Agenda

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, February 13, 2024
6:15 PM

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: www.prospertx.gov/livemeetings

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Receive a presentation from the Salvation Army of North Texas regarding the 2023 Mayor's Red Kettle Challenge. (MLS)

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

2. Consider and act upon the minutes from the January 23, 2024, Town Council Regular meeting. (MLS)

3. Consider and act upon an ordinance ordering a General Election to be held on May 4, 2024, for the purpose of electing a Councilmember Place 2 and Councilmember Place 6; designating location of polling places; ordering notices of election to be given as prescribed by law and authorizing the Town Manager to execute contracts with Collin County and Denton County Election Departments for joint election services. (MLS)

4. Consider and act upon an ordinance amending Division 3, “Community Engagement Committee,” of Article 1.04, "Boards, Commissions and Committees," within Chapter 1 of the Town’s Code of Ordinances by amending Section 1.04.039, "Number of Members," and Section 1.04.042 “Chair/Vice-Chair/quorum.” (MLS)

5. Consider and act upon approval of a Professional Services Agreement between the Town of Prosper and Soccer Sparks LLC for recreation program instructor services; and authorizing the Town Manager to execute documents for same. (DB)

6. Consider and act upon approval of a Professional Services Agreement between the Town and Prosper and Gray Event Management for recreation program instructor services; and authorizing the Town Manager to execute documents for same. (DB)

7. Consider and act upon whether to direct staff to submit a written notice of appeals 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 Preliminary Site Plans and Site Plans. (DH)

CITIZEN COMMENTS

The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a “Public Comment Request Form” and present it to the Town Secretary prior to the meeting. Please limit your comments to three minutes. If multiple individuals wish to speak on a topic, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes.

REGULAR AGENDA:

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. [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.]

Items for Individual Consideration:

8. Conduct a public hearing and consider and act upon a request for a Planned Development for Mini-Warehouse/Public Storage, Restaurant, and Retail uses on 8.7± acres on Collin County School Land Survey, Abstract 147, Tracts 1-7 and 28, located on the northwest corner of North Coleman Street and West Prosper Trail. The property is zoned Agricultural and Commercial. (ZONE-23-0017) (DH)

9. Consider and act upon awarding CSP No. 2024-12-B to Wilson Contractor Services, related to construction services for the DNT Waterline Relocation (US 380 - First Street) project; and authorizing the Town Manager to execute a construction agreement for same. (HW)

10. Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain property for a water line easement for the construction of the DNT Waterline Relocation (US 380 - First Street) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. (HW)

11. Consider and act upon an ordinance amending Section 4.09.001, "Definitions," of Article 4.09, "Special Events and Temporary Outdoor Seasonal Sales," of Chapter 4, "Business Regulations," of the Code of Ordinances, and amending article 4.09, "Special Events and Temporary Outdoor Seasonal Sales," of Chapter 4, "Business Regulations," of the Code of Ordinances by adding a new section 4.09.14, "Parking," to address temporary parking of vehicles at special events. (DB)

12. Receive an update on the Parks, Recreation and Open Space Master Plan. (DB)

13. Discuss and consider Town Council Subcommittee reports. (DFB)

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 Upper Trinity Regional Water District Board of Directors, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with code enforcement activities and substandard structures, and all matters incident and related thereto.

Section 551.074 - To discuss and consider personnel matters, including the annual evaluation of the Town Manager, Town Attorney and the Municipal Judge, and all matters incident and related thereto.

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, February 9, 2024, and remained so posted at least 72 hours before said meeting was convened.

_____ _____

Michelle Lewis Sirianni, Town Secretary Date Notice Removed

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

NOTICE

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

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

MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, January 23, 2024

Call to Order/ Roll Call.

The meeting was called to order at 6:15 p.m.

Council Members Present:
Mayor David F. Bristol
Mayor Pro-Tem Craig Andres
Deputy Mayor Pro-Tem Marcus E. Ray
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Jeff Hodges

Council Members Absent:
Councilmember Charles Cotten

Staff Members Present:
Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
David Hoover, Development Services Director
Hulon Webb, Director of Engineering
Suzanne Porter, Planning Manager
Chris Landrum, Finance Director
Mary Ann Moon, Economic Development Director
Dan Baker, Parks and Recreation Director
Todd Rice, Communications and Media Relations Manager
Kellen Land, Help Desk Technician
Doug Kowalski, Police Chief
Stuart Blasingame, Fire Chief

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
Greg Jones with Rock Creek Church led the invocation. Cub Scout Pack 289 led and recited the Pledge of Allegiance and the Pledge to the Texas Flag.

Announcements of recent and upcoming events.
Councilmember Kern made the following announcements:

Join Mayor Bristol for the Mayor's Annual Update on Thursday, January 25 from 5:30 p.m. to 7:00 p.m. at Hope Fellowship Church located at 2000 W. Prosper Trail. Mayor Bristol will be sharing important insights into the Town's progress over the past year, as well as all the exciting things coming in 2024. The event is free and open to the public.

Join us on Saturday, February 17 from 9 to 11 a.m. for the Prosper Fishing Derby at the Frontier Park Pond, located at 1551 Frontier Pkwy. The Prosper Fishing Derby is a friendly competition for kids and a relaxing morning for the entire family. Judges will be stationed around the pond to

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chart fish caught and tally the catches of the day. Prizes will be awarded for Most Fish Caught in various age divisions. The event is free of charge and registration is not required. For more details, visit the Special Events page within the Parks and Recreation Department.

Thank you for your patience regarding the distribution of the approximately 28,000 new 95-gallon trash and recycling carts to all residences. This is a large undertaking, and we are working to resolve problems as quickly as we can. Distribution is currently slightly ahead of schedule, and you may receive your new carts before your scheduled trash day.

CWD logo carts should be left out on the street for pickup by CWD after they are emptied. New Prosper carts can be used immediately upon receipt and will be serviced by CWD through Wednesday, January 31st. Republic will begin servicing the Town on Thursday, February 1st.

A trash transition page on the Town's website has a list of Frequently Asked Questions and other helpful information. Any additional questions can be sent to ub@prospertx.gov.

Presentations.

1. **Presentation of a Proclamation to the University of Texas at Dallas Naveen Jindal School of Management recognizing its Capstone Senior Project program. (LJ)**

   Mr. Johnson provided an overview of the program followed by Mayor Bristol presenting a Proclamation to the students.

2. **Presentation of a Proclamation declaring the week of January 13-28, 2024, as Health for Humanity Yogathon. (MLS)**

   Mayor Bristol read and presented a Proclamation to Neeraj Agrawal.

   Mr. Agrawal spoke about the Health for Humanity Yogathon and thanked the Mayor and Town Council for their support.

3. **Recognize Frank Jaromin, Public Works Director, for his years of dedicated service to the Town of Prosper upon his retirement. (CE)**

   Mr. Ewings recognized Mr. Jaromin for his years of service to the Town.

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 at the request of Council Members or staff.

4. **Consider and act upon the minutes from the January 9, 2024, Town Council Work Session meeting. (MLS)**

5. **Consider and act upon the minutes from the January 9, 2024, Town Council Regular meeting. (MLS)**

6. **Consider acceptance of the December 2023 monthly financial report. (CL)**

7. **Consider and act upon ratifying an emergency purchase expenditure to Consolidated Traffic Controls, Inc. related to the Town's emergency repair of a traffic signal pole located at Prosper Trail and the Dallas North Tollway (DNT). (FJ)**

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8. **Consider and act upon Ordinance 2024-13 releasing 19.358 Acres, more or less, generally located west of FM 1385 in Denton County, from the Town's Extraterritorial Jurisdiction. (TW)**

9. **Consider and authorize the transfer of $6,102,367.26 in American Rescue Plan Act (ARPA) funds to Upper Trinity Regional Water District (UTRWD) to support the expansion of the Doe Branch Wastewater Treatment Plant. (CE)**

10. **Consider and act upon Ordinance 2024-14 amending the Town of Prosper Zoning Ordinance by amending conditional development standards for certain location requirements of gas pumps contained in Subpart 3 and Subpart 17 of Subsection 1.4 of Section 1 of Chapter 3. (ZONE-23-0039) (DH)**

11. **Consider and act upon Ordinance 2024-15 to rezone 26.1± acres from Agricultural (AG) to Planned Development-126 (PD-126), for Prosper School Church Addition, Block A, Lot 2, located north of West First Street and west of South Legacy Drive. (ZONE-23-0030) (DH)**

12. **Consider and act upon authorizing the Town Manager to execute a Development Agreement between James Riley and the Town of Prosper relative to Rock Creek Church. (DH)**

13. **Consider and act upon Ordinance 2024-16 to rezone 34.7± acres from Commercial (C) to Planned Development-119 (PD-119), for Collin County School Land Survey, Abstract No. 147, Tract 47, located north of West Prosper Trail and west of North Dallas Parkway. (Z22-0019) (DH)**

Deputy Mayor Pro-Tem Ray requested to pull item 7.

Mayor Pro-Tem Andres made a motion to approve consent agenda items 4 through 6 and 8 through 13. Councilmember Hodges seconded that motion. Motion carried with a 6-0 vote.

Mayor Bristol commented that there were individuals wanting to comment on item 7.

Former Council Members Jason Dixon, Meigs Miller, and Curry Vogelsang shared their appreciation and gratitude to Mr. Jaromin for all he's done for the Town. They acknowledged his dedication, leadership, and service upon his retirement.

Deputy Mayor Pro-Tem Ray and Mayor Bristol shared their thanks echoing comments made by the former Councilmembers.

Deputy Mayor Pro-Tem Ray made a motion to approve item 7. Mayor Pro-Tem Andres seconded that motion. Motion carried with a 6-0 vote.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

14. **Conduct a public hearing to consider and act upon a request for a Specific Use Permit (SUP) for a Wireless Communications and Support Structure, on Lakewood Preserve, Block A, Lot 1, on 0.1± acre, located south of East First Street and east of South Coit Road. (ZONE-23-0036) (DH)**

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Mr. Hoover presented the item providing a background of the item and the previous requests made, noting the site location, and plantings/landscaping that would be done around the structure. Mr. Hoover commented that the company would be responsible for maintaining the landscaping that is being planted.

The Town Council discussed the caliper size of the trees being planted, size and height of structure in relation to the overhead powerlines, and if the park nearby would be affected in any way.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Deputy Mayor Pro-Tem Ray made a motion to approve a request for a Specific Use Permit (SUP) for a Wireless Communications and Support Structure, on Lakewood Preserve, Block A, Lot 1, on 0.1± acre, located south of East First Street and east of South Coit Road. Councilmember Hodges seconded that motion. Motion carried with a 6-0 vote.

15. Consider and act upon awarding CSP No. 2024-10-B to Zachry Construction Corporation, related to construction services for the Legacy Drive (Prairie – First) – 4 Lanes project; and authorizing the Town Manager to execute a construction agreement for same. (HW)

Mr. Webb provided a brief description of the project and the bid process. Of the four bids received, the Town selected Zachary Construction based on being the lowest bid and overall time to complete the project.

Councilmember Bartley stated that this project is an accelerated infrastructure project.

Councilmember Hodges made a motion to approve awarding CSP No. 2024-10-B to Zachry Construction Corporation, related to construction services for the Legacy Drive (Prairie – First) – 4 Lanes project; and authorizing the Town Manager to execute a construction agreement for same. Mayor Pro-Tem Andres seconded that motion. Motion carried with a 6-0 vote.

16. Consider and act upon awarding CSP No. 2024-11-B to Maya Underground Contractors LLC, related to construction services for the Dallas North Tollway (Prosper Trail - Frontier) 12-inch Waterline project; and authorizing the Town Manager to execute a construction agreement for same. (HW)

Mr. Webb provided a brief description of the project and the bid process. Of the nine bids received, the Town selected Maya Underground Contractors, LLC based on overall cost and days to complete the project. Mr. Webb noted that time was important due to the impacts on traffic that will occur during the construction period.

The Town Council discussed the area of the project and the positive impact this will have once completed.

Mayor Pro-Tem Andres made a motion to award CSP No. 2024-11-B to Maya Underground Contractors LLC, related to construction services for the Dallas North Tollway (Prosper Trail - Frontier) 12-inch Waterline project; and authorizing the Town Manager to execute a construction agreement for same. Councilmember Hodges seconded that motion. Motion carried with a 6-0 vote.

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17. Consider and act upon Resolution 2024-17 of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain properties for right-of-way, drainage easements, a water easement, a street easement, a sidewalk easement and temporary construction easements for the construction of the Craig Road (Preston - Fifth) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. (HW)

Mr. Webb stated the Town is in the process of developing engineering plans for the construction of the Craig Road (Preston - Fifth) project. To facilitate the construction of the project, it is necessary for the Town to acquire several parcels of right-of-way, drainage easements, a street easement, a sidewalk easement, and temporary construction easements. The thirteen (13) properties are identified in the attached resolution, and the location map included with this agenda item depicts the properties affected. As with other similar road construction projects, it is not anticipated that all parcels will require the use of eminent domain to complete the acquisition process, however, staff is requesting advance authorization to pursue acquisition by eminent domain if standard negotiations are unsuccessful.

Councilmember Bartley made a motion to approve Resolution 2024-17 declaring the public necessity to acquire certain properties for right-of-way, drainage easements, a street easement, a sidewalk easement, and temporary construction easements, for the construction of the Craig Road (Preston - Fifth) project with such properties being more particularly described in the attached resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. Councilmember Kern seconded that motion.

Councilmember Hodges – In Favor
Deputy Mayor Pro-Tem Ray – In Favor
Mayor Bristol – In Favor
Mayor Pro-Tem Andres – In Favor
Councilmember Kern – In Favor
Councilmember Bartley – In Favor

Motion carried with a 6-0 vote.

18. Discuss and consider Town Council Subcommittee reports. (DFB)

Councilmember Bartley provided an update on the Downtown Advisory Committee noting the purchase of new trash receptacles and benches. They are awaiting bids on archways and are acquiring pricing on other items. Deputy Mayor Pro-Tem Ray added the purchase of the new parking banners are up highlighting the public parking areas and designated handicap spaces and crosswalks are being repainted.

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

No comments were made.

EXECUTIVE SESSION:
Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

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

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

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

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with Article 1.09 and Article 8.03 of the Town's Code of Ordinances, and Chapter 214 of the Texas Local Government Code, 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 9:22 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 9:22 p.m.

These minutes were approved on the 13th day of February 2024.

APPROVED:

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

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TOWN OF PROSPER
A Place Where Everyone Matters

TOWN SECRETARY

To: **Mayor and Town Council**

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

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

Re: **Ordering May General Election**

Town Council Meeting – February 13, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon an ordinance ordering a General Election to be held on May 4, 2024, for the purpose of electing a Councilmember Place 2 and Councilmember Place 6; designating location of polling places; ordering notices of election to be given as prescribed by law and authorizing the Town Manager to execute contracts with Collin County and Denton County Election Departments for joint election services.

Description of Agenda Item:
In accordance with Texas Election Law, the Town Council is responsible for ordering the General Election to be held on the Uniform Election Date in May for the purpose of electing Councilmember Place 2 and Councilmember Place 6. The Town will jointly contract with Collin County and Denton County to conduct the election. Both counties provide training and equipment to the Town to help reduce the cost of holding an election. Election agreements from both counties are provided in draft form until all dates and locations are confirmed by participating entities.

Budget Impact:
Cost estimates are based on participating local entities and percentage of registered voters within the Town of Prosper. These costs are subject to change until all entities are confirmed by both counties. The cost for Collin County is currently estimated at approximately $17,500.00. The cost for Denton County is currently estimated not to exceed $7,000.00. Election services are funded through account 100-5460-10-02, Election Expenses.

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

Attached Documents:
1. Ordinance English & Spanish
2. Collin County Draft Joint Election Contract
3. Denton County Draft Joint Election Contract
4. Election Calendar

Town Staff Recommendation:

Town Staff recommends the Town Council approve an ordinance ordering a General Election to be held on May 4, 2024, for the purpose of electing a Councilmember Place 2 and Councilmember Place 6; designating location of polling places; ordering notices of election to be given as prescribed by law and authorizing the Town Manager to execute contracts with Collin County and Denton County Election Departments for joint election services.

Proposed Motion:

I move to approve an ordinance ordering a General Election to be held on May 4, 2024, for the purpose of electing a Councilmember Place 2 and Councilmember Place 6; designating location of polling places; ordering notices of election to be given as prescribed by law and authorizing the Town Manager to execute contracts with Collin County and Denton County Election Departments for joint election services.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2024-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 4, 2024, IN THE TOWN OF PROSPER FOR THE PURPOSE OF ELECTING COUNCILMEMBER PLACE 2 AND COUNCILMEMBER PLACE 6; DESIGNATING LOCATION OF POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACTS WITH COLLIN COUNTY AND DENTON COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

A General Election is hereby ordered for the Town of Prosper, Texas ("Prosper"), to be held jointly on Saturday, May 4, 2024, for the purpose of electing Councilmember Place 2 and Councilmember Place 6. The candidate for each office receiving a majority of all votes cast for all candidates for an office shall be elected to serve such term.

SECTION 2

No person's name shall be placed upon the ballot as a candidate for Councilmember unless such person has filed his or her sworn application as provided by Section 141.03 of the Texas Election Code, with the Town Secretary at the Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, not later than 5:00 p.m., on the 16th day of February 2024. The Town Secretary shall note on the face of each such application the date of such filing. Such application shall include the office the candidate is seeking.

SECTION 3

Qualified voters of the following election precincts shall cast ballots for the General Election at the heretofore established and designated Election Day polling places, as follows:

Town Precincts	**Polling Place**
178, 199, 214, 224, 239 (Collin County)	Prosper Town Hall Community Room 250 W. First Street Prosper, TX 75078
1016, 1017, 9102 (Denton County)	Prosper Fire Station 2 Training Room 1140 S. Teel Parkway Prosper, TX 75078

General Election polls shall be open from 7:00 a.m. until 7:00 p.m., on the date of the General Election, Saturday, May 4, 2024.

SECTION 4

Early voting by personal appearance for Denton County residents shall be available at the Prosper Fire Station 2 Training Room, 1140 S. Teel Parkway, Prosper, Texas, 75078 from Monday, April 22, 2024, through Saturday, April 27, 2024, from 8:00 a.m. – 5:00 p.m.; Sunday, April 28, 2024, from 11:00 a.m. – 5:00 p.m.; and Monday, April 29, 2024, through Tuesday, April 30, 2024, from 7:00 a.m. -7:00 p.m.

Early voting by personal appearance for Collin County residents shall be available at the Prosper Town Hall Community Room, 250 W. First Street, Prosper, Texas 75078, from Monday, April 22, 2024, through Saturday, April 27, 2024, from 8:00 a.m. – 5:00 p.m.; Sunday, April 28, 2024, No Voting, and Monday, April 29, 2024, through Tuesday, April 30, 2024, from 7:00 a.m. -7:00 p.m.

Qualified voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administrator or the Denton County Elections Administrator. This previous sentence shall also be posted in the Notice of Election.

SECTION 5

That the Town Manager and Town Secretary are authorized to execute a contract for an Election with the Denton County Election Department, the Collin County Election Department, the Prosper Independent School District, and other entities that will provide for all election appointments, early voting by mail, the designated voting location(s) and hours of operation, payments for election officials, necessary election arrangements and a runoff election (if applicable).

SECTION 6

That the Town Secretary shall have the authority to approve any minor modifications as may be necessary in the best interests of the Town and within the regulations of the Texas Election Code. The early voting mail clerk for Collin County is: Bruce Sherbet, Early Voting Clerk, Collin County Elections Department, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069 (election@collincountytx.gov), and the Early Voting Clerk for Denton County is Frank Phillips, Early Voting Clerk, Denton County Elections, PO Box 1720, Denton, Texas 76202 (elections@dentoncountx.gov).

SECTION 7

The Town Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this General Election. The General Election, including providing notice of the General Election, shall be conducted in accordance with the Texas Election Code and other applicable law, and all resident qualified and registered voters of the Town shall be eligible to vote at the General Election.

SECTION 8

The Mayor and the Town Secretary of the Town, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the General Election, whether or not expressly authorized herein.

SECTION 9

That the provisions of this ordinance are severable, so that the invalidity of one or more provisions shall not affect the validity of those valid portions.

SECTION 10

This ordinance and order for a General Election shall be effective from and after the passage of this ordinance.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, COLLIN AND DENTON COUNTIES, TEXAS, ON THIS THE 13TH DAY OF FEBRUARY 2024.

APPROVED:

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

CUIDAD DE PROSPER, TEXAS **ORDENANZA NO. 2024-XX**

UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CUIDAD DE PROSPER, TEXAS, QUE ORDENA QUE SE CELEBREN ELECCIONES GENERALES EL 4 DE MAYO DE 2024 EN EL PUEBLO DE PROSPER CON EL FIN DE ELEGIR CONCEJAL LUGAR 2 Y CONCEJAL LUGAR 6; DESIGNACIÓN DE LA UBICACIÓN DE LOS LUGARES DE VOTACIÓN; ORDENAR QUE SE ENTREGUEN NOTIFICACIONES DE ELECCIÓN SEGÚN LO PRESCRIBE LA LEY EN RELACIÓN CON DICHA ELECCIÓN; AUTORIZANDO LA EJECUCIÓN DE CONTRACTOS DE ELECCIÓN CONJUNTA CON LOS CONDADOS DE COLLIN Y DENTON; PROPORCIONAR UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONAR UNA FECHA EFECTIVA.

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

SECCIÓN 1

Por la presente se ordena una Elección General por la Cuidad de Prosper, Texas ("Prosper"), que se llevará a cabo conjuntamente el sábado 4 de mayo de 2024, con el fin de elegir un miembro del Consejo del Lugar 2 y un miembro del Consejo del Lugar 6. El candidato para cada cargo, que reciba la mayoría de los votos emitidos para todos los candidatos a un cargo, será elegido para servir dicho término.

SECCIÓN 2

El nombre de ninguna persona se colocará en la boleta electoral como candidato a alcalde o concejal a menos que dicha persona haya presentado su solicitud jurada según lo dispuesto por la Sección 141.03 del Código Electoral de Texas, con el Secretario del Pueblo en el Ayuntamiento de Prosper, ubicado en 250 W. First Street, Prosper, Texas 75078, a más tardar a las 5:00 p. m., el día 16 de febrero de 2024. El Secretario del Pueblo anotará en el anverso de cada solicitud la fecha de presentación. Dicha solicitud incluirá el cargo al que aspira el candidato.

SECCIÓN 3

Los votantes calificados de los siguientes precintos electorales emitirán sus votos para la Elección General en los lugares de votación establecidos y designados hasta ahora para el Día de la Elección, de la siguiente manera:

Recintos de la Ciudad	**Colegio Electoral**
178, 199, 214, 224, 239 (Condado de Collin)	Prosper Town Hall Community Room 250 W. First Street Prosper, TX 75078
1016, 1017, 9102 (Condado de Denton)	Prosper Fire Station 2 Training Room 1140 S. Teel Parkway Prosper, TX 75078

Las urnas de las Elecciones Generales estarán abiertas desde las 7:00 a.m. hasta las 7:00 p.m., en la fecha de las Elecciones Generales, sábado 4 de mayo de 2024.

SECCIÓN 4

La votación anticipada en persona para los residentes del condado de Denton estará disponible en Prosper Fire Station 2 Training Room, 1140 S. Teel Parkway, Prosper, Texas, 75078 desde el lunes 22 de abril de 2024 hasta el sábado 27 de abril de 2024 a partir de las 8:00 a.m. – 5:00 p.m.; domingo 28 de abril de 2024, de 11:00 a.m. a 5:00 p.m.; y del lunes 29 de april de 2024 al martes 30 de abril de 2024 de 7:00 a.m. a 7:00 p.m.

La votación anticipada en persona para los residentes del condado de Collin estará disponible en Prosper Town Hall Community Room, 250 W. First Street, Prosper, Texas 75078, desde el lunes 22 de abril de 2024 hasta el sábado 27 de abril de 2024 a partir de las 8:00 a.m. – 5:00 p.m.; domingo 28 de abril de 2024, Sin Votar, y del lunes 29 de april de 2024 al martes 30 de abril de 2024 de 7:00 a.m. a 7:00 p.m.

Los votantes calificados pueden votar en cualquiera de los lugares de Votación Anticipada adicionales abiertos bajo servicios de contrato completo con el Administrador de Elecciones del Condado de Collin o el Administrador de Elecciones del Condado de Denton. Esta oración anterior también se publicará en el Aviso de Elección.

SECCIÓN 5

Que el Administrador de la Cuidad y la Secretaria de la Cuidad están autorizados a ejecutar un contracto para una Elección con el Departamento de Elecciones del Condado de Denton, el Departamento de Elecciones del Condado de Collin, el distrito escolar independiente de Prosper y otras entidades que proporcionarán todos los nombramientos para las elecciones, la votación anticipada por correo, el lugar de votación designado(s) y el horario de funcionamiento, los pagos de los funcionarios electorales, los arreglos electorales necesarios y una segunda vuelta electoral (si es aplicable).

SECCIÓN 6

Que la Secretaria de la Cuidad tendrá la autoridad para aprobar cualquier modificación menor que sea necesaria en el mejor interés del Pueblo y dentro de los reglamentos del Código Electoral de Texas. El empleado de correo de votación anticipada del condado de Collin es: Bruce Sherbet, empleado de votación anticipada, Departamento de Elecciones del condado de Collin, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069 (election@collincountytx.gov), y el empleado de votación anticipada del condado de Denton es Frank Phillips, secretario de votación anticipada, elecciones del condado de Denton, PO Box 1720, Denton, Texas 76202 (elections@dentoncountx.gov).

SECCIÓN 7

Por la presente, se autoriza y ordena a la Secretaria de la Cuidad que publique y/o publique, en el tiempo y la forma prescritos por la ley, todos los avisos que se requiera que se publiquen y/o publiquen en relación con la realización de esta Elección General. La Elección General, incluida la notificación de la Elección General, se llevará a cabo de conformidad con el Código Electoral de Texas y otras leyes aplicables, y todos los votantes calificados y registrados residentes del Pueblo serán elegibles para votar en la Elección General.

SECCIÓN 8

El Alcalde y la Secretaria de la Cuidad de la Cuidad, en consulta con el abogado del pueblo, están autorizados y ordenados a tomar todas las medidas necesarias para cumplir con las disposiciones del Código Electoral de Texas y cualquier otra ley estatal o federal al llevar a cabo y llevar a cabo la Elección General, esté o no expresamente autorizado en este documento.

SECCIÓN 9

Que las disposiciones de esta ordenanza son separables, de manera que la invalidez de una o más disposiciones no afectará la validez de aquellas porciones válidas.

SECCIÓN 10

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

DEBIDAMENTE APROBADO Y APROBADO POR EL CONCEJO DE LA CUIDAD DE LOS CONDADOS DE PROSPER, COLLIN Y DENTON, TEXAS, EL DÍA 13 DE FEBRERO DE 2024.

APROBADO:

_____
David F. Bristol, Alcalde

DOY FE:

_____
Michelle Lewis Sirianni, Secretaria de la Cuidad

APROBADO EN FORMA Y LEGALIDAD:

_____
Terrence S. Welch, Abogado de la Cuidad

JOINT ELECTION SERVICES CONTRACT
("Election Services Contract")

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
("Contracting Election Officer")

AND

TOWN OF PROSPER, TEXAS
("Participating Political Subdivision")

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON SATURDAY, MAY 4, 2024

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

1. ADMINISTRATION AND STATUTORY AUTHORITY
    a. Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas, and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the Election Administrator of Collin County, Texas and authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authority of the Participating Political Subdivision.
    b. The contracting authority of the Participating Political Subdivision is hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 4, 2024. The Participating Political Subdivision is hereby contracting with the Elections Administrator of Collin County, Texas and all other joining jurisdictions to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2. DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER
    a. The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
        i. The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County Elections Department website.
        ii. The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
        iii. The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his/her appointment. The presiding election judge of each vote center will use his/her discretion to determine when additional workers are needed, during peak voting hours.
        iv. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
            1. Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class). A training event calendar will be provided.
            2. Election judges and alternate judges shall be responsible for picking up and returning election supplies to the County Election Warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be $25.00.
        v. The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive $15.00 per hour, each alternate judge shall receive $14.00 per hour, and each clerk shall receive $13.00 per hour for services rendered. Overtime will be paid to each person working more than 40 hours per week.

b. The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits, and election supplies.
    i. The Contracting Election Officer shall secure election kits, which include the legal documentation required to hold an election and all supplies.
    ii. The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
    iii. The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the Early Voting period required by law.
    iv. The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
        1. Equipment includes the rental of ES&S ExpressVote Universal Voting Machines (EVS 6.1.1.0), ES&S ExpressTouch Curbside Voting Machines (EVS 6.1.1.0), ES&S DS200 Ballot Counters (EVS 6.1.1.0), ES&S Model DS450 and DS850 High-Speed Scanners/Tabulators (EVS 6.1.1.0), ADA compliant headphones and keypads, voting signs, and election supply cabinets.
        2. Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.

c. The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.
    i. The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
    ii. The Contracting Election Officer shall select the Early Voting polling locations and arrange for the use of each.
    iii. Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the Early Voting dates and times and at the locations listed in Exhibit “A” attached and incorporated by reference into this Election Services Contract.
    iv. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
        1. Applications for mail ballots erroneously mailed to the Participating Political Subdivision shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
        2. All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
    v. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The Contracting Officer shall appoint the presiding judge of this Board.

d. The Contracting Election Officer shall select the Election Day vote centers and arrange for the use of each.
    i. The Participating Political Subdivision shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the vote centers.
    ii. The Election Day vote centers are listed in Exhibit “B”, attached and incorporated by reference into this Election Services Contract.

e. The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. The Central Count Station Manager shall be Bruce Sherbet. The Central Count Station Judge shall be Kathi-Ann Rivard. The Tabulation Supervisor shall be Brian Griesbach.
    i. The Tabulation Supervisor shall prepare, test and run the County's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
    ii. The Public Logic and Accuracy Test and Hash Validation of the electronic voting system shall be conducted in accordance with Texas Election Code. The Contracting Election Officer will post the required Notice of Logic and Accuracy Testing and Hash Validation.
    iii. Election night reports will be available to the Participating Political Subdivision at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with State law.
    iv. The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide canvassing documents to the Participating Political Subdivision as soon as possible after all returns have been tallied.
    v. The Contracting Election Officer shall be appointed as the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
        1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

f. The Contracting Election Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivision in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

3. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISION
    a. The Participating Political Subdivision shall assume the following duties:
        i. The Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. The Participating Political Subdivision are required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
        ii. The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (PDF and shape files preferred) or printed format as soon as possible but no later than Friday, February 16, 2024.
        iii. The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish translation in an electronic format.
            1. The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 p.m. Friday, February 16, 2024, the official wording for the Participating Political Subdivision's May 4, 2024 Joint Election.
            2. The Participating Political Subdivision shall approve the ballot proofs format within 24 hours of receiving the ballot proof and prior to the final printing.

a. If the Participating Political Subdivision fails to approve the ballot proofs within 24 hours of receiving the proofs, the Contracting Election Officer will presume that the ballot proofs have been approved by the Participating Political Subdivision. Any costs incurred by making any changes to the ballot (designing, printing, programming, etc.) from this point forward will be the responsibility of the Participating Political Subdivision.

iv. The Participating Political Subdivision shall compensate the Contracting Election Officer for all associated costs including any additional verified cost incurred in the process of running this election or for a manual recount, this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

1. The charges incurred during the manual recount are outlined in Sec. 212 of the Texas Election Code.

b. The Participating Political Subdivision shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, March 29, 2024. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The deposit should be made payable to the "Collin County Treasury" with a note "For election services" included with the check documentation and delivered to the Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071.

c. The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the Participating Political Subdivision.

4. COST OF SERVICES.

a. See Exhibit "C".

b. Note: A Participating Political Subdivision shall incur a minimum cost of $3,500.00 to conduct a joint election with the Collin County Elections Department.

5. RUNOFF ELECTIONS

a. Each Participating Political Subdivision shall have the option of extending the terms of this contract through its Runoff Election, if applicable. In the event of such Runoff Election, the terms of this contract shall automatically extend unless the Participating Political Subdivision notifies the Elections Administrator in writing within 3 business days of the original election.

b. Each Participating Political Subdivision shall reserve the right to reduce the number of Early Voting polling locations and/or Election Day vote centers in a Runoff Election. If necessary, any voting changes made by a Participating Political Subdivision between the original election and the Runoff Election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

c. Each Participating Political Subdivision agrees to order any Runoff Election(s) at its meeting for canvassing the votes from the May 4, 2024 Joint Election, and to conduct its drawing for ballot positions at, or immediately following, such meeting in order to expedite preparations for its Runoff Election.

d. Each Participating Political Subdivision eligible to hold Runoff Elections after the May 4, 2024 Uniform Election Date agrees that the date of a necessary Runoff Election shall be held in accordance with the Texas Election Code, which will be Saturday, June 15, 2024.

6. GENERAL PROVISIONS
    a. Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom, or the place at which any document or record relating to the Participating Political Subdivision's May 4, 2024 Joint Election are to be filed, or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
    b. Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivision.
    c. If the Participating Political Subdivision cancels their elections pursuant to Section 2.053 of the Texas Election Code, the Participating Political Subdivision shall pay the Contracting Officer a contract preparation fee of $75.00 and will not be liable for any further costs incurred by the Contracting Officer.
    d. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS ____DAY OF _____2024.

_____
Bruce Sherbet, Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS ____ DAY OF _____ 2024

By: _____
Mario Canizares, Town Manager
Town of Prosper, Texas

Attest: _____
Michelle Lewis Sirianni, Town Secretary
Town of Prosper, Texas

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as "participating authority or participating authorities" located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 4, 2024 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 4, 2024. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County's voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a "Joint Election" with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at a flat rate of $78. Election judges and clerks that elect to complete online training shall be compensated at a rate of a flat $50. In the event that an Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of $25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Presiding Judge in Early Voting, or their designee, will receive an additional sum of $25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge ($15/hour), Alternate Judge ($14/ hour), Clerk ($13/ hour)

Election Day – Presiding Judge ($15/hour), Alternate Judge ($14/ hour), Clerk ($13/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #9). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (April 1, 2024) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list of candidates and/or propositions must be completed on the ballot language form provided by the Elections Administrator, the information will preferably be in sentence case format, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the Central Appraisal District, then the appropriate school district ballot content appearing on the ballot, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 4, 2024 election will be as follows:

Monday, April 22, 2024 through Saturday, April 27, 2024; 8am – 5pm
Sunday, April 28, 2024; 11am-5pm
Monday, April 29, 2024 through Tuesday, April 30, 2024; 7am-7pm

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A100
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator

Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections. On a case-by-case basis, the Elections Administrator may consider administering an entities election for portions outside of Denton County.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be determined by the Secretary of State, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location. If an entity requests an Early Voting location outside of their jurisdiction and the request is granted, the participating authority shall be responsible for an equal portion of the actual cost associated with the early voting location requested.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of $750 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

The fee for programming each participating authority's election will be based on the number of races within their election. The fee schedule is as follows:

Programming Fees	
# of Races	DCEA fee
1-5	$750.00
6-10	$1,265.00
11-20	$1,650.00
21-40	$2,090.00
41-75	$2,640.00
76-100	$3,135.00

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, as addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	$46.798
Voter Registration Clerk	$34.157 - $37.309
Technology Resources Coordinator	$48.225
Elections Technician	$31.655 - $38.186
Voter Registration Coordinator	$41.415
Training Coordinator	$47.168
Election Coordinator	$38.718

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 4, 2024 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

[costs]

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 25th day of January 2024 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
(2) It has on the 13th day of February 2024 been executed on behalf of the **Town of Prosper** pursuant to an action of the **Town of Prosper Town Council** so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

Frank Phillips

_____
Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF PROSPER:

APPROVED:

_____
Mario Canizares, Town Manager

ATTESTED:

_____
Michelle Lewis Sirianni, Town Secretary

TEXAS MUNICIPAL CLERKS CERTIFICATION PROGRAM

Election Calendar

For a City's General Election on May 4, 2024

(last updated November 17, 2023; subject to fourth called session)

Abbreviations in the calendar are the same as those in the *Texas Municipal Election Law Manual* (6th edition) [M]. This most recent edition has a green cover.

This calendar does not apply to all elections. For example, to prepare a calendar for a special election to fill a vacancy in office (even one on a uniform election date), see M §12.03; for a special election on a measure, see M §12.12. This calendar omits actions that vary from one city to another (for example, preparation of voting equipment). Each city secretary should use the chart at M §1.62 to create a personal election calendar. Always verify the latest version of this calendar on the TMCA's website (under "publications").

Dates in column 1 are 2024 unless noted otherwise. Actions in column 2 relate to general elections (those in *italics pertain to early voting*). These actions are typically taken by the city secretary, but deviations appear in column 3. Column 4 is a cross reference to the Elections Manual.

"ED Interval" in column 5 indicates the time between the date of the action and election day. For example, the notation "50th" in the entry for March 15 means mandatory office hours begin the 50th day before election day; the notation "+10" in the entry for May 14 means that the LAST DAY for the presiding judge of the early voting ballot board to mail voters notices of rejected mail ballots is the 10th day after election day. An asterisk (*) in this column indicates the time stated is not required by statute.

When a statutory provision prescribes the LAST DAY for the performance of an act, the number in column 5 reflects that day. If the statutory date is moved because of a Saturday, Sunday, or state or national holiday [M §1.52(b); endnote 6], the resulting date is designated in column 1, and column 5 indicates, in parentheses and italics, the actual number of days measured from election day. Not all due dates revolve around election day and are so noted.

The last column has been reserved to show completion of the event in column 2. A dashed line in the table between entries indicates separate events that fall on the same day.

When reading the Election Code, the city secretary should remember to read the chapter and subchapter titles to determine if the section applies to cities.

Note that counties cannot order elections of their own in May of even-numbered years. They may decline to contract with cities.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Fri May 5 2023	One-year deadline for posting certain candidacy and other information on the city's website. Note: See endnote 1.	City Secretary	2.13(d)(2)	365th	
Mon Dec 18 2023	LAST DAY to post on the city's bulletin board notice of the filing period for the general election (SOS Form 2-1).	City Secretary	2.13(d)(1)	138th (30 days before 1st day to file)	
Mon Jan 1 2024	*FIRST DAY voters may apply for a ballot by mail (ABBM), for an Annual ABBM, or for a Federal Postcard Application (FPCA).* Note: The first day does not move despite the New Year's Day holiday. See ED – 11 days for end of period.	City Secretary	9.44(a)	1st day of year	
Thu Jan 4	Obtain forms: candidate's application for place on ballot, appointment of campaign treasurer (candidate and specific-purpose committee), report of contributions and expenditures (candidate-officeholder and specific-purpose committee), application for mail ballot, administrative forms, and precinct forms.	City Secretary	5.31	*121st	
Thu Jan 4-Fri Jan 26	Review M §1.62 for possible action: Steps 1-5 (revising election precincts, designating polling places, changing method of voting, and contracting, if any) and Step 12 (establishing or changing terms of election judges).	City Secretary and City Council	1.62	*121st through *99th	
Tue Jan 16	LAST DAY for timely filing of semi-annual report of contributions and expenditures. Note: See endnote 6. Because Jan 15 is Martin Luther King Day, the deadline is extended to Tue.	City Secretary	3.12(b) 3.16	Jan 15	
Wed Jan 17	FIRST DAY for filing application for place on general election ballot (SOS Form 2-49). Note: Filing for a general election may occur before the election is ordered (as opposed to a special election). Period ends at 5 p.m. ED – 78 days.	City Secretary	2.13(a) 2.14(a)	108th (30 days before filing dead-line)	
Jan 17	FIRST DAY for filing declaration of write-in candidacy (SOS Form 2-55). Note: Periods ends at 5 p.m. ED – 74 days.	City Secretary	2.19(b)	108th	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Mon Jan 22 to Fri Feb 16	Recommended* period and statutory deadline for ordering a general election (SOS Form 1-2). Note: Sometimes the phrase "calling" election is used. The deadline may be different for a special election. See endnote 2 for mock student elections. Home-rule cities see endnote 3. Cities contracting should informally notify their contracting partners as soon as possible.	Mayor	6.03	*103rd through 78th	
Mon Feb 5	LAST DAY for small city in small county to apply for exception to accessibility requirements (SOS Form 16-1). Note: Because the deadline falls on Sun, it moves to Mon.	City Secretary to SOS	5.25(c)	90th *(89th)*	
Tue Feb 13 midnight	Death and ballot preparation: If a candidate dies on or before this date, the City Secretary MUST remove the candidate's name from ballot. Note: If a candidate dies after this date but on or before the filing deadline, see endnote 4.	City Secretary	6.23(c)	81st [day before day before filing deadline (3rd day)]	
Fri Feb 16	LAST DAY for ordering a general or special election for the uniform date in May (SOS Form 1-2). Note: See endnote 2 for student elections. Home-rule cities see endnote 3.	Mayor	6.03	78th	
Feb 16 5 p.m.	LAST DAY for filing application for place on general election ballot (SOS Form 2-49). Note: City Secretary's office should stay open until 5 p.m. Mailed applications are filed when received. For deceased candidates, see endnote 4. If no candidate has filed in a city with 4-year terms, the filing deadline is extended to ED – 57 days (except in Nov. of even-numbered years when the exception does not apply).	City Secretary	2.14 6.23(c)	78th	
Feb 16	Recommended* last day for notice designating election precincts and polling places.	City Council	5.42(d)	*78th	
Feb 16	Recommended* first day to provide 4-day notice of drawing to candidate. Note: Only written notice by mail is required 4 days before the drawing, but phone or email notice should follow the same timeline. Public notice must be posted (SOS Form 3-1) 72 hours before date of drawing.	City Secretary	6.22(a)(2)	*78th	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Mon Feb 19	Recommended* first date for preliminary work to appoint election judges.	City Secretary	7.01	*75th	
Feb 19	Recommended* first day to post public's 72-hour notice of drawing for order of names on ballot (SOS Form 3-1).	City Secretary	6.22(a)	*75th	
Tue Feb 20 5 p.m.	LAST DAY for a write-in candidate to declare candidacy in the general election (SOS Form 2-55). Note: City Secretary's office should stay open until 5 p.m. Mailed applications are filed when received. For deceased candidates, see endnote 4.	City Secretary	2.18(b)	74th	
Wed Feb 21	Recommended* date to deliver the certification of unopposed candidates to city council if a candidate does not have an opponent in an election considered to be a separate election (SOS Form 13-1).	City Secretary	6.12	*73rd	
Thu Feb 22 to Mon Feb 26	Recommended* period to conduct drawing for order of names on ballot, prepare ballot format, and send information to the printer. Note: Notice of drawing (SOS Form 3-1) must be posted 72 hours before drawing.	City Secretary	6.22(b) 6.25 6.26	*72nd through *68th	
Fri Feb 23 5 p.m.	LAST DAY for a ballot or write-in candidate in general election to submit a certificate of withdrawal (SOS Form 2-66) and have name omitted from the ballot. Note: City Secretary's office should stay open until 5 p.m. A withdrawal after this date is valid if it is submitted before the ballots are prepared AND if the public notice of the logic and accuracy test has not been published. Per EC §145.092(e), EC §1.006 does not apply to withdrawal deadlines.	City Secretary	6.23(c) 2.31(b)	71st	
Feb 23 5 p.m.	LAST DAY that a declaration of ineligibility causes omission of candidate's name from ballot in the general election. Note: City Secretary's office should stay open until 5 p.m.	City Secretary	2.33(d)	71st	
Feb 23	Recommended* first day to cancel (SOS Form 13-2). Note: Unopposed races must be cancelled if no opposed at-large race is on the ballot.	City Council	6.13	71st	
Feb 29	Happy Leap Day!	-	-	-	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Tue Mar 5 to Sat May 4	Period the Texas Ethics Commission will defer an investigation of candidates until after election (or runoff).	City Secretary Texas Ethics Commission	3.01(b)(2)	60th through ED	
Mar 5	LAST DAY to deliver notice of the election to the county clerk and voter registrar of each county where the city is located. Note: This is not the publication or posting deadline. For counties with elections administrators, notice goes to them.	City Council (City Secretary)	6.54(a)	60th	
Mar 5	Recommended* day to contact the county concerning availability of the initial list of voters who submitted annual applications for ballot by mail (ABBM).	City Secretary	9.43	*60th	
Fri Mar 8 5 p.m.	Extended deadline to file for a place on the ballot in a city office having a 4-year term if no candidate files by ED – 78 days. Note: This extension is not applicable in Nov. of even-numbered years.	City Secretary	2.13(b)	57th	
Mon Mar 11 to Fri Mar 22	Recommended* period for appointing election judges (SOS Forms 4-15, 4-16, 4-17) plus members of the EVBB (SOS Forms 4-19) and SVC (SOS Form 10-12, 10-13, 10-14). Note: Home-rule cities see endnote 3. The SVC cannot meet until ED – 20 days. The EVBB can meet any time after ballots are returned and no later than ED – 9 days.	City Council	7.42(a)(2) 7.23-.24 7.33-.34	*54th through *43rd	
Thu Mar 14	Recommended* date to print ballots that have been prepared earlier.	City Secretary	6.25	*51st	
Fri Mar 15	FIRST DAY of mandatory office hours. Note: City Secretary's office must be open at least 3 hours a day during regular office hours on regular business days. Period ends ED + 40 days. See endnote 6.	City Secretary	6.80(a)	50th	
Mar 15	LAST DAY for a challenge of a candidate application based on form, content, procedure.	City Secretary	2.16(d)	50th	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Wed Mar 20	*LAST DAY to mail ballots to FPCA voters and other voters who are eligible for early voting because they are voting from outside the U.S.* Note: If it is not possible to mail these ballots by this deadline, the City Secretary must notify the SOS within 24 hours. SOS does not apply EC §1.006 to this deadline. Respond to FCPA applications received after this date within 7 days (the same as non-FCPA applications). Rosters must be posted to website by 11 a.m. on the following day (SOS Forms 5-7 & 6-55).	City Secretary	9.49(b) 9.82	45th	
Thu Apr 4 5 p.m.	LAST DAY for filing first report of campaign contributions and expenditures by opposed candidates and specific-purpose committees. Note: City Secretary's office should stay open until 5 p.m. The deadline is extended to midnight for electronic filing. See endnote 5 for current threshold dollar amounts.	City Secretary	3.13(b)	30th	
Apr 4	LAST DAY for submitting voter registration application in time to vote at the election or for requesting transfer of registration in time to vote in new precinct not in the same county and territory.	Registrar	4.07(f) 4.07(g)	30th	
Apr 4 to Wed Apr 24	Period for publishing notice of election (SOS Form 1-14). Note: Must be published once; perhaps more for a special election on a measure. Home-rule cities see endnote 3.	Mayor	6.52(a)	30th through 10th	
Apr 4	Minimum 10th day to begin posting continuous notice if SVC meets on first available date (ED – 20 days). Note: The city council appoints (SOS Form 10-13) not later than 5 days after the City Secretary calls for appointment (SOS Forms 10-12). Post notice of appointment (SOS Form 10-14), notice of delivery (SOS Form 10-15), and notice of meeting (SOS Form 10-16).	City Secretary City Council	6.70(a) 7.33 7.34	*30th	
Apr 4	Recommended* last day to request voter registrar to prepare lists of registered voters and furnish statement of residence forms to be used in conducting the election.	City Secretary	4.34(a)	*30th	
Apr 4	Recommended* day to begin posting the notice of voting order priority for voters with mobility issues on the city's website (SOS Form 7-38).	City Secretary	10.23(d)	*30th	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Sat Apr 13 (Fri Apr 12 recom-mended)	LAST DAY for posting (SOS Form 1-14) (1) notice of election on bulletin board used for posting notices of city council meetings and (2) date, location of each polling place, and each candidate and measure on the ballot on the city's website. Note: The 21st day is Sat, meaning the notice can be delayed until Mon. The better practice is to post by Fri through at least election day. For cities conducting bond elections, additional posting and publication requirements apply. Home-rule cities see endnote 3.	City Secretary	6.52(b) 12.15(e)	21st *(22nd)*	
Sun Apr 14 (Fri Apr 12 recom-mended)	Type B cities: LAST DAY to post notice of election in 3 public places (SOS Form 1-14). Note: EC §1.006 does not apply to this LGC deadline; the better practice is to post before the weekend.	City Secretary	6.52(b)(3)	20th	
Apr 14	*FIRST DAY SVC may begin work.* Note: EC §1.006 does not apply to the starting date. EC §87.0271 requires SVC to inform voters of certain defects in the carrier envelope within 2 days of identification (SOS Forms 10-28 to 10-32).	City Secretary	6.70(a) 6.72	20th	
Mon Apr 15	*LAST DAY for unregistered FCPA applicant to apply and be eligible to vote a full ballot.* Note: Because the deadline falls on Sun, it moves to Mon for postmarked FCPAs.	City Secretary	9.61(a)	20th *(19th)*	
Tue Apr 16	*LAST DAY early voting clerk, upon receipt of defective early voting application, must mail 2nd application with explanation of defects and instructions (SOS Forms 6-2 to 6-3).*	City Secretary	9.46(b)	18th	
Apr 16 to Tue Apr 23	*Period when unregistered FCPA applicants received a federal ballot only.* Note: This may mean no ballot is sent.	City Secretary	9.61 9.68	18th thru 11th	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Apr 16	*Recommended* last day for publication of notice of the test of automatic tabulating and DRE equipment to be used in early voting (SOS Forms 15-1 to 15-8).* Note: Notice for tabulating equipment must be 48 hours before date of test. Notice for DRE equipment must be 48 hours before test begins. DREs cannot be used after Sept 1, 2026 except by disabled voters.	City Secretary	6.63(d)(1) 6.63(d)(2) 6.64(c)	*18th	
Fri Apr 19	*LAST DAY to accept an FPCA without a postmark and mail the voter a full ballot.*	City Secretary	9.66(b)	15th	
Apr 19	LAST DAY to notify judges of duty to hold the election (SOS Form 4-17).	Mayor	7.44(a)	15th	
Apr 19	LAST DAY to challenge write-in candidate for form, content, and procedure.	City Secretary	2.18(f)	15th	
Sat. Apr 20	*LAST DAY for conducting first test of automatic tabulating and DRE equipment to be used for early voting.* Note: Notice for tabulating equipment must be 48 hours before date of test. Notice for DRE equipment must be 48 hours before test begins. DREs cannot be used after Sept 1, 2026 except by disabled voters.	City Secretary	6.63(d) 6.64(c)	14th (2 days before early voting starts)	
Mon Apr 22	*FIRST DAY for early voting by personal appearance.* Note: If voting will be conducted on Sat or Sun, notice of same must be posted at least 72 hours before such voting begins (SOS Form 5-15). The EV period in Nov. is longer. Rosters (SOS Form 5-6) must be posted by 11 a.m. on the day after voting. Period ends ED – 4 days.	City Secretary	9.14	12th	
Apr 22	*FIRST DAY for new illness or disability allowing late application for late (emergency) early voting (SOS Forms 5-32 & 5-33).* Note: While the illness or disability occurs on or after this date, the application cannot be submitted until the day after the early voting period ends.	Voter	9.73	12th	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Tue Apr 23	*LAST DAY to accept application for a ballot to be voted by mail, by 12 noon or close of business, whichever is later.* Note: If the deadline falls on a Sat, Sun, or legal holiday, then personal delivery must be the first regular business day preceding that day. Originals are due 4 days after fax or email (except emailed FCPA).	City Secretary	9.44(b)(1) 9.45(b-c) 9.68(c)	11th	
Apr 23	*LAST DAY to accept an FPCA from a registered voter or from an unregistered FPCA voter*. Note: The unregistered FPCA voter may only get a federal ballot, which may mean no ballot.	City Secretary	9.61(c) 9.68(a, c)	11th	
Apr 23	*LAST DAY for county clerk or election administrator to deliver final list of voters that submitted an annual ABBM.*	City Secretary	9.43(a)(2)	11th	
Wed Apr 24	LAST DAY to publish notice of election (SOS Form 1-14). Note: Home-rule cities see endnote 3.	Mayor	6.52(a)(1)	10th	
Thu Apr 25	*If the EVBB has not yet met, it must do so by this date.* Note: 24-hour notice must be posted for each delivery of voting materials made before election day (SOS Forms 10-3 & 10-4). The board may process the materials but may not count ballots until after the end of early voting by personal appearance. The board must provide notice of opportunity to cure certain defects in the carrier envelope within 2 days of identifying the deficiency (SOS Form 10-32).	Early Voting Ballot Board	9.57(a)(2) 10.03	9th	
Fri Apr 26 5 p.m. or midnight	LAST DAY for filing second report of campaign contributions and expenditures by 5 p.m. or midnight if filing electronically. Note: Deadline extended to midnight for electronic filing. See endnote 5 for current monetary thresholds. Reports must be posted to the city's website no later than 10 business days after receipt.	City Secretary	3.13(c)	8th	

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Date	Action	By or With Whom Taken	M §	ED Interval	✓
Mon Apr 29	*FIRST DAY for death in family to qualify for late (emergency) early voting (SOS Forms 5-28 & 5-29).* Note: While the death occurs on or after the day before the last day of early voting by personal appearance, the application cannot be submitted until the day after early voting by personal appearance ends. Voting by this method ends close of business the day before election day.	City Secretary	9.73(a)	5th	
Tue Apr 30	*LAST DAY of "regular" early voting by personal appearance (versus special forms of early voting).*	City Secretary	9.11(b)	4th	
Apr 30 to Sat May 4 7 p.m.	*Once early voting by personal appearance is over until 7 p.m. on election day, early voting materials may be delivered to the EVBB for qualifying purposes when paper ballots are used or automatically tabulated ballots are used at a central counting station.* Note: Ballots may not be counted until election day, except if election is held jointly with a county of 100,000 or more. Post notice of delivery continuously 24 hours before each delivery (SOS Forms 10-3 & 10-4). Ensure that the counting equipment has been tested at least 48 hours before tabulation begins.	City Secretary	9.57(a)(1) 9.57(a)(3)	4th through close of polls	
Wed. May 1	*LAST DAY to receive in the mail an application to cancel mail ballot (SOS Form 6-6).* Note: SOS does not apply EC §1.006.	City Secretary	9.54(a)	3rd	
May 1	LAST DAY for first test of automatic tabulating or DRE equipment to be used at a polling place. Note: To ensure 48 hours before 7 a.m. of election day, test must be by 3rd day. Notice must be published at least 48 hours before date of test.	City Secretary	6.63(d)(2) 6.64(b-c)	3rd	
May 1	*FIRST DAY the EVBB may begin counting ballots in an election held jointly with a county having a population of 100,000 or more.* Note: Ensure that the counting equipment has been tested at least 48 hours before tabulation begins.	Early Voting Ballot Board	9.57(a)(2) 9.57(f)(1)	3rd	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
May 1 to Fri May 3	*Period to apply for late (emergency) early voting because of death in family that occurs on or after the day before the last day of early voting by personal appearance (SOS Form 5-28 & 5-29).* Note: Requires absence from county on election day. Period ends the day before ED.	City Secretary	9.73	3rd through 1st	
May 1 to Sat May 6 5 p.m.	*Period to apply for late (emergency) early voting because of illness or disability originating on or after ED – 12 says (SOS Form 5-32).* Note: Application deadline ends at 5 p.m., but ballot can be returned until 7 p.m.	City Secretary	9.72(b)	3rd through ED	
Fri May 3	*LAST DAY to deliver precinct list of registered voters, with the early voting voters marked, to presiding judges and recommended date for delivery of supplies to presiding judges.*	City Secretary	9.83(e)	1st	
May 3	One-year deadline to post certain information on the city's website for the next general election to be held on May 3, 2025. Note: See endnote 1.	City Secretary	2.13(d)(2)	next May election - 365 days	
May 3	Recommended* date for delivery of equipment to polling places. Note: Statutory deadline is 6 a.m. on election day.	City Secretary	6.65(b)	*1st	
May 3	Recommended* day to post notice of council meeting to canvass the returns if canvass will be on 3rd day after election. Note: Notice must be posted at least 72 hours before time of meeting. Due to late ballots that can be counted, a later canvass may be likely.	City Secretary	11.13	*1st	
Sat May 4 7 a.m. to 7 p.m.	ELECTION DAY. Note: *Early voting clerk's office must remain open for early voting activities.* Voting by sick or disabled voters may occur at the main early voting place where electronic voting systems are used at precinct polling place (SOS Form 6-57).	City Secretary	10.13(c)(1)	ED	
May 4	*Deliver early voting ballots, etc., to EVBB.* Note: Second key to ballot box is delivered by chief of police or marshal.	City Secretary Judge EVBB (sets time)	10.13(c)(1) 9.57(b)(1)	ED	
May 4 5 p.m.	*LAST HOUR for late applications for ballots (SOS Form 5-32) from voters who became ill or disabled on or after ED – 12 days.*	City Secretary	9.72(b)	ED	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
May 4 7 p.m.	*LAST HOUR for receiving ballots from voters who became ill or disabled ill or disabled on or after ED – 12 days.*	City Secretary	9.72(b)	ED	
May 4 7 p.m.	*LAST HOUR to receive mailed ballots with no postmark, except overseas and armed forces ballots and certain ballots placed for delivery before this deadline.* Note: Check mailbox at 7 pm regardless of regular delivery schedule. See deadline ED +1 day.	City Secretary	9.50(a)	ED	
May 4	Receive precinct records, voted ballots, etc. Note: Chief of police or marshal receives keys to ballot boxes containing voted ballots.	City Secretary Mayor	10.13(c) 10.32(d)	ED	
May 4	Prepare unofficial tabulation of results. Note: Presiding judge must notify City Secretary if counting will not be complete by 2 a.m.	City Secretary	10.34 10.32(b)	ED	
Mon May 6 5 p.m.	*LAST DAY to receive mailed ballots if the carrier envelope arrives before 5 p.m. and has a cancellation mark indicating it was placed for delivery at or before 7 p.m. local time for the place of election.* Note: Because the deadline falls on Sun, it moves to Mon. This deadline applies to voters who applied for a ballot by mail and cast a by-mail ballot from within the U.S. Check your mailbox at 5 p.m.	City Secretary	9.50(a)	+1 *(+2)*	
May 6	*FIRST DAY for public access to early voting by mail applications, ballot materials, and annual ABBMs.* Note: Because the deadline falls on Sun, it moves to Mon.	City Secretary	11.70(d)(2)	+1 *(+2)*	
May 6	*LAST DAY to deliver provisional ballots to voter registrar of each county in which city is located.* Note: Because the deadline falls on Sun, it moves to Mon.	City Secretary	10.30(a)(2)	+1 *(+2)*	
Tue May 7 to Mon May 13	*Period during which EVBB may meet to count ballots received from outside the U.S. if the early voting clerk certifies that all ballots mailed from outside the U.S. have been received.* Note: The ED interval is +13 in Nov. of even numbered years.	Early Voting Ballot Board	11.02	+3 through +9	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
May 7 to Wed May 15	*Recommended* period to complete report of early votes cast for each candidate or measure, by election precinct.* Note: must occur before canvass.	City Secretary	11.04(b)	*+3 through *+11	
May 7 to Wed May 15	Period for official canvass. Note: Canvass may occur only if all FPCA ballots have been received, the EVBB has completed the count of provisional ballots, and there are no deficiencies in mailed ballot carrier envelopes (certain deficiencies can be cured up to 6th day after election day). The canvass period of even-numbered Novembers is 14 days long. QUORUM to canvass is 2. RECOUNTS: Petition is due 2 p.m. 1st day (expedited) or 5 p.m. 3rd day after canvass. NEW LAW (HB 5180, RS): Images of voted ballots or cast vote records must be made publicly available the day after the canvass. IF A RUNOFF (not a tie) is needed, order the runoff not later than 5 days after the canvass. It is recommended that the runoff be ordered and notice issued at the canvass meeting (which would require a normal quorum).	Mayor (sets time) City Secretary (records results) City Council (takes action)	11.12 6.72	+3 through +11	
May 7 to Wed May 15	After canvass, recommended* period to issue certificates of election (SOS Form 23-1), official statement of elected officer (SOS Form 23-3), and oath of office (SOS Form 23-2). Note: If a recount is requested documents are not issued until after the recount.	Mayor City Secretary	11.20 11.21	*+3 through *+11	
May 7 to Tue May 28	Period for partial manual count of electronically counted ballots to begin not later than 72 hours after polls close and be completed by ED +21st day. Note: Because the deadline falls on Sat and Mon is Memorial Day, the deadline moves to Tue.	City Secretary	11.31	+3 through +21 *(+24)*	
Thu May 9	*LAST DAY to receive a ballot from military or non-military voters casting from outside the U.S. who submitted an ABBM, IF cancellation mark indicates ballot was placed for delivery by 7 p.m. on election day.*	City Secretary	9.50(b)(1) 9.68 11.02	+5	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Fri May 10	*LAST DAY to receive an FPCA ballot from a member of the U.S. Armed Services or Merchant Marines or a spouse or dependent of a member.* Note: NO cancellation or receipt mark showing date placed for delivery is required on these ballots.	City Secretary	9.50(b)(2)	+6	
May 10	LAST DAY for provisional voter to present ID to voter registrar or execute required affidavit (SOS Form 9-5).	Voter Registrar	10.30(d) 9.26(d)(3)	+6	
May 10	LAST DAY for voter registrar to complete the review of provisional ballots. Note: The period is one day longer for elections in Nov. of even-numbered years	Voter Registrar	10.30(d)	+6	
May 10	*LAST DAY for a vote-by-mail voter to cure certain deficiencies in the carrier envelope.*	Voter	6.72	+6	
May 10	Type A cites: FIRST DAY elected officials may qualify and assume duties of office. Note: LGC §22.006 states 5th day after election not counting Sun. The resulting day is the 6th day after. Officials may not take office until the canvass is complete unless the election was cancelled.	Candidate with City Secretary	11.23(a)	+6	
Mon May 13	*FIRST DAY a mailed ballot can be rejected if the carrier envelope was not properly executed, the signatures do not match, or is missing a statement of residence.*	Early Voting Ballot Board	6.72	+7 *(+9)*	
May 13	LAST DAY for the EVBB to convene for counting the provisional ballots or any mail ballots timely and properly received after election day. Note: This deadline is the 13th day for elections in Nov. of even-numbered years.	Early Voting Ballot Board	11.01(b)	+9	
Tue May 14	LAST DAY for presiding judge of EVBB to mail notices of rejected mail ballots to voters (SOS Form 6-2).	Judge of EVBB	11.03(a)	+10	
Wed May 15	LAST DAY for conducting the official canvass of the election.	City Council	11.12	+11	
Thu May 16	LAST DAY to register to vote for the runoff of the May 4 election.	Voter Voter Registrar	4.07(f) 4.07(g)	June 15 runoff – 30 days	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
May 16 to Wed June 5	Period to publish notice of the runoff election. Note: The runoff must be ordered first. See note for the canvass period.	City Secretary	6.52(a)	June 15 runoff – 30 days to – 10 days	
Fri May 17 to Sat May 25 (May 24 recom-mended)	Period during which notice of disposition of provisional ballots must be mailed to voters (SOS Form 9-9). Note: EC §1.006 arguably does not apply to a timeframe set by rule, 1 TAC 81.176(e). Mon, May 27, is Memorial Day. Accordingly, Fri, May 24 is recommended.	Judge of EVBB or City Secretary	11.01(f)	by 10th day after canvass	
Mon May 20	LAST DAY to make election records available in an electronic format for a fee of not more than $50.00. Note: Because the deadline is Sun, it moves to Mon.	City Secretary	11.70(c)	+15 *(+16)*	
Tue May 28	LAST DAY for mailing results of manual count to SOS. Note: The deadline is Sat and Mon, May 27 is Memorial Day. See endnote 6.	City Secretary	11.31(c)	+21 *(+25)*	
Mon Jun 3	FIRST DAY of early voting in person for the runoff.	Voter	9.11	June 15 runoff - 11 days	
Jun 3	Type A cites: LAST DAY elected officials may qualify and assume duties of office; if they fail to qualify by this day, the office is considered vacant.	Candidate with City Secretary	11.23(a)	+30	
Tue Jun 11	LAST DAY of early voting in the runoff.	Voter	9.44	June 15 runoff – 4 days	
Thu Jun 13	LAST DAY of mandatory office hours.	City Secretary	6.80(a)	+40	
Sat Jun 15	RUNOFF ELECTION DAY.	Voter	12.01(d)	set by SOS	
Thu July 4	FIRST DAY for transfer of voted ballots from the locked ballot box to another secure container and make original voted ballots available. Note: EC §1.006 does not apply to the first day.	City Secretary	11.70(e)	+61	
Mon July 15	LAST DAY for timely filing of semiannual report of contributions and expenditures.	City Secretary	3.12(b) 3.16(a)	July 15	

*An asterisk in Column 5 “ED Interval” is a time not statutorily required; EC §1.006 does not apply.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Thu Mar 5 2026	Last day of preservation period for ballots and other precinct election records of city election, except for candidate applications.	City Secretary	11.71(c)	day after +22 months	
Tue May 5 2026	Last day of preservation period for candidate applications and certain petitions.	City Secretary	11.71(d)	day after +2 years	

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

Endnotes

1. The following information must be posted on a city's website [M §2.13(d)], if the city maintains a website [M §1.53]: (1) the city's contact information, including a mailing address, telephone number, and e-mail address; (2) each elected officer of the city; (3) the date and location of the next election for officers of the city; (4) the requirements and deadline for filing for candidacy of each elected office of the city for the next election (posted one year prior to the date of that election); (5) notice of city council meetings; and (6) minutes of city council meetings. A city with population of less than 5,000 located in a county with population of less than 25,000 does not have to post (5) and (6). [GC §2051.201].

2. The city's governing body may choose to conduct a mock student election under EC §276.007. The major steps taken for a general election should be taken for a student election. The student election may be held on the first day before the election, but results must not be published until after the polls close on election day.

3. Follow home-rule city's charter provision, if any.

4. If a candidate on the ballot dies on or before the filing deadline, the City Secretary MAY choose to remove the candidate from the ballot, in which case, the filing deadline is extended 5 days. If that extended filing deadline for filing falls on a weekend or holiday, it moves to the next business day. Withdrawal deadlines after the extended filing deadlines will be impacted.

5. See Texas Ethics Commission rules [1 TAC §18.31] for the full list of threshold reporting dollar amounts. The following is a summary of the most common ones [M Ch. 3]:

Election Code §	Threshold Description	Original Amount	2023 Amount	2024 Amount
253.031(b)	*PAC*: amount of contributions or expenditures permitted before appointment of treasurer is required.	$500	$980	TBD on or about Jan. 1
254.036	*Electronic Filing Exemption*: amount at or below which a filer may qualify.	$20,000	$30,820	TBD
254.095	*Local officeholders, contributions*: amount over which reporting is required.	$500	$1,010	TBD
254.181 254.182 254.183	*Candidate or specific-purpose PAC, modified reporting*: contribution or expenditure amount at or below which filers may avoid pre-election reports.	$500	$1,010	TBD

6. Election Code holidays unless noted otherwise in italics:

Holidays in 2024	Date
New Year's Day	January 1, 2024
Martin Luther King Jr. Day. (3rd Monday in January)	January 15, 2024
Confederate Heroes Day	January 19, 2024
Presidents' Day/Washington's Birthday (3rd Monday in February)	February 19, 2024
Texas Independence Day	March 2, 2024
Good Friday	*March 29, 2024*
Cesar Chavez Day	*March 31, 2024*
San Jacinto Day	April 21, 2024
Memorial Day (last Monday in May)	May 27, 2024
Emancipation Day/Juneteenth	June 19, 2024
Independence Day	July 4, 2024
Lyndon Bains Johnson Day	August 27, 2024
Labor Day (1st Monday in September)	September 2, 2024
National Voter Registration Day	*September 17, 2024*
Yom Kippur	*October 11, 2024*
Columbus Day/Indigenous Peoples Day (2d Monday in October)	October 14, 2024
Veteran's Day	November 11, 2024
Thanksgiving Day (4th Thursday in November)	November 28, 2024
Friday after Thanksgiving	November 29, 2024
Day before Christmas (not an Election Code holiday)	*December 24, 2024*
Christmas Day	December 25, 2024
Day after Christmas (not an Election Code holiday)	*December 26, 2024*

*An asterisk in Column 5 "ED Interval" is a time not statutorily required; EC §1.006 does not apply.

TOWN SECRETARY

To: **Mayor and Town Council**

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

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

Re: **Ordinance Amending CEC Number of Members & Quorum**

Town Council Meeting – February 13, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon an ordinance amending Division 3, “Community Engagement Committee,” of Article 1.04, "Boards, Commissions and Committees," within Chapter 1 of the Town’s Code of Ordinances by amending Section 1.04.039, "Number of Members," and Section 1.04.042 “Chair/Vice-Chair/quorum.”

Description of Agenda Item:
The Prosper Town Council appointed the Community Engagement Committee (CEC) in December 2020 as an Ad Hoc Committee. The committee was comprised of eleven members with a two-year term for each with meetings held once a month. As a committee of eleven (11) members, six (6) members were needed to meet a quorum. In September 2022, the CEC was formally established as a standing committee and an Alternate position was added to the Committee.

Due to other Town boards, commissions, and committees being comprised of seven (7) members, staff is recommending reducing the number of members from eleven (11) with one Alternate to nine (9) members. By reducing the number of members appointed to the committee, it will also allow the committee to reduce the number from six (6) to five (5) to meet quorum.

The suggested amendments within the ordinance thereby include reducing the number of regular members from 11 to 9, eliminating the Alternate position, and reducing the number to constitute a quorum from 6 to 5. In addition, in Section 1.04.042 (4), the title listed will be updated from Executive Director of Community Services to Executive Director.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached ordinance as to form and legality.

Attached Documents:
1. Ordinance

Town Staff Recommendation:

Town Staff recommends the Town Council approve an ordinance amending Division 3, “Community Engagement Committees,” of Article 1.04, "Boards, Commissions and Committee," within Chapter 1 of the Town’s Code of Ordinances by amending Section 1.04.039 "Number of Members," and Section 1.04.042 “Chair/Vice-Chair/quorum.”

Proposed Motion:

I move to approve an ordinance amending Division 3, “Community Engagement Committee,” of Article 1.04, "Boards, Commissions and Committees," within Chapter 1 of the Town’s Code of Ordinances by amending Section 1.04.039, "Number of Members," and Section 1.04.042 “Chair/Vice-Chair/quorum.”

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2024-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING DIVISION 3, "COMMUNITY ENGAGEMENT COMMITTEE," OF ARTICLE 1.04, "BOARDS, COMMISSIONS AND COMMITTEES," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE TOWN'S CODE OF ORDINANCES BY AMENDING SECTION 1.04.039, "NUMBER OF MEMBERS," AND SECTION 1.04.042, "CHAIR/VICE-CHAIR/QUORUM"; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Prosper Town Council appointed the Community Engagement Committee in December 2020 as an ad hoc committee for the purpose of enhancing the Town's community engagement efforts; and

WHEREAS, the Community Engagement Committee has held monthly meetings since March 2021 and has made continual progress in developing new initiatives to engage and inform Town residents; and

WHEREAS, the Prosper Town Council established the Community Engagement Committee as a formal standing advisory committee to the Town Council in September 2022.

WHEREAS, the Prosper Town Council has determined that it would be beneficial to reduce the number of members of the Community Engagement Committee, thereby reducing the number to constitute a quorum.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 1.04.039, "Number of Members," and Section 1.04.042, "Chair/Vice-Chair/Quorum," of Division 3, "Community Engagement Committee," of Article 1.04, "Boards, Commissions and Committees," of Chapter 1, "General Provisions," of the Town 's Code of Ordinances are hereby amended to read as follows:

"**ARTICLE 1.04 BOARDS, COMMISSIONS AND COMMITTEES**

* * *

DIVISION 3. COMMUNITY ENGAGEMENT COMMITTEE

* * *

Sec. 1.04.039 Number of members.

(a) The Community Engagement Committee shall be composed of nine (9) members appointed by the Town Council. Members of the Community Engagement Committee shall be a resident of the town or reside within the town's extraterritorial jurisdiction.

(b) The members shall serve at the pleasure of the Town Council and may be removed at the discretion of the Town Council.

* * *

Sec. 1.04.042 Chair/Vice-Chair/quorum.

The Community Engagement Committee shall have a Chair and Vice-Chair whose terms shall be one year. At the first scheduled meeting of the Committee in October of each year, or as soon as practicable, the first item of business shall be the selection of the Board's Chair and Vice-Chair. The Chair and Vice-Chair shall be appointed by a majority vote of the Committee. Five members of the Community Engagement Committee shall constitute a quorum for transaction of business.

(1) The Chair shall preside over meetings and shall be entitled to vote upon each issue.

(2) The Vice-Chair shall assist the Chair in directing the affairs of the Community Engagement Committee. In the absence of the Chair, the Vice-Chair shall assume all duties of the Chair.

(3) Three members of the Town Council shall serve as liaisons to the Community Engagement Committee, with the responsibility to participate in discussions but without the right to vote.

(4) The Executive Director, if appointed, shall be an ex-officio member of the Community Engagement Committee, with the responsibility to participate in discussions but without the right to vote."

SECTION 3

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

SECTION 4

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

SECTION 5

This Ordinance shall become effective from and after its adoption.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 13TH DAY OF FEBRUARY, 2024.

ATTEST:

David F. Bristol, Mayor

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

PARKS AND RECREATION

To: **Mayor and Town Council**

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

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

Re: **Professional Services Agreement – Soccer Sparks LLC**

Town Council Meeting – February 13, 2024

Agenda Item:
Consider and act upon approval of a Professional Services Agreement between the Town of Prosper and Soccer Sparks LLC for recreation program instructor services; and authorizing the Town Manager to execute documents for same.

Description of Agenda Item:
As part of the programming objectives for the Recreation Division, different programs and classes are offered to the community throughout the year. For these programs to run successfully, Town staff hires instructors to teach the classes. Before entering into a contract with these professionals, different factors are taken into consideration. As part of the Professional Services Agreement, the instructor agrees to retain a portion of the revenue and the remainder of the revenue is retained by the Town. There are varying percentages used, based on the type of program and supplies either provided by the Town or the instructor.

The Town offers a soccer program for ages 2 through 9. These programs are run throughout the calendar year during the afternoon and evening at Folsom Elementary. Per this Professional Services Agreement, the Town agrees to retain 30 percent (30%) of the total revenue collected during the registration process. In FY 2022-2023, Soccer Sparks LLC collected $29,170 from the registrants for services provided, generating $12,501 in revenue for the Town.

This item was presented to the Parks and Recreation Board during their February 8, 2024, meeting. The Board recommended moving forward with the entity.

Budget Impact:
Town staff estimates the amount of revenue collected to be $30,000 in FY 2023-2024, generating approximately $12,650 in revenue for the Town. The $30,000 will be funded from the Recreation Activities Account 100-5995-60-03.

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

Attached Documents:

1. Professional Services Agreement

Town Staff Recommendation:

Town Staff recommends approval of a Professional Services Agreement between the Town of Prosper and Soccer Sparks LLC for recreation program instructor services; and authorizing the Town Manager to execute documents for same.

Proposed Motion:

I move to approve a Professional Services Agreement between the Town of Prosper and Soccer Sparks LLC for recreation program instructor services; and authorizing the Town Manager to execute documents for same.

TOWN OF PROSPER

Prosper is a place where everyone matters.

PARKS & RECREATION

CONTRACT INSTRUCTOR AGREEMENT

Section 1: Name, Soccer Sparks LLC,

whose address is, 928 Middle Cove Dr. city/state/zip Plano, TX 75023 (hereinafter referred to as "**Instructor**"), will provide the following classes to the Prosper Parks and Recreation Department.

Program Name: 1) Soccer Sparks

2) _____

3) _____

Program Description: Soccer skills and child physical development classes

Program Site: Frontier Park

Section 2: The **Instructor** will perform all program classes in accordance with the following conditions:

1) The **Instructor** will be responsible for the instruction of all classes.
   a) Instructor must arrive 15 minutes before class time.
   b) Instructor is responsible for basic clean up.
   c) Instructor must be present until every participant is picked up. Parent/Guardian **MUST** come to the door.
   d) Instructor is responsible to store all materials on their own. If this is not possible, this must be communicated to PARD staff 48 hours before the beginning of the program.
   e) All Instructors/Substitutes must subdue to a Town of Prosper background check 48 hours before program begins.
2) The **Instructor** will pay the town 30% of the program's revenue (an addendum will be attached if any variances). The **Instructor** will make payment to the Town after the Town receives an invoice from the **Instructor** and it is verified with registration reports.
3) The **Instructor** understands that a multi-child discount will be made available during registration, not to exceed $5 per additional child registered.
4) The Instructor will not discriminate against anyone on the basis of race, color, national origin, age, handicap, creed, religion, sex, ancestry, or place of birth in the provision of TITLE VII of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and 1974. In addition, the **Instructor** will comply with all local, state and federal laws.
5) All **Instructors** and substitute instructors must be at least 18 years of age as required by Texas Law.

Section 3: The **Instructor** agrees to adhere to the rules and regulations of the Parks and Recreation Department and understands that the Town may cancel the *Contract Instructor Agreement* for any violation by the **Instructor** or in the best interest of the Town of Prosper as determined by the

Recreation Manager or designee. The **Instructor** shall abide by the Policies and Procedures set forth by the Parks and Recreation Department.

Section 4: This proposal is subject to the following special conditions: the number of students in each class and the fee for the class will be determined by the **Instructor,** subject to applicable review by Town Representative.

Section 5: The **Instructor** agrees to indemnify, defend and hold harmless, and hereby releases, the Town of Prosper, its representatives, employees and agents, from any and all claims, damages or causes of action arising from the performance or non-performance of this contract or related in any way thereto.

Section 6: The **Instructor** agrees to provide services for the period of commencing (dates/times per attachment).

Section 7: The **Instructor** understands that if this proposal is accepted by the Town, either party may terminate this agreement without cause by providing 30 days written notification to the other party, and neither party shall be required to continue its performance hereunder.

Section 8: Should **Instructor** breach this contract, the contract may be terminated by the Town immediately upon such breach by giving the **Instructor** three (3) days notice prior to the date of termination.

Section 9: Should this *Contract Instructor Agreement* be terminated under either section 7 or 8 of said contract, or by operation of the law, the termination shall not constitute a waiver or relinquishment of any claims or causes of action either party may have pertaining in any way said contracts while it was in effect.

Section 10: This agreement shall be governed by the laws of the State of Texas.

Section 11: Instructor or assistant will not be employed by the Town of Prosper and shall not be considered Town employees in the performance of this contract.

Reviewed By:

Town Representative Date

Agreed By:

/ Dragomir Parvanov 12/14/2023

Contract Instructor Signature Date

928 Middle Cove Dr.

Address

Plano TX 75023

City State Zip

469-878-8550

Contact Phone #'s

83-0689491

Social Security Number EIN

PARKS AND RECREATION

To: **Mayor and Town Council**

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

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

Re: **Professional Services Agreement – Gray Event Management**

Town Council Meeting – February 13, 2024

Agenda Item:
Consider and act upon approval of a Professional Services Agreement between the Town and Prosper and Gray Event Management for recreation program instructor services; and authorizing the Town Manager to execute documents for same.

Description of Agenda Item:
As part of the programming objectives for the Recreation Division, different programs and classes are offered to the community throughout the year. For these programs to run successfully, Town staff hire instructors to teach the classes. Before entering into a contract with these professionals, different factors are taken into consideration. As part of the Professional Services Agreement, the instructor agrees to retain a portion of the revenue and the remainder of the revenue is retained by the Town. There are varying percentages used, based on the type of program and supplies either provided by the Town or the instructor.

Per the Town's joint use agreement with Prosper ISD, instructional tennis classes are hosted at the Reynolds Middle School tennis courts, at no cost to the Town. This agreement also granted the Town the right to charge third parties a reasonable fee for participation in the recreational activities. The Town offers a tennis program for ages 5 through 14 and adults. These programs are run throughout the calendar year during the evening and Saturday mornings. Per this Professional Services Agreement, the Town agrees to retain 30 percent (30%) of the total revenue collected during the registration process. In FY 2022-2023, Gray Event Management collected $69,567 from the registrants for services provided, generating $29,814 in revenue for the Town. Due to the increased offerings and advertising, Town staff anticipates an increase this fiscal year.

This item was presented to the Parks and Recreation Board during their February 8, 2024, meeting. The Board recommended moving forward with the entity.

Budget Impact:
Town staff estimates the amount of revenue collected by Gray Event Management to be $65,000 in FY 2023-2024, generating approximately $29,000 in revenue for the Town. The $65,000 will be funded from the Recreation Activities Account 100-5995-60-03.

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

Attached Documents:
1. Professional Services Agreement

Town Staff Recommendation:
Town Staff recommends approval of a Professional Services Agreement between the Town and Prosper and Gray Event Management for recreation program instructor services; and authorizing the Town Manager to execute documents for same.

Proposed Motion:
I move to approve a Professional Services Agreement between the Town and Prosper and Gray Event Management for recreation program instructor services; and authorizing the Town Manager to execute documents for same.

TOWN OF PROSPER

PARKS & RECREATION

CONTRACT INSTRUCTOR AGREEMENT

Section 1: Name, Bad Dawg Tennis (dba), Gray Event Management LLC

whose address is, 6010 Osage Pl city/state/zip Frisco, TX 75034

(hereinafter referred to as "**Instructor**"), will provide the following classes to the Prosper Parks and Recreation Department.

Program Name: 1) Tennis Instruction

2)

3)

Program Description: offer tennis classes to Prosper youth & adults

Program Site: Reynolds Middle School

Section 2: The **Instructor** will perform all program classes in accordance with the following conditions:

1) The **Instructor** will be responsible for the instruction of all classes.
   a) Instructor must arrive 15 minutes before class time.
   b) Instructor is responsible for basic clean up.
   c) Instructor must be present until every participant is picked up. Parent/Guardian **MUST** come to the door.
   d) Instructor is responsible to store all materials on their own. If this is not possible, this must be communicated to PARD staff 48 hours before the beginning of the program.
   e) All Instructors/Substitutes must subdue to a Town of Prosper background check 48 hours before program begins.
2) The **Instructor** will pay the town 30% of the program's revenue (an addendum will be attached if any variances). The **Instructor** will make payment to the Town after the Town receives an invoice from the **Instructor** and it is verified with registration reports.
3) The **Instructor** understands that a multi-child discount will be made available during registration, not to exceed $5 per additional child registered.
4) The Instructor will not discriminate against anyone on the basis of race, color, national origin, age, handicap, creed, religion, sex, ancestry, or place of birth in the provision of TITLE VII of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and 1974. In addition, the **Instructor** will comply with all local, state and federal laws.
5) All **Instructors** and substitute instructors must be at least 18 years of age as required by Texas Law.

Section 3: The **Instructor** agrees to adhere to the rules and regulations of the Parks and Recreation Department and understands that the Town may cancel the *Contract Instructor Agreement* for any violation by the **Instructor** or in the best interest of the Town of Prosper as determined by the

Recreation Manager or designee. The **Instructor** shall abide by the Policies and Procedures set forth by the Parks and Recreation Department.

Section 4: This proposal is subject to the following special conditions: the number of students in each class and the fee for the class will be determined by the **Instructor,** subject to applicable review by Town Representative.

Section 5: The **Instructor** agrees to indemnify, defend and hold harmless, and hereby releases, the Town of Prosper, its representatives, employees and agents, from any and all claims, damages or causes of action arising from the performance or non-performance of this contract or related in any way thereto.

Section 6: The **Instructor** agrees to provide services for the period of commencing (dates/times per attachment).

Section 7: The **Instructor** understands that if this proposal is accepted by the Town, either party may terminate this agreement without cause by providing 30 days written notification to the other party, and neither party shall be required to continue its performance hereunder.

Section 8: Should **Instructor** breach this contract, the contract may be terminated by the Town immediately upon such breach by giving the **Instructor** three (3) days notice prior to the date of termination.

Section 9: Should this *Contract Instructor Agreement* be terminated under either section 7 or 8 of said contract, or by operation of the law, the termination shall not constitute a waiver or relinquishment of any claims or causes of action either party may have pertaining in any way said contracts while it was in effect.

Section 10: This agreement shall be governed by the laws of the State of Texas.

Section 11: Instructor or assistant will not be employed by the Town of Prosper and shall not be considered Town employees in the performance of this contract.

Reviewed By:

Town Representative Date

Agreed By:

David W. Gray 1/17/24

Contract Instructor Signature Date

6010 Osage Pl

Address

Frisco TX 75034

City State Zip

469-774-4560

Contact Phone #'s

460-39-5752

Social Security Number

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

From: **David Hoover, AICP, Director of Development Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Notice of Appeals**

Town Council Meeting – February 13, 2024

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

---

Agenda Item:
Consider and act upon whether to direct staff to submit a written notice of appeals 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 Preliminary Site Plans and Site Plans.

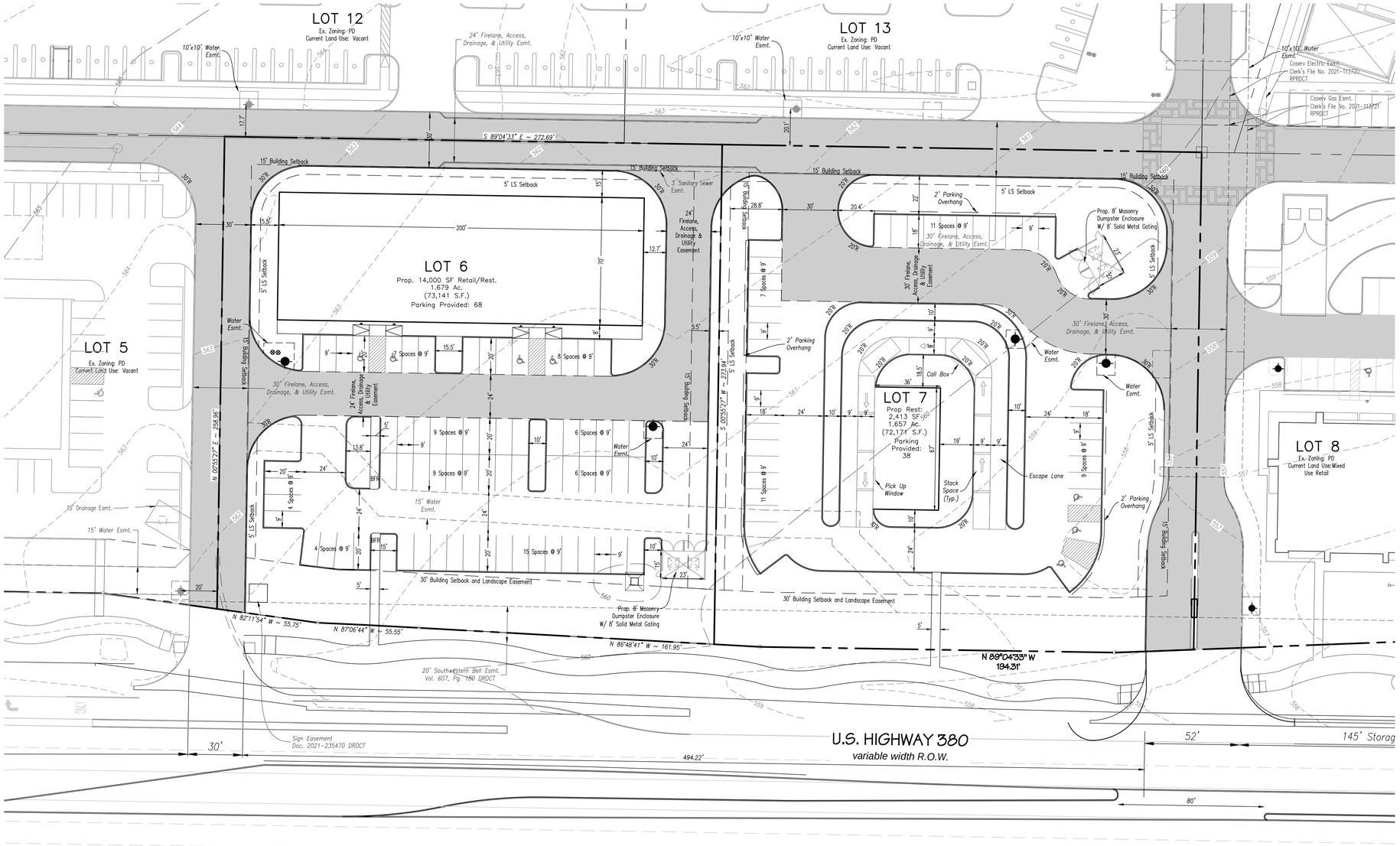
Description of Agenda Item:
Attached are the Preliminary Site Plans and Site Plans that were acted on by the Planning & Zoning Commission on February 6, 2024. Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning & Zoning Commission.

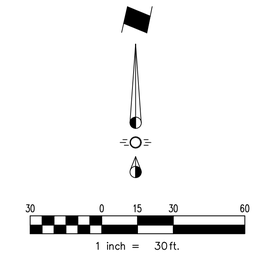
Budget Impact:
There is no budgetary impact affiliated with this item.

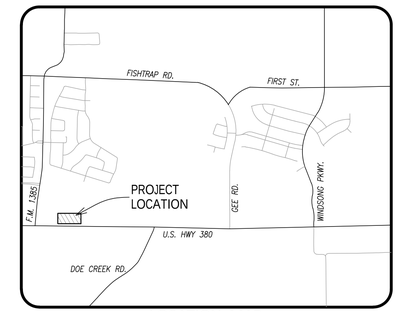
Attached Documents:
1. DEVAPP-23-0197 – Preliminary Site Plan for Westside Addition, Block A, Lots 6-7 (Approved 6-0)
2. DEVAPP-23-0216 – Site Plan for Saddle Creek Commercial, Block A, Lot 2 (Approved 6-0)

Town Staff Recommendation:
Town Staff recommends the Town Council take no action on this item.

Proposed Motion:
N/A







LOCATION MAP
1" = 2000'

Town of Prosper Site Plan Notes:

1. All development standards shall follow Town Standards.
2. Landscaping shall conform to landscape plans approved by the Town of Prosper.
3. All development standards shall follow Fire Requirements per the Town of Prosper.
4. Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
5. All signage is subject to Building Official approval.
6. Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
7. The approval of a Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.
8. Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks*, and detention pond *

Site Data Summary Table	Lot 6, Block A	Lot 7, Block A
General Site Data		
Existing Zoning	PD-94	PD-94
Proposed Land Use	RETAIL/RESTAURANT	RESTAURANT w/DRIVE THRU
Lot Area (SF)	73,141	72,171
Lot Area (Ac)	1.679	1.657
Building Footprint (SF)	14,000	2,413
Total Building Area (SF)	14,000	2,413
Building Height	29'-11" ; 1 Story	29'-11" ; 1 Story
Lot Coverage	19.14%	3.34%
Floor Area Ratio (FAR)	0.1914:1	0.0334:1
Parking		
Parking Ratio	1:250 ; 1:100	1:100
Parking Required	48 ; 20 (Total 68)	25
Parking Provided	68	38
Accessible Parking Required	3	3
Accessible Parking Provided	4	3
Impervious/Pervious Area		
Building Footprint Area (SF)	14,000	2,413
Parking & Drives for Parking (SF)	30,749	30,091
Sidewalks, Loading Dock Area, & Other Impervious Flat Work (SF)	468	635
Total Impervious Area (SF)	45,217	32,895
Total Impervious Area (%)	61.82%	45.58%
Total Pervious Area (SF)	27,924	39,276
Total Pervious Area (%)	38.18%	54.42%
Required Landscaping (SF) (15 SF / Parking Space)	1,020	928
Provided Landscaping (SF)	13,259	14,710
Open Space Requiered (SF)	5,120	5,052
Open Space Provided (SF)	Provided in Lots 14&19, See Case No. Z22-0020	

All dimensions are to face of curb or edge of building unless otherwise noted.

All curb radii are 2' unless otherwise noted.

Notes:

1. The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.

2. Headlight screening will be provided in accordance with Town Standards.

LEGEND

- FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
- STAMPED & STAINED CONCRETE W/CONTRASTING COLOR
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
- POWER POLE
- LIGHT POLE/STANDARD
- GUY WIRE ANCHOR
- BOLLARD
- SIGNPOST
- OHE — OVERHEAD POWER LINE
- CM — CONTROL MONUMENT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT

PRELIMINARY SITE PLAN
DEVAPP-23-0197

WESTSIDE ADDITION

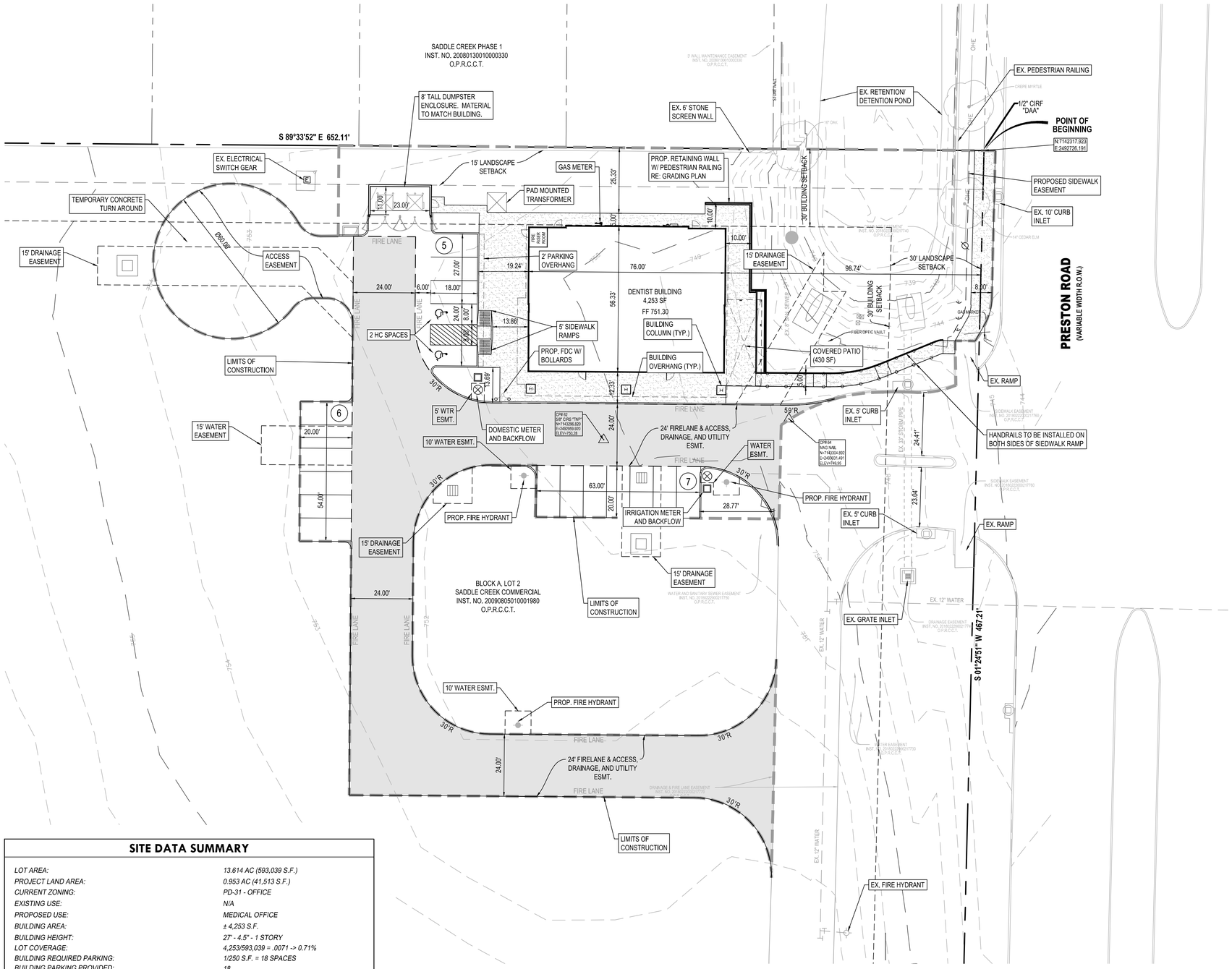
BLOCK A, LOTS 6 & 7
SITUATED IN THE J. GONZALES SURVEY, ABSTRACT NO. 447
AND IN THE J. HAYNES SURVEY, ABSTRACT NO. 573
IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS
Being a Revised Conveyance Plat of Lots 6 & 7, Block A
Westside Addition, Document Number 2022-55
Plat Records, Denton County, Texas
145,313 Sq.Ft. / 3.336 Acres
Current Zoning: PD-94
Town Case No. DEVAPP-23-0197
Prepared January 2024

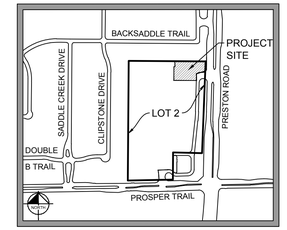
OWNER / APPLICANT
Westside Prosper, LLC
8668 John Hickman Parkway
Suite 907
Frisco, Texas 75034
Telephone (248) 345-3818
Contact: Shiva Kondru

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Karis Smith

Scale: 1" = 30' January, 2024 SEI Job No. 23-203

Drawing: G:\2023 JOBS\23-203 Westside 6 Retail\CAD\Preliminary\23-203 Preliminary Site Plan.dwg Saved By: kamith Save Time: 1/31/2024 3:36:54 PM Plotted by: kamith Plot Date: 1/31/2024 3:42 PM





VICINITY MAP
NOT TO SCALE

tnp

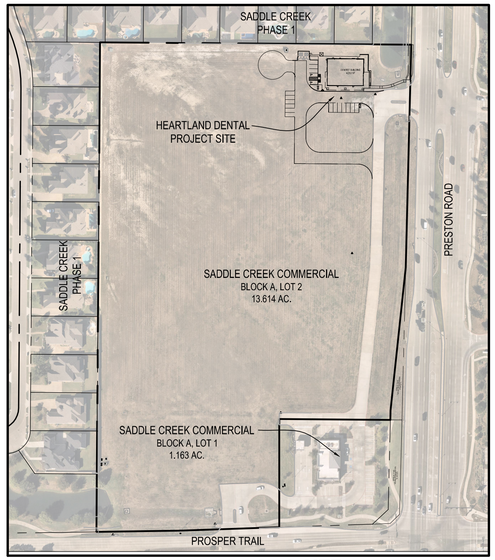
20 10 0 20
SCALE IN FEET
1" = 20'

LEGEND

	PROPERTY LINE		EX. ELECTRICAL SWITCHGEAR
	EX. PROPERTY LINE		EX. POWER POLE
	EX. FIRE HYDRANT		EX. GUY WIRE
	PROP. FIRE HYDRANT		EX. CURB INLET
	PROP. SIDEWALK		EX. GRATE INLET
	PROP. FIRE LANE, ACCESS, DRAINAGE, AND UTILITY EASEMENT		EX. SEWER MANHOLE
			PROP. SEWER MANHOLE
	PROP. BUILDING OVERHANG COLUMNS		PROP. BACKFLOW DEVICE
	LIMITS OF CONSTRUCTION		PROP. WATER METER
7	PARKING COUNT		PROP. FIRE DEPARTMENT CONNECTION

SITE PLAN NOTES
Any revision to this plan will require town approval and will require revisions to any corresponding plans to avoid conflicts between plans.

1. All development standards shall follow Town Standards.Open storage, where permitted, shall be screened per the Zoning Ordinance.
2. Landscaping shall conform to landscape plans approved by the Town of Prosper.
3. All development standards shall follow Fire Requirements per the Town of Prosper.
4. Handicapped parking areaas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
5. All signage is subject to Building Official approval.
6. Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and /or finish-out permit may result in additional impact fees and/or parking requirements.
7. The approval of the Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning and Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning and Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.
8. Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks*, and detention pond.



OVERALL LOT 2 SITE
1"=150'

SITE DATA SUMMARY

LOT AREA:	13.614 AC (593,039 S.F.)
PROJECT LAND AREA:	0.953 AC (41,513 S.F.)
CURRENT ZONING:	PD-31 - OFFICE
EXISTING USE:	N/A
PROPOSED USE:	MEDICAL OFFICE
BUILDING AREA:	± 4,253 S.F.
BUILDING HEIGHT:	27' - 4.5" - 1 STORY
LOT COVERAGE:	4,253/593,039 = .0071 -> 0.71%
BUILDING REQUIRED PARKING:	1/250 S.F. = 18 SPACES
BUILDING PARKING PROVIDED:	18
HANDICAP PARKING REQUIRED, INCLUDING VAN ACCESSIBLE	2
HANDICAP PARKING PROVIDED, INCLUDING VAN ACCESSIBLE	2
FLOOR AREA RATIO	4,253/593,039 = .0071 -> 0.71%
INTERIOR LANDSCAPE AREA REQUIRED:	20 S.F./PARKING SPACE = 20 x 18 = 360 S.F.
INTERIOR LANDSCAPE AREA PROVIDED	1,578 S.F.
SQUARE FOOTAGE OF IMPERVIOUS SURFACE	29,705 S.F.
OPEN SPACE REQUIRED (7% OF ENTIRE PROPERTY):	593,039 x 0.07 = 41,513 S.F.
OPEN SPACE PROVIDED:	563,334 S.F.

CONTROL POINTS

CP#	NORTHING	EASTING	ELEVATION	DESCRIPTION
62	7143296.820	2492959.920	750.28	5/8" CIRS
64	7143304.892	2493031.491	749.95	MAG NAIL

OWNER INFORMATION

BRAD BURNS
SADDLE CREEK INVESTMENTS, LTD.
5550 GRANITE PKWY, SUITE 110
PLANO, TX 75024
(214) 850-8841

ENGINEER INFORMATION

CAMERON SLOWN, P.E.
TEAGUE, NALL AND PERKINS, INC.
825 WATTERS CREEK BLVD, SUITE M300
ALLEN, TX 75013
(214) 461-9867

SADDLE CREEK COMERCIAL
BLOCK A, LOT 2
TOWN PROJECT NUMBER: DEVAPP-23-0216
DATE PREPARED: JANUARY 4, 2024

NOT FOR CONSTRUCTION

no.	revision	by	date

tnp

teague nall and perkins, inc
825 Watters Creek Blvd., Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
www.tnpinc.com
TBPELS: ENGR F-230; SURV 10011600, 10011601, 10194381
GBPE: PEF007431; TBAE: BR 2673

STATE OF TEXAS
CAMERON A. SLOWN
106317
LICENSED PROFESSIONAL ENGINEER
02/01/2024

scale
when bar is 1 inch long
horiz 1"=20'
vert N/A
FEB 2024

BRAD BURNS DEVELOPMENT
5550 GRANITE PKWY, SUITE 110
PLANO, TX 75024

TOWN OF PROSPER, TEXAS
Improvements for
HEARTLAND DENTAL
SITE PLAN

tnp project BRB23540
sheet 06 of 20

Drawing: T:\Projects\BRB23540\Eng\CAD\Sheets\BRB23540 - SITE PLAN.dwg at Feb 01, 2024-12:03pm by cslown

PLANNING

To: **Mayor and Town Council**

From: **David Hoover, AICP, Director of Development Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Planned Development for Public Storage Facility**

Town Council Meeting – February 13, 2024

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

---

Agenda Item:
Conduct a Public Hearing and consider and act upon a request for a Planned Development for Mini-Warehouse/Public Storage, Restaurant, and Retail uses on 8.7± acres on Collin County School Land Survey, Abstract 147, Tracts 1-7 and 28, located on the northwest corner of North Coleman Street and West Prosper Trail. The property is zoned Agricultural and Commercial. (ZONE-23-0017)

Description of Agenda Item:
The purpose of this request is to rezone the property from Agricultural and Commercial to a Planned Development with a base zoning of Commercial. The intent of the request is to construct a new public storage facility that allows for automobile storage, outdoor storage, and recreational vehicle/truck parking. Additionally, the request would allow for two multi-tenant buildings with both restaurant and retail uses.

Compatibility:
This zoning change would be seen as out of character with the existing neighborhood due to incompatibility with the surrounding residential areas. The current zoning and the Future Land Use Plan indicate that commercial uses are appropriate in this area; however, staff does not believe that a Mini-Warehouse/Public Storage use is an appropriate commercial use at this location. Staff does not view this use as complimentary to the residential areas to the east and the west of the property.

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural & Commercial	Residential	Retail & Neighborhood Services
North	Commercial	Residential (Being Converted to Office)	Retail & Neighborhood Services
East	Planned Development-24	Residential	Medium Density Residential
South	Retail	Vacant	Retail & Neighborhood Services
West	Planned Development-12	Residential	High Density Residential

Uses:
The list of allowed uses within this Planned Development would include uses permitted within the Commercial District and these four additional uses:

- Automobile Storage
- Mini-Warehouse/Public Storage
- Outdoor Storage, Incidental
- Recreational Vehicle/Truck Parking Lot or Garage

These four additional uses all require a Specific Use Permit in the Commercial District. However, they would be allowed by right if this Planned Development were approved.

Additionally, the Town has used Planned Development districts to narrow the types of uses normally associated with the specific base zoning district. For instance, in Commercial zoning districts, the Town typically removes uses such as credit access businesses, body art facilities, package liquor stores, etc.

Parking:
The parking requirements within this Planned Development would be consistent with the Town's Zoning Ordinance except for the Mini-Warehouse/Public Storage use. The Zoning Ordinance requires 4 parking spaces per complex and 1 additional space per 300 square feet of rental office space. This Planned Development would require 15 parking spaces per complex and no additional spaces for rental office space. The parking requirements within this Planned Development are shown below:

- Restaurant – 1 Space per 100 Square Feet
    - 5,300 Square Feet (53 Spaces Required)

- Retail – 1 Space per 250 Square Feet
    - 17,200 Square Feet (69 Spaces Required)

- Mini-Warehouse/Public Storage – 15 Spaces per Complex
    - 1 Complex (15 Spaces Required)

A total of 160 spaces are being proposed for this development. Per the development standards within this Planned Development, the required parking for this site would be 137 spaces.

Landscaping:
The landscaping standards within this Planned Development in comparison to the Town's Zoning Ordinance are shown below.

	Proposed Landscaping (Development Standards)	Required Landscaping (Zoning Ordinance)
Northern Boundary (Adjacent to Commercial)	**Buffer:** 5' Landscape Area **Plantings:** One ornamental tree and shrub every 15 linear feet.	**Buffer:** 5' Landscape Area **Plantings:** One ornamental tree and shrub every 15 linear feet.
Eastern Boundary (North Coleman Street)	**Buffer:** 25' Landscape Area **Plantings:** One large tree, three-inch caliper minimum, every 20 linear feet. Fifteen shrubs, minimum size five gallons each, every 30 linear feet.	**Buffer:** 25' Landscape Area **Plantings:** One large tree, three-inch caliper minimum, every 30 linear feet. Fifteen shrubs, minimum size five gallons each, every 30 linear feet.
Southern Boundary (West Prosper Trail)	**Buffer:** 25' Landscape Area **Plantings:** One large tree, three-inch caliper minimum, every 20 linear feet. Fifteen shrubs, minimum size five gallons each, every 30 linear feet.	**Buffer:** 25' Landscape Area **Plantings:** One large tree, three-inch caliper minimum, every 30 linear feet. Fifteen shrubs, minimum size five gallons each, every 30 linear feet.
Western Boundary (NSF Railroad)	**Buffer:** 5' Landscape Area **Plantings:** One ornamental tree and shrub every 15 linear feet.	**Buffer:** 5' Landscape Area **Plantings:** One ornamental tree and shrub every 15 linear feet.

Screening:
The screening standards within this Planned Development are shown below.

Northern Boundary (Adjacent to Commercial):
- Public Storage Facility – 6' Wrought Iron Fence

Eastern Boundary (North Coleman Street):
- Public Storage Facility – 6' Masonry Wall
- Multi-Tenant Restaurant & Retail Buildings – Only Landscaping

Southern Boundary (West Prosper Trail):
- Multi-Tenant Restaurant & Retail Buildings – Only Landscaping

Western Boundary (Northern Santa Fe Railroad):
- Multi-Tenant Restaurant & Retail Buildings – Only Landscaping
- Public Storage Facility – 6' Wrought Iron Fence

Additionally, a 6' masonry wall is being proposed at the front of the public storage facility that separates it from the multi-tenant restaurant and retail buildings.

Architectural Standards:
The architectural standards within this Planned Development require all buildings to be at a minimum 80% percent masonry, excluding glazing and door areas.

Future Land Use Plan:
The Future Land Use Plan recommends Retail & Neighborhood Services. The proposed zoning request does not conform to the Future Land Use Plan.

Thoroughfare Plan:
This property has direct access to North Coleman Street and West Prosper Trail.

Parks Master Plan:
The Parks Master Plan does not indicate a park is needed on the subject property.

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Notification was provided as required by the Zoning Ordinance and state law. Staff has received two reply forms and one phone call in opposition to the proposed zoning request to date.

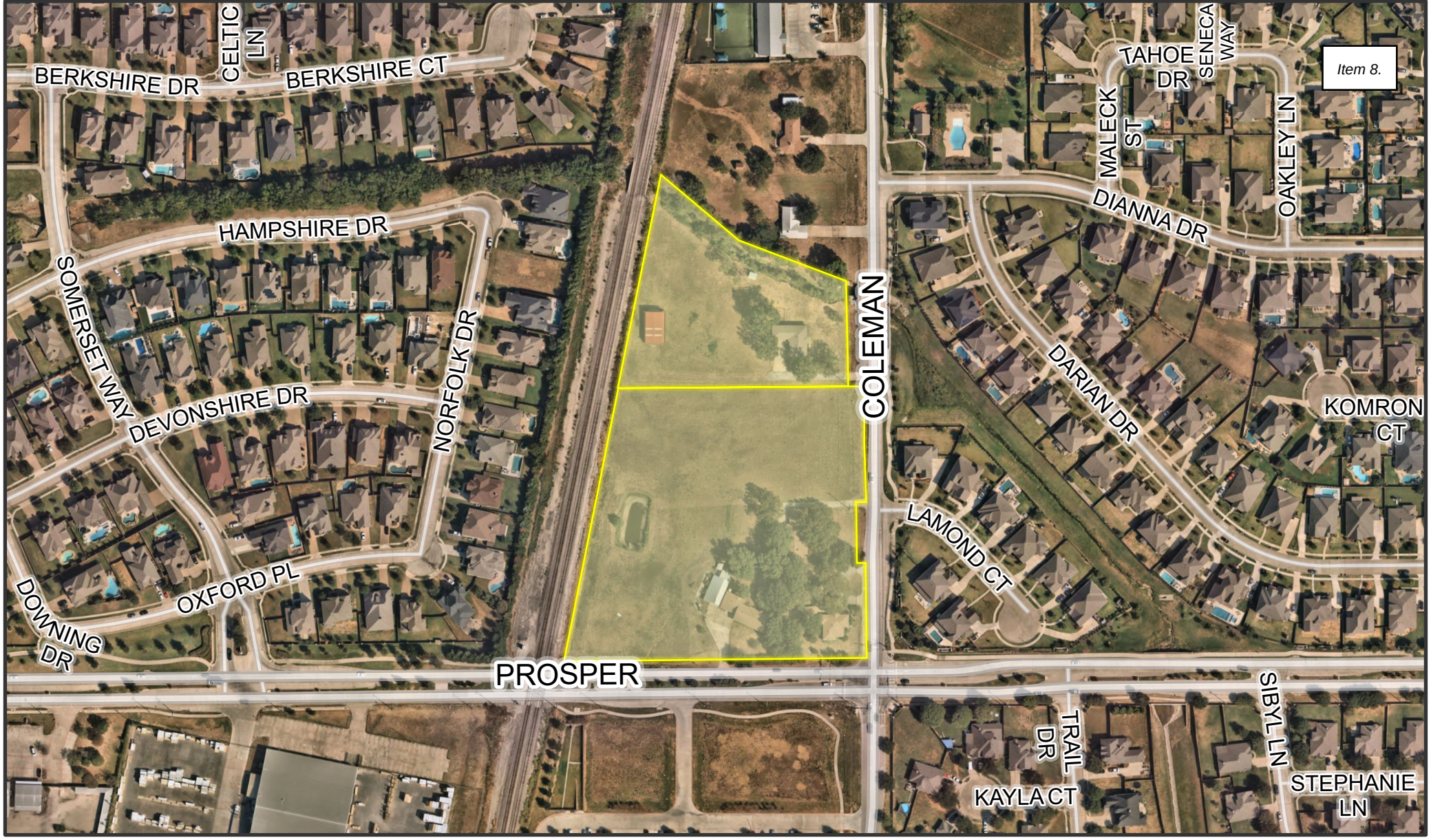
Attached Documents:
1. Aerial and Zoning Maps
2. Survey
3. Letter of Intent
4. Development Standards
5. Zoning Exhibit
6. Development Schedule
7. Elevations
8. Notices Returned in Opposition (2)
9. Presentation Slides

Town Staff Recommendation:

Town Staff recommends denial of the request for a Planned Development for Mini-Warehouse/Public Storage, Restaurant, and Retail uses on 8.7± acres on Collin County School Land Survey, Abstract 147, Tracts 1-7 and 28, located on the northwest corner of North Coleman Street and West Prosper Trail. The Planning & Zoning Commission recommended denial of this item by a vote of 5-1 at their meeting on January 16, 2024.

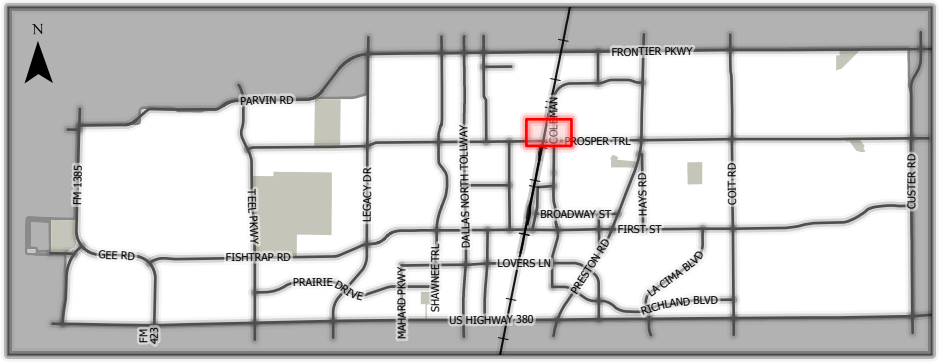
Proposed Motion:

I move to approve/deny the request for a Planned Development for Mini-Warehouse/Public Storage, Restaurant, and Retail uses on 8.7± acres on Collin County School Land Survey, Abstract 147, Tracts 1-7 and 28, located on the northwest corner of North Coleman Street and West Prosper Trail.



TOWN OF PROSPER

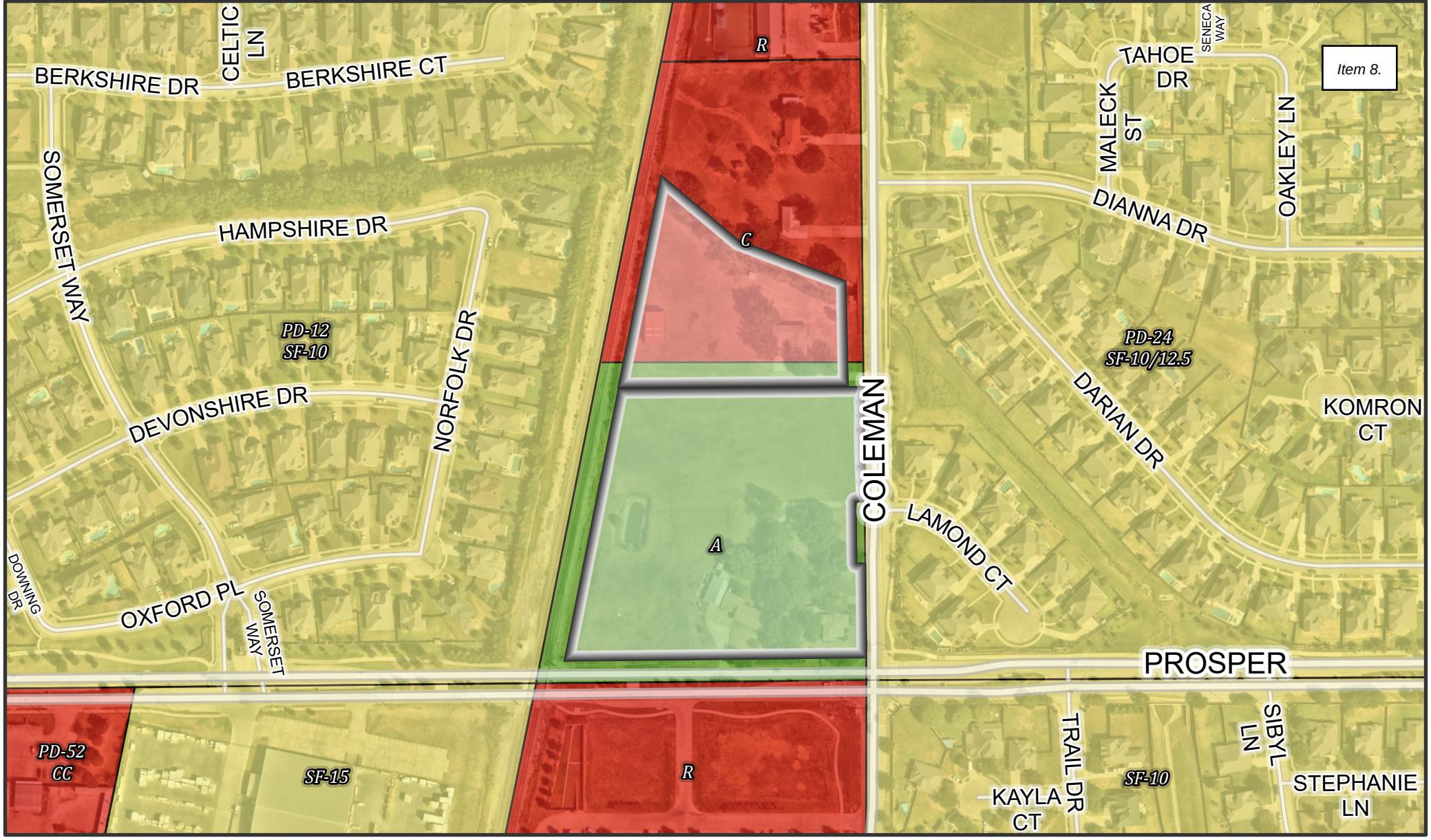
0 150 300 600 Feet

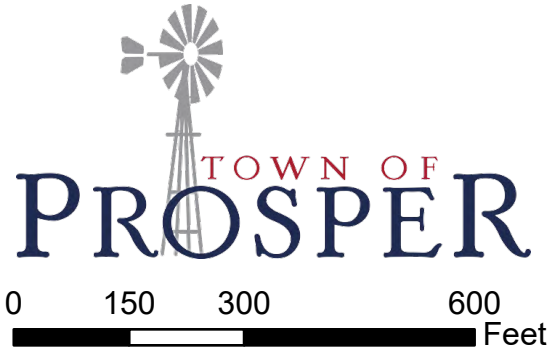


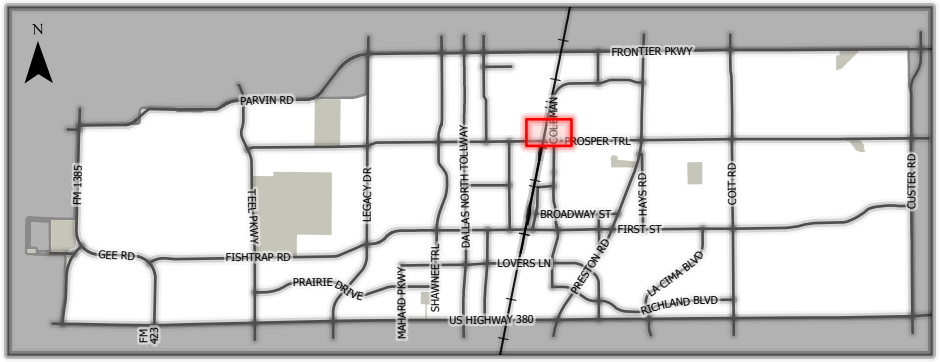
This map for illustration purposes only

ZONE-23-0017

Planned Development





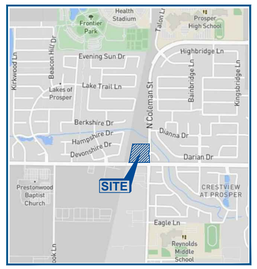


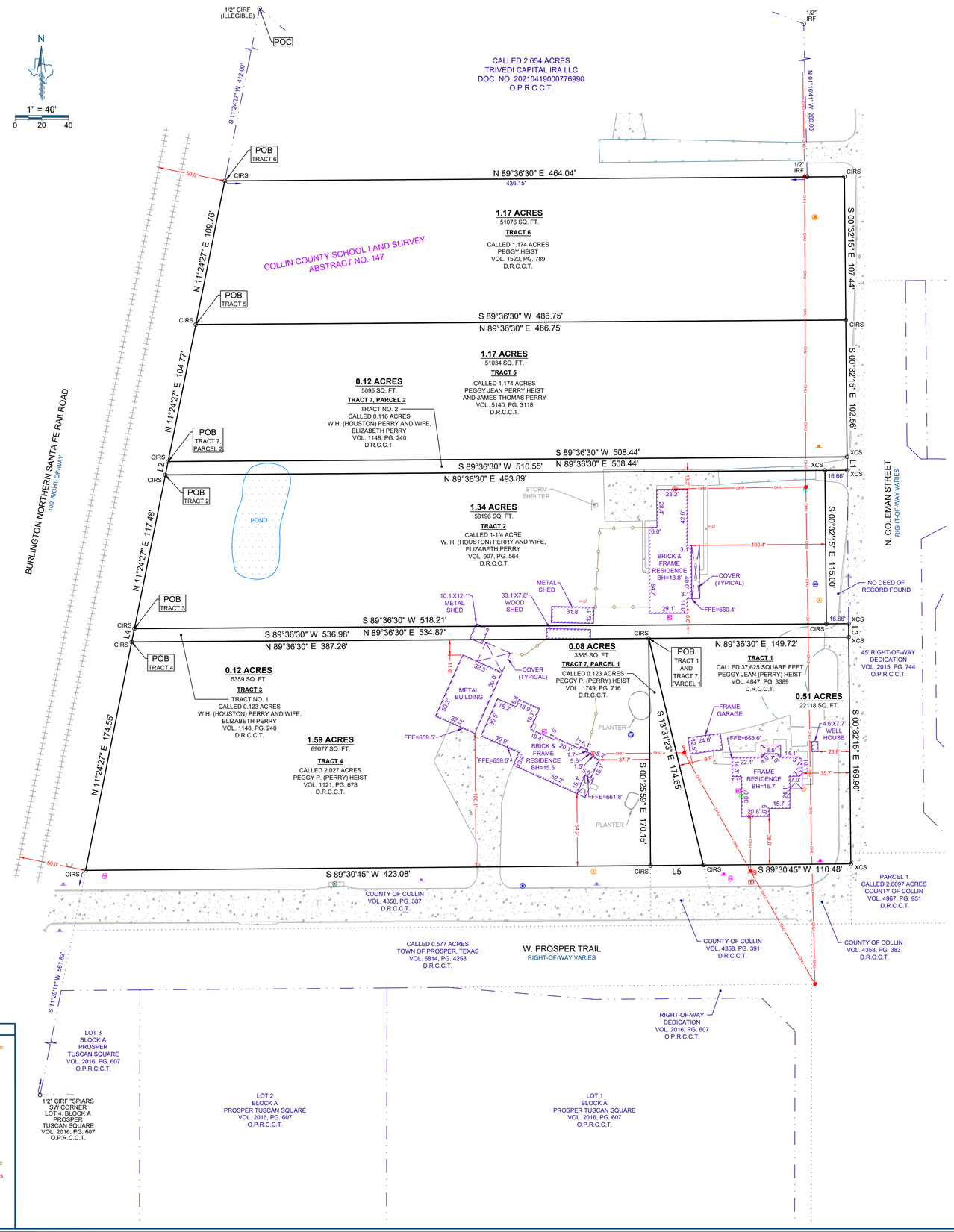
This map for illustration purposes only

ZONE-23-0017

Planned Development

VICINITY MAP
NOT TO SCALE





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°32'15" E	10.00'
L2	N 11°24'27" E	10.22'
L3	S 00°32'15" E	10.00'
L4	N 11°24'27" E	10.22'
L5	N 89°30'45" E	39.56'

ALTA / NSPS LAND TITLE SURVEY

Being 6.10 Acres of land out of the
Collin County School Land Survey, Abstract Number 147
in the Town of Prosper, Collin County, Texas

LEGEND

○	Boundary Monumentation	E	Electric Meter		Buried Gas Utility Sign
CIRS	Capped Iron Rod Set	E	Electric Vault	G	Gas Meter
CIRF	Capped Iron Rod Found		Guy Wire	D	Storm Drain Manhole
IRF	Iron Rod Found		Power Pole	T	Telecom. Riser
XCS	X-Cut Set		Light Pole		Buried Cable Sign
POC	Point of Commencement	TR	Traffic Signal Pole	TV	Cable Riser
POB	Point of Beginning	C	Sanitary Clean Out	AC	Air Conditioning Unit
FFE	Finished Floor Elevation	W	Water Meter		Sign
BH	Building Height From Finished Floor Elevation		Well (Sealed)		Concrete
VOL.	Volume				Chain Link Fence
PG.	Page			OHU	Overhead Utilities
DOC. NO.	Document Number				Edge of Asphalt
D.R.C.C.T.	Deed Records, Collin County, Texas				Edge of Gravel
O.P.R.C.C.T.	Official Public Records, Collin County, Texas				Railroad Tracks

GENERAL NOTES

1. Eagle Surveying, LLC did not abstract the subject property. This survey was based off of a Legal description provided by First American Title Guaranty Company with G.F. No. 1005-368273-RTT, an effective date of June 30, 2022 and issued on July 18, 2022. This survey is only valid for G.F. No. 1005-368273-RTT. Eagle Surveying, LLC does not intend to express an opinion regarding ownership or title of the subject property.
2. This survey is being provided by Eagle Surveying, LLC solely for the use of the parties to whom the survey is certified and no license has been created, express or implied to copy the survey except as necessary in conjunction with this transaction.
3. Underground utility locations, if shown on this survey, are approximate and are based on above-ground evidence and utility markings. The surveyor makes no representation that underground utility locations are in the exact location indicated, but does certify that they are located as accurately as is reasonably practicable from the information provided and observed in the field.
4. There was no visible evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
5. This site is undeveloped, therefor no parking spaces were observed in the process of conducting the fieldwork.
6. Eagle Surveying, LLC has not been provided any documentation regarding proposed changes in street right of way lines, furthermore there was no visible evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
7. There are no visible encroachments or overlapping of improvements except as shown hereon.
8. No substantial features were observed in the process of conducting the fieldwork except as shown hereon.
9. Eagle Surveying, LLC has not been provided a zoning report or letter at the time this survey was prepared.
10. The bearings shown on this survey are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).
11. Elevations shown on this survey are based on GPS observations utilizing the AllTerra RTK Network. North American Vertical Datum of 1988, (Geoid 12A).

FLOOD NOTE

This property is located in **Non-Shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated June 02, 2009 and is located in Community Number 480130 as shown on Map Number 48085C0235J. The location of the Flood Zone is approximate. For additional information regarding Flood Zone designation, contact 1-(877) FEMA MAP.

SCHEDULE B EXCEPTIONS OF COVERAGE

Subject to the easements as shown on Schedule "B" of the title commitment issued by First American Title Guaranty Company with G.F. No. 1005-368273-RTT as listed below:

10f. Easement granted by J. M. Crockett to Lone Star Gas Company, filed 12/23/1922, recorded in Volume 243, Page 83, Real Property Records, Collin County, Texas.
Does affect, blanket style easement

10g. Easement granted by J. M. Crockett and wife, Sirena Crockett to Texas Power & Light Company, filed 02/02/1925, recorded in Volume 251,Page 516, Real Property Records, Collin County, Texas.
Unable to locate by description in record document

10h. Easement granted by Ed Crockett and wife, Essie Crockett to Denton County Electric Cooperative, Inc., filed 03/18/1953, recorded in Volume 467, Page 382, Real Property Records, Collin County, Texas.
Does affect, blanket style easement

10i. Easement granted by Estate of Serena Crockett, Ed Crockett and wife, Essie Crockett to Lone Star Gas Company, filed 12/13/1955, recorded in Volume 507, Page 397, Real Property Records, Collin County, Texas.
Does affect, blanket style easement

10j. Easement granted by Ed Crockett to Texas Power & Light Company, filed 08/11/1967, recorded in Volume 694, Page 348, Real Property Records, Collin County, Texas.
Unable to locate by description in record document

10k. Easement granted by Ed Crockett to the County of Collin, filed 02/22/1999, recorded in Volume 4358, Page 383, Real Property Records, Collin County, Texas.
Abuts as shown

10l. Easement granted by Peggy P. (Perry) Heist to the County of Collin, filed 02/22/1999, recorded in Volume 4358, Page 387, Real Property Records, Collin County, Texas.
Abuts as shown

10m. Easement granted by Peggy P. (Perry) Heist to the County of Collin, filed 02/22/1999, recorded in Volume 4358, Page 391, Real Property Records, Collin County, Texas.
Abuts as shown

SURVEYORS CERTIFICATION

This survey is certified to First American Title Guaranty Company, Republic Title of Texas, Inc., Trivedi Properties LLC and/or assigns, Peggy Jean (Perry) Heist, Peggy P. (Perry) Heist, Peggy Heist, and Emma Perry, Peggy J. Heist and Donald P. Heist, Successors in interest to The Houston Willis Perry and Elizabeth Ann Perry Revocable Living Trust, and is only valid for G.F. No. 1005-368273-RTT with an effective date of June 30, 2022 and issued on July 18, 2022.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a) & (b), 7(a), 8, 9, 16, 17 & 18 of Table A thereof. The fieldwork was completed on March 8th, 2022.

This map or plat was prepared on _____.

PRELIMINARY
this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

_____
Matthew Raabe
R.P.L.S. # 6402

JOB NUMBER
2202.083-02
DATE
07-29-2022
REVISION
-
DRAWN BY
CHM

EAGLE SURVEYING
Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177

PROPERTY ADDRESS
N. COLEMAN STREET
& W. PROSPER TRAIL
PROSPER, TX

LEGAL DESCRIPTION - TRACT 1

Being a 0.51 acre tract of land out of the Collin County School Land Survey, Abstract Number 147, situated in the Town of Prosper, Collin County, Texas, being a portion of a called 37,625 square foot tract of land conveyed to Peggy Jean (Perry) Heist by deed of record in Volume 4847, Page 3389 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch iron rod with illegible yellow plastic cap found in the East right-of-way line of Burlington Northern Santa Fe Railroad (100-foot right-of-way), being the Northwest corner of a called 2.654 acre tract of land conveyed to Trivedi Capital IRA LLC by deed of record in Document Number 20210419000776990 of the Official Public Records of Collin County, Texas;

THENCE, S11°24'27"W, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being in part, the common West line of said 2.654 acre tract, in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Heist by deed of record in Volume 1520, Page 789 of said Deed Records, in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Jean Perry Heist and James Thomas Perry by affidavit of record in Volume 5140, Page 3118 of said Deed Records, in part, the common West line of a called Tract No. 2 - 0.116 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 1148, Page 240 of said Deed Records, in part, the common west line of a called 1-1/4 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 907, Page 564 of said Deed Records, and in part, the common West line of a called Tract No. 1 - 0.123 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by said deed of record in Volume 1148, Page 240 of said Deed Records, a distance of 764.45 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of said 0.123 acre tract of record in Volume 1148, Page 240, being the Northwest corner of said 2.027 acre tract;

THENCE, N89°36'30"E, leaving the East right-of-way line of Burlington Northern Santa Fe Railroad, along the South line of said 0.123 acre tract of record in Volume 1148, Page 240, being the common North line of said 2.027 acre tract, a distance of 387.26 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of said 37,625 square foot tract, being the North corner of a called 0.123 acre tract of land conveyed to Peggy P. (Perry) Heist by deed of record in Volume 1749, Page 716 of said Deed Records, also being the Northeast corner of said 2.027 acre tract, for the **POINT OF BEGINNING**;

THENCE, N89°36'30"E, continuing along the South line of said 0.123 acre tract of record in Volume 1148, Page 240, being the common North line of said 37,625 acre tract, a distance of 149.72 feet to an X-cut set in the West right-of-way line of N. Coleman Street (right-of-way varies), being the common East corner of said 0.123 acre tract of record in Volume 1148, Page 240 and said 37,625 acre tract;

THENCE, S00°32'15"E, along the West right-of-way line of N. Coleman Street, being the common East line of said 37,625 acre tract, a distance of 169.90 feet to an X-cut set at the intersection of the West right-of-way line of N. Coleman Street and the North right-of-way line of W. Prosper Trail (right-of-way varies), being the Northeast corner of a tract of land conveyed to the County of Collin by deed of record in Volume 4358, Page 383 of said Deed Records;

THENCE, S89°30'45"W, along the North right-of-way line of W. Prosper Trail, being the common North line of said County of Collin tract of record in Volume 4358, Page 383, a distance of 110.48 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of said County of Collin tract of record in Volume 4358, Page 383, being the Northeast corner of a tract of land conveyed to the County of Collin by deed of record in Volume 4358, Page 391 of said Deed Records;

THENCE, N13°31'23"W, along the West line of said 37,625 square foot tract, being the common East line of said 0.123 acre tract of record in Volume 1749, Page 716, a distance of 174.65 feet to the **POINT OF BEGINNING**, and containing an area of 0.51 acres (22,118 square feet) of land, more or less.

LEGAL DESCRIPTION - TRACT 2

Being a 1.34 acre tract of land out of the Collin County School Land Survey, Abstract Number 147, situated in the Town of Prosper, Collin County, Texas, being all of a called 1-1/4 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 907, Page 564 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch iron rod with illegible yellow plastic cap found in the East right-of-way line of Burlington Northern Santa Fe Railroad (100-foot right-of-way), being the Northwest corner of a called 2.654 acre tract of land conveyed to Trivedi Capital IRA LLC by deed of record in Document Number 20210419000776990 of the Official Public Records of Collin County, Texas;

THENCE, S11°24'27"W, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being in part, the common West line of said 2.654 acre tract, in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Heist by deed of record in Volume 1520, Page 789 of said Deed Records, in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Jean Perry Heist and James Thomas Perry by affidavit of record in Volume 5140, Page 3118 of said Deed Records, and in part, the common West line of a called Tract No. 2 - 0.116 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 1148, Page 240 of said Deed Records, a distance of 636.75 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of said 0.116 acre tract, being the Northwest corner of said 1-1/4 acre tract, for the **POINT OF BEGINNING**;

THENCE, N89°36'30"E, leaving the East right-of-way line of Burlington Northern Santa Fe Railroad, along the South line of said 0.116 acre tract, being the common North line of said 1-1/4 acre tract, a distance of 493.89 feet to an X-cut set in the West right-of-way line of N. Coleman Street (right-of-way varies), being the Northeast corner of said 1-1/4 acre tract;

THENCE, S00°32'15"E, along the West right-of-way line of N. Coleman Street, being the common East line of said 1-1/4 acre tract, a distance of 115.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North line of a called Tract No. 1 - 0.123 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by said deed of record in Volume 1148, Page 240, being the Southeast corner of said 1-1/4 acre tract;

THENCE, S89°36'30"W, leaving the West right-of-way line of N. Coleman Street, along the South line of said 1-1/4 acre tract, being the common North line of said 0.123 acre tract, a distance of 518.21 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the East right-of-way line of Burlington Northern Santa Fe Railroad, being the common West corner of said 0.123 acre tract and said 1-1/4 acre tract;

THENCE, N11°24'27"E, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being the common West line of said 1-1/4 acre tract, a distance of 117.48 feet to the **POINT OF BEGINNING**, and containing an area of 1.34 acres (58,196 square feet) of land, more or less.

LEGAL DESCRIPTION - TRACT 3

Being a 0.12 acre tract of land out of the Collin County School Land Survey, Abstract Number 147, situated in the Town of Prosper, Collin County, Texas, being all of a called Tract No. 1 - 0.123 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 1148, Page 240 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch iron rod with illegible yellow plastic cap found in the East right-of-way line of Burlington Northern Santa Fe Railroad (100-foot right-of-way), being the Northwest corner of a called 2.654 acre tract of land conveyed to Trivedi Capital IRA LLC by deed of record in Document Number 20210419000776990 of the Official Public Records of Collin County, Texas;

THENCE, S11°24'27"W, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being in part, the common West line of said 2.654 acre tract, in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Heist by deed of record in Volume 1520, Page 789 of said Deed Records, in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Jean Perry Heist and James Thomas Perry by affidavit of record in Volume 5140, Page 3118 of said Deed Records, in part, the common West line of a called Tract No. 2 - 0.116 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 1148, Page 240 of said Deed Records, in part, the common West line of a called 1-1/4 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 907, Page 564 of said Deed Records, and in part, the common West line of a called Tract No. 1 - 0.123 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by said deed of record in Volume 1148, Page 240 of said Deed Records, a distance of 754.23 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of said 1-1/4 acre tract, being the Northwest corner of said 0.123 acre tract, for the **POINT OF BEGINNING**;

THENCE, N89°36'30"E, leaving the East right-of-way line of Burlington Northern Santa Fe Railroad, along the North line of said 0.123 acre tract, being in part, the common South line of said 1-1/4 acre tract, a distance of 534.87 feet to an X-cut set in the West right-of-way line of N. Coleman Street (right-of-way varies), being the Northeast corner of said 0.123 acre tract;

THENCE, S00°32'15"E, along the West right-of-way line of N. Coleman Street, being the common East line of said 0.123 acre tract, a distance of 10.00 feet to an X-cut set at the Northeast corner of a called 37,625 square foot tract of land conveyed to Peggy Jean (Perry) Heist by deed of record in Volume 4847, Page 3389 of said Deed Records, being the Southeast corner of said 0.123 acre tract;

THENCE, S89°36'30"W, leaving the West right-of-way line of N. Coleman Street, along the South line of said 1-1/4 acre tract, being in part, the common North line of said 37,625 square foot tract, and in part, the common North line of a called 2.027 acre tract conveyed to Peggy P. (Perry) Heist by deed of record in Volume 1121, Page 678
of said Deed Records, a distance of 536.98 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the East right-of-way line of Burlington Northern Santa Fe Railroad, being the common West corner of said 0.123 acre tract and said 2.027 acre tract;

THENCE, N11°24'27"E, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being the common West line of said 0.123 acre tract, a distance of 10.22 feet to the **POINT OF BEGINNING**, and containing an area of 0.12 acres (5,359 square feet) of land, more or less.

LEGAL DESCRIPTION - TRACT 4

Being a 1.59 acre tract of land out of the Collin County School Land Survey, Abstract Number 147, situated in the Town of Prosper, Collin County, Texas, being a portion of a called 2.027 acre tract conveyed to Peggy P. (Perry) Heist by deed of record in Volume 1121, Page 678 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch iron rod with illegible yellow plastic cap found in the East right-of-way line of Burlington Northern Santa Fe Railroad (100-foot right-of-way), being the Northwest corner of a called 2.654 acre tract of land conveyed to Trivedi Capital IRA LLC by deed of record in Document Number 20210419000776990 of the Official Public Records of Collin County, Texas;

THENCE, S11°24'27"W, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being in part, the common West line of said 2.654 acre tract, in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Heist by deed of record in Volume 1520, Page 789 of said Deed Records, in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Jean Perry Heist and James Thomas Perry by affidavit of record in Volume 5140, Page 3118 of said Deed Records, in part, the common West line of a called Tract No. 2 - 0.116 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 1148, Page 240 of said Deed Records, in part, the common west line of a called 1-1/4 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 907, Page 564 of said Deed Records, and in part, the common West line of a called Tract No. 1 - 0.123 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by said deed of record in Volume 1148, Page 240 of said Deed Records, a distance of 764.45 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of said 0.123 acre tract, being the Northwest corner of said 2.027 acre tract, for the **POINT OF BEGINNING**;

THENCE, N89°36'30"E, leaving the East right-of-way line of Burlington Northern Santa Fe Railroad, along the South line of said 0.123 acre tract, being the common North line of said 2.027 acre tract, a distance of 387.26 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of a called 37,625 square foot tract of land conveyed to Peggy Jean (Perry) Heist by deed of record in Volume 4847, Page 3389 of said Deed Records, being the North corner of a called 0.123 acre tract of land conveyed to Peggy P. (Perry) Heist by deed of record in Volume 1749, Page 716 of said Deed Records, also being the Northeast corner of said 2.027 acre tract;

THENCE, S00°25'59"E, along the West line of said 0.123 acre tract of record in Volume 1749, Page 716, being the common East line of said 2.027 acre tract, a distance of 170.15 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North right-of-way line of W. Prosper
Trail (right-of-way varies), being the Northwest corner of a tract of land conveyed to the County of Collin by deed of record in Volume 4358, Page 391 of said Deed Records, and being the Northeast corner of a tract of land conveyed to the County of Collin by deed of record in Volume 4358, Page 387 of said Deed Records;

THENCE, S89°30'45"W, along the North right-of-way line of W. Prosper Trail, being the common North line of said County of Collin tract of record in Volume 4358, Page 387, a distance of 423.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the intersection of the East right-of-way line of Burlington Northern Santa Fe Railroad and the North right-of-way line of said W. Prosper Trail, being the Northwest corner of said County of Collin tract of record in Volume 4358, Page 387;

THENCE, N11°24'27"E, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being the common West line of said 2.027 acre tract, a distance of 174.55 feet to the **POINT OF BEGINNING**, and containing an area of 1.59 acres (69,077 square feet) of land, more or less.

LEGAL DESCRIPTION - TRACT 5

Being a 1.17 acre tract of land out of the Collin County School Land Survey, Abstract Number 147, situated in the Town of Prosper, Collin County, Texas, being all of a called 1.174 acre tract of land conveyed to Peggy Jean Perry Heist and James Thomas Perry by affidavit of record in Volume 5140, Page 3118 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch iron rod with illegible yellow plastic cap found in the East right-of-way line of Burlington Northern Santa Fe Railroad (100-foot right-of-way), being the Northwest corner of a called 2.654 acre tract of land conveyed to Trivedi Capital IRA LLC by deed of record in Document Number 20210419000776990 of the Official Public Records of Collin County, Texas;

THENCE, S11°24'27"W, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being in part, the common West line of said 2.654 acre tract, and in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Heist by deed of record in Volume 1520, Page 789 of said Deed Records, a distance of 521.76 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the common West corner of said 1.174 acre tracts, for the **POINT OF BEGINNING**;

THENCE, N89°36'30"E, leaving the East right-of-way line of Burlington Northern Santa Fe Railroad, along the North line of said 1.174 acre tract of record in Volume 5140, Page 3118, being the common South line of said 1.174 acre tract of record in Volume 1520, Page 789, a distance of 486.75 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the West right-of-way line of N. Coleman Street (right-of-way varies), being the common East corner of said 1.174 acre tracts;

THENCE, S00°32'15"E, along the West right-of-way line of N. Coleman Street, being the common East line of said 1.174 acre tract of record in Volume 5140, Page 3118, a distance of 102.56 feet to an X-cut set at the Northeast corner of a called Tract No. 2 - 0.116 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 1148, Page 240 of said Deed Records, being the Southeast corner of said 1.174 acre tract of record in Volume 5140, Page 3118;

THENCE, S89°36'30"W, leaving the West right-of-way line of N. Coleman Street, along the North line of said 0.116 acre tract, being the common South line of said 1.174 acre tract of record in Volume 5140, Page 3118, a distance of 508.44 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the East right-of-way line of Burlington Northern Santa Fe Railroad, being the common West corner of said 1.174 acre tract of record in Volume 5140, Page 3118 and said 0.116 acre tract;

THENCE, N11°24'27"E, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being the common West line of said 1.174 acre tract of record in Volume 5140, Page 3118, a distance of 104.77 feet to the **POINT OF BEGINNING**, and containing an area of 1.17 acres (51,034 square feet) of land, more or less.

LEGAL DESCRIPTION - TRACT 6

Being a 1.17 acre tract of land out of the Collin County School Land Survey, Abstract Number 147, situated in the Town of Prosper, Collin County, Texas, being all of a called 1.174 acre tract of land conveyed to Peggy Heist by deed of record in Volume 1520, Page 789 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch iron rod with illegible yellow plastic cap found in the East right-of-way line of Burlington Northern Santa Fe Railroad (100-foot right-of-way), being the Northwest corner of a called 2.654 acre tract of land conveyed to Trivedi Capital IRA LLC by deed of record in Document Number 20210419000776990 of the Official Public Records of Collin County, Texas;

THENCE, S11°24'27"W, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being the common West line of said 2.654 acre tract, a distance of 412.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of said 1.174 acre tract of record in Volume 1520, Page 789 for the **POINT OF BEGINNING**;

THENCE, N89°36'30"E, leaving the East right-of-way line of Burlington Northern Santa Fe Railroad, along the North line of said 1.174 acre tract of record in Volume 1520, Page 789, being in part, the common South line of said 2.654 acre tract, passing at a distance of 436.15 feet a 1/2 inch iron rod found at the Southeast corner of said 2.654 acre tract, and continuing a total distance of 464.04 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the West right-of-way line of N. Coleman Street (right-of-way varies), being the Northeast corner of said 1.174 acre tract of record in Volume 1520, Page 789;

THENCE, S00°32'15"E, along the West right-of-way line of N. Coleman Street, being the common East line of said 1.174 acre tract of record in Volume 1520, Page 789, a distance of 107.44 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northeast corner of a called 1.174 acre tract of land conveyed to Peggy Jean Perry Heist and James Thomas Perry by affidavit of record in Volume 5140, Page 3118 of said Deed Records, being the Southeast corner of said 1.174 acre tract of record in Volume 1520, Page 789;

THENCE, S89°36'30"W, leaving the West right-of-way line of N. Coleman Street, along the North line of said 1.174 acre tract of record in Volume 5140, Page 3118, being the common South line of said 1.174 acre tract of record in Volume 1520, Page 789, a distance of 486.75 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the East right-of-way line of Burlington Northern Santa Fe Railroad, being the common West corner of said 1.174 acre tracts;

THENCE, N11°24'27"E, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being the common West line of said 1.174 acre tract of record in Volume 1520, Page 789, a distance of 109.76 feet to the **POINT OF BEGINNING**, and containing an area of 1.17 acres (51,076 square feet) of land, more or less.

LEGAL DESCRIPTION - TRACT 7, PARCEL 1

Being a 0.08 acre tract of land out of the Collin County School Land Survey, Abstract Number 147, situated in the Town of Prosper, Collin County, Texas, being a portion of a called 0.123 acre tract of land conveyed to Peggy P. (Perry) Heist by deed of record in Volume 1749, Page 716 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch iron rod with illegible yellow plastic cap found in the East right-of-way line of Burlington Northern Santa Fe Railroad (100-foot right-of-way), being the Northwest corner of a called 2.654 acre tract of land conveyed to Trivedi Capital IRA LLC by deed of record in Document Number 20210419000776990 of the Official Public Records of Collin County, Texas;

THENCE, S11°24'27"W, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being in part, the common West line of said 2.654 acre tract, in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Heist by deed of record in Volume 1520, Page 789 of said Deed Records, in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Jean Perry Heist and James Thomas Perry by affidavit of record in Volume 5140, Page 3118 of said Deed Records, in part, the common West line of a called Tract No. 2 - 0.116 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 1148, Page 240 of said Deed Records, in part, the common west line of a called 1-1/4 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 907, Page 564 of said Deed Records, and in part, the common West line of a called Tract No. 1 - 0.123 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by said deed of record in Volume 1148, Page 240 of said Deed Records, a distance of 764.45 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of said 0.123 acre tract of record in Volume 1148, Page 240, being the Northwest corner of said 2.027 acre tract;

THENCE, N89°36'30"E, leaving the East right-of-way line of Burlington Northern Santa Fe Railroad, along the South line of said 0.123 acre tract of record in Volume 1148, Page 240, being the common North line of said 2.027 acre tract, a distance of 387.26 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of a called 37,625 square foot tract of land conveyed to Peggy Jean (Perry) Heist by deed of record in Volume 4847, Page 3389 of said Deed Records, being the North corner of said 0.123 acre tract of record in Volume 1749, Page 716, also being the Northeast corner of said 2.027 acre tract, for the **POINT OF BEGINNING**;

THENCE, S13°31'23"E, along the West line of said 37,625 square foot tract, being the common East line of said 0.123 acre tract of record in Volume 1749, Page 716, a distance of 174.65 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North right-of-way line of W. Prosper Trail (right-of-way varies), being the Northwest corner of a tract of land conveyed to the County of Collin by deed of record in Volume 4358, Page 383 of said Deed Records, and being the Northeast corner of a tract of land conveyed to the County of Collin by deed of record in Volume 4358, Page 391 of said Deed Records;

THENCE, S89°30'45"W, along the North right-of-way line of W. Prosper Trail, being the common North line of said County of Collin tract of record in Volume 4358, Page 391, a distance of 39.56 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of said County of Collin tract of record in Volume 4358, Page 391, being the Northeast corner of a tract of land conveyed to the County of Collin by deed of record in Volume 4358, Page 387 of said Deed Records;

THENCE, N00°25'59"W, along the West line of said 0.123 acre tract of record in Volume 1749, Page 716, being the common East line of said 2.027 acre tract, a distance of 170.15 feet to the **POINT OF BEGINNING**, and containing an area of 0.08 acres (3,365 square feet) of land, more or less.

LEGAL DESCRIPTION - TRACT 7, PARCEL 2

Being a 0.12 acre tract of land out of the Collin County School Land Survey, Abstract Number 147, situated in the Town of Prosper, Collin County, Texas, being all of a called Tract No. 2 - 0.116 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 1148, Page 240 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch iron rod with illegible yellow plastic cap found in the East right-of-way line of Burlington Northern Santa Fe Railroad (100-foot right-of-way), being the Northwest corner of a called 2.654 acre tract of land conveyed to Trivedi Capital IRA LLC by deed of record in Document Number 20210419000776990 of the Official Public Records of Collin County, Texas;

THENCE, S11°24'27"W, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being in part, the common West line of said 2.654 acre tract, in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Heist by deed of record in Volume 1520, Page 789 of said Deed Records, in part, the common West line of a called 1.174 acre tract of land conveyed to Peggy Jean Perry Heist and James Thomas Perry by affidavit of record in Volume 5140, Page 3118 of said Deed Records, a distance of 626.53 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of said 0.116 acre tract, being the Southwest corner of said 1.174 acre tract of record in Volume 5140, Page 3118, for the **POINT OF BEGINNING**;

THENCE, N89°36'30"E, leaving the East right-of-way line of Burlington Northern Santa Fe Railroad, along the South line of said 1.174 acre tract of record in Volume 5140, Page 3118, being the common North line of said 0.116 acre tract, a distance of 508.44 feet to an X-cut set in the West right-of-way line of N. Coleman Street (right-of-way varies), being the common East corner of said 1.174 acre tract of record in Volume 5140, Page 3118 and said 0.116 acre tract;

THENCE, S00°32'15"E, along the West right-of-way line of N. Coleman Street, being the common East line of said 0.116 acre tract, a distance of 10.00 feet to an X-cut set at the Southeast corner of said 0.116 acre tract;

THENCE, S89°36'30"W, leaving the West right-of-way line of N. Coleman Street, along the South line of said 0.116 acre tract, being in part, the common North line of a called 1-1/4 acre tract of land conveyed to W.H. (Houston) Perry and wife, Elizabeth Perry, by deed of record in Volume 907, Page 564, a distance of 510.55 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the East right-of-way line of Burlington Northern Santa Fe Railroad, being the common West corner of said 0.116 acre tract and said 1-1/4 acre tract;

THENCE, N11°24'27"E, along the East right-of-way line of Burlington Northern Santa Fe Railroad, being the common West line of said 0.116 acre tract, a distance of 10.22 feet to the **POINT OF BEGINNING**, and containing an area of 0.12 acres (5,095 square feet) of land, more or less.

ALTA / NSPS
LAND TITLE SURVEY

Being 6.10 Acres of land out of the
Collin County School Land Survey, Abstract Number 147
in the Town of Prosper, Collin County, Texas

JOB NUMBER	DATE	REVISION	DRAWN BY
2202.083-02	07-29-2022	-	CHM

EAGLE SURVEYING
Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177

PROPERTY ADDRESS

N. COLEMAN STREET
& W. PROSPER TRAIL
PROSPER, TX

Exhibit B

Our intent is to build 2 retail buildings totaling around 22,000sqft that will front Prosper Trail and Coleman St. We plan on having both buildings open up to the open space at the corner that divides the buildings. This will allow us to keep many of the large trees on the property and have a usually shaded open space. While also having outdoor patios on the endcaps of each retail building for restaurants.

We plan on building a 2-story climate controlled self-storage building on the back of the property along the railroad. Which would also allow for up to 57 outdoor storage spaces for cars, boats, and trailers. The self-storage building will be fully gated with 24hr security. It will have a 6ft masonry wall along the South and East side, while having a 6ft wrought iron fence along the North and West side.

EXHIBIT C

Planned Development Standards

STATEMENT OF EFFECT: Conformance with the Town of Prosper's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance, as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply.

A. BASE ZONING DISTRICT:

The Property as shown on Exhibit A, shall be developed and used in accordance with "C" – Commercial zoning regulations except as provided herein.

B. LOT USE REGULATIONS AND RESTRICTIONS:

Allowed use regulations shall be in accordance with "C" – Commercial zoning regulations and additionally as provided herein:

1) Allowed uses:
    i. Outdoor Storage, Incidental
    ii. Automobile Storage, only in areas as indicated in Exhibit D
    iii. Recreational Vehicle/Truck Parking Lot or Garage, only in areas as indicated in Exhibit D
    iv. Mini-Warehouse/Public Storage, only in areas as indicated in Exhibit D

C. PARKING:

Parking requirements based on use:

1) Mini-Warehouse/Public Storage: 15 spaces per complex

D. LANDSCAPING:

Perimeter Requirements:

a. A landscaped area consisting of living trees (as specified below), turf, or other living ground cover and being at least 25 feet in width measured from the property line interior to the property shall be provided adjacent to and outside of the right-of-way on all properties located adjacent to a major or minor thoroughfare as defined by the Town of Prosper Thoroughfare and Circulation Designs Standards.

iii. One large tree, three-inch caliper minimum per 20 linear feet of roadway frontage shall be planted within the required landscape area. The trees may be planted in groups with appropriate spacing for species.

E. SCREENING:

Screening regulations shall be in accordance with "C" – Commercial zoning regulations and additionally as provided herein:

1) Location of required screening:

a. Retail/Restaurant Western frontage along Burlington Northern Santa Fe Railroad:
   i. A screening wall or fence shall not be required under the provisions of this Planned Development due to existing living evergreen screen located between the abutting residential and the railroad.

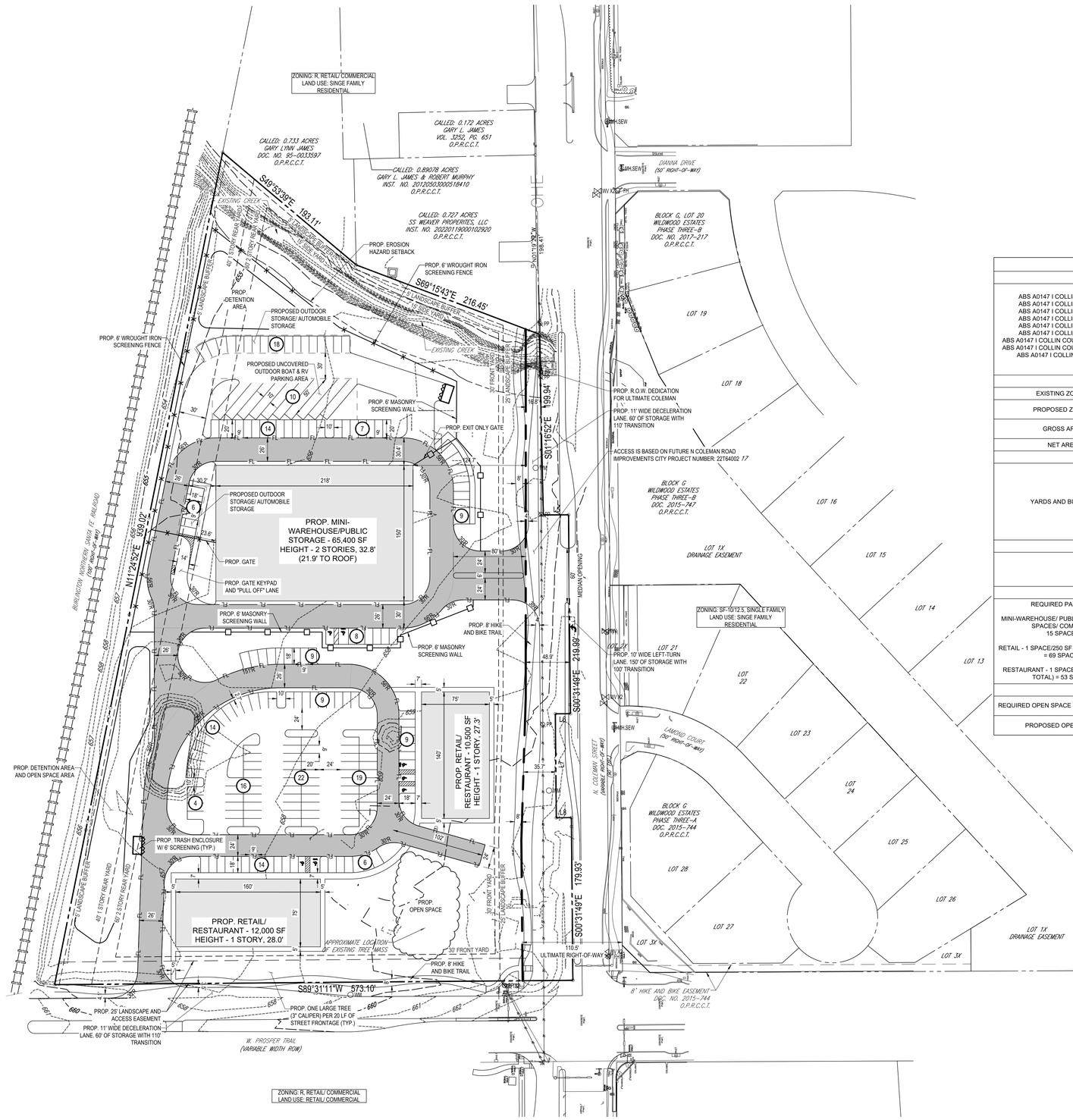
b. Retail/Restaurant Eastern frontage along N Coleman Street:
   i. A screening wall or fence shall not be required under the provisions of this Planned Development due to N Coleman Street acting as a buffer between the abutting residential district and the proposed site.

c. Mini-Warehouse/Public Storage Eastern frontage along N Coleman Street:
   i. A screening wall shall be a six-foot-tall masonry wall.

d. Mini-Warehouse/Public Storage Western frontage along Burlington Northern Santa Fe Railroad and along the Northern Property Line:
   i. A screening wall or fence shall be a six-foot-tall wrought iron fence.

F. ELEVATIONS:

1. Calculated masonry for proposed buildings shall meet 80%, excluding glazing and door areas.
2. For purposes of these Development Standards, building elevations that are in general conformance with Exhibit "F" shall be permitted.



LOCATION MAP

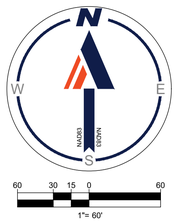
SITE DATA TABLE	
LEGAL DESCRIPTION	
ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 1, ±0.51 ACRES ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 2, ±1.34 ACRES ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 3, ±0.12 ACRES ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 4, ±1.59 ACRES ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 5, ±1.17 ACRES ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 6, ±1.17 ACRES ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 7, PARCEL 1, ±0.08 ACRES ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 7, PARCEL 2, ±0.12 ACRES ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 28, ±2.65 ACRES TOTAL: 8.744 ACRES	
SITE INFORMATION	
EXISTING ZONING	AGRICULTURE & COMMERCIAL
PROPOSED ZONING	PD (C)
GROSS AREA	±8.744 AC (±380,889 SF)
NET AREA	±8.09 AC (±352,681 SF)
EASEMENTS, SETBACKS & BUFFERS	
YARDS AND BUFFERS	30' FRONT YARD (SOUTH & EAST) 15' SIDE YARD (NORTH) 40' 1 STORY REAR YARD (WEST) 60' 2 STORY REAR YARD (WEST) 5' LANDSCAPE BUFFER (NORTH & WEST) 25' LANDSCAPE BUFFER (EAST) 25' LANDSCAPE AND ACCESS EASEMENT (SOUTH)
BUILDING QUANTITIES	
BUILDING QUANTITY: 3	
PARKING	
REQUIRED PARKING : MINI-WAREHOUSE/ PUBLIC STORAGE - 15 SPACES/ COMPLEX = 15 SPACES RETAIL - 1 SPACE/250 SF (17,200 SF TOTAL) = 69 SPACES RESTAURANT - 1 SPACE/100SF (5,300 SF TOTAL) = 53 SPACES	PROPOSED PARKING FOR WAREHOUSE/ PUBLIC STORAGE: 38 SPACES PROPOSED PARKING FOR RETAIL: 69 SPACES PROPOSED PARKING FOR RESTAURANT: 53 SPACES
OPEN SPACE	
REQUIRED OPEN SPACE (7% OF LOT AREA)	24,688 SF
PROPOSED OPEN SPACE	37,469 SF (10.6% OF LOT AREA)

LEGEND

	EX. PROPERTY BOUNDARY
	EX. ADJACENT PROPERTY BOUNDARY
	PROP FIRE LANE

NOTES

1. SITE PLAN SHALL BE IN CONFORMANCE WITH THE TOWN OF PROSPER FIRE CODE.
2. OPEN SPACE CALCULATION PROVIDED IS APPROXIMATE AND ONLY FOR REFERENCE. FINAL SITE PLAN WILL CONFIRM MINIMUM OPEN SPACE REQUIREMENTS ARE PROVIDED.
3. THE PROPOSED FIRE LANE PAVEMENT SHALL MEET THE TOWN OF PROSPER DESIGN STANDARDS.
4. PROJECT QUANTITIES CONCERNING PROPOSED UNITS AND TOTAL REQUIRED PARKING ARE PRELIMINARY AND WILL BE CONFIRMED WITH FINAL SITE PLAN.
5. ACCORDING TO FLOOD INSURANCE RATE MAPS (FIRM) NO. 48085C0120J DATED 06/02/2009 AND NO. 48085C0235J DATED 06/02/2009 PREPARED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE X.
6. ALL ACCESS GATES SHALL BE AUTOMATIC ONLY AND INCLUDE A PEDESTRIAN GATE WITH SIDEWALK.
7. THIS EXHIBIT IS PRELIMINARY AND APPROVAL OF THE PLANNED DEVELOPMENT DOES NOT CONSTITUTE FINAL APPROVAL OF THE SITE LAYOUT. A SITE PLAN WILL STILL BE NEEDED FOR APPROVAL PRIOR TO DEVELOPMENT.
8. TREES AND SHRUBS SHALL BE PLANTED AND INSTALLED PER THE PLANNED DEVELOPMENT STANDARDS, OR TOWN OF PROSPER STANDARDS WHERE THE PD STANDARDS ARE SILENT.
9. TRASH ENCLOSURES SHALL BE SCREENED PER TOWN OF PROSPER STANDARDS.



PROP. DEVELOPMENT

ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 1, ±0.51 ACRES
ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 2, ±1.34 ACRES
ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 3, ±0.12 ACRES
ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 4, ±1.59 ACRES
ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 5, ±1.17 ACRES
ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 6, ±1.17 ACRES
ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 7, PARCEL 1, ±0.08 ACRES
ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 7, PARCEL 2, ±0.12 ACRES
ABS A0147 I COLLIN COUNTY SCHOOL LAND SURVEY, TRACT 28, ±2.65 ACRES
TOTAL: 8.744 ACRES

SURVEYOR/ ENGINEER:
BOHLER
2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
PHONE: (469) 850-6765
CONTACT: MATHIAS HAUBERT

OWNER/ APPLICANT:
DOSTI PARTNERS, LLC
2504 LOFTSMOOR LANE
PLANO, TX 75025
CONTACT: BHADRESH TRIVEDI
PHONE: 214-208-4078

PREPARATION DATE:
08/04/2023

BOHLER™
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

Know what's below. Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

FOR EXHIBIT PURPOSES ONLY

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	TXA220158.00
DRAWN BY:	DJC
CHECKED BY:	MJH
DATE:	12/27/23
CAD I.D.:	CPTX-X

PROJECT:

PROP. DEVELOPMENT

FOR

DOSTI PARTNERS, LLC

PROPOSED DEVELOPMENT

NWC OF W PROSPER TRAIL AND N COLEMAN STREET
COLLIN COUNTY
PROSPER, TX

BOHLER
2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

SHEET TITLE:

EXHIBIT D ZONING SITE PLAN

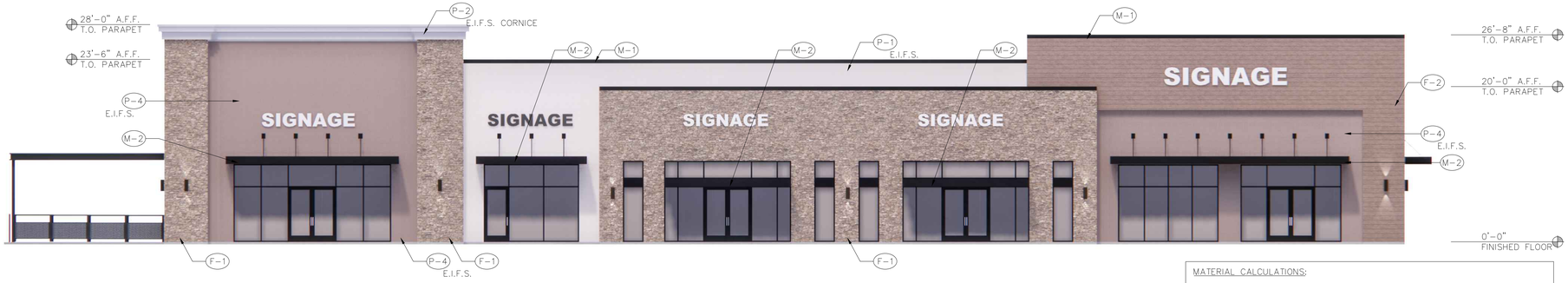
SHEET NUMBER:

ORG. DATE - 12/27/23

Jan 02, 2024
I:\2022\TXA220158.00\02\ENGINEERING\DRAWINGS\CONCEPT\PLAN SETS\TXA220158.00 - CPTX-X----LAYOUT CONCEPT (2)

Development schedule for 9ac Mixed Use in Prosper

The goal and plan are to have our property fully entitled by the end of September.
-Civil and Architectural design plans: Oct to Dec of 2023
-Construction bids: Dec to Jan 2024
-Construction: Feb 2024 to March of 2025



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

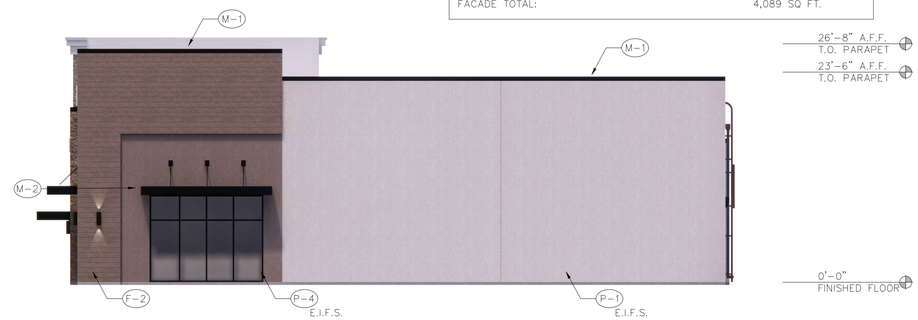
0 4' 8' 16'

MATERIAL CALCULATIONS:	
THIN STONE VENEER (CYPRESS POINT)	1,110 SQ. FT. (27%)
FIBER CEMENT BOARD (TOBACCO)	501 SQ. FT. (12%)
E.I.F.S. (SW7627 WHITE HERON):	446 SQ. FT. (11%)
E.I.F.S. (SW7104 COTTON WHITE):	80 SQ. FT. (2%)
E.I.F.S. (SW7525 TREE BRANCH):	821 SQ. FT. (20%)
GLAZING (STORE FRONT)	1,039 SQ. FT. (26%)
MISC. (DOORS, COPING)	92 SQ. FT. (2%)
FACADE TOTAL:	4,089 SQ FT.

2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

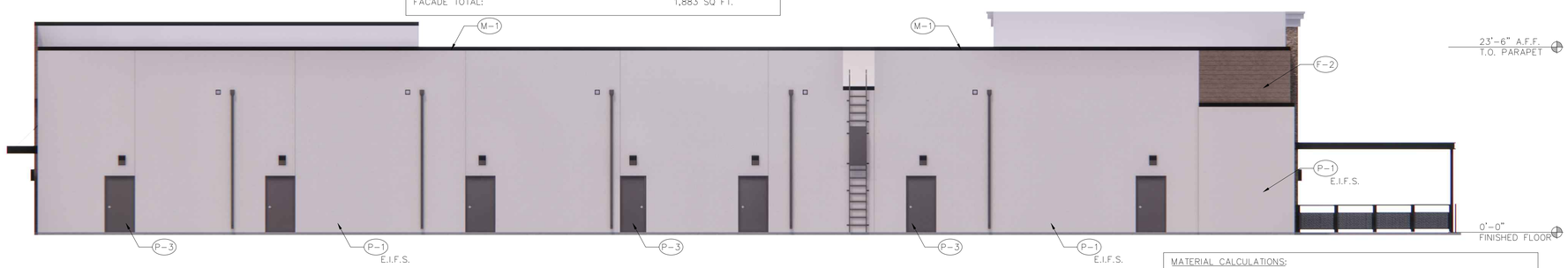
MATERIAL CALCULATIONS:	
THIN STONE VENEER (CYPRESS POINT)	312 SQ. FT. (17%)
FIBER CEMENT BOARD (TOBACCO)	309 SQ. FT. (16%)
E.I.F.S. (SW7627 WHITE HERON):	636 SQ. FT. (34%)
E.I.F.S. (SW7104 COTTON WHITE):	59 SQ. FT. (3%)
E.I.F.S. (SW7525 TREE BRANCH):	325 SQ. FT. (17%)
GLAZING (STORE FRONT)	208 SQ. FT. (11%)
MISC. (DOORS, COPING)	34 SQ. FT. (2%)
FACADE TOTAL:	1,883 SQ FT.



3 WEST ELEVATION
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

MATERIAL CALCULATIONS:	
FIBER CEMENT BOARD (TOBACCO)	300 SQ. FT. (17%)
E.I.F.S. (SW7627 WHITE HERON):	1,155 SQ. FT. (64%)
E.I.F.S. (SW7525 TREE BRANCH):	184 SQ. FT. (10%)
GLAZING (STORE FRONT)	130 SQ. FT. (7%)
MISC. (DOORS, COPING)	37 SQ. FT. (2%)
FACADE TOTAL:	1,806 SQ FT.



4 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

MATERIAL CALCULATIONS:	
THIN STONE VENEER (CYPRESS POINT)	45 SQ. FT. (1%)
FIBER CEMENT BOARD (TOBACCO)	73 SQ. FT. (2%)
E.I.F.S. (SW7627 WHITE HERON):	3,358 SQ. FT. (90%)
MISC. (DOORS, COPING)	268 SQ. FT. (7%)
FACADE TOTAL:	3,744 SQ FT.

EXTERIOR FINISH SCHEDULE

NUMBER	TYPE	DETAIL DESCRIPTION
F-1	THIN STONE VENEER	MANUFACTURER: ELDORADO STYLE: ARTISAN LEDGE COLOR: CYPRESS POINT
F-2	CEMETITIOUS PANEL	MANUFACTURER: NICHIHA STYLE: WOOD SERIES – ROUGHSAWN COLOR: TOBACCO
P-1	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: WHITE HERON (SW 7627)
P-2	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: COTTON WHITE (SW 7104)
P-3	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: GAUNTLET GRAY (SW 7019)
P-4	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: TREE BRANCH (SW7525)
M-1	PRE-FINISHED PARAPET CAP	COLOR: BLACK
M-2	PRE-FINISHED METAL AWNING	MANUFACTURER: ARCH FAB HELIOS CANOPY COLOR: BLACK
	DOWNSPOUT & GUTTER	COLOR: GAUNTLET GRAY (SW 7019)
	ALUMINUM STOREFRONT	MANUFACTURER: KAWNEER COLOR: BLACK
	ROOF ACCESS LADDER	COLOR: GAUNTLET GRAY (SW 7019)

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MT SHELL BUILDING #1
NORTH COLEMAN STREET & PROSPER TRAIL
PROSPER, TEXAS

Revisions:

File Name: 23156-A2.0
Project No: 23156
Date: 07/10/2023
Drawn By: RCA
Checked By: TI

SHEET
A2.0
EXTERIOR ELEVATIONS

1 PERSPECTIVE
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PROSPER, TEXAS

Revisions:

File Name: 23156– A2.1
Project No: 23156
Date: 07/10/2023
Drawn By: DBL
Checked By: TI

SHEET
A2.1
PERSPECTIVE

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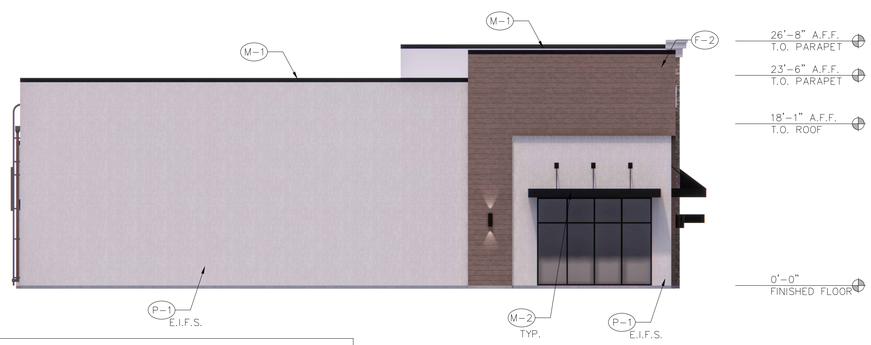
1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"
0 4' 8' 16'

MATERIAL CALCULATIONS:

THIN STONE VENEER (CYPRESS POINT)	662 SQ. FT. (18%)
FIBER CEMENT BOARD (TOBACCO)	385 SQ. FT. (10%)
E.I.F.S. (SW7627 WHITE HERON):	1,159 SQ. FT. (32%)
E.I.F.S. (SW7104 COTTON WHITE):	80 SQ. FT. (2%)
E.I.F.S. (SW7525 TREE BRANCH):	670 SQ. FT. (20%)
GLAZING (STORE FRONT)	649 SQ. FT. (20%)
MISC. (DOORS, COPING)	72 SW. FT. (2%)
FACADE TOTAL:	3,677 SQ FT.



MATERIAL CALCULATIONS:

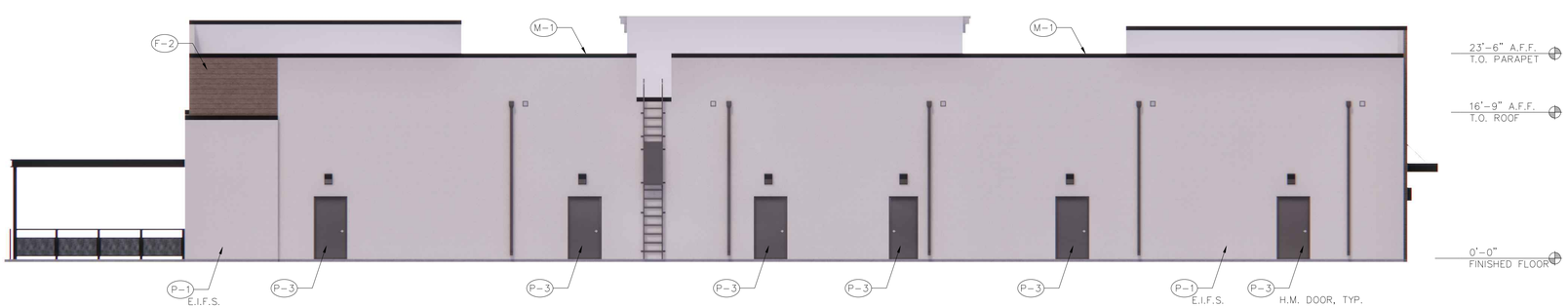
THIN STONE VENEER (CYPRESS POINT)	312 SQ. FT. (5%)
FIBER CEMENT BOARD (TOBACCO)	305 SQ. FT. (8%)
E.I.F.S. (SW7627 WHITE HERON):	446 SQ. FT. (21%)
MISC. (DOORS, COPING):	38 SQ. FT. (18%)
GLAZING (STORE FRONT)	129 SQ. FT. (33%)
FACADE TOTAL:	1,034 SQ FT.

2 EAST ELEVATION
SCALE: 1/8" = 1'-0"
0 4' 8' 16'

MATERIAL CALCULATIONS:

THIN STONE VENEER (CYPRESS POINT)	297 SQ. FT. (5%)
FIBER CEMENT BOARD (TOBACCO)	229 SQ. FT. (8%)
E.I.F.S. (SW7627 WHITE HERON):	1,046 SQ. FT. (21%)
GLAZING (STORE FRONT)	208 SQ. FT. (33%)
MISC. (DOORS, COPING)	100 SQ. FT. (2%)
FACADE TOTAL:	1,880 SQ FT.

3 WEST ELEVATION
SCALE: 1/8" = 1'-0"
0 4' 8' 16'



MATERIAL CALCULATIONS:

FIBER CEMENT BOARD (TOBACCO)	73 SQ. FT. (2%)
E.I.F.S. (SW7627 WHITE HERON):	2,961 SQ. FT. (91%)
MISC. (DOORS, COPING)	233 SQ. FT. (7%)
FACADE TOTAL:	3,267 SQ FT.

4 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"
0 4' 8' 16'

EXTERIOR FINISH SCHEDULE

NUMBER	TYPE	DETAIL DESCRIPTION
F-1	THIN STONE VENEER	MANUFACTURER: ELDORADO STYLE: ARTISAN LEDGE COLOR: CYPRESS POINT
F-2	CEMETITIOUS PANEL	MANUFACTURER: NICHIHA STYLE: WOOD SERIES – ROUGHSAWN COLOR: TOBACCO
P-1	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: WHITE HERON (SW 7627)
P-2	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: COTTON WHITE (SW 7104)
P-3	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: GAUNTLET GRAY (SW 7019)
P-4	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: TREE BRANCH (SW7525)
M-1	PRE-FINISHED PARAPET CAP	COLOR: BLACK
M-2	PRE-FINISHED METAL AWNING	MANUFACTURER: ARCH FAB HELIOS CANOPY COLOR: BLACK
	DOWNSPOUT & GUTTER	COLOR: GAUNTLET GRAY (SW 7019)
	ALUMINUM STOREFRONT	MANUFACTURER: KAWNEER COLOR: BLACK
	ROOF ACCESS LADDER	COLOR: GAUNTLET GRAY (SW 7019)

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MT SHELL BUILDING #2
NORTH COLEMAN STREET & PROSPER TRAIL
PROSPER, TEXAS

Revisions:

File Name: 23156-A2.0
Project No: 23156
Date: 07/10/2023
Drawn By: SJR
Checked By: TI

SHEET
A2.0
EXTERIOR ELEVATIONS

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MT SHELL BUILDING #2

NORTH COLEMAN STREET & PROSPER TRAIL
PROSPER, TEXAS

Revisions:

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Date: 07/10/2023
Drawn By: DBL
Checked By: TI

SHEET
A2.1
PERSPECTIVE

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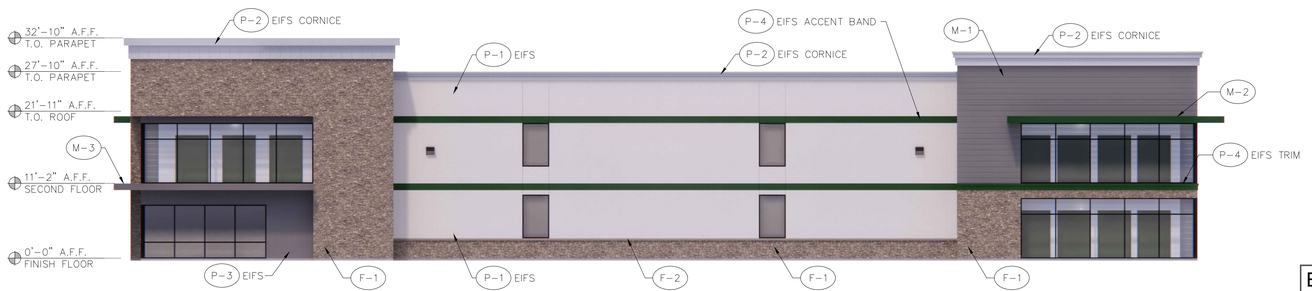
1 EXTERIOR ELEVATION- SOUTH
SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:	
STONE VENEER (CYPRESS POINT):	1,577 SQ. FT. (19%)
METAL PANEL (SLATE GRAY):	1,585 SQ. FT. (19%)
E.I.F.S. (GAUNTLET GRAY SW 7019):	64 SQ. FT. (1%)
E.I.F.S. (COTTON WHITE SW 7104):	536 SQ. FT. (6%)
E.I.F.S. (PROSPER GREEN):	321 SQ. FT. (4%)
E.I.F.S. (WHITE HERON SW 7627):	3,048 SQ. FT. (37%)
STONE WATER TABLE:	44 SQ. FT. (1%)
GLAZING (STORE FRONT)	1,096 SQ. FT. (13%)
FACADE TOTAL:	8,271 SQ FT.



2 EXTERIOR ELEVATION- EAST
SCALE: 3/32" = 1'-0"

0 8' 16' 24'

MATERIAL CALCULATIONS:	
STONE VENEER (CYPRESS POINT):	935 SQ. FT. (20%)
METAL PANEL (SLATE GRAY):	372 SQ. FT. (8%)
E.I.F.S. (GAUNTLET GRAY SW 7019):	138 SQ. FT. (3%)
E.I.F.S. (COTTON WHITE SW 7104):	320 SQ. FT. (7%)
E.I.F.S. (PROSPER GREEN):	168 SQ. FT. (3%)
E.I.F.S. (WHITE HERON SW 7627):	1,813 SQ. FT. (38%)
STONE WATER TABLE:	28 SQ. FT. (1%)
GLAZING (STORE FRONT)	957 SQ. FT. (20%)
FACADE TOTAL:	4,731 SQ FT.

EXTERIOR FINISH SCHEDULE

NUMBER	TYPE	DETAIL DESCRIPTION
F-1	THIN STONE VENEER	MANUFACTURER: ELDORADO STYLE: ARTISAN LEDGE COLOR: CYPRESS POINT
F-2	4" CAST STONE WATER TABLE	COLOR: TO MATCH STACKED STONE BELOW
P-1	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: WHITE HERON (SW 7627)
P-2	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: COTTON WHITE (SW 7104)
P-3	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: GAUNTLET GRAY (SW 7019)
P-4	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: PAINT MATCH- PROSPER HIGH GREEN
M-1	HORIZONTAL METAL PANEL	MANUFACTURER: ATAS WALL PANEL SHAPE: 7.2 PANEL COLOR: SLATE GRAY
M-2	PRE-FINISHED METAL AWNING	MANUFACTURER: ARCH FAB HELIOS CANOPY COLOR: MATCH- PROSPER HIGH GREEN
M-3	PRE-FINISHED METAL AWNING	MANUFACTURER: ARCH FAB HELIOS CANOPY COLOR: GRAY
	DOWNSPOUT & GUTTER	MANUFACTURER: ATAS COLOR: SLATE GRAY
	ALUMINUM STOREFRONT	MANUFACTURER: KAWNEER COLOR: BLACK

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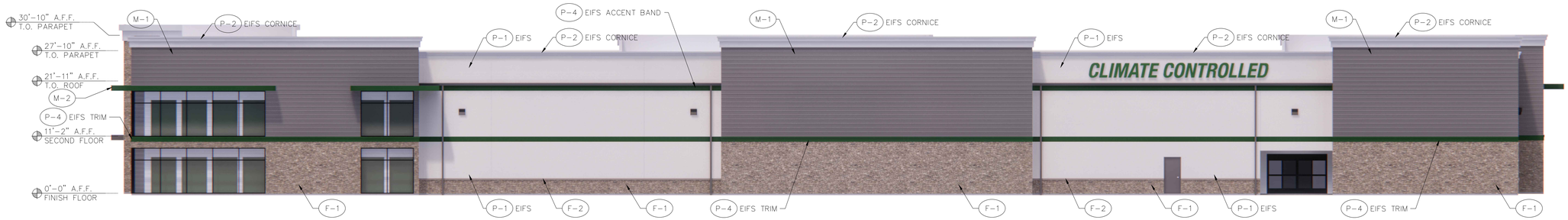
SELF STORAGE
NORTH COLEMAN STREET & PROSPER TRAIL
PROSPER, TEXAS

Revisions:

File Name: 23141-A2.0
Project No: 23141
Date: 07/11/2023
Drawn By: DB
Checked By: TI

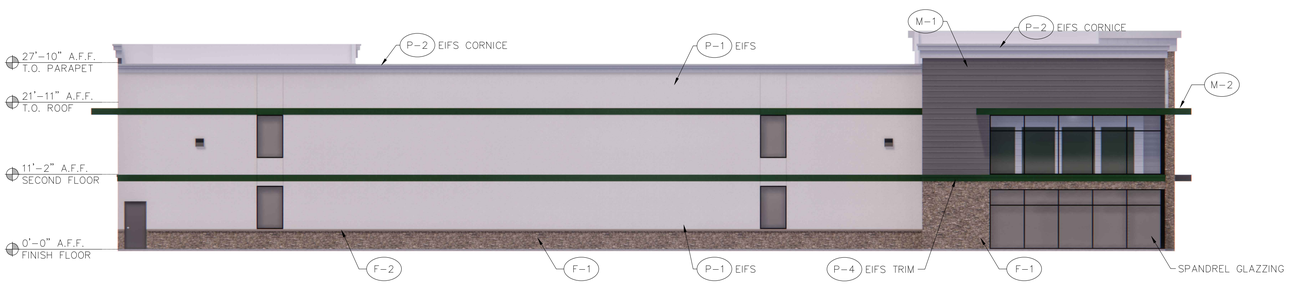
SHEET
A2.0
EXTERIOR ELEVATIONS



1 EXTERIOR ELEVATION- NORTH
SCALE: 3/32" = 1'-0"

0 8' 16' 24'

MATERIAL CALCULATIONS:	
STONE VENEER (CYPRESS POINT):	1,512 SQ. FT. (19%)
METAL PANEL (SLATE GRAY):	2,314 SQ. FT. (29%)
E.I.F.S. (COTTON WHITE SW 7104):	499 SQ. FT. (6%)
E.I.F.S. (PROSPER GREEN):	380 SQ. FT. (5%)
E.I.F.S. (WHITE HERON SW 7627):	2,554 SQ. FT. (32%)
STONE WATER TABLE:	35 SQ. FT. (1%)
GLAZING (STORE FRONT)	752 SQ. FT. (9%)
FACADE TOTAL:	8,046 SQ FT.



2 EXTERIOR ELEVATION- WEST
SCALE: 3/32" = 1'-0"

0 8' 16' 24'

MATERIAL CALCULATIONS:	
STONE VENEER (CYPRESS POINT):	426 SQ. FT. (9%)
METAL PANEL (SLATE GRAY):	373 SQ. FT. (8%)
E.I.F.S. (COTTON WHITE SW 7104):	244 SQ. FT. (5%)
E.I.F.S. (PROSPER GREEN):	242 SQ. FT. (5%)
E.I.F.S. (WHITE HERON SW 7627):	2,574 SQ. FT. (57%)
STONE WATER TABLE:	37 SQ. FT. (1%)
GLAZING (STORE FRONT)	576 SQ. FT. (13%)
MISC. (DOORS)	21 SQ. FT. (1%)
FACADE TOTAL:	4,493 SQ FT.

EXTERIOR FINISH SCHEDULE

NUMBER	TYPE	DETAIL DESCRIPTION
F-1	THIN STONE VENEER	MANUFACTURER: ELDORADO STYLE: ARTISAN LEDGE COLOR: CYPRESS POINT
F-2	4" CAST STONE WATER TABLE	COLOR: TO MATCH STACKED STONE BELOW
P-1	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: WHITE HERON (SW 7627)
P-2	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: COTTON WHITE (SW 7104)
P-3	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: GAUNTLET GRAY (SW 7019)
P-4	PAINT FINISH	MANUFACTURER: SHERWIN WILLIAMS COLOR: PAINT MATCH- PROSPER HIGH GREEN
M-1	HORIZONTAL METAL PANEL	MANUFACTURER: ATAS WALL PANEL SHAPE: 7.2 PANEL COLOR: SLATE GRAY
M-2	PRE-FINISHED METAL AWNING	MANUFACTURER: ARCH FAB HELIOS CANOPY COLOR: MATCH- PROSPER HIGH GREEN
M-3	PRE-FINISHED METAL AWNING	MANUFACTURER: ARCH FAB HELIOS CANOPY COLOR: GRAY
	DOWNSPOUT & GUTTER	MANUFACTURER: ATAS COLOR: SLATE GRAY
	ALUMINUM STOREFRONT	MANUFACTURER: KAWNEER COLOR: BLACK

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SELF STORAGE
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PROSPER, TEXAS

Revisions:

File Name: 23141-A2.1
Project No: 23141
Date: 07/11/2023
Drawn By: DBL
Checked By: TI

SHEET
A2.1
EXTERIOR ELEVATIONS

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SELF STORAGE

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Revisions:

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Project No: 23141
Date: 07/11/2023
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Checked By: TI

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SELF STORAGE

NORTH COLEMAN STREET & PROSPER TRAIL
PROSPER, TEXAS

Revisions:

File Name: 23141-A2.3
Project No: 23141
Date: 07/11/2023
Drawn By: DBL
Checked By: TI

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A2.3
PERSPECTIVE

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TOWN OF PROSPER
A Place Where Everyone Matters

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

REPLY FORM

SUBJECT:

Zoning Case ZONE-23-0017: The Town of Prosper has received a request for a Planned Development to allow for Mini-Warehouse/Public Storage, Restaurant, and Retail uses on 8.7± acres on Collin County School Land Survey, Abstract 147, Tracts 1-7 and 28, located on the northwest corner of North Coleman Street and West Prosper Trail.

LOCATION OF SUBJECT PROPERTY:

The property is located on the northwest corner of North Coleman Street and West Prosper Trail.

☑ 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):

We completely oppose storage units and restaurants right outside my backyard. We spent the last 5 years developing our backyard with the new and space – Not to mention the traffic and a whole population of traffic coming and going on coleman. This will be extremely disruptive.

Maureen Fellows
Name (please print)

Maureen Fellows
Signature

Thomas Fellows

140 Danan Dr.
Address

12-11-2023
Date

Prosper, TX 75078
City, State, and Zip Code

cvon0987@bellsouth.net
E-mail Address

407-721-9618
Phone Number

TOWN OF PROSPER
A Place Where Everyone Matters

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

REPLY FORM

SUBJECT:

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LOCATION OF SUBJECT PROPERTY:

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☒ 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):

THE ZONING CHANGE WOULD HAVE RETAIL & PUBLIC STORAGE FAR TOO CLOSE TO RESIDENTIAL HOMES. IT WILL DECREASE THE VALUE OF THE HOMES RIGHT ACROSS THE STREET. (BY A LARGE SUM!) ASK YOURSELF IF YOU WOULD WANT THAT RIGHT ACROSS THE STREET FROM YOUR HOME

JAMES WALTERS
Name (please print)

Signature

130 DARIAN DR
Address

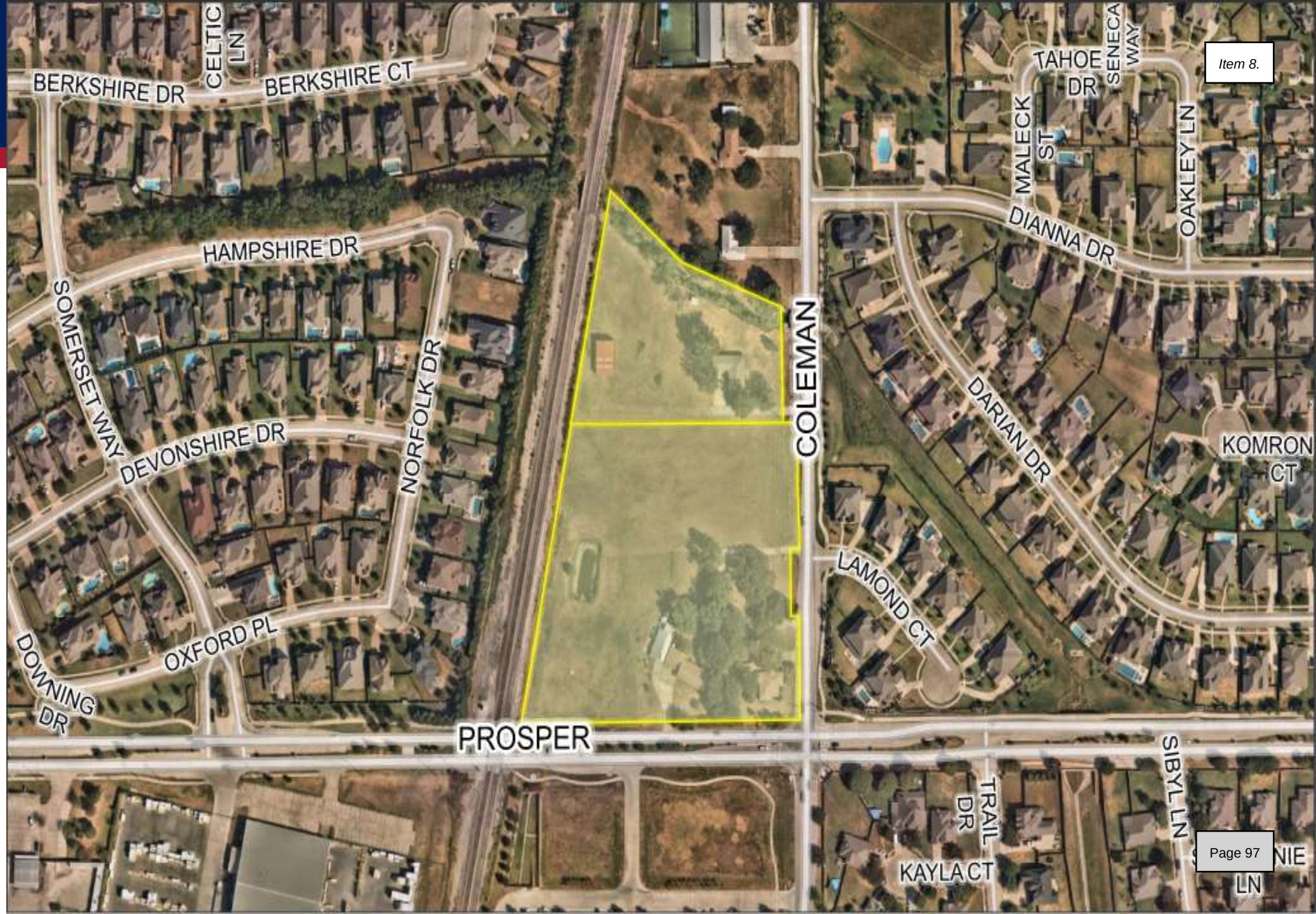
12-12-23
Date

PROSPER, TX 75078
City, State, and Zip Code

JIMNMICHELLE2@GMAIL.COM
E-mail Address

515-771-6362
Phone Number

TOWN OF PROSPER



Surrounding Area

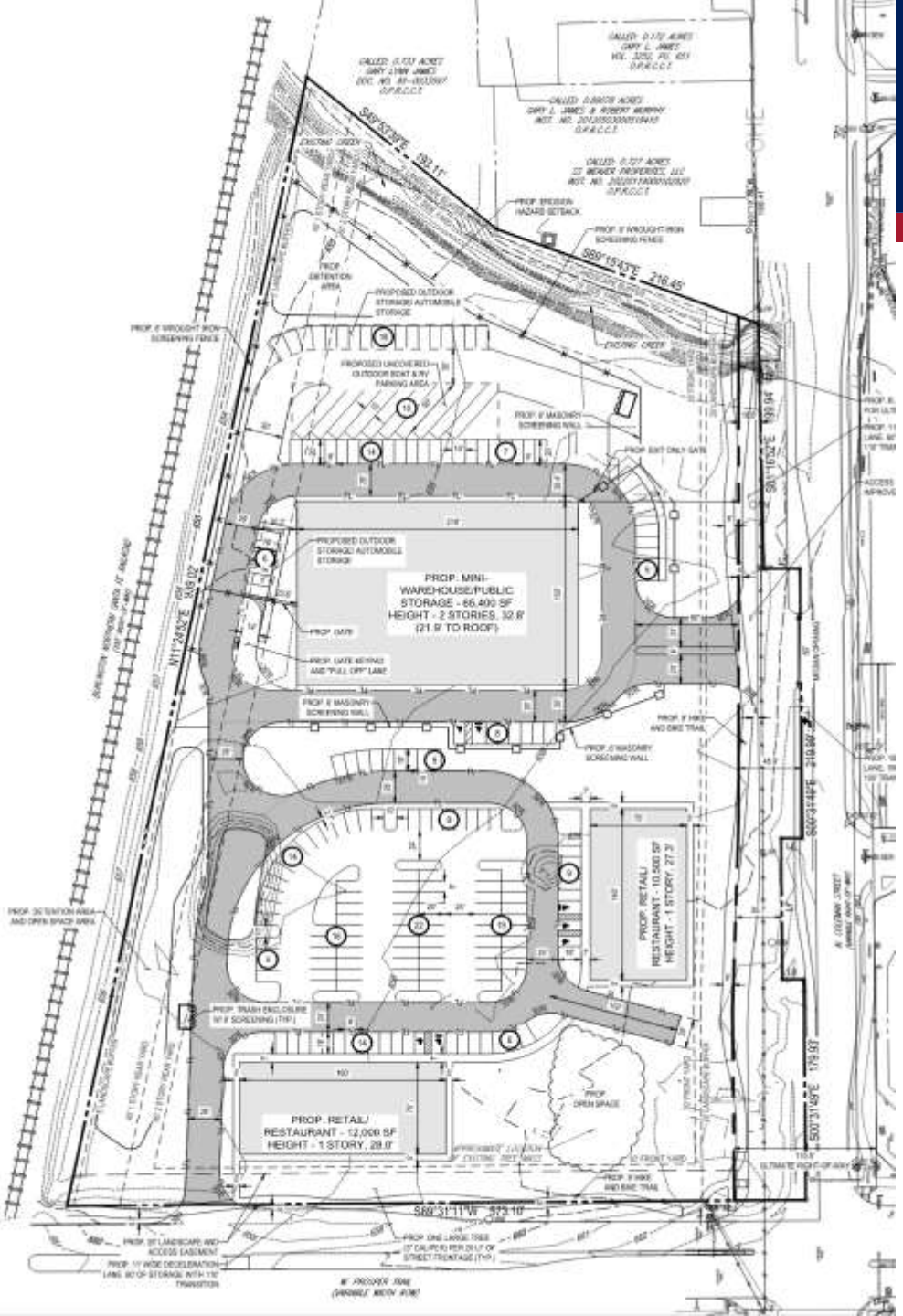
	Zoning	Current Land Use
Subject Property	Agricultural & Commercial	Residential
North	Commercial	Residential (Being Converted to Office)
East	Planned Development-24	Residential
South	Retail	Vacant
West	Planned Development-12	Residential

BERKSHIRE DR
CELTIC LN
BERKSHIRE CT
SOMERSET WAY
HAMPSHIRE DR
PD-12
SF-10
NORFOLK DR
DEVONSHIRE DR
DOWNING DR
OXFORD PL
SOMERSET WAY
R
C
A
COLEMAN
LAMOND CT
TAHOE DR
SENECA WAY
MALECK ST
OAKLEY LN
DIANNA DR
PD-24
SF-10/12.5
DARIAN DR
KOMRON CT
PROSPER
PD-52
CC
SF-15
R
TRAIL DR
KAYLA CT
SF-10
SIBYL LN
LN

Proposal

Planned Development:

- Public Storage Facility
- Multi-Tenant Restaurant & Retail Buildings (2)


PROP. MINI-WAREHOUSE/PUBLIC STORAGE - 66,400 SF HEIGHT - 2 STORIES, 32.8' (21.9' TO ROOF)
PROP. RETAIL/ RESTAURANT - 10,500 SF HEIGHT - 1 STORY, 27.3'
PROP. RETAIL/ RESTAURANT - 12,000 SF HEIGHT - 1 STORY, 29.0'
PROPOSED OUTDOOR STORAGE/ AUTOMOBILE STORAGE
PROPOSED UNCOVERED OUTDOOR BOAT & RV PARKING AREA
PROP. EXIT ONLY GATE
PROP. GATE
PROP. GATE KEYPAD AND "PULL OFF" LANE
PROP. 6' MASONRY SCREENING WALL
PROP. 6' HIKE AND BIKE TRAIL
PROP. TRASH ENCLOSURE W/ 6' SCREENING (TYP.)
PROP. OPEN SPACE
PROP. 30' LANDSCAPE AND ACCESS EASEMENT
PROP. 11' WIDE DECELERATION LANE, 80' OF STORAGE WITH 110' TRANSITION
PROP. ONE LARGE TREE (3" CALIPER) PER 30 LF OF STREET FRONTAGE (TYP.)
S89°31'11"W 873.10'
N11°28'30"E 956.02'
S00°13'49"E 1149.83'
S00°16'52"E 939.94'
S89°15'47"E 216.45'
S89°53'28"E 392.11'

Permitted Uses

Base Zoning:

- Commercial District

Uses Allowed by Right:

- Automobile Storage
- Mini-Warehouse/Public Storage
- Outdoor Storage, Incidental
- Recreational Vehicle/Truck Parking Lot or Garage

All these uses require a Specific Use Permit in Commercial District

Parking

By Use:

- Restaurant: 1 Space per 100 SF
- Retail: 1 Space per 250 SF
- Mini Warehouse/Public Storage: 15 Spaces per Complex*
  - 4 Spaces per Complex + 1 Space per 300 SF of Office Area (Zoning Ordinance)

Provided:

- 160 Spaces (137 Required)
  - Restaurant (5,300 SF) – 53 Spaces
  - Retail (17,200 SF) – 69 Spaces
  - Mini-Warehouse/Public Storage (1 Complex) – 15 Spaces

Landscaping

Deviation:

- One large tree, three-inch caliper minimum, every 20 linear feet in required 25’ landscape areas. (In PD)
- One large tree, three-inch caliper minimum, every 30 linear feet in required 25’ landscape areas. (Zoning Ordinance)

	Proposed Landscaping (Development Standards)	Required Landscaping (Zoning Ordinance)
Northern Boundary (Adjacent to Commercial)	Buffer: 5' Landscape Area Plantings: One ornamental tree and shrub every 15 linear feet.	Buffer: 5' Landscape Area Plantings: One ornamental tree and shrub every 15 linear feet.
Eastern Boundary (North Coleman Street)	Buffer: 25' Landscape Area Plantings: One large tree, three-inch caliper minimum, every 20 linear feet. Fifteen shrubs, minimum size five gallons each, every 30 linear feet.	Buffer: 25' Landscape Area Plantings: One large tree, three-inch caliper minimum, every 30 linear feet. Fifteen shrubs, minimum size five gallons each, every 30 linear feet.
Southern Boundary (West Prosper Trail)	Buffer: 25' Landscape Area Plantings: One large tree, three-inch caliper minimum, every 20 linear feet. Fifteen shrubs, minimum size five gallons each, every 30 linear feet.	Buffer: 25' Landscape Area Plantings: One large tree, three-inch caliper minimum, every 30 linear feet. Fifteen shrubs, minimum size five gallons each, every 30 linear feet.
Western Boundary (NSF Railroad)	Buffer: 5' Landscape Area Plantings: One ornamental tree and shrub every 15 linear feet.	Buffer: 5' Landscape Area Plantings: One ornamental tree and shrub every 15 linear feet.

Screening

Northern Boundary:
- Public Storage Facility – 6’ Wrought Iron Fence

Eastern Boundary:
- Public Storage Facility – 6’ Masonry Wall
- Restaurant and Retail Buildings – Landscaping

Southern Boundary:
- Restaurant and Retail Buildings – Landscaping

Western Boundary:
- Restaurant and Retail Buildings – Landscaping
- Public Storage Facility – 6’ Wrought Iron Fence

6’ Masonry Wall at Front of Public Storage Facility

Architectural Standards

Building Materials:

- All buildings will be at a minimum 80% masonry, excluding glazing and door areas.

GE
CLIMATE CONTROLLED
SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE

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SIGNAGE
SIGNAGE
SIGNAGE

STORAGE
CLIMATE CONTROLLED

STORAGE

Conclusion

Notices:
- Friday, December 8

Citizen Response:
- 2 Letters of Opposition
- 1 Phone Call in Opposition

Staff Recommendation:
- Denial

P&Z Recommendation:
- Denial (5-1) @ January 16 meeting

TOWN OF PROSPER
A Place Where Everyone Matters

ENGINEERING SERVICES

To: **Mayor and Town Council**

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

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Bid Award DNT Waterline Relocation (US 380 - First Street)**

Town Council Meeting – February 13, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

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Agenda Item:
Consider and act upon awarding CSP No. 2024-12-B to Wilson Contractor Services, related to construction services for the DNT Waterline Relocation (US 380 - First Street) project; and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:
On January 26, 2024, at 3:00 PM, ten (10) Competitive Sealed Proposals were received for the DNT Waterline Relocation (US 380 - First Street) project. The project consists of all the work needed to relocate an existing 16-inch water line in conflict with the proposed construction of NTTA's main lanes from First Street south for approximately 3,500 feet. This water line serves the properties along the western side of the Dallas North Tollway. This project will relocate the water line within NTTA's western right-of-way from First Street to the proposed Prairie Drive. The project was advertised using the Competitive Sealed Proposal Construction alternative procurement method to allow the Town to award the projects to the contractor that offers the best value proposal based on the following criteria, which includes recently revised standard percentages based on direction from the Town Council:

- Qualifications and Experience (10%)
  - Outline contractor and subcontractor experience with similar projects.
  - Outline qualifications of key personnel assigned to this project.
  - Provide references.
- Project Timeline (25%)
- Cost Proposal (65%)

The verified proposal totals ranged between $1,159,570.00 and $1,865,041.00. The Engineer's Estimate was $1,866,505.50. The proposal's final completion times ranged from 110 calendar days to 310 calendar days. Wilson Contractor Services was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of $1,269,004.08, and a project timeline of 110 calendar days. The contractor that provided the proposal with the lowest cost received a low score due to not adequately providing the required information of key personnel assigned to the project, and their limited experience with similar projects. Wilson Contractor Services provided detailed information of key personnel and has extensive experience with similar projects ranging in

costs from $1 million to $10 million. They also successfully completed the Custer Road Pump Station Meter Relocation project for the Town. Staff checked the references provided and received positive feedback.

Budget Impact:
The cost for the construction of the project is $1,269,004.08. The total construction budget for the project is $2,000,000.00 in Account No. 760-6610-10-00-2312-WA. The construction budget also includes funding for testing that will be approved by separate contract. The estimated cost for testing is $36,000.

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

Attachments:
1. Location Map
2. Bid Tabulation Summary
3. Construction Agreement
4. Presentation Slide

Town Staff Recommendation:
Town staff recommends that the Town Council award CSP No. 2024-12-B to Wilson Contractor Services, related to construction services for the DNT Waterline Relocation (US 380 - First Street) project; and authorizing the Town Manager to execute a construction agreement for same.

Proposed Motion:
I move to award CSP No. CSP No. 2024-12-B to Wilson Contractor Services, related to construction services for the DNT Waterline Relocation (US 380 - First Street) project; and authorize the Town Manager to execute a construction agreement for same.

LOCATION MAP

Dallas North Tollway Waterline Relocation

US 380 to First Street

TOWN OF PROSPER
PROPOSAL TABULATION SUMMARY

Solicitation Number	CSP No. 2024-12-B
Solicitation Title	Dallas North Tollway (US380-First Street) Water Line Relocation CIP 2312-WA
Close Date	1/26/2024 @ 2:00PM

Responding Supplier	City	State	Response Submitted	Response Total	Total Days
A&M Construction & Utilities, Inc.	Rowlett	TX	1/26/2024 01:59:29 PM (CT)	$1,159,570.00	120
Wilson Contractor Services	Denton	TX	1/26/2024 12:46:29 PM (CT)	$1,269,004.08	110
Willco Underground LLC.	Mansfield	TX	1/25/2024 06:16:04 PM (CT)	$1,322,330.00	120
J&L Construction, LLC	Denton	TX	1/26/2024 12:34:41 PM (CT)	$1,337,646.63	110
FM Utilities, LLC	Midlothian	TX	1/25/2024 06:23:19 PM (CT)	$1,357,983.89	120
BRCT LLC DBA BLACKROCK CONSTRUCTION	Mansfield	TX	1/25/2024 12:30:26 PM (CT)	$1,375,046.00	210
ANA Site Construction, LLC	Pilot Point	TX	1/26/2024 01:08:46 PM (CT)	$1,415,185.00	110
GRod Construction, LLC	Aurora	TX	1/26/2024 01:07:23 PM (CT)	$1,722,040.00	150
DICKERSON CONSTRUCTION COMPANY INC	Celina	TX	1/26/2024 10:23:46 AM (CT)	$1,727,515.00	310
Canary Construction (Canary Construction, Inc.)	Lewisville	TX	1/26/2024 10:26:59 AM (CT)	$1,865,041.00	160

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.**

Certified by:	Jay Carter, NIGP-CPP, CPPB, C.P.M. Purchasing Manager Town of Prosper, Texas	Certified on:	January 26, 2024

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN)

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

CSP NO. 2024-12-B
DNT Waterline Relocation (US 380-First St)

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

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

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

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

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

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **one million two-hundred sixty-nine thousand four dollars and 08 cents ($1,269,004.08).** This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within 90 calendar days after the date of the Notice to Proceed for the base proposal. Within 20 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

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

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND

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

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

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

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

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

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

E. Insurance Requirements

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

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

re: CSP No. 2024-12-B **DNT Waterline Relocation (US 380-First St)**

1. Minimum Scope of Insurance

   Coverage shall be at least as broad as:

   a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.

   b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

   c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

2. Minimum Limits of Insurance

   Contractor shall maintain throughout contract limits not less than:

   a. Commercial General Liability: $1,000,000 per occurrence / $2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

      1) Premises / Operations

      2) Broad Form Contractual Liability

      3) Products and Completed Operations

4) Personal Injury

5) Broad Form Property Damage

6) Explosion Collapse and Underground (XCU) Coverage.

b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.

c. Automobile Liability: $1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.

d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.

e. $1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

a. General Liability and Automobile Liability Coverage

1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.

4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

F. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form

attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

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

G. Progress Payments and Retainage

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

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

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;

2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and

4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it

has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

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

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

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and

3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

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

H. Withholding Payments to Contractor

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

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

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

I. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall

provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

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

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

J. Acceptance of Erosion Control Measures

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

K. Final Payment

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;

2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

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

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the

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

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

L. Contractor's Warranty

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

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

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

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

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

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

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

M. Compliance with Laws

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

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

N. "Anti-Israel Boycott" Provision

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

O. Other Items

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

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

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and

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

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

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

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

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

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

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

[*Signatures continued on following page.*]

WILSON CONTRACTOR SERVICES, LLC

By: **A. A. MARTINEZ**

Title: President

Date: _____

Address: 3985 Mingo Rd.
Denton, Texas 76208

Phone: (940) 243-1174
Email: tony@wilsoncontractorservices.com

TOWN OF PROSPER, TEXAS

By: **MARIO CANIZARES**

Title: Town Manager

Date: _____

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

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

ATTEST:

MICHELLE LEWIS SIRIANNI
Town Secretary

Bids Received:

Ten (10) – January 26, 2024

Updated CSP Percentages:

- Cost Proposal = 65%
- Project Timeline = 25%
- Qualifications/Exp = 10%

Range of Proposals (Cost):

$1,159,570.00 - $1,865,041.00

Engineer's Estimate:

$1,866,505.50

Budget:

$2,000,000

Range of Proposals (Time):

110 days – 310 days

Recommendation:

Wilson Contractor Services

$1,269,004.08

110 days

TOWN OF PROSPER
A Place Where Everyone Matters

ENGINEEERING SERVICES

To: **Mayor and Town Council**

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

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Property Acquisition: DNT Waterline Relocation (US 380 - First Street)**

Town Council Meeting – February 13, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

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Agenda Item:
Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, declaring the public necessity to acquire certain property for a water line easement for the construction of the DNT Waterline Relocation (US 380 - First Street) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Description of Agenda Item:
To facilitate the construction of the DNT Waterline Relocation (US 380 - First Street) project, it is necessary for the Town to acquire a water line easement. The one (1) property is identified in the attached resolution, and the location map included with this agenda item depicts the property affected. As with other similar projects, it is not anticipated that the parcel will require the use of eminent domain to complete the acquisition process, however, staff is requesting advance authorization to pursue acquisition by eminent domain if standard negotiations are unsuccessful.

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the resolution as to form and legality.

Attached Documents:
1. Resolution
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council of the Town of Prosper, Texas, approve the attached resolution declaring the public necessity to acquire certain water line easements for the construction of the DNT Waterline Relocation (US 380 - First Street) project; project with such the property being more particularly described in the attached resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Proposed Motion:

I move to approve the attached resolution declaring the public necessity to acquire certain water line easements for the construction of the DNT Waterline Relocation (US 380 - First Street) project; project with such the property being more particularly described in the attached resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Please note: Pursuant to Section 2206.053(c) of the Texas Government Code, if two (2) or more councilmembers object to adopting this single Resolution for all the properties referenced therein, a separate record vote must be taken for each unit of property.

This item requires a roll call vote.

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2024-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DECLARING THE PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTIES FOR PERMANENT WATERLINE EASEMENT FOR THE CONSTRUCTION OF THE DNT WATERLINE RELOCATION (US 380 – FIRST STREET) PROJECT; DETERMINING THE PUBLIC USE AND NECESSITY FOR SUCH ACQUISITIONS; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR SAID PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE TOWN MANAGER OF THE TOWN OF PROSPER, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE TOWN ATTORNEY TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has determined that there exists a public necessity to acquire certain property interests for the construction of the DNT Waterline Relocation (US 380 - First Street) project, the location of which is generally set forth in the exhibits attached to this resolution; and

WHEREAS, the Town Council desires to acquire the property interests (collectively referred to as the "Property"), as more particularly described in the exhibits attached to this Resolution, for this governmental and public use in conjunction with the Town of Prosper's construction of the DNT Waterline Relocation (US 380 - First Street) project ("Project"); and

WHEREAS, the Town Council desires that the Town Manager, or his designee, take all necessary steps to acquire the Property for the Project including, but not limited to, the retention of appraisers, engineers, and other consultants and experts, and that the Town Attorney, or his designee, negotiate the purchase of the Property for the Project, and if unsuccessful in purchasing the Property for the Project, to institute condemnation proceedings to acquire the Property.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Prosper, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town Council hereby finds and determines that a public use and necessity exists for the Town of Prosper, Texas, to acquire the following Property for the Project, as more particularly described in the Exhibits referenced herein:

EXHIBIT DESCRIPTION / INTEREST TO BE ACQUIRED

1 Parcel 1 Approximately 0.072 acres of real property for permanent waterline easement located generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being Texas and being part of that certain tract of land described in recorded Instrument 20210615001210690 of the Official Public Records of Collin County, Texas

SECTION 3

The Town Manager, or his designee, is authorized and directed to negotiate for and to acquire the Property for the Project, for the Town of Prosper, Texas, and to acquire said rights in compliance with State and Federal law. The Town Manager is specifically authorized and directed to do each and every act necessary to acquire the Property for the Project including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that he deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4

The Town Manager, or any individual he may so designate, is appointed as negotiator for the acquisition of the Property for the Project, and, as such, the Town Manager is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the Town Council for such purpose. The Town Manager is specifically authorized to establish the just compensation for the acquisition of the Property. If the Town Manager or his designee determines that an agreement as to damages or compensation cannot be reached, then the Town Attorney or his designee is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the needed property interests, proceedings in eminent domain to acquire the Property for the Project.

SECTION 5

This Resolution is effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ___ TO ___ON THIS THE 13TH DAY OF FEBRUARY, 2024.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

EXHIBIT 1/PARCEL NO. 1

LEGAL DESCRIPTION
PERMANENT WATER LINE EASEMENT

BEING 0.072 acre of land located in the COLLIN COUNTY SCHOOL LAND #12 SURVEY, Abstract No. 147, Town of Prosper, Collin County, Texas, and being a portion of the tract of land conveyed to Hollingshead Materials, LLC, by the deed recorded in Instrument No. 20210615001210690, of the Official Public Records of Collin County, Texas. Said 0.072 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point lying in the most Southerly North boundary line of said Hollingshead Materials, LLC Tract and the South boundary line of the tract of land conveyed to Beall Concrete Enterprises, LTD., by the deed recorded in Instrument No. 2005-0172075, of the Official Public Records of Collin County, Texas, and being located N 89° 25' 39" E 591.74 feet, from a ½" iron rod found at the Southwest corner of said Beall Concrete Enterprises, LTD. Tract and being an ELL corner of said Hollingshead Materials, LLC Tract, and said ½" iron rod found bears N 11° 53' 25" E 302.87 feet from the POINT OF BEGINNING, and said point also having a Texas State Plane Grid Coordinate N: 7,133,982.99 and E: 2,482,090.06;

THENCE N 89° 25' 39" E 77.99 feet, to a point at the most Southerly Northeast corner of said Hollingshead Materials, LLC Tract, lying in the West right-of-way line of Dallas North Tollway;

THENCE S 03° 31' 55" W 100.26 feet, along the existing West right-of-way line of said Dallas North Tollway, to a point at the most Southerly Southeast corner of said Hollingshead Materials, LLC Tract;

THENCE S 89° 25' 38" W 20.00 feet, along the South boundary line of said Hollingshead Materials, LLC Tract, to a point;

THENCE N 03° 31' 55" E 80.24 feet, to a point;

THENCE S 89° 23' 24" W 56.76 feet, to a point;

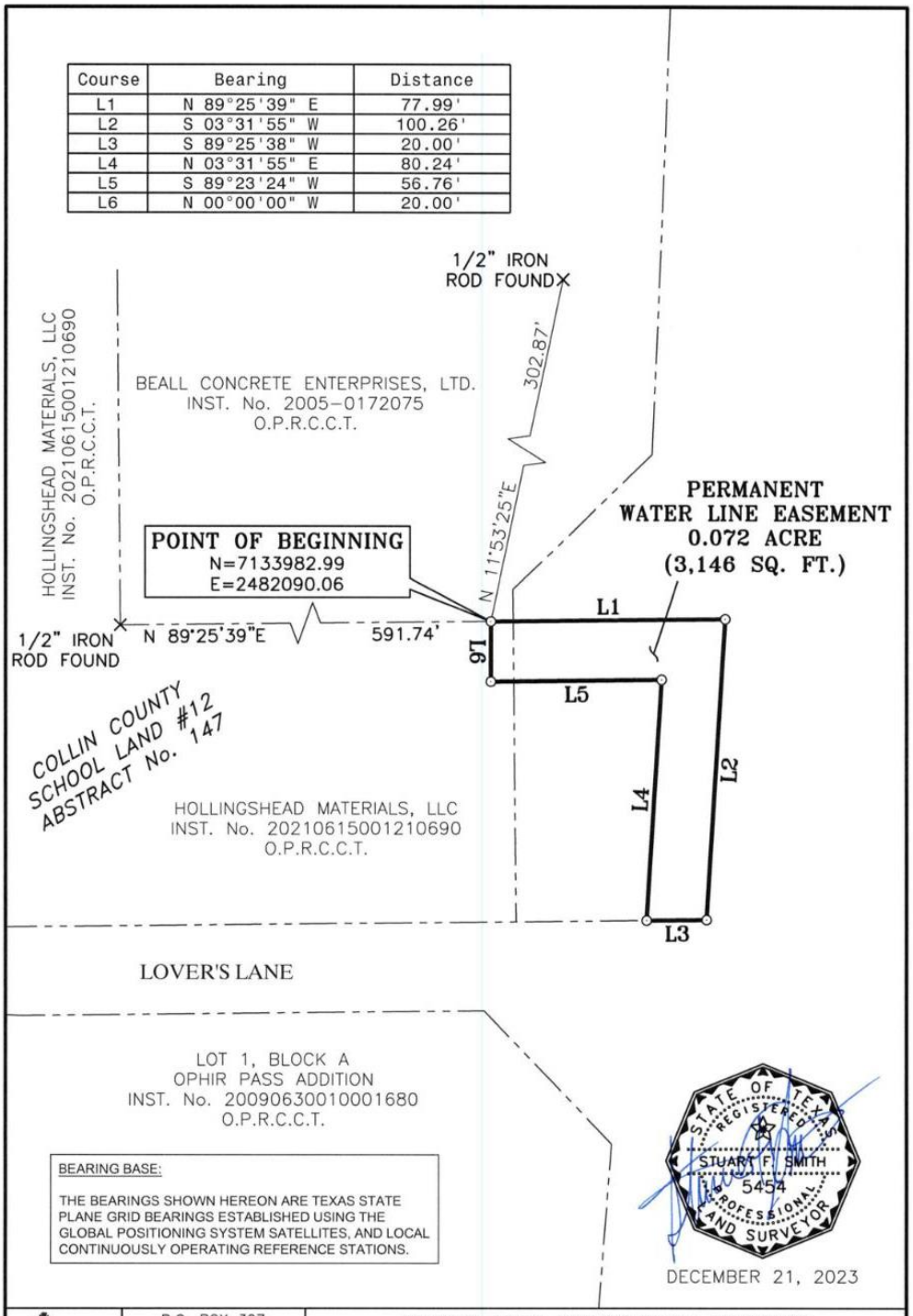
THENCE NORTH 20.00 feet, to the POINT OF BEGINNING containing 0.072 acre (3,146 Square Feet) of land.

STATE OF TEXAS
REGISTERED
STUART F. SMITH
5454
PROFESSIONAL
LAND SURVEYOR

12/21/2023

EXHIBIT 1/PARCEL NO. 1 CONT.

Course	Bearing	Distance
L1	N 89°25'39" E	77.99'
L2	S 03°31'55" W	100.26'
L3	S 89°25'38" W	20.00'
L4	N 03°31'55" E	80.24'
L5	S 89°23'24" W	56.76'
L6	N 00°00'00" W	20.00'



BEARING BASE:

THE BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE GRID BEARINGS ESTABLISHED USING THE GLOBAL POSITIONING SYSTEM SATELLITES, AND LOCAL CONTINUOUSLY OPERATING REFERENCE STATIONS.

TOWN OF PROSPER

P.O. BOX 307
PROSPER, TX
(972) 346-2640

WATER LINE RELOCATION PROJECT
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

BRITTAIN & CRAWFORD
LAND SURVEYING & TOPOGRAPHIC MAPPING
TEL (817) 926-0211
FAX (817) 926-9347
P.O. BOX 11374 • 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com
WEBSITE: www.brittain-crawford.com
FIRM CERTIFICATION# 1019000

PERMANENT WATER LINE EASEMENT
0.072 ACRE OF LAND
LOCATED IN
THE COLLIN CO. SCHOOL LAND #12
ABSTRACT No. 147
TOWN OF PROSPER,
COLLIN COUNTY, TEXAS

NORTH

SCALE 1"=40'

(J.U.) ...KOBY\PROJECTS\FN\FN-PROSPER-DNT-WL\EASEMENTS\PWE-Hollingshead Materials.dwg

DNT Waterline Relocation Waterline Easement Acquisition

Overall Location Map

PARCEL #	OWNER	Waterline Easement (acres)
1	Hollingshead Materials, LLC	0.072

Waterline Easement

PARKS AND RECREATION

To: **Mayor and Town Council**

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

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

Re: **Special Event Parking Ordinance Approval**

Town Council Meeting – February 13, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon an ordinance amending Section 4.09.001, "Definitions," of Article 4.09, "Special Events and Temporary Outdoor Seasonal Sales," of Chapter 4, "Business Regulations," of the Code of Ordinances, and amending article 4.09, "Special Events and Temporary Outdoor Seasonal Sales," of Chapter 4, "Business Regulations," of the Code of Ordinances by adding a new section 4.09.14, "Parking," to address temporary parking of vehicles at special events.

Description of Agenda Item:
Parking for special events can cause congested roadways and create a nuisance for private property owners. There have been instances where individuals attending events have parked illegally, however the Town has not been able to enforce "no parking" areas, even when signs are placed. This ordinance will allow the Town to post "no parking" signs at special events, and allow the Police Department to enforce the "no parking" regulation by issuing a citation or towing if necessary.

Attached Documents:
1. Ordinance regarding Special Event Parking

Town Staff Recommendation:
Staff recommends adoption of an ordinance amending Section 4.09.001, "Definitions," of Article 4.09, "Special Events and Temporary Outdoor Seasonal Sales," of Chapter 4, "Business Regulations," of the Code of Ordinances, and amending article 4.09, "Special Events and Temporary Outdoor Seasonal Sales," of Chapter 4, "Business Regulations," of the Code of Ordinances by adding a new section 4.09.14, "Parking," to address temporary parking of vehicles at special events.

Proposed Motion:
I move to approve adoption of an ordinance amending Section 4.09.001, "Definitions," of Article 4.09, "Special Events and Temporary Outdoor Seasonal Sales," of Chapter 4, "Business Regulations," of the Code of Ordinances, and amending article 4.09, "Special Events and

Temporary Outdoor Seasonal Sales," of Chapter 4, "Business Regulations," of the Code of Ordinances by adding a new section 4.09.14, "Parking," to address temporary parking of vehicles at special events.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2024-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 4.09.001, "DEFINITIONS," OF ARTICLE 4.09, "SPECIAL EVENTS AND TEMPORARY OUTDOOR SEASONAL SALES," OF CHAPTER 4, "BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, TO INCLUDE PLACEMENT OF TEMPORARY EVENT SIGNAGE, INCLUDING TEMPORARY PARKING SIGNAGE; AMENDING ARTICLE 4.09, "SPECIAL EVENTS AND TEMPORARY OUTDOOR SEASONAL SALES," OF CHAPTER 4, "BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY ADDING A NEW SECTION 4.09.14, "PARKING," TO ADDRESS THE TEMPORARY PARKING OF VEHICLES AT SPECIAL EVENTS; PROVIDING FOR A REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDNIG FOR A PENALTY; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper, Texas ("Town" or "Town Council"), has investigated and determined that the application requirements for special events permits fees be amended to add a new section with provisions regarding traffic and parking within or adjacent to the location where the special event is occurring; and

WHEREAS, the Town Council hereby finds and determines that it will be advantageous, beneficial and in the best interest of the citizens of the Town to revise the application requirements for certain special events, as herein referenced; and

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, Section 4.09.001, "Definitions," of Article 4.09, Special Events and Temporary Outdoor Seasonal Sales, of Chapter 4, "Business Regulations," is hereby amended to read as follows:

"**Sec. 4.09.001 Definitions.**

* * *

Special event means an event or gathering that requires a temporary exception to otherwise applicable rules or requirements, including, but not limited to:

(1) The temporary complete or partial closure of a public street;

(2) The temporary closure or restriction of access to public property;

(3) The temporary offer of merchandise, food, or beverages on public property or on private property where not otherwise permitted by the town or the applicable certificate of occupancy;

(4) The temporary erection of a tent on public property or on private property where not otherwise permitted by the town or the applicable certificate of occupancy;

(5) The temporary erection of a stage, band shell, portable building, grandstand, or bleachers on public property or on private property where not otherwise permitted by the town or the applicable certificate of occupancy;

(6) The temporary use, for other than storage, of a trailer or van on public property or on private property where not otherwise permitted by the town or the applicable certificate of occupancy;

(7) The temporary use of equipment to amplify and transmit sound, which exceeds ambient (background) sound pressure levels at the property lines;

(8) The placement of portable toilets on public property or on private property where not otherwise permitted by the town or the applicable certificate of occupancy; or

(9) Activities such as, among others, a carnival, circus, fireworks displays, runs, events not wholly contained on town parks or building sites or PISD; or

(10) Placement of temporary informational or regulatory signs including, but not limited to, no-parking, directional, or identification signage, special event signs or banners in or over a public right-of-way, or on private property where otherwise prohibited by ordinance.

* * *"

SECTION 3

From and after the effective date of this Ordinance, Article 4.09, "Special Events and Temporary Outdoor Seasonal Sales," of Chapter 4, "Business Regulations," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended by adding a new Section 4.09.014, "Parking at Special Events," to read as follows:

"**Sec. 4.09.014 Parking at Special Events.**

Notwithstanding any requirement contained in Section 4.09.004 of this Article:

(1) A complete parking plan must be submitted with each special event application; however, the Town may waive this requirement of a complete parking plan for any special event with an expected total attendance of less than 100.

(2) The parking plan must demonstrate that adequate parking will be available to accommodate the expected total attendance.

(3) The parking plan must be approved prior to the issuance of a special event permit.

(4) No parking zones in connection with a special event must be limited to the shortest time feasible. “No parking” signs must be posted a minimum of 24 hours in advance of the special event and such signage must be approved by the Town.

(5) If parking needs for the event are expected to exceed the area(s) owned by or assigned to the host establishment(s), appropriate parking arrangements must be made with affected properties or establishments.

(6) The chief of police or designee shall have the authority to prohibit or restrict the parking of vehicles along any street or highway or part thereof constituting a part of the route of a parade or in or adjacent to the location of a special event. The chief of police or designee shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

(7) Any person or business violating any provision of this section shall be deemed guilty of a misdemeanor and subject to any penalty contained in Section 4.09.012 of this article. Moreover, any violator may have his or her vehicle towed at the violator’s expense.”

SECTION 3

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

SECTION 4

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 5

This Ordinance shall become effective and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the state of Texas and the Home Rule Charter of the Town of Prosper, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS ___ DAY OF _____, 2024.

APPROVED:

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

PARKS AND RECREATION

To: **Mayor and Town Council**

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

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

Re: **Parks, Recreation Open Space Master Plan Update**

Town Council Meeting – February 13, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Receive an update on the Parks, Recreation and Open Space Master Plan.

Description of Agenda Item:
Town staff will provide a status report regarding the progress of the Parks, Recreation and Open Space Master Plan (PROSMP) to include formation of the Advisory Committee. Stakeholder groups selected to be represented in the Advisory Committee include members of the active adult community, Parks and Recreation Board, Community Engagement Committee, Prosper Youth Sports Commission, Prosper Independent School District, the faith community, Downtown Business Alliance, Mayor's Youth Advisory Council, Homeowners Association leadership, families with children with special needs, and the cricket community. This committee will attend four quarterly meetings led by Dunaway Associates.

The Parks and Recreation Board approved the proposed Committee members and recommended Council approve members of the Advisory Committee at their February 8, 2024, meeting.

Two Focus Groups will also be formed as part of the public input process for the PROSMP. Stakeholder groups for these focus groups include members of the Parks and Recreation Board, Community Engagement Committee, Prosper Youth Sports Commission, Chamber of Commerce, the development community, Homeowners Association leadership, and Citizens Academy Alumni.

The Focus Group invitees are still being discussed; however, the Parks and Recreation Board did approve of the stakeholder groups recommended for formation of the two Focus Groups at their February 8, 2024, meeting.

Attached Documents:
1. Dunaway Associates Schedule

Town Staff Recommendation:

Town staff requests feedback on the proposed members of the PROSMP Advisory Committee and Focus Groups.

DUNAWAY

Parks, Recreation & Open Space Master Plan

Prosper, Texas

Preliminary Schedule – Updated January 30, 2024

Scope/Task Item

A. PHASE I – INVENTORY & NEEDS ASSESSMENT

1. Data Collection & Base Map Preparation — Jan.-Feb. 2024
   - *Kurt coordinating base info w Kourtney & Ellen*
2. Inventory & Supply Analysis — Feb. 2024
   - *Tour of park system – Thursday, Feb. 8, 9:30-3:30*
   - *Kickoff meeting w Advisory Comm. – Tues., March 5, 6:00 pm*
3. Population Analysis — March 2024
   - *Kurt will check with other departments for latest info*
4. Standards Analysis — April 2024
5. Benchmarking — April-May 2024
   - *Kurt will provide list of benchmark cities*
6. Recreation Program Analysis — May 2024
7. Demand Analysis & Needs Assessment — Feb.-June 2024
   - *(2) Focus Groups – Wednesday, March 27, 5:30 & 7:00 pm*

B. PHASE II – PARKS, RECREATION & OPEN SPACE MASTER PLAN

8. Priority Rankings — July 2024
9. Action Plan — August 2024
10. Implementation Plan — Sept. 2024
11. Preliminary Master Plan — Oct.-Nov. 2024
12. Final Master Plan — Dec. 2024