



*Prosper is a place where everyone matters.*

**Agenda**  
**Prosper Town Council Meeting**  
Council Chambers  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Tuesday, October 11, 2022  
**6:15 PM**

**Notice Regarding Public Participation**

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

Join the Zoom Meeting by clicking on the following link: <https://us02web.zoom.us/j/87189889684>

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

Enter Meeting ID: 871 8988 9684

**Addressing the Town Council:**

Those wishing to address the Town Council must complete the located on the Town website or in Council Chambers.

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

**If you are attending online/virtually**, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting. Please ensure your full name appears on the screen and you are unmuted so the meeting moderator can recognize you and allow you to speak. The Chat feature is not monitored during the meeting. The Town assumes no responsibility for technical issues that are beyond our control.

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

**Call to Order/ Roll Call.**

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

**Announcements of recent and upcoming events.**

**Presentations.**

1. Veteran's Memorial funding presentation. (RB)
2. Recognize outgoing Board and Commission members. (MLS)
3. Receive an update from the Library Department. (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.

- [4.](#) Consider and act upon the minutes of the September 27, 2022, Town Council meeting. (MLS)
- [5.](#) Consider and act upon authorizing the Interim Town Manager to execute an Interlocal Agreement between the City of Frisco, and the Town of Prosper, Texas, related to the median maintenance and improvements on US Highway 380 from Mahard Parkway to Lovers Lane. (PN)
- [6.](#) Consider and act upon the purchase of playground equipment for Lakewood Preserve Park, Phase II (project# 2107-PK) from Game Time/Cunningham Recreation using Buyboard contract #592-19 through the Texas Local Government Purchasing Cooperative; and authorizing the Interim Town Manger to execute documents for the same. (PN)
- [7.](#) Consider and act upon approving an agreement with Medical Center of Plano for Medical Control and Continuing Education Services; and authorizing the Interim Town Manager to execute the same. (SB)
- [8.](#) Consider and act upon approving the purchase of uniforms and equipment from Galls, LLC through the City of Frisco cooperative best value bid (1905-082). (SB)
- [9.](#) Consider and act upon approving the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Richardson contract. (SB)
- [10.](#) Consider and act upon an ordinance abandoning a portion of Good Hope Road prescriptive right-of-way, located south of Parvin Road, beginning at a point directly north of Mill Pond Drive and extending for 625± feet. (PC)
- [11.](#) Consider and act upon an ordinance abandoning a portion of Good Hope Road prescriptive right-of-way, located south of Parvin Road, beginning 300± feet north of Kinglet Drive and extending northward approximately 1,200 feet. (PC)
- [12.](#) Consider and act upon an ordinance renaming a segment of Fishtrap Road to First Street located between Legacy Drive and Gee Road. (MD22-0007) (PC)

**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.

**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:**

13. Conduct a public hearing and act upon a request to amend the Future Land Use Plan from Residential Low Density to Retail and Neighborhood Services, generally located, located on the east side of Preston Road, north of St. Peter Lane. (CA22-0001). (DS)
14. Conduct a public hearing and act upon a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development, located on the east side of Preston Road, north of St. Peter Lane. (Z21-0003). (DS)
15. Consider and act upon the appointment of members to the Comprehensive Plan Advisory Committee. (DS)
16. Consider and act upon approval of a job description, ideal candidate profile, and section criteria matrix for the position of Town Manager. (RKP)

**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 551.074 - To discuss appointments to the Comprehensive Plan Advisory Committee, and all matters incident and related thereto.*

*Section 551.074 - To consult with the Town Attorney regarding legal issues relative to Article 4.11 of the Town Code of Ordinances, 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, October 7, 2022, and remained so posted at least 72 hours before said meeting was convened.

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

### **NOTICE**

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

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



*Prosper is a place where everyone matters.*

## MINUTES

**Prosper Town Council Meeting**  
Council Chambers  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Tuesday, September 27, 2022

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

The meeting was called to order at 5:45 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 Chris Kern

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

Councilmember Charles Cotten

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

Ron K. Patterson, Interim Town Manager  
Terry Welch, Town Attorney  
Michelle Lewis Sirianni, Town Secretary  
Bob Scott, Executive Director of Administrative Services  
Robyn Battle, Executive Director of Community Services  
Hulon Webb, Interim Executive Director of Development and Infrastructure Services  
Pete Anaya, Assistant Director of Engineering Services / CIP  
David Soto, Planning Manager  
Todd Rice, Communications Manager  
Dan Baker, Parks and Recreation Director  
Doug Kowalski, Police Chief  
Stuart Blasingame, Fire Chief

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

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

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

Councilmember Kern made the following announcements:

Thank you to who attended the Moonlight Movie this past weekend. A special thanks to all the staff who helped put the event together.

The Prosper Police Officers Association and the Prosper Firefighters Association will hold the second annual Battle of the Badges softball game on Saturday, October 1, at the Prosper High School Baseball Field. Carter Bloodcare will be on site for a blood drive from 10am-3pm and the game starts at 1pm.

National Night Out is on Tuesday, October 4. The Prosper Police Department, Prosper Fire Rescue, Prosper ISD Police and First Responder Volunteers will be participating "First Responder

Parades” with sirens and lights. If you are interested in first responders driving through your neighborhood for National Night Out, please register your street through the Police Department page on the Town’s website.

A Mayor’s Luncheon for Active Adults 55+ will take place on Wednesday, October 5 from 11:00 a.m. to 1:00 p.m. at the Church of Jesus Christ for Latter-day Saints. Reserve your spot today by contacting Brant Holland in the Parks and Recreation Department.

Join us for “Celebrate Prosper BBQ & Blues” on Saturday, October 8 at Frontier Park from 5:00 p.m. to 9:00 p.m. This fun community celebration will feature live music and BBQ. The event is presented by the Parks and Recreation Department with support of Sponsors and community partners. Visit the Town’s website for more information.

The Town will host its first annual pickleball tournament on Saturday, November 5. Games will be played at the Reynolds Middle School tennis courts in Prosper. More details coming soon, or you may contact the Parks and Recreation Department.

Join the Town for its annual Arbor Day Celebration on Saturday, November 5 at Hackberry Park (corner of Goldenrod Land and Freeman Way within Windsong Ranch) for a fun morning of planting and learning about trees.

Councilmember Bartley thanked all those for the new resident mixer held and announced several of the community organizations and the events taking place within the community.

### **Presentations.**

**1. Presentation of a Proclamation declaring the month of October 2022 as National Breast Cancer Awareness month. (MLS)**

Mayor Bristol read and presented a Proclamation to Natile Tuman and members of the Tuman Breast Cancer Foundation.

**2. Presentation of a Proclamation to members of the Prosper Police and Fire Departments declaring October 4, 2022, as National Night Out. (MLS)**

Mayor Bristol read and presented a Proclamation to the Prosper Police and Fire Chiefs and staff.

**3. Presentation of a Proclamation to members of the Prosper Fire Rescue declaring the month of October 2022 as Fire Prevention month. (MLS)**

Mayor Bristol read and presented a Proclamation to the Prosper Fire and Rescue Department.

### **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.

**4. Consider and act upon the minutes of the September 13, 2022, Town Council work session meeting. (MLS)**

**5. Consider and act upon the minutes of the September 13, 2022, Town Council meeting. (MLS)**

6. Consider and act upon approving a renewal to a Microsoft Enterprise Agreement, from SHI Government Solutions, Inc., through a Texas Department of Information Resources (DIR) Purchasing Contract; and authorizing the Town Manager to execute all related documents for the same. (LJ)
7. Consider and act upon approving the purchase of network switches, from CDWG, Inc., through a Sourcewell Purchasing Contract. (LJ)
8. Consider and act upon authorizing the Interim Town Manager to execute a Park Dedication and Park Maintenance Agreement between PR LADERA, LLC, and the Town of Prosper, Texas, related to the dedication of public park property within the Ladera development. (DB)
9. Consider and act upon Ordinance 2022-57 for a Specific Use Permit (SUP) for a Private Street Development, on 16.4± acres, located on the south side of First Street, east of Coit Road. (S22-0008). (DS)
10. Consider and act upon Ordinance 2022-58 request to rezone 5.6± acres from PD-21 and Single Family-15 (SF-15) to a new Planned Development-Office/Retail (PD-O/R) for office and retail uses, located on the west side of Preston Road north of Broadway Street. (Z22-0014). (DS)
11. Consider and act upon authorizing the Interim Town Manager to execute a Development Agreement between Prosper Texas Capital LLC, and the Town of Prosper, Texas, related to the Winikates North development, located on the west side of Preston Road north of Broadway Street. (DS)
12. Consider and act upon Ordinance 2022-59 to rezone 11.3+- acres of Commercial (C) to Planned Development-Commercial (PD-C) to allow uses such as luxury office/warehouse, automobile storage, and recreational vehicle parking, located on the west side of Coleman Street, south of Prosper Trail. (Z22-0008). (DS)
13. Consider and act upon authorizing the Interim Town Manager to execute a Development Agreement between AMR Prosper Premium Storage LLC, and the Town of Prosper, Texas, related to the Premium Garages development, located on the west side of Coleman Street south of Prosper Trail. (DS)
14. Consider and act upon Ordinance 2022-60 amending the no parking zone on Prince William Lane from Coleman Street to south of Highbridge Lane. (HW)
15. Consider and act upon approving a Services Agreement with Strategies 360, Inc., for Strategic Communications Planning and Crisis Communications Services, and authorizing the Interim Town Manager to execute the same. (RB)
16. Consider and act upon Ordinance 2022-61 amending Section 1.04.039 of Division 3, "Community Engagement Committee" (CEC) of Article 1.04 of the Town's Code of Ordinances by providing for the appointment of an alternate to the Community Engagement Committee (CEC). (MLS)
17. Consider and act upon Ordinance 2022-62 amending Division 1 of Article 1.04, "Board, Commissions, and Committees", of Chapter 1 of the Town's Code of Ordinances by providing for term limits for members of Town Boards, Commissions, and Committees. (MLS)
18. Consider and act upon Resolution 2022-64 designating The Prosper Press as the official newspaper of the Town of Prosper, and The Dallas Morning News

and The Frisco Enterprise as alternative advertising sources, for Fiscal Year 2022-2023. (MLS)

19. Consider and act upon approving a Development Agreement by and between the Town of Prosper ("Town"), Texas, 310 Prosper, L.P. and 55 Prosper, L.P. (collectively "Owners") regarding the dedication of park land and a hike & bike trail easement; and authorizing the Interim Town Manager to approve final exhibits and execute all related documents for the same. (RKP)
20. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan, including Star Trail West Amenity Center. (DS)

*Deputy Mayor Pro-Tem Andres stepped away from the dais.*

Councilmember Ray made a motion to approve consent agenda items 4 through 20. Mayor Pro-Tem Hodges seconded that motion, and the motion was approved with a 6-0 vote.

*Deputy Mayor Pro-Tem Andres returned to the dais.*

### **CITIZEN COMMENTS**

Barbara Nugent, 961 Grassy Shore Lane, expressed her concern for the traffic at the intersection of Stargazer and Prosper Trail. She requested for the Town Council to consider crosswalks for the pedestrian traffic. She also thanked the Parks and Recreation Department for planning the senior trip to Downtown Dallas.

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

21. Conduct a public hearing and act upon a request to rezone 7.9± acres from Office (O) to Planned Development-Office (PD-O), generally to modify the development standards to facilitate an office/retail development, including drive-through coffee shop as a permitted use, located on the northwest corner of Preston Road and Coleman Road. (Z21-0013). (DS)

Mr. Soto stated this item was tables from the September 13 Town Council meeting. Since that time, the applicant has made modifications to the development standards and elevations. The applicant is proposing updates to uses, design standards, and architectural standards. The applicant has agreed to enter into a Development Agreement as well as excluding non-family friendly uses. Staff recommends approval.

The Town Council discussed the landscaping within the parking islands and that which abuts to Preston Road. The Town Council also requested additional screening from the patio for the dumpsters.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council additionally discussed the percentage of masonry on the front building, the maximum percentage of stucco used on each building, and the rear and side yard setbacks.

Councilmember Ray made a motion to approve a request to rezone 7.9± acres from Office (O) to Planned Development-Office (PD-O), generally to modify the development standards to facilitate an office/retail development in accordance with the Development Agreement located on the northwest corner of Preston Road and Coleman Road.

Councilmember Bartley asked for clarification on the percentage of masonry. Councilmember Ray stated the motion is for the 60%.

Motion dies due to lack of second.

Mayor Pro-Tem Hodges made a motion to deny a request to rezone 7.9± acres from Office (O) to Planned Development-Office (PD-O), generally to modify the development standards to facilitate an office/retail development, including drive-through coffee shop as a permitted use, located on the northwest corner of Preston Road and Coleman Road. Councilmember Kern seconded that motion. Motion fails with a 2-4 vote. Councilmembers Ray, Bartley, Andres, and Mayor Bristol voting in opposition.

Councilmember Bartley made a motion to approve a request to rezone 7.9± acres from Office (O) to Planned Development-Office (PD-O), generally to modify the development standards to facilitate an office/retail development, including a drive-through restaurant as noted in the development standards located on the northwest corner of Preston Road and Coleman Road with the front two buildings, Lots 1 and 2 to be 80% masonry, with the minimum side and rear yard setbacks be adopted as the office district standards being 25 feet adjacent from a residential district and ten (10) feet from a non-residential district, and 10% maximum amount of stucco to be used on any building.

Motion dies due to lack of second.

Councilmember Ray made a motion to approve a request to rezone 7.9± acres from Office (O) to Planned Development-Office (PD-O), generally to modify the development standards to facilitate an office/retail development, including a drive-through restaurant as noted in the development standards located on the northwest corner of Preston Road and Coleman Road with the front two buildings, Lots 1 and 2 to be 80% stone/masonry and a maximum amount of 10% stucco to be used on any building. Councilmember Bartley seconded that motion. Motion carries with a 4-2 vote. Mayor Pro-Tem Hodges and Councilmember Kern voting in opposition.

**22. Consider all matters incident and related to the issuance and sale of “Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022”, including the adoption of Ordinance 2022-63 authorizing the issuance of such obligations and establishing procedures and delegating authority for the sale and delivery of such obligations. (RBS)**

Mr. Scott stated that this item will allow to proceed with the sale on September 29. The estimated interest rate is 4.25% on twenty-year date, which will be used for major infrastructure improvements.

Councilmember Ray made a motion to approve Ordinance 2022-63 authorizing the issuance and sale of “Town of Prosper, Texas, Combination Tax and Surplus Revenue

Certificates of Obligation, Series 2022” and approving all other matters related thereto. Deputy Mayor Pro-Tem Andres seconded that motion, and the motion was unanimously approved.

**23. Consider and act upon Resolution 2022-65 to deny the application of Oncor Electric Delivery Company LLC, for approval to increase system-wide transmission and distribution rates within the Town. (RBS)**

Mr. Scott stated the purpose of this item is to deny the rat change application proposed by Oncor. Once adopted, Oncor will have thirty (30) days to appeal the decision to the Public Utility Commission.

Deputy Mayor Pro-Tem Andres made a motion to approve Resolution 2022-65 to deny the application of Oncor Electric Delivery Company LLC, for approval to increase system-wide transmission and distribution rates within the Town. Mayor Pro-Tem Hodges seconded that motion, and the motion was unanimously approved.

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

**24. Discuss the Collin County Bond Program Call for Projects. (PA)**

Mr. Anaya presented an overview of the County’s Bond Program including the amount of available funding, submission deadline, along with criteria and eligibility requirements. Mr. Anaya outlined the two proposed approaches for intersection improvements at Coit Road that the Town would plan to submit for the program.

The Town Council discussed the proposed options and submittal considerations.

**25. Discussion regarding establishing a Downtown Committee. (RB)**

Ms. Battle presented a proposed membership composition, and powers and authority associated with the establishment of a Downtown Committee.

The Town Council discussed the need for defining the boundaries of the Downtown District, the make-up of the committee, and whether to start as an Ad-Hoc Committee or stand-alone committee.

**26. Discuss the Town Logo. (RB)**

Ms. Battle presented three versions of the logo based on previous feedback received along with the costs associated for the rebranding. Staff is requesting direction and feedback on how to proceed.

The Town Council discussed the options presented with the consensus to clean up our current logo by developing a graphic identity, branding standards, and limited color palette and fonts.

**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 - To consult with the Town Attorney regarding legal issues associated with independent contractors, and all matters incident and related thereto.*

*Section 551.071 - To consult with the Town Attorney regarding legal issues associated with Chapter 551 and 552 of the Texas Government Code, 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.*

The Town Council recessed into Executive Session at 7:20 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 9:12 p.m.

Councilmember Bartley made a motion to appoint the following to the Town's Boards and Commissions.

<b>Board of Adjustment/Construction Board of Appeals</b>	<b>Term Expires</b>
Place 2: Grant Mendeljian	09/30/2024
Place 4: Cliff Freeman	09/30/2024
Place 6: CJ Alexander	9/30/2024
<b>Economic Development Corporation</b>	<b>Term Expires</b>
Place 1: Roger Thedford	09/30/2025
Place 3: David Blom	09/30/2025
<b>Library Board</b>	<b>Term Expires</b>
Place 2: Jennifer Lawler	09/30/2024
Place 4: Mary Beth Randecker	09/30/2024
Place 6: Jennifer Wattenbarger	09/30/2024
<b>Parks and Recreation Board</b>	<b>Term Expires</b>
Place 2: Daniel Knox	09/30/2024

Place 4: Bob Benson	09/30/2024
Place 6: Megan Brandon	09/30/2024
<b>Planning and Zoning Commission</b>	<b>Term Expires</b>
Place 2: Mike Pettis	09/30/2024
Place 4: Doug Charles	09/30/2024
Place 6: Damon Jackson	09/30/2024
<b>Community Engagement Committee</b>	<b>Term Expires</b>
Place 4: Kari Willis	09/30/2024
Place 9: Gretchen Darby	09/30/2023
Alternate: Britt Beene	09/30/2024

Mayor Pro-Tem Hodges seconded that motion, and the motion was unanimously approved.

Mayor Pro-Tem Hodges requested as part of the future agenda items for staff to review the intersection mentioned during Citizen Comments, and see if the area warrants crosswalks, as well as study the intersection of First Street and Knoll Trail for the same.

### **Adjourn.**

The meeting was adjourned at 9:15 p.m.

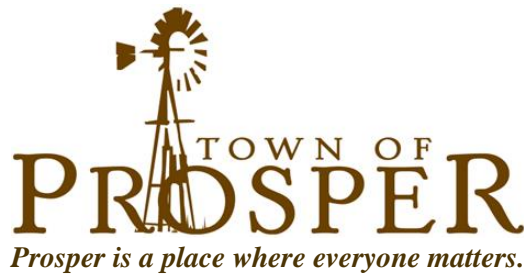
These minutes approved on the 11<sup>th</sup> day of October 2022.

**APPROVED:**

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

**ATTEST:**

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



## PARKS AND RECREATION

**To:** Mayor and Town Council

**From:** Dan Baker, Parks and Recreation Director

**Through:** Ron K. Patterson, Interim Town Manager  
Robyn Battle, Executive Director of Community Services

**Re:** Town Council Meeting – October 11, 2022

**Agenda Item:**

Consider and act upon authorizing the Interim Town Manager to execute an Interlocal Agreement between the City of Frisco, and the Town of Prosper, Texas, related to the median maintenance and improvements on US Highway 380 from Mahard Parkway to Lovers Lane.

**Description of Agenda Item:**

The attached Interlocal Agreement (ILA) between the City of Frisco and the Town of Prosper covers the maintenance, as well as the design, of median improvements and roadway illumination from Mahard Parkway to Lovers Lane. The attached agreement memorializes the responsibility of each municipality. The agreement addresses three main areas as described briefly below. The financial ramifications are shown in the attached exhibit.

*Existing Median Maintenance*

Prosper has bid the work and will manage the maintenance contract to maintain the existing median from Mahard Parkway to Lovers Lane. Frisco and Prosper will each be responsible for 50% of the total cost of maintenance.

*Median Improvements*

Prosper has engaged a professional engineering and landscape architecture firm to prepare construction documents for the TxDOT Green Ribbon Funding Program, in the amount of \$95,000. The plans have been submitted to TxDOT and will be bidding out by the Town within the next couple of months and will be responsible for the construction administration. Funding for these landscape improvements were outlined in the Advance Funding Agreement between TxDOT and the Town of Prosper, approved at the July 26, 2022, Town Council meeting.

Prosper will bid and manage the long-term maintenance of the median landscape improvements. Frisco will reimburse Prosper for Frisco's portion of the maintenance cost.

*Roadway Illumination*

The City of Frisco has engaged a professional engineering firm to provide construction documents for the installation of illumination fixtures and poles along US 380 from Denton County Line to Lovers Lane, in the amount of \$100,500. Frisco will manage the bidding and construction project for this work. Frisco and Prosper agree to fund its proportional share of costs in the event the cost of the illumination improvements exceed the funding provided by an Advanced Funding Agreement for Highway Safety Improvement Program Project between Frisco and TxDOT, which is currently estimated at \$600,000.

Frisco will maintain the roadway illumination from Denton County Line to Lovers Lane. The City of Frisco and the Town of Prosper will file against the driver's insurance, when possible, for the cost of repairs associated with automobile accidents. Prosper will reimburse Frisco 50% of the cost of repairs incurred with keeping the system operational, as well as 50% of the cost associated with repairs when Frisco is not able to collect on insurance claims for auto accidents.

Each municipality will pay its proportionate share of the cost based on length of roadway within their City/Town boundaries.

**Budget Impact:**

Funding of the landscape improvements will be per the Advance Funding Agreement that was approved at the July 26, 2022, Town Council meeting. The cost for the existing median maintenance is \$8,000 and is funded from account 100-5480-60-02. The cost for the median improvement design work was \$95,000 (funded from account 100-5410-60-01-1813PK) and was to be split 50% with the City of Frisco. The cost for the roadway illumination construction document preparation was \$100,500 (funded by the City of Frisco) and was to be split 50% with the Town of Prosper. The City of Frisco and the Town of Prosper have agreed to pay 100% of their respective contracts instead of splitting them 50% since their respective contracts were similar in total costs. As for the current estimated \$600,000 in excess costs for the roadway illumination construction, the Town's \$300,000 of funding was approved in the FY 2022-2023 Budget from the West Thoroughfare Impact Fee Fund.

**Legal Obligations and Review:**

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

**Attachments:**

1. Interlocal Agreement

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Interim Town Manager to execute an Interlocal Agreement between the City of Frisco, and the Town of Prosper, Texas, related to the median maintenance and improvements on US Highway 380 from Mahard Parkway to Lovers Lane.

**Proposed Motion:**

I move to authorize the Interim Town Manager to execute an Interlocal Agreement between the City of Frisco, and the Town of Prosper, Texas, related to the median maintenance and improvements on US Highway 380 from Mahard Parkway to Lovers Lane.

EXHIBIT # \_\_\_\_\_

**INTERLOCAL AGREEMENT BETWEEN  
THE TOWN OF PROSPER, TEXAS AND THE CITY OF FRISCO, TEXAS  
FOR MEDIAN MAINTENANCE AND IMPROVEMENTS ON US HIGHWAY 380 FROM  
DENTON COUNTY LINE TO LOVERS LANE**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the **TOWN OF PROSPER, TEXAS**, a home-rule municipal corporation, hereinafter referred to as ("Prosper"); and the **CITY OF FRISCO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as ("Frisco").

WHEREAS, the Interlocal Cooperation Act ("Act"), codified at Chapter 791 of the Texas Local Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

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

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, the Act for the performance of governmental functions and services; specifically, the Existing Median Maintenance project (as described herein), the Median Improvements project (as described herein) and the Roadway Illumination project (as described herein) (collectively, "Project"); and

WHEREAS, Prosper and Frisco have determined that the Project may be completed and maintained most economically by implementing this Agreement; and

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

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

**I.  
TERM; TERMINATION**

This Agreement is effective upon the execution and delivery by all parties, and shall continue in effect for a period of one (1) year; provided, however, that the initial term of this Agreement will automatically be extended for successive one-year periods thereafter, unless any party gives written notice to the other parties to the contrary not less than ninety (90) days prior to the expiration of the then-current term. Notwithstanding the foregoing, however, this Agreement may be terminated by any party, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, by giving the other parties at least ninety

(90) days' prior written notice of the termination date, in which event this Agreement shall terminate as to all parties as of such termination date.

## II. ROLES AND RESPONSIBILITIES OF THE PARTIES

### A. Existing Median Maintenance

1. Prosper shall maintain the existing median of the US Highway 380 from Denton County Line to Lovers Lane and described in Exhibit 1, including all median and island areas but excluding paved areas intended for vehicular travel, in a functional and aesthetically pleasing condition (collectively, "Existing Median Maintenance"). The Existing Median Maintenance for landscape elements shall include mowing, edging, blowing and trash pickup.
2. Prosper and Frisco have agreed to the proposed maintenance services that will be provided by one or more contractors. Prosper will execute a contract with such contractor(s) in accordance with Prosper purchasing requirements after execution of this Agreement. In the event that Prosper determines additional, "on-demand" work is required in excess of the contract amounts due to seasonal conditions or excess trash, each party will be responsible for their proportionate share of the cost of such work based on linear feet of roadway per Exhibit 1. More particularly, pursuant to calculations based on said Exhibit 1, Prosper will be responsible for 50% and Frisco 50% of the total cost of the proposed maintenance services and any additional, "on demand" work. Prosper will notify Frisco prior to authorizing such "on-demand" work.
3. The cost of future maintenance services will be adjusted in the future and memorialized in an amendment to this Agreement to account for the construction of additional improvements that are anticipated in connection with the Roadway Illumination project and/or the Median Improvement project in the same proportion set forth in Subparagraphs 2 and 3, herein above.
4. Prosper shall designate a program liaison who will manage Existing Median Maintenance Median Maintenance program details and coordinate with Frisco's designated liaisons for Existing Median Maintenance.
5. Frisco shall designate a program liaison who will manage Existing Median Maintenance program details and coordinate with Prosper's designated liaisons for Existing Median Maintenance.

### B. Median Landscape Improvements and Maintenance

1. Prosper and Frisco have agreed to the scope of services and Prosper has engaged a landscape architecture firm, hereafter referred to as the "Median Improvement Consultant," to prepare a design for median landscape improvements for US

Highway 380 from Denton County Line to Lovers Lane (collectively, the “Median Improvements”). The Design work has progressed in a collaborative process where each party has reviewed progress sets and made comments as to their desires. The Median Improvement Consultant will also prepare construction documents, specifications and cost estimates suitable for submission to the Texas Department of Transportation (“TxDOT”) and suitable for bidding and constructing the Median Improvement project. Frisco and Prosper will continue to receive progress sets for comments.

2. Prosper shall submit the Median Improvement project to TxDOT to be considered for the TxDOT Green Ribbon Funding Program. Prosper will manage the construction of the Median Improvement project if the project is selected to receive funding from TxDOT. Frisco and Prosper agree to each fund their proportional share of the cost of any items that were mutually agreed to be included in the future design of the Median Improvement project but not funded by TxDOT on the section of US380 from Denton County Line to Lovers Lane. The Median Improvement Consultant will provide quantities and estimates that detail the proportionate costs for Frisco and Prosper.
3. Frisco and Prosper agree that Prosper shall coordinate with service providers for the installation of electrical and water services, and the services shall be designed and placed in mutually acceptable location. Due to site conditions, electrical and/or water service may be located in Frisco or Prosper but in no case will there be a cross connection between municipal water systems.
4. Prosper shall engage the Median Improvement Consultant and manage the design contract and TxDOT submittal for the Median Improvement project. In the event that TxDOT does not manage the construction of the Median Improvement project, Prosper shall manage such construction. All construction and improvements in connection with the Median Improvement project shall be designed to meet or exceed the current TxDOT design standards and shall be constructed in accordance with the plans and specifications approved by Frisco and Prosper.
5. Frisco and Prosper agree that Prosper shall provide long-term maintenance of all improvements and landscaping within the median of the roadway that is located along US Highway 380 from the Denton County Line to Lovers Lane and shown in Exhibit 1, including all median and island areas but excluding paved areas intended for vehicular travel, in a reasonably timely manner. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, applications of herbicides and pesticides, hardscape element maintenance and irrigation system operation, maintenance and cost of irrigation water. All landscape elements will be maintained in a functional and aesthetically pleasing condition.

7. Prosper and Frisco shall designate a program liaison who will manage program details and coordinate with the respective designated liaisons during the design process and all maintenance activities.
8. Frisco and Prosper agree to each fund its proportional share of long-term maintenance costs associated with the Median Improvements. Per Exhibit 1, the proportionate share cost will be Frisco 50% and Prosper 50% of the maintenance cost associated for the area between US Highway 380 from Denton County Line to Lovers Lane.
9. All utility costs will be split proportionally based on Exhibit 1. The proportional utility cost will be Frisco 50% and Prosper 50% of the costs associated with for the area between US Highway 380 from Denton County Line to Lovers Lane.

### **C. Roadway Illumination and Maintenance**

1. Frisco and Prosper agree to the scope of services for roadway illumination. Frisco and Prosper mutually agree that it will be beneficial to each for roadway illumination to be installed and maintained along a portion of US Highway 380 from Denton County Line to Lovers Lane referenced in Exhibit 2 (collectively, "Roadway Illumination") prior to the installation of the Median Improvements as contemplated in Section II (B) above. Frisco and Prosper shall provide reasonably adequate staff resources to ensure that the Roadway Illumination project is designed and constructed. It is anticipated that work will be finished \_\_\_\_\_.
2. Frisco shall manage the bidding and construction of the Roadway Illumination. All construction and improvements in connection with the Roadway Illumination project shall be designed to meet or exceed the current TxDOT design standards and shall be constructed in accordance with the plans and specifications approved by the parties.
3. The Roadway Illumination fixtures, poles and other improvements (collectively, the "Illumination Improvements") shall be as mutually approved by Frisco and Prosper, such approval not to be unreasonably withheld, conditioned or delayed. The parties agree that electrical service to the Illumination Improvements shall be placed in a mutually acceptable location and that, due to site conditions, electrical service may be located in either or both of the cities.
4. Prosper and Frisco agree that Frisco shall provide long-term maintenance of the Illumination Improvements in a reasonably timely manner to ensure that that the Roadway Illumination remains operational on the section of US380 from Denton County Line to Lovers Lane. This maintenance shall include but not be limited to trouble shooting outages; replacing bulbs, fixtures or poles; providing on-call services for repairs; and responding to accidents that cause damage to the Illumination Improvements. Subject to any reductions for recovery of costs pursuant to Subparagraph 6, herein below, Prosper will reimburse Frisco as

provided in Article III for Frisco's costs associated with the long-term maintenance of the Illumination Improvements.

5. Frisco and Prosper shall use reasonable efforts to seek reimbursement from the responsible party, if known, and/or the responsible party's insurance for all damages to the Illumination Improvements resulting from an accident occurring in the cities' respective city limits. In the event that Frisco or Prosper is unable to recover the full cost of replacement or repair from the responsible party and/or the responsible party's insurance, the cost of replacement or repair shall be equally shared by Prosper, on the one hand, and the city in which the accident occurred, on the other.
6. When the Illumination Improvements require replacement as the end of their respective life cycles, as determined by Frisco in its sole discretion, Frisco shall replace such Illumination Improvements and Prosper will reimburse Frisco for one-half of the costs of the same.

### III. CONSIDERATION

#### A. Roadway Illumination and Maintenance

1. Pursuant to the terms of that certain Advanced Funding Agreement For Highway Safety Improvement Program Project between Frisco and TxDOT, Frisco will receive funding from TxDOT in the amount of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_) as shown in Exhibit 3.
2. Frisco and Prosper agree to each fund its proportional share of costs in the event that the cost of Illumination Improvements exceed the funding provided in the Agreement. The proportionate share cost will be Frisco 50% and Prosper 50% for the area between US Highway 380 from Denton County Line to Lovers Lane.
3. In consideration for Frisco's obligations herein, Frisco shall submit to Prosper monthly itemized invoices of all expenses incurred by Frisco during the prior thirty (30) day period. Payments are due within thirty (30) days after receipt.
4. In consideration for Prosper's obligations herein, Prosper shall submit to Frisco monthly itemized invoices of all expenses incurred by Prosper during the prior thirty (30) day period. Payments are due within thirty (30) days after receipt.

#### B. Roadway Illumination Removal

1. Frisco and Prosper agree that, in the event TxDOT requires some or all of the Illumination Improvements to be removed prior to ten years from the execution of this agreement along US Highway 380 from Denton County Line to Lovers Lane shown in Exhibit 2, Frisco and Prosper will determine a mutually acceptable salvage value to be paid by the

party taking possession of the poles. If the removal occurs after ten years from the execution of this Agreement, Frisco shall remove and take possession of such Illumination Improvements for which it is responsible to provide maintenance services.

All costs incurred by any party as a result of its obligations under this Agreement shall be paid only from current revenues legally available to the paying party. The obligation of a party to pay an invoice within thirty (30) days of receipt of each invoice shall apply, unless supporting receipts or other supporting documentation have been requested by a party to whom an invoice is submitted, in which case the party to whom an invoice is submitted shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case the party to whom an invoice is submitted shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary herein, a party to whom an invoice is submitted shall not be required to pay any invoice submitted by the party submitting the invoice if the party submitting the invoice is in breach of this Agreement.

The parties acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of a party shall be subject to approval by each party's governing body. In the event that a party's governing body does not approve the appropriation of funds required to be paid under this Agreement, this Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, but the party responsible for payment shall be obligated to pay all charges incurred by the party to whom payment must be made through the end of that fiscal year provided that the party to whom payment must be made is not in breach of this Agreement.

#### IV. RELEASE AND HOLD HARMLESS

**TO THE EXTENT ALLOWED BY LAW, AND WITHOUT WAIVING GOVERNMENTAL OR SOVEREIGN IMMUNITY, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

**THIS INDEMNIFICATION CLAUSE IS VALID ONLY TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, PARTICULARLY**

**SECTION 7 OF ARTICLE XI OF THE TEXAS CONSTITUTION, AND WITH THE MUTUAL UNDERSTANDING THAT THE PARTIES ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND THAT THIS EXECUTORY INDEMNITY OBLIGATION CANNOT BE PAID FROM CURRENT REVENUES AND THAT NO TAX NOR INTEREST AND SINKING FUND HAS BEEN SET, ADOPTED OR ESTABLISHED FOR THE PAYMENT OF THIS EXECUTORY INDEMNITY OBLIGATION.**

**V.  
INDEPENDENT CONTRACTOR**

Each party covenants and agrees that each party is an independent contractor of the other parties and not an officer, agent, servant or employee of any other party and that nothing herein shall be construed as creating a partnership or joint enterprise between any party.

**VI.  
NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

**Frisco Representative:**

**City of Frisco**

Attn: \_\_\_\_\_  
6101 Frisco Square Blvd.  
Frisco, Texas 75034

**Prosper Representative:**

**Town of Prosper**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VII.  
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Prosper has executed this Agreement pursuant to duly authorized action of the Prosper Town Council on \_\_\_\_\_. Frisco has executed this Agreement pursuant to duly authorized action of the Frisco City Council on \_\_\_\_\_.

\_\_\_\_\_. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

### **VIII. SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, any party may terminate this agreement by giving the other parties thirty (30) days written notice.

### **IX. VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

### **X. INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Prosper, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for any party.

### **XI. REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by any party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

### **XII. SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other parties to this Agreement. No party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

### **XIII. IMMUNITY**

It is expressly understood and agreed that, in the execution and performance of this Agreement, no party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

### **XIV. MULTIPLE COUNTERPARTS**

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

### **XV. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and may only be modified in a writing executed by all parties.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement by signing below:

**CITY OF FRISCO, TEXAS**

By: \_\_\_\_\_  
 Wesley S. Pierson, City Manager  
 Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**       §  
                                      §  
**COUNTY OF COLLIN**   §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Wesley S. Pierson, City Manager of the **CITY OF FRISCO**.

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

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Terrence Welch, Town Attorney

**ACKNOWLEDGEMENT**

**STATE OF TEXAS           §**

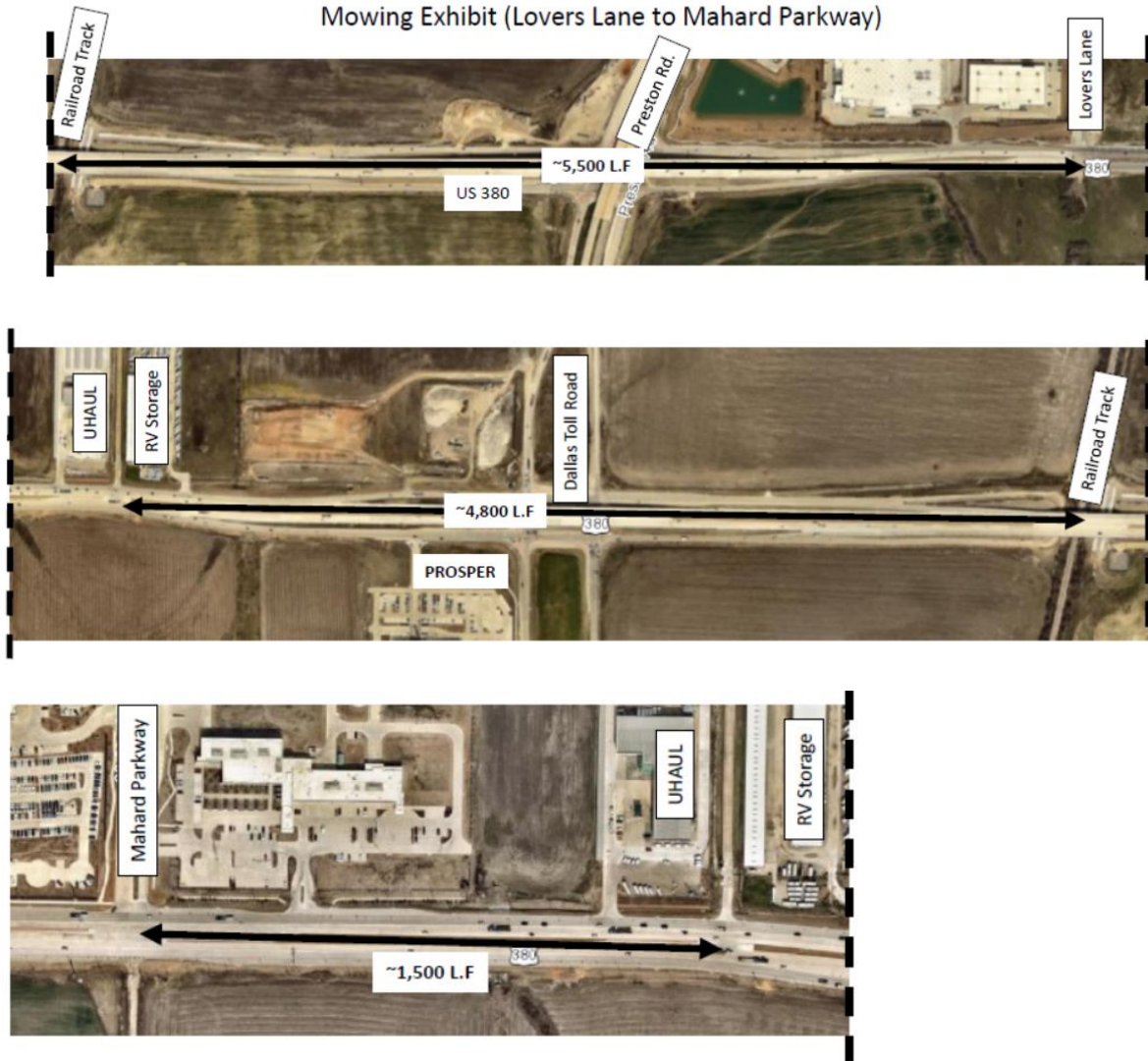
**§**

**COUNTY OF COLLIN       §**

        This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, \_\_\_\_\_ of the **TOWN OF PROSPER.**

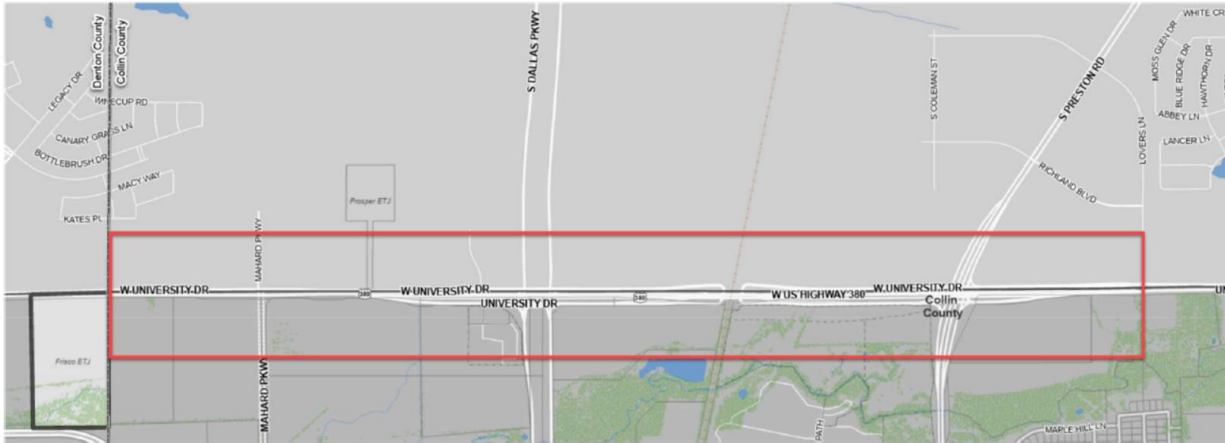
\_\_\_\_\_  
Notary Public, State of Texas

Exhibit 1  
Mowing Exhibit (Lovers Lane to Mahard Parkway)



Total length: approximately  
11,800 linear feet (2.23 miles)

## Exhibit 2



## Exhibit 3

TxDOT:				Federal Highway Administration:	
CSJ #	0135-02-069; 0135-11-025			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00002488	CFDA Title	Highway Planning and Construction
Code Chart 64 #	15400				
Project Name	Install Safety Lighting			AFA Not Used For Research & Development	

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT**  
**For**  
**Highway Safety Improvement Program Project**  
**On-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Frisco**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Install Safety Lighting**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **August 2, 2022** which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CSJ #	0135-02-069; 0135-11-025			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00002488	CFDA Title	Highway Planning and Construction
Code Chart 64 #	15400				
Project Name	Install Safety Lighting			AFA Not Used For Research & Development	

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

### AGREEMENT

**1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	<b>Local Government</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 11
4.	<b>State</b>	Construction Responsibilities	Article 12
5.	<b>Local Government</b>	Right of Way and Real Property	Article 14

**2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

**3. Scope of Work**

The scope of work for the Project consists of **Safety Lighting at the following locations; US 380 from SH 289 to Lovers Lane and US 380 from Denton County Line to SH 289, as shown in Attachment B. Location Maps.**

**4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0135-02-069; 0135-11-025</b>			<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>18 - Dallas</b>	<b>AFA ID</b>	<b>Z00002488</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>15400</b>				
<b>Project Name</b>	<b>Install Safety Lighting</b>			<b>AFA Not Used For Research &amp; Development</b>	

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0135-02-069; 0135-11-025			<b>CFDA No.</b>	20.205
<b>District #</b>	18 - Dallas	<b>AFA ID</b>	Z00002488	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	15400				
<b>Project Name</b>	Install Safety Lighting			<i>AFA Not Used For Research &amp; Development</i>	

- the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0135-02-069; 0135-11-025			<b>CFDA No.</b>	20.205
<b>District #</b>	18 - Dallas	<b>AFA ID</b>	Z00002488	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	15400				
<b>Project Name</b>	Install Safety Lighting			<i>AFA Not Used For Research &amp; Development</i>	

**5. Termination of This Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

**6. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

**7. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**8. Utilities**

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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**9. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**10. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**11. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local

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Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

## 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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**14. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

**15. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**16. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
City of Frisco 6101 Frisco Square Boulevard Frisco, TX 75034	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and

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for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## 25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of

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materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

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- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## 27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the

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matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants,

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loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

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**31. Single Audit Report**

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**


\_\_\_\_\_  
Signature

Kenneth Stewart  
Typed or Printed Name

Director of Contract Services  
Typed or Printed Title

\_\_\_\_\_  
Date

**THE CITY OF FRISCO**

  
Signature

Wesley S. Pierson  
Typed or Printed Name

City Manager  
Typed or Printed Title

August 2, 2022  
Date

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## ATTACHMENT A LOCATION MAP SHOWING PROJECT



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## ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 90% Federal funding and 10% State funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost	%	Cost
Engineering (by Local)	\$100,500.00	0%	\$0	0%	\$0	100%	\$100,500.00
Construction (by State) 0135-02-069	\$147,706.00	90%	\$132,935.40	10%	\$14,770.60	0%	\$0
Construction (by State) 0135-11-025	\$1,411,460.00	90%	\$1,270,314.00	10%	\$141,146.00	0%	\$0
<b>Subtotal</b>	<b>\$1,659,666.00</b>		<b>\$1,403,249.40</b>		<b>\$155,916.60</b>		<b>\$100,500.00</b>
Environmental Direct State Costs	\$13,662.19	0%	\$0	0%	\$0	100%	\$13,662.19
Right of Way Direct State Costs	\$13,662.19	0%	\$0	0%	\$0	100%	\$13,662.19
Engineering Direct State Costs	\$13,662.19	0%	\$0	0%	\$0	100%	\$13,662.19
Utility Direct State Costs	\$13,662.20	0%	\$0	0%	\$0	100%	\$13,662.20
Construction Direct State Costs (7.01%)	\$54,648.77	0%	\$0	0%	\$0	100%	\$54,648.77
<b>Subtotal</b>	<b>\$109,297.54</b>		<b>\$0</b>		<b>\$0</b>		<b>\$109,297.54</b>
<b>Indirect State Cost – 4.52%</b>	\$75,016.90	0%	\$0	100%	\$75,016.90	0%	\$0
<b>TOTAL</b>	<b>\$1,843,980.44</b>		<b>\$1,403,249.40</b>		<b>\$230,933.50</b>		<b>\$209,797.54</b>

Initial Payment by the Local Government to the State: **\$54,648.77**

Payment by the Local Government to the State before Construction: **\$54,648.77**

Total payment by the Local Government to the State: **\$109,297.54**

This is an estimate. The final amount of Local Government participation will be based on actual costs.



## PARKS & RECREATION

**To:** Mayor and Town Council

**From:** Dan Baker, MBA, Director of Parks and Recreation

**Through:** Ron Patterson, Interim Town Manager  
Robyn Battle, Executive Director of Community Services

**Re:** Lakewood Preserve Park, Phase 2

**Town Council Meeting - October 11, 2022**

### **Agenda Item:**

Consider and act upon the purchase of playground equipment for Lakewood Preserve Park, Phase II (project# 2107-PK) from Game Time/Cunningham Recreation using Buyboard contract #592-19 through the Texas Local Government Purchasing Cooperative; and authorizing the Interim Town Manager to execute documents for the same. (PN)

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

The playground being purchased for Lakewood Preserve Park and will be installed in a 2,646 sq. ft. play area for 2 – 5 years old kids, includes ramped play units with whirlwind Seat, climbing arch, tot's toddler rocker, poured-in-place rubber surfacing, and installation. The playground will be coordinated and installed with the larger project once the contractor has been awarded.

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

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

### **Budget Impact:**

The purchase price is \$131,477.40. The FY 2022-2023 Capital Improvement Program included a total budget of \$4,245,000.00 in Bond, Park Fees, and General Funds for the Lakewood Preserve Phase II Project (2107-PK). This Buyboard Purchase will be funded from account #750-6610-10-00-2107PK.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Buyboard Proposal

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve the purchase of playground equipment for Lakewood Preserve Park, Phase II (project# 2107-PK) from Game Time/Cunningham Recreation using Buyboard contract #592-19 through the Texas Local Government Purchasing Cooperative; and authorizing the Interim Town Manger to execute documents for the same

**Proposed Motion:**

I move to approve the purchase of the playground for Lakewood Preserve Park, Phase II (project# 2107-PK) from Game Time/ Cunningham Recreation, through the Texas Local Government Purchasing Cooperative Buyboard contract; and authorize the Interim Town Manager to execute the contract for the same.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

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## Lakewood Park 2-5 Play Area (Rev 4)

Town of Prosper  
Attn: Paul Naughton  
250 W. First Street  
Prosper, TX 75078  
Phone: 972-569-1160  
paul\_naughton@prospertx.gov

Ship to Zip 75126

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Modular PowerScape 2-5 Ramped Play Unit	\$57,225.00	\$57,225.00
1	2022 GT- Grant	<p>MISC - 2022 Matching Funds Grant-</p> <p><b><u>Grant Rules and Limitations:</u></b></p> <p><b>To qualify for up to 100% matching grant</b>, list price of the qualifying playground system must exceed \$75,000, and <b>payment in full must accompany your order</b>. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 75%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 60%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, IONiX®, and select Modern City PlayLab® systems only. THRIVE (up to \$7,000), GTfit (up to \$7,000), and Challenge Course (up to \$25,000) are also eligible for funding from GameTime. Modern City freestanding structures, VistaRope, freestanding net structures, Altus and Spire Towers, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for a GameTime grant. <b>Orders accepted by GameTime must ship by December 30, 2022. GameTime will accept grant orders until November 1, 2022, or until all eligible funds are disbursed, whichever comes first.</b> GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2022 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Material surcharges apply.</p>		
1	6143	GameTime - Whirlwind Seat Straight (F/S)	\$737.00	\$737.00
1	3206	GameTime - FS Sensory Wave Arch System	\$5,101.00	\$5,101.00
1	4688	GameTime - FS Arch Bronze Sensor Package	\$2,560.00	\$2,560.00
1	39001	GameTime - Tot'S Toddle Rocker	\$1,098.00	\$1,098.00
1	14927	GameTime - NDS Play On Sign Package		
1	178749	GameTime - Owner's Kit	\$66.00	\$66.00
2646	Poured	<p>GT-Impax - Poured in Place Rubber Safety Surfacing (SF)-</p> <ul style="list-style-type: none"> <li>Area: 2,646 Sq.Ft.</li> <li>Materials: 50% Standard Color / 50% Black, No Designs, Aromatic Binder</li> <li>Depth: 2.5" for 5' CFH</li> <li>Freight to Site</li> <li>Installation of Rubber Surfacing Only; Regular Wages, Assumes Good Access</li> </ul>	\$20.92	\$55,354.32



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 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

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 Item 6.

## Lakewood Park 2-5 Play Area (Rev 4)

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	<p>MISC - Installation of the Above Equipment Only-</p> <p><i>Installation of Above Equipment. Unless otherwise specified this estimate does not include site work, demolition or concrete work. Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs. This estimate does not include pricing for digging or drilling through rock. If rock is hit during the installation, additional charges will be incurred. Acquisition of any and all permits, as well as complying with any building regulations, is the sole responsibility of the customer.</i></p> <p><b><i>Customer is responsible for the sub-base, curbs and berm required for this project. Pricing assumes this work will be performed AFTER the installation of the equipment. If the concrete work is completed prior to the equipment installation, additional charges will be incurred.</i></b></p>	\$17,534.25	\$17,534.25
Contract: Buy Board Contract #592-19			<b>Sub Total</b>	\$139,675.57
			<b>Grant</b>	(\$22,978.38)
			<b>Material Surcharge</b>	\$9,269.75
			<b>Estimated Freight</b>	\$5,510.46
			<b>Total</b>	<b>\$131,477.40</b>

### Comments

Freight Calculated to Installer Address

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.



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## Lakewood Park 2-5 Play Area (Rev 4)

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



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Item 6.

## Lakewood Park 2-5 Play Area (Rev 4)

### ACCEPTANCE OF QUOTATION:

*Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.*

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$131,477.40**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature

### BILLING INFORMATION:

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### SHIPPING INFORMATION:

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



800.438.2780 - [www.cunninghamrec.com](http://www.cunninghamrec.com)



## FIRE DEPARTMENT

**To: Mayor and Town Council**

**From: Stuart Blasingame, Fire Chief**

**Through: Ron K. Patterson, Interim Town Manager**

**Re: Medical City of Plano, Medical Control/Continuing Education Agreement**

**Town Council Meeting – October 11, 2022**

**Agenda Item:**

Consider and act upon approving an agreement with Medical Center of Plano for Medical Control and Continuing Education Services; and authorizing the Interim Town Manager to execute the same.

**Description of Agenda Item:**

The Fire Department entered in an annual agreement in 2019 with Medical Center of Plano for Medical Control and EMS Continuing Education. This is the annual updated agreement which reflects the additional number of personnel and provides an increase in Medical Director hours to provide medical direction for those new personnel through the course of the year.

**Budget Impact:**

The annual cost of services is \$83,250.00 and the increase was budgeted in the FY22/23 budget. The services will be funded from account 100-5480-30-01.

**Legal Obligations and Review:**

The Town Attorney has reviewed this document as to form and legality.

**Attached Documents:**

1. Agreement – Fee Structure

**Town Staff Recommendation:**

Staff recommends approving an agreement with Medical Center of Plano for Medical Control and Continuing Education Services; and authorizing the Interim Town Manager to execute the same.

**Proposed Motion:**

I move to approve an agreement with Medical Center of Plano for Medical Control and Continuing Education Services; and authorizing the Interim Town Manager to execute the same.

**Medical City Plano**  
**EMS Medical Control Prosper Fire Department**  
**Fee Structure October 1, 2022 – September 30, 2023**  
**Proposal 1 with Medical Director Hours increase and Additional 15 personnel**

Item 7.

EMS Medical Control is comprised of multiple functions represented by two categories, On-Line/Off-Line Medical Control and Education/Quality Assurance Activities. Below is a summary of the activities by category.

Medical Control: On-Line/Off Line Functions		Education/Quality Assurance Functions		
<i>On-Line/Off-Line functions include direct involvement of the EMS Medical Director and/or designee in his absence in the actual function of the following:</i>		<i>Education/Quality Assurance functions are provided by EMS Department Staff at The Medical Center of Plano in collaboration with guidance by the EMS Medical Director</i>		
<ul style="list-style-type: none"> <li>Quarterly in-person continuing education (two 3 hour class/day x 3 days)</li> </ul>		<ul style="list-style-type: none"> <li>In-person continuing education by EMS Educator two months per quarter (two 3 hour classes/day x 3 days)</li> </ul>		
<ul style="list-style-type: none"> <li>Monthly Physician field observation/training, i.e. EMS ride-outs</li> </ul>		<ul style="list-style-type: none"> <li>Internet based training one month per quarter developed by EMS Educator to provide 3 hours of required EMS CE. <i>(Upon request)</i></li> </ul>		
<ul style="list-style-type: none"> <li>Ongoing review/development of new equipment, medications, and practices as well as existing Treatment Protocols and SOPs with emphasis on Evidenced Based Medical Practice</li> </ul>		<ul style="list-style-type: none"> <li>Recording of monthly CE and utilizing the Educational Tracking Platform to allow for make-up CE for those not able to attend live classes that were offered</li> </ul>		
<ul style="list-style-type: none"> <li>Quality Assurance including review of EMS documentation, interaction with Fire Administration and field personnel to resolve concerns, documentation of loop closure, radio report review, and in-person Medical Director Reviews as needed</li> </ul>		<ul style="list-style-type: none"> <li>Quality Assurance Program to include <ul style="list-style-type: none"> <li>100% review of all Transported Light/Siren runs</li> <li>10% review of all Transported No Light/Siren runs</li> <li>100% review of all No Transports</li> <li>Monthly Protocol Specific Reviews including ACS, Stroke, Intubations, CPR, Trauma and Airway Management</li> </ul> </li> </ul>		
<ul style="list-style-type: none"> <li>24/7/365 On-Line (Radio and Telephone Support) by Board Certified Emergency Physicians at The Medical Center of Plano</li> </ul>		<ul style="list-style-type: none"> <li>Internship Program <ul style="list-style-type: none"> <li>Each intern assigned to specific educator</li> <li>EMS Educator to ride-out at shift 3 and EMS Medical Director to ride-out at shift 4 or 5</li> <li>ECG testing, Protocol testing, and Mega Code Evaluation</li> </ul> </li> </ul>		
<ul style="list-style-type: none"> <li>24/7/365 Off-line availability of EMS Medical Director and/or designee in his absence to Fire Administration and Field Personnel to review issues/concerns</li> </ul>		<ul style="list-style-type: none"> <li>Monthly Quality Assurance Dashboards tracking various metrics to include protocol compliance, airway management, continuing education hours, internship progress, hospital destination stats, and department wide success rates for advanced airway and IV/IO</li> </ul>		
<ul style="list-style-type: none"> <li>Requested meetings from Fire Administration to address issues involving EMS and personnel</li> </ul>		<ul style="list-style-type: none"> <li>Access to internet based Education Platform to allow for make-up CE, quarterly internet based CE, and tracking of CE hours offered by TMCP.</li> </ul>		
<ul style="list-style-type: none"> <li>Guaranteed access to monthly Cadaver Lab for two paramedics. (Note there is an additional fee for attendance)</li> </ul>		<ul style="list-style-type: none"> <li>Access to internet based Education Platform to allow for completion of American Heart Association BLS and ACLS followed by live check off with TMCP EMS instructor</li> </ul>		
<ul style="list-style-type: none"> <li>Attendance at City Council and other City Government meetings at the request of Fire Administration</li> </ul>		<ul style="list-style-type: none"> <li>Quarterly field observations/training, i.e. EMS ride-outs</li> </ul>		
<ul style="list-style-type: none"> <li>Paramedic Shadowing/Acute Care Hospital Rotation to enhance assessment techniques and practical skills</li> </ul>		<ul style="list-style-type: none"> <li>Annual required Infection Control and Anaphylaxis CE to meet government standards</li> </ul>		
<ul style="list-style-type: none"> <li>Final review and authorization of Paramedic Intern prior to being released for field practice</li> </ul>		<ul style="list-style-type: none"> <li>Tracking and communication to Fire Administration regarding CE attendance</li> </ul>		
<ul style="list-style-type: none"> <li>Over site of quarterly Peer Review Committee Meetings</li> </ul>		<ul style="list-style-type: none"> <li>Direct involvement in resolution of addendums to EMS Run Report</li> </ul>		
<ul style="list-style-type: none"> <li>Annual Protocol Testing, Megacode testing and Advanced Airway Management Testing with Biennial ALS and BLS Skills Credentialing</li> </ul>		<ul style="list-style-type: none"> <li>Preparation of cases for quarterly Peer Review Committee Meetings</li> </ul>		
		<ul style="list-style-type: none"> <li>Annual Protocol Testing, Megacode testing and Advanced Airway Management Testing with Biennial ALS and BLS Skills Credentialing</li> </ul>		
	<b>Medical Control: On-Line and Off-Line Functions by EMS Medical Director</b>	<b>Education/Quality Assurance</b>	<b>Annual Cost</b>	<b>Monthly Cost</b>

	360 Hours Annually Average 30 hours/month @ \$185.00/hour	Annually per Field Personnel @ \$225 x Number of Field Personnel in place January 1 of each renewal year		Item 7.
<b>Projected Costs</b>	\$66,600.00	\$16,650.00 based on 74 personnel	\$83,250.00	\$6,937.50


Annual costs for On-Line/Off-Line Medical Control functions are based on the current run rate of an average of 30 direct hours per month worked by the Medical Director in providing services to the Prosper Fire Department. Should the Fire Department decide to require additional duties for the Medical Director beyond the annual hours of 360, the direct hourly allocation amount would need to be adjusted with the necessary contractual addendums. As an example, if implementation of a Mobile Integrated Healthcare Program was requested, this would require additional hours on behalf of the Medical Director.

Annual costs for Education/Quality Assurance will be assessed at the beginning of each year and will be based on the number of field personnel budgeted for the coming fiscal year. Annual/Monthly costs for Medical Control and Education/Quality Assurance will be adjusted accordingly and be effective October 1 – September 30<sup>th</sup> to reflect the City's fiscal calendar and be billed monthly.

The Town of Prosper will be invoiced on an annual basis.

#### Medical City Plano

Date: 10/3/22 \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Brad Stein \_\_\_\_\_  
Title: CFO \_\_\_\_\_

#### TOWN OF PROSPER, TEXAS

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

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



## FIRE DEPARTMENT

**To:** Mayor and Town Council

**From:** Stuart Blasingame, Fire Chief

**Through:** Ron K. Patterson, Interim Town Manager

**Re:** Galls Uniform and Equipment

**Town Council Meeting – October 11, 2022**

**Agenda Item:**

Consider and act upon approving the purchase of uniforms and equipment from Galls, LLC through the City of Frisco cooperative best value bid (1905-082).

**Description of Agenda Item:**

Galls, LLC is the incumbent vendor for uniform duty wear, dress uniforms, and athletic apparel to the Town. The Town of Prosper previously entered into an ILA to utilize the City of Frisco Cooperative Best Value Bid Number 1905-082.

**Budget Impact:**

The blanket order expenditure request is for \$90,000.00. This was an approved budget item and will be funded by Account No. 100-5400-10-01.

**Attached Documents:**

1. City of Frisco Uniform Contract

**Town Staff Recommendation:**

Staff recommends approving the purchases of uniforms and equipment from Galls, LLC through the City of Frisco cooperative best value bid (1905-082).

**Proposed Motion:**

I move to approve the purchase of uniforms and equipment from Galls, LLC through the City of Frisco cooperative best value bid (1905-082).



## FIRE DEPARTMENT

**To: Mayor and Town Council**

**From: Stuart Blasingame, Fire Chief**

**Through: Ron Patterson, Interim Town Manager**

**Re: Bound Tree Medical Supplies**

**Town Council Meeting – October 11, 2022**

---

**Agenda Item:**

Consider and act upon approving the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Richardson contract.

**Description of Agenda Item:**

This purchase will provide a blanket PO for the purchase of pharmaceuticals and emergency medical supplies for patients of medical emergencies and injuries.

**Budget Impact:**

The estimated annual expenditure for these items is \$80,000.00 and will be funded from account 100-5440-30-10. Subsequent annual expenditures will be subject to appropriations granted in future fiscal years.

**Attached Documents:**

1. City of Richardson Contract

**Town Staff Recommendation:**

Staff recommends approving the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Richardson contract.

**Proposed Motion:**

I move to approve the pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Richardson contract.

## PLANNING



**To:** Mayor and Town Council

**From:** Pamela Clark, Business System Specialist

**Through:** Ron K. Patterson, Interim Town Manager  
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services  
David Soto, Planning Manager

**Re:** Road Abandonment Good Hope Windsong 6D and 6E

Town Council Meeting – October 11, 2022

**Agenda Item:**

Consider and act upon an ordinance abandoning a portion of Good Hope Road prescriptive right-of-way, located south of Parvin Road, beginning at a point directly north of Mill Pond Drive and extending for 625± feet.

**Description of Agenda Item:**

The purpose of this request is to abandon a portion of the prescriptive right-of-way for Good Hope Road, located south of Parvin Road, beginning at a point directly north of Mill Pond Drive and extending for 625± feet. VP Windsong Operations, LLC, the developers of Windsong Ranch, has requested this abandonment in order to develop Phase 6D and 6E of Windsong Ranch. This is being done to ensure that there are no future issues involving the prescriptive right-of-way. The prescriptive right-of-way is approximately 60 feet in width.

Both sides of this section of Good Hope Road to be abandoned are owned by VP Windsong Operations, LLC.

**Legal Obligations and Review:**

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

**Attachments:**

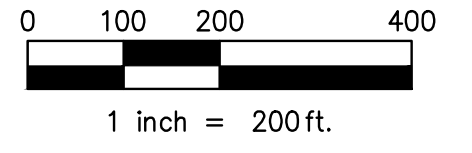
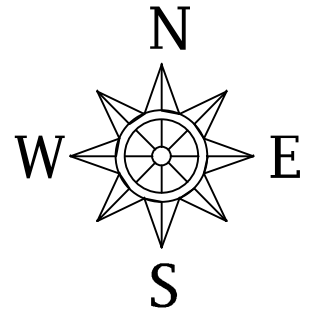
1. Location Map
2. Ordinance
3. Ordinance Exhibit A
4. Abandonment Request Letter

**Town Staff Recommendation:**

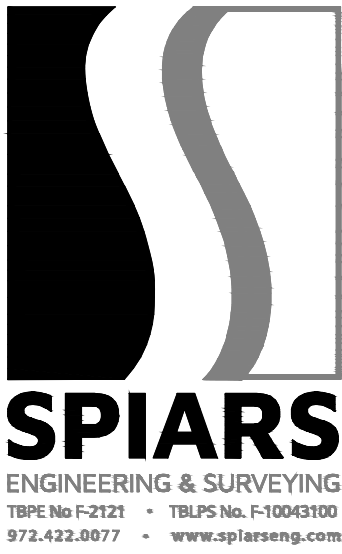
Town staff recommends that the Town Council approve an ordinance abandoning a portion of Good Hope Road prescriptive right-of-way, located south of Parvin Road, beginning at a point directly north of Mill Pond Drive and extending for 625± feet the request.

**Proposed Motion:**

I move to approve an ordinance abandoning a portion of Good Hope Road prescriptive right-of-way, located south of Parvin Road, beginning at a point directly north of Mill Pond Drive and extending for 625± feet.



GOOD HOPE ROAD ABANDONMENT EXHIBIT  
**WINDSONG RANCH**  
TOWN OF PROSPER  
DENTON COUNTY, TEXAS



**TOWN OF PROSPER, TEXAS****ORDINANCE NO. 2022-\_\_\_**

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

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

**WHEREAS**, the Town obtained certain prescriptive right-of-way along a street (indicated as Good Hope Road) generally located south of Parvin Road, beginning at a point directly north of Mill Pond Drive and extending northward approximately 625± feet as shown on Exhibit A, a copy of which is attached and is incorporated by reference; and

**WHEREAS**, Exhibit A reflects an approximately 60-foot (60') wide prescriptive right-of-way (or street), approximately 625± feet in length, as indicated above, and the property upon which the right-of-way (or street) is located has never been dedicated to the Town; and

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

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

**SECTION 1**

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

**SECTION 2**

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

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 11TH DAY OF OCTOBER, 2022.**

---

**David F. Bristol, Mayor**

**ATTEST:**

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**Michelle Lewis Sirianni, Town Secretary**

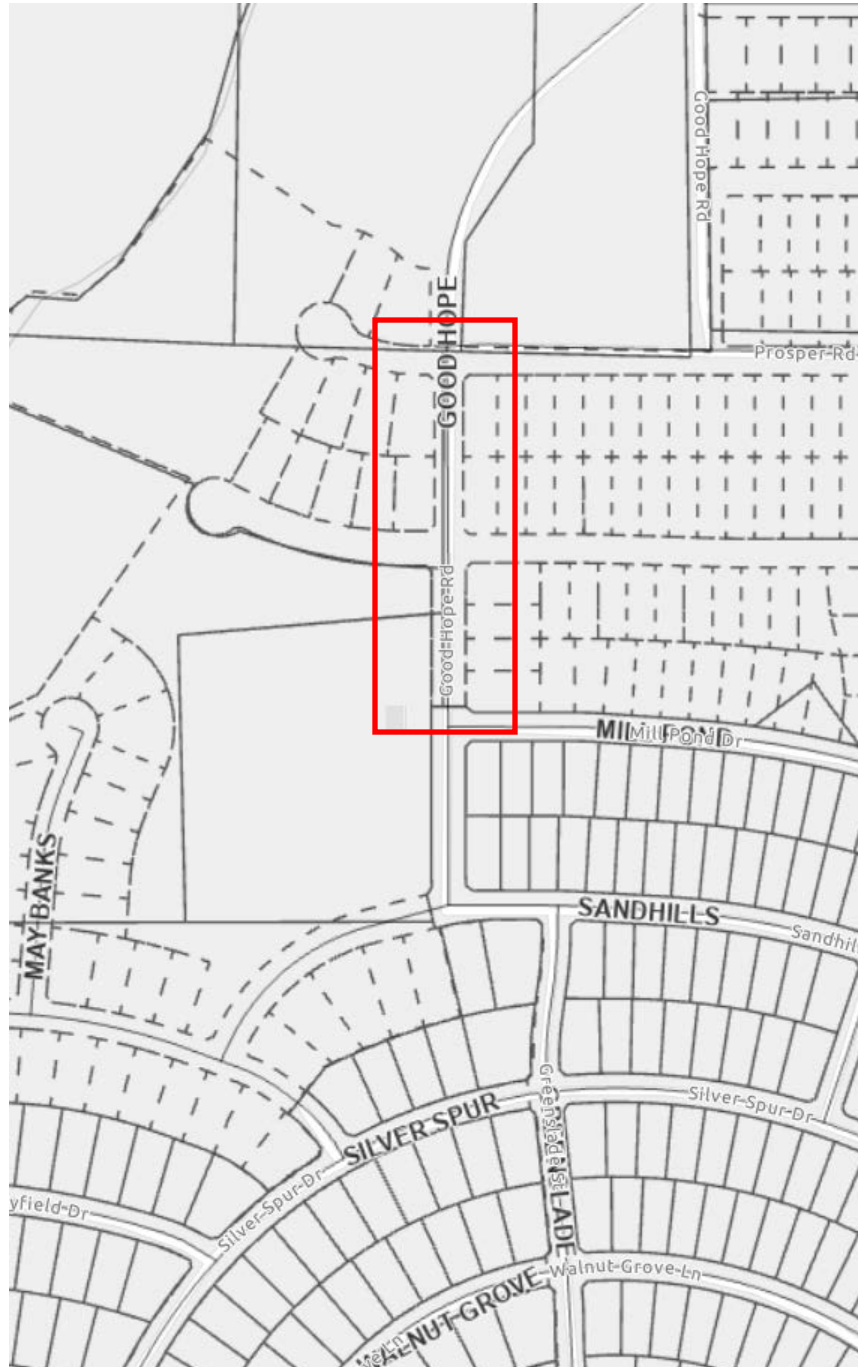
**APPROVED AS TO FORM AND LEGALITY:**

---

**Terrence S. Welch, Town Attorney**

# Exhibit A

## Good Hope Road Abandonment





April 12, 2022

**VIA: e-Mail**

Town of Prosper  
Attn: Pamela Clark  
200 S. Main St  
Prosper, Texas 75078  
[pclark@prospertx.gov](mailto:pclark@prospertx.gov)

**RE: Windsong Ranch – Abandonment of Prescriptive Right-of-Way  
Phases 6D and 6E – Portion of Good Hope Road**

Dear Pamela,

VP Windsong Operations LLC is the respective land owner of Windsong Ranch, a master-planned community within the limits of the Town of Prosper. In conjunction with our project engineer, Spiars Engineering, a portion of prescriptive ROW in relation to Good Hope Road needs to be abandoned in order to continue our platting and engineering process for Phases 6D and 6E. Per our request, please find the attached exhibit detailing the most recent area of Good Hope Road that needs to be formally abandoned by the Town of Prosper. We have also included areas on a separate exhibit of previous prescriptive ROW that have been formally abandoned by Ordinance to keep records consistent.

Please let me know if you have any questions, or if you need any further information for us regarding this matter.

Sincerely,

**VP WINDSONG OPERATIONS LLC,**  
a Delaware limited liability company

By:   
Name: D. Craig Martin  
Title: President

Enclosures(s)

CC: Matt Dorsett, Spiars Engineering  
Ryan Hartman, Spiars Engineering

David Blom, Tellus Group LLC  
Kris Wilson, Tellus Group LLC

## PLANNING



**To:** Mayor and Town Council

**From:** Pamela Clark, Business Systems Specialist

**Through:** Ron K. Patterson, Interim Town Manager  
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services  
David Soto, Planning Manager

**Re:** Road Abandonment Good Hope Windsong 10

Town Council Meeting – October 11, 2022

**Agenda Item:**

Consider and act upon an ordinance abandoning a portion of Good Hope Road prescriptive right-of-way, located south of Parvin Road, beginning 300± feet north of Kinglet Drive and extending northward approximately 1,200 feet.

**Description of Agenda Item:**

The purpose of this request is to abandon a portion of the prescriptive right-of-way for Good Hope Road, located south of Parvin Road, beginning 300± feet north of Kinglet Drive and extending northward approximately 1,200 feet. VP Windsong Operations, LLC, the developers of Windsong Ranch, has requested this abandonment in order to develop Phase 10 of Windsong Ranch. This is being done to ensure that there are no future issues involving the prescriptive right-of-way. The prescriptive right-of-way is approximately 60 feet in width.

Both sides of this section of Good Hope Road to be abandoned are owned by VP Windsong Operations, LLC.

**Legal Obligations and Review:**

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

**Attachments:**

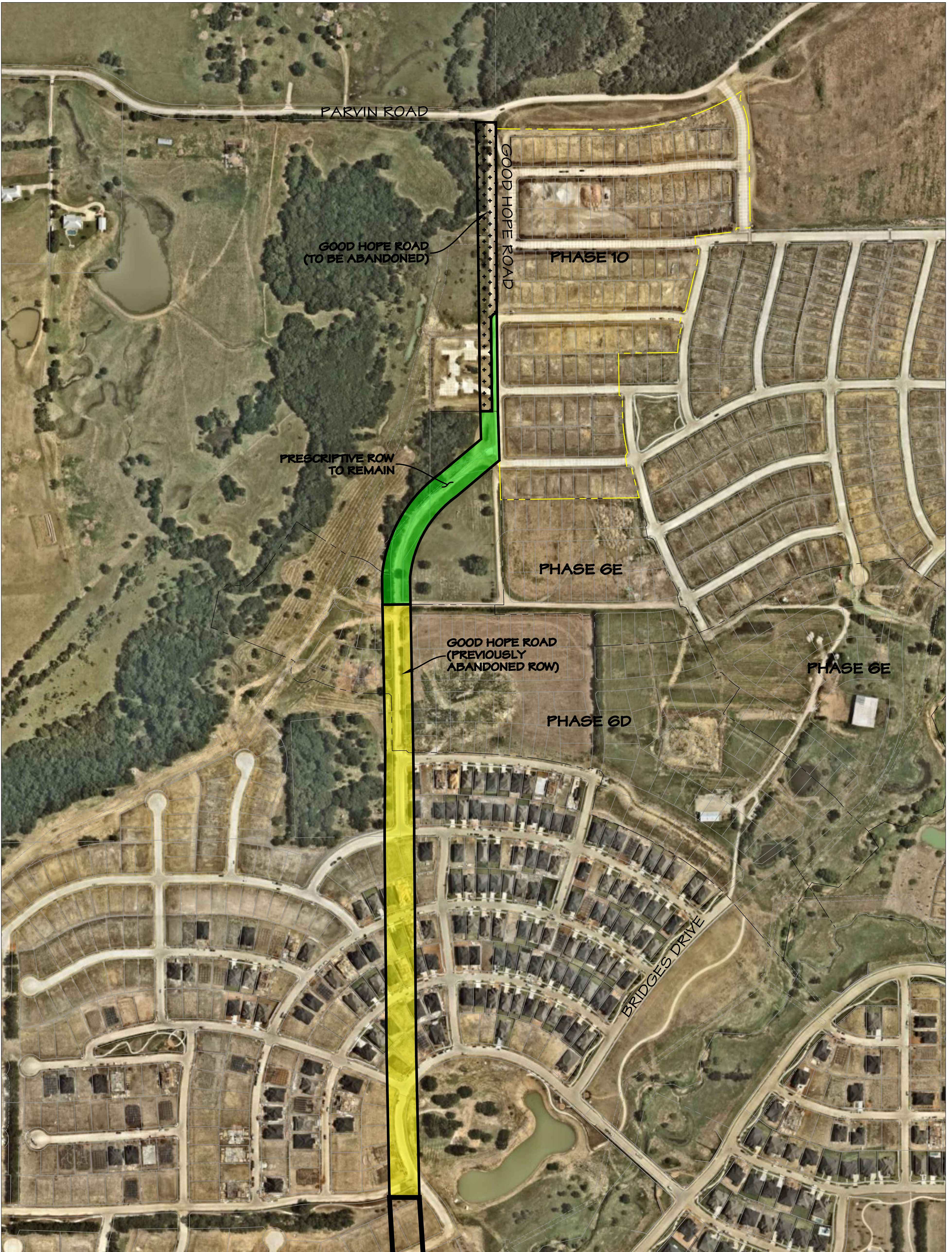
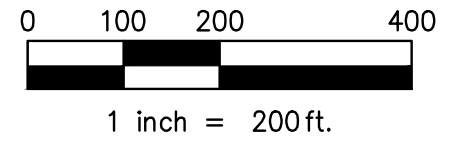
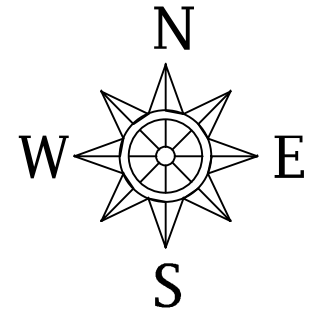
1. Location Map
2. Ordinance
3. Ordinance Exhibit A
4. Abandonment Request Letter

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve an ordinance abandoning a portion of Good Hope Road prescriptive right-of-way, located south of Parvin Road, beginning 300± feet north of Kinglet Drive and extending northward approximately 1,200 feet.

**Proposed Motion:**

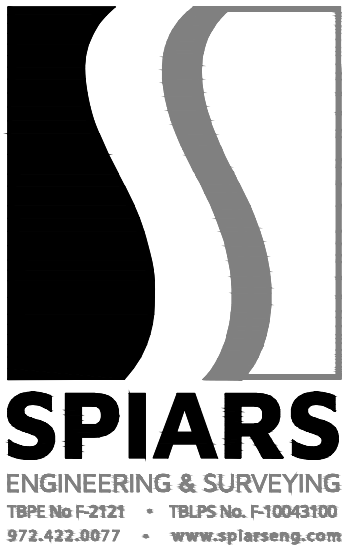
I move to approve an ordinance abandoning a portion of Good Hope Road prescriptive right-of-way, located south of Parvin Road, beginning 300± feet north of Kinglet Drive and extending northward approximately 1,200 feet.



GOOD HOPE ROAD ABANDONMENT EXHIBIT

**WINDSONG RANCH**  
TOWN OF PROSPER  
DENTON COUNTY, TEXAS

Scale: 1"=200' August 29, 2022 Sheet 1 of 1



**TOWN OF PROSPER, TEXAS****ORDINANCE NO. 2022-\_\_\_**

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

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

**WHEREAS**, the Town obtained certain prescriptive right-of-way along a street (indicated as Good Hope Road) generally located south of Parvin Road, beginning 300± feet north of Kinglet Drive and extending northward approximately 1,200 feet as shown on Exhibit A, a copy of which is attached and is incorporated by reference; and

**WHEREAS**, Exhibit A reflects an approximately 60-foot (60') wide prescriptive right-of-way (or street), approximately 1,200 feet in length, as indicated above, and the property upon which the right-of-way (or street) is located has never been dedicated to the Town; and

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

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

### **SECTION 1**

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

### **SECTION 2**

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

### **SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 11TH DAY OF OCTOBER, 2022.**

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

**ATTEST:**

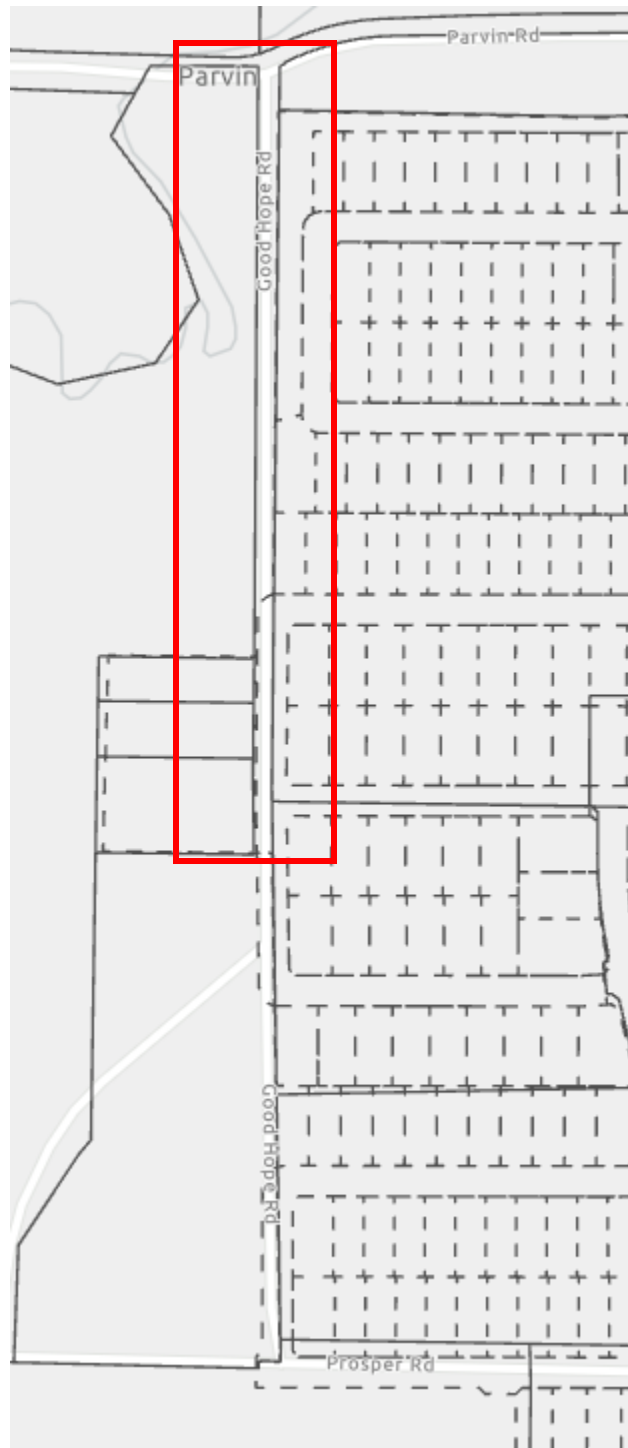
\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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

## EXHIBIT A

### Good Hope Road Abandonment





September 19, 2022

VIA: e-Mail

Town of Prosper  
Attn: Pamela Clark  
200 S. Main St  
Prosper, Texas 75078  
[pclark@prospertx.gov](mailto:pclark@prospertx.gov)

**RE: Windsong Ranch – Abandonment of Prescriptive Right-of-Way  
Phase 10 – Portion of Good Hope Road**

Dear Pamela,

VP Windsong Investments, LLC and WSR Grounds, LLC is the respective land owner of Windsong Ranch, a master-planned community within the limits of the Town of Prosper. In conjunction with our project engineer, Spiars Engineering, a portion of prescriptive ROW in relation to Good Hope Road needs to be abandoned in order to continue our platting and engineering process for Phase 10. Per our request, please find the attached exhibit detailing the most recent area of Good Hope Road that needs to be formally abandoned by the Town of Prosper. We have also included areas on the exhibit of previous prescriptive ROW that have been formally abandoned by Ordinance to keep records consistent.

Please let me know if any questions, or if you need any further information for us regarding this matter.

Sincerely,

VP WINDSONG OPERATIONS LLC,  
a Delaware limited liability company

By: 

Name: D. Craig Martin

Title: Vice President

WSR GROUNDS LLC,  
a Delaware limited liability company

By: 

Name: D. Craig Martin

Title: President



Enclosure(s)

CC: Matt Dorsett, Spiars Engineering  
Ryan Hartman, Spiars Engineering  
Colton Smith, Spiars Engineering

Kris Wilson, Tellus Group LLC



*Prosper is a place where everyone matters.*

## PLANNING

**To:** Mayor and Town Council

**From:** Pamela Clark, Business Systems Specialist

**Through:** Ron Patterson, Interim Town Manager  
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services  
David Soto, Planning Manager

**Re:** Fishtrap Road to First Street Renaming  
Town Council Meeting – October 11, 2022

---

**Agenda Item:**

Consider and act upon an ordinance renaming a segment of Fishtrap Road to First Street located between Legacy Drive and Gee Road. (MD22-0007)

**Description of Agenda Item:**

The purpose of this request is to rename the segment of “Fishtrap Road” that is located between Legacy Drive and Gee Road, to “First Street.” The Denton County/Collin County line is generally located along Legacy Drive. West of Legacy Drive, First Street becomes Fishtrap Road in Denton County. This request would result in a consistent road name for the entire stretch of road in Prosper. In addition, the Thoroughfare Plan depicts First Street as a continuous road from Gee Road to Custer Road.

Town staff provided notice of the name change to all affected property owners, which included eight (8) property owners. Staff has received three (3) responses to the proposed renaming, one (1) in opposition and two (2) in support of the change. Following approval of the ordinance, all necessary property owners and entities will be notified of the road name change and any address changes, accordingly.

Following approval and adoption of an ordinance by the Town of Prosper, Denton County and Denton County Fresh Water District No. 10 will hold Public Hearings and adopt similar ordinances. A timeframe for the scheduling of those Public Hearings is not yet known but anticipated to be complete before the end of this year. Upon Town Council adoption of the attached ordinance, Town staff will order the street name blades and begin the process for replacing the monument signs. In addition, property owners impacted by the road name change will be notified to submit for reimbursement of advertising, licensing and signage expenses incurred as a result of the road name change. Emergency services will reflect the street name change within their databases once all signage has been replaced.

**Budget Impact:**

The estimated expense for the renaming will be between \$50,000 - \$80,000 and is dependent upon expenses impacted property owners submit for reimbursement, and the expense for replacing street signage. Expenses incurred will be funded by the Capital Projects fund.

**Legal Obligations and Review:**

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

**Attachments:**

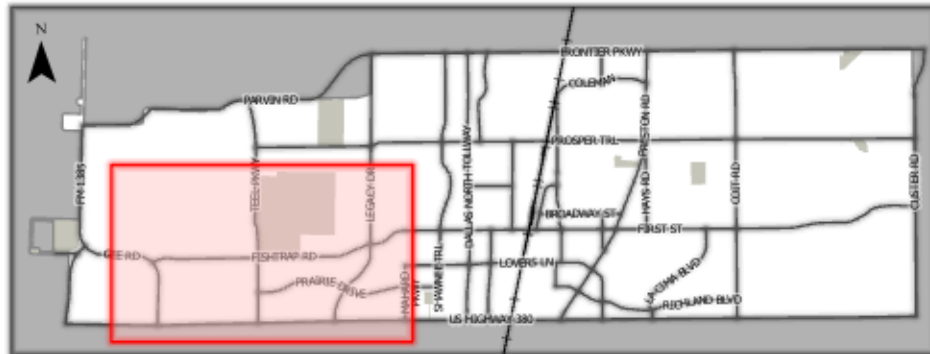
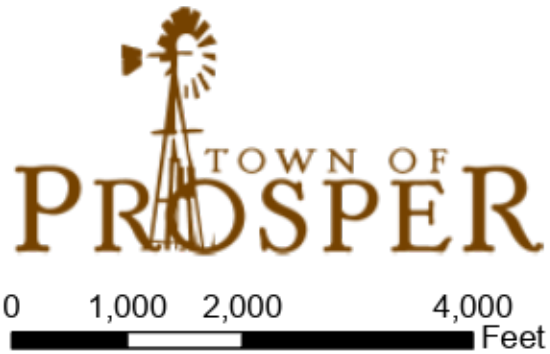
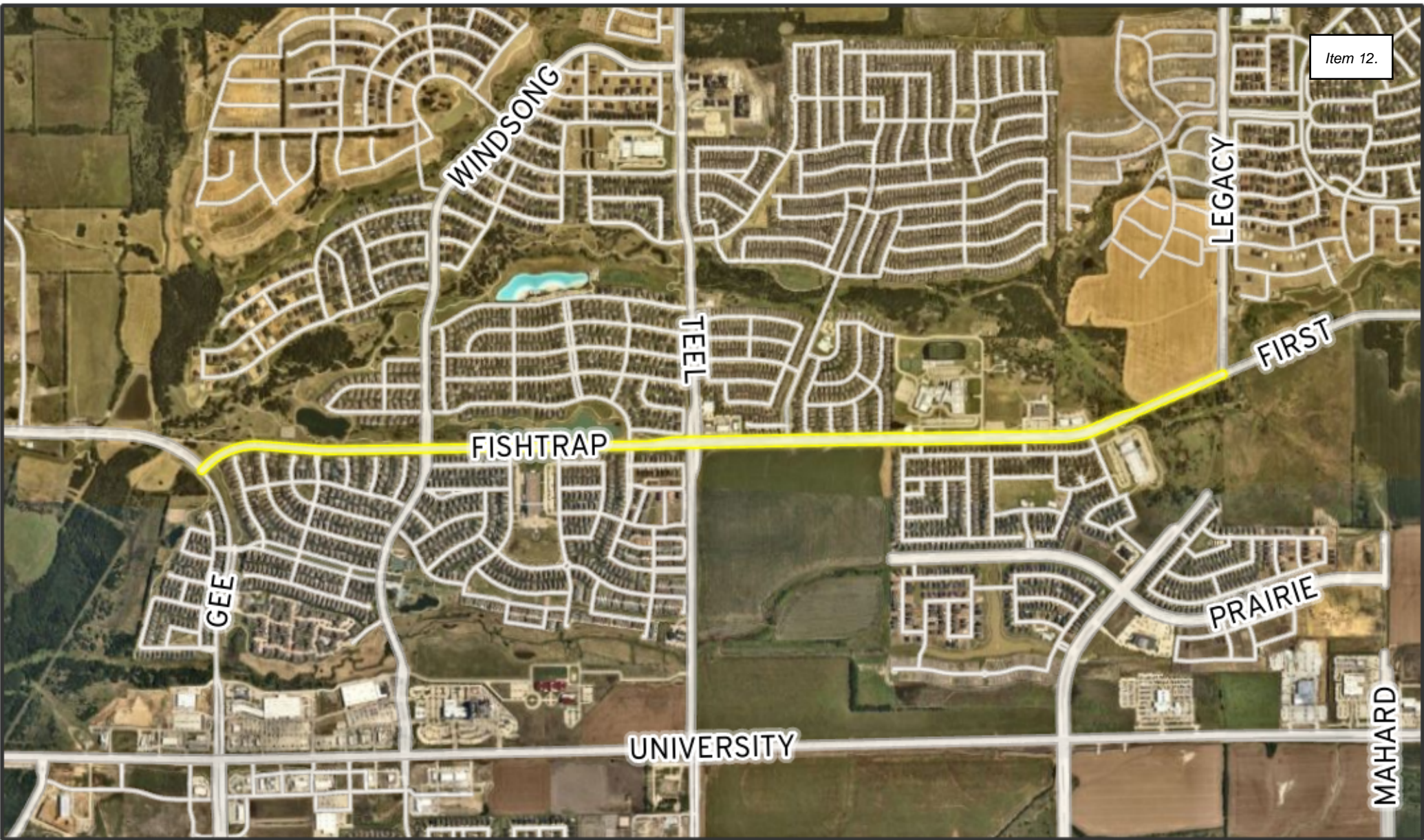
1. Location Map
2. Ordinance
3. Ordinance Exhibit
4. Thoroughfare Plan
5. Financial Impact Estimate

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve an ordinance renaming a segment of a Fishtrap Road to First Street, located between Legacy Drive and Gee Road.

**Proposed Motion:**

I move to approve an ordinance renaming a segment of a Fishtrap Road to First Street, located between Legacy Drive and Gee Road.



This map for illustration purposes only

MD22-0007  
Fishtrap Road Renaming

**TOWN OF PROSPER, TEXAS****ORDINANCE NO. 2022-\_\_**

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, CHANGING THE NAME OF A SEGMENT OF FISHTRAP ROAD TO FIRST STREET; PROVIDING FOR SEVERABILITY; SAVINGS/REPEALING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.**

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has initiated a request to rename a portion of Fishtrap Road to First Street, located in Prosper, Denton County, Texas; and

**WHEREAS**, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rename a segment of Fishtrap Road to First Street, 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**

Renaming a Segment of Fishtrap Road to First Street. A segment of Fishtrap Road, as particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim, is hereby renamed to First Street.

**SECTION 3**

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 4**

Savings/Repealing Clause. 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 5**

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 11TH DAY OF OCTOBER, 2022.**

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

**ATTEST:**

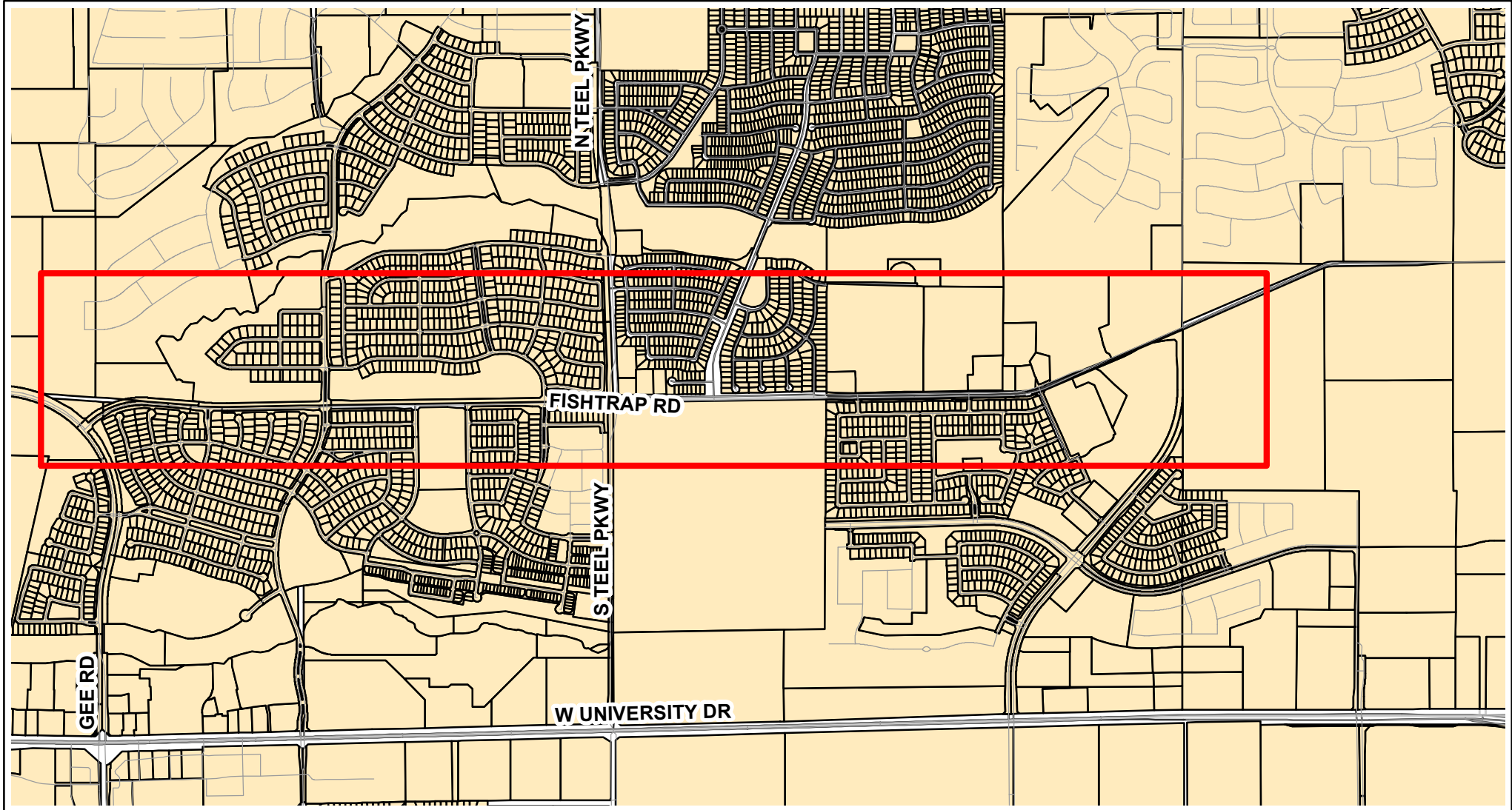
\_\_\_\_\_  
**Michelle Lewis-Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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

# Exhibit A

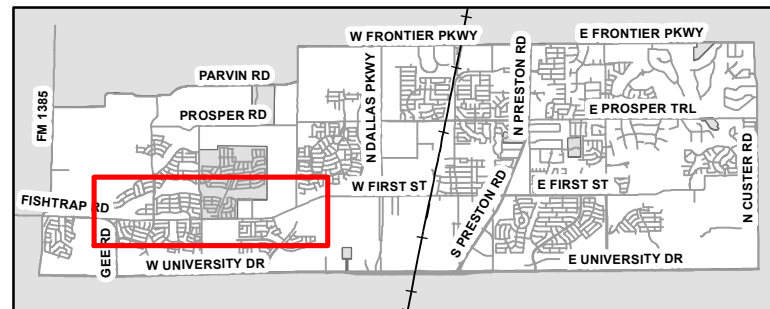
Item 12.

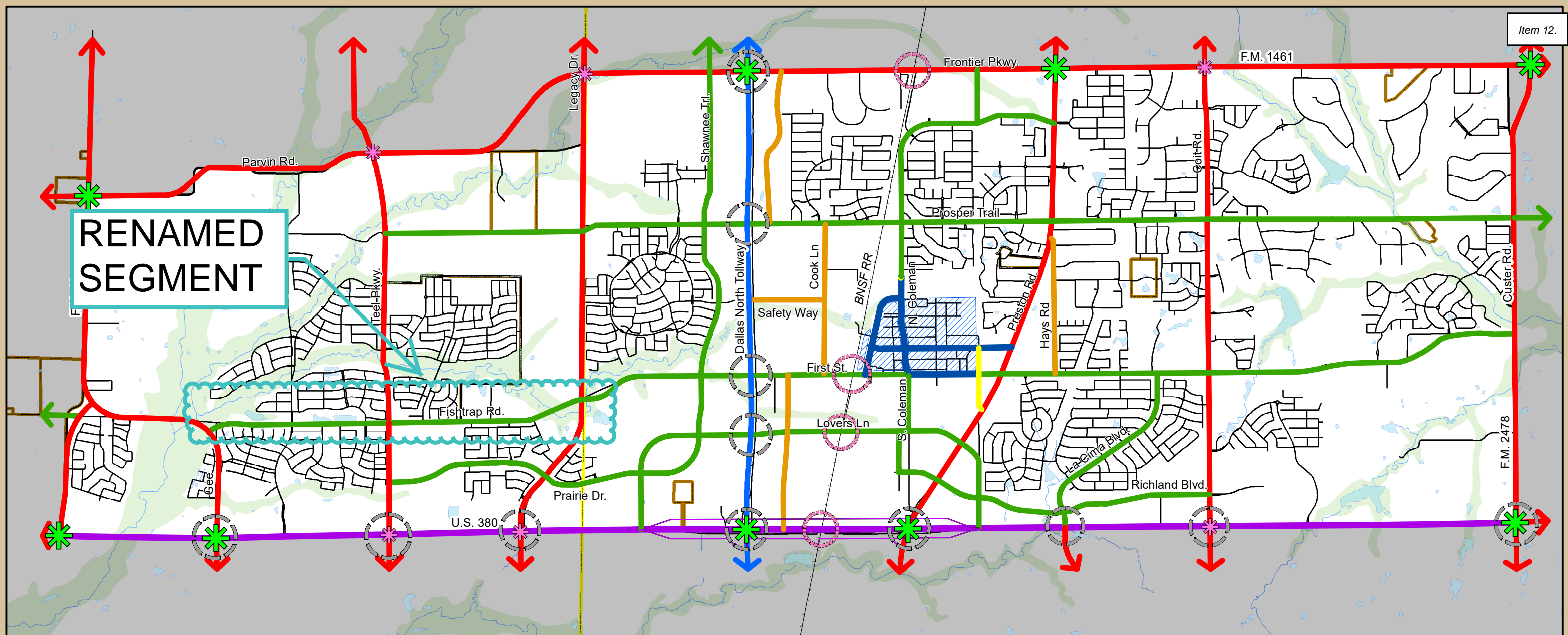


This map is for illustration purposes only.

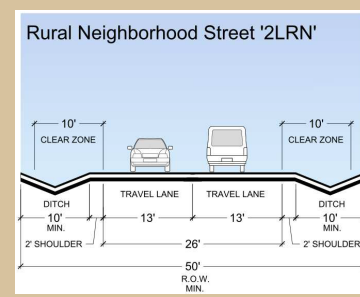
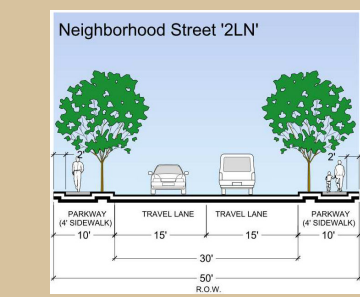
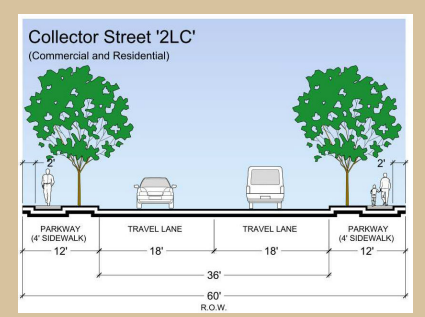
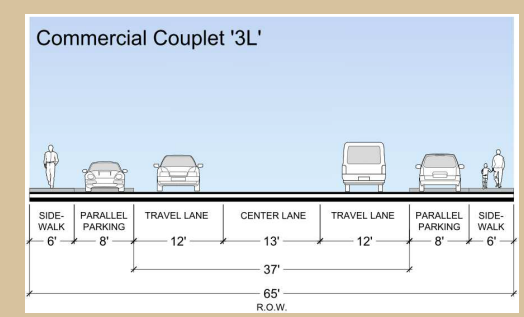
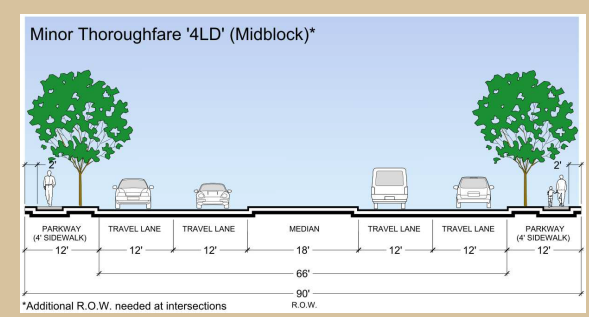
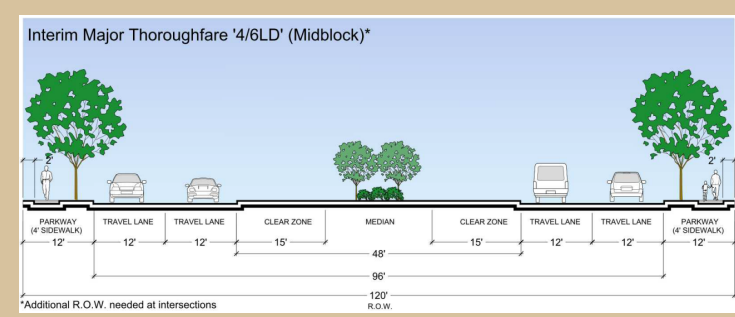
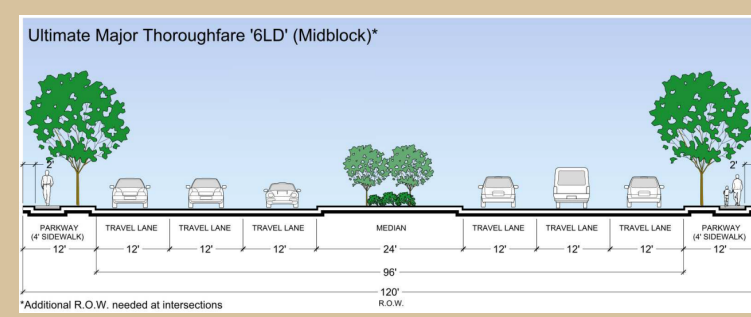


0 1,250 2,500 Feet





Item 12.



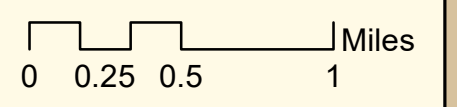
- ### Thoroughfare Description
- Limited Access Roadway/Freeway (330' ROW)
  - Dallas North Tollway
  - Major Thoroughfare (6 lane; 120' ROW)
  - Minor Thoroughfare (4 lane; 90' ROW)
  - Commercial Couplet (3 lane; 65' ROW)
  - Commercial Collector (2 lane; 60' ROW)
  - Old Town District (Section Varies)
  - Access Roads

- ★ Major Gateway
- ★ Minor Gateway
- Grade Separation
- RR Grade Separation
- Town of Prosper
- ETJ
- + 100 Year Floodplain

The Thoroughfare Plan is for informational purposes and has not been prepared for and is not intended for legal, real estate, engineering, or surveying purposes. It is provided as a conceptual guide for transportation decisions within the Town related to general roadway alignments and classifications. The Town of Prosper does not assume any responsibility or liability for omissions, inaccuracies, or misinterpretations of the Thoroughfare Plan.



**Plate 3**  
September 2020



# Thoroughfare Plan

Fishtrap Road Renaming				
Item	Quantity	Replacement Estimate	Total Estimate	Examples
Street Blades	13	\$85.00 - \$125	\$1,105 - \$1,625	
Illuminated Intersection Signs	4	\$400 - \$500 each \$850 Shipping	\$1,600 - \$2,000 \$850 shipping	
Steel Intersection Signs	3	\$140	\$420	
Monument Signs	2	\$7,000	\$14,000	
Advertising Materials	30	\$1,500	\$45,000	Business Cards, Letterhead, Double Sided Flyers, Envelopes



## PLANNING

**To:** Mayor and Town Council

**From:** David Soto, Planning Manager

**Through:** Ron K. Patterson, Interim Town Manager  
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

**Re:** Comprehensive Plan MQ Prosper North

**Town Council Meeting – October 11, 2022**

**Agenda Item:**

Conduct a public hearing and act upon a request to amend the Future Land Use Plan from Residential Low Density to Retail and Neighborhood Services, generally located, located on the east side of Preston Road, north of St. Peter Lane. (CA22-0001).

**Description of Agenda Item:**

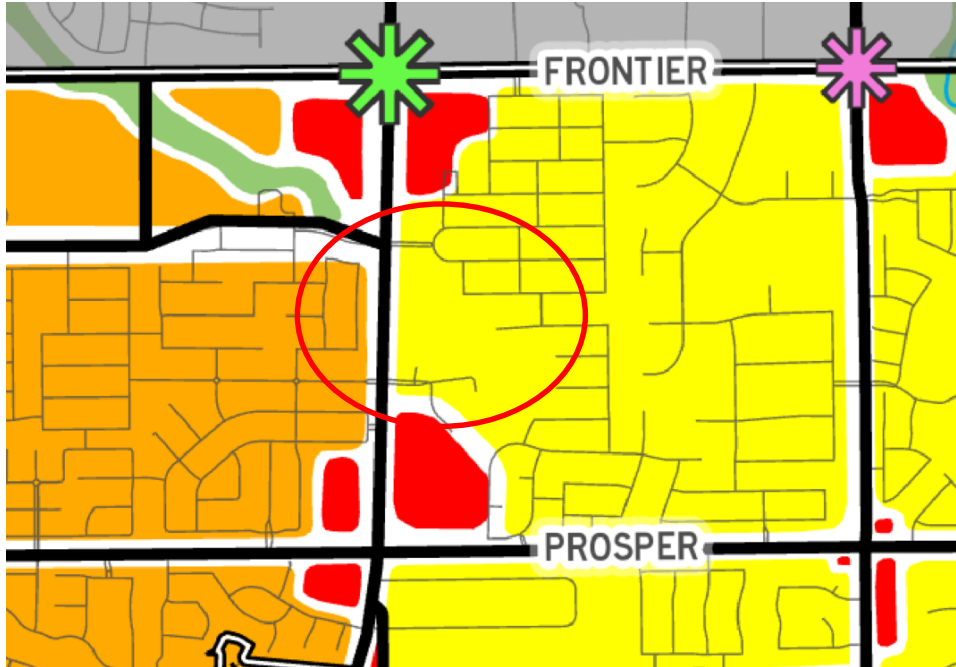
Town staff has received a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development. The applicant is proposing to introduce a new Planned Development that includes but not limited to permitted uses, development regulations, and design guidelines, located on the east side of Preston Road, north of St. Peter Lane. Zoning Case Z21-0003. The applicant is also providing 2 residential lots with a based zoning of SF-22 toward the rear of the property.

Rezoning requests, which do not conform, to the Future Land Use Plan shall be accompanied by a request to amend the Future Land Use Plan. The Comprehensive Plan document anticipates the Town will encounter “development proposals that do not directly reflect the purpose and intent of the land use pattern as shown on the Future Land Use Plan map.”

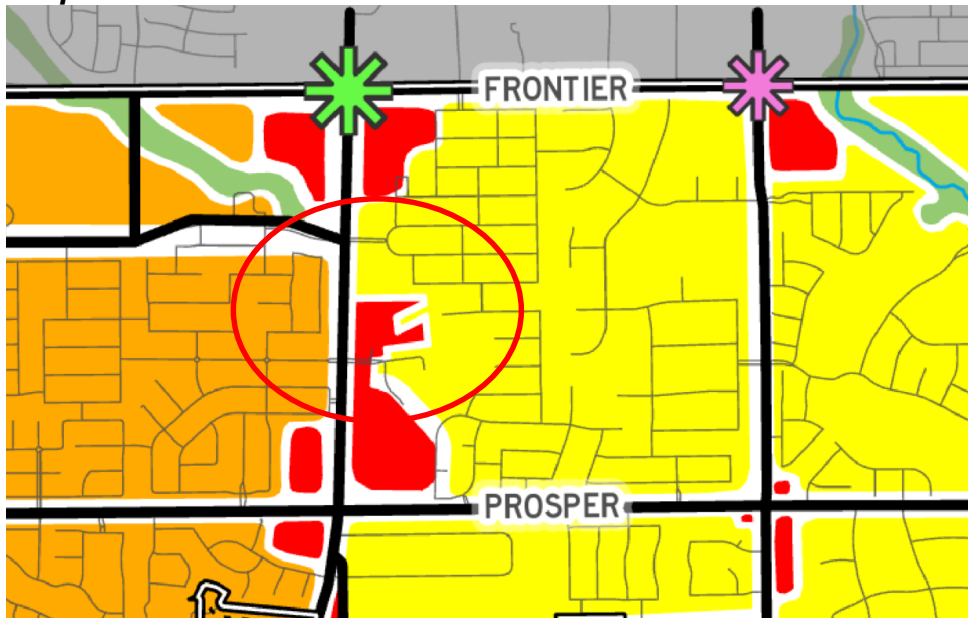
Land use districts designated on the Future Land Use Plan are intended to depict general areas where land uses are considered appropriate for an area, and such districts are not intended to be parcel specific. If the Planning & Zoning Commission and Town Council believe the property located on the east side of Preston Road, north of St. Peter Lane is more appropriately classified as Retail and Neighborhood Services on the Future Land Use Plan, then it would be appropriate to reclassify the property.

See below for proposed plan amendment. Images of the existing and proposed amendment are shown below.














**Existing**



**Proposed**



## Legend

 Low Density Residential	 Old Town District	 Major Gateway
 Medium Density Residential	 Town Center	 Minor Gateway
 High Density Residential	 Tollway District	 Town of Prosper
 Retail & Neighborhood Services	 US 380 District	 ETJ
 Business Park	 100 Year Floodplain	

At the time of the 2012, the expected build out capacity population was approximately 60,485 population excluding Artesia. As mentioned below with that capacity, 757.9 acres would be the maximum supported. The latest 2022 expected buildout capacity population is approximately 71,000. Approximately 300 acres was added since the 2012 Comprehensive Plan, however, 11,000 residences were also added to the expected build out capacity.

Retail Assumptions	Comp. Plan Total Acres	Retail Acres per Category
Neighborhood Services*	331	231.7
Town Center**	575	258.8
Tollway District***	1,426	142.6
US 380****	1,248	124.8
<b>Total</b>	<b>3,580</b>	<b>757.9</b>
* Assumed 70% retail component		
**Assumed 45% retail component		
***Assumed 10% retail component		
****Assumed 10 % retail component		

Retail Assumptions	Comp. Plan Total Acres	Retail Acres per Category
Neighborhood Services *	938	656.6
Town Center **	340	153
Tollway District ***	1236	123.6
US 380 ****	949	94.9
<b>Total</b>	<b>3463</b>	<b>1028.1</b>
*Assumed 70% retail component		
**Assumed 45% retail component		
***Assumed 10% retail component		
****Assumed 10% retail component		

## Comprehensive Plan Factors

Per the Comprehensive Plan, additional neighborhood services retail zoning should be avoided. Nodal retail activity should be concentrated at primary intersections, and the “four corner” principle should be avoided to reduce the possibility of an oversupply of retail acreage. Strip center development along major roadways should also be avoided, as the plan recommends.

The consequences of an oversupply of retail may include:

- Vacant, underutilized land;
- Lower rental rates leading to undesirable uses;
- Pressures for additional multifamily to fill vacant parcels; and
- Blighted corridors.

The Plan states, “it should be incumbent upon the applicant making such a proposal to provide evidence that the proposal meets the aforementioned considerations, supports community goals and objectives as set forth within this Plan, and represents long term economic and/or social benefits for the community as a whole, not just a short-term financial gain for whoever is developing the project.”

The applicant provided the attached letter (attachment 3), in response.

The document recommends that “development proposals that are inconsistent with the Future Land Use Plan map (or that do not meet its general intent)” should be reviewed based on the following questions and should be reviewed on their own merit. Please see the response provided by the applicant to each criteria listed below.

- **Will the proposed change enhance the site and the surrounding area?**
  - The proposed use will enhance the surrounding area by providing additional neighborhood services for established residential neighborhoods. The developer has interested restaurants in demand of this location and unique natural features of the property.
- **Is the proposed change a better use than that originally envisioned and depicted on the Future Land Use Plan map?**
  - The proposed change in use is optimal to single family residential given the aforementioned physical and financial challenges. Neighborhood services will support existing and prospective residential neighborhoods while avoiding a sub-optimal single family development on the subject property that could negatively impact prevailing residential property values.
- **Will the proposed use impact adjacent residential areas in a negative manner?**
  - The limited single family development of Lots A and B with large lots will allow for high priced residences that preserve or enhance the prevailing housing stock of Prosper. The proposal will not impact residential areas in a negative way. Negative impacts will be avoided by the implementation of careful site planning, use restrictions, and development parameters.

- **Will the proposed use be compatible with and/or enhance adjacent residential uses?**
  - The proposal for a Planned Development will set forth appropriate safeguards to ensure compatibility with adjacent residential uses. Measures and parameters such as use limitation, building height and setbacks, and landscaping and buffering will allow a harmonious juxtaposition of uses while providing conveniently located neighborhood services. Moreover, the planned north-to-south solid vegetative hedge and the natural tree line along the eastern perimeter will remain and act as a buffer for the residences to the east.
- **Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?**
  - Adjacent uses are residential and a planned city park to the north. The proposed architectural building scale of one-story, and residential design aligns with the general look and feel of the adjacent residential housing stock. Prospective businesses will have reasonable operating hours. Any restaurants would be located on lots closer to Preston Road, more than 400 feet from residential properties outside of the PD. Operations will be managed so as to not cause any detrimental impacts to residential properties. Measures will be taken to avoid noise nuisance and light pollution spilling into adjacent residential neighborhoods.
- **Does the proposed use present a significant benefit to the public health, safety, welfare and/or social well-being of the community?**
  - The proposed use presents significant benefit to the public health safety, welfare and/or social well-being of the community by encouraging destination sit down restaurants fronting a beautiful amenity pond near a city park. Additional neighborhood services will provide convenient goods and services for the community.
- **Would it contribute to the Town's long-term economic stability?**
  - See attachment #3

The Plan also recommends that “it is important to recognize that proposals not directly consistent with the Plan could reflect higher and better long-term uses than those originally envisioned and shown on the Future Land Use Plan map for a particular area. This may be due to changing markets, demographics and/or economic trends that occur at some point in the future after the Plan is adopted. If such changes occur, and especially if there are demonstrated significant social and/or economic benefits to the Town of Prosper, then these proposals should be approved and the Future Land Use Plan map should be amended accordingly.”

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

The Town Council is required to hold a Public Hearing prior to acting on an amendment to the Future Land Use Plan contained in the Town's Comprehensive Plan.

#### **Attachments:**

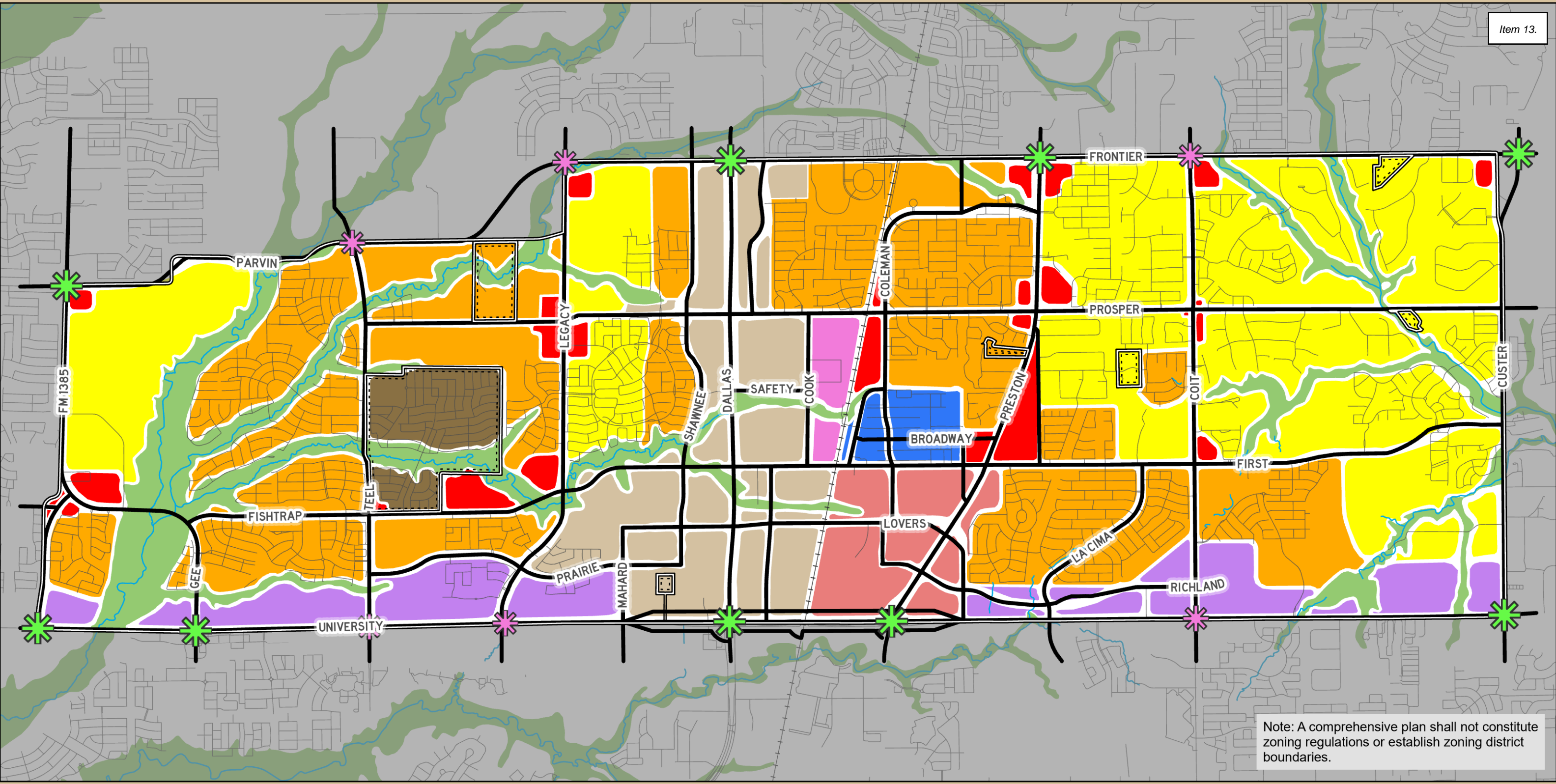
1. Existing Future Land Use Plan
2. Proposed Future Land Use Plan
3. Request Letter

**Planning & Zoning Recommendation:**



At their September 20, 2022, meeting, the Planning & Zoning Commission recommended the Town Council denied the request, by a vote of 3-2.

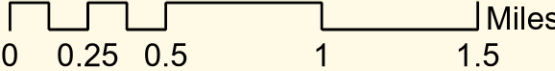
**Town Staff Recommendation:**

Town staff recommends that the Town Council act upon a request to amend the Future Land Use Plan from Residential Low Density to Retail and Neighborhood Services, generally located, located on the east side of Preston Road, north of St. Peter Lane.



July 2012






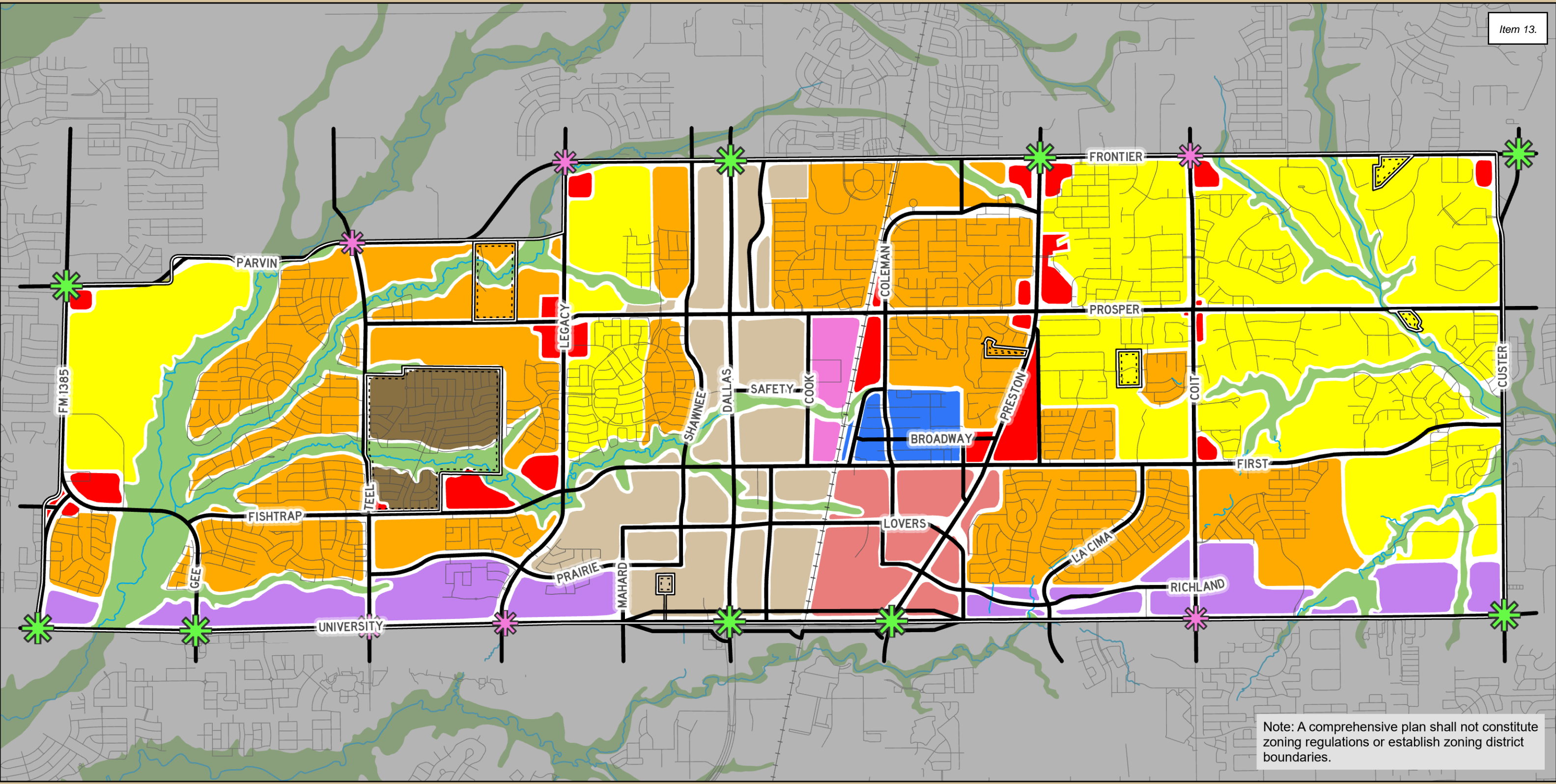
Legend

Low Density Residential	Old Town District	Major Gateway
Medium Density Residential	Town Center	Minor Gateway
High Density Residential	Tollway District	Town of Prosper
Retail & Neighborhood Services	US 380 District	ETJ
Business Park	100 Year Floodplain	

Future Land Use Plan



Pla Page 87



CA21-0001 Proposed

**FREESE AND NICHOLS**

0 0.25 0.5 1 1.5 Miles

↑

**Legend**

Low Density Residential	Old Town District	Major Gateway
Medium Density Residential	Town Center	Minor Gateway
High Density Residential	Tollway District	Town of Prosper
Retail & Neighborhood Services	US 380 District	ETJ
Business Park	100 Year Floodplain	

**Future Land Use Plan**

**TOWN OF PROSPER**

**Pla** Page 88

## FUTURE LAND USE MAP AMENDMENT

### MQ Prosper North

MQ Development Company requests amendment to the Future Land Use Map (FLUM) of the Town of Prosper Comprehensive Plan. The FLUM calls for single family. Through extensive due diligence and site planning exercises, it was determined that physical characteristics of the site make conventional single-family development for most of the site impractical from standpoints of both prospective homeowner desirability and economic viability.

The irregular shape, topography and flood plain play a role in optimal use type for the property. There is a creek and low areas that traverse the western perimeter, the north central, and eastern sections of the property. To generate the necessary lot yield, residential lots would be planned along the northern perimeter, requiring additional grading and tree removal. The creek makes residential pad site layout a challenge and compromises necessary yields to build out necessary public infrastructure including a public street.

The costs associated with the significant grading required would far outweigh economic benefits of a limited residential lot yield. Financial feasibility notwithstanding, the lot layout necessary to make the project work, would be a compact and efficient cookie cutter rectangular pattern, creating and uninspiring and underwhelming development that could fall short of the high standard of aesthetics and quality expected in Prosper. Moreover, it would place residential back yards up against the existing residential homes along the southern perimeter, unnecessarily crowding existing neighbors.

In contrast, the property with its adjacency to Preston Road and topography, is better suited for non- residential uses that serve residential development. The proposal would preserve a certain degree of trees and grade along the northern perimeter. Lot 8 is planned as open space, preserving the natural treed areas. Commercial development also allows greater building setbacks and larger perimeter buffers from the adjacent properties, instead of smaller residential yards with back to back lots.

The PD would ensure that the appropriate type of uses are allowed and at the right scale given these residential adjacencies. A carefully planned, limited scaled neighborhood service development can be site planned to take advantage of the natural topography, maintain vistas that take advantage of a planned amenity pond, and integrates with the physical features of the property. Moreover, creating Lot 8 and Lots A and B for residential provide an excellent transition buffer to established single family subdivisions to the northeast, east and southeast.

Please consider the following considerations from the Comprehensive Plan in evaluating amendment to the FLUM to accommodate the proposal:

- The proposed use will enhance the surrounding area by providing additional neighborhood services for established residential neighborhoods. The developer has interested restaurants in demand of this location and unique natural features of the property.
- The proposed change in use is optimal to single family residential given the aforementioned physical and financial challenges. Neighborhood services will support

existing and prospective residential neighborhoods while avoiding a sub-optimal single family development on the subject property that could negatively impact prevailing residential property values.

- The limited single family development of Lots A and B with large lots will allow for high priced residences that preserve or enhance the prevailing housing stock of Prosper.
- The proposal for a Planned Development will set forth appropriate safeguards to ensure compatibility with adjacent residential uses. Measures and parameters such as use limitation, building height and setbacks, and landscaping and buffering will allow a harmonious juxtaposition of uses while providing conveniently located neighborhood services. Moreover, the planned north-to-south solid vegetative hedge and the natural tree line along the eastern perimeter will remain and act as a buffer for the residences to the east.
- The proposal will not impact residential areas in a negative way. Negative impacts will be avoided by the implementation of careful site planning, use restrictions, and development parameters.
- Adjacent uses are residential and a planned city park to the north. The proposed architectural building scale of one-story, and residential design aligns with the general look and feel of the adjacent residential housing stock. Prospective businesses will have reasonable operating hours. Any restaurants would be located on lots closer to Preston Road, more than 400 feet from residential properties outside of the PD. Operations will be managed so as to not cause any detrimental impacts to residential properties. Measures will be taken to avoid noise nuisance and light pollution spilling into adjacent residential neighborhoods.
- The proposed use presents significant benefit to the public health safety, welfare and/or social well-being of the community by encouraging destination sit down restaurants fronting a beautiful amenity pond near a city park. Additional neighborhood services will provide convenient goods and services for the community.



## PLANNING

**To:** Mayor and Town Council

**From:** David Soto, Planning Manager

**Through:** Ron K. Patterson, Interim Town Manager  
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

**Re:** Zoning MQ Prosper North  
Town Council Meeting – October 11, 2022

**Agenda Item:**

Conduct a public hearing and act upon a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development, located on the east side of Preston Road, north of St. Peter Lane. (Z21-0003).

**Description of Agenda Item:**

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

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Single Family-15	Undeveloped	Low Density Residential
<b>North</b>	Planned Development-15-Single Family	Town of Prosper Park	Low Density Residential
<b>East</b>	Single Family-15	Single Family Residence & Prosper Lake Subdivision	Low Density Residential
<b>South</b>	Single Family-15	Montclair Subdivision	Low Density Residential
<b>West</b>	Single Family-12.5	Cambridge Park Estates, Phase 1	Medium Density Residential

Requested Zoning – The purpose of this request is to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development. The applicant is proposing to introduce a new Planned Development that includes but not limited to permitted uses, development regulations, and design guidelines. Outline below is a few of the development standards, please refer to the Exhibit D for all the regulations.

It's important to note that the applicant has created its own allowable uses and the list of uses are shown below.

List of Uses allowed:

1. Administrative, Medical or Professional Office
2. Antique Shop
3. Artisan's Workshop
4. Bank, Savings and Loan, or Credit Union, Lots 1-6 only
5. Bed and Breakfast Inn
6. Beauty Salon, Barber Shop, Lots 1, 2 and 3 only
7. Building Materials and Hardware Sales, Minor, Lots 1-3 only
8. Business Service, Lots 1 - 4only
9. Child Care Center, Licensed, only one permitted in PD, Lots 3 and 4by SUP only
10. Convenience Store without Gas Pumps, Lots 1-3 by SUP only
11. Day Care Center, Adult, only one permitted in PD, Lots 1, 3 and 4 by SUP only
12. Dry Cleaning, Minor
13. Commercial Amusement, Indoor, Lots 1, 2, 5 and 6
14. Farmer's Market, Lots 1-4
15. Furniture, Home Furnishings and Appliance Store, Lot 3
16. Health/Fitness Center, Lots 1-6
17. Insurance Office, Lots 1-6
18. Message Therapy, Licensed, Lots 1-6
19. Print Shop, Minor, Lots 1-4
20. Restaurant, Lots 1, 2, 5 and 6 only (May include outdoor entertainment in Lots 1, 5 and 6 provided speakers face west away from the single family residential to the east.)
21. Retail Stores and Shops, Lots 1-6
22. Retail Service, Indoor, Lots 1-6 only
23. Retail/Service Incidental Use, Lots 1-6
24. School, Private
25. Theatre, Neighborhood, Lots 2 and 3 by SUP only



## ROW Abandonment

Staff has concerns on the abandonment of Emerald Trace. The applicant is proposing to abandon and, in discussions, would compensation (purchase) similar to procedures of TxDOT and some other municipalities. Town's Subdivision Ordinance has procedures for straight abandonment but does not address any additionally methods or steps. Additionally, abandoning the right-of-way decreases ability of right-of-way to eventually be extended to land locked property as originally intended when platted.

## Residential Lots

Staff has concerns with residential lots not fronting standard public right-of-way or more specially just on a private access easement will have issues with common day-to-day occurrences such as postal (and on-line) deliveries, garbage pick-up, and guest parking. Applicant has provided some measures to address these issues, but staff feels there may be situations where the accommodations provided would not be sufficient.

Exhibit F-1, F-2 and F-3 shows a conceptual rendering of the architectural look and style of the building.

Below is a comparison table of the request by the applicant regarding masonry

	Retail District	New Planned Development
Building Materials	<ul style="list-style-type: none"> <li>90%-100 % masonry (which includes clay fired brick, natural and manufactured stone, granite, marble, and stucco)</li> <li>The use of stucco and EIFS are only permitted as secondary or accent materials (0%-10% maximum allowance).</li> </ul>	<ul style="list-style-type: none"> <li>90%-100% (Which includes Architectural Structural Block, under the trade name "Quik Brick" (a 4" manufactured concrete masonry unit) and cultured stone (manufactured) individually stacked.</li> <li>Split-faced block, architectural concrete block, and painted/textured concrete tilt wall shall be limited to a maximum of ten percent (0%-10%) of any single elevation on any pad site.</li> </ul>

The applicant has agreed to enter into a development agreement regarding the building materials. Below are exhibits of renderings of the building.



Future Land Use Plan – The Future Land Use Plan recommends Low Density Residential for the subject property. The proposed zoning request does not conform to the Comprehensive Plan. The companion item is a Future Land Use Plan Amendment to revise the FLUP to reflect Retail and Neighborhood Services uses.

Thoroughfare Plan – The property has direct access to Preston Road and Emerald Tract Drive.

Parks Master Plan – The Parks Master Plan does not indicate a park is needed on the subject property due to an existing park (Cedar Grove) toward the north. The applicant is proposing a 8' hike and bike trail on the northeast corner (Lot 8). This trail has been planned since 2007 on the Parks Trail Master Plan.

**Legal Obligations and Review:**

Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. To date, staff has received 9 Public Hearing Notice Reply Forms/ Letter in response to this request.

Per the zoning ordinance, if a written protest against a proposed amendment, supplement or change to a zoning regulation or boundary has been filed with the Planning Department, duly signed and acknowledged by the owners of 20 percent or more within 200 feet, requires affirmative vote of three quarters of all members of the Town Council. At the time of this report, staff have received more than 20 percent of opposition.

**Attachments:**

1. Aerial and Zoning Maps
2. Proposed Exhibits
3. Public Hearing Notice Reply Forms and Letters
4. Protest Map

**Planning & Zoning Recommendation:**

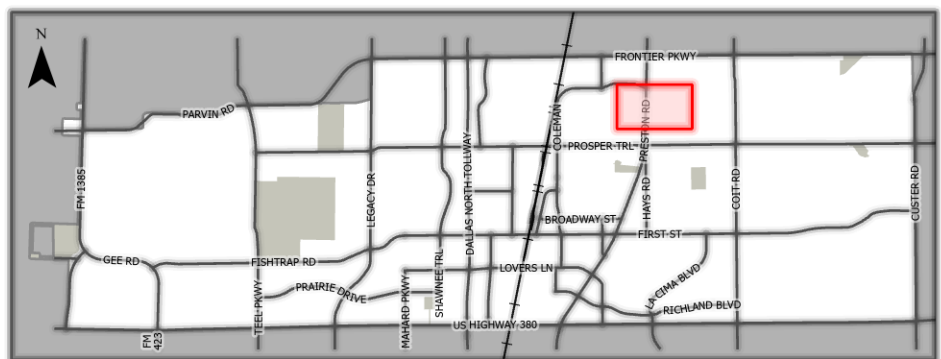
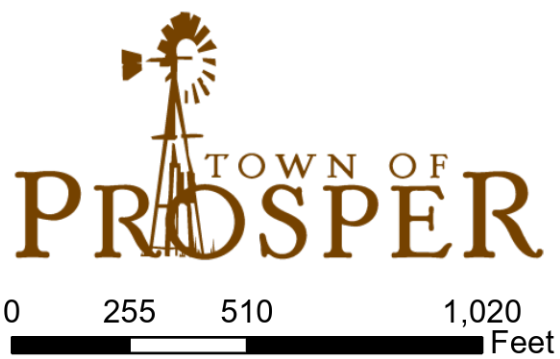
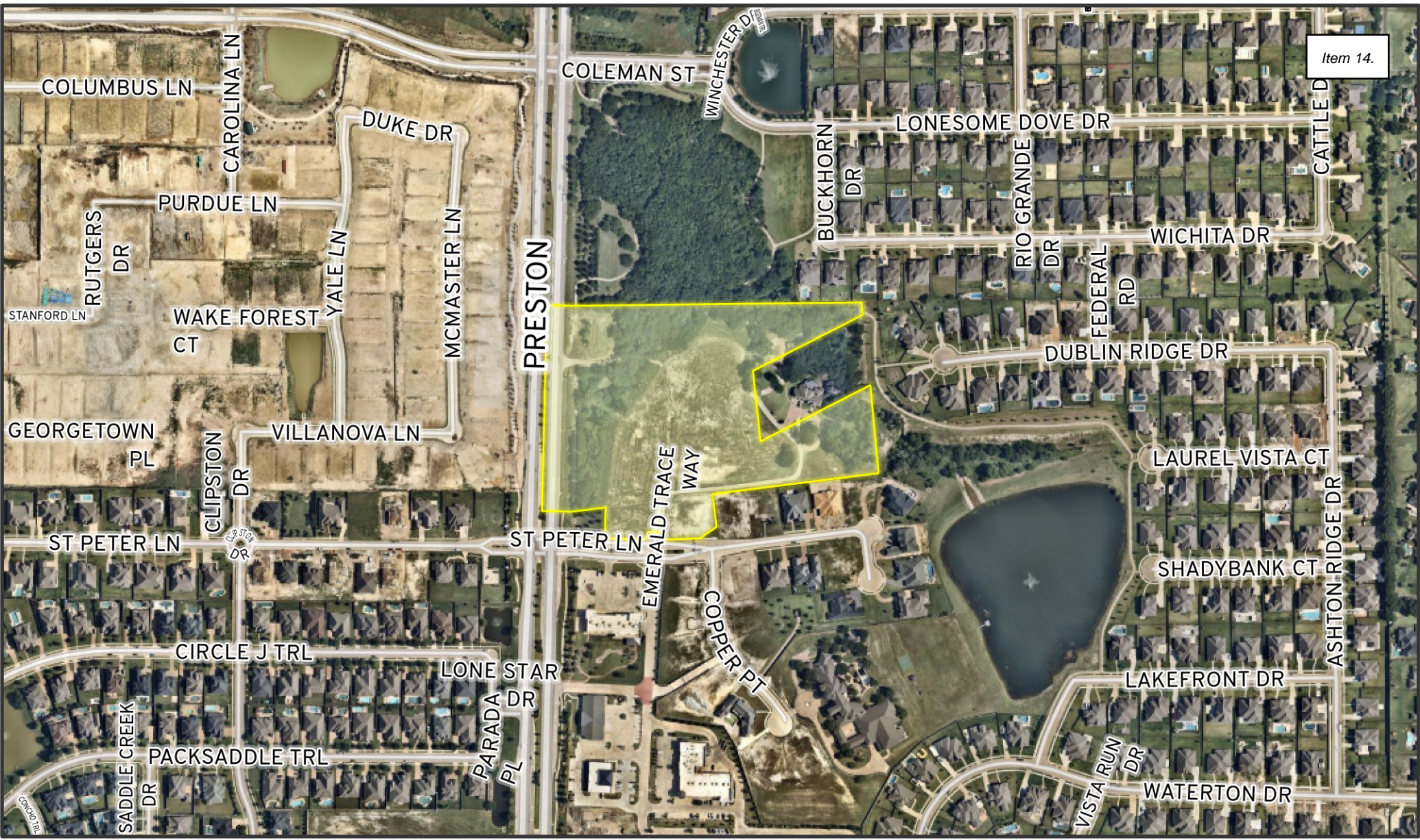
At their September 20, 2022, meeting, the Planning & Zoning Commission recommended the Town Council denied the request, by a vote of 3-2.

**Town Staff Recommendation:**

Town staff still has concerns with the request due to the commercial uses proximity of the residence and staff would recommend less intense uses such as office and increased landscape buffers between the existing residence and proposed buildings. Staff recommends denial of the zoning request. Should the applicant revise the request addressing the concerns, staff would be willing to revise the recommendation upon further review.

**Proposed Motion:**

I move to approve/deny a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development, located on the east side of Preston Road, north of St. Peter Lane. (Z21-0003).

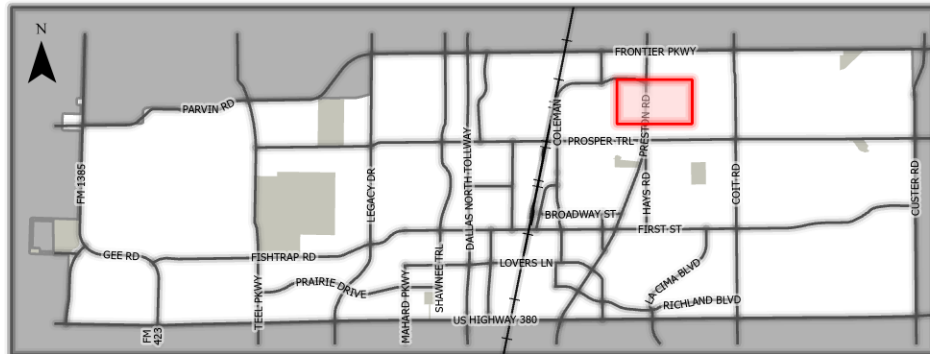
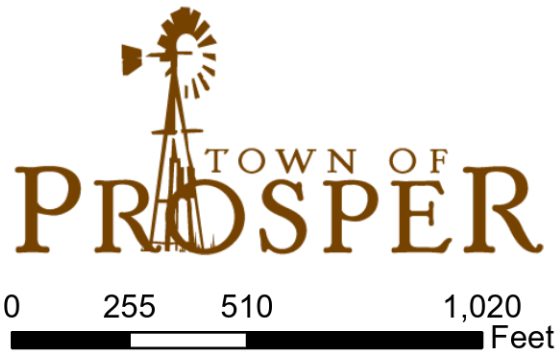
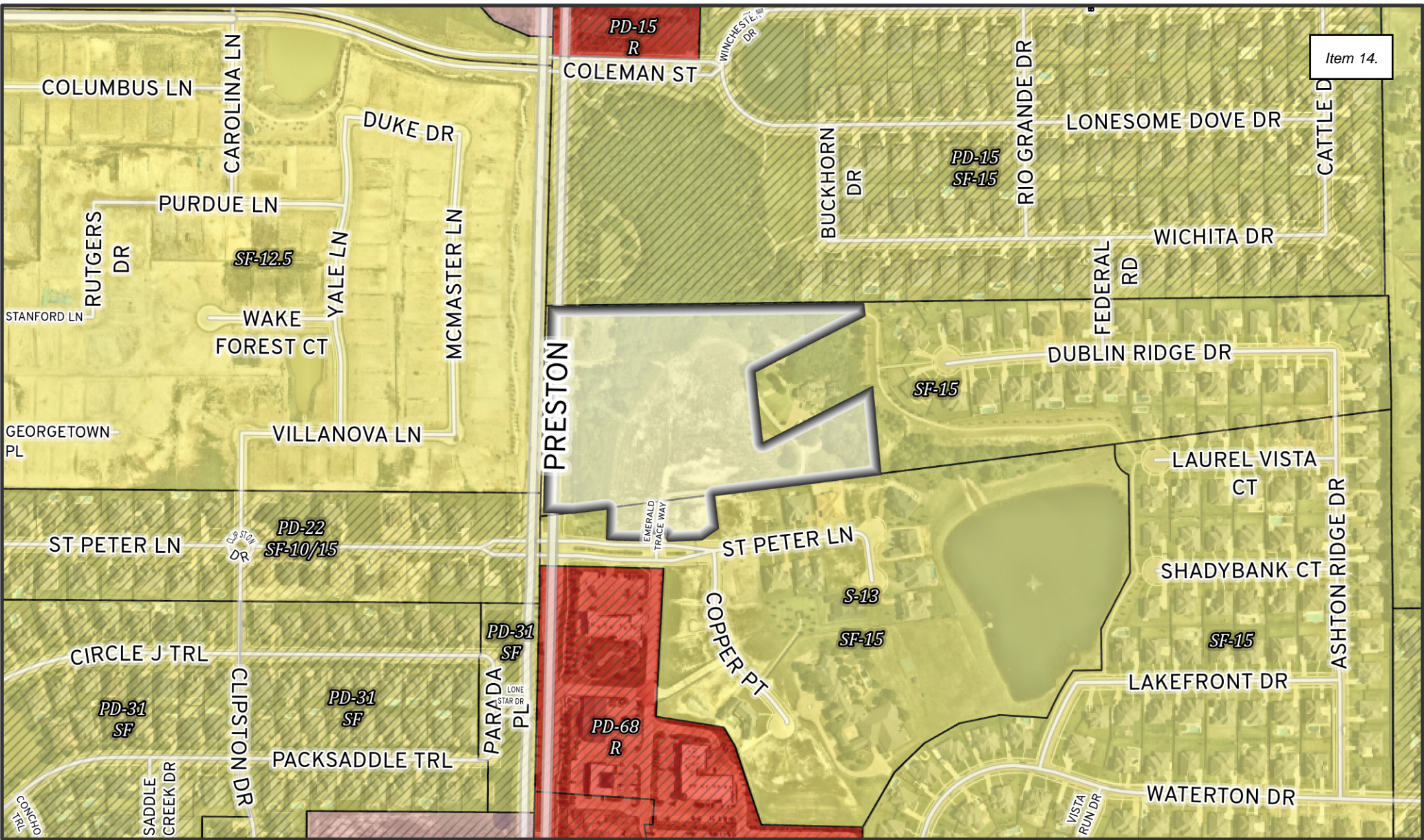


Z21-0003

Shops at Prosper Trail  
North

Planned Development

This map for illustration purposes only



This map for illustration purposes only

**Z21-0003**

**Shops at Prosper Trail  
North**

Page 98

Planned Development



**Z21-0003****Statement of Purpose and Intent****MQ Development Prosper North Exhibit B**

MQ Development proposes a Planned Development District to accommodate neighborhood services development on Lots 1-8, and single family residential on Lots A and B on the 12.011-acre site located on the east side of Preston Road, north of St. Peter Lane. The proposed planned development district would be tailored to allow a range of restaurant and retail uses, as well as office and personal service uses. Lots A and B would be developed with a single family residence on each lot with lot area greater than 25,000+ square feet. Lot 8 and the eastern portion of Lot 3 would provide a transition buffer to the existing and planned single family to the east.

The proposal would be anchored by upscale restaurant development with outdoor patios that take advantage of a planned amenity pond. The programming of restaurants on Preston Road takes advantage of visibility while office or other neighborhood services are planned on east side to ensure a compatible transition to conventional single family development to the east and southeast. Moreover, appropriate vegetative screening would provide additional separation and ensure compatibility between properties. A north-south solid vegetative hedge along the eastern perimeter of Lot 2 and extending through Lot 3 will screen and provide greater separation from residential to the east. Lot 2 has been programmed with the flexibility to accommodate a boutique high end grocer, or other appropriate retail use.

As an extension of established development on Preston Road, the proposal would carry forward high quality building design and aesthetics of the Shops at Prosper Trail development, anchored by Kroger to the south. Please find the enclosed building elevations exhibit for illustrations of the proposed development. MQ Development is amenable to volunteering deed restrictions to impose a requirement of exterior building materials at the expense of the developer. Lastly, per the Town's request, MQ Development has agreed to dedicate an easement and build a walking trail on Lot 8 to allow for connection between the park to the north and trail to the east.

**Z21-0003**  
**EXHIBIT C**  
**PLANNED DEVELOPMENT CONDITIONS**  
**MQ PROSPER NORTH**

- A1. Statement of Effect: Lots 1-8, Subdistrict A, shall develop under the regulations of the Retail (R) District of the Town's Zoning Ordinance as it exists or may be amended except as otherwise set forth herein. Lots A and B, Subdistrict B, shall develop under the regulations of the Single Family-22 (SF-22) District of the Town's Zoning Ordinance as it exists or may be amended except as otherwise set forth herein.
- A2. Development Plans (Retail and SF-22 Districts); Exhibit – D Concept Plan, Exhibit – E Landscape Plan; Exhibit F-1-F3 Building Elevations; Exhibit - H Screening Plan

Permitted Uses. Subdistrict A, for Lots 1-6, conditional development standards **(C)** must be met per the Zoning Ordinance, No. 05-20, as it exists, or may be amended. Uses shall be permitted as a Specific Use with the approval of a specific use permit **(SUP)**. Building and parking lot development is prohibited on Lots 7 and 8.

List of Permitted Uses:

1. Administrative, Medical or Professional Office
2. Antique Shop
3. Artisan's Workshop
4. Bank, Savings and Loan, or Credit Union, Lots 1-6 only
5. Bed and Breakfast Inn
6. Beauty Salon, Barber Shop, Lots 1, 2 and 3 only
7. Building Materials and Hardware Sales, Minor, Lots 1-3 only
8. Business Service, Lots 1 - 4only
9. Child Care Center, Licensed, only one permitted in PD, Lots 3 and 4by SUP only
10. Convenience Store without Gas Pumps, Lots 1-3 by SUP only
11. Day Care Center, Adult, only one permitted in PD, Lots 1, 3 and 4 by SUP only
12. Dry Cleaning, Minor
13. Commercial Amusement, Indoor, Lots 1, 2, 5 and 6
14. Farmer's Market, Lots 1-4
15. Furniture, Home Furnishings and Appliance Store, Lot 3
16. Health/Fitness Center, Lots 1-6
17. Insurance Office, Lots 1-6
18. Message Therapy, Licensed, Lots 1-6
19. Print Shop, Minor, Lots 1-4
20. Restaurant, Lots 1, 2, 5 and 6 only (May include outdoor entertainment in Lots 1, 5 and 6 provided speakers face west away from the single family residential to the east.)
- =
21. Retail Stores and Shops, Lots 1-6
22. Retail Service, Indoor, Lots 1-6 only
23. Retail/Service Incidental Use, Lots 1-6
24. School, Private
25. Theatre, Neighborhood, Lots 2 and 3 by SUP only

Permitted Uses, Subdistrict B: For Lots A and B, permitted uses are those uses allowed in the SF-22 District, Section 5.3 of the Zoning Ordinance, Town of Prosper.

A3. Regulations. For Lots 1-8, development is subject to the Retail District except for the following regulations:

1. Maximum Height
  - a. Buildings on Lots 1-6 are limited to one story and a maximum of 30 feet in height.
2. Building Setbacks
  - a. For Lots 1-6, the minimum building setback from an interior property line is 5 feet, except that patios may encroach into interior lot line setbacks on Lots 1, 5 and 6. Patios may not encroach into required landscape setbacks.
3. Maximum Floor Area: Amendment to the Concept Plan is not required for modifications to the building floor area shown at permit application provided the following criteria is met:
  - a. Compliance with off-street parking regulations is maintained for the PD District as a whole.
  - b. The proposed building floor area does not cause a substandard condition or violate any other applicable development standard
  - c. The proposed building floor area does not exceed the following parameters for each lot:  
Lot 1: 8,500 square feet; Lot 2: 26,000 square feet; Lot 3: 5,500 square feet; Lot 4: 5,000 square feet; Lot 5: 7,500 square feet; Lot 6: 6,600 square feet

A4. Regulations. For Lots A and B, development shall adhere to the regulations of the SF-22 District, Section 5 of the Zoning Ordinance, Town of Prosper, except as provided herein.

1. Lots A and B are not required to front on a public street right-of-way provided each lot has access to a dedicated public access, fire lane and utility easement.
2. The minimum lot width for Lot A is 85 feet and the minimum Lot width for B is 100 feet.
3. Standard street dimensions and curb and gutter standards do not apply to the mutual access easement provided the fire lane/driveway width is a minimum of 31 feet. Sidewalk, curb and gutter etc.
4. The mutual access easement serving Lots A and B shall be maintained and the responsibility of a property or homeowner's association.

A5. Design Guidelines. For Lots 1-6, the development shall adhere to the following design guidelines if an agreement is made between the Town and the property owner:

1. Elevation Review and Approval
  - a. Building Elevations shall substantially conform to the Concept Elevations provided in Exhibits F-1, F-2 and F-3.
  - b. Building Materials in addition to the building materials permitted in Chapter 4, Section 8 of the Zoning Ordinance, as exists or may be amended, such materials shall also include Architectural Structural Block, under the trade name "Quik Brick" (a 4" manufactured concrete masonry unit) and cultured stone (manufactured) individually stacked, as provided in the building elevations Exhibits F-1 – F-3 which is a part herein. The clay-fired brick colors used in Exhibits F-1 – F-3 shall be consistent throughout the Planned Development District. Split-faced block, architectural concrete block, and painted/textured concrete tilt wall shall be limited to a maximum of ten percent (10%) of any single elevation on any pad site.

## A 6. Additional Standards

1. Open Space
  - a. Lots 7 and 8, as depicted on the Exhibit D, shall be maintained as open spaces. Lot 7 shall contain an amenity pond
  - b. The amenity pond in Lot 7 shall contain an operable fountain.
  - c. Lots 7 and 8 improvements shall be developed at the time of construction of phase 1.
  - d. Lots 7 and 8 improvements shall be constructed at the developer's cost.
  - e. Lots 7 and 8 shall be maintained by the property owner, or property management association.
2. Hike and Bike Trail
  - a. An 8-foot wide hike and bike trail is required as noted in Lot 8.
  - b. The hike and bike trail shall be constructed at the time of construction of phase 1.
  - c. The section of hike and bike trail located on Lot 8 shall be constructed at the developer's cost.
3. Landscape and Screening, perimeter
  - a. A minimum 30-foot landscape easement is required along Preston Road in Lot 1. The perimeter trees and shrub requirement may be satisfied through a combination of existing and proposed trees per Landscape Plan, Exhibit G-1 and G-2.
  - b. A berm is required in the landscape easement along Preston Road in Lot 1. A conventional berm is not required in the landscape easement along Preston Road in Lot 7. Alternative berming is required in the two areas generally identified on the east side of Lot 7 on the Concept Plan and Landscape Plan.
  - c. A minimum 15-foot landscape easement is required along Saint Peter Lane in Lots 4 and 5.
  - d. Perimeter landscaping shall generally comply with the Landscape Plan, Exhibit G-1 and G-2.
4. Landscape, parking lots. Parking lot landscaping shall comply with Section 2 of Prosper Development Requirements.
5. Landscape Requirements for Certificate of Occupancy. All perimeter landscaping along Preston Road and Saint Peter Lane shall be installed prior to issuance of a certificate of occupancy (CO).
6. Lot Frontage
  - a. Lots are not required to front on a public right-of-way provided each lot has access to a dedicated public access, fire lane and utility easement.
7. Perimeter Screening/Fencing. Perimeter screening and fencing shall be provided as shown on the Perimeter Screening Plan, Exhibit H.
  - a. Man-made perimeter screening or fencing is not required along the following perimeters:
    - i. northern perimeter of Lot 1
    - ii. eastern northern, and southern perimeters of Lot 8
    - iii. the northern perimeter of Lot 3
    - iv. northern (a portion of) and eastern perimeter, and southern perimeter where the mutual access easement exists of Lot 3
    - v. between Lots 3 and Lots A and B
    - vi. southern perimeter of Lot 2
  - b. Perimeter screening is required as follows:
    - i. a 4-foot tall masonry wall is required for a portion of the eastern perimeter of Lot 2

- ii. a 6-foot tall masonry wall along the eastern and southern perimeters of Lot 4 and the southern and western perimeter of Lot 5.
  - iii. a 6-foot tall wall along a portion of the southern perimeter of Lot 7.
8. Screening buffer requirements
- a. A continuous vegetative hedge is required generally along the eastern perimeter of Lot 2 and extending through Lot 3 as shown on the Concept Plan. The vegetative hedge shall be made of a row of shrubs that grow to a minimum height of 8 feet at maturity. A row of trees is also required in the 15' Landscape Setback as noted in Lots 2 and 3 on the Concept Plan and Landscape Plan. The vegetative hedge and trees shall be installed with phase 1 construction.
  - b. A perimeter screening buffer is not required along the southern perimeter of Lot 3 due to an established mutual access easement provided the following conditions are met:
    - i. Parking spaces or loading areas are located a minimum of 30 feet from the southern property line
    - ii. Buildings are located a minimum of 30 feet from the southern property line
    - iii. Three canopy trees are provided along the southern elevation of Building 3
9. Parking Requirements. For parking purposes in satisfying off-street parking requirements in Subdistrict A, Lots 1-6 are considered one lot.

#### A 7. Additional Provisions:

Restaurants located on Lots 1, 5 and 6 may have outdoor dining patios oriented toward the open space (Lot 7).

Detention facilities are permitted to be dry ponds, subject to compliance with Town of Prosper Stormwater Regulations, and review and approval by Town Engineering.



LOT 1		
PERIMETER BUFFER	30' PERIMETER BUFFER ON PRESTON ROAD	
	REQUIRED	PROVIDED
	30'	30'
	15' PERIMETER BUFFER FOR RESIDENTIAL ADJACENCY	
	REQUIRED	PROVIDED
	15'	15'
	5' PERIMETER BUFFER ON ALL OTHER PERIMETERS	
	REQUIRED	PROVIDED
	5'	5'
	1 LARGE TREE PER 30 LF AND 15 SHRUBS PER 30 LF	
PERIMETER BUFFER	REQUIRED (ADJ PRESTON RD/289)	PROVIDED
	299 / 30 = 10 TREES (299 / 30) X 15 = 130 SHRUBS	10 TREES 152 SHRUBS
	1 SMALL TREE AND 1 SHRUB PER 15 LF	
	REQUIRED (ADJ NON-RESIDENTIAL)	PROVIDED
	615 / 15 = 41 SMALL TREES 615 / 15 = 41 SHRUBS	9 SMALL TREES 15 SHRUBS
	1 LARGE TREE PER 30 LF	
	REQUIRED (ADJ RESIDENTIAL)	PROVIDED
	206 / 30 = 7 LARGE TREES	7 LARGE TREES
	15 SF LANDSCAPE AREA REQUIRED PER EVERY SPACE	
	REQUIRED	PROVIDED
REQUIRED PARKING LOT LANDSCAPING	35 SPACES X 15 = 525 SF	525 SF
	1 TREE AT TERMINUS OF EACH ROW	
REQUIRED PARKING LOT TREES	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
FOUNDATION LANDSCAPING	1 TREE PER AT 10,000 SF	PROVIDED
	7,200 / 10,000 = 0 TREE	NA
	16,106 SF OPEN SPACE	

LOT 6		
PERIMETER BUFFER	30' PERIMETER BUFFER ON ST PETER LANE	
	REQUIRED	PROVIDED
	25'	25'
	15' PERIMETER BUFFER FOR RESIDENTIAL ADJACENCY	
	REQUIRED	PROVIDED
	15'	15'
	5' PERIMETER BUFFER ON ALL OTHER PERIMETERS	
	REQUIRED	PROVIDED
	5'	5'
	1 LARGE TREE PER 30 LF AND 15 SHRUBS PER 30 LF	
PERIMETER BUFFER	REQUIRED (ADJ PRESTON RD/289)	PROVIDED
	0 / 30 = 0 TREES (0 / 30) X 15 = 0 SHRUBS	NA NA
	1 SMALL TREE AND 1 SHRUB PER 15 LF	
	REQUIRED (ADJ NON-RESIDENTIAL)	PROVIDED
	955 / 15 = 64 SMALL TREES 955 / 15 = 64 SHRUBS	15 SMALL TREES 67 SHRUBS
	1 LARGE TREE PER 30 LF	
	REQUIRED (ADJ RESIDENTIAL)	PROVIDED
	0 / 30 = 0 LARGE TREES	NA
	15 SF LANDSCAPE AREA REQUIRED PER EVERY SPACE	
	REQUIRED	PROVIDED
REQUIRED PARKING LOT LANDSCAPING	13 SPACES X 15 = 195 SF	195 SF
	1 TREE AT TERMINUS OF EACH ROW	
REQUIRED PARKING LOT TREES	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
FOUNDATION LANDSCAPING	1 TREE PER AT 10,000 SF	PROVIDED
	4,550 / 10,000 = 0 TREE	NA
	7,277 SF OPEN SPACE	

LOT 2		
PERIMETER BUFFER	30' PERIMETER BUFFER ON PRESTON ROAD	
	REQUIRED	PROVIDED
	NA	NA
	15' PERIMETER BUFFER FOR RESIDENTIAL ADJACENCY	
	REQUIRED	PROVIDED
	15'	15'
	5' PERIMETER BUFFER ON ALL OTHER PERIMETERS	
	REQUIRED	PROVIDED
	5'	5'
	1 LARGE TREE PER 30 LF AND 15 SHRUBS PER 30 LF	
PERIMETER BUFFER	REQUIRED (ADJ PRESTON RD/289)	PROVIDED
	0 / 30 = 0 TREES (0 / 30) X 15 = 0 SHRUBS	NA NA
	1 SMALL TREE AND 1 SHRUB PER 15 LF	
	REQUIRED (ADJ NON-RESIDENTIAL)	PROVIDED
	1228 / 15 = 82 SMALL TREES 1228 / 15 = 82 SHRUBS	36 SMALL TREES 98 SHRUBS
	1 LARGE TREE PER 30 LF	
	REQUIRED (ADJ RESIDENTIAL)	PROVIDED
	276 / 30 = 10 LARGE TREES	10 LARGE TREES
	15 SF LANDSCAPE AREA REQUIRED PER EVERY SPACE	
	REQUIRED	PROVIDED
REQUIRED PARKING LOT LANDSCAPING	27 SPACES X 15 = 405 SF	405 SF
	1 TREE AT TERMINUS OF EACH ROW	
REQUIRED PARKING LOT TREES	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
FOUNDATION LANDSCAPING	1 TREE PER AT 10,000 SF	PROVIDED
	6,000 / 10,000 = 0 TREE	NA
	23,764 SF OPEN SPACE	

LOT 7		
PERIMETER BUFFER	30' PERIMETER BUFFER ON ST PETER LANE	
	REQUIRED	PROVIDED
	25'	25'
	15' PERIMETER BUFFER FOR RESIDENTIAL ADJACENCY	
	REQUIRED	PROVIDED
	15'	15'
	5' PERIMETER BUFFER ON ALL OTHER PERIMETERS	
	REQUIRED	PROVIDED
	5'	5'
	1 LARGE TREE PER 30 LF AND 15 SHRUBS PER 30 LF	
PERIMETER BUFFER	REQUIRED (ADJ PRESTON RD/289)	PROVIDED
	353 / 30 = 12 TREES (353 / 30) X 15 = 177 SHRUBS	12 TREES 183 SHRUBS
	1 SMALL TREE AND 1 SHRUB PER 15 LF	
	REQUIRED (ADJ NON-RESIDENTIAL)	PROVIDED
	917 / 15 = 61 SMALL TREES 917 / 15 = 61 SHRUBS	10 SMALL TREES 0 SHRUBS
	1 LARGE TREE PER 30 LF	
	REQUIRED (ADJ RESIDENTIAL)	PROVIDED
	0 / 30 = 0 LARGE TREES	NA
	15 SF LANDSCAPE AREA REQUIRED PER EVERY SPACE	
	REQUIRED	PROVIDED
REQUIRED PARKING LOT LANDSCAPING	102 SPACES X 15 = 1,530 SF	1,530 SF
	1 TREE AT TERMINUS OF EACH ROW	
REQUIRED PARKING LOT TREES	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
FOUNDATION LANDSCAPING	1 TREE PER AT 10,000 SF	PROVIDED
	5,400 / 10,000 = 0 TREE	NA
	46,238 SF OPEN SPACE	

LOT 3		
PERIMETER BUFFER	30' PERIMETER BUFFER ON PRESTON ROAD	
	REQUIRED	PROVIDED
	NA	NA
	15' PERIMETER BUFFER FOR RESIDENTIAL ADJACENCY	
	REQUIRED	PROVIDED
	15'	15'
	5' PERIMETER BUFFER ON ALL OTHER PERIMETERS	
	REQUIRED	PROVIDED
	5'	5'
	1 LARGE TREE PER 30 LF AND 15 SHRUBS PER 30 LF	
PERIMETER BUFFER	REQUIRED (ADJ PRESTON RD/289)	PROVIDED
	0 / 30 = 0 TREES (0 / 30) X 15 = 0 SHRUBS	NA NA
	1 SMALL TREE AND 1 SHRUB PER 15 LF	
	REQUIRED (ADJ NON-RESIDENTIAL)	PROVIDED
	399 / 15 = 27 SMALL TREES 399 / 15 = 27 SHRUBS	9 SMALL TREES 16 SHRUBS
	1 LARGE TREE PER 30 LF	
	REQUIRED (ADJ RESIDENTIAL)	PROVIDED
	412 / 30 = 14 LARGE TREES	14 LARGE TREES
	15 SF LANDSCAPE AREA REQUIRED PER EVERY SPACE	
	REQUIRED	PROVIDED
REQUIRED PARKING LOT LANDSCAPING	84 SPACES X 15 = 1,260 SF	1,260 SF
	1 TREE AT TERMINUS OF EACH ROW	
REQUIRED PARKING LOT TREES	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
FOUNDATION LANDSCAPING	1 TREE PER AT 10,000 SF	PROVIDED
	25,000 / 10,000 = 3 TREES	3 TREES
	19,722 SF OPEN SPACE	

LOT 8		
PERIMETER BUFFER	30' PERIMETER BUFFER ON PRESTON ROAD	
	REQUIRED	PROVIDED
	NA	NA
	15' PERIMETER BUFFER FOR RESIDENTIAL ADJACENCY	
	REQUIRED	PROVIDED
	15'	15'
	5' PERIMETER BUFFER ON ALL OTHER PERIMETERS	
	REQUIRED	PROVIDED
	5'	5'
	1 LARGE TREE PER 30 LF AND 15 SHRUBS PER 30 LF	
PERIMETER BUFFER	REQUIRED (ADJ PRESTON RD/289)	PROVIDED
	0 / 30 = 0 TREES (0 / 30) X 15 = 0 SHRUBS	NA NA
	1 SMALL TREE AND 1 SHRUB PER 15 LF	
	REQUIRED (ADJ NON-RESIDENTIAL)	PROVIDED
	752 / 15 = 50 SMALL TREES 752 / 15 = 50 SHRUBS	5 SMALL TREES 35 SHRUBS
	1 LARGE TREE PER 30 LF	
	REQUIRED (ADJ RESIDENTIAL)	PROVIDED
	1085 / 30 = 36 LARGE TREES	7 TREES
	15 SF LANDSCAPE AREA REQUIRED PER EVERY SPACE	
	REQUIRED	PROVIDED
REQUIRED PARKING LOT LANDSCAPING	64 SPACES X 15 = 960 SF	960 SF
	1 TREE AT TERMINUS OF EACH ROW	
REQUIRED PARKING LOT TREES	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
FOUNDATION LANDSCAPING	1 TREE PER AT 10,000 SF	PROVIDED
	4,800 / 10,000 = 0 TREE	NA
	60,520SF OPEN SPACE	

LOT 4		
PERIMETER BUFFER	30' PERIMETER BUFFER ON PRESTON ROAD	
	REQUIRED	PROVIDED
	NA	NA
	15' PERIMETER BUFFER FOR RESIDENTIAL ADJACENCY	
	REQUIRED	PROVIDED
	15'	15'
	5' PERIMETER BUFFER ON ALL OTHER PERIMETERS	
	REQUIRED	PROVIDED
	5'	5'
	1 LARGE TREE PER 30 LF AND 15 SHRUBS PER 30 LF	
PERIMETER BUFFER	REQUIRED (ADJ PRESTON RD/289)	PROVIDED
	239 / 30 = 8 TREES (239 / 30) X 15 = 119 SHRUBS	8 TREES 112 SHRUBS
	1 SMALL TREE AND 1 SHRUB PER 15 LF	
	REQUIRED (ADJ NON-RESIDENTIAL)	PROVIDED
	279 / 15 = 19 SMALL TREES 279 / 15 = 19 SHRUBS	6 SMALL TREES 15 SHRUBS
	1 LARGE TREE PER 30 LF	
	REQUIRED (ADJ RESIDENTIAL)	PROVIDED
	167 / 30 = 6 LARGE TREES	6 LARGE TREES
	15 SF LANDSCAPE AREA REQUIRED PER EVERY SPACE	
	REQUIRED	PROVIDED
REQUIRED PARKING LOT LANDSCAPING	27 SPACES X 15 = 405 SF	405 SF
	1 TREE AT TERMINUS OF EACH ROW	
REQUIRED PARKING LOT TREES	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
FOUNDATION LANDSCAPING	1 TREE PER AT 10,000 SF	PROVIDED
	7,200 / 10,000 = 0 TREE	NA
	13,634 SF OPEN SPACE	

LOT 5		
PERIMETER BUFFER	30' PERIMETER BUFFER ON PRESTON ROAD	
	REQUIRED	PROVIDED
	NA	NA
	15' PERIMETER BUFFER FOR RESIDENTIAL ADJACENCY	
	REQUIRED	PROVIDED
	15'	15'
	5' PERIMETER BUFFER ON ALL OTHER PERIMETERS	
	REQUIRED	PROVIDED
	5'	5'
	1 LARGE TREE PER 30 LF AND 15 SHRUBS PER 30 LF	
PERIMETER BUFFER	REQUIRED (ADJ PRESTON RD/289)	PROVIDED
	249 / 30 = 8 TREES (249 / 30) X 15 = 125 SHRUBS	8 TREES 89 SHRUBS
	1 SMALL TREE AND 1 SHRUB PER 15 LF	
	REQUIRED (ADJ NON-RESIDENTIAL)	PROVIDED
	898 / 15 = 60 SMALL TREES 898 / 15 = 60 SHRUBS	16 SMALL TREE 53 SHRUBS
	1 LARGE TREE PER 30 LF	
	REQUIRED (ADJ RESIDENTIAL)	PROVIDED
	0 / 30 = 0 LARGE TREES	NA
	15 SF LANDSCAPE AREA REQUIRED PER EVERY SPACE	
	REQUIRED	PROVIDED
REQUIRED PARKING LOT LANDSCAPING	27 SPACES X 15 = 405 SF	405 SF
	1 TREE AT TERMINUS OF EACH ROW	
REQUIRED PARKING LOT TREES	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
	1 TREE LOCATED WITHIN 150 LF OF EVERY PARKING SPACE	
FOUNDATION LANDSCAPING	1 TREE PER AT 10,000 SF	PROVIDED
	6,000 / 10,000 = 0 TREE	NA
	13,434 SF OPEN SPACE	

TOTAL OPEN SPACE  
200,695 SF



THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF GREGORY CUPPETT, LICENSED IRRIGATOR & LANDSCAPE ARCHITECT (LICENSED IRRIGATOR NUMBER 0023539, LANDSCAPE ARCHITECT REGISTRATION NUMBER 2872) ON 08/28/22 WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING. PURSUANT TO RULE 3.103(F) OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS AND THE RULES AND REGULATIONS OF THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS AND THE TEXAS DEPARTMENT OF LICENSING AND REGULATION. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE IRRIGATOR/LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

ZC21-0003  
EXHIBIT E-2



Winkelmann & Associates, Inc.

CONSULTING CIVIL ENGINEERS ■ SURVEYORS

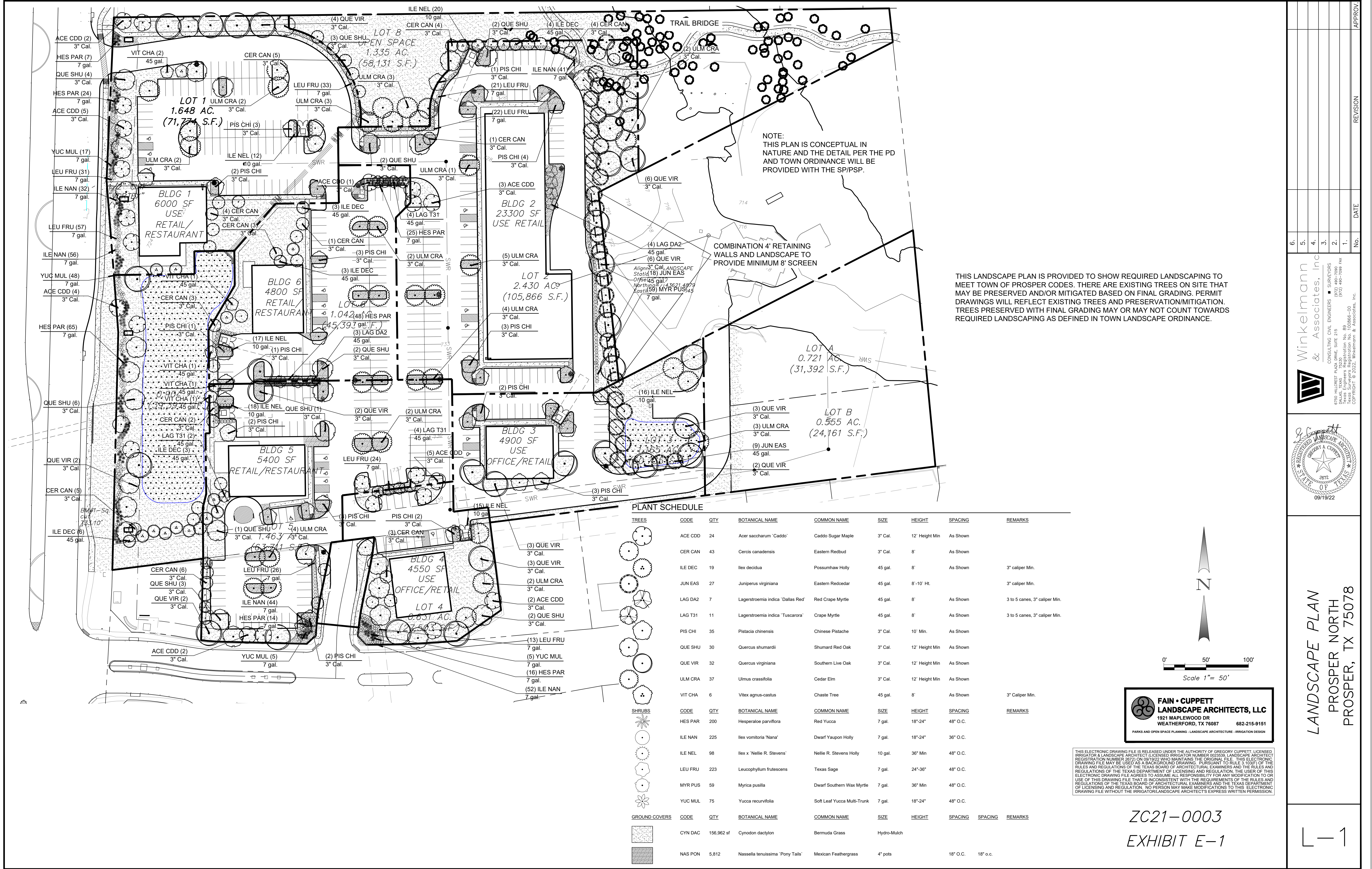
6750 HILDBEST PLAZA DRIVE, SUITE 215  
Texas Engineers Registration No. 89  
Texas Surveyors Registration No. 100865-00  
CORPUS CHRISTI, TX 78404 Winkelmann & Associates, Inc.

09/15/22



LANDSCAPE PLAN  
PROSPER NORTH  
PROSPER, TX 75078

L-2





CONCEPTUAL RENDERING OF OFFICE BUILDING  
Z21-0003  
EXHIBIT F-1



PICTURE OF REAR OF 9 & 10 KROGER SITE

CONCEPTUAL RENDERING OF RETAIL BUILDING  
Z21-003  
EXHIBIT F-2



CONCEPTUAL RENDERING OF RETAIL BUILDING  
Z21-003  
EXHIBIT F-3

**David Soto**

---

**From:** Ala Al-khouri  
**Sent:** Friday, September 16, 2022 6:00 PM  
**To:** David Soto  
**Subject:** [\*EXTERNAL\*] - Re: Z21-0003 MQ/Prosper North

\*\*\*\*\* This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. \*\*\*\*\*

Re: File Z 21-0003 MQ Development – MQ Prosper North

Dear Town Officials – I was originally opposed to MQ Development’s commercial proposal planned at the northeast corner of Preston Road and Saint Peter Lane. Since the original proposal, the developer has met and spoken with me several times on a few of my concerns. The developer has made changes to the plan that include addressing the following items: 1) re-located parking spaces and dumpsters, 2) added robust planting of trees and shrubs between our properties, 3) re-located the planned trail farther west away from my property; and 4) ensured the preservation of trees on planned Lot 8.

The developer has appeased my concerns and I am in full support of the proposal

Thanks  
Ala Alkhouri

**Douglas Braches**

---

**From:** Colleen Berlinger ·  
**Sent:** Wednesday, September 14, 2022 9:43 PM  
**To:** Brandon Daniel; Sarah Peterson; Damon Jackson; sekou\_harris@prospertx.gov; Michael Pettis; Doug Charles; Tommy Van Wolfe; David Soto; Paul Rodriguez; Pamela Clark; Douglas Braches  
**Subject:** [\*EXTERNAL\*] - Don Silverman-MQ Development/Re-Zoning Preston Rd.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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Good Morning,

I wanted to share my opposition and concern about the proposed rezoning of the land north of the Prosper Kroger on Preston Rd, which is set to be discussed at the September 10, 2022 meeting. Unfortunately I am unable to attend in person.

This property is adjacent to a street in our neighborhood, where homeowners spent significant sums of money for their 'premium lots' due to the location, privacy and the greenspace area behind them. They are now facing having their home values plummet by having a commercial complex built behind their homes. This is completely unacceptable and in my opinion would be irresponsible for the town to approve. What is next, The Montclair, the old Deion Sanders property? You should not be approving communities and then changing the aesthetic of them once something else comes along.

I am also concerned about what effects the building and regrading are going to have on the area where the current retention pond in Prosper Lake on Preston overflows to. If the area is disturbed and not handled appropriately it could very well cause the retention pond to overflow and flood homes in the adjacent area.

Our home is at the opposite end of the overflow/outlet but this is a very real concern for us. Previously we lived in a home that flooded for a similar issue. Our former town redirected water into a retention pond next to our home, we had a heavy rain and our entire neighborhood flooded causing massive damage, service interruptions, and health issues. I do not want to experience that again.

Finally, all I can ask is that each of you come walk the area and think about what your reaction would be to the proposed changes if you owned a home on Dublin Ridge or any property in Prosper Lake on Preston?

Thank you for your thoughtful consideration.

Respectfully,  
Colleen Berlinger  
1711 Lakefront Dr.



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

### REPLY FORM

**SUBJECT:**

Zoning Case Z21-0003: The Town of Prosper has received a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development.

**LOCATION OF SUBJECT PROPERTY:**

The property is located on the east side of Preston Road, north of St. Peter Lane.

- ☒ 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):

*This development would destroy my home's property value. There is already too much commercial property on Preston. I also do not want to enter and exist my house through a commercial parking lot.*

*Brady K Cox*  
Name (please print)

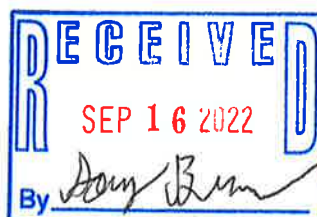
*Brady K Cox*  
Signature

*1570 N. Preston Rd*  
Address

*9/16/2022*  
Date

*Prosper, TX 75078*  
City, State, and Zip Code

*brady.cox@assuredpartners.com*  
E-mail Address



**Pamela Clark**

---

**From:** David Soto  
**Sent:** Friday, September 16, 2022 4:09 PM  
**To:** Douglas Braches  
**Subject:** FW: [\*EXTERNAL\*] - Objection to Zoning change

David I. Soto  
Planning Manager  
972.569.1095  
250 W. First Street  
Town of Prosper  
[www.prospertx.gov](http://www.prospertx.gov)

-----Original Message-----

From: Don Larrenaga  
Sent: Friday, September 16, 2022 4:04 PM  
To: David Soto <[dsoto@prospertx.gov](mailto:dsoto@prospertx.gov)>  
Subject: [\*EXTERNAL\*] - Objection to Zoning change

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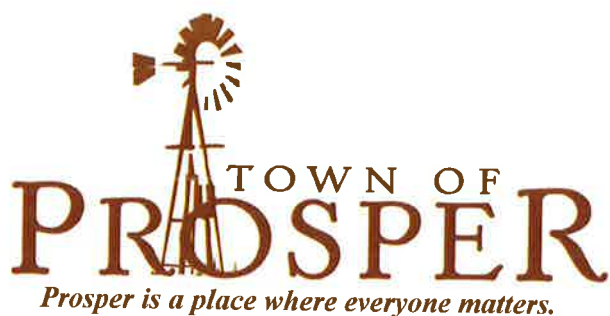
Dear Mr Soto,

I live at 1521 Saint Peter Ln, Prosper, Tx.

I want to formally object to a zoning change to the property directly behind my house. I bought my home know the property behind my house was not zoned commercial. A zoning change will drastically reduce the value of my property as well as my neighbors. I am out of town for business until 9-26-22. I will file a file a written objection to any zoning changes upon my return. Once again I want to express my adamant objections to any zoning changes to the property behind my home.

Thank you,  
Don Larrenaga

Sent from my iPhone



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

### REPLY FORM

**SUBJECT:**

Zoning Case Z21-0003: The Town of Prosper has received a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development.

**LOCATION OF SUBJECT PROPERTY:**

The property is located on the east side of Preston Road, north of St. Peter Lane.

- ☒ 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):

Noise and lighting

Scott Havlovic  
Name (please print)

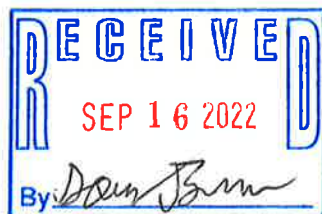
Wichita Dr  
1540 ~~Wichita Dr~~  
Address

Prosper TX 75078  
City, State, and Zip Code

Scott Havlovic  
Signature

9-16-22  
Date

skh3328@gmail.com  
E-mail Address



**Pamela Clark**

---

**From:** Jayson Maslowski  
**Sent:** Tuesday, September 13, 2022 4:03 PM  
**To:** Douglas Braches  
**Subject:** [\*EXTERNAL\*] - RE: Public Hearing Notice Z21-0003 MQ Prosper North

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Doug,

Thank for sending the forms over. For the record, my wife and I strongly oppose zoning case: Z21-0003. We oppose to the residential property because it is too close to our walking path, it would cause the destruction of mature trees, we oppose the extension of the walking path that would look into our backyard, retail spaces too close to our property and would have a view into our back yard and finally we don't want to hear the additional traffic that this would generate.

Please save our response in the case file.

I will be sending in my written response and plan on attending the formal meeting.

Thank you,

Jayson Maslowski  
1601 Dublin Ridge Dr  
Prosper TX 75078

Ph: 603-501-9158

----- Original message -----

From: Douglas Braches <DBraches@prospertx.gov>  
Date: 9/13/22 3:50 PM (GMT-06:00)  
To:  
Subject: Public Hearing Notice Z21-0003 MQ Prosper North

Hello,

See attached for the public hearing notice for zoning case Z21-0003.

Feel free to email me back any comments or reply that you have and I will save it to our case file.

Thank you and if you have any questions please let me know,

Doug Braches

Planning Technician

Town of Prosper

250 W. First Street

Prosper, TX 75078

972-569-1097

[DBraches@prospertx.gov](mailto:DBraches@prospertx.gov)

[www.prospertx.gov](http://www.prospertx.gov)

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**DEVELOPMENT SERVICES****DEPARTMENT**

250 W. First Street  
Prosper, TX 75078  
Phone: 972-346-3502

**REPLY FORM****SUBJECT:**

Zoning Case Z21-0003: The Town of Prosper has received a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development.

**LOCATION OF SUBJECT PROPERTY:**

The property is located on the east side of Preston Road, north of St. Peter Lane.

- ☒ 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 bought the lot at a premium because of the "green belt" and privacy that it offered. Building a commercial complex with a trail running through it negates that. While I don't mind progress, I strongly oppose spoiling nature.*

HARI MADHUNAPANTULA

Name (please print)

Venkatesh M

Signature

1530 WICHITA DR, PROSPER, TX - 75078

Address

09/14/22

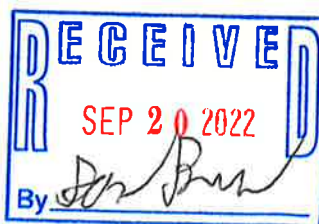
Date

PROSPER, TX - 75078

City, State, and Zip Code

MHARIVEN@YAHOO.COM

E-mail Address





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

### REPLY FORM

**SUBJECT:**

Zoning Case Z21-0003: The Town of Prosper has received a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development.

**LOCATION OF SUBJECT PROPERTY:**

The property is located on the east side of Preston Road, north of St. Peter Lane.

- ☒ I **OPPOSE** the request as described in the notice of Public Hearing. If in opposition, please provide a reason for opposition. *\* Strongly oppose*
- ☐ I **DO NOT OPPOSE** the request as described in the notice of Public Hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

*Residential property is too close to walking path. Parking in the parking lot, people would look into our back yard (Red iron fence). Mature trees would be removed to complete the walking path. Noise generated is not welcome to our peaceful community.*

JAYSON MASLOWSKI  
Name (please print)

Signature *[Signature]*

1601 Dublin Ridge Dr  
Address

Sept 13 2022  
Date

Prosper TX 75078  
City, State, and Zip Code

JAYSON.MASLOWSKI@GMAIL.COM  
E-mail Address

PH: (603) 501-9150





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

### REPLY FORM

**SUBJECT:**

Zoning Case Z21-0003: The Town of Prosper has received a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development.

**LOCATION OF SUBJECT PROPERTY:**

The property is located on the east side of Preston Road, north of St. Peter Lane.

- ☒ 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):

**Norman Payson**

I recently purchased a lot at 1541 St. Peter Ln Prosper in the Montclair community Prosper, and I'm building a home that will cost me \$1,250,000. I'm opposed to this as it will destroy my view from my back yard which I was told this was a gated community & it was a zoned single family. Please Do Not let this happen . Norman & Fawn Payson

NORMAN PAYSON  
Name (please print)

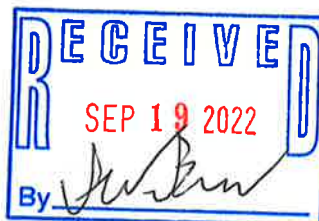
Norman Payson  
Signature

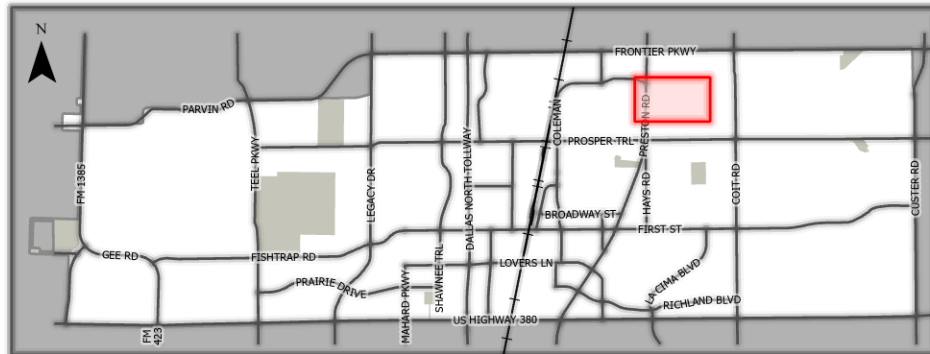
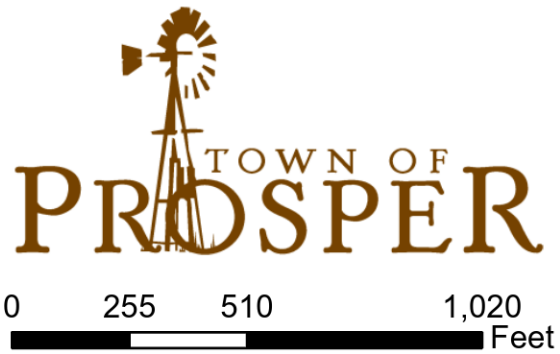
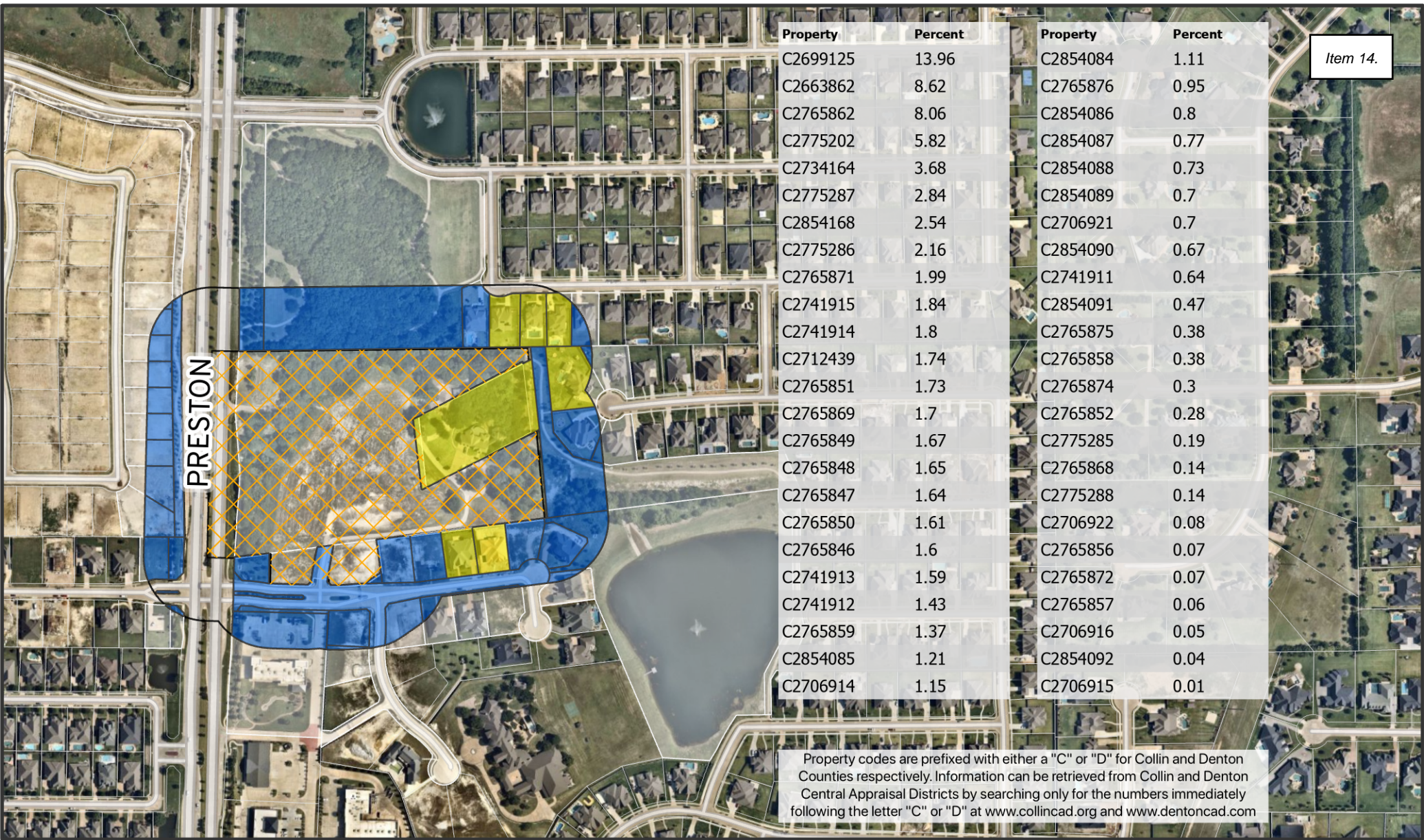
1541 ST. PETER LANE  
Address

SEPT 16, 2022  
Date

PROSPER TX 75078  
City, State, and Zip Code

NORMAN@AGHEALTH123.COM  
E-mail Address





**Z21-0003**

**Shops at Prosper Trail North**

Area of Protesting Properties:  
004.29 acres 20.74%  
020.67 acres Total Area

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## PLANNING

**To:** Mayor and Town Council

**From:** David Soto, Planning Manager

**Through:** Ron K. Patterson, Interim Town Manager  
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

**Re:** Comprehensive Plan Advisory Committee

**Town Council Meeting – October 11, 2022**

**Agenda Item:**

Consider and act upon the appointment of members to the Comprehensive Plan Advisory Committee.

**Description of Agenda Item:**

At the September 13, 2022, Town Council meeting, the Town Council approved a Professional Services Agreement with Freese and Nichols, Inc., (FNI) to provide an update to the Comprehensive Plan. The first task in the agreement is for the Town is to appoint a Comprehensive Plan Advisory Committee (CPAC) that will work with FNI and Town staff throughout the planning process.

While the exact membership of the CPAC is at the discretion of the Town, the plan was that the CPAC would consist of the following:

- Two (2) Town Council members; and
- Two (2) Planning and Zoning Commission members; and
- One (1) person who could be another elected official, appointed official, resident, or a business owner.

The CPAC, Town, and FNI will meet up to three (3) times at key milestones throughout the course of the project. The CPAC will discuss and provide input on issue identification, existing conditions, visual character survey, vision statement, goals & objectives, future land use, housing strategies, economic analysis, and the implementation plan.

**Town Staff Recommendation:**

Town staff recommends that the Town Council consider and act upon the appointment of members to the Comprehensive Plan Advisory Committee.

## TOWN OF PROSPER

TITLE:	TOWN MANAGER	SALARY:	DOQ
DEPARTMENT:	ADMINISTRATION	LAST UPDATE:	10/11/22
REPORTS To:	TOWN COUNCIL	FLSA DESIGNATION:	EXEMPT

### DEFINITION:

Under the direction of the Town Council, the Town Manager shall serve as Chief Administrative Officer of the Town and oversees the daily operations of the Town. The Town Manager shall be responsible to the Town Council for administration of all the affairs of the Town, with only those exceptions that are named in the Town Charter.

The intent of this position description is to provide a representative summary of the major duties and responsibilities performed by incumbent(s) in this position. Incumbent(s) may not be required to perform all duties in this description and incumbent(s) may be required to perform position-related tasks other than those specifically listed in this description

### SUPERVISION RECEIVED AND EXERCISED:

- Receives general policy direction from the Town Council.

### EXAMPLES OF DUTIES:

Duties and responsibilities include, but are not limited to, the following:

Essential Functions:

- Appoint, suspend, and remove all Town employees and appointive administrative officers provided for in the Town Charter, except as otherwise provided by law.
- Direct and supervise the administration of all departments, offices and agencies of the Town, except as otherwise provided by law or the Town Charter.
- See that all state laws and Town ordinances are effectively enforced.
- Attend all Town Council meetings, with the right to take part in discussion, but the Town Manager shall not vote.
- Prepare and accept, or designate an appropriate department head or Town employee to prepare and accept, items for inclusion in the official agenda of all Town Council meetings and meetings of all boards and commissions.
- Oversees the preparation of and recommends to the Town Council the annual budget and capital program, and administer the budget as adopted by the Town Council.
- Keep the Town Council fully advised at least quarterly as to the financial conditions and future needs of the Town, and make such recommendations concerning the affairs of the Town, as the Town Manager or the Town Council deems desirable or necessary.
- Make reports as the Town Manager believes necessary, or the Town Council may require, concerning the operations of the Town departments, offices, or agencies subject to the Town Manager's direction or supervision.
- Perform such other duties as are specified in the Town Charter or may be required by the Town Council, and are consistent with the Town Charter or state or federal law.
- Working with staff Town Manager responds to and resolves resident and development inquiries and concerns; negotiates and resolves controversial issues; responds to Town Council, in a timely manner.

- Administers the effective and efficient planning, implementation, coordination and management of services provided to the residents and businesses of Prosper by municipal employees by providing guidance and direction to appropriate staff.
- Responsible for development of long and short-range plans through solicited input from Town Council, community organizations, private citizens, department heads and officials.
- Consults and directs all Town employees in solving administrative and operational problems, developing and implementing changes in organizational structure, policies or procedures, to meet Town operational and fiscal goals.
- Reviews applicable federal, state and local laws, ordinances and regulations for compliance, and makes recommendations to Town Council, where non-compliance issues might arise or to develop and implement new ordinances and regulations to enhance, update, modify, or clarify existing ordinances.
- Responsible for development and coordination of Town affairs with federal, state and local entities, federal and state agencies, civic and private groups, and citizens.
- Promotes Town programs, activities, services, and business opportunities in order to increase economic development opportunities.
- Develops and negotiates Town economic development agreements as needed, while coordinating such efforts with the Prosper Economic Development Corporation, for consideration by the Town Council.
- Oversees through various departments construction projects designed to enhance Town infrastructure effectiveness and support economic development projects.
- Responsible for developing techniques to identify more efficient and effective ways of accomplishing Town service delivery.
- Plans, coordinates and directs the work of Town departments through delegation of authority and responsibility to department executive directors and directors.
- Advises and supports department heads in the preparation and implementation of new programs and coordinates preparations of various operating and administrative reports.
- Assures Town operations are performed within budget; prepares cost control activities; monitors revenues and expenditures to assure sound fiscal control; assures efficient use of Town budget funds, personnel, materials, facilitates, and time.
- Provides guidance and support to all departments in regard to human resources, information technology, finance and related operations.
- Responsible for the administration of operating and capital budget duties including establishment of policies for carrying out budget directives, and reviewing operating and capital budgets periodically to analyze trends.
- Responsible for the administration of the policies and procedures within the Town and ensures that appropriate linkages exist between budget goals, purchasing procedures, and funding limitations and service levels adopted to meet specific departmental, and Town Council goals.
- Prepares agenda items for, and gives presentations to, the Town Council and Town Boards and Commissions, including financial reports, graphs, charts, and other illustrative materials by gathering and analyzing data.
- Adheres to personnel, safety, and other policies and procedures.
- Informs Town Council of all work-related activities.
- Performs other duties as required or assigned.

#### ADDITIONAL DUTIES:

- May travel to attend meetings, conferences, and training.
- Regular and consistent attendance for the assigned work hours is essential

- Attends meetings with citizens' groups as well as Town events and functions outside of normal office hours.

### TRAINING QUALIFICATIONS:

- At least 7 years' experience in city/town management as either Assistant City/Town Manager or City/Town Manager; preference may be given to Texas town/city experience.
- A Bachelor's Degree in Public Administration, Business Administration, Accounting, Finance, Urban Planning, or related field is required and a Master's Degree in Public Administration or Business Administration or related field.
- Must have a valid Texas Class C driver's license and driving record must be in compliance with Town policy.
- Must submit to and pass a post-offer, non-regulated drug screening and thorough background check.

### KNOWLEDGE/SKILLS/ABILITIES:

- Must have excellent managerial, leadership, organization, customer and public relations, personnel management, economic development, and budgetary skills in a town/city organizational environment; preference may be given to Texas town/city experience.
- Must have excellent communication skills, both oral and written as well as public speaking and presentation skills.
- Skill in the use of modern office equipment and software to include by not limited to Microsoft Office (Outlook, Excel, Word, PowerPoint).
- Must be able to maintain a professional and pleasant demeanor at all times.
- Must be able to manage multiple projects, meet deadlines, prioritize and organize work assignments, work well under pressure and stress, and make competent decisions.
- May work extensive hours, as needed to attend board, Town Council, and other related meetings.

### PHYSICAL ABILITIES:

- To perform the essential functions of the job, must be able to talk, write, see, read, and hear.

### PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Regularly required to sit, handle, or feel objects, tools, or controls; reach with hands and arms; talk or hear.
- Must be able to walk, stand, stretch, bend, twist, stoop, and kneel.
- Frequently required to lift and/or move up to 30 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.

### WORK ENVIRONMENT:

The work environment characteristics described here are representative of those that an employee encounters while performing the essential function of this job.

- The noise level in the work environment is usually moderate. Employee must have ability to maintain concentration in the midst of interruptions and background noise.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.

This job description is not an employment agreement or contract. Town Council has exclusive right to alter this job description at any time without notice.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Mayor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The Town of Prosper, Texas, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Town will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with Human Resources and/or the Town Manager.

**PROSPER'S PURPOSE - PROSPER IS A PLACE WHERE EVERYONE MATTERS**

## **Town of Prosper, Town Manager Candidate Profile**

The Town Manager shall be someone with confidence borne from expertise and experience in Texas, possessing a calm and approachable demeanor. He/she will have outstanding leadership skills, a management style who can work as an active part of a team, be a strategic thinker and listener, is trustworthy, and dependable. He/she will be a servant leader and always demonstrate honesty, integrity, fairness, and diplomacy. The Town Manager will be friendly, humble, calm and collected, even during chaos, and will desire to immerse themselves in and be a part of this community. Someone who is an expert in being a good person.

The Town Manager will be a motivator who will work collaboratively with staff and empower them. This person will possess a positive and supportive management style who can build staff up. He/she will be the voice for staff with Council and the public. He/she will be respectful of all, mentor, set priorities, provide resources, have high expectations and ensure accountability. This person will encourage teamwork and is comfortable getting in the trenches to get the job done. While this person will be a leader of the staff he/she will also be a hands on project manager.

He/she will be professional, but also friendly and outgoing with a sense of humor. This person must have outstanding communication skills, both verbal and written. Will be gifted in making clear and concise presentations to the Town Council and public. The Town Manager must be able to lead and guide the Council without taking sides or playing politics, always providing their best professional recommendations. He/she will have a strong financial and budgeting background and will ensure the financial data is accurate every time, all the time. Experience managing a growth environment in residential and commercial development. Including planning, growing, and meeting infrastructure needs. He/she must have the skills to, in coordination with the economic development, develop, negotiate and implement incentive and development agreements.

The Town Manager will have a Master's degree from an accredited college or university in Public Administration, Business Administration, Public Policy, or related field and a minimum of 7 years of progressively responsible management and supervisory experience as a city/town or county manager for a similar size population base or as an Assistant or Deputy in a larger community.

**Town of Prosper, Town Manager**  
**Candidate Selection Criteria (Matrix)**

**Evaluator: Bret Bauer**

Scoring: 1-10 with 10 being the highest

## Categories are weighted & equal 100

[illegible]