



Prosper is a place where everyone matters.

Agenda
Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, December 08, 2020
5:45 PM

Notice Regarding Public Participation

Governor Greg Abbott has granted a temporary suspension of certain rules to allow for telephone or videoconference public meetings in an effort to reduce in-person meetings that assemble large groups of people, due to the COVID-19 public health emergency.

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

Join the Zoom Meeting by clicking on the following link:

<https://us02web.zoom.us/j/87189889684>

Enter Meeting ID: 87189889684

To request to speak, click on “Participants” at the bottom of the screen, and click “Raise Hand.” The meeting moderator will acknowledge your request and allow you to speak.

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

Enter Meeting ID: 87189889684

To request to speak, enter *9, and *6 to mute/unmute yourself. The meeting moderator will acknowledge your request and allow you to speak. When addressing the Council, please state your name and address before beginning your comments. Please limit your comments to three minutes.

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

CONSENT AGENDA:

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

- 1.** Consider and act upon the minutes of the November 17, 2020, Town Council meeting to Canvass the Election. **(ML)**
- 2.** Consider and act upon the minutes from the November 24, 2020, Town Council Meeting. **(ML)**

- [3.](#) Receive the October Financial Report. **(BP)**
- [4.](#) Consider and act upon amending Ordinance No. 19-65 (FY 2019-2020 Budget). **(BP)**
- [5.](#) Consider and act upon an ordinance amending Ordinance No. 2020-71 (FY 2020-2021 Budget). **(BP)**
- [6.](#) Consider and act upon a resolution to suspend the January 23, 2021 effective date of CoServ Gas Ltd's requested increase to permit the Town time to study the request and establish reasonable rates. **(BP)**
- [7.](#) Consider and act upon approving an interlocal cooperation agreement with the City of Allen for Mutual Aid for Information Technology Services, and authorizing the Town Manager to execute an agreement for same. **(LJ)**
- [8.](#) Consider and act upon approving a list of qualified firms to provide professional park design and related services to the Town of Prosper. **(DR)**
- [9.](#) Consider and act upon authorizing the Town Manager to execute a Roadway Impact Fees Credit Agreement between First Texas Homes, Inc., and the Town of Prosper, Texas, related to the construction of Coleman Street to serve the Cambridge Park Estates development. **(HW)**
- [10.](#) Consider and act upon authorizing the Town Manager to execute a Water Impact Fees Credit Agreement between First Texas Homes, Inc., and the Town of Prosper, Texas, related to the extension of a water line to serve the Cambridge Park Estates development. **(HW)**
- [11.](#) Consider and act to authorize the Town Manager to execute an Amortization and Settlement Agreement between Lattimore Materials Corporation and the Town of Prosper, Texas, related to the establishment of a compliance date of the Lattimore Materials concrete batch plant at 890 Dallas Parkway. **(JW)**
- [12.](#) Consider and act to authorize the Town Manager to execute an Amortization and Settlement Agreement between Argos USA, LLC and the Town of Prosper, Texas, related to the establishment of a compliance date of the Southern Star concrete batch plant at 770 Dallas Parkway. **(JW)**

CITIZEN COMMENTS

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

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

Items for Individual Consideration:

- [13.](#) Consider and act upon approving a resolution supporting Collin County's contract award for the construction of Frontier Parkway from the Dallas North Tollway to

Preston Road (SH 289), and reaffirming the Town's cost participation in the project per the terms of the 2018 Interlocal Agreement. **(HW)**

14. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between Collin County, the Town of Prosper, and the City of Celina related to construction inspection services of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289). **(HW)**

15. Discussion on Credit Access Businesses. **(JW)**

EXECUTIVE SESSION:

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

Section 551.087 – To discuss and consider economic development incentives.

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

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

Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, and Planning & Zoning Commission.

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

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

16. Town Council Subcommittee Discussion **(RB)**

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, December 4, 2020, and remained so posted at least 72 hours before said meeting was convened.

Melissa Lee, Town Secretary

Date Notice Removed

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

NOTICE

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

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



Prosper is a place where everyone matters.

Minutes

Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, November 17, 2020

Call to Order/ Roll Call.

The meeting was called to order at 7:30 a.m.

Council Members Present:

- Mayor Ray Smith
- Mayor Pro-Tem Curry Vogelsang, Jr.
- Deputy Mayor Pro-Tem Jason Dixon
- Councilmember Marcus E. Ray
- Councilmember Craig Andres
- Councilmember Jeff Hodges
- Councilmember Meigs Miller

Staff Members Present:

- Harlan Jefferson, Town Manager
- Melissa Lee, Town Secretary
- Robyn Battle, Executive Director of Community Services

Items for Individual Consideration:

1. **Consider and act upon Ordinance No. 2020-82 canvassing the returns and declaring the results of the November 3, 2020, General Election. (ML)**

Mayor Pro-Tem Vogelsang made a motion and Councilmember Miller seconded the motion to approve Ordinance No. 2020-82 canvassing the returns and declaring the results of the November 3, 2020, General Election.

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

2. **Consider and act upon Ordinance No. 2020-83 canvassing the returns and declaring the results of the November 3, 2020, Bond Election. (ML)**

Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Hodges seconded the motion to approve Ordinance No. 2020-83 canvassing the returns and declaring the results of the November 3, 2020, Bond Election.

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

3. **Consider and act upon Ordinance No. 2020-84 canvassing the returns and declaring the results of the November 3, 2020, Local Option Election. (ML)**

Councilmember Hodges made a motion and Deputy Mayor Pro-Tem Dixon seconded the motion to approve Ordinance No. 2020-84 canvassing the returns and declaring the results of the November 3, 2020, Local Option Election.

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

Adjourn.

The meeting was adjourned at 7:35 a.m. on Tuesday, November 17, 2020.

These minutes approved on the 8th day of December 2020.

APPROVED:

Ray Smith, Mayor

ATTEST:

Melissa Lee, Town Secretary

DRAFT



Prosper is a place where everyone matters.

Minutes
Prosper Town Council Meeting
 Council Chambers
 Prosper Town Hall
 250 W. First Street, Prosper, Texas
 Tuesday, November 24, 2020

Call to Order/ Roll Call.

The meeting was called to order at 5:45 p.m.

Council Members Present:

Mayor Ray Smith
 Mayor Pro-Tem Curry Vogelsang, Jr.
 Deputy Mayor Pro-Tem Jason Dixon
 Councilmember Marcus E. Ray
 Councilmember Craig Andres
 Councilmember Jeff Hodges
 Councilmember Meigs Miller

Staff Members Present:

Harlan Jefferson, Town Manager
 Terry Welch, Town Attorney
 Melissa Lee, Town Secretary
 Robyn Battle, Executive Director of Community Services
 Chuck Springer, Executive Director of Administrative Services
 Betty Pamplin, Finance Director
 January Cook, Purchasing Manager
 Rebecca Zook, Executive Director of Development & Infrastructure Services
 John Webb, Development Services Director
 Hulon Webb, Engineering Services Director
 Dan Heischman, Assistant Director of Engineering Services - Development
 Alex Glushko, Planning Manager
 Frank Jaromin, Director of Public Works
 Leigh Johnson, Director of Information Technology
 Dudley Raymond, Director of Parks and Recreation
 Doug Kowalski, Police Chief
 Stuart Blasingame, Fire Chief

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

Pastor John Fowler, First Presbyterian Church of Prosper, led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Mayor Pro-Tem Vogelsang read the announcements.

The Prosper Ladies Association is excited to sponsor their 7th annual Prosper Christmas Angels Program. A Christmas Angel Tree is located in the lobby of Town Hall. Please consider taking a Wish Tag from the tree and scan the QR code to help a Prosper ISD child or a senior citizen have

a Merry Christmas. Gift drop-off dates are December 7-9. More information is available at www.prosperchristmasangels.com

Cornerstone Assistance Network of North Central Texas is preparing for their Cornerstone Christmas event to provide gifts, trees, stockings, food, and new coats to families in need. Volunteers are needed to help with shopping, wrapping and stuffing stockings. Sign up to volunteer at www.cornerstonenct.org

Coserv and the Town of Prosper are partnering with Neighbors Nourishing Neighbors for a community food drive through December 15. Please drop off non-perishable food items in the lobby of Town Hall. A list of needed items is available on the Neighbors Nourishing Neighbors website at www.n3foodpantry.org

The Town Council appreciates those who are able to help fellow community members in need this holiday season.

Early Voting for the Senate District 30 Runoff Election will be held December 9th-December 15th. Election Day is December 19th. Prosper voters who live in Collin County may vote at Town Hall for Early Voting and Election Day. Denton County voters may vote at any Denton County early voting location, and at Aubrey City Hall on Election Day. Please check the Town's Facebook page, or the Collin County or Denton County Election websites for more information.

The Town Council would like to wish everyone a very happy Thanksgiving holiday.

Presentations.

1. Present Oaths of Office and Certificates of Election to Amy Bartley and Jeff Hodges. (ML)

Robyn Battle, Executive Director of Community Services, presented the Oaths of Office and Certificates of Election to Amy Bartley, elected to Town Council, Place 3, and Jeff Hodges, elected to Town Council, Place 5, at the General Election held on November 3, 2020.

2. Present a Proclamation and a Plaque of Appreciation to Mayor Pro-Tem Curry Vogelsang, Jr. (ML)

Mayor Smith presented the Proclamation and Plaque of Appreciation to outgoing Mayor Pro-Tem Curry Vogelsang, Jr. proclaiming November 24, 2020, as *Curry Vogelsang, Jr. Day* in the Town of Prosper for his generous contribution of time and talent and his servant leadership that will have a lasting impact on the Prosper community. Mr. Vogelsang thanked Town staff, the Town Council, and his family, for their love and support.

3. Presentation of a Proclamation and a Blue Star Flag to the family of a crew member of the SpaceX Crew Dragon who is currently deployed to the International Space Station. (RB)

Mayor Smith presented the Proclamation and Blue Star Flag to the family of Victor J. Glover, member of the SpaceX Crew Dragon, in honor of his service and to honor his family's sacrifice and service to our great county.

4. **Grant Summary and Review (KB),**

Betty Pamplin, Finance Director, discussed the Grant Committee and the Grant process. The Committees purpose, to increase the Town's opportunities and awareness of outside funding while enhancing the processes of the grant program. Mrs. Pamplin discussed the Committee's structure; quarterly meetings held the last Thursday of the month in the Finance Conference Room. Attendees will represent each department and be appointed by their department director. Emergency meetings may be scheduled in cases of short windows of opportunity.

Mrs. Pamplin reviewed the Grant process with the Town Council, and concluded with FY 20-21 pending applications for the Town of Prosper.

CONSENT AGENDA:

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5. **Consider and act upon the minutes from the November 10, 2020, Town Council Meeting. (ML)**
6. **Consider and act upon the minutes from the November 14, 2020, Town Council Special Called Meeting. (ML)**
7. **Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Valley View Consulting, L.L.C., and the Town of Prosper, Texas, related to Investment Advisory services. (BP)**
8. **Consider and act upon awarding RFP No. 2021-14-B for stop loss Insurance for Town self-insurance fund, effective January 1, 2021, and authorizing the Town Manager to execute all documents for the same. (JE)**
9. **Consider and act upon Resolution No. 2020-85 adopting the Town of Prosper 2021 Legislative Agenda. (RB)**
10. **Consider and act upon approving the purchase of one ambulance from Professional Ambulance Sales and Service, the Texas dealer for Horton Emergency Vehicles, through the Texas Local Government Purchasing Cooperative; and authorizing the Town Manager to execute related documents for the same. (SB)**
11. **Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement for the use of the Frisco radio communications system. (SB)**
12. **Consider and act on Ordinance No. 2020-86 amending Section 3.19.001, "Fence Requirements," of Article 3.19, "Fence Regulation," of Chapter 3, "Building Regulations," of the Town's Code of Ordinances by adding a new subsection regarding fencing on certain adjacent unplatted tracts. (JW)**

13. Consider and act upon authorizing the Town Manager to execute Contract Amendment #1 to the Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of the Fishtrap Road from Stuber Elementary School to the Dallas North Tollway project. (HW)
14. Consider and act upon authorizing the Town Manager to execute Contract Amendment #1 to the Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of the First Street from Coit Road to Custer Road project. (HW)
15. Consider and act upon awarding CSP No. 2021-16-B to Reliable Paving, Inc., related to construction services for the Coit Road at US 380 Paving and Striping Improvements project; and authorizing the Town Manager to execute a construction agreement for same. (HW)
16. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan. (AG)

Councilmember Ray made a motion and Councilmember Andres seconded the motion to approve Items 5 thru 16 on the Consent agenda.

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

CITIZEN COMMENTS

Chris Kern, 570 Abbey Lane, addressed the Town Council on Item 20, Discussion on Outdoor Lighting Standards, and the street lighting on Lovers Lane Road. Mr. Kern stated, as his property is adjacent to Lovers Lane Road, the lights are too high creating nighttime glare.

REGULAR AGENDA:

Items for Individual Consideration:

17. Consider and act upon approving Resolution No. 2020-87 supporting U.S. Highway 380 as a Controlled Access Highway and strongly opposing the consideration of the Gold or Brown Alternative Segment B alignments as presented by TxDOT on October 12 and 29, 2020, due to the negative impacts on existing and future development within the southeast quadrant of the Town of Prosper since the alternative alignments are inconsistent with the Town's Thoroughfare Plan and current alignment of said highway. (RZ)

Rebecca Zook, Executive Director of Development & Infrastructure Services, provided the Town Council an overview of Resolution 2020-87 supporting U.S. Highway 380 as a Controlled Access Highway and strongly opposing the consideration of the Gold or Brown Alternative Segment B alignments as presented by TxDOT on October 12 and 29, 2020.

TxDOT conducted a feasibility study regarding the identification for an alignment for the future Controlled Access Highway of U.S. Highway 380 that began in 2017 and

culminated in a formal report in March 2020. The Town of Prosper was heavily involved throughout the 3-year process by clearly identifying and supporting an alignment within the limits of the Town. As part of the Town's participation and in an effort to show support and cooperation, the Town passed four resolutions between April 2017 and May 2019, clearly identifying the preferred alignment within the Town's jurisdictional limits. At the completion of the U.S. 380 Collin County Feasibility Study Final Report and Implementation Plan referenced above and completed in March 2020, the Town was both pleased and satisfied with the recommended alignment represented within the report.

The Town recently participated in two meetings with TxDOT. The initial meeting on October 12, 2020, was an update and initiation meeting for the next phase in the process with TxDOT – US 380 Environmental Impact Statement from Coit Road to FM 1827 (EIS). The subsequent meeting was a formal Agency Scoping meeting held on October 29, 2020. In both meetings, the Town was introduced to the inclusion of a new corridor being studied by TxDOT within the boundaries of the Prosper limits – shown on the attached Exhibits (Entitled Gold Alternative and Brown Alternative Segment B Alignments). During the meeting, the Town representatives clearly expressed non-support for consideration of the new alignment(s), and reaffirmed the Town's position supporting the existing alignment of U.S. Highway 380 as shown on the Town's Thoroughfare Plan.

In addition to the Town's reaffirmation of the preferred and recommended alignment, the Town also shared information related to existing and future developments located within and along the new Segment B corridor. TxDOT representatives requested that the Town provide them with any information regarding existing and future developments within the corridor. On October 23, 2020, the Town provided the Prosper Development Map to TxDOT for their information and use. The Map identifies numerous developments under construction, designed or moving through the development/zoning process within or within the vicinity of the Segment B corridor.

The Town Council discussed the previous communication between Town staff and TxDOT, additionally, the structure of Resolution No. 2020-87.

After discussion, Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Ray seconded the motion to approve Resolution No. 2020-87 supporting U.S. Highway 380 as a Controlled Access Highway and strongly opposing the consideration of the Gold or Brown Alternative Segment B alignments as presented by TxDOT on October 12 and 29, 2020, due to the negative impacts on existing and future development within the southeast quadrant of the Town of Prosper since the alternative alignments are inconsistent with the Town's Thoroughfare Plan and current alignment of said highway.

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

Mayor Smith opened Item 18 and 19 concurrently.

- 18. Consider and act upon a Site Plan, Landscape Plan, and Façade Plan for an auto parts retail store (AutoZone), on 1.0± acre, located on the east side of Preston Road, north of Prosper Trail. The property is zoned Planned Development-68 (PD-68). (D20-0028). (AG)**

John Webb, Development Services Director, provided the Town Council information on the Site Plan, Landscape Plan, and Façade Plan for an auto parts retail store (AutoZone). At the October 13, 2020, meeting this item was tabled in order to allow additional time to evaluate the rear view and reorientation of the AutoZone building. At the November 10, 2020, meeting this item was tabled to the November 24, 2020, in order to consider additional architectural elements of the rear building elevation. Since the meeting, staff has provided the proposed elevations to the Town Architect in order to identify any potential additional architectural improvements. The Architect offered the following suggestions, 1) incorporation of an awning over the rear center windows, and 2) raising the parapet feature over the rear center windows.

Don Silverman representing MQ Properties discussed the landscaping and berms along Preston Road providing adequate screening of the rear elevation of the building. Mr. Silverman continued with presenting the Town Council line-of-sight exhibits depicting the look of the building from Preston Road.

After discussion, Council member Miller made a motion and Councilmember Andres seconded the motion to approve the Site Plan, Landscape Plan, and Façade Plan for the auto parts retail store (AutoZone), on 1.0± acre, located on the east side of Preston Road, north of Prosper Trail, subject to the following:

1. Approval of an amendment to the Development Agreement with MQ Prosper Retail regarding building orientation.
2. Any rear door facing Preston Road shall be painted a color consistent with the adjoining masonry materials.
3. The awnings on the back of the building shall be of the same materials and color as the front awnings.
4. At least two (2) additional mature trees shall be added the berm along Preston Road.
5. The window materials reflected on the Façade Elevations along Preston Road shall be dark tinted glass.
6. The Town-proposed parapet shall remain.

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

19. Consider and act upon authorizing the Town Manager to execute a First Amended Development Agreement between MQ Prosper Retail LLC and the Town of Prosper, Texas, related to the Shops at Prosper Trail retail development. (AG)

Councilmember Miller made a motion and Councilmember Andres seconded the motion to authorize the Town Manager to execute the First Amended Development Agreement between MQ Prosper Retail LLC and the Town of Prosper, Texas, related to the Shops at Prosper Trail retail development, subject to the following:

1. The Development Agreement shall reflect that any rear door facing Preston Road shall be painted a color consistent with the adjoining masonry materials.
2. The awnings on the back of the building shall be of the same materials and color as the front awnings.
3. At least two (2) additional mature trees shall be added the berm along Preston Road.

4. The window materials reflected on the Façade Elevations along Preston Road shall be dark tinted glass.
5. The Town-proposed parapet shall remain.

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

20. Discussion on Outdoor Lighting Standards. (JW)

John Webb, Development Services Director, discussed with the Council the Town's current outdoor lighting standards incorporated within Section 6, Chapter 4 of the Town's Zoning Ordinance. With the increase in the number of proposed playing and practice fields related to public and private schools, staff received direction to evaluate the Town's outdoor lighting standards related to these uses. Town staff suggested the following amendments for sports field lighting:

- Light poles for playing or performance area permitted at a maximum of 80 feet height.
- Glare control package required (louvers, shields, or similar devices).
- Shielded as to not cast direct light on adjacent properties.
- Light beams directed to playing or performance area.
- Lighting for playing or performance area extinguished by 10:00 pm or upon conclusion of final event, no new event shall start after 10:00 pm.
- Stadium-lit facility minimum of 500 feet from residential use (PISD Children's Health Stadium is 1,100 feet from nearest residential neighborhood).

In comparing the current standards, not related to sports field lighting, the standards are consistent with DFW area communities and provide protection for nearby residential properties. Standards which could be improved is the slight reduction of the maximum height of parking lot lighting from 30 feet to 25 feet. Additionally, the maximum height of light poles within 100 feet of a residential property is currently 20 feet. Staff recommends that any light poles within 50 feet of residential property be further reduced to a maximum of 15 feet.

The Town Council discussed low lumen light fixtures and the use of motion sensors on light fixtures. Also discussed, the Town of Prosper standards for the height of street lighting in relation to residential properties. The Town Council was in favor of the suggested amendments and urged staff to explore innovation to meet the challenges of sports field lighting and street lighting in relation to adjacent residential properties.

21. Discussion on the Town's Stormwater Drainage Management Program. (DH)

Dan Heischman, Assistant Director of Engineering Services – Development, discussed the Town's Stormwater Drainage Management Program as a follow up to the HOA Presidents Meeting that was held virtually on May 14, 2020. The meeting was attended by nineteen HOA representatives, as well as a few of the Council members. During the referenced meeting, staff discussed the Town's Stormwater Drainage Management Program as it relates to the Association's responsibilities regarding maintenance. Various attendees shared concerns and also asked specific questions regarding drainage channels or detention ponds within their communities.

Mr. Heischman discussed the various components of the Town's Stormwater Drainage Management Program, its evolution since inception in 2014, and what future improvements are planned.

Mayor Smith had questions on the Stormwater Utility Fee and the Town's use of the expenditures from it. The Town Council discussed future improvements to the 2017 Drainage Design Standards including the inclusion of standards for subdivision development to allow for adequate space to facilitate ongoing maintenance with equipment.

22. Update and give direction on the Downtown Monument located at Preston Road and Broadway Street. (DR)

Dudley Raymond, Director of Parks and Recreation, provided the Council an update on the Downtown Monument located at Preston Road and Broadway Street. Halff and Associates are progressing with the development of the construction drawings for the downtown monument, to be located at the corner of Preston Road and Broadway Street. They have submitted a 50% progress set to Texas Department of Transportation (TxDOT) for their review and comments.

Town staff has also been made aware that TxDOT will only allow two monuments per TxDOT on-system road per municipality. Staff is asking Council for direction on the following, which will allow the monument to meet TxDOT standards:

- Original – leave the monument as previously approved by Council, and do not install a monument at the northern end of Preston Road.
- Option A – rotate the monument so TxDOT considers it a monument for Broadway Street, and preserve the ability to construct a second monument on Preston Road.

With this direction from Council, the consultants will be able to complete the construction drawings and seek TxDOT approval. If this approval from TxDOT can occur prior to Christmas, it will allow the project to bid sooner than the original schedule. Halff and Staff continue to push this project in an effort to have it constructed prior to the original schedule, which had a final completion of August 2021.

The Town Council indicated that Option A, to rotate the monument so TxDOT considers it a monument for Broadway Street and preserve the ability to construct a second monument on Preston Road, was acceptable.

EXECUTIVE SESSION:

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

Section 551.087 - To discuss and consider economic development incentives.

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

Section 551-074 - To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.074 - To discuss and consider election of Mayor Pro-Tem and Deputy Mayor Pro-Tem.

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, and Planning & Zoning Commission.

The Town Council recessed into Executive Session at 8:08 p.m.

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

The Town Council reconvened the Regular Session at 9:25 p.m.

Councilmember Miller made a motion and Councilmember Hodges seconded the motion to nominate Jason Dixon as the Town of Prosper Mayor Pro-Tem, and Craig Andres as the Town of Prosper Deputy Mayor Pro-Tem.

The motion passed by a vote of 7 – 0.

Items for Individual Consideration:

24. Consider and act to authorize the Town Manager to execute a Development Agreement between BBG Investments, Inc., and the Town of Prosper, Texas, related to the Downtown Loft Multifamily development. (AG)

Mayor Pro-Tem Dixon made a motion and Councilmember Hodges seconded the motion to authorize the Town Manager to execute a Development Agreement between BBG Investments, Inc., and the Town of Prosper, Texas, related to the Downtown Loft Multifamily development, subject to the following:

1. Upon issuance of a building permit, the Developer shall pay the Town \$600,000.00 for costs or fees incurred by the Town, to be utilized as the Town in its discretion.
2. The Developer shall construct McKinley Street from 5th Street to the Goodwill site on Coleman Street and will receive roadway impact fee credits for the construction and in the event the cost of the roadway construction exceeds the amount of impact fee credits, the Developer shall be paid by the Town the excess amount.
3. In the event additional right-of-way must be acquired, the Developer and the Town shall work together in the acquisition of the right-of-way.
4. The Town will waive all (100%) water and wastewater impact fees.
5. The Town will waive all (100%) building permit fees.
6. The Developer agrees that its multifamily project shall have an assessed value of at least \$36 million the year following the issuance of a certificate of occupancy and in the event that does not occur, it shall constitute a breach of the development agreement and all fees waived shall constitute a lien on the property.
7. All park dedication fees and park improvement fees are waived by the Town.

8. All electric lines shall be underground except for those along the east side of the property and along the railroad tracks. Therefore, no overhead lines shall run on McKinley or street-facing buildings.
9. Drainage will be addressed by relocating detention requirements west of the railroad tracks, ultimately draining on the Town's public works facility site, as addressed in the agenda packet.
10. All structures on the property shall be constructed in accordance with an exhibit attached to the development agreement, and there shall be fencing on the west side of the property along railroad right-of-way.
11. The development agreement shall have an expiration date 10 years from the date of execution.
12. Finally, the development agreement shall contain the Town's standard development agreement provisions addressing legal issues such as sovereign immunity, notices, default provisions, savings clauses, rough proportionality, exactions, and indemnification, among others.

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

- 23. Consider and act upon Ordinance No. 2020-88 rezoning 10.0± acres from Downtown Commercial (DTC) to Planned Development-Multifamily (PD-MF), located on the northeast corner of Fifth Street and the BNSF Railroad. (Z20-0005). (AG)**

Councilmember Miller made a motion and Councilmember Ray seconded the motion to approve Ordinance No. 2020-88 rezoning 10.0± acres from Downtown Commercial (DTC) to Planned Development-Multifamily (PD-MF), located on the northeast corner of Fifth Street and the BNSF Railroad. (Z20-0005).

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

- 25. Consider and act upon Ordinance No. 2020-89 repealing Ordinance No. 2020-05 and adopting a new Neighborhood Empowerment Zone Number 1 to promote economic development in the Zone. (AG)**

Councilmember Ray made a motion and Deputy Mayor Pro-Tem Andres seconded the motion to approve Ordinance No. 2020-89 repealing Ordinance No. 2020-05 and adopting a new Neighborhood Empowerment Zone Number 1 to promote economic development in the Zone.

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

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

Deputy Mayor Pro-Tem Dixon requested a future meeting topic regarding Town Council Subcommittee membership at the December 8, 2020, Town Council meeting.

Adjourn.

The meeting was adjourned at 9:31 p.m. on Tuesday, November 24, 2020.

These minutes approved on the 8th day of December 2020.

APPROVED:

Ray Smith, Mayor

ATTEST:

Melissa Lee, Town Secretary

DRAFT



MONTHLY FINANCIAL REPORT as of October 31, 2020 Budgetary Basis

Prepared by
Finance Department

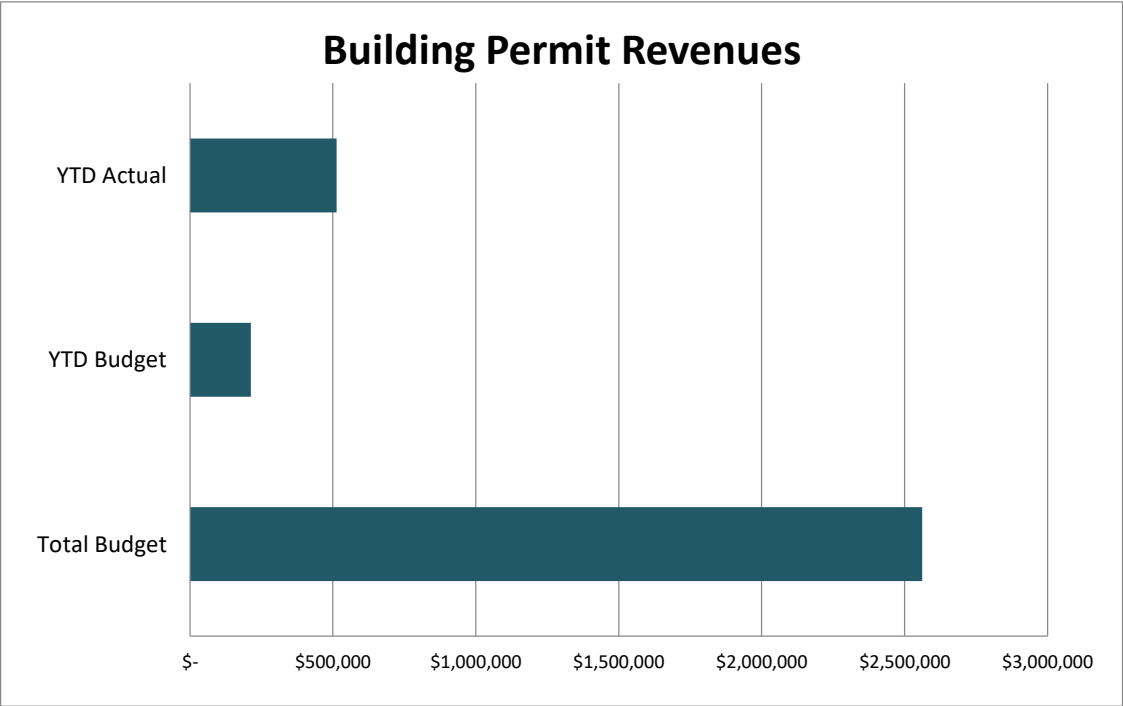
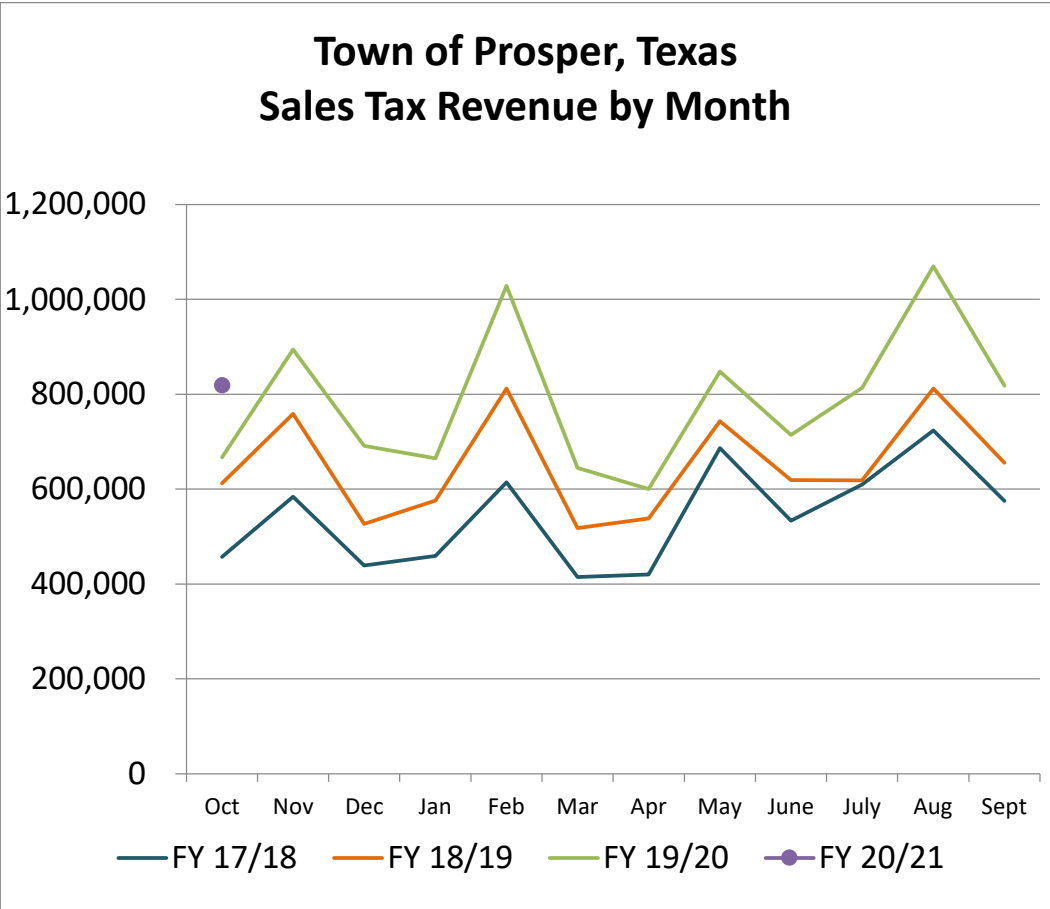
December 8, 2020

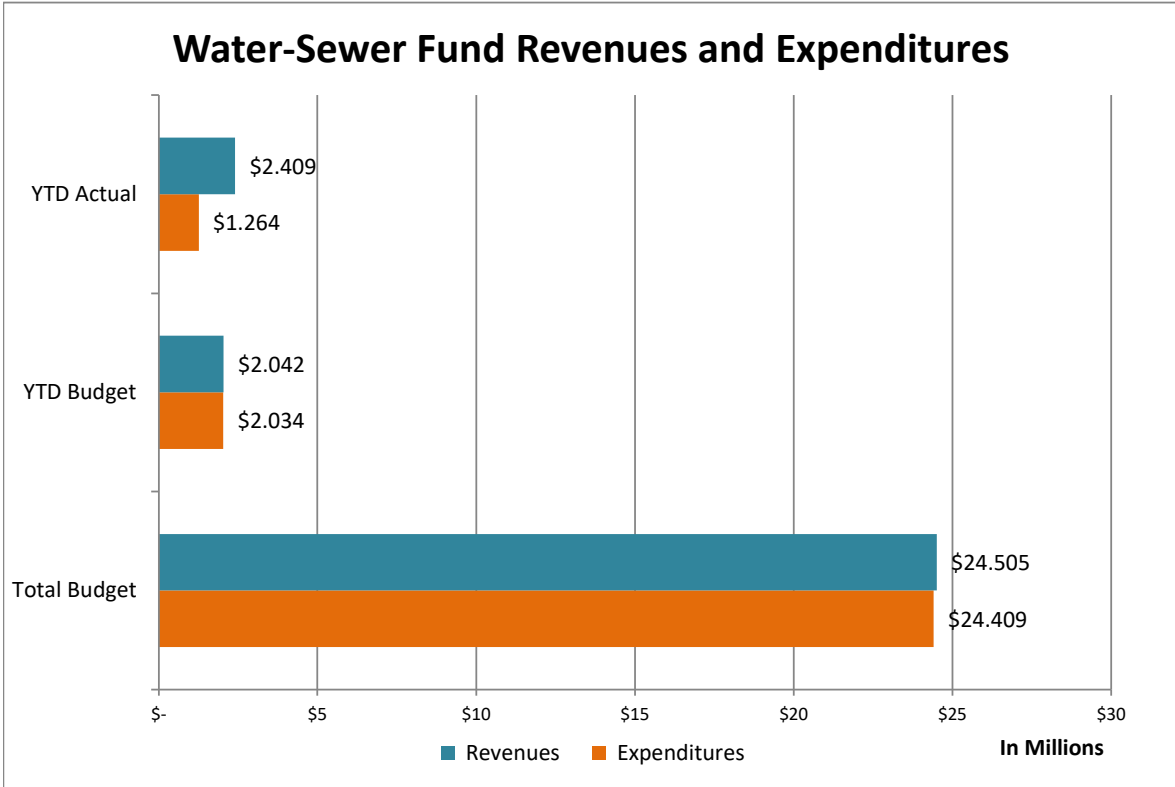
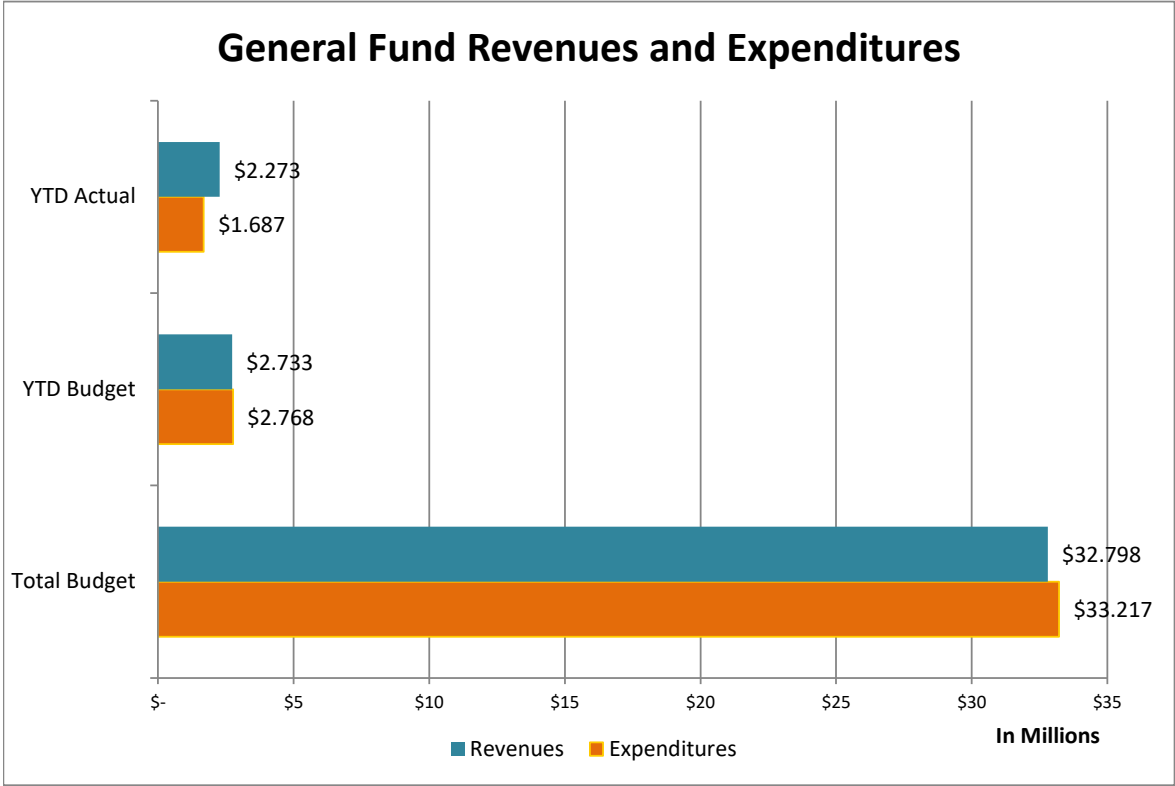
TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT OCTOBER 2020

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TOWN OF PROSPER, TEXAS
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GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 18,236,167	\$ -	\$ 18,236,167	\$ 363,292	\$ -	\$ 17,872,875	2%	1	\$ 471,183	-23%
Sales Taxes	5,733,141	-	5,733,141	506,670	-	5,226,471	9%		410,633	23%
Franchise Fees	1,792,875	-	1,792,875	278,805	-	1,514,070	16%		28,407	881%
Building Permits	2,561,400	-	2,561,400	513,134	-	2,048,266	20%		308,707	66%
Other Licenses, Fees & Permits	1,003,700	-	1,003,700	297,544	-	706,156	30%		130,883	127%
Charges for Services	842,425	-	842,425	25,738	-	816,688	3%		32,584	-21%
Fines & Warrants	400,000	-	400,000	18,874	-	381,126	5%		36,563	-48%
Intergovernmental Revenue (Grants)	414,672	100,000	514,672	98,672	-	416,000	19%		841	11638%
Investment Income	85,000	-	85,000	28,546	-	56,454	34%		22,811	25%
Transfers In	1,071,820	-	1,071,820	89,318	-	982,502	8%		82,424	8%
Miscellaneous	345,200	-	345,200	22,618	-	322,582	7%		4,324	423%
Park Fees	212,000	-	212,000	29,462	-	182,538	14%		17,931	64%
Total Revenues	\$ 32,698,400	\$ 100,000	\$ 32,798,400	\$ 2,272,673	\$ -	\$ 30,525,727	7%		\$ 1,547,291	47%
EXPENDITURES										
Administration	\$ 5,598,394	\$ 527,000	\$ 6,125,394	\$ 234,248	\$ 167,503	\$ 5,723,643	7%	2	\$ 251,843	-7%
Police	5,997,484	100,000	6,097,484	355,127	14,839	5,727,518	6%		287,389	24%
Fire/EMS	7,713,465	-	7,713,465	496,241	133,690	7,083,535	8%		457,330	9%
Public Works	3,272,379	-	3,272,379	72,764	26,874	3,172,741	3%		1,380,837	-95%
Community Services	4,605,459	-	4,605,459	253,785	127,818	4,223,856	8%		260,009	-2%
Development Services	3,371,304	-	3,371,304	157,101	8,492	3,205,711	5%		141,967	11%
Engineering	2,031,806	-	2,031,806	117,387	14,500	1,899,919	6%		61,877	90%
Total Expenses	\$ 32,590,291	\$ 627,000	\$ 33,217,291	\$ 1,686,653	\$ 493,716	\$ 31,036,923	7%		\$ 2,841,253	-41%
REVENUE OVER (UNDER) EXPENDITURES	\$ 108,109	\$ (527,000)	\$ (418,891)	\$ 586,020					\$ (1,293,961)	
Beginning Fund Balance October 1-Unassigned/Unrestricted*			12,653,021	12,653,021					8,139,265	
Ending Fund Balance			\$ 12,234,130	\$ 13,239,041					\$ 6,845,304	

- Notes
- Property taxes are billed in October and the majority of collections occur December through February.
 - Budget amendment for the purchase of real property.
- * Unaudited Fund Balance to be updated after the FY20 annual audit is completed.

TOWN OF PROSPER, TEXAS
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WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	\$ 14,203,322	\$ -	\$ 14,203,322	\$ 1,496,599	\$ -	\$ 12,706,723	11%		\$ 1,651,590	-9%
Sewer Charges for Services	8,012,010	-	8,012,010	668,011	-	7,343,999	8%		627,531	6%
Sanitation Charges for Services	1,527,500	-	1,527,500	127,727	-	1,399,773	8%		115,301	11%
Licenses, Fees & Permits	172,500	-	172,500	21,056	-	151,444	12%		18,495	14%
Utility Billing Penalties	112,000	-	112,000	-	-	112,000	0%	1	(533)	-100%
Investment Income	55,000	-	55,000	14,782	-	40,218	27%		20,786	-29%
Other	422,361	-	422,361	81,211	-	341,150	19%		62,866	29%
Total Revenues	\$ 24,504,693	\$ -	\$ 24,504,693	\$ 2,409,386	\$ -	\$ 22,095,307	10%		\$ 2,496,036	-3%
EXPENDITURES										
Administration	\$ 2,615,646	\$ -	\$ 2,615,646	\$ 76,562	\$ -	2,539,084	3%		\$ 167,654	-54%
Debt Service	3,701,269	-	3,701,269	-	-	3,701,269	0%		-	
Water Purchases	6,681,709	-	6,681,709	564,152	-	6,117,557	8%		433,852	30%
Public Works	11,410,264	-	11,410,264	623,261	53,722	10,733,281	6%		3,787,572	-84%
Total Expenses	\$ 24,408,888	\$ -	\$ 24,408,888	\$ 1,263,974	\$ 53,722	\$ 23,091,192	5%		\$ 4,389,079	-71%
REVENUE OVER (UNDER) EXPENDITURES	\$ 95,805	\$ -	\$ 95,805	\$ 1,145,412					\$ (1,893,043)	
Beginning Working Capital October 1*			7,787,022	7,787,022					7,869,816	
Ending Working Capital			<u>\$ 7,882,827</u>	<u>\$ 8,932,434</u>					<u>\$ 5,976,773</u>	

Notes

1 Customer penalties are currently being waived due to COVID-19.

* Unaudited Fund Balance to be updated after the FY20 annual audit is completed.

TOWN OF PROSPER, TEXAS
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WATER-SEWER FUND

	Oct-20		Oct-19		Growth %
	WATER	SEWER	WATER	SEWER	Change
# of Accts Residential	9,602	8,909	8,533	7,849	13.00%
# of Accts Commercial	353	314	355	274	6.04%
Consumption-Residential	136,383,650	54,581,574	161,253,260	54,495,791	-11.49%
Consumption-Commercial	50,907,760	10,821,530	53,385,100	10,773,620	-3.79%
Average Residential Water Consumption	14,204		18,898		-24.84%
Billed (\$) Residential	911,239.05	518,406.53	1,089,987.26	491,573.59	-16.40%
Billed (\$) Commercial	464,772.00	97,444.08	482,773.55	96,089.34	-3.73%
Total Billed (\$)	1,376,011.05	\$ 615,850.61	\$ 1,572,760.81	\$ 587,662.93	-7.80%

	Average Monthly	Average Cumulative
October	10.0%	10.0%
November	6.4%	16.4%
December	5.3%	21.7%
January	4.5%	26.2%
February	4.4%	30.6%
March	4.4%	35.0%
April	6.1%	41.1%
May	7.5%	48.5%
June	10.3%	58.9%
July	11.9%	70.8%
August	15.5%	86.3%
September	13.7%	100.0%

Rainfall	Average rainfall for October is 4.21			
	Year	Month	Year	Month
	Nov-19	1.80	Nov-18	0.86
	Dec-19	1.17	Dec-18	4.55
	Jan-20	5.00	Jan-19	1.58
	Feb-20	3.88	Feb-19	1.29
	Mar-20	6.75	Mar-19	2.01
	Apr-20	1.90	Apr-19	6.75
	May-20	7.54	May-19	8.15
	Jun-20	5.35	Jun-19	4.13
	Jul-20	2.31	Jul-19	0.78
	Aug-20	1.28	Aug-19	2.44
	Sep-20	3.87	Sep-19	Trace of rain
	Oct-20	1.74	Oct-19	4.42

TOWN OF PROSPER, TEXAS
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DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	\$ -	\$ -	\$ -	\$ (76)	\$ -	\$ 76			\$ 30,353	-100%
Property Taxes-Current	7,549,503	-	7,549,503	150,670	-	7,398,833	2%	1	161,404	-7%
Taxes-Penalties	-	-	-	121	-	(121)			5,542	-98%
Interest Income	45,000	-	45,000	5,889	-	39,111	13%		8,124	-28%
Total Revenues	\$ 7,594,503	\$ -	\$ 7,594,503	\$ 156,604	\$ -	\$ 7,437,899	2%		\$ 205,423	-24%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
2012 GO Bond Payment	195,000	-	195,000	-	-	195,000	0%		-	
2013 GO Refunding Bond	170,000	-	170,000	-	-	170,000	0%		-	
Bond Administrative Fees	20,000	-	20,000	-	-	20,000	0%		-	
2014 GO Bond Payment	285,000	-	285,000	-	-	285,000	0%		-	
2015 GO Bond Payment	463,700	-	463,700	-	-	463,700	0%		-	
2015 CO Bond Payment	440,000	-	440,000	-	-	440,000	0%		-	
2016 GO Debt Payment	625,500	-	625,500	-	-	625,500	0%		-	
2016 CO Debt Payment	55,000	-	55,000	-	-	55,000	0%		-	
2017 CO Debt Payment	410,000	-	410,000	-	-	410,000	0%		-	
2018 GO Debt Payment	135,000	-	135,000	-	-	135,000	0%		-	
2018 CO Debt Payment	175,000	-	175,000	-	-	175,000	0%		-	
2019 CO Debt Payment	366,177	-	366,177	-	-	366,177	0%		-	
2019 GO Debt Payment	150,000	-	150,000	-	-	150,000	0%		-	
2020 CO Debt Payment	805,000	-	805,000	-	-	805,000	0%		-	
Bond Interest Expense	3,404,364	-	3,404,364	-	-	3,404,364	0%		-	
Total Expenditures	\$ 7,699,741	\$ -	\$ 7,699,741	\$ -	\$ -	\$ 7,699,741	0%		\$ -	
REVENUE OVER (UNDER) EXPENDITURES	\$ (105,238)	\$ -	\$ (105,238)	\$ 156,604					\$ 205,423	
Beginning Fund Balance October 1*			2,662,455	2,662,455					2,558,230	
Ending Fund Balance Current Month			<u>\$ 2,557,217</u>	<u>\$ 2,819,059</u>					<u>\$ 2,763,653</u>	

Notes

1 Property taxes are billed in October and the majority of collections occur December through February.

* Unaudited Fund Balance to be updated after the FY20 annual audit is completed.

TOWN OF PROSPER, TEXAS
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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 1,564,807	\$ -	\$ 1,564,807	\$ 134,774	\$ -	\$ 1,430,033	9%		\$ 107,629	25%
Interest Income	300	-	300	109	-	191	36%		-	
Other	-	-	-	-	-	-			-	
Total Revenue	\$ 1,565,107	\$ -	\$ 1,565,107	\$ 134,883	\$ -	\$ 1,430,224	9%		\$ 107,629	25%
EXPENDITURES										
Personnel	\$ 1,425,708	\$ -	\$ 1,425,708	\$ 108,316	\$ -	\$ 1,317,392	8%		\$ 64,188	69%
Other	-	-	-	-	-	-			-	
Total Expenditures	\$ 1,425,708	\$ -	\$ 1,425,708	\$ 108,316	\$ -	\$ 1,317,392	8%		\$ 64,188	69%
REVENUE OVER (UNDER) EXPENDITURES	\$ 139,399	\$ -	\$ 139,399	\$ 26,566					\$ 43,440	
Beginning Fund Balance October 1*			257,688	257,688					-	
Ending Fund Balance Current Month			<u>\$ 397,087</u>	<u>\$ 284,254</u>					<u>\$ 43,440</u>	

Notes
 * Unaudited Fund Balance to be updated after the FY20 annual audit is completed

TOWN OF PROSPER, TEXAS
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FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES SEPCIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 1,564,807	\$ -	\$ 1,564,807	\$ 134,611	\$ -	\$ 1,430,196	9%		\$ 107,514	25%
Interest Income	-	-	-	-	-	-			-	
Other	-	-	-	-	-	-			-	
Total Revenue	\$ 1,564,807	\$ -	\$ 1,564,807	\$ 134,611	\$ -	\$ 1,430,196	9%		\$ 107,514	25%
EXPENDITURES										
Personnel	\$ 1,490,812	\$ -	\$ 1,490,812	\$ 113,798	\$ -	\$ 1,377,014	8%		\$ 77,383	47%
Other	-	-	-	-	-	-			-	
Total Expenditures	\$ 1,490,812	\$ -	\$ 1,490,812	\$ 113,798	\$ -	\$ 1,377,014	8%		\$ 77,383	47%
REVENUE OVER (UNDER) EXPENDITURES	\$ 73,995	\$ -	\$ 73,995	\$ 20,812					\$ 30,130	
Beginning Fund Balance October 1*			159,093	159,093					-	
Ending Fund Balance Current Month			<u>\$ 233,088</u>	<u>\$ 179,905</u>					<u>\$ 30,130</u>	

Notes
 * Unaudited Fund Balance to be updated after the FY20 annual audit is completed

**TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 8.33%**

VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-		\$ -	
Other Reimbursements	139,000	-	139,000	-	-	139,000	0%		220	-100%
Interest Income	20,000	-	20,000	8,234	-	11,766	41%		8,881	-7%
Transfers In	1,478,505	-	1,478,505	123,209	-	1,355,296	8%		168,557	-27%
Total Revenue	\$ 1,637,505	\$ -	\$ 1,637,505	\$ 131,443	\$ -	\$ 1,506,062	8%		\$ 177,657	-26%
EXPENDITURES										
Vehicle Replacement	\$ 861,946	\$ -	\$ 861,946	\$ -	\$ 442,550	\$ 419,396	51%	1	\$ -	
Equipment Replacement	436,559	-	436,559	-	-	436,559	0%		-	
Technology Replacement	99,080	-	99,080	-	9,764	89,316	10%	1	-	
Total Expenditures	\$ 1,397,585	\$ -	\$ 1,397,585	\$ -	\$ 452,314	\$ 945,271	32%		\$ -	
REVENUE OVER (UNDER) EXPENDITURES	\$ 239,920	\$ -	\$ 239,920	\$ 131,443					\$ 177,657	
Beginning Fund Balance October 1*			3,854,051	3,854,051					2,337,780	
Ending Fund Balance Current Month			<u>\$ 4,093,971</u>	<u>\$ 3,985,494</u>					<u>\$ 2,515,437</u>	

Notes

1 Funds have been encumbered for this year's replacement vehicles, equipment, or technology.

* Unaudited Fund Balance to be updated after the FY20 annual audit is completed

TOWN OF PROSPER, TEXAS
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STORM DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	\$ 705,000	\$ -	\$ 705,000	\$ 58,128	\$ -	\$ 646,872	8%		\$ 53,581	8%
Drainage Review Fee	6,000	-	6,000	-	-	6,000	0%		-	-
Interest Income	4,200	-	4,200	1,210	-	2,990	29%		1,255	-4%
Other Revenue	-	-	-	-	-	-	-		-	-
Total Revenue	\$ 715,200	\$ -	\$ 715,200	\$ 59,338	\$ -	\$ 655,862	8%		\$ 54,836	8%
EXPENDITURES										
Personnel Services	\$ 171,051	\$ -	\$ 171,051	\$ 10,041	\$ -	\$ 161,010	6%		\$ 9,347	7%
Debt Service	245,592	-	245,592	-	-	245,592	0%		-	-
Operating Expenditures	26,700	-	26,700	9	-	26,691	0%		161	-94%
Transfers Out	104,926	-	104,926	8,744	-	96,182	8%		8,345	5%
Total Expenses	\$ 548,269	\$ -	\$ 548,269	\$ 18,794	\$ -	\$ 529,475	3%		\$ 17,852	5%
REVENUE OVER (UNDER) EXPENDITURES	\$ 166,931	\$ -	\$ 166,931	\$ 40,544					\$ 36,984	
Beginning Working Capital October 1*			790,262	790,262					151,834	
Ending Working Capital Current Month			<u>\$ 957,193</u>	<u>\$ 830,806</u>					<u>\$ 188,818</u>	

Notes
 * Unaudited Fund Balance to be updated after the FY20 annual audit is completed

TOWN OF PROSPER, TEXAS
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PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication-Fees	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000	0%		\$ -	
Park Improvements	100,000	-	100,000	-	-	100,000	0%		-	
Contributions/Grants	500,000	-	500,000	-	-	500,000	0%		-	
Interest-Park Dedication	8,000	-	8,000	3,177	-	4,823	40%		4,408	-28%
Interest-Park Improvements	7,500	-	7,500	2,488	-	5,012	33%		3,974	-37%
Total Revenue	\$ 815,500	\$ -	\$ 815,500	\$ 5,665	\$ -	\$ 809,835	1%		\$ 8,382	-32%
EXPENDITURES										
Developer Reimbursement-Park Imp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
Hike & Bike Master Plan	-	-	-	-	-	-			-	
Cockrell Park Trail Connection	510,799	-	510,799	-	-	510,799	0%		-	
Hays Park	395,456	-	395,456	-	-	395,456	0%		(14,456)	-100%
Pecan Grove H&B Trail	30,000	-	30,000	-	-	30,000	0%		-	
Pecan Grove	610,000	-	610,000	-	-	610,000	0%		-	
Capital	250,000	-	250,000	-	-	250,000	0%		(14,456)	
Transfers Out	-	-	-	-	-	-			-	
Total Expenses	\$ 1,796,255	\$ -	\$ 1,796,255	\$ -	\$ -	\$ 1,796,255	0%		\$ (28,912)	-100%
REVENUE OVER (UNDER) EXPENDITURES	\$ (980,755)	\$ -	\$ (980,755)	\$ 5,665					\$ 37,294	
Beginning Fund Balance October 1*			2,673,326	2,673,326					1,857,785	
Ending Fund Balance Current Month			<u>\$ 1,692,571</u>	<u>\$ 2,678,991</u>					<u>\$ 1,895,079</u>	

Notes
 * Unaudited Fund Balance to be updated after the FY20 annual audit is completed

TOWN OF PROSPER, TEXAS
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TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 209,368	-100%
Wastewater Impact Fees	-	-	-	-	-			132,066	-100%
East Thoroughfare Impact Fees	1,000,000	-	1,000,000	-	1,000,000	0%		450,609	-100%
Property Taxes - Town (Current)	554,473	-	554,473	-	554,473	0%		-	
Property Taxes - Town (Rollback)	-	-	-	-	-			-	
Property Taxes - County (Current)	133,249	-	133,249	-	133,249	0%		-	
Sales Taxes - Town	562,344	-	562,344	42,778	519,566	8%		40,898	5%
Sales Taxes - EDC	470,962	-	470,962	35,826	435,136	8%		34,252	5%
Investment Income	2,000	-	2,000	434	1,566	22%		2,912	-85%
Transfer In	-	-	-	-	-			-	
Total Revenue	\$ 2,723,028	\$ -	\$ 2,723,028	\$ 79,038	\$ 2,643,990	3%		\$ 870,105	-91%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -			-	
Developer Rebate	2,723,028	-	2,723,028	-	2,723,028	0%		-	
Transfers Out	-	-	-	-	-			-	
Total Expenses	\$ 2,723,028	\$ -	\$ 2,723,028	\$ -	\$ 2,723,028	0%		\$ -	
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 79,038				\$ 870,105	
Beginning Fund Balance October 1*			280,458	280,458				213,282	
Ending Fund Balance Current Month			<u>\$ 280,458</u>	<u>\$ 359,496</u>				<u>\$ 1,083,387</u>	

Notes
 * Unaudited Fund Balance to be updated after the FY20 annual audit is completed.

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 Expected Year to Date Percent 8.33%

TIRZ #2 - MATTHEWS SOUTHWEST

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
West Thoroughfare Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
Property Taxes - Town (Current)	10,350	-	10,350	-	10,350	0%		-	
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	
Property Taxes - County (Current)	2,487	-	2,487	-	2,487	0%		-	
Sales Taxes - Town	10	-	10	-	10	0%		2	-100%
Sales Taxes - EDC	10	-	10	-	10	0%		2	-100%
Investment Income	150	-	150	54	96	36%		80	-33%
Total Revenue	\$ 13,007	\$ -	\$ 13,007	\$ 54	\$ 12,953	0%		\$ 84	-36%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
Developer Rebate	13,007	-	13,007	-	13,007			-	
Transfers Out	-	-	-	-	-			-	
Total Expenditures	\$ 13,007	\$ -	\$ 13,007	\$ -	\$ 13,007			\$ -	
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 54				\$ 84	
Beginning Fund Balance October 1*			25,315	25,315				25,922	
Ending Fund Balance Current Month			<u>\$ 25,315</u>	<u>\$ 25,369</u>				<u>\$ 26,006</u>	

Notes
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WATER IMPACT FEES FUND

Project	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES									
Impact Fees Water	\$ 2,500,000	\$ -	\$ 2,500,000	\$ 577,581					
Interest	12,000	-	12,000	10,674					
Total Revenues	\$ 2,512,000	\$ -	\$ 2,512,000	\$ 588,255					
EXPENDITURES									
Developer Reimbursements									
Parks at Legacy Developer Reimb	140,000	140,000	-	140,000	-	-	140,000	140,000	
Star Trail Developer Reimb	300,000	300,000	-	300,000	-	-	300,000	300,000	
TVG Windsong Developer Reimb	400,000	400,000	-	400,000	-	-	400,000	400,000	
Total Developer Reimbursements	\$ 840,000	\$ 840,000	\$ -	\$ 840,000	\$ -	\$ -	\$ 840,000	\$ -	\$ 840,000
Capital Expenditures									
County Line Elevated Storage	626,147	-	-	-	-	-	626,147	-	Construction 95% complete
Lower Pressure Plane Easements	1,000,000	1,000,000	-	1,000,000	-	-	626,147	373,853	
24" Water Line County Line EST/DNT	1,004,850	-	-	-	-	-	894,437	110,413	Project complete
Total Projects	\$ 2,630,997	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 2,146,731	\$ 484,266	
Total Expenditures	\$ 3,470,997	\$ 1,840,000	\$ -	\$ 1,840,000	\$ -	\$ -	\$ 840,000	\$ 2,146,731	\$ 1,324,266
REVENUE OVER (UNDER) EXPENDITURES			\$ 672,000	\$ 588,255					
Beginning Fund Balance October 1*			4,393,102	4,393,102					
Ending Fund Balance Current Month			\$ 5,065,102	\$ 4,981,357					

Notes

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WASTEWATER IMPACT FEES FUND

Project	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES									
Impact Fees Wastewater	\$ 850,000	\$ -	\$ 850,000	\$ 220,013					
Interest	12,000	-	12,000	7,039					
Upper Trinity Equity Fee	200,000	-	200,000	44,500					
Total Revenues	<u>\$ 1,062,000</u>	<u>\$ -</u>	<u>\$ 1,062,000</u>	<u>\$ 271,552</u>					
EXPENDITURES									
Developer Reimbursements									
TVG Westside Utility Developer Reimb	250,000	250,000	-	250,000	-	-	250,000	250,000	
Prosper Partners Utility Developer Reimb	200,000	200,000	-	200,000	-	-	200,000	200,000	
Frontier Estates Developer Reimb	50,000	50,000	-	50,000	-	-	50,000	50,000	
LaCima Developer Reimb	50,000	50,000	-	50,000	-	-	50,000	50,000	
Brookhollow Developer Reimb	25,000	25,000	-	25,000	-	-	25,000	25,000	
TVG Windsong Developer Reimb	200,000	200,000	-	200,000	-	-	200,000	200,000	
All Storage Developer Reimb	15,000	15,000	-	15,000	-	-	15,000	15,000	
Legacy Garden Developer Reimb	100,000	100,000	-	100,000	-	-	100,000	100,000	
Total Developer Reimbursements	<u>\$ 890,000</u>	<u>\$ 890,000</u>	<u>\$ -</u>	<u>\$ 890,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 890,000</u>	<u>\$ -</u>	<u>\$ 890,000</u>
Capital Expenditures									
Doe Branch Parallel Interceptor	5,000,000	1,500,000	-	1,500,000	-	-	1,500,000	1,500,000	
Total Projects	<u>\$ 5,000,000</u>	<u>\$ 1,500,000</u>	<u>\$ -</u>	<u>\$ 1,500,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,500,000</u>	<u>\$ -</u>	<u>\$ 1,500,000</u>
Total Expenditures	<u>\$ 5,890,000</u>	<u>\$ 2,390,000</u>	<u>\$ -</u>	<u>\$ 2,390,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,390,000</u>	<u>\$ -</u>	<u>\$ 2,390,000</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ (1,328,000)	\$ 271,552					
Beginning Fund Balance October 1*			3,054,097	3,054,097					
Ending Fund Balance Current Month			<u>\$ 1,726,097</u>	<u>\$ 3,325,649</u>					

Notes

* Unaudited Fund Balance to be updated after the FY20 annual audit is completed.

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THOROUGHFARE IMPACT FEES FUND

Project	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES									
East Thoroughfare Impact Fees	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 181,677					
East Thoroughfare Other Revenue	-	-	-	-					
West Thoroughfare Impact Fees	2,500,000	-	2,500,000	421,369					
West Thoroughfare Other Revenue	-	-	-	-					
Interest-East Thoroughfare Impact Fees	8,000	-	8,000	5,025					
Interest-West Thoroughfare Impact Fees	10,000	-	10,000	8,896					
Total Revenues	\$ 3,518,000	\$ -	\$ 3,518,000	\$ 616,967					
EXPENDITURES									
East									
Developer Reimbursement - Tanners Mill	300,000	300,000	-	300,000	-	-	300,000	-	300,000
Prosper Trail (Coit-Custer)	810,000	-	-	-	-	-	610,000	200,000	Construction 5% complete
Coit Road (First-Frontier)	1,289,900	-	-	364,124	-	364,124	-	925,776	0 Design 90% complete
FM 1461 (SH289-CR 165)	175,000	175,000	-	175,000	-	-	175,000	-	175,000
Coleman Median Landscape (Talon-Victory)	350,000	350,000	-	350,000	-	-	350,000	-	350,000
Traffic Signal - Coit & Richland	298,196	298,196	-	298,196	12,596	98,526	187,074	50,682	136,392
Total East	\$ 3,223,096	\$ 1,123,196	\$ -	\$ 1,487,320	\$ 12,596	\$ 462,650	\$ 1,012,074	\$ 1,586,458	\$ 1,161,393
West									
Parks at Legacy Developer Reimb	300,000	300,000	-	300,000	-	-	300,000	-	300,000
Star Trail Developer Reimb	1,000,000	1,000,000	-	1,000,000	-	-	1,000,000	-	1,000,000
Tellus Windsong Developer Reimb	1,250,000	1,250,000	-	1,250,000	-	-	1,250,000	-	1,250,000
Legacy Garden Developer Reimb	75,000	75,000	-	75,000	-	-	75,000	-	75,000
Cook Lane (First - End)	1,525,000	667,822	-	667,822	-	480,611	187,211	746,246	298,143
Traffic Signal - Fishtrap & Teel	400,000	400,000	-	400,000	-	286,329	113,671	111,489	2,182
Traffic Signal - Fishtrap & Gee	300,000	205,658	-	205,658	-	50,890	154,768	43,452	205,658
Traffic Signal - Fishtrap/Artesia	237,500	237,500	-	237,500	-	-	237,500	-	237,500
Teel - 380 Intersection Improvements	100,000	275,000	-	275,000	-	54,017	220,983	41,968	4,015
Total West	\$ 5,187,500	\$ 4,410,980	\$ -	\$ 4,410,980	\$ -	\$ 871,847	\$ 3,539,133	\$ 943,155	\$ 3,372,498
Total Expenditures	\$ 8,410,596	\$ 5,534,176	\$ -	\$ 5,898,300	\$ 12,596	\$ 1,334,497	\$ 4,551,207	\$ 2,529,613	\$ 4,533,891
REVENUE OVER (UNDER) EXPENDITURES			\$ (2,380,300)	\$ 604,371					
Beginning Fund Balance October 1*			4,614,984	4,614,984					
Ending Fund Balance Current Month			\$ 2,234,684	\$ 5,219,355					

Notes
 * Unaudited Fund Balance to be updated after the FY20 annual audit is completed.

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SPECIAL REVENUE FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Obligated	Change from Prior Year
Police Donation Revenue	\$ 13,500	\$ -	\$ 13,500	\$ 1,122	\$ -	\$ 12,378	8%		\$ 1,092	3%
Fire Donation Revenue	13,500	-	13,500	1,141	-	12,359	8%		1,114	2%
Child Safety Revenue	10,000	-	10,000	407	-	9,593	4%		411	-1%
Court Security Revenue	7,000	-	7,000	720	-	6,280	10%		765	-6%
Court Technology Revenue	8,200	-	8,200	608	-	7,592	7%		1,020	-40%
Interest Income	2,400	-	2,400	1,017	-	1,383	42%		1,062	-4%
Interest Income CARES Funds	-	-	-	901	-	(901)			-	
Tree Mitigation	-	-	-	-	-	-			-	
Miscellaneous	-	-	-	-	-	-			-	
CARES Funds	-	-	-	-	-	-			-	
Transfer In	-	-	-	-	-	-			-	
Total Revenue	\$ 54,600	\$ -	\$ 54,600	\$ 5,915	\$ -	\$ 48,685	11%		\$ 5,464	8%
EXPENDITURES										
LEOSE Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
Court Technology Expense	25,700	-	25,700	-	-	25,700	0%		-	
Court Security Expense	18,528	-	18,528	-	-	18,528	0%		695	-100%
Police Donation Expense	12,018	-	12,018	-	-	12,018	0%		-	
Fire Donation Expense	5,000	-	5,000	-	-	5,000	0%		-	
Child Safety Expense	5,000	-	5,000	-	-	5,000	0%		-	
Tree Mitigation Expense	200,000	-	200,000	-	-	200,000	0%		-	
Police Seizure Expense	5,000	-	5,000	-	-	5,000	0%		-	
CARES Collin County	-	-	709,576	76,520	42,392	590,664	17%		-	
CARES Denton County	-	-	-	-	-	-			-	
CARES HHS	-	-	-	-	-	-			-	
Total Expenses	\$ 271,246	\$ -	\$ 980,822	\$ 76,520	\$ 42,392	\$ 861,910	8%		\$ 695	10910%
REVENUE OVER (UNDER) EXPENDITURES	\$ (216,646)	\$ -	\$ (926,222)	\$ (70,605)					\$ 4,769	
Beginning Fund Balance October 1*			707,062	707,062					1,755,882	
Ending Fund Balance Current Month			<u>\$ (219,160)</u>	<u>\$ 636,457</u>					<u>\$ 1,760,651</u>	

Notes

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TOWN OF PROSPER, TEXAS
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Item 3.

CAPITAL PROJECTS FUND - GENERAL

Project	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES									
Grants	\$ -	\$ -	\$ -	\$ -	-	-	-	-	
Bond Proceeds	9,000,000	-	9,000,000	-	-	-	-	-	
Interest	-	-	-	5,962	-	-	-	-	
Transfers In - General Fund	-	-	-	-	-	-	-	-	
Transfers In - Impact Fee Funds	-	-	-	-	-	-	-	-	
Transfers In - Bond Funds	-	-	-	-	-	-	-	-	
Total Revenues	\$ 9,000,000	\$ -	\$ 9,000,000	\$ 5,962					
EXPENDITURES									
Frontier Parkway BNSF Overpass									
West Prosper Roads	16,185,618	-	2,390,673	-	7,155	2,383,518	13,787,790	2,390,673	Segment E on hold
BNSF Quiet Zone First/Fifth	145,000	145,000	145,000	10,132	0	134,868	-	134,868	
Prosper Trail (Coit-Custer) 2 Lanes	6,000,000	763,669	5,246,943	64	5,246,879	0	151,203	601,854	Construction 5% complete
First St (DNT to Coleman)	2,786,567	-	720,317	2,000	674,484	43,833	1,155,534	954,549	Design 70% complete
Fishtrap (Elem-DNT) 4 Lanes	16,450,000	-	538,485	-	538,485	-	361,515	15,550,000	Design 50% complete
First St (Coit-Custer) 4 Lanes	1,000,000	-	552,600	-	552,600	-	447,400	-	Design 60% complete
Fishtrap, Segment 4 (Middle-Elem)	2,750,000	2,750,000	2,750,000	-	-	2,750,000	-	2,750,000	
Coit Rd (First-Frontier) 4 Lanes	17,589,900	-	800,000	-	-	800,000	783,843	16,806,057	Design 90% complete
Coit Rd at US 380 Right Turn Lane	125,000	125,000	125,000	-	67,360	57,640	53,692	3,948	
Cook Lane (First-End)	2,100,000	1,779,856	1,779,856	-	1,087,686	692,170	1,012,314	-	Phase I 0% complete; Phase II complete
Victory Way (Coleman-Frontier)	2,500,000	2,318,812	2,318,812	11	1,044,146	1,274,655	1,250,690	205,153	Construction 60% complete
Fishtrap (Teel Intersection Improvements)	1,550,000	87,814	87,814	-	28,884	58,930	1,434,007	87,109	Construction complete
Coleman Street (At Prosper HS)	90,000	90,000	90,000	-	-	90,000	-	90,000	
Prosper Trail/DNT Intersection Improvements	2,000,000	2,000,000	2,000,000	-	1,870,617	129,383	83,195	46,188	Notice to proceed issued
Fishtrap Section 1 & 4	778,900	-	636,400	-	72,200	564,200	681,309	25,391	Seg. 1 - complete; Seg. 4 - Design 95% complete
Acacia Parkway	1,022,782	124,780	124,780	-	-	124,780	978,680	44,102	Ongoing legal fees
FM2478 (US380-FM1461)	371,605	-	-	-	-	-	243,037	128,568	TxDOT bid project in September 2020
Total Street Projects	\$ 73,445,372	\$ 10,184,930	\$ 1,356,717	\$ 20,306,679	\$ 12,206	\$ 11,190,496	\$ 9,103,978	\$ 22,424,209	\$ 39,818,461
US 380 Median Lighting	485,000	18,948	18,948	-	291,559	(272,612)	174,494	18,947	
Total Traffic Projects	\$ 485,000	\$ 18,948	\$ -	\$ 18,948	\$ -	\$ 291,559	\$ (272,612)	\$ 174,494	\$ 18,947
HWY 289 Monument/Median Landscaping	474,752	-	166,848	166,848	-	1,000	165,848	458,240	15,512 Monument complete; Landscape 25% complete
Downtown Monument	300,000	300,000	300,000	10,250	55,750	234,000	-	234,000	
Turf Irrigation SH289	68,000	19,065	68,000	-	48,935	19,065	-	19,065	
US 380 Median Design (Green Ribbon)	809,250	1,550	1,550	-	1,550	-	55,350	752,350	Construction 25% complete
Whitley Place H&B Trail Extension	180,000	-	171,688	171,688	-	2,125	169,563	177,876	(1) Project 85% designed
Whitley Place H&B Trail Extension (Pwr line Esm)	280,000	264,275	264,275	2,490	4,725	257,060	11,000	261,785	
Pecan Grove Ph II	67,000	67,000	67,000	-	43,150	23,850	7,790	16,060	
Total Park Projects	\$ 2,179,002	\$ 651,890	\$ 338,536	\$ 1,039,361	\$ 12,740	\$ 157,235	\$ 869,386	\$ 710,256	\$ 1,020,926
Westside Radio Tower									
Public Safety Complex, Phase 1	1,644,696	288,146	288,146	1,900	126,716	159,530	1,481,411	34,669	Project complete
Public Safety Complex, Phase 1-Dev Costs	550,000	497,922	497,922	-	-	497,922	52,078	497,922	Project complete
Public Safety Complex, Phase 1-Construction	12,645,804	202,134	202,134	-	202,134	-	12,241,536	202,134	Project complete
Public Safety Complex, Phase 1-FFE	1,165,000	361,952	391,952	15,421	320,855	55,676	803,048	25,676	Project complete
Total Facility Projects	\$ 16,005,500	\$ 1,350,154	\$ -	\$ 1,380,154	\$ 17,321	\$ 649,705	\$ 713,128	\$ 14,578,073	\$ 760,401
Transfer Out	-	-	-	-	-	-	-	-	
Total Expenditures	\$ 92,114,874	\$ 12,205,922	\$ 1,695,253	\$ 22,745,142	\$ 42,267	\$ 12,288,995	\$ 10,413,880	\$ 37,887,032	\$ 41,618,735
REVENUE OVER (UNDER) EXPENDITURES			\$ (13,745,142)	\$ (36,305)					
Beginning Fund Balance October 1*			24,361,427	24,361,427					
Ending Fund Balance Current Month			\$ 10,616,285	\$ 24,325,122					

Notes

* Unaudited Fund Balance to be updated after the FY20 annual audit is completed.

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CAPITAL PROJECTS FUND-WATER/SEWER

Project	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES									
Interest Income	\$ -	\$ -	\$ -	\$ 10,513					
Bond Proceeds	1,000,000	-	-	-					
Transfers In - Impact Fees	-	-	-	-					
Transfers In	-	-	-	-					
Transfers In-Bond Funds	-	-	-	-					
Total Revenues	\$ 1,000,000	\$ -	\$ -	\$ 10,513					
EXPENDITURES									
Lower Pressure Plane Pump Station Design	1,585,100	-	526,676	-	526,676	-	1,046,140	12,284	Design 90% complete
Fishtrap EST (South)	6,433,700	1,228,834	1,228,834	-	834,676	394,158	4,923,458	675,566	Construction 95% complete
Custer Rd Meter Station/Water Line Relocation	2,791,600	2,475,096	2,475,096	-	2,475,096	-	316,505	(1)	Construction 10% complete
Church/Parvin WW Reconstruction	100,000	7,300	7,300	-	3,605	3,696	89,095	7,300	
E-W Collector (Cook-DNT)	695,775	319,396	319,396	-	205,015	114,382	347,556	143,205	Phase I complete; Phase II 0% complet
Broadway (Parvin-Craig)	150,000	150,000	150,000	-	-	150,000	-	150,000	
Total Water & Wastewater Projects	\$ 11,756,175	\$ 4,180,627	\$ 4,707,303	\$ -	\$ 4,045,067	\$ 662,235	\$ 6,722,754	\$ 988,354	
Old Town Drainage	500,000	307,718	307,718	-	121,418	186,300	286,060	92,522	Construction 75% complete
Coleman Rd Drainage	400,000	400,000	400,000	-	-	400,000	-	400,000	
Old Town Drainage Broadway Design & Construction	647,765	1,761	348,595	-	348,595	-	265,095	34,075	Construction 65% complete
Total Drainage Projects	\$ 1,547,765	\$ 709,479	\$ 1,056,313	\$ -	\$ 470,013	\$ 586,300	\$ 551,155	\$ 526,597	
Transfer out									
Total Expenses	\$ 13,303,940	\$ 4,890,105	\$ 5,763,615	\$ -	\$ 4,515,080	\$ 1,248,535	\$ 7,273,909	\$ 1,514,951	
			\$ (5,763,615)	\$ 10,513					
Beginning Working Capital October 1*			21,545,196	21,545,196					
Ending Working Capital Current Month			<u>\$ 15,781,581</u>	<u>\$ 21,555,709</u>					

Notes

* Unaudited Fund Balance to be updated after the FY20 annual audit is completed

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Fund number: 100	GENERAL								
100-4035-10-00	3% Construction Fee	(300,000.00)		(300,000.00)	(204,102.18)	(204,102.18)		68.03	(95,897.82)
100-4061-10-00	Notary Fees	(175.00)		(175.00)	(10.00)	(10.00)		5.71	(165.00)
	Subtotal object - 04	(300,175.00)		(300,175.00)	(204,112.18)	(204,112.18)		68.00	(96,062.82)
100-4105-10-00	Property Taxes -Delinquent	(150,000.00)		(150,000.00)	182.76	182.76		(0.12)	(150,182.76)
100-4110-10-00	Property Taxes -Current	(18,011,167.00)		(18,011,167.00)	(363,089.11)	(363,089.11)		2.02	(17,648,077.89)
100-4111-10-00	VIT Motor Vehicle Tax	(10,000.00)		(10,000.00)				-	(10,000.00)
100-4115-10-00	Taxes -Penalties	(75,000.00)		(75,000.00)	(385.77)	(385.77)		0.51	(74,614.23)
100-4120-10-00	Sales Taxes	(5,733,141.00)		(5,733,141.00)	(506,670.49)	(506,670.49)		8.84	(5,226,470.51)
100-4130-10-00	Sales Tax-Mixed Beverage	(60,000.00)		(60,000.00)				-	(60,000.00)
100-4140-10-00	Franchise Taxes - Electric	(930,800.00)		(930,800.00)	(225,846.05)	(225,846.05)		24.26	(704,953.95)
100-4150-10-00	Franchise Taxes - Telephone	(130,000.00)		(130,000.00)	(196.79)	(196.79)		0.15	(129,803.21)
100-4160-10-00	Franchise Taxes - Gas	(165,000.00)		(165,000.00)				-	(165,000.00)
100-4170-10-00	Franchise Taxes - Road Usage	(140,000.00)		(140,000.00)	(6,697.07)	(6,697.07)		4.78	(133,302.93)
100-4185-10-00	Franchise Fee - W/S Fund	(362,075.00)		(362,075.00)	(30,172.92)	(30,172.92)		8.33	(331,902.08)
100-4190-10-00	Franchise Fee-Cable	(65,000.00)		(65,000.00)	(15,891.97)	(15,891.97)		24.45	(49,108.03)
	Subtotal object - 04	(25,832,183.00)		(25,832,183.00)	(1,148,767.41)	(1,148,767.41)		4.45	(24,683,415.59)
100-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(15.00)	(15.00)		10.00	(135.00)
100-4203-10-00	New Cingular Tower Lease	(24,600.00)		(24,600.00)	(2,050.00)	(2,050.00)		8.33	(22,550.00)
100-4218-10-00	Administrative Fees-EDC	(15,000.00)		(15,000.00)	(1,250.00)	(1,250.00)		8.33	(13,750.00)
100-4230-10-00	Other Permits	(2,000.00)		(2,000.00)				-	(2,000.00)
	Subtotal object - 04	(41,750.00)		(41,750.00)	(3,315.00)	(3,315.00)		7.94	(38,435.00)
100-4610-10-00	Interest Income	(85,000.00)		(85,000.00)	(28,546.19)	(28,546.19)		33.58	(56,453.81)
	Subtotal object - 04	(85,000.00)		(85,000.00)	(28,546.19)	(28,546.19)		33.58	(56,453.81)
100-4910-10-00	Other Revenue	(20,000.00)		(20,000.00)	(7,437.02)	(7,437.02)		37.19	(12,562.98)
100-4995-10-00	Transfer In/Out	(1,071,820.00)		(1,071,820.00)	(89,318.33)	(89,318.33)		8.33	(982,501.67)
	Subtotal object - 04	(1,091,820.00)		(1,091,820.00)	(96,755.35)	(96,755.35)		8.86	(995,064.65)
Program number:	DEFAULT PROGRAM	(27,350,928.00)		(27,350,928.00)	(1,481,496.13)	(1,481,496.13)		5.42	(25,869,431.87)
100-4410-10-07	Court Fines	(400,000.00)		(400,000.00)	(18,873.96)	(18,873.96)		4.72	(381,126.04)
100-4425-10-07	Time Payment Fee Reimb				(15.00)	(15.00)		-	15.00
	Subtotal object - 04	(400,000.00)		(400,000.00)	(18,888.96)	(18,888.96)		4.72	(381,111.04)
Program number: 7	MUNICIPAL COURT	(400,000.00)		(400,000.00)	(18,888.96)	(18,888.96)		4.72	(381,111.04)
100-4930-10-99	Insurance Proceeds	(40,000.00)		(40,000.00)				-	(40,000.00)
	Subtotal object - 04	(40,000.00)		(40,000.00)				-	(40,000.00)
Program number: 99	NON-DEPARTMENTAL	(40,000.00)		(40,000.00)				-	(40,000.00)
Department number: 10	ADMINISTRATION	(27,790,928.00)		(27,790,928.00)	(1,500,385.09)	(1,500,385.09)		5.40	(26,290,542.91)
100-4230-20-01	Other Permits	(500.00)		(500.00)	(25.00)	(25.00)		5.00	(475.00)
	Subtotal object - 04	(500.00)		(500.00)	(25.00)	(25.00)		5.00	(475.00)
100-4440-20-01	Accident Reports	(1,200.00)		(1,200.00)	(145.00)	(145.00)		12.08	(1,055.00)
100-4450-20-01	Alarm Fee	(55,000.00)		(55,000.00)	(5,388.00)	(5,388.00)		9.80	(49,612.00)
	Subtotal object - 04	(56,200.00)		(56,200.00)	(5,533.00)	(5,533.00)		9.85	(50,667.00)
100-4510-20-01	Grants	(12,000.00)	(100,000.00)	(112,000.00)	(1,801.45)	(1,801.45)		15.01	(110,198.55)
	Subtotal object - 04	(12,000.00)		(12,000.00)	(1,801.45)	(1,801.45)		15.01	(10,198.55)
100-4910-20-01	Other Revenue	(5,000.00)		(5,000.00)	(325.00)	(325.00)		6.50	(4,675.00)
	Subtotal object - 04	(5,000.00)		(5,000.00)	(325.00)	(325.00)		6.50	(4,675.00)
Program number: 1	OPERATIONS	(73,700.00)		(73,700.00)	(7,684.45)	(7,684.45)		10.43	(66,015.55)
Department number: 20	POLICE	(73,700.00)		(73,700.00)	(7,684.45)	(7,684.45)		10.43	(66,015.55)
100-4310-30-01	Charges for Services	(817,000.00)		(817,000.00)	(23,550.32)	(23,550.32)		2.88	(793,449.68)
	Subtotal object - 04	(817,000.00)		(817,000.00)	(23,550.32)	(23,550.32)		2.88	(793,449.68)
100-4411-30-01	CC Fire Assoc	(500.00)		(500.00)				-	(500.00)
	Subtotal object - 04	(500.00)		(500.00)				-	(500.00)
100-4510-30-01	Grants	(400,672.00)		(400,672.00)	(96,870.16)	(96,870.16)		24.18	(303,801.84)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 04	(400,672.00)		(400,672.00)	(96,870.16)	(96,870.16)		24.18	(303,801.84)
Program number: 1	OPERATIONS	(1,218,172.00)		(1,218,172.00)	(120,420.48)	(120,420.48)		9.89	(1,097,751.52)
100-4315-30-05	Fire Review/Inspect Fees	(100,000.00)		(100,000.00)	(12,900.00)	(12,900.00)		12.90	(87,100.00)
	Subtotal object - 04	(100,000.00)		(100,000.00)	(12,900.00)	(12,900.00)		12.90	(87,100.00)
Program number: 5	MARSHAL	(100,000.00)		(100,000.00)	(12,900.00)	(12,900.00)		12.90	(87,100.00)
Department number: 30	FIRE	(1,318,172.00)		(1,318,172.00)	(133,320.48)	(133,320.48)		10.11	(1,184,851.52)
100-4017-40-01	Contractor Registration Fee	(80,000.00)		(80,000.00)	(5,100.00)	(5,100.00)		6.38	(74,900.00)
	Subtotal object - 04	(80,000.00)		(80,000.00)	(5,100.00)	(5,100.00)		6.38	(74,900.00)
100-4210-40-01	Building Permits	(2,561,400.00)		(2,561,400.00)	(513,133.82)	(513,133.82)		20.03	(2,048,266.18)
100-4230-40-01	Other Permits	(200,000.00)		(200,000.00)	(32,214.00)	(32,214.00)		16.11	(167,786.00)
100-4240-40-01	Plumb/Elect/Mech Permits	(45,000.00)		(45,000.00)	(5,730.00)	(5,730.00)		12.73	(39,270.00)
100-4242-40-01	Re-inspection Fees	(70,000.00)		(70,000.00)	(10,775.00)	(10,775.00)		15.39	(59,225.00)
	Subtotal object - 04	(2,876,400.00)		(2,876,400.00)	(561,852.82)	(561,852.82)		19.53	(2,314,547.18)
100-4910-40-01	Other Revenue	(15,000.00)		(15,000.00)	(6,655.64)	(6,655.64)		44.37	(8,344.36)
	Subtotal object - 04	(15,000.00)		(15,000.00)	(6,655.64)	(6,655.64)		44.37	(8,344.36)
Program number: 1	INSPECTIONS	(2,971,400.00)		(2,971,400.00)	(573,608.46)	(573,608.46)		19.30	(2,397,791.54)
100-4211-40-02	Multi-Family Registration	(10,000.00)		(10,000.00)				-	(10,000.00)
100-4245-40-02	Health Inspections	(60,000.00)		(60,000.00)	(3,125.00)	(3,125.00)		5.21	(56,875.00)
	Subtotal object - 04	(70,000.00)		(70,000.00)	(3,125.00)	(3,125.00)		4.46	(66,875.00)
Program number: 2	CODE COMPLIANCE	(70,000.00)		(70,000.00)	(3,125.00)	(3,125.00)		4.46	(66,875.00)
100-4220-40-03	Zoning Application Fees	(25,000.00)		(25,000.00)	(50.00)	(50.00)		0.20	(24,950.00)
100-4225-40-03	Development Application Fees	(50,000.00)		(50,000.00)	(16,740.00)	(16,740.00)		33.48	(33,260.00)
	Subtotal object - 04	(75,000.00)		(75,000.00)	(16,790.00)	(16,790.00)		22.39	(58,210.00)
100-4910-40-03	Other Revenue	(5,000.00)		(5,000.00)				-	(5,000.00)
	Subtotal object - 04	(5,000.00)		(5,000.00)				-	(5,000.00)
Program number: 3	PLANNING	(80,000.00)		(80,000.00)	(16,790.00)	(16,790.00)		20.99	(63,210.00)
Department number: 40	DEVELOPMENT SERVICES	(3,121,400.00)		(3,121,400.00)	(593,523.46)	(593,523.46)		19.02	(2,527,876.54)
100-4208-50-01	Network Node Annual User Fee				(500.00)	(500.00)		-	500.00
100-4209-50-01	Network Node Monthly User Fee				(500.00)	(500.00)		-	500.00
	Subtotal object - 04				(1,000.00)	(1,000.00)		-	1,000.00
100-4910-50-01	Other Revenue	(15,000.00)		(15,000.00)	(6,120.00)	(6,120.00)		40.80	(8,880.00)
	Subtotal object - 04	(15,000.00)		(15,000.00)	(6,120.00)	(6,120.00)		40.80	(8,880.00)
Program number: 1	STREETS	(15,000.00)		(15,000.00)	(7,120.00)	(7,120.00)		47.47	(7,880.00)
Department number: 50	PUBLIC WORKS	(15,000.00)		(15,000.00)	(7,120.00)	(7,120.00)		47.47	(7,880.00)
100-4056-60-00	Field Rental Fees	(100,000.00)		(100,000.00)	(23,335.00)	(23,335.00)		23.34	(76,665.00)
100-4057-60-00	Pavilion User Fees	(2,000.00)		(2,000.00)	(245.00)	(245.00)		12.25	(1,755.00)
100-4058-60-00	Park Program Fees	(100,000.00)		(100,000.00)	(2,152.00)	(2,152.00)		2.15	(97,848.00)
	Subtotal object - 04	(202,000.00)		(202,000.00)	(25,732.00)	(25,732.00)		12.74	(176,268.00)
100-4721-60-00	Prosper Christmas Donations	(10,000.00)		(10,000.00)	(3,730.00)	(3,730.00)		37.30	(6,270.00)
	Subtotal object - 04	(10,000.00)		(10,000.00)	(3,730.00)	(3,730.00)		37.30	(6,270.00)
100-4910-60-00	Other Revenue	(10,000.00)		(10,000.00)	(200.00)	(200.00)		2.00	(9,800.00)
	Subtotal object - 04	(10,000.00)		(10,000.00)	(200.00)	(200.00)		2.00	(9,800.00)
Program number:	DEFAULT PROGRAM	(222,000.00)		(222,000.00)	(29,662.00)	(29,662.00)		13.36	(192,338.00)
100-4063-60-05	Lost Fees	(500.00)		(500.00)	(164.88)	(164.88)		32.98	(335.12)
100-4064-60-05	Printing/Copying Fees	(500.00)		(500.00)	(112.18)	(112.18)		22.44	(387.82)
100-4066-60-05	Library Card Fees	(3,000.00)		(3,000.00)	(550.00)	(550.00)		18.33	(2,450.00)
	Subtotal object - 04	(4,000.00)		(4,000.00)	(827.06)	(827.06)		20.68	(3,172.94)
100-4510-60-05	Grants	(2,000.00)		(2,000.00)				-	(2,000.00)
	Subtotal object - 04	(2,000.00)		(2,000.00)				-	(2,000.00)
Program number: 5	LIBRARY	(6,000.00)		(6,000.00)	(827.06)	(827.06)		13.78	(5,172.94)
Department number: 60	COMMUNITY SERVICES	(228,000.00)		(228,000.00)	(30,489.06)	(30,489.06)		13.37	(197,510.94)
100-4305-98-01	Geotech and Material Testing	(150,000.00)		(150,000.00)				-	(150,000.00)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-4312-98-01	Engineering Plan Review Fee	(1,200.00)		(1,200.00)	(150.00)	(150.00)		12.50	(1,050.00)
	Subtotal object - 04	(151,200.00)		(151,200.00)	(150.00)	(150.00)		0.10	(151,050.00)
Program number: 1	ENGINEERING	(151,200.00)		(151,200.00)	(150.00)	(150.00)		0.10	(151,050.00)
Department number: 98	ENGINEERING	(151,200.00)		(151,200.00)	(150.00)	(150.00)		0.10	(151,050.00)
	Revenue Subtotal - - - - -	(32,698,400.00)	(100,000.00)	(32,798,400.00)	(2,272,672.54)	(2,272,672.54)		6.95	(30,525,727.46)
Program number: 1	TOWN MANAGER								
100-5110-10-01	Salaries & Wages	423,654.00		423,654.00	12,936.80	12,936.80		3.05	410,717.20
100-5140-10-01	Salaries - Longevity Pay	585.00		585.00	-	-		-	585.00
100-5142-10-01	Car Allowance	6,000.00		6,000.00	-	-		-	6,000.00
100-5143-10-01	Cell Phone Allowance	2,520.00		2,520.00	85.00	85.00		3.37	2,435.00
100-5145-10-01	Social Security Expense	18,994.00		18,994.00	754.40	754.40		3.97	18,239.60
100-5150-10-01	Medicare Expense	6,276.00		6,276.00	176.43	176.43		2.81	6,099.57
100-5155-10-01	SUTA Expense	324.00		324.00	-	-		-	324.00
100-5160-10-01	Health Insurance	19,428.00		19,428.00	968.42	968.42		4.99	18,459.58
100-5162-10-01	HSA Expense	1,500.00		1,500.00	-	-		-	1,500.00
100-5165-10-01	Dental Insurance	853.00		853.00	36.06	36.06		4.23	816.94
100-5170-10-01	Life Insurance/AD&D	577.00		577.00	17.26	17.26		2.99	559.74
100-5175-10-01	Liability (TML)/Workers' Comp	1,072.00		1,072.00	35.06	35.06		3.27	1,036.94
100-5180-10-01	TMRS Expense	59,462.00		59,462.00	1,758.42	1,758.42		2.96	57,703.58
100-5185-10-01	Long/Short Term Disability	821.00		821.00	24.58	24.58		2.99	796.42
100-5186-10-01	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	50.00	50.00		4.17	1,150.00
	Subtotal object - 05	543,266.00		543,266.00	16,842.43	16,842.43		3.10	526,423.57
100-5210-10-01	Office Supplies	450.00		450.00	-	-		-	450.00
100-5230-10-01	Dues,Fees,& Subscriptions	6,765.00		6,765.00	273.75	273.75		4.05	6,491.25
100-5240-10-01	Postage and Delivery	20.00		20.00	-	-		-	20.00
100-5280-10-01	Printing and Reproduction	150.00		150.00	-	-		-	150.00
100-5290-10-01	Other Charges and Services	2,000.00		2,000.00	50.00	50.00		2.50	1,950.00
	Subtotal object - 05	9,385.00		9,385.00	323.75	323.75		3.45	9,061.25
100-5330-10-01	Copier Expense	1,400.00		1,400.00	-	-		-	1,400.00
	Subtotal object - 05	1,400.00		1,400.00	-	-		-	1,400.00
100-5430-10-01	Legal Fees	120,000.00		120,000.00	-	-		-	120,000.00
100-5480-10-01	Contracted Services	360.00		360.00	-	-		-	360.00
	Subtotal object - 05	120,360.00		120,360.00	-	-		-	120,360.00
100-5530-10-01	Travel	646.00		646.00	-	-		-	646.00
100-5533-10-01	Mileage Expense	100.00		100.00	-	-		-	100.00
100-5536-10-01	Training/Seminars	4,470.00		4,470.00	-	-		-	4,470.00
	Subtotal object - 05	5,216.00		5,216.00	-	-		-	5,216.00
100-7145-10-01	Transfer to VERF	388.00		388.00	32.33	32.33		8.33	355.67
	Subtotal object - 07	388.00		388.00	32.33	32.33		8.33	355.67
Program number: 1	TOWN MANAGER	680,015.00		680,015.00	17,198.51	17,198.51		2.53	662,816.49
Program number: 2	TOWN SECRETARY								
100-5110-10-02	Salaries & Wages	151,572.00		151,572.00	16,744.80	16,744.80		11.05	134,827.20
100-5115-10-02	Salaries - Overtime	2,000.00		2,000.00	-	-		-	2,000.00
100-5140-10-02	Salaries - Longevity Pay	260.00		260.00	-	-		-	260.00
100-5143-10-02	Cell Phone Allowance				145.00	145.00		-	(145.00)
100-5145-10-02	Social Security Expense	9,538.00		9,538.00	994.00	994.00		10.42	8,544.00
100-5150-10-02	Medicare Expense	2,231.00		2,231.00	232.48	232.48		10.42	1,998.52
100-5155-10-02	SUTA Expense	486.00		486.00	-	-		-	486.00
100-5160-10-02	Health Insurance	19,296.00		19,296.00	1,855.96	1,855.96		9.62	17,440.04
100-5162-10-02	HSA Expense	3,000.00		3,000.00	-	-		-	3,000.00
100-5165-10-02	Dental Insurance	902.00		902.00	92.17	92.17		10.22	809.83
100-5170-10-02	Life Insurance/AD&D	244.00		244.00	29.45	29.45		12.07	214.55

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5175-10-02	Liability (TML)/Workers' Comp	410.00		410.00	45.53	45.53		11.11	364.47
100-5180-10-02	TMRS Expense	21,137.00		21,137.00	2,283.44	2,283.44		10.80	18,853.56
100-5185-10-02	Long/Short Term Disability	246.00		246.00	31.83	31.83		12.94	214.17
100-5186-10-02	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	119.58	119.58		9.97	1,080.42
100-5193-10-02	Records Retention	1,700.00		1,700.00				-	1,700.00
	Subtotal object - 05	214,222.00		214,222.00	22,574.24	22,574.24		10.54	191,647.76
100-5210-10-02	Office Supplies	1,500.00		1,500.00				-	1,500.00
100-5220-10-02	Office Equipment	3,545.00		3,545.00				-	3,545.00
100-5230-10-02	Dues,Fees,& Subscriptions	625.00		625.00	828.75	828.75		132.60	(203.75)
100-5240-10-02	Postage and Delivery	100.00		100.00	9.00	9.00		9.00	91.00
100-5280-10-02	Printing and Reproduction	305.00		305.00				-	305.00
	Subtotal object - 05	6,075.00		6,075.00	837.75	837.75		13.79	5,237.25
100-5310-10-02	Rental Expense	8,700.00		8,700.00	647.00	647.00		7.44	8,053.00
100-5330-10-02	Copier Expense	900.00		900.00				-	900.00
	Subtotal object - 05	9,600.00		9,600.00	647.00	647.00		6.74	8,953.00
100-5400-10-02	Uniform Expense	150.00		150.00				-	150.00
100-5419-10-02	IT Licenses	665.00		665.00				-	665.00
100-5430-10-02	Legal Fees	66,000.00		66,000.00				-	66,000.00
100-5435-10-02	Legal Notices/Filings	8,800.00		8,800.00				-	8,800.00
100-5460-10-02	Election Expense	31,945.00		31,945.00	7,307.79	7,307.79	811.98	22.88	23,825.23
100-5480-10-02	Contracted Services	25,595.00		25,595.00				-	25,595.00
	Subtotal object - 05	133,155.00		133,155.00	7,307.79	7,307.79	811.98	5.49	125,035.23
100-5520-10-02	Telephones	435.00		435.00				-	435.00
100-5530-10-02	Travel	300.00		300.00				-	300.00
100-5533-10-02	Mileage Expense	275.00		275.00				-	275.00
100-5536-10-02	Training/Seminars	1,600.00		1,600.00				-	1,600.00
100-5538-10-02	Council/Public Official Expnse	34,000.00		34,000.00				-	34,000.00
	Subtotal object - 05	36,610.00		36,610.00				-	36,610.00
100-5600-10-02	Special Events	3,800.00		3,800.00				-	3,800.00
	Subtotal object - 05	3,800.00		3,800.00				-	3,800.00
Program number: 2	TOWN SECRETARY	403,462.00		403,462.00	31,366.78	31,366.78	811.98	7.77	371,283.24
Program number: 3	FINANCE								
100-5110-10-03	Salaries & Wages	532,679.00		532,679.00	36,649.24	36,649.24		6.88	496,029.76
100-5126-10-03	Salaries-Vacation Buy-Out	3,462.00		3,462.00				-	3,462.00
100-5140-10-03	Salaries - Longevity Pay	1,590.00		1,590.00				-	1,590.00
100-5143-10-03	Cell Phone Allowance	3,480.00		3,480.00	230.00	230.00		6.61	3,250.00
100-5145-10-03	Social Security Expense	33,556.00		33,556.00	2,109.55	2,109.55		6.29	31,446.45
100-5150-10-03	Medicare Expense	7,848.00		7,848.00	493.37	493.37		6.29	7,354.63
100-5155-10-03	SUTA Expense	1,134.00		1,134.00				-	1,134.00
100-5160-10-03	Health Insurance	57,888.00		57,888.00	3,875.36	3,875.36		6.70	54,012.64
100-5162-10-03	HSA Expense	3,000.00		3,000.00				-	3,000.00
100-5165-10-03	Dental Insurance	2,655.00		2,655.00	183.20	183.20		6.90	2,471.80
100-5170-10-03	Life Insurance/AD&D	872.00		872.00	48.42	48.42		5.55	823.58
100-5175-10-03	Liability (TML)/Workers' Comp	1,462.00		1,462.00	99.22	99.22		6.79	1,362.78
100-5180-10-03	TMRS Expense	74,363.00		74,363.00	4,975.85	4,975.85		6.69	69,387.15
100-5185-10-03	Long/Short Term Disability	1,013.00		1,013.00	69.64	69.64		6.88	943.36
100-5186-10-03	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	100.00	100.00		8.33	1,100.00
	Subtotal object - 05	726,202.00		726,202.00	48,833.85	48,833.85		6.73	677,368.15
100-5210-10-03	Office Supplies	4,500.00		4,500.00				-	4,500.00
100-5220-10-03	Office Equipment	1,000.00		1,000.00				-	1,000.00
100-5230-10-03	Dues,Fees,& Subscriptions	8,775.00		8,775.00	316.74	316.74		3.61	8,458.26
100-5240-10-03	Postage and Delivery	2,250.00		2,250.00	147.25	147.25		6.54	2,102.75

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5280-10-03	Printing and Reproduction	2,000.00		2,000.00				-	2,000.00
100-5290-10-03	Other Charges and Services	700.00		700.00				-	700.00
	Subtotal object - 05	19,225.00		19,225.00	463.99	463.99		2.41	18,761.01
100-5330-10-03	Copier Expense	1,500.00		1,500.00				-	1,500.00
	Subtotal object - 05	1,500.00		1,500.00				-	1,500.00
100-5400-10-03	Uniform Expense	495.00		495.00				-	495.00
100-5410-10-03	Professional Services	4,080.00		4,080.00				-	4,080.00
100-5412-10-03	Audit Fees	47,500.00		47,500.00	5,000.00	5,000.00	41,925.00	10.53	575.00
100-5414-10-03	Appraisal/Tax Fees	203,300.00		203,300.00				-	203,300.00
100-5418-10-03	IT Fees	88,540.00		88,540.00	15,736.00	15,736.00		17.77	72,804.00
100-5419-10-03	IT Licenses	10,000.00		10,000.00				-	10,000.00
100-5430-10-03	Legal Fees	8,000.00		8,000.00				-	8,000.00
100-5435-10-03	Legal Notices/Filings	100.00		100.00				-	100.00
	Subtotal object - 05	362,015.00		362,015.00	20,736.00	20,736.00	41,925.00	5.73	299,354.00
100-5530-10-03	Travel	2,496.00		2,496.00				-	2,496.00
100-5533-10-03	Mileage Expense	3,130.00		3,130.00				-	3,130.00
100-5536-10-03	Training/Seminars	8,665.00		8,665.00				-	8,665.00
	Subtotal object - 05	14,291.00		14,291.00				-	14,291.00
100-7145-10-03	Transfer to VERF	213.00		213.00	17.75	17.75		8.33	195.25
	Subtotal object - 07	213.00		213.00	17.75	17.75		8.33	195.25
Program number: 3	FINANCE	1,123,446.00		1,123,446.00	70,051.59	70,051.59	41,925.00	6.24	1,011,469.41
Program number: 4	HUMAN RESOURCES								
100-5110-10-04	Salaries & Wages	294,686.00		294,686.00	21,442.21	21,442.21		7.28	273,243.79
100-5140-10-04	Salaries - Longevity Pay	510.00		510.00				-	510.00
100-5143-10-04	Cell Phone Allowance	1,020.00		1,020.00	85.00	85.00		8.33	935.00
100-5145-10-04	Social Security Expense	18,366.00		18,366.00	1,284.21	1,284.21		6.99	17,081.79
100-5150-10-04	Medicare Expense	4,296.00		4,296.00	300.34	300.34		6.99	3,995.66
100-5155-10-04	SUTA Expense	810.00		810.00	60.10	60.10		7.42	749.90
100-5160-10-04	Health Insurance	28,944.00		28,944.00	2,031.72	2,031.72		7.02	26,912.28
100-5162-10-04	HSA Expense	3,000.00		3,000.00				-	3,000.00
100-5165-10-04	Dental Insurance	1,335.00		1,335.00	110.62	110.62		8.29	1,224.38
100-5170-10-04	Life Insurance/AD&D	420.00		420.00	20.26	20.26		4.82	399.74
100-5175-10-04	Liability (TML)/Workers' Comp	800.00		800.00	58.14	58.14		7.27	741.86
100-5180-10-04	TMRS Expense	40,700.00		40,700.00	2,915.36	2,915.36		7.16	37,784.64
100-5185-10-04	Long/Short Term Disability	476.00		476.00	36.16	36.16		7.60	439.84
100-5186-10-04	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	89.16	89.16		7.43	1,110.84
100-5191-10-04	Hiring Cost	25,000.00		25,000.00	6,761.02	6,761.02		27.04	18,238.98
	Subtotal object - 05	421,563.00		421,563.00	35,194.30	35,194.30		8.35	386,368.70
100-5210-10-04	Office Supplies	1,400.00		1,400.00				-	1,400.00
100-5220-10-04	Office Equipment	1,500.00		1,500.00				-	1,500.00
100-5230-10-04	Dues,Fees,& Subscriptions	3,500.00		3,500.00	304.13	304.13		8.69	3,195.87
100-5240-10-04	Postage and Delivery	500.00		500.00				-	500.00
100-5280-10-04	Printing and Reproduction	500.00		500.00				-	500.00
	Subtotal object - 05	7,400.00		7,400.00	304.13	304.13		4.11	7,095.87
100-5330-10-04	Copier Expense	2,000.00		2,000.00				-	2,000.00
	Subtotal object - 05	2,000.00		2,000.00				-	2,000.00
100-5410-10-04	Professional Services	10,000.00		10,000.00				-	10,000.00
100-5430-10-04	Legal Fees	12,000.00		12,000.00				-	12,000.00
100-5435-10-04	Legal Notices/Filings	150.00		150.00				-	150.00
100-5480-10-04	Contracted Services	3,000.00		3,000.00				-	3,000.00
	Subtotal object - 05	25,150.00		25,150.00				-	25,150.00
100-5526-10-04	Data Network	480.00		480.00				-	480.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5530-10-04	Travel	1,100.00		1,100.00				-	1,100.00
100-5533-10-04	Mileage Expense	500.00		500.00				-	500.00
100-5536-10-04	Training/Seminars	18,000.00		18,000.00				-	18,000.00
	Subtotal object - 05	20,080.00		20,080.00				-	20,080.00
100-5600-10-04	Special Events	12,500.00		12,500.00				-	12,500.00
	Subtotal object - 05	12,500.00		12,500.00				-	12,500.00
100-7145-10-04	Transfer to VERF	2,490.00		2,490.00	207.50	207.50		8.33	2,282.50
	Subtotal object - 07	2,490.00		2,490.00	207.50	207.50		8.33	2,282.50
Program number: 4	HUMAN RESOURCES	491,183.00		491,183.00	35,705.93	35,705.93		7.27	455,477.07
Program number: 5	INFORMATION TECHNOLOGY								
100-5110-10-05	Salaries & Wages	446,176.00		446,176.00	20,215.82	20,215.82		4.53	425,960.18
100-5115-10-05	Salaries - Overtime	5,360.00		5,360.00	381.87	381.87		7.12	4,978.13
100-5140-10-05	Salaries - Longevity Pay	650.00		650.00				-	650.00
100-5143-10-05	Cell Phone Allowance	9,000.00		9,000.00	375.00	375.00		4.17	8,625.00
100-5145-10-05	Social Security Expense	28,594.00		28,594.00	1,146.13	1,146.13		4.01	27,447.87
100-5150-10-05	Medicare Expense	6,687.00		6,687.00	268.04	268.04		4.01	6,418.96
100-5155-10-05	SUTA Expense	972.00		972.00				-	972.00
100-5160-10-05	Health Insurance	58,284.00		58,284.00	3,008.96	3,008.96		5.16	55,275.04
100-5162-10-05	HSA Expense	3,750.00		3,750.00				-	3,750.00
100-5165-10-05	Dental Insurance	2,638.00		2,638.00	114.74	114.74		4.35	2,523.26
100-5170-10-05	Life Insurance/AD&D	559.00		559.00	33.60	33.60		6.01	525.40
100-5175-10-05	Liability (TML)/Workers' Comp	1,227.00		1,227.00	55.55	55.55		4.53	1,171.45
100-5180-10-05	TMRS Expense	62,999.00		62,999.00	2,802.47	2,802.47		4.45	60,196.53
100-5185-10-05	Long/Short Term Disability	862.00		862.00	38.40	38.40		4.46	823.60
100-5186-10-05	WELLE-Wellness Prog Reimb Empl	3,000.00		3,000.00	100.00	100.00		3.33	2,900.00
	Subtotal object - 05	630,758.00		630,758.00	28,540.58	28,540.58		4.53	602,217.42
100-5210-10-05	Office Supplies	400.00		400.00				-	400.00
100-5212-10-05	Building Supplies	100.00		100.00				-	100.00
100-5220-10-05	Office Equipment	8,800.00		8,800.00				-	8,800.00
100-5225-10-05	Computer Hardware	12,000.00		12,000.00				-	12,000.00
100-5230-10-05	Dues,Fees,& Subscriptions	685.00		685.00				-	685.00
100-5240-10-05	Postage and Delivery	100.00		100.00				-	100.00
100-5280-10-05	Printing and Reproduction	100.00		100.00				-	100.00
100-5290-10-05	Other Charges and Services	700.00		700.00				-	700.00
	Subtotal object - 05	22,885.00		22,885.00				-	22,885.00
100-5330-10-05	Copier Expense	36,000.00		36,000.00			36,000.00	-	
	Subtotal object - 05	36,000.00		36,000.00			36,000.00	-	
100-5400-10-05	Uniform Expense	900.00		900.00				-	900.00
100-5418-10-05	IT Fees	38,640.00		38,640.00	287.00	287.00	15,360.00	0.74	22,993.00
100-5419-10-05	IT Licenses	371,372.00		371,372.00			10,506.03	-	360,865.97
100-5430-10-05	Legal Fees	1,600.00		1,600.00				-	1,600.00
100-5435-10-05	Legal Notices/Filings	300.00		300.00				-	300.00
100-5480-10-05	Contracted Services	52,445.00		52,445.00				-	52,445.00
	Subtotal object - 05	465,257.00		465,257.00	287.00	287.00	25,866.03	0.06	439,103.97
100-5520-10-05	Telephones	39,175.00		39,175.00	2,111.79	2,111.79		5.39	37,063.21
100-5526-10-05	Data Network	27,656.00		27,656.00				-	27,656.00
100-5530-10-05	Travel	1,320.00		1,320.00				-	1,320.00
100-5533-10-05	Mileage Expense	900.00		900.00				-	900.00
100-5536-10-05	Training/Seminars	14,400.00		14,400.00				-	14,400.00
	Subtotal object - 05	83,451.00		83,451.00	2,111.79	2,111.79		2.53	81,339.21
100-5620-10-05	Tools & Equipment	300.00		300.00				-	300.00
100-5630-10-05	Safety Equipment	150.00		150.00				-	150.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	450.00		450.00				-	450.00
100-6125-10-05	Capital Expense-Technology	30,000.00		30,000.00				-	30,000.00
	Subtotal object - 06	30,000.00		30,000.00				-	30,000.00
100-7145-10-05	Transfer to VERF	39,410.00		39,410.00	3,284.17	3,284.17		8.33	36,125.83
	Subtotal object - 07	39,410.00		39,410.00	3,284.17	3,284.17		8.33	36,125.83
Program number: 5	INFORMATION TECHNOLOGY	1,308,211.00		1,308,211.00	34,223.54	34,223.54	61,866.03	2.62	1,212,121.43
Program number: 6	COMMUNICATIONS								
100-5110-10-06	Salaries & Wages	212,268.00		212,268.00	7,054.00	7,054.00		3.32	205,214.00
100-5140-10-06	Salaries - Longevity Pay	685.00		685.00				-	685.00
100-5143-10-06	Cell Phone Allowance	1,020.00		1,020.00				-	1,020.00
100-5145-10-06	Social Security Expense	13,267.00		13,267.00	435.95	435.95		3.29	12,831.05
100-5150-10-06	Medicare Expense	3,103.00		3,103.00	101.95	101.95		3.29	3,001.05
100-5155-10-06	SUTA Expense	486.00		486.00				-	486.00
100-5160-10-06	Health Insurance	10,191.00		10,191.00	264.88	264.88		2.60	9,926.12
100-5165-10-06	Dental Expense	432.00		432.00	17.01	17.01		3.94	414.99
100-5170-10-06	Life Insurance/AD&D	307.00		307.00	10.69	10.69		3.48	296.31
100-5175-10-06	Liability (TML)/Workers Comp	578.00		578.00	19.10	19.10		3.30	558.90
100-5180-10-06	TMRS Expense	29,400.00		29,400.00	957.75	957.75		3.26	28,442.25
100-5185-10-06	Long/Short Term Disability	353.00		353.00	13.40	13.40		3.80	339.60
100-5186-10-06	WELLE-Wellness Prog Reimb Empl	600.00		600.00	19.58	19.58		3.26	580.42
	Subtotal object - 05	272,690.00		272,690.00	8,894.31	8,894.31		3.26	263,795.69
100-5210-10-06	Office Supplies	500.00		500.00				-	500.00
100-5220-10-06	Office Equipment	5,045.00		5,045.00				-	5,045.00
100-5230-10-06	Dues, Fees, & Subscriptions	3,143.00		3,143.00				-	3,143.00
100-5240-10-06	Postage and Delivery	100.00		100.00				-	100.00
100-5280-10-06	Printing and Reproduction	350.00		350.00				-	350.00
	Subtotal object - 05	9,138.00		9,138.00				-	9,138.00
100-5330-10-06	Copier Expense	900.00		900.00				-	900.00
	Subtotal object - 05	900.00		900.00				-	900.00
100-5400-10-06	Uniform Expense	150.00		150.00				-	150.00
100-5410-10-06	Professional Services	10,000.00		10,000.00				-	10,000.00
100-5419-10-06	IT Licenses	165.00		165.00				-	165.00
100-5430-10-06	Legal Fees	3,000.00		3,000.00				-	3,000.00
	Subtotal object - 05	13,315.00		13,315.00				-	13,315.00
100-5520-10-06	Telephones	435.00		435.00				-	435.00
100-5526-10-06	Data Network	460.00		460.00				-	460.00
100-5530-10-06	Travel	1,420.00		1,420.00				-	1,420.00
100-5533-10-06	Mileage Expense	575.00		575.00				-	575.00
100-5536-10-06	Training/Seminars	1,600.00		1,600.00				-	1,600.00
	Subtotal object - 05	4,490.00		4,490.00				-	4,490.00
100-5600-10-06	Special Events	4,898.00		4,898.00				-	4,898.00
	Subtotal object - 05	4,898.00		4,898.00				-	4,898.00
Program number: 6	COMMUNICATIONS	305,431.00		305,431.00	8,894.31	8,894.31		2.91	296,536.69
Program number: 7	MUNICIPAL COURT								
100-5110-10-07	Salaries & Wages	208,911.00		208,911.00	16,024.72	16,024.72		7.67	192,886.28
100-5115-10-07	Salaries - Overtime	270.00		270.00				-	270.00
100-5126-10-07	Salaries-Vacation Buy-Out	3,885.00		3,885.00				-	3,885.00
100-5140-10-07	Salaries - Longevity Pay	690.00		690.00				-	690.00
100-5143-10-07	Cell Phone Allowance				60.00	60.00		-	(60.00)
100-5145-10-07	Social Security Expense	13,298.00		13,298.00	962.68	962.68		7.24	12,335.32
100-5150-10-07	Medicare Expense	3,110.00		3,110.00	225.14	225.14		7.24	2,884.86
100-5155-10-07	SUTA Expense	648.00		648.00				-	648.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5160-10-07	Health Insurance	28,944.00		28,944.00	1,176.96	1,176.96		4.07	27,767.04
100-5162-10-07	HSA Expense	1,500.00		1,500.00				-	1,500.00
100-5165-10-07	Dental Insurance	1,342.00		1,342.00	75.16	75.16		5.60	1,266.84
100-5170-10-07	Life Insurance/AD&D	338.00		338.00	23.45	23.45		6.94	314.55
100-5175-10-07	Liability (TML)/Workers' Comp	1,190.00		1,190.00	127.59	127.59		10.72	1,062.41
100-5180-10-07	TMRS Expense	29,469.00		29,469.00	2,176.52	2,176.52		7.39	27,292.48
100-5185-10-07	Long/Short Term Disability	348.00		348.00	23.61	23.61		6.78	324.39
100-5186-10-07	WELLE-Wellness Prog Reimb Empl	600.00		600.00	50.00	50.00		8.33	550.00
	Subtotal object - 05	294,543.00		294,543.00	20,925.83	20,925.83		7.11	273,617.17
100-5210-10-07	Office Supplies	2,290.00		2,290.00				-	2,290.00
100-5230-10-07	Dues,Fees,& Subscriptions	300.00		300.00				-	300.00
100-5240-10-07	Postage and Delivery	3,800.00		3,800.00	166.10	166.10		4.37	3,633.90
100-5250-10-07	Publications	100.00		100.00				-	100.00
100-5280-10-07	Printing and Reproduction	1,700.00		1,700.00				-	1,700.00
100-5290-10-07	Other Charges and Services	350.00		350.00				-	350.00
	Subtotal object - 05	8,540.00		8,540.00	166.10	166.10		1.95	8,373.90
100-5310-10-07	Rental Expense	2,701.00		2,701.00				-	2,701.00
100-5330-10-07	Copier Expense	1,850.00		1,850.00				-	1,850.00
100-5350-10-07	VEHICLE EXPENSE	800.00		800.00	88.77	88.77		11.10	711.23
100-5352-10-07	FUEL	600.00		600.00				-	600.00
100-5353-10-07	OIL/GREASE/INSPECTIONS	300.00		300.00				-	300.00
	Subtotal object - 05	6,251.00		6,251.00	88.77	88.77		1.42	6,162.23
100-5410-10-07	Professional Services	3,500.00		3,500.00				-	3,500.00
100-5418-10-07	IT Fees	3,800.00		3,800.00				-	3,800.00
100-5419-10-07	IT Licenses	3,800.00		3,800.00	546.38	546.38		14.38	3,253.62
100-5420-10-07	Municipal Court/Judge Fees	41,800.00		41,800.00				-	41,800.00
100-5425-10-07	State Fines Expense	3,500.00		3,500.00				-	3,500.00
100-5430-10-07	Legal Fees	45,000.00		45,000.00				-	45,000.00
	Subtotal object - 05	101,400.00		101,400.00	546.38	546.38		0.54	100,853.62
100-5530-10-07	Travel	160.00		160.00				-	160.00
100-5533-10-07	Mileage Expense	800.00		800.00				-	800.00
100-5536-10-07	Training/Seminars	800.00		800.00				-	800.00
	Subtotal object - 05	1,760.00		1,760.00				-	1,760.00
100-7145-10-07	Transfer to VERF	769.00		769.00	64.08	64.08		8.33	704.92
	Subtotal object - 07	769.00		769.00	64.08	64.08		8.33	704.92
Program number: 7	MUNICIPAL COURT	413,263.00		413,263.00	21,791.16	21,791.16		5.27	391,471.84
Program number: 99	NON-DEPARTMENTAL								
100-5110-10-99	Salaries & Wages	(343,886.00)		(343,886.00)				-	(343,886.00)
100-5176-10-99	TML Prop. & Liab. Insurance	276,000.00		276,000.00				-	276,000.00
	Subtotal object - 05	(67,886.00)		(67,886.00)				-	(67,886.00)
100-5210-10-99	OFFICE SUPPLIES	1,000.00		1,000.00				-	1,000.00
100-5230-10-99	DUES,FEES,& SUBSCRIPTIONS	1,300.00		1,300.00				-	1,300.00
	Subtotal object - 05	2,300.00		2,300.00				-	2,300.00
100-5305-10-99	Chapt 380 Program Grant Exp	634,000.00		634,000.00	3,516.12	3,516.12		0.56	630,483.88
100-5306-10-99	Developer Rollback Incentives	25,000.00		25,000.00				-	25,000.00
100-5350-10-99	Vehicle Expense	1,872.00		1,872.00	89.67	89.67		4.79	1,782.33
100-5352-10-99	Fuel	1,000.00		1,000.00				-	1,000.00
	Subtotal object - 05	661,872.00		661,872.00	3,605.79	3,605.79		0.55	658,266.21
100-5410-10-99	Professional Services	81,000.00		81,000.00			25,000.00	-	56,000.00
100-5415-10-99	Tuition Reimbursement	30,395.00		30,395.00	3,316.69	3,316.69		10.91	27,078.31
100-5480-10-99	Contracted Services	36,000.00		36,000.00	3,000.00	3,000.00	33,000.00	8.33	
	Subtotal object - 05	147,395.00		147,395.00	6,316.69	6,316.69	58,000.00	4.29	83,078.31

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5600-10-99	Special Events	11,000.00		11,000.00	39.98	39.98		0.36	10,960.02
	Subtotal object - 05	11,000.00		11,000.00	39.98	39.98		0.36	10,960.02
100-5930-10-99	Damage Claims Expense	65,000.00		65,000.00				-	65,000.00
	Subtotal object - 05	65,000.00		65,000.00				-	65,000.00
100-6110-10-99	Capital	-	527,000.00	527,000.00				-	527,000.00
	Subtotal object - 06	-	527,000.00	527,000.00				-	527,000.00
100-7000-10-99	Contingency	50,000.00		50,000.00	4,745.00	4,745.00	4,900.00	9.49	40,355.00
	Subtotal object - 07	50,000.00		50,000.00	4,745.00	4,745.00	4,900.00	9.49	40,355.00
100-7145-10-99	Transfer to VERF	3,702.00		3,702.00	308.50	308.50		8.33	3,393.50
	Subtotal object - 07	3,702.00		3,702.00	308.50	308.50		8.33	3,393.50
Program number: 99	NON-DEPARTMENTAL	873,383.00	527,000.00	873,383.00	15,015.96	15,015.96	62,900.00	1.72	795,467.04
Department number: 10	ADMINISTRATION	5,598,394.00	527,000.00	6,125,394.00	234,247.78	234,247.78	167,503.01	4.18	5,723,643.21
Program number: 1	OPERATIONS								
100-5110-20-01	Salaries & Wages	2,616,555.00		2,616,555.00	171,560.66	171,560.66		6.56	2,444,994.34
100-5115-20-01	Salaries - Overtime	229,166.00		229,166.00	18,378.97	18,378.97		8.02	210,787.03
100-5126-20-01	Salaries-Vacation Buy-Out	15,188.00		15,188.00				-	15,188.00
100-5127-20-01	Salaries-Certification Pay	28,980.00		28,980.00	1,656.86	1,656.86		5.72	27,323.14
100-5140-20-01	Salaries - Longevity Pay	5,895.00		5,895.00				-	5,895.00
100-5143-20-01	Cell Phone Allowance	3,000.00		3,000.00	250.00	250.00		8.33	2,750.00
100-5145-20-01	Social Security Expense	179,909.00		179,909.00	11,067.41	11,067.41		6.15	168,841.59
100-5150-20-01	Medicare Expense	42,075.00		42,075.00	2,710.10	2,710.10		6.44	39,364.90
100-5155-20-01	SUTA Expense	5,184.00		5,184.00				-	5,184.00
100-5160-20-01	Health Insurance	270,804.00		270,804.00	14,363.62	14,363.62		5.30	256,440.38
100-5162-20-01	HSA Expense	10,500.00		10,500.00				-	10,500.00
100-5165-20-01	Dental Insurance	12,394.00		12,394.00	834.99	834.99		6.74	11,559.01
100-5170-20-01	Life Insurance/AD&D	10,061.00		10,061.00	800.26	800.26		7.95	9,260.74
100-5175-20-01	Liability (TML)/Workers' Comp	67,596.00		67,596.00	4,677.80	4,677.80		6.92	62,918.20
100-5180-20-01	TMRS Expense	397,970.00		397,970.00	25,998.68	25,998.68		6.53	371,971.32
100-5185-20-01	Long/Short Term Disability	5,059.00		5,059.00	319.67	319.67		6.32	4,739.33
100-5186-20-01	WELLE-Wellness Prog Reimb Empl	11,400.00		11,400.00	417.48	417.48		3.66	10,982.52
100-5191-20-01	Hiring Cost	55.00		55.00				-	55.00
100-5192-20-01	Physical & Psychological	1,750.00		1,750.00				-	1,750.00
	Subtotal object - 05	3,913,541.00		3,913,541.00	253,036.50	253,036.50		6.47	3,660,504.50
100-5210-20-01	Office Supplies	18,335.00		18,335.00				-	18,335.00
100-5214-20-01	Tactical Supplies	37,000.00		37,000.00				-	37,000.00
100-5215-20-01	Ammunition	70,400.00		70,400.00				-	70,400.00
100-5220-20-01	Office Equipment	12,390.00		12,390.00			3,639.00	-	8,751.00
100-5230-20-01	Dues,Fees,& Subscriptions	8,360.00		8,360.00	225.00	225.00		2.69	8,135.00
100-5240-20-01	Postage and Delivery	1,500.00		1,500.00	119.55	119.55		7.97	1,380.45
100-5265-20-01	Promotional Expense	500.00		500.00				-	500.00
100-5280-20-01	Printing and Reproduction	1,251.00		1,251.00				-	1,251.00
100-5290-20-01	Other Charges and Services	2,500.00		2,500.00	253.46	253.46		10.14	2,246.54
	Subtotal object - 05	152,236.00		152,236.00	598.01	598.01	3,639.00	0.39	147,998.99
100-5310-20-01	Rental Expense	3,000.00		3,000.00				-	3,000.00
100-5320-20-01	Repairs & Maintenance	1,000.00		1,000.00				-	1,000.00
100-5330-20-01	Copier Expense	2,000.00		2,000.00				-	2,000.00
100-5350-20-01	Vehicle Expense	91,700.00		91,700.00	4,199.66	4,199.66		4.58	87,500.34
100-5352-20-01	Fuel	93,400.00		93,400.00				-	93,400.00
100-5353-20-01	Oil/Grease/Inspections	1,050.00		1,050.00				-	1,050.00
	Subtotal object - 05	192,150.00		192,150.00	4,199.66	4,199.66		2.19	187,950.34
100-5400-20-01	Uniform Expense	62,848.00		62,848.00				-	62,848.00
100-5410-20-01	Professional Services	2,500.00		2,500.00				-	2,500.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5418-20-01	IT Fees	9,738.00		9,738.00				-	9,738.00
100-5419-20-01	IT Licenses	24,690.00		24,690.00				-	24,690.00
100-5430-20-01	Legal Fees	17,000.00		17,000.00				-	17,000.00
100-5480-20-01	Contracted Services	21,484.00		21,484.00	6,182.49	6,182.49		28.78	15,301.51
	Subtotal object - 05	138,260.00		138,260.00	6,182.49	6,182.49		4.47	132,077.51
100-5520-20-01	Telephones	5,350.00		5,350.00				-	5,350.00
100-5523-20-01	Water/Sewer Charges				82.74	82.74		-	(82.74)
100-5526-20-01	Data Network	17,000.00		17,000.00				-	17,000.00
100-5530-20-01	Travel	1,930.00		1,930.00				-	1,930.00
100-5533-20-01	Mileage Expense	1,000.00		1,000.00				-	1,000.00
100-5536-20-01	Training/Seminars	63,125.00		63,125.00				-	63,125.00
	Subtotal object - 05	88,405.00		88,405.00	82.74	82.74		0.09	88,322.26
100-5600-20-01	Special Events	5,000.00		5,000.00				-	5,000.00
100-5620-20-01	TOOLS & EQUIPMENT	71,742.00		71,742.00	3,827.50	3,827.50		5.34	67,914.50
100-5630-20-01	Safety Equipment	5,000.00		5,000.00				-	5,000.00
	Subtotal object - 05	81,742.00		81,742.00	3,827.50	3,827.50		4.68	77,914.50
100-6160-20-01	Capital Expense-Vehicles	90,564.00	100,000.00	190,564.00				-	190,564.00
	Subtotal object - 06	90,564.00		90,564.00				-	90,564.00
100-7145-20-01	Transfer to VERF	268,636.00		268,636.00	22,386.33	22,386.33		8.33	246,249.67
	Subtotal object - 07	268,636.00		268,636.00	22,386.33	22,386.33		8.33	246,249.67
Program number: 1	OPERATIONS	4,925,534.00	100,000.00	5,025,534.00	290,313.23	290,313.23	3,639.00	5.89	4,731,581.77
Program number: 5	DISPATCH								
100-5110-20-05	Salaries & Wages	648,276.00		648,276.00	42,801.71	42,801.71		6.60	605,474.29
100-5115-20-05	Salaries - Overtime	10,545.00		10,545.00	3,599.53	3,599.53		34.14	6,945.47
100-5126-20-05	Salaries-Vacation Buy-Out	4,051.00		4,051.00				-	4,051.00
100-5127-20-05	Salaries-Certification Pay	13,560.00		13,560.00	1,176.88	1,176.88		8.68	12,383.12
100-5140-20-05	Salaries - Longevity Pay	1,995.00		1,995.00				-	1,995.00
100-5145-20-05	Social Security Expense	42,063.00		42,063.00	2,856.33	2,856.33		6.79	39,206.67
100-5150-20-05	Medicare Expense	9,838.00		9,838.00	668.01	668.01		6.79	9,169.99
100-5155-20-05	SUTA Expense	2,106.00		2,106.00				-	2,106.00
100-5160-20-05	Health Insurance	106,392.00		106,392.00	5,543.50	5,543.50		5.21	100,848.50
100-5162-20-05	HSA Expense	9,000.00		9,000.00				-	9,000.00
100-5165-20-05	Dental Insurance	5,196.00		5,196.00	358.98	358.98		6.91	4,837.02
100-5170-20-05	Life Insurance/AD&D	1,376.00		1,376.00	103.18	103.18		7.50	1,272.82
100-5175-20-05	Liability (TML)/Workers' Comp	1,956.00		1,956.00	125.76	125.76		6.43	1,830.24
100-5180-20-05	TMRS Expense	93,046.00		93,046.00	6,468.60	6,468.60		6.95	86,577.40
100-5185-20-05	Long/Short Term Disability	1,232.00		1,232.00	78.16	78.16		6.34	1,153.84
100-5186-20-05	WELLE-Wellness Prog Reimb Empl	4,200.00		4,200.00	195.80	195.80		4.66	4,004.20
	Subtotal object - 05	954,832.00		954,832.00	63,976.44	63,976.44		6.70	890,855.56
100-5210-20-05	Office Supplies	5,000.00		5,000.00	79.92	79.92		1.60	4,920.08
100-5212-20-05	Building Supplies	500.00		500.00	399.30	399.30		79.86	100.70
100-5220-20-05	Office Equipment	5,000.00		5,000.00				-	5,000.00
100-5230-20-05	Dues,Fees,& Subscriptions	3,520.00		3,520.00				-	3,520.00
100-5240-20-05	Postage and Delivery	100.00		100.00				-	100.00
100-5250-20-05	Publications	500.00		500.00				-	500.00
100-5280-20-05	Printing and Reproduction	1,000.00		1,000.00				-	1,000.00
	Subtotal object - 05	15,620.00		15,620.00	479.22	479.22		3.07	15,140.78
100-5330-20-05	Copier Expense	1,000.00		1,000.00				-	1,000.00
	Subtotal object - 05	1,000.00		1,000.00				-	1,000.00
100-5400-20-05	Uniform Expense	2,790.00		2,790.00				-	2,790.00
100-5430-20-05	Legal Fees	1,000.00		1,000.00				-	1,000.00
100-5480-20-05	Contracted Services	73,613.00		73,613.00			11,199.96	-	62,413.04

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	77,403.00		77,403.00			11,199.96	-	66,203.04
100-5520-20-05	Telephones	1,632.00		1,632.00				-	1,632.00
100-5526-20-05	Data Network	500.00		500.00				-	500.00
100-5530-20-05	Travel	1,600.00		1,600.00				-	1,600.00
100-5533-20-05	Mileage Expense	1,000.00		1,000.00				-	1,000.00
100-5536-20-05	Training/Seminars	11,650.00		11,650.00				-	11,650.00
	Subtotal object - 05	16,382.00		16,382.00				-	16,382.00
100-5600-20-05	Special Events	3,000.00		3,000.00	48.71	48.71		1.62	2,951.29
	Subtotal object - 05	3,000.00		3,000.00	48.71	48.71		1.62	2,951.29
100-7145-20-05	Transfer to VERF	3,713.00		3,713.00	309.42	309.42		8.33	3,403.58
	Subtotal object - 07	3,713.00		3,713.00	309.42	309.42		8.33	3,403.58
Program number: 5	DISPATCH	1,071,950.00		1,071,950.00	64,813.79	64,813.79	11,199.96	6.05	995,936.25
Department number: 20	POLICE	5,997,484.00	100,000.00	6,097,484.00	355,127.02	355,127.02	14,838.96	5.92	5,727,518.02
Program number: 1	OPERATIONS								
100-5110-30-01	Salaries & Wages	3,563,406.00		3,563,406.00	239,605.40	239,605.40		6.72	3,323,800.60
100-5115-30-01	Salaries - Overtime	587,168.00		587,168.00	30,481.46	30,481.46		5.19	556,686.54
100-5116-30-01	Salaries - FLSA Overtime	88,848.00		88,848.00	4,626.36	4,626.36		5.21	84,221.64
100-5126-30-01	Salaries-Vacation Buy-Out	2,978.00		2,978.00				-	2,978.00
100-5127-30-01	Salaries-Certification Pay	49,620.00		49,620.00	3,732.11	3,732.11		7.52	45,887.89
100-5140-30-01	Salaries - Longevity Pay	14,595.00		14,595.00				-	14,595.00
100-5143-30-01	Cell Phone Allowance	12,720.00		12,720.00	805.00	805.00		6.33	11,915.00
100-5145-30-01	Social Security Expense	262,291.00		262,291.00	15,955.32	15,955.32		6.08	246,335.68
100-5150-30-01	Medicare Expense	61,343.00		61,343.00	3,816.92	3,816.92		6.22	57,526.08
100-5155-30-01	SUTA Expense	8,424.00		8,424.00	90.00	90.00		1.07	8,334.00
100-5160-30-01	Health Insurance	338,076.00		338,076.00	27,055.54	27,055.54		8.00	311,020.46
100-5162-30-01	HSA Expense	31,500.00		31,500.00				-	31,500.00
100-5165-30-01	Dental Insurance	16,095.00		16,095.00	1,195.31	1,195.31		7.43	14,899.69
100-5170-30-01	Life Insurance/AD&D	12,702.00		12,702.00	1,019.08	1,019.08		8.02	11,682.92
100-5171-30-01	Life Insurance-Supplemental	8,000.00		8,000.00	6,241.00	6,241.00		78.01	1,759.00
100-5175-30-01	Liability (TML)/Workers' Comp	107,881.00		107,881.00	7,019.99	7,019.99		6.51	100,861.01
100-5180-30-01	TMRS Expense	554,153.00		554,153.00	36,571.80	36,571.80		6.60	517,581.20
100-5185-30-01	Long/Short Term Disability	6,519.00		6,519.00	429.57	429.57		6.59	6,089.43
100-5186-30-01	WELLE-Wellness Prog Reimb Empl	12,600.00		12,600.00	826.22	826.22		6.56	11,773.78
100-5194-30-01	FD Annual Phy & Screening	32,905.00		32,905.00				-	32,905.00
	Subtotal object - 05	5,771,824.00		5,771,824.00	379,471.08	379,471.08		6.58	5,392,352.92
100-5210-30-01	Office Supplies	7,800.00		7,800.00	34.99	34.99		0.45	7,765.01
100-5212-30-01	Building Supplies	11,500.00		11,500.00	104.41	104.41		0.91	11,395.59
100-5220-30-01	Office Equipment	11,945.00		11,945.00				-	11,945.00
100-5230-30-01	Dues,Fees,& Subscriptions	16,400.00		16,400.00	829.99	829.99		5.06	15,570.01
100-5240-30-01	Postage and Delivery	400.00		400.00				-	400.00
100-5250-30-01	Publications	500.00		500.00				-	500.00
100-5280-30-01	Printing and Reproduction	1,900.00		1,900.00				-	1,900.00
100-5290-30-01	Other Charges and Services	4,500.00		4,500.00				-	4,500.00
	Subtotal object - 05	54,945.00		54,945.00	969.39	969.39		1.76	53,975.61
100-5320-30-01	Repairs & Maintenance	32,000.00		32,000.00	436.99	436.99		1.37	31,563.01
100-5330-30-01	Copier Expense	3,613.00		3,613.00				-	3,613.00
100-5335-30-01	Radio/Video Equip. and Repairs	22,760.00		22,760.00				-	22,760.00
100-5340-30-01	Building Repairs	45,000.00		45,000.00	2,755.25	2,755.25	3,125.00	6.12	39,119.75
100-5350-30-01	Vehicle Expense	101,386.00		101,386.00	269.07	269.07		0.27	101,116.93
100-5352-30-01	Fuel	38,500.00		38,500.00				-	38,500.00
100-5353-30-01	Oil/Grease/Inspections	950.00		950.00				-	950.00
	Subtotal object - 05	244,209.00		244,209.00	3,461.31	3,461.31	3,125.00	1.42	237,622.69

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5400-30-01	Uniform Expense	56,500.00		56,500.00				-	56,500.00
100-5419-30-01	IT Licenses	16,420.00		16,420.00				-	16,420.00
100-5430-30-01	Legal Fees	4,000.00		4,000.00				-	4,000.00
100-5440-30-01	EMS	141,920.04		141,920.04	10,288.48	10,288.48	5,029.22	7.25	126,602.34
100-5445-30-01	Emergency Management	25,230.00		25,230.00	4,852.20	4,852.20		19.23	20,377.80
100-5480-30-01	Contracted Services	74,000.00		74,000.00	16,954.77	16,954.77	53,395.00	22.91	3,650.23
	Subtotal object - 05	318,070.04		318,070.04	32,095.45	32,095.45	58,424.22	10.09	227,550.37
100-5520-30-01	Telephones	2,292.00		2,292.00				-	2,292.00
100-5523-30-01	Water/Sewer Charges	18,800.00		18,800.00	622.51	622.51		3.31	18,177.49
100-5524-30-01	Gas	4,500.00		4,500.00				-	4,500.00
100-5525-30-01	Electricity	38,500.00		38,500.00				-	38,500.00
100-5526-30-01	Data Network	9,820.00		9,820.00				-	9,820.00
100-5530-30-01	Travel	2,120.00		2,120.00				-	2,120.00
100-5533-30-01	Mileage Expense	750.00		750.00				-	750.00
100-5536-30-01	Training/Seminars	45,586.24		45,586.24			5,781.04	-	39,805.20
	Subtotal object - 05	122,368.24		122,368.24	622.51	622.51	5,781.04	0.51	115,964.69
100-5610-30-01	Fire Fighting Equipment	20,000.00		20,000.00	2,994.00	2,994.00		14.97	17,006.00
100-5620-30-01	Tools & Equipment	1,000.00		1,000.00				-	1,000.00
100-5630-30-01	Safety Equipment	72,434.00		72,434.00	491.72	491.72		0.68	71,942.28
	Subtotal object - 05	93,434.00		93,434.00	3,485.72	3,485.72		3.73	89,948.28
100-6160-30-01	Capital Expense-Vehicles	68,435.00		68,435.00			66,359.50	-	2,075.50
	Subtotal object - 06	68,435.00		68,435.00			66,359.50	-	2,075.50
100-7145-30-01	Transfer to VERF	531,346.00		531,346.00	44,278.82	44,278.82		8.33	487,067.18
	Subtotal object - 07	531,346.00		531,346.00	44,278.82	44,278.82		8.33	487,067.18
Program number: 1	OPERATIONS	7,204,631.28		7,204,631.28	464,384.28	464,384.28	133,689.76	6.45	6,606,557.24
Program number: 5	MARSHAL								
100-5110-30-05	Salaries & Wages	296,961.00		296,961.00	20,220.80	20,220.80		6.81	276,740.20
100-5115-30-05	Salaries - Overtime	24,404.00		24,404.00	2,623.56	2,623.56		10.75	21,780.44
100-5126-30-05	Salaries-Vacation Buy-Out	2,610.00		2,610.00				-	2,610.00
100-5140-30-05	Salaries - Longevity Pay	1,385.00		1,385.00				-	1,385.00
100-5143-30-05	Cell Phone Allowance	3,060.00		3,060.00	255.00	255.00		8.33	2,805.00
100-5145-30-05	Social Security Expense	20,362.00		20,362.00	1,325.76	1,325.76		6.51	19,036.24
100-5150-30-05	Medicare Expense	4,763.00		4,763.00	310.07	310.07		6.51	4,452.93
100-5155-30-05	SUTA Expense	648.00		648.00				-	648.00
100-5160-30-05	Health Insurance	36,279.00		36,279.00	1,958.28	1,958.28		5.40	34,320.72
100-5165-30-05	Dental Insurance	1,639.00		1,639.00	110.26	110.26		6.73	1,528.74
100-5170-30-05	Life Insurance/AD&D	1,162.00		1,162.00	93.78	93.78		8.07	1,068.22
100-5175-30-05	Liability (TML)/Workers' Comp	7,877.00		7,877.00	495.69	495.69		6.29	7,381.31
100-5180-30-05	TMRS Expense	45,069.00		45,069.00	3,093.12	3,093.12		6.86	41,975.88
100-5185-30-05	Long/Short Term Disability	565.00		565.00	38.42	38.42		6.80	526.58
100-5186-30-05	WELLE-Wellness Prog Reimb Empl	450.00		450.00				-	450.00
100-5194-30-05	FD Annual Phy & Screening	1,678.00		1,678.00				-	1,678.00
	Subtotal object - 05	448,912.00		448,912.00	30,524.74	30,524.74		6.80	418,387.26
100-5210-30-05	Office Supplies	350.00		350.00				-	350.00
100-5215-30-05	Ammunition	1,250.00		1,250.00				-	1,250.00
100-5220-30-05	Office Equipment	2,945.00		2,945.00				-	2,945.00
100-5230-30-05	Dues,Fees,& Subscriptions	750.00		750.00				-	750.00
100-5240-30-05	Postage and Delivery	100.00		100.00				-	100.00
100-5250-30-05	Publications	2,545.00		2,545.00				-	2,545.00
100-5280-30-05	Printing and Reproduction	500.00		500.00				-	500.00
100-5295-30-05	Public Education/Fire Prevent	7,500.00		7,500.00				-	7,500.00
	Subtotal object - 05	15,940.00		15,940.00				-	15,940.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5335-30-05	Radio/Video Equip. and Repairs	500.00		500.00				-	500.00
100-5350-30-05	Vehicle Expense	3,000.00		3,000.00	99.41	99.41		3.31	2,900.59
100-5352-30-05	Fuel	3,000.00		3,000.00				-	3,000.00
100-5353-30-05	Oil/Grease/Inspections	500.00		500.00				-	500.00
	Subtotal object - 05	7,000.00		7,000.00	99.41	99.41		1.42	6,900.59
100-5400-30-05	Uniform Expense	3,500.00		3,500.00				-	3,500.00
100-5419-30-05	IT Licenses	165.00		165.00				-	165.00
100-5430-30-05	Legal Fees	2,500.00		2,500.00				-	2,500.00
100-5480-30-05	Contracted Services	2,650.00		2,650.00				-	2,650.00
	Subtotal object - 05	8,815.00		8,815.00				-	8,815.00
100-5526-30-05	Data Network	1,845.00		1,845.00				-	1,845.00
100-5530-30-05	Travel	735.00		735.00				-	735.00
100-5536-30-05	Training/Seminars	5,950.00		5,950.00				-	5,950.00
	Subtotal object - 05	8,530.00		8,530.00				-	8,530.00
100-5620-30-05	Tools & Equipment	500.00		500.00				-	500.00
100-5630-30-05	Safety Equipment	4,000.00		4,000.00				-	4,000.00
100-5640-30-05	Signs & Hardware	350.00		350.00				-	350.00
	Subtotal object - 05	4,850.00		4,850.00				-	4,850.00
100-7145-30-05	Transfer to VERF	14,787.00		14,787.00	1,232.25	1,232.25		8.33	13,554.75
	Subtotal object - 07	14,787.00		14,787.00	1,232.25	1,232.25		8.33	13,554.75
Program number: 5	MARSHAL	508,834.00		508,834.00	31,856.40	31,856.40		6.26	476,977.60
Department number: 30	FIRE	7,713,465.28		7,713,465.28	496,240.68	496,240.68	133,689.76	6.43	7,083,534.84
Program number: 1	INSPECTIONS								
100-5110-40-01	Salaries & Wages	1,002,143.00		1,002,143.00	61,795.92	61,795.92		6.17	940,347.08
100-5115-40-01	Salaries - Overtime	1,000.00		1,000.00	1,719.16	1,719.16		171.92	(719.16)
100-5126-40-01	Salaries-Vacation Buy-Out	4,438.00		4,438.00				-	4,438.00
100-5140-40-01	Salaries - Longevity Pay	3,370.00		3,370.00				-	3,370.00
100-5143-40-01	Cell Phone Allowance	4,860.00		4,860.00	240.00	240.00		4.94	4,620.00
100-5145-40-01	Social Security Expense	62,981.00		62,981.00	3,716.09	3,716.09		5.90	59,264.91
100-5150-40-01	Medicare Expense	14,730.00		14,730.00	869.10	869.10		5.90	13,860.90
100-5155-40-01	SUTA Expense	2,592.00		2,592.00				-	2,592.00
100-5160-40-01	Health Insurance	135,072.00		135,072.00	7,605.96	7,605.96		5.63	127,466.04
100-5162-40-01	HSA Expense	6,000.00		6,000.00				-	6,000.00
100-5165-40-01	Dental Insurance	6,534.00		6,534.00	425.66	425.66		6.52	6,108.34
100-5170-40-01	Life Insurance/AD&D	1,801.00		1,801.00	131.32	131.32		7.29	1,669.68
100-5175-40-01	Liability (TML)/Workers' Comp	4,899.00		4,899.00	416.77	416.77		8.51	4,482.23
100-5180-40-01	TMRS Expense	139,573.00		139,573.00	8,642.90	8,642.90		6.19	130,930.10
100-5185-40-01	Long/Short Term Disability	1,905.00		1,905.00	117.38	117.38		6.16	1,787.62
100-5186-40-01	WELLE-Wellness Prog Reimb Empl	3,000.00		3,000.00	317.48	317.48		10.58	2,682.52
	Subtotal object - 05	1,394,898.00		1,394,898.00	85,997.74	85,997.74		6.17	1,308,900.26
100-5210-40-01	Office Supplies	5,000.00		5,000.00				-	5,000.00
100-5220-40-01	Office Equipment	3,000.00		3,000.00				-	3,000.00
100-5230-40-01	Dues,Fees,& Subscriptions	2,240.00		2,240.00				-	2,240.00
100-5240-40-01	Postage and Delivery	25.00		25.00				-	25.00
100-5250-40-01	Publications	3,000.00		3,000.00				-	3,000.00
100-5280-40-01	Printing and Reproduction	1,000.00		1,000.00	124.55	124.55		12.46	875.45
100-5290-40-01	Other Charges and Services	300.00		300.00				-	300.00
	Subtotal object - 05	14,565.00		14,565.00	124.55	124.55		0.86	14,440.45
100-5330-40-01	Copier Expense	2,500.00		2,500.00				-	2,500.00
100-5350-40-01	Vehicle Expense	10,371.00		10,371.00	54.00	54.00		0.52	10,317.00
100-5352-40-01	Fuel	6,500.00		6,500.00				-	6,500.00
	Subtotal object - 05	19,371.00		19,371.00	54.00	54.00		0.28	19,317.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5400-40-01	Uniform Expense	3,000.00		3,000.00				-	3,000.00
100-5410-40-01	Professional Services	274,000.00		274,000.00				-	274,000.00
100-5418-40-01	IT Fees	431,466.00		431,466.00				-	431,466.00
100-5430-40-01	Legal Fees	2,000.00		2,000.00				-	2,000.00
100-5475-40-01	Credit Card Fees	15,000.00		15,000.00	2,660.03	2,660.03		17.73	12,339.97
100-5480-40-01	Contracted Services	3,000.00		3,000.00				-	3,000.00
	Subtotal object - 05	728,466.00		728,466.00	2,660.03	2,660.03		0.37	725,805.97
100-5520-40-01	Telephones	650.00		650.00				-	650.00
100-5526-40-01	Data Network	4,320.00		4,320.00				-	4,320.00
100-5530-40-01	Travel	1,042.00		1,042.00				-	1,042.00
100-5533-40-01	Mileage Expense	1,283.00		1,283.00				-	1,283.00
100-5536-40-01	Training/Seminars	14,193.00		14,193.00				-	14,193.00
	Subtotal object - 05	21,488.00		21,488.00				-	21,488.00
100-5620-40-01	Tools & Equipment	1,450.00		1,450.00				-	1,450.00
100-5630-40-01	Safety Equipment	1,600.00		1,600.00				-	1,600.00
	Subtotal object - 05	3,050.00		3,050.00				-	3,050.00
100-7145-40-01	Transfer to VERF	29,351.00		29,351.00	2,445.92	2,445.92		8.33	26,905.08
	Subtotal object - 07	29,351.00		29,351.00	2,445.92	2,445.92		8.33	26,905.08
Program number: 1	INSPECTIONS	2,211,189.00		2,211,189.00	91,282.24	91,282.24		4.13	2,119,906.76
Program number: 2	CODE COMPLIANCE								
100-5110-40-02	Salaries & Wages	181,261.00		181,261.00	9,814.40	9,814.40		5.42	171,446.60
100-5115-40-02	Salaries - Overtime	760.00		760.00				-	760.00
100-5140-40-02	Salaries - Longevity Pay	665.00		665.00				-	665.00
100-5143-40-02	Cell Phone Allowance	720.00		720.00	60.00	60.00		8.33	660.00
100-5145-40-02	Social Security Expense	11,372.00		11,372.00	547.94	547.94		4.82	10,824.06
100-5150-40-02	Medicare Expense	2,660.00		2,660.00	128.14	128.14		4.82	2,531.86
100-5155-40-02	SUTA Expense	486.00		486.00				-	486.00
100-5160-40-02	Health Insurance	28,944.00		28,944.00	1,517.36	1,517.36		5.24	27,426.64
100-5162-40-02	HSA Expense	750.00		750.00				-	750.00
100-5165-40-02	Dental Insurance	1,292.00		1,292.00	72.66	72.66		5.62	1,219.34
100-5170-40-02	Life Insurance/AD&D	338.00		338.00	18.76	18.76		5.55	319.24
100-5175-40-02	Liability (TML)/Workers' Comp	1,115.00		1,115.00	59.88	59.88		5.37	1,055.12
100-5180-40-02	TMRS Expense	25,200.00		25,200.00	1,328.87	1,328.87		5.27	23,871.13
100-5185-40-02	Long/Short Term Disability	345.00		345.00	18.66	18.66		5.41	326.34
100-5186-40-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00				-	600.00
	Subtotal object - 05	256,508.00		256,508.00	13,566.67	13,566.67		5.29	242,941.33
100-5210-40-02	Office Supplies	500.00		500.00				-	500.00
100-5220-40-02	Office Equipment	500.00		500.00				-	500.00
100-5230-40-02	Dues,Fees,& Subscriptions	1,095.00		1,095.00	60.00	60.00		5.48	1,035.00
100-5240-40-02	Postage and Delivery	500.00		500.00	54.60	54.60		10.92	445.40
100-5280-40-02	Printing and Reproduction	1,350.00		1,350.00	58.30	58.30		4.32	1,291.70
	Subtotal object - 05	3,945.00		3,945.00	172.90	172.90		4.38	3,772.10
100-5330-40-02	Copier Expense	50.00		50.00				-	50.00
100-5350-40-02	Vehicle Expense	2,867.00		2,867.00	110.67	110.67		3.86	2,756.33
100-5352-40-02	Fuel	1,800.00		1,800.00				-	1,800.00
	Subtotal object - 05	4,717.00		4,717.00	110.67	110.67		2.35	4,606.33
100-5400-40-02	Uniform Expense	600.00		600.00				-	600.00
100-5418-40-02	IT Fees	440.00		440.00				-	440.00
100-5419-40-02	IT Licenses	1,000.00		1,000.00				-	1,000.00
100-5430-40-02	Legal Fees	1,750.00		1,750.00				-	1,750.00
100-5435-40-02	Legal Notices/Filings	250.00		250.00				-	250.00
100-5480-40-02	Contracted Services	125,137.00		125,137.00				-	125,137.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	129,177.00		129,177.00				-	129,177.00
100-5520-40-02	Telephones	1,368.00		1,368.00				-	1,368.00
100-5526-40-02	Data Network	912.00		912.00				-	912.00
100-5530-40-02	Travel	394.00		394.00				-	394.00
100-5533-40-02	Mileage Expense	620.00		620.00				-	620.00
100-5536-40-02	Training/Seminars	1,800.00		1,800.00				-	1,800.00
	Subtotal object - 05	5,094.00		5,094.00				-	5,094.00
100-5600-40-02	Special Events	250.00		250.00				-	250.00
100-5620-40-02	Tools & Equipment	400.00		400.00	259.50	259.50		64.88	140.50
100-5640-40-02	Signs & Hardware	200.00		200.00				-	200.00
	Subtotal object - 05	850.00		850.00	259.50	259.50		30.53	590.50
100-7145-40-02	Transfer to VERF	8,495.00		8,495.00	707.92	707.92		8.33	7,787.08
	Subtotal object - 07	8,495.00		8,495.00	707.92	707.92		8.33	7,787.08
Program number: 2	CODE COMPLIANCE	408,786.00		408,786.00	14,817.66	14,817.66		3.63	393,968.34
Program number: 3	PLANNING								
100-5110-40-03	Salaries & Wages	408,567.00		408,567.00	31,173.42	31,173.42		7.63	377,393.58
100-5115-40-03	Salaries - Overtime	2,000.00		2,000.00	227.54	227.54		11.38	1,772.46
100-5126-40-03	Salaries-Vacation Buy-Out	5,935.00		5,935.00				-	5,935.00
100-5140-40-03	Salaries - Longevity Pay	1,980.00		1,980.00				-	1,980.00
100-5143-40-03	Cell Phone Allowance	2,760.00		2,760.00	230.00	230.00		8.33	2,530.00
100-5145-40-03	Social Security Expense	26,117.00		26,117.00	1,810.94	1,810.94		6.93	24,306.06
100-5150-40-03	Medicare Expense	6,108.00		6,108.00	423.53	423.53		6.93	5,684.47
100-5155-40-03	SUTA Expense	810.00		810.00				-	810.00
100-5160-40-03	Health Insurance	48,240.00		48,240.00	4,334.28	4,334.28		8.99	43,905.72
100-5162-40-03	HSA Expense	6,750.00		6,750.00				-	6,750.00
100-5165-40-03	Dental Insurance	2,250.00		2,250.00	187.40	187.40		8.33	2,062.60
100-5170-40-03	Life Insurance/AD&D	638.00		638.00	51.42	51.42		8.06	586.58
100-5175-40-03	Liability (TML)/Workers' Comp	1,606.00		1,606.00	120.25	120.25		7.49	1,485.75
100-5180-40-03	TMRS Expense	57,879.00		57,879.00	4,270.52	4,270.52		7.38	53,608.48
100-5185-40-03	Long/Short Term Disability	777.00		777.00	59.22	59.22		7.62	717.78
100-5186-40-03	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	139.16	139.16		7.73	1,660.84
	Subtotal object - 05	574,217.00		574,217.00	43,027.68	43,027.68		7.49	531,189.32
100-5210-40-03	Office Supplies	2,200.00		2,200.00	38.49	38.49		1.75	2,161.51
100-5220-40-03	Office Equipment	1,000.00		1,000.00				-	1,000.00
100-5230-40-03	Dues,Fees,& Subscriptions	2,999.00		2,999.00	298.00	298.00		9.94	2,701.00
100-5240-40-03	Postage and Delivery	550.00		550.00	11.20	11.20		2.04	538.80
100-5250-40-03	Publications	150.00		150.00				-	150.00
100-5280-40-03	Printing and Reproduction	250.00		250.00				-	250.00
	Subtotal object - 05	7,149.00		7,149.00	347.69	347.69		4.86	6,801.31
100-5330-40-03	Copier Expense	3,000.00		3,000.00				-	3,000.00
	Subtotal object - 05	3,000.00		3,000.00				-	3,000.00
100-5400-40-03	Uniform Expense	750.00		750.00				-	750.00
100-5410-40-03	Professional Services	112,800.00		112,800.00	7,500.00	7,500.00	8,491.50	6.65	96,808.50
100-5418-40-03	IT Fees	5,075.00		5,075.00				-	5,075.00
100-5419-40-03	IT Licenses	8,497.00		8,497.00				-	8,497.00
100-5430-40-03	Legal Fees	28,000.00		28,000.00				-	28,000.00
100-5435-40-03	Legal Notices/Filings	2,000.00		2,000.00				-	2,000.00
	Subtotal object - 05	157,122.00		157,122.00	7,500.00	7,500.00	8,491.50	4.77	141,130.50
100-5526-40-03	Data Network	3,360.00		3,360.00				-	3,360.00
100-5530-40-03	Travel	1,589.00		1,589.00				-	1,589.00
100-5533-40-03	Mileage Expense	280.00		280.00				-	280.00
100-5536-40-03	Training/Seminars	3,100.00		3,100.00				-	3,100.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	8,329.00		8,329.00				-	8,329.00
100-7145-40-03	Transfer to VERF	1,512.00		1,512.00	126.00	126.00		8.33	1,386.00
	Subtotal object - 07	1,512.00		1,512.00	126.00	126.00		8.33	1,386.00
Program number: 3	PLANNING	751,329.00		751,329.00	51,001.37	51,001.37	8,491.50	6.79	691,836.13
Department number: 40	DEVELOPMENT SERVICES	3,371,304.00		3,371,304.00	157,101.27	157,101.27	8,491.50	4.66	3,205,711.23
Program number: 1	STREETS								
100-5110-50-01	Salaries & Wages	393,871.00		393,871.00	30,880.83	30,880.83		7.84	362,990.17
100-5115-50-01	Salaries - Overtime	15,763.00		15,763.00	835.23	835.23		5.30	14,927.77
100-5140-50-01	Salaries - Longevity Pay	2,485.00		2,485.00				-	2,485.00
100-5145-50-01	Social Security Expense	25,490.00		25,490.00	1,818.24	1,818.24		7.13	23,671.76
100-5150-50-01	Medicare Expense	5,962.00		5,962.00	425.24	425.24		7.13	5,536.76
100-5155-50-01	SUTA Expense	972.00		972.00				-	972.00
100-5160-50-01	Health Insurance	77,184.00		77,184.00	5,985.36	5,985.36		7.76	71,198.64
100-5162-50-01	HSA Expense	6,750.00		6,750.00				-	6,750.00
100-5165-50-01	Dental Insurance	3,490.00		3,490.00	287.56	287.56		8.24	3,202.44
100-5170-50-01	Life Insurance/AD&D	901.00		901.00	75.04	75.04		8.33	825.96
100-5175-50-01	Liability (TML)/Workers' Comp	17,781.00		17,781.00	1,452.31	1,452.31		8.17	16,328.69
100-5180-50-01	TMRS Expense	56,488.00		56,488.00	4,307.91	4,307.91		7.63	52,180.09
100-5185-50-01	Long/Short Term Disability	749.00		749.00	53.34	53.34		7.12	695.66
100-5186-50-01	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	100.00	100.00		8.33	1,100.00
	Subtotal object - 05	609,086.00		609,086.00	46,221.06	46,221.06		7.59	562,864.94
100-5210-50-01	Office Supplies	660.00		660.00				-	660.00
100-5220-50-01	Office Equipment	500.00		500.00				-	500.00
100-5230-50-01	Dues,Fees,& Subscriptions	1,800.00		1,800.00				-	1,800.00
	Subtotal object - 05	2,960.00		2,960.00				-	2,960.00
100-5310-50-01	Rental Expense	36,000.00		36,000.00	2,804.50	2,804.50		7.79	33,195.50
100-5320-50-01	Repairs & Maintenance	500.00		500.00				-	500.00
100-5321-50-01	Signal Light Repairs	30,000.00		30,000.00				-	30,000.00
100-5340-50-01	Building Repairs	500.00		500.00				-	500.00
100-5350-50-01	Vehicle Expense	13,440.00		13,440.00	441.32	441.32		3.28	12,998.68
100-5351-50-01	Equipment Expense/Repair	8,000.00		8,000.00	284.95	284.95		3.56	7,715.05
100-5352-50-01	Fuel	11,500.00		11,500.00				-	11,500.00
100-5353-50-01	Oil/Grease/Inspections	600.00		600.00				-	600.00
	Subtotal object - 05	100,540.00		100,540.00	3,530.77	3,530.77		3.51	97,009.23
100-5400-50-01	Uniform Expense	6,500.00		6,500.00	261.99	261.99		4.03	6,238.01
100-5419-50-01	IT LICENSES	400.00		400.00				-	400.00
100-5430-50-01	Legal Fees	300.00		300.00				-	300.00
100-5480-50-01	Contracted Svcs	253,527.00		253,527.00				-	253,527.00
100-5485-50-01	Contract Svcs - Annual Street	1,250,000.00		1,250,000.00				-	1,250,000.00
	Subtotal object - 05	1,510,727.00		1,510,727.00	261.99	261.99		0.02	1,510,465.01
100-5520-50-01	Telephones	2,500.00		2,500.00				-	2,500.00
100-5523-50-01	Water/Sewer Charges	500.00		500.00	33.20	33.20		6.64	466.80
100-5525-50-01	Electricity	2,500.00		2,500.00				-	2,500.00
100-5526-50-01	Data Network	1,500.00		1,500.00				-	1,500.00
100-5527-50-01	Electricity - Street Lights	219,000.00		219,000.00				-	219,000.00
100-5530-50-01	Travel	100.00		100.00				-	100.00
100-5536-50-01	Training/Seminars	4,300.00		4,300.00				-	4,300.00
	Subtotal object - 05	230,400.00		230,400.00	33.20	33.20		0.01	230,366.80
100-5620-50-01	Tools & Equipment	8,500.00		8,500.00	19.99	19.99		0.24	8,480.01
100-5630-50-01	Safety Equipment	5,000.00		5,000.00	180.00	180.00		3.60	4,820.00
100-5640-50-01	Signs & Hardware	48,000.00		48,000.00	2,707.25	2,707.25		5.64	45,292.75
100-5650-50-01	Maintenance Materials	100,000.00		100,000.00	6,065.46	6,065.46	26,874.29	6.07	67,060.25

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	161,500.00		161,500.00	8,972.70	8,972.70	26,874.29	5.56	125,653.01
100-6140-50-01	Capital Expense-Equipment	26,000.00		26,000.00				-	26,000.00
	Subtotal object - 06	26,000.00		26,000.00				-	26,000.00
100-7145-50-01	Transfer to VERF	50,315.00		50,315.00	4,192.92	4,192.92		8.33	46,122.08
	Subtotal object - 07	50,315.00		50,315.00	4,192.92	4,192.92		8.33	46,122.08
Program number: 1	STREETS	2,691,528.00		2,691,528.00	63,212.64	63,212.64	26,874.29	2.35	2,601,441.07
Program number: 5	FACILITIES MANAGEMENT								
100-5212-50-05	Building Supplies	6,000.00		6,000.00	6,362.86	6,362.86		106.05	(362.86)
	Subtotal object - 05	6,000.00		6,000.00	6,362.86	6,362.86		106.05	(362.86)
100-5340-50-05	Building Repairs	19,500.00		19,500.00				-	19,500.00
	Subtotal object - 05	19,500.00		19,500.00				-	19,500.00
100-5480-50-05	Contracted Services	375,351.00		375,351.00	710.00	710.00		0.19	374,641.00
	Subtotal object - 05	375,351.00		375,351.00	710.00	710.00		0.19	374,641.00
100-5523-50-05	Water/Sewer Charges	20,000.00		20,000.00	2,478.09	2,478.09		12.39	17,521.91
100-5525-50-05	Electricity	160,000.00		160,000.00				-	160,000.00
	Subtotal object - 05	180,000.00		180,000.00	2,478.09	2,478.09		1.38	177,521.91
Program number: 5	FACILITIES MANAGEMENT	580,851.00		580,851.00	9,550.95	9,550.95		1.64	571,300.05
Department number: 50	PUBLIC WORKS	3,272,379.00		3,272,379.00	72,763.59	72,763.59	26,874.29	2.22	3,172,741.12
Program number: 1	PARKS ADMINISTRATION								
100-5110-60-01	Salaries & Wages	347,360.00		347,360.00	26,167.54	26,167.54		7.53	321,192.46
100-5115-60-01	Salaries - Overtime	500.00		500.00	547.43	547.43		109.49	(47.43)
100-5126-60-01	Salaries-Vacation Buy-Out	3,633.00		3,633.00				-	3,633.00
100-5140-60-01	Salaries - Longevity Pay	1,090.00		1,090.00				-	1,090.00
100-5143-60-01	Cell Phone Allowance	3,240.00		3,240.00	270.00	270.00		8.33	2,970.00
100-5145-60-01	Social Security Expense	22,061.00		22,061.00	1,744.55	1,744.55		7.91	20,316.45
100-5150-60-01	Medicare Expense	5,160.00		5,160.00	408.00	408.00		7.91	4,752.00
100-5155-60-01	SUTA Expense	648.00		648.00				-	648.00
100-5160-60-01	Health Insurance	38,592.00		38,592.00	2,373.98	2,373.98		6.15	36,218.02
100-5162-60-01	HSA Expense	3,750.00		3,750.00				-	3,750.00
100-5165-60-01	Dental Insurance	1,759.00		1,759.00	140.62	140.62		7.99	1,618.38
100-5170-60-01	Life Insurance/AD&D	451.00		451.00	29.64	29.64		6.57	421.36
100-5175-60-01	Liability (TML)/Workers' Comp	960.00		960.00	312.95	312.95		32.60	647.05
100-5180-60-01	TMRS Expense	48,890.00		48,890.00	3,627.82	3,627.82		7.42	45,262.18
100-5185-60-01	Long/Short Term Disability	660.00		660.00	49.70	49.70		7.53	610.30
100-5186-60-01	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	78.32	78.32		6.53	1,121.68
100-5190-60-01	Contract Labor	45,000.00		45,000.00	2,814.00	2,814.00		6.25	42,186.00
	Subtotal object - 05	524,954.00		524,954.00	38,564.55	38,564.55		7.35	486,389.45
100-5210-60-01	Office Supplies	2,000.00		2,000.00				-	2,000.00
100-5212-60-01	Building Supplies	500.00		500.00				-	500.00
100-5220-60-01	Office Equipment	1,500.00		1,500.00				-	1,500.00
100-5230-60-01	Dues,Fees,& Subscriptions	2,700.00		2,700.00				-	2,700.00
100-5240-60-01	Postage and Delivery	50.00		50.00				-	50.00
100-5280-60-01	Printing and Reproduction	300.00		300.00				-	300.00
	Subtotal object - 05	7,050.00		7,050.00				-	7,050.00
100-5320-60-01	Repairs & Maintenance	15,500.00		15,500.00				-	15,500.00
100-5330-60-01	Copier Expense	2,800.00		2,800.00				-	2,800.00
100-5340-60-01	Building Repairs	34,660.00		34,660.00				-	34,660.00
100-5350-60-01	Vehicle Expense	500.00		500.00	36.32	36.32		7.26	463.68
100-5352-60-01	Fuel	525.00		525.00				-	525.00
100-5353-60-01	Oil/Grease/Inspections	100.00		100.00				-	100.00
	Subtotal object - 05	54,085.00		54,085.00	36.32	36.32		0.07	54,048.68
100-5400-60-01	Uniform Expense	750.00		750.00				-	750.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5410-60-01	Professional Services	78,000.00		78,000.00				-	78,000.00
100-5419-60-01	IT Licenses	1,050.00		1,050.00				-	1,050.00
100-5430-60-01	Legal Fees	7,500.00		7,500.00				-	7,500.00
100-5435-60-01	Legal Notices/Filings	500.00		500.00				-	500.00
100-5480-60-01	Contracted Services	35,200.00		35,200.00	1,600.00	1,600.00		4.55	33,600.00
	Subtotal object - 05	123,000.00		123,000.00	1,600.00	1,600.00		1.30	121,400.00
100-5523-60-01	Water/Sewer Charges	1,500.00		1,500.00	60.70	60.70		4.05	1,439.30
100-5524-60-01	GAS	1,500.00		1,500.00				-	1,500.00
100-5525-60-01	Electricity	5,900.00		5,900.00				-	5,900.00
100-5526-60-01	Data Network	2,500.00		2,500.00				-	2,500.00
100-5530-60-01	Travel	1,415.00		1,415.00				-	1,415.00
100-5533-60-01	Mileage Expense	750.00		750.00				-	750.00
100-5536-60-01	Training/Seminars	3,700.00		3,700.00				-	3,700.00
	Subtotal object - 05	17,265.00		17,265.00	60.70	60.70		0.35	17,204.30
100-5601-60-01	Event - Prosper Christmas	65,000.00		65,000.00				-	65,000.00
	Subtotal object - 05	65,000.00		65,000.00				-	65,000.00
100-6110-60-01	Capital Expenditure	195,000.00		195,000.00				-	195,000.00
	Subtotal object - 06	195,000.00		195,000.00				-	195,000.00
100-7145-60-01	Transfer to VERF	5,486.00		5,486.00	457.17	457.17		8.33	5,028.83
	Subtotal object - 07	5,486.00		5,486.00	457.17	457.17		8.33	5,028.83
Program number: 1	PARKS ADMINISTRATION	991,840.00		991,840.00	40,718.74	40,718.74		4.11	951,121.26
Program number: 2	PARKS OPERATIONS								
100-5110-60-02	Salaries & Wages	972,099.00		972,099.00	72,208.54	72,208.54		7.43	899,890.46
100-5115-60-02	Salaries - Overtime	16,117.00		16,117.00	481.03	481.03		2.99	15,635.97
100-5126-60-02	Salaries-Vacation Buy-Out	8,576.00		8,576.00				-	8,576.00
100-5140-60-02	Salaries - Longevity Pay	5,450.00		5,450.00				-	5,450.00
100-5143-60-02	Cell Phone Allowance	10,320.00		10,320.00	920.00	920.00		8.92	9,400.00
100-5145-60-02	Social Security Expense	62,779.00		62,779.00	4,229.69	4,229.69		6.74	58,549.31
100-5150-60-02	Medicare Expense	14,683.00		14,683.00	989.20	989.20		6.74	13,693.80
100-5155-60-02	SUTA Expense	3,402.00		3,402.00	58.89	58.89		1.73	3,343.11
100-5160-60-02	Health Insurance	192,960.00		192,960.00	14,039.04	14,039.04		7.28	178,920.96
100-5162-60-02	HSA Expense	19,500.00		19,500.00				-	19,500.00
100-5165-60-02	Dental Insurance	8,808.00		8,808.00	642.50	642.50		7.30	8,165.50
100-5170-60-02	Life Insurance/AD&D	2,364.00		2,364.00	187.60	187.60		7.94	2,176.40
100-5175-60-02	Liability (TML)/Workers' Comp	24,614.00		24,614.00	1,941.02	1,941.02		7.89	22,672.98
100-5180-60-02	TMRS Expense	139,126.00		139,126.00	9,907.84	9,907.84		7.12	129,218.16
100-5185-60-02	Long/Short Term Disability	1,847.00		1,847.00	133.18	133.18		7.21	1,713.82
100-5186-60-02	WELLE-Wellness Prog Reimb Empl	8,400.00		8,400.00	484.96	484.96		5.77	7,915.04
	Subtotal object - 05	1,491,045.00		1,491,045.00	106,223.49	106,223.49		7.12	1,384,821.51
100-5210-60-02	Office Supplies	600.00		600.00				-	600.00
100-5212-60-02	Building Supplies	21,900.00		21,900.00				-	21,900.00
100-5213-60-02	Custodial Supplies	5,500.00		5,500.00	1,382.00	1,382.00		25.13	4,118.00
100-5220-60-02	Office Equipment	1,800.00		1,800.00				-	1,800.00
100-5230-60-02	Dues,Fees,& Subscriptions	3,640.00		3,640.00				-	3,640.00
100-5240-60-02	Postage and Delivery	20.00		20.00	2.45	2.45		12.25	17.55
	Subtotal object - 05	33,460.00		33,460.00	1,384.45	1,384.45		4.14	32,075.55
100-5310-60-02	Rental Expense	41,500.00		41,500.00	5,802.00	5,802.00	29,010.00	13.98	6,688.00
100-5320-60-02	Repairs & Maintenance	72,410.00		72,410.00	655.88	655.88		0.91	71,754.12
100-5322-60-02	Irrigation Repairs	10,200.00		10,200.00	377.02	377.02		3.70	9,822.98
100-5323-60-02	Field Maintenance	51,500.00		51,500.00	889.07	889.07		1.73	50,610.93
100-5324-60-02	Landscape Maintenance	15,000.00		15,000.00	2,546.20	2,546.20		16.98	12,453.80
100-5330-60-02	Copier Expense	250.00		250.00				-	250.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5350-60-02	Vehicle Expense	8,000.00		8,000.00	671.16	671.16		8.39	7,328.84
100-5351-60-02	Equipment Expense/Repair	4,000.00		4,000.00	90.73	90.73		2.27	3,909.27
100-5352-60-02	Fuel	16,420.00		16,420.00				-	16,420.00
100-5353-60-02	Oil/Grease/Inspections	1,950.00		1,950.00	39.90	39.90		2.05	1,910.10
100-5355-60-02	Chemicals/Fertilizer	121,350.00		121,350.00	1,246.25	1,246.25		1.03	120,103.75
	Subtotal object - 05	342,580.00		342,580.00	12,318.21	12,318.21	29,010.00	3.60	301,251.79
100-5400-60-02	Uniform Expense	13,435.00		13,435.00	79.99	79.99		0.60	13,355.01
100-5480-60-02	Contracted Services	358,132.00		358,132.00	2,190.00	2,190.00	67,630.00	0.61	288,312.00
	Subtotal object - 05	371,567.00		371,567.00	2,269.99	2,269.99	67,630.00	0.61	301,667.01
100-5520-60-02	Telephones	4,748.00		4,748.00				-	4,748.00
100-5523-60-02	Water/Sewer Charges	179,788.00		179,788.00	18,523.18	18,523.18		10.30	161,264.82
100-5525-60-02	Electricity	145,273.00		145,273.00				-	145,273.00
100-5526-60-02	Data Network	525.00		525.00				-	525.00
100-5530-60-02	Travel	810.00		810.00	(10.00)	(10.00)		(1.24)	820.00
100-5533-60-02	Mileage Expense	300.00		300.00				-	300.00
100-5536-60-02	Training/Seminars	5,400.00		5,400.00				-	5,400.00
	Subtotal object - 05	336,844.00		336,844.00	18,513.18	18,513.18		5.50	318,330.82
100-5600-60-02	Special Events	1,500.00		1,500.00	164.39	164.39		10.96	1,335.61
100-5620-60-02	Tools & Equipment	4,350.00		4,350.00				-	4,350.00
100-5630-60-02	Safety Equipment	4,725.00		4,725.00				-	4,725.00
100-5640-60-02	Signs & Hardware	5,000.00		5,000.00				-	5,000.00
	Subtotal object - 05	15,575.00		15,575.00	164.39	164.39		1.06	15,410.61
100-7145-60-02	Transfer to VERF	218,452.00		218,452.00	18,204.33	18,204.33		8.33	200,247.67
	Subtotal object - 07	218,452.00		218,452.00	18,204.33	18,204.33		8.33	200,247.67
Program number: 2	PARKS OPERATIONS	2,809,523.00		2,809,523.00	159,078.04	159,078.04	96,640.00	5.66	2,553,804.96
Program number: 3	RECREATION								
100-5110-60-03	Salaries & Wages	95,107.00		95,107.00	7,419.16	7,419.16		7.80	87,687.84
100-5140-60-03	Salaries - Longevity Pay	210.00		210.00				-	210.00
100-5145-60-03	Social Security Expense	5,910.00		5,910.00	457.40	457.40		7.74	5,452.60
100-5150-60-03	Medicare Expense	1,383.00		1,383.00	106.98	106.98		7.74	1,276.02
100-5155-60-03	SUTA Expense	324.00		324.00				-	324.00
100-5160-60-03	Health Insurance	9,648.00		9,648.00	529.76	529.76		5.49	9,118.24
100-5162-60-03	HSA Expense	750.00		750.00				-	750.00
100-5165-60-03	Dental Insurance	864.00		864.00	68.04	68.04		7.88	795.96
100-5170-60-03	Life Insurance/AD&D	226.00		226.00	18.76	18.76		8.30	207.24
100-5175-60-03	Liability (TML)/Workers' Comp	1,172.00		1,172.00	179.00	179.00		15.27	993.00
100-5180-60-03	TMRS Expense	13,097.00		13,097.00	1,009.84	1,009.84		7.71	12,087.16
100-5185-60-03	Long/Short Term Disability	181.00		181.00	14.10	14.10		7.79	166.90
100-5186-60-03	WELLE-Wellness Prog Reimb Empl	600.00		600.00	39.16	39.16		6.53	560.84
	Subtotal object - 05	129,472.00		129,472.00	9,842.20	9,842.20		7.60	119,629.80
100-5220-60-03	Office Equipment	575.00		575.00				-	575.00
100-5240-60-03	Postage and Delivery	3,700.00		3,700.00	37.00	37.00		1.00	3,663.00
100-5260-60-03	Advertising	2,070.00		2,070.00	300.00	300.00		14.49	1,770.00
100-5280-60-03	Printing and Reproduction	3,700.00		3,700.00				-	3,700.00
	Subtotal object - 05	10,045.00		10,045.00	337.00	337.00		3.36	9,708.00
100-5475-60-03	Credit Card Fees	4,250.00		4,250.00	408.35	408.35		9.61	3,841.65
	Subtotal object - 05	4,250.00		4,250.00	408.35	408.35		9.61	3,841.65
100-5600-60-03	Special Events	33,710.00		33,710.00	685.25	685.25		2.03	33,024.75
	Subtotal object - 05	33,710.00		33,710.00	685.25	685.25		2.03	33,024.75
100-5995-60-03	Recreation Activities	84,000.00		84,000.00	2,843.70	2,843.70		3.39	81,156.30
	Subtotal object - 05	84,000.00		84,000.00	2,843.70	2,843.70		3.39	81,156.30
Program number: 3	RECREATION	261,477.00		261,477.00	14,116.50	14,116.50		5.40	247,360.50

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Program number: 5	LIBRARY								
100-5110-60-05	Salaries & Wages	352,561.00		352,561.00	24,366.81	24,366.81		6.91	328,194.19
100-5126-60-05	Salaries-Vacation Buy-Out	4,589.00		4,589.00				-	4,589.00
100-5140-60-05	Salaries - Longevity Pay	820.00		820.00				-	820.00
100-5145-60-05	Social Security Expense	22,195.00		22,195.00	1,484.42	1,484.42		6.69	20,710.58
100-5150-60-05	Medicare Expense	5,191.00		5,191.00	347.17	347.17		6.69	4,843.83
100-5155-60-05	SUTA Expense	2,430.00		2,430.00	38.48	38.48		1.58	2,391.52
100-5160-60-05	Health Insurance	28,944.00		28,944.00	1,544.48	1,544.48		5.34	27,399.52
100-5162-60-05	HSA EXPENSE	1,500.00		1,500.00				-	1,500.00
100-5165-60-05	Dental Insurance	1,304.00		1,304.00	104.64	104.64		8.03	1,199.36
100-5170-60-05	Life Insurance/AD&D	316.00		316.00	20.26	20.26		6.41	295.74
100-5175-60-05	Liability (TML)/Workers' Comp	1,182.00		1,182.00	77.76	77.76		6.58	1,104.24
100-5180-60-05	TMRS Expense	28,714.00		28,714.00	2,850.99	2,850.99		9.93	25,863.01
100-5185-60-05	Long/Short Term Disability	388.00		388.00	29.32	29.32		7.56	358.68
100-5186-60-05	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	78.32	78.32		6.53	1,121.68
	Subtotal object - 05	451,334.00		451,334.00	30,942.65	30,942.65		6.86	420,391.35
100-5210-60-05	Office Supplies	4,500.00		4,500.00				-	4,500.00
100-5220-60-05	Office Equipment	1,000.00		1,000.00				-	1,000.00
100-5230-60-05	Dues,Fees,& Subscriptions	8,184.00		8,184.00	3,300.00	3,300.00		40.32	4,884.00
100-5240-60-05	Postage and Delivery	600.00		600.00	40.50	40.50		6.75	559.50
100-5280-60-05	Printing and Reproduction	1,600.00		1,600.00	427.98	427.98		26.75	1,172.02
100-5281-60-05	Book Purchases	45,500.00		45,500.00	1,820.86	1,820.86	31,177.99	4.00	12,501.15
100-5282-60-05	DVD Purchases	2,200.00		2,200.00				-	2,200.00
100-5283-60-05	Audiobook Purchases	2,700.00		2,700.00	47.69	47.69		1.77	2,652.31
100-5284-60-05	Other Collect. Item Purchases	1,000.00		1,000.00				-	1,000.00
100-5290-60-05	Other Charges and Services	2,000.00		2,000.00				-	2,000.00
	Subtotal object - 05	69,284.00		69,284.00	5,637.03	5,637.03	31,177.99	8.14	32,468.98
100-5330-60-05	Copier Expense	1,900.00		1,900.00				-	1,900.00
	Subtotal object - 05	1,900.00		1,900.00				-	1,900.00
100-5400-60-05	Uniform Expense	1,600.00		1,600.00				-	1,600.00
100-5430-60-05	Legal Fees	500.00		500.00				-	500.00
100-5480-60-05	Contracted Services	8,100.00		8,100.00	3,000.00	3,000.00		37.04	5,100.00
	Subtotal object - 05	10,200.00		10,200.00	3,000.00	3,000.00		29.41	7,200.00
100-5520-60-05	Telephones	500.00		500.00				-	500.00
100-5530-60-05	Travel	700.00		700.00				-	700.00
100-5533-60-05	Mileage Expense	400.00		400.00				-	400.00
100-5536-60-05	Training/Seminars	1,500.00		1,500.00				-	1,500.00
	Subtotal object - 05	3,100.00		3,100.00				-	3,100.00
100-5600-60-05	Special Events	3,294.00		3,294.00				-	3,294.00
	Subtotal object - 05	3,294.00		3,294.00				-	3,294.00
100-7145-60-05	Transfer to VERF	3,507.00		3,507.00	292.25	292.25		8.33	3,214.75
	Subtotal object - 07	3,507.00		3,507.00	292.25	292.25		8.33	3,214.75
Program number: 5	LIBRARY	542,619.00		542,619.00	39,871.93	39,871.93	31,177.99	7.35	471,569.08
Department number: 60	COMMUNITY SERVICES	4,605,459.00		4,605,459.00	253,785.21	253,785.21	127,817.99	5.51	4,223,855.80
Program number: 1	ENGINEERING								
100-5110-98-01	Salaries & Wages	1,254,922.00		1,254,922.00	88,289.84	88,289.84		7.04	1,166,632.16
100-5115-98-01	Salaries - Overtime	700.00		700.00				-	700.00
100-5126-98-01	Salaries-Vacation Buy-Out	14,674.00		14,674.00				-	14,674.00
100-5140-98-01	Salaries - Longevity Pay	2,905.00		2,905.00				-	2,905.00
100-5143-98-01	Cell Phone Allowance	1,740.00		1,740.00	205.00	205.00		11.78	1,535.00
100-5145-98-01	Social Security Expense	79,047.00		79,047.00	5,104.98	5,104.98		6.46	73,942.02
100-5150-98-01	Medicare Expense	18,487.00		18,487.00	1,193.91	1,193.91		6.46	17,293.09

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5155-98-01	SUTA Expense	1,944.00		1,944.00				-	1,944.00
100-5160-98-01	Health Insurance	96,480.00		96,480.00	7,580.66	7,580.66		7.86	88,899.34
100-5162-98-01	HSA Expense	9,750.00		9,750.00				-	9,750.00
100-5165-98-01	Dental Insurance	4,992.00		4,992.00	382.46	382.46		7.66	4,609.54
100-5170-98-01	Life Insurance/AD&D	1,544.00		1,544.00	109.90	109.90		7.12	1,434.10
100-5175-98-01	Liability (TML)/Workers' Comp	11,271.00		11,271.00	353.97	353.97		3.14	10,917.03
100-5180-98-01	TMRS Expense	175,177.00		175,177.00	11,995.05	11,995.05		6.85	163,181.95
100-5185-98-01	Long/Short Term Disability	2,385.00		2,385.00	167.75	167.75		7.03	2,217.25
100-5186-98-01	WELLE-Wellness Prog Reimb Empl	4,800.00		4,800.00	300.00	300.00		6.25	4,500.00
	Subtotal object - 05	1,680,818.00		1,680,818.00	115,683.52	115,683.52		6.88	1,565,134.48
100-5210-98-01	Office Supplies	2,500.00		2,500.00				-	2,500.00
100-5220-98-01	Office Equipment	2,500.00		2,500.00				-	2,500.00
100-5230-98-01	Dues,Fees,& Subscriptions	2,000.00		2,000.00				-	2,000.00
100-5240-98-01	Postage and Delivery	200.00		200.00				-	200.00
100-5280-98-01	Printing and Reproduction	300.00		300.00				-	300.00
100-5290-98-01	Other Charges and Services				30.78	30.78		-	(30.78)
	Subtotal object - 05	7,500.00		7,500.00	30.78	30.78		0.41	7,469.22
100-5330-98-01	Copier Expense	2,000.00		2,000.00				-	2,000.00
100-5350-98-01	Vehicle Expense	2,000.00		2,000.00	322.26	322.26		16.11	1,677.74
100-5352-98-01	Fuel	1,800.00		1,800.00				-	1,800.00
	Subtotal object - 05	5,800.00		5,800.00	322.26	322.26		5.56	5,477.74
100-5400-98-01	Uniform Expense	2,600.00		2,600.00	229.98	229.98		8.85	2,370.02
100-5410-98-01	Professional Services	144,329.00		144,329.00				-	144,329.00
100-5419-98-01	IT Licenses	5,500.00		5,500.00				-	5,500.00
100-5430-98-01	Legal Fees	12,000.00		12,000.00				-	12,000.00
100-5435-98-01	Legal Notices/Filings	1,500.00		1,500.00	(124.00)	(124.00)		(8.27)	1,624.00
100-5480-98-01	Contracted Services	150,000.00		150,000.00			14,500.00	-	135,500.00
	Subtotal object - 05	315,929.00		315,929.00	105.98	105.98	14,500.00	0.03	301,323.02
100-5520-98-01	Telephones	2,000.00		2,000.00				-	2,000.00
100-5526-98-01	Data Network	2,520.00		2,520.00				-	2,520.00
100-5530-98-01	Travel	780.00		780.00				-	780.00
100-5533-98-01	Mileage Expense	1,200.00		1,200.00				-	1,200.00
100-5536-98-01	Training/Seminars	6,400.00		6,400.00	540.00	540.00		8.44	5,860.00
	Subtotal object - 05	12,900.00		12,900.00	540.00	540.00		4.19	12,360.00
100-5620-98-01	Tools & Equipment	200.00		200.00				-	200.00
100-5630-98-01	Safety Equipment	200.00		200.00				-	200.00
	Subtotal object - 05	400.00		400.00				-	400.00
100-7145-98-01	Transfer to VERF	8,459.00		8,459.00	704.92	704.92		8.33	7,754.08
	Subtotal object - 07	8,459.00		8,459.00	704.92	704.92		8.33	7,754.08
Program number: 1	ENGINEERING	2,031,806.00		2,031,806.00	117,387.46	117,387.46	14,500.00	5.78	1,899,918.54
Department number: 98	ENGINEERING	2,031,806.00		2,031,806.00	117,387.46	117,387.46	14,500.00	5.78	1,899,918.54
	Expense Subtotal - - - - -	32,590,291.28	627,000.00	33,217,291.28	1,686,653.01	1,686,653.01	493,715.51	5.18	31,036,922.76
Fund number: 100	GENERAL	(108,108.72)	627,000.00	(418,891.00)	(586,019.53)	(586,019.53)	493,715.51	542.07	(511,195.00)
Fund number: 120	POLICE SPD								
Program number: 1	OPERATIONS								
120-4120-20-01	Sales Taxes	(1,564,807.00)		(1,564,807.00)	(134,773.82)	(134,773.82)		8.61	(1,430,033.18)
	Subtotal object - 04	(1,564,807.00)		(1,564,807.00)	(134,773.82)	(134,773.82)		8.61	(1,430,033.18)
120-4610-20-01	Interest Income	(300.00)		(300.00)	(108.74)	(108.74)		36.25	(191.26)
	Subtotal object - 04	(300.00)		(300.00)	(108.74)	(108.74)		36.25	(191.26)
Program number: 1	OPERATIONS	(1,565,107.00)		(1,565,107.00)	(134,882.56)	(134,882.56)		8.62	(1,430,224.44)
Department number: 20	POLICE	(1,565,107.00)		(1,565,107.00)	(134,882.56)	(134,882.56)		8.62	(1,430,224.44)
	Revenue Subtotal - - - - -	(1,565,107.00)		(1,565,107.00)	(134,882.56)	(134,882.56)		8.62	(1,430,224.44)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
120-5110-20-01	Salaries & Wages	940,289.00		940,289.00	70,031.22	70,031.22		7.45	870,257.78
120-5115-20-01	Salaries - Overtime	65,000.00		65,000.00	8,343.97	8,343.97		12.84	56,656.03
120-5126-20-01	Salaries-Vacation Buy-Out	3,116.00		3,116.00				-	3,116.00
120-5127-20-01	Salaries-Certification Pay	16,200.00		16,200.00	959.96	959.96		5.93	15,240.04
120-5140-20-01	Salaries - Longevity Pay	4,280.00		4,280.00				-	4,280.00
120-5145-20-01	Social Security Expense	63,791.00		63,791.00	4,689.37	4,689.37		7.35	59,101.63
120-5150-20-01	Medicare Expense	14,919.00		14,919.00	1,096.72	1,096.72		7.35	13,822.28
120-5155-20-01	SUTA Expense	2,106.00		2,106.00				-	2,106.00
120-5160-20-01	Health Insurance	125,424.00		125,424.00	9,380.88	9,380.88		7.48	116,043.12
120-5162-20-01	HSA Expense	10,500.00		10,500.00				-	10,500.00
120-5165-20-01	Dental Insurance	5,692.00		5,692.00	453.29	453.29		7.96	5,238.71
120-5170-20-01	Life Insurance/AD&D	4,877.00		4,877.00	390.75	390.75		8.01	4,486.25
120-5175-20-01	Liability (TML) Workers' Comp	25,158.00		25,158.00	2,000.37	2,000.37		7.95	23,157.63
120-5180-20-01	TMRS Expense	141,369.00		141,369.00	10,754.06	10,754.06		7.61	130,614.94
120-5185-20-01	Long/Short Term Disability	1,787.00		1,787.00	126.61	126.61		7.09	1,660.39
120-5186-20-01	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	89.16	89.16		7.43	1,110.84
	Subtotal object - 05	1,425,708.00		1,425,708.00	108,316.36	108,316.36		7.60	1,317,391.64
Program number: 1	OPERATIONS	1,425,708.00		1,425,708.00	108,316.36	108,316.36		7.60	1,317,391.64
Department number: 20	POLICE	1,425,708.00		1,425,708.00	108,316.36	108,316.36		7.60	1,317,391.64
	Expense Subtotal - - - - -	1,425,708.00		1,425,708.00	108,316.36	108,316.36		7.60	1,317,391.64
Fund number: 120	POLICE SPD	(139,399.00)		(139,399.00)	(26,566.20)	(26,566.20)		19.06	(112,832.80)
Fund number: 130	FIRE SPD								
Program number: 1	OPERATIONS								
130-4120-30-01	Sales Taxes	(1,564,807.00)		(1,564,807.00)	(134,610.51)	(134,610.51)		8.60	(1,430,196.49)
	Subtotal object - 04	(1,564,807.00)		(1,564,807.00)	(134,610.51)	(134,610.51)		8.60	(1,430,196.49)
Program number: 1	OPERATIONS	(1,564,807.00)		(1,564,807.00)	(134,610.51)	(134,610.51)		8.60	(1,430,196.49)
Department number: 30	FIRE	(1,564,807.00)		(1,564,807.00)	(134,610.51)	(134,610.51)		8.60	(1,430,196.49)
	Revenue Subtotal - - - - -	(1,564,807.00)		(1,564,807.00)	(134,610.51)	(134,610.51)		8.60	(1,430,196.49)
130-5110-30-01	Salaries & Wages	921,680.00		921,680.00	67,604.16	67,604.16		7.34	854,075.84
130-5115-30-01	Salaries - Overtime	140,000.00		140,000.00	11,889.24	11,889.24		8.49	128,110.76
130-5116-30-01	Salaries - FLSA Overtime				1,274.01	1,274.01		-	(1,274.01)
130-5127-30-01	Salaries-Certification Pay	11,580.00		11,580.00	860.77	860.77		7.43	10,719.23
130-5140-30-01	Salaries - Longevity Pay	2,805.00		2,805.00				-	2,805.00
130-5145-30-01	Social Security Expense	66,716.00		66,716.00	4,655.44	4,655.44		6.98	62,060.56
130-5150-30-01	Medicare Expense	15,603.00		15,603.00	1,088.78	1,088.78		6.98	14,514.22
130-5155-30-01	SUTA Expense	2,106.00		2,106.00				-	2,106.00
130-5160-30-01	Health Insurance	125,424.00		125,424.00	11,809.10	11,809.10		9.42	113,614.90
130-5162-30-01	HSA Expense	13,500.00		13,500.00				-	13,500.00
130-5165-30-01	Dental Insurance	5,813.00		5,813.00	461.45	461.45		7.94	5,351.55
130-5170-30-01	Life Insurance/AD&D	4,877.00		4,877.00	390.75	390.75		8.01	4,486.25
130-5175-30-01	Liability (TML) Workers' Comp	26,304.00		26,304.00	2,192.16	2,192.16		8.33	24,111.84
130-5180-30-01	TMRS Expense	147,852.00		147,852.00	11,099.57	11,099.57		7.51	136,752.43
130-5185-30-01	Long/Short Term Disability	1,752.00		1,752.00	125.13	125.13		7.14	1,626.87
130-5186-30-01	WELLE-Wellness Prog Reimb Empl	4,800.00		4,800.00	347.90	347.90		7.25	4,452.10
	Subtotal object - 05	1,490,812.00		1,490,812.00	113,798.46	113,798.46		7.63	1,377,013.54
Program number: 1	OPERATIONS	1,490,812.00		1,490,812.00	113,798.46	113,798.46		7.63	1,377,013.54
Department number: 30	FIRE	1,490,812.00		1,490,812.00	113,798.46	113,798.46		7.63	1,377,013.54
	Expense Subtotal - - - - -	1,490,812.00		1,490,812.00	113,798.46	113,798.46		7.63	1,377,013.54
Fund number: 130	FIRE SPD	(73,995.00)		(73,995.00)	(20,812.05)	(20,812.05)		28.13	(53,182.95)
Fund number: 150	TIRZ #1 - BLUE STAR								
Department number: 10	ADMINISTRATION								
150-4040-10-00	East Thoroughfare Impact Fees	(1,000,000.00)		(1,000,000.00)				-	(1,000,000.00)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 04	(1,000,000.00)		(1,000,000.00)				-	(1,000,000.00)
150-4110-10-00	Property Taxes (Town)	(554,473.00)		(554,473.00)				-	(554,473.00)
150-4111-10-00	Property Taxes (County)	(133,249.00)		(133,249.00)				-	(133,249.00)
150-4120-10-00	Sales Taxes (Town)	(562,344.00)		(562,344.00)	(42,777.81)	(42,777.81)		7.61	(519,566.19)
150-4121-10-00	Sales Taxes (PEDC)	(470,962.00)		(470,962.00)	(35,826.42)	(35,826.42)		7.61	(435,135.58)
	Subtotal object - 04	(1,721,028.00)		(1,721,028.00)	(78,604.23)	(78,604.23)		4.57	(1,642,423.77)
150-4610-10-00	Interest Income	(2,000.00)		(2,000.00)	(433.55)	(433.55)		21.68	(1,566.45)
	Subtotal object - 04	(2,000.00)		(2,000.00)	(433.55)	(433.55)		21.68	(1,566.45)
Program number:	DEFAULT PROGRAM	(2,723,028.00)		(2,723,028.00)	(79,037.78)	(79,037.78)		2.90	(2,643,990.22)
Department number: 10	ADMINISTRATION	(2,723,028.00)		(2,723,028.00)	(79,037.78)	(79,037.78)		2.90	(2,643,990.22)
	Revenue Subtotal - - - - -	(2,723,028.00)		(2,723,028.00)	(79,037.78)	(79,037.78)		2.90	(2,643,990.22)
150-5810-10-00	Thoro Impact Fee Rebate	1,000,000.00		1,000,000.00				-	1,000,000.00
150-5815-10-00	Town Sales Tax Rebate	564,344.00		564,344.00				-	564,344.00
150-5816-10-00	PEDC Sales Tax Rebate	470,962.00		470,962.00				-	470,962.00
150-5820-10-00	Town Ad Valorem Tax Rebate	554,473.00		554,473.00				-	554,473.00
150-5821-10-00	County Ad Valorem Tax Rebate	133,249.00		133,249.00				-	133,249.00
	Subtotal object - 05	2,723,028.00		2,723,028.00				-	2,723,028.00
Program number:	DEFAULT PROGRAM	2,723,028.00		2,723,028.00				-	2,723,028.00
Department number: 10	ADMINISTRATION	2,723,028.00		2,723,028.00				-	2,723,028.00
	Expense Subtotal - - - - -	2,723,028.00		2,723,028.00				-	2,723,028.00
Fund number: 150	TIRZ #1 - BLUE STAR				(79,037.78)	(79,037.78)		-	79,037.78
Fund number: 160	TIRZ #2 - MATTHEWS SOUTHWEST								
Department number: 10	ADMINISTRATION								
160-4110-10-00	Property Taxes (Town)	(10,350.00)		(10,350.00)				-	(10,350.00)
160-4111-10-00	Property Taxes (County)	(2,487.00)		(2,487.00)				-	(2,487.00)
160-4120-10-00	Sales Taxes (Town)	(10.00)		(10.00)				-	(10.00)
160-4121-10-00	Sales Taxes (PEDC)	(10.00)		(10.00)				-	(10.00)
	Subtotal object - 04	(12,857.00)		(12,857.00)				-	(12,857.00)
160-4610-10-00	Interest Income	(150.00)		(150.00)	(53.71)	(53.71)		35.81	(96.29)
	Subtotal object - 04	(150.00)		(150.00)	(53.71)	(53.71)		35.81	(96.29)
Program number:	DEFAULT PROGRAM	(13,007.00)		(13,007.00)	(53.71)	(53.71)		0.41	(12,953.29)
Department number: 10	ADMINISTRATION	(13,007.00)		(13,007.00)	(53.71)	(53.71)		0.41	(12,953.29)
	Revenue Subtotal - - - - -	(13,007.00)		(13,007.00)	(53.71)	(53.71)		0.41	(12,953.29)
160-5815-10-00	Town Sales Tax Rebate	160.00		160.00				-	160.00
160-5816-10-00	PEDC Sales Tax Rebate	10.00		10.00				-	10.00
160-5820-10-00	Town Ad Valorem Tax Rebate	10,350.00		10,350.00				-	10,350.00
160-5821-10-00	County Ad Valorem Tax Rebate	2,487.00		2,487.00				-	2,487.00
	Subtotal object - 05	13,007.00		13,007.00				-	13,007.00
Program number:	DEFAULT PROGRAM	13,007.00		13,007.00				-	13,007.00
Department number: 10	ADMINISTRATION	13,007.00		13,007.00				-	13,007.00
	Expense Subtotal - - - - -	13,007.00		13,007.00				-	13,007.00
Fund number: 160	TIRZ #2 - MATTHEWS SOUTHWEST				(53.71)	(53.71)		-	53.71
Fund number: 200	WATER/SEWER								
200-4000-10-08	W/S Service Initiation	(94,700.00)		(94,700.00)	(10,430.00)	(10,430.00)		11.01	(84,270.00)
200-4007-10-08	Sanitation	(1,527,500.00)		(1,527,500.00)	(127,726.96)	(127,726.96)		8.36	(1,399,773.04)
200-4009-10-08	Late Fee-W/S	(112,000.00)		(112,000.00)				-	(112,000.00)
	Subtotal object - 04	(1,734,200.00)		(1,734,200.00)	(138,156.96)	(138,156.96)		7.97	(1,596,043.04)
Program number: 8	UTILITY BILLING	(1,734,200.00)		(1,734,200.00)	(138,156.96)	(138,156.96)		7.97	(1,596,043.04)
200-4200-10-99	T-Mobile Fees	(74,400.00)		(74,400.00)	(6,200.06)	(6,200.06)		8.33	(68,199.94)
200-4201-10-99	Tierone Converged Network	(22,776.00)		(22,776.00)	(1,898.00)	(1,898.00)		8.33	(20,878.00)
200-4205-10-99	Rise Broadband	(13,680.00)		(13,680.00)	(1,140.66)	(1,140.66)		8.34	(12,539.34)
200-4206-10-99	Verizon Antennae Lease	(66,805.00)		(66,805.00)	(35,083.75)	(35,083.75)		52.52	(31,721.25)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 04	(177,661.00)		(177,661.00)	(44,322.47)	(44,322.47)		24.95	(133,338.53)
Program number: 99	NON-DEPARTMENTAL	(177,661.00)		(177,661.00)	(44,322.47)	(44,322.47)		24.95	(133,338.53)
Department number: 10	ADMINISTRATION	(1,911,861.00)		(1,911,861.00)	(182,479.43)	(182,479.43)		9.55	(1,729,381.57)
200-4005-50-02	Water Revenue	(13,403,322.00)		(13,403,322.00)	(1,362,099.18)	(1,362,099.18)		10.16	(12,041,222.82)
200-4010-50-02	Connection Tap & Construction	(800,000.00)		(800,000.00)	(134,500.00)	(134,500.00)		16.81	(665,500.00)
200-4012-50-02	Saturday Inspection Fee	(5,000.00)		(5,000.00)	(1,050.00)	(1,050.00)		21.00	(3,950.00)
200-4018-50-02	Internet Cr. Card Fees	(90,000.00)		(90,000.00)	(10,512.16)	(10,512.16)		11.68	(79,487.84)
200-4019-50-02	Cr. Card Pmt Fees	(25,000.00)		(25,000.00)	(3,869.05)	(3,869.05)		15.48	(21,130.95)
200-4060-50-02	NSF Fees	(1,500.00)		(1,500.00)	(100.00)	(100.00)		6.67	(1,400.00)
	Subtotal object - 04	(14,324,822.00)		(14,324,822.00)	(1,512,130.39)	(1,512,130.39)		10.56	(12,812,691.61)
200-4243-50-02	Backflow Prevention Inspection	(51,000.00)		(51,000.00)	(5,525.00)	(5,525.00)		10.83	(45,475.00)
	Subtotal object - 04	(51,000.00)		(51,000.00)	(5,525.00)	(5,525.00)		10.83	(45,475.00)
200-4610-50-02	Interest Income	(55,000.00)		(55,000.00)	(14,781.88)	(14,781.88)		26.88	(40,218.12)
	Subtotal object - 04	(55,000.00)		(55,000.00)	(14,781.88)	(14,781.88)		26.88	(40,218.12)
200-4910-50-02	Other Revenue	(150,000.00)		(150,000.00)	(21,430.14)	(21,430.14)		14.29	(128,569.86)
200-4930-50-02	Insurance Proceeds				(5,028.39)	(5,028.39)		-	5,028.39
	Subtotal object - 04	(150,000.00)		(150,000.00)	(26,458.53)	(26,458.53)		17.64	(123,541.47)
Program number: 2	WATER	(14,580,822.00)		(14,580,822.00)	(1,558,895.80)	(1,558,895.80)		10.69	(13,021,926.20)
200-4006-50-03	Sewer	(7,712,010.00)		(7,712,010.00)	(612,010.73)	(612,010.73)		7.94	(7,099,999.27)
200-4010-50-03	Connection Tap & Construction	(300,000.00)		(300,000.00)	(56,000.00)	(56,000.00)		18.67	(244,000.00)
	Subtotal object - 04	(8,012,010.00)		(8,012,010.00)	(668,010.73)	(668,010.73)		8.34	(7,343,999.27)
Program number: 3	WASTEWATER	(8,012,010.00)		(8,012,010.00)	(668,010.73)	(668,010.73)		8.34	(7,343,999.27)
Department number: 50	PUBLIC WORKS	(22,592,832.00)		(22,592,832.00)	(2,226,906.53)	(2,226,906.53)		9.86	(20,365,925.47)
	Revenue Subtotal - - - - -	(24,504,693.00)		(24,504,693.00)	(2,409,385.96)	(2,409,385.96)		9.83	(22,095,307.04)
Program number: 8	UTILITY BILLING								
200-5110-10-08	Salaries & Wages	196,457.00		196,457.00	15,134.80	15,134.80		7.70	181,322.20
200-5115-10-08	Salaries - Overtime	3,500.00		3,500.00	43.77	43.77		1.25	3,456.23
200-5140-10-08	Salaries - Longevity Pay	1,020.00		1,020.00	-	-		-	1,020.00
200-5143-10-08	Cell Phone Allowance	1,440.00		1,440.00	60.00	60.00		4.17	1,380.00
200-5145-10-08	Social Security Expense	12,550.00		12,550.00	906.83	906.83		7.23	11,643.17
200-5150-10-08	Medicare Expense	2,936.00		2,936.00	212.10	212.10		7.22	2,723.90
200-5155-10-08	SUTA Expense	648.00		648.00	-	-		-	648.00
200-5160-10-08	Health Insurance	38,592.00		38,592.00	2,259.60	2,259.60		5.86	36,332.40
200-5162-10-08	HSA Expense	2,250.00		2,250.00	-	-		-	2,250.00
200-5165-10-08	Dental Insurance	1,759.00		1,759.00	138.66	138.66		7.88	1,620.34
200-5170-10-08	Life Insurance/AD&D	451.00		451.00	37.50	37.50		8.32	413.50
200-5175-10-08	Liability (TML)/Workers' Comp	538.00		538.00	41.19	41.19		7.66	496.81
200-5180-10-08	TMRS Expense	27,332.00		27,332.00	2,067.24	2,067.24		7.56	25,264.76
200-5185-10-08	Long/Short Term Disability	374.00		374.00	28.74	28.74		7.68	345.26
200-5186-10-08	WELLE-Wellness Prog Reimb-Emp	1,200.00		1,200.00	89.16	89.16		7.43	1,110.84
	Subtotal object - 05	291,047.00		291,047.00	21,019.59	21,019.59		7.22	270,027.41
200-5210-10-08	Office Supplies	3,100.00		3,100.00	-	-		-	3,100.00
200-5220-10-08	Office Equipment	7,500.00		7,500.00	-	-		-	7,500.00
200-5230-10-08	Dues,Fees,& Subscriptions	100.00		100.00	-	-		-	100.00
200-5240-10-08	Postage and Delivery	56,300.00		56,300.00	3.50	3.50		0.01	56,296.50
200-5280-10-08	Printing and Reproduction	4,860.00		4,860.00	-	-		-	4,860.00
200-5290-10-08	Other Charges and Services	600.00		600.00	-	-		-	600.00
	Subtotal object - 05	72,460.00		72,460.00	3.50	3.50		0.01	72,456.50
200-5330-10-08	Copier Expense	2,700.00		2,700.00	-	-		-	2,700.00
	Subtotal object - 05	2,700.00		2,700.00	-	-		-	2,700.00
200-5400-10-08	Uniform Expense	225.00		225.00	-	-		-	225.00
200-5418-10-08	IT Fees	14,270.00		14,270.00	-	-		-	14,270.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5419-10-08	IT Licenses	10,300.00		10,300.00				-	10,300.00
200-5430-10-08	Legal Fees	1,000.00		1,000.00				-	1,000.00
200-5470-10-08	Trash Collection	1,527,500.00		1,527,500.00				-	1,527,500.00
200-5475-10-08	CREDIT CARD FEES	136,000.00		136,000.00	16,596.05	16,596.05		12.20	119,403.95
200-5479-10-08	Household Haz. Waste Disposal	7,800.00		7,800.00				-	7,800.00
200-5480-10-08	Contracted Services	18,684.00		18,684.00	276.00	276.00		1.48	18,408.00
	Subtotal object - 05	1,715,779.00		1,715,779.00	16,872.05	16,872.05		0.98	1,698,906.95
200-5530-10-08	Travel	694.00		694.00				-	694.00
200-5533-10-08	Mileage Expense	265.00		265.00				-	265.00
200-5536-10-08	Training/Seminars	2,390.00		2,390.00				-	2,390.00
	Subtotal object - 05	3,349.00		3,349.00				-	3,349.00
200-5600-10-08	Special Events	900.00		900.00				-	900.00
	Subtotal object - 05	900.00		900.00				-	900.00
200-7145-10-08	Transfer to VERF	281.00		281.00	23.42	23.42		8.34	257.58
200-7147-10-08	Transfer to GF	44,701.00		44,701.00	3,725.08	3,725.08		8.33	40,975.92
	Subtotal object - 07	44,982.00		44,982.00	3,748.50	3,748.50		8.33	41,233.50
Program number: 8	UTILITY BILLING	2,131,217.00		2,131,217.00	41,643.64	41,643.64		1.95	2,089,573.36
Program number: 99	NON-DEPARTMENTAL								
200-5110-10-99	Salaries & Wages	(58,146.00)		(58,146.00)				-	(58,146.00)
200-5176-10-99	TML-Prop & Liab Insurance	95,000.00		95,000.00				-	95,000.00
	Subtotal object - 05	36,854.00		36,854.00				-	36,854.00
200-5295-10-99	General Fund Franchise Fee	362,075.00		362,075.00	30,172.92	30,172.92		8.33	331,902.08
	Subtotal object - 05	362,075.00		362,075.00	30,172.92	30,172.92		8.33	331,902.08
200-5410-10-99	Professional Services	25,000.00		25,000.00				-	25,000.00
200-5415-10-99	Tuition Reimbursement	500.00		500.00				-	500.00
	Subtotal object - 05	25,500.00		25,500.00				-	25,500.00
200-5930-10-99	Damage Claims Expense	10,000.00		10,000.00				-	10,000.00
	Subtotal object - 05	10,000.00		10,000.00				-	10,000.00
200-6186-10-99	2013 Bond Payment	230,000.00		230,000.00				-	230,000.00
200-6193-10-99	2012 CO Bond Payment	302,950.00		302,950.00				-	302,950.00
	Subtotal object - 06	532,950.00		532,950.00				-	532,950.00
200-6201-10-99	2014 GO Bond Payment	395,000.00		395,000.00				-	395,000.00
200-6202-10-99	2014 CO Bond Payment	530,000.00		530,000.00				-	530,000.00
200-6203-10-99	2015 GO Debt payment	336,300.00		336,300.00				-	336,300.00
200-6205-10-99	2016 GO Bond Payment	69,500.00		69,500.00				-	69,500.00
200-6210-10-99	2018 CO Bond Payment	345,000.00		345,000.00				-	345,000.00
200-6211-10-99	2019 CO Debt Payment	123,823.00		123,823.00				-	123,823.00
200-6299-10-99	Bond Interest Expense	1,368,696.00		1,368,696.00				-	1,368,696.00
	Subtotal object - 06	3,168,319.00		3,168,319.00				-	3,168,319.00
200-7000-10-99	Contingency	50,000.00		50,000.00	4,745.00	4,745.00		9.49	45,255.00
	Subtotal object - 07	50,000.00		50,000.00	4,745.00	4,745.00		9.49	45,255.00
Program number: 99	NON-DEPARTMENTAL	4,185,698.00		4,185,698.00	34,917.92	34,917.92		0.83	4,150,780.08
Department number: 10	ADMINISTRATION	6,316,915.00		6,316,915.00	76,561.56	76,561.56		1.21	6,240,353.44
Program number: 2	WATER								
200-5110-50-02	Salaries & Wages	1,364,887.00		1,364,887.00	87,717.98	87,717.98		6.43	1,277,169.02
200-5115-50-02	Salaries - Overtime	68,400.00		68,400.00	5,090.49	5,090.49		7.44	63,309.51
200-5140-50-02	Salaries - Longevity Pay	6,865.00		6,865.00				-	6,865.00
200-5143-50-02	Cell Phone Allowance	720.00		720.00	120.00	120.00		16.67	600.00
200-5145-50-02	Social Security Expense	87,474.00		87,474.00	5,336.12	5,336.12		6.10	82,137.88
200-5150-50-02	Medicare Expense	20,458.00		20,458.00	1,247.96	1,247.96		6.10	19,210.04
200-5155-50-02	SUTA Expense	4,212.00		4,212.00	80.96	80.96		1.92	4,131.04
200-5160-50-02	Health Insurance	236,574.00		236,574.00	15,029.62	15,029.62		6.35	221,544.38

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5162-50-02	HSA Expense	16,500.00		16,500.00				-	16,500.00
200-5165-50-02	Dental Insurance	11,056.00		11,056.00	721.18	721.18		6.52	10,334.82
200-5170-50-02	Life Insurance/AD&D	2,902.00		2,902.00	189.10	189.10		6.52	2,712.90
200-5175-50-02	Liability (TML)/Workers' Comp	40,534.00		40,534.00	2,709.38	2,709.38		6.68	37,824.62
200-5180-50-02	TMRS Expense	193,717.00		193,717.00	12,616.04	12,616.04		6.51	181,100.96
200-5185-50-02	Long/Short Term Disability	2,594.00		2,594.00	157.52	157.52		6.07	2,436.48
200-5186-50-02	WELLE-Wellness Prog Reimb-Empl	7,500.00		7,500.00	367.48	367.48		4.90	7,132.52
	Subtotal object - 05	2,064,393.00		2,064,393.00	131,383.83	131,383.83		6.36	1,933,009.17
200-5210-50-02	Office Supplies	3,200.00		3,200.00				-	3,200.00
200-5212-50-02	Building Supplies	3,800.00		3,800.00	159.00	159.00		4.18	3,641.00
200-5220-50-02	Office Equipment	2,350.00		2,350.00			3,913.64	-	(1,563.64)
200-5230-50-02	Dues,Fees,& Subscriptions	25,000.00		25,000.00	50.00	50.00		0.20	24,950.00
200-5240-50-02	Postage and Delivery	200.00		200.00	24.00	24.00		12.00	176.00
200-5260-50-02	Advertising	240.00		240.00				-	240.00
200-5280-50-02	Printing and Reproduction	500.00		500.00				-	500.00
	Subtotal object - 05	35,290.00		35,290.00	233.00	233.00	3,913.64	0.66	31,143.36
200-5310-50-02	Rental Expense	20,000.00		20,000.00				-	20,000.00
200-5320-50-02	Repairs & Maintenance	1,300.00		1,300.00				-	1,300.00
200-5330-50-02	Copier Expense	1,000.00		1,000.00				-	1,000.00
200-5340-50-02	Building Repairs	5,000.00		5,000.00	1,005.05	1,005.05		20.10	3,994.95
200-5350-50-02	Vehicle Expense	25,794.00		25,794.00	1,886.23	1,886.23		7.31	23,907.77
200-5351-50-02	Equipment Expense/Repair	11,700.00		11,700.00	114.25	114.25		0.98	11,585.75
200-5352-50-02	Fuel	27,100.00		27,100.00				-	27,100.00
200-5353-50-02	Oil/Grease/Inspections	1,180.00		1,180.00				-	1,180.00
	Subtotal object - 05	93,074.00		93,074.00	3,005.53	3,005.53		3.23	90,068.47
200-5400-50-02	Uniform Expense	19,650.00		19,650.00	360.92	360.92		1.84	19,289.08
200-5410-50-02	Professional Services	130,000.00		130,000.00				-	130,000.00
200-5419-50-02	IT Licenses	42,240.00		42,240.00				-	42,240.00
200-5430-50-02	Legal Fees	500.00		500.00				-	500.00
200-5480-50-02	Contracted Services	255,040.00		255,040.00	4,609.35	4,609.35	15,000.00	1.81	235,430.65
	Subtotal object - 05	447,430.00		447,430.00	4,970.27	4,970.27	15,000.00	1.11	427,459.73
200-5520-50-02	Telephones	10,720.00		10,720.00				-	10,720.00
200-5523-50-02	Water/Sewer Charges	6,100.00		6,100.00	269.94	269.94		4.43	5,830.06
200-5524-50-02	Gas	2,000.00		2,000.00				-	2,000.00
200-5525-50-02	Electricity	331,800.00		331,800.00				-	331,800.00
200-5526-50-02	Data Network	5,000.00		5,000.00				-	5,000.00
200-5530-50-02	Travel	460.00		460.00				-	460.00
200-5533-50-02	Mileage Expense	100.00		100.00				-	100.00
200-5536-50-02	Training/Seminars	25,300.00		25,300.00				-	25,300.00
200-5540-50-02	Water Testing	13,300.00		13,300.00				-	13,300.00
200-5545-50-02	Meter Purchases	1,020,150.00		1,020,150.00	5,267.44	5,267.44	20,560.50	0.52	994,322.06
200-5550-50-02	Water Purchases	6,681,709.00		6,681,709.00	564,151.92	564,151.92		8.44	6,117,557.08
	Subtotal object - 05	8,096,639.00		8,096,639.00	569,689.30	569,689.30	20,560.50	7.04	7,506,389.20
200-5600-50-02	Special Events	8,000.00		8,000.00				-	8,000.00
200-5620-50-02	Tools & Equipment	19,250.00		19,250.00	228.05	228.05	5,250.00	1.19	13,771.95
200-5630-50-02	Safety Equipment	13,500.00		13,500.00	339.99	339.99		2.52	13,160.01
200-5640-50-02	Signs & Hardware	250.00		250.00				-	250.00
200-5650-50-02	Maintenance Materials	6,000.00		6,000.00	48.40	48.40		0.81	5,951.60
200-5660-50-02	Chemical Supplies	21,000.00		21,000.00	477.25	477.25		2.27	20,522.75
200-5670-50-02	System Improvements	68,724.00		68,724.00	6,762.11	6,762.11		9.84	61,961.89
	Subtotal object - 05	136,724.00		136,724.00	7,855.80	7,855.80	5,250.00	5.75	123,618.20
200-6110-50-02	Capital Expenditure	16,000.00		16,000.00				-	16,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-6160-50-02	Capital Expense-Vehicles	35,256.00		35,256.00				-	35,256.00
	Subtotal object - 06	51,256.00		51,256.00				-	51,256.00
200-7145-50-02	Transfer to VEF	171,421.00		171,421.00	14,285.08	14,285.08		8.33	157,135.92
200-7147-50-02	Transfer to GF	704,319.00		704,319.00	58,693.25	58,693.25		8.33	645,625.75
	Subtotal object - 07	875,740.00		875,740.00	72,978.33	72,978.33		8.33	802,761.67
Program number: 2	WATER	11,800,546.00		11,800,546.00	790,116.06	790,116.06	44,724.14	6.70	10,965,705.80
Program number: 3	WASTEWATER								
200-5110-50-03	Salaries & Wages	622,570.00		622,570.00	36,771.94	36,771.94		5.91	585,798.06
200-5115-50-03	Salaries - Overtime	30,700.00		30,700.00	2,252.02	2,252.02		7.34	28,447.98
200-5126-50-03	Salaries-Vacation Buy-Out	2,413.00		2,413.00				-	2,413.00
200-5140-50-03	Salaries - Longevity Pay	2,020.00		2,020.00				-	2,020.00
200-5143-50-03	Cell Phone Allowance	720.00		720.00				-	720.00
200-5145-50-03	Social Security Expense	40,512.00		40,512.00	2,255.33	2,255.33		5.57	38,256.67
200-5150-50-03	Medicare Expense	9,475.00		9,475.00	527.47	527.47		5.57	8,947.53
200-5155-50-03	SUTA Expense	2,106.00		2,106.00				-	2,106.00
200-5160-50-03	Health Insurance	123,111.00		123,111.00	6,361.98	6,361.98		5.17	116,749.02
200-5162-50-03	HSA Expense	9,750.00		9,750.00				-	9,750.00
200-5165-50-03	Dental Insurance	5,660.00		5,660.00	325.06	325.06		5.74	5,334.94
200-5170-50-03	Life Insurance/AD&D	1,612.00		1,612.00	103.18	103.18		6.40	1,508.82
200-5175-50-03	Liability (TML)/Workers' Comp	18,405.00		18,405.00	1,182.79	1,182.79		6.43	17,222.21
200-5180-50-03	TMRS Expense	89,721.00		89,721.00	5,295.91	5,295.91		5.90	84,425.09
200-5185-50-03	Long/Short Term Disability	1,183.00		1,183.00	67.94	67.94		5.74	1,115.06
200-5186-50-03	WELLE-Wellness Prog Reimb-Empl	2,250.00		2,250.00	89.16	89.16		3.96	2,160.84
	Subtotal object - 05	962,208.00		962,208.00	55,232.78	55,232.78		5.74	906,975.22
200-5210-50-03	Office Supplies	2,400.00		2,400.00				-	2,400.00
200-5212-50-03	Building Supplies	1,400.00		1,400.00				-	1,400.00
200-5220-50-03	Office Equipment	1,000.00		1,000.00				-	1,000.00
200-5230-50-03	Dues,Fees,& Subscriptions	19,800.00		19,800.00				-	19,800.00
200-5240-50-03	Postage and Delivery	100.00		100.00				-	100.00
200-5280-50-03	Printing and Reproduction	300.00		300.00				-	300.00
	Subtotal object - 05	25,000.00		25,000.00				-	25,000.00
200-5310-50-03	Rental Expense	41,000.00		41,000.00				-	41,000.00
200-5340-50-03	Building Repairs	1,200.00		1,200.00				-	1,200.00
200-5350-50-03	Vehicle Expense	21,000.00		21,000.00	374.18	374.18		1.78	20,625.82
200-5351-50-03	Equipment Expense/Repair	10,000.00		10,000.00				-	10,000.00
200-5352-50-03	Fuel	16,000.00		16,000.00				-	16,000.00
200-5353-50-03	Oil/Grease/Inspections	1,000.00		1,000.00				-	1,000.00
	Subtotal object - 05	90,200.00		90,200.00	374.18	374.18		0.42	89,825.82
200-5400-50-03	Uniform Expense	12,850.00		12,850.00				-	12,850.00
200-5410-50-03	Professional Services						8,997.50	-	(8,997.50)
200-5419-50-03	IT Licenses	16,095.00		16,095.00				-	16,095.00
200-5430-50-03	Legal Fees	300.00		300.00				-	300.00
200-5480-50-03	Contracted Services	325,700.00		325,700.00				-	325,700.00
	Subtotal object - 05	354,945.00		354,945.00			8,997.50	-	345,947.50
200-5520-50-03	Telephones	3,800.00		3,800.00				-	3,800.00
200-5523-50-03	Water/Sewer Charges	1,000.00		1,000.00	48.83	48.83		4.88	951.17
200-5524-50-03	Gas	600.00		600.00				-	600.00
200-5525-50-03	Electricity	50,300.00		50,300.00				-	50,300.00
200-5526-50-03	Data Network	900.00		900.00				-	900.00
200-5530-50-03	Travel	200.00		200.00				-	200.00
200-5533-50-03	Mileage Expense	200.00		200.00				-	200.00
200-5536-50-03	Training/Seminars	13,200.00		13,200.00				-	13,200.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5560-50-03	Sewer Management Fees	3,571,097.00		3,571,097.00	291,437.00	291,437.00		8.16	3,279,660.00
	Subtotal object - 05	3,641,297.00		3,641,297.00	291,485.83	291,485.83		8.01	3,349,811.17
200-5600-50-03	SPECIAL EVENTS	5,000.00		5,000.00				-	5,000.00
200-5620-50-03	Tools & Equipment	9,000.00		9,000.00				-	9,000.00
200-5630-50-03	Safety Equipment	11,500.00		11,500.00				-	11,500.00
200-5650-50-03	Maintenance Materials	10,000.00		10,000.00	20.61	20.61		0.21	9,979.39
200-5660-50-03	Chemical Supplies	123,000.00		123,000.00				-	123,000.00
200-5670-50-03	System Improvements	140,000.00		140,000.00	1,508.03	1,508.03		1.08	138,491.97
200-5680-50-03	Lift Station Expense	100,000.00		100,000.00				-	100,000.00
	Subtotal object - 05	398,500.00		398,500.00	1,528.64	1,528.64		0.38	396,971.36
200-6110-50-03	CAPITAL EXPENDITURE	50,000.00		50,000.00				-	50,000.00
200-6140-50-03	Capital Expense-Equipment	37,850.00		37,850.00				-	37,850.00
	Subtotal object - 06	87,850.00		87,850.00				-	87,850.00
200-7145-50-03	Transfer to VERF	94,439.00		94,439.00	7,869.92	7,869.92		8.33	86,569.08
200-7147-50-03	Transfer to GF	223,957.00		223,957.00	18,663.08	18,663.08		8.33	205,293.92
	Subtotal object - 07	318,396.00		318,396.00	26,533.00	26,533.00		8.33	291,863.00
Program number: 3	WASTEWATER	5,878,396.00		5,878,396.00	375,154.43	375,154.43	8,997.50	6.38	5,494,244.07
Program number: 98	CONSTRUCTION INSPECTIONS								
200-5110-50-98	Salaries & Wages	228,680.00		228,680.00	13,145.60	13,145.60		5.75	215,534.40
200-5115-50-98	Salaries - Overtime	15,000.00		15,000.00	1,667.50	1,667.50		11.12	13,332.50
200-5140-50-98	Salaries - Longevity	585.00		585.00				-	585.00
200-5145-50-98	Social Security Expense	15,145.00		15,145.00	842.78	842.78		5.57	14,302.22
200-5150-50-98	Medicare Expense	3,542.00		3,542.00	197.11	197.11		5.57	3,344.89
200-5155-50-98	SUTA Expense	648.00		648.00				-	648.00
200-5160-50-98	Health Insurance	38,592.00		38,592.00	2,475.70	2,475.70		6.42	36,116.30
200-5165-50-98	Dental Insurance	1,783.00		1,783.00	111.54	111.54		6.26	1,671.46
200-5170-50-98	Life Insurance/ADD	451.00		451.00	28.14	28.14		6.24	422.86
200-5175-50-98	Liability (TML)/Workers Comp	7,738.00		7,738.00	171.58	171.58		2.22	7,566.42
200-5180-50-98	TMRS Expense	33,562.00		33,562.00	2,019.23	2,019.23		6.02	31,542.77
200-5185-50-98	Long/Short Term Disability	435.00		435.00	24.98	24.98		5.74	410.02
200-5186-50-98	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	100.00	100.00		4.17	2,300.00
	Subtotal object - 05	348,561.00		348,561.00	20,784.16	20,784.16		5.96	327,776.84
200-5210-50-98	Office Supplies	400.00		400.00				-	400.00
200-5220-50-98	Office Equipment	1,000.00		1,000.00				-	1,000.00
200-5230-50-98	Dues, Fees, & Subscriptions	400.00		400.00				-	400.00
	Subtotal object - 05	1,800.00		1,800.00				-	1,800.00
200-5330-50-98	Copier Expense	720.00		720.00				-	720.00
200-5350-50-98	Vehicle Expense	3,500.00		3,500.00	87.42	87.42		2.50	3,412.58
200-5352-50-98	Fuel	5,600.00		5,600.00				-	5,600.00
200-5353-50-98	Oil/Grease/Inspections	100.00		100.00				-	100.00
	Subtotal object - 05	9,920.00		9,920.00	87.42	87.42		0.88	9,832.58
200-5400-50-98	Uniform Expense	3,200.00		3,200.00				-	3,200.00
200-5480-50-98	Contracted Services	25,000.00		25,000.00				-	25,000.00
	Subtotal object - 05	28,200.00		28,200.00				-	28,200.00
200-5520-50-98	Telephones	2,500.00		2,500.00				-	2,500.00
200-5526-50-98	Data Network	2,000.00		2,000.00				-	2,000.00
200-5530-50-98	Travel	200.00		200.00				-	200.00
200-5536-50-98	Training/Seminars	1,600.00		1,600.00				-	1,600.00
	Subtotal object - 05	6,300.00		6,300.00				-	6,300.00
200-5620-50-98	Tools & Equipment	1,000.00		1,000.00				-	1,000.00
200-5630-50-98	Safety Equipment	2,000.00		2,000.00				-	2,000.00
	Subtotal object - 05	3,000.00		3,000.00				-	3,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-7145-50-98	Transfer to VERF	15,250.00		15,250.00	1,270.83	1,270.83		8.33	13,979.17
	Subtotal object - 07	15,250.00		15,250.00	1,270.83	1,270.83		8.33	13,979.17
Program number: 98	CONSTRUCTION INSPECTIONS	413,031.00		413,031.00	22,142.41	22,142.41		5.36	390,888.59
Department number: 50	PUBLIC WORKS	18,091,973.00		18,091,973.00	1,187,412.90	1,187,412.90	53,721.64	6.56	16,850,838.46
	Expense Subtotal - - - - -	24,408,888.00		24,408,888.00	1,263,974.46	1,263,974.46	53,721.64	5.18	23,091,191.90
Fund number: 200	WATER/SEWER	(95,805.00)		(95,805.00)	(1,145,411.50)	(1,145,411.50)	53,721.64		995,884.86
Fund number: 300	INTEREST AND SINKING								
300-4105-10-00	Property Taxes -Delinquent			170,000.00	75.87	75.87		-	(75.87)
300-4110-10-00	Property Taxes -Current	(7,549,503.00)		(7,549,503.00)	(150,669.91)	(150,669.91)		2.00	(7,398,833.09)
300-4115-10-00	Taxes -Penalties				(121.20)	(121.20)		-	121.20
	Subtotal object - 04	(7,549,503.00)		(7,549,503.00)	(150,715.24)	(150,715.24)		2.00	(7,398,787.76)
300-4610-10-00	Interest Income	(45,000.00)		(45,000.00)	(5,889.04)	(5,889.04)		13.09	(39,110.96)
	Subtotal object - 04	(45,000.00)		(45,000.00)	(5,889.04)	(5,889.04)		13.09	(39,110.96)
Program number:	DEFAULT PROGRAM	(7,594,503.00)		(7,594,503.00)	(156,604.28)	(156,604.28)		2.06	(7,437,898.72)
Department number: 10	ADMINISTRATION	(7,594,503.00)		(7,594,503.00)	(156,604.28)	(156,604.28)		2.06	(7,437,898.72)
	Revenue Subtotal - - - - -	(7,594,503.00)		(7,594,503.00)	(156,604.28)	(156,604.28)		2.06	(7,437,898.72)
300-6186-10-00	2013 GO Ref Bond	170,000.00		170,000.00				-	170,000.00
300-6189-10-00	2012 GO TX Bond Payment	195,000.00		195,000.00				-	195,000.00
	Subtotal object - 06	365,000.00		365,000.00				-	365,000.00
300-6200-10-00	Bond Administrative Fees	20,000.00		20,000.00				-	20,000.00
300-6201-10-00	2014 GO Debt payment	285,000.00		285,000.00				-	285,000.00
300-6203-10-00	2015 GO Debt Payment	463,700.00		463,700.00				-	463,700.00
300-6204-10-00	2015 CO Debt Payment	440,000.00		440,000.00				-	440,000.00
300-6205-10-00	2016 GO Debt Payment	625,500.00		625,500.00				-	625,500.00
300-6206-10-00	2016 CO Debt Payment	55,000.00		55,000.00				-	55,000.00
300-6207-10-00	2017 CO Bond Payment	410,000.00		410,000.00				-	410,000.00
300-6209-10-00	2018 GO Bond Payment	135,000.00		135,000.00				-	135,000.00
300-6210-10-00	2018 CO Bond Payment	175,000.00		175,000.00				-	175,000.00
300-6211-10-00	2019 CO Debt Payment	366,177.00		366,177.00				-	366,177.00
300-6212-10-00	2019 GO Debt Payment	150,000.00		150,000.00				-	150,000.00
300-6213-10-00	2020 CO Debt Payment	805,000.00		805,000.00				-	805,000.00
300-6299-10-00	Bond Interest Expense	3,404,364.00		3,404,364.00				-	3,404,364.00
	Subtotal object - 06	7,334,741.00		7,334,741.00				-	7,334,741.00
Program number:	DEFAULT PROGRAM	7,699,741.00		7,699,741.00				-	7,699,741.00
Department number: 10	ADMINISTRATION	7,699,741.00		7,699,741.00				-	7,699,741.00
	Expense Subtotal - - - - -	7,699,741.00		7,699,741.00				-	7,699,741.00
Fund number: 300	INTEREST AND SINKING	105,238.00		105,238.00	(156,604.28)	(156,604.28)			261,842.28
Fund number: 410	VEHICLE/EQUIPMENT REPLACEMENT								
410-4610-10-99	Interest	(20,000.00)		(20,000.00)	(8,233.89)	(8,233.89)		41.17	(11,766.11)
	Subtotal object - 04	(20,000.00)		(20,000.00)	(8,233.89)	(8,233.89)		41.17	(11,766.11)
410-4910-10-99	Other Reimbursements	(139,000.00)		(139,000.00)				-	(139,000.00)
410-4995-10-99	Transfer In	(1,478,505.00)		(1,478,505.00)	(123,208.75)	(123,208.75)		8.33	(1,355,296.25)
	Subtotal object - 04	(1,617,505.00)		(1,617,505.00)	(123,208.75)	(123,208.75)		7.62	(1,494,296.25)
Program number: 99	NON-DEPARTMENTAL	(1,637,505.00)		(1,637,505.00)	(131,442.64)	(131,442.64)		8.03	(1,506,062.36)
Department number: 10	ADMINISTRATION	(1,637,505.00)		(1,637,505.00)	(131,442.64)	(131,442.64)		8.03	(1,506,062.36)
	Revenue Subtotal - - - - -	(1,637,505.00)		(1,637,505.00)	(131,442.64)	(131,442.64)		8.03	(1,506,062.36)
410-5220-10-03	Office Equipment	2,000.00		2,000.00				-	2,000.00
	Subtotal object - 05	2,000.00		2,000.00				-	2,000.00
Program number: 3	FINANCE	2,000.00		2,000.00				-	2,000.00
410-5220-10-04	Office Equipment	2,000.00		2,000.00				-	2,000.00
	Subtotal object - 05	2,000.00		2,000.00				-	2,000.00
Program number: 4	HUMAN RESOURCES	2,000.00		2,000.00				-	2,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
410-5220-10-05	Office Equipment	15,300.00		15,300.00			9,764.47	-	5,535.53
	Subtotal object - 05	15,300.00		15,300.00			9,764.47	-	5,535.53
410-6125-10-05	Capital-Equipment (Technology)	45,000.00		45,000.00				-	45,000.00
	Subtotal object - 06	45,000.00		45,000.00				-	45,000.00
Program number: 5	IT	60,300.00		60,300.00			9,764.47	-	50,535.53
Department number: 10	ADMINISTRATION	64,300.00		64,300.00			9,764.47	-	54,535.53
410-5220-20-01	Office Equipment	7,400.00		7,400.00				-	7,400.00
	Subtotal object - 05	7,400.00		7,400.00				-	7,400.00
410-6160-20-01	Capital-Vehicles	317,190.00		317,190.00			317,445.00	-	(255.00)
	Subtotal object - 06	317,190.00		317,190.00			317,445.00	-	(255.00)
Program number: 1	OPERATIONS	324,590.00		324,590.00			317,445.00	-	7,145.00
Department number: 20	POLICE	324,590.00		324,590.00			317,445.00	-	7,145.00
410-5220-30-01	Office Equipment	6,300.00		6,300.00				-	6,300.00
	Subtotal object - 05	6,300.00		6,300.00				-	6,300.00
410-6160-30-01	Capital-Vehicles	307,600.00		307,600.00				-	307,600.00
	Subtotal object - 06	307,600.00		307,600.00				-	307,600.00
Program number: 1	OPERATIONS	313,900.00		313,900.00				-	313,900.00
410-5220-30-05	Office Equipment	4,800.00		4,800.00				-	4,800.00
	Subtotal object - 05	4,800.00		4,800.00				-	4,800.00
Program number: 5	MARSHAL	4,800.00		4,800.00				-	4,800.00
Department number: 30	FIRE	318,700.00		318,700.00				-	318,700.00
410-5220-40-01	Office Equipment	1,820.00		1,820.00				-	1,820.00
	Subtotal object - 05	1,820.00		1,820.00				-	1,820.00
410-6160-40-01	Capital-Vehicles	25,850.00		25,850.00			25,608.35	-	241.65
	Subtotal object - 06	25,850.00		25,850.00			25,608.35	-	241.65
Program number: 1	INSPECTIONS	27,670.00		27,670.00			25,608.35	-	2,061.65
410-5220-40-03	Office Equipment	2,000.00		2,000.00				-	2,000.00
	Subtotal object - 05	2,000.00		2,000.00				-	2,000.00
Program number: 3	PLANNING	2,000.00		2,000.00				-	2,000.00
Department number: 40	DEVELOPMENT SERVICES	29,670.00		29,670.00			25,608.35	-	4,061.65
410-6140-50-02	Capital-Equipment	217,259.00		217,259.00				-	217,259.00
410-6160-50-02	Capital-Vehicles	87,726.00		87,726.00			34,595.95	-	53,130.05
	Subtotal object - 06	304,985.00		304,985.00			34,595.95	-	270,389.05
Program number: 2	WATER	304,985.00		304,985.00			34,595.95	-	270,389.05
410-6160-50-03	Capital-Vehicles	57,305.00		57,305.00				-	57,305.00
	Subtotal object - 06	57,305.00		57,305.00				-	57,305.00
Program number: 3	WASTEWATER	57,305.00		57,305.00				-	57,305.00
410-6160-50-98	Capital Expense - vehicles	37,610.00		37,610.00			36,270.50	-	1,339.50
	Subtotal object - 06	37,610.00		37,610.00			36,270.50	-	1,339.50
Program number: 98	CONSTRUCTION INSPECTIONS	37,610.00		37,610.00			36,270.50	-	1,339.50
Department number: 50	PUBLIC WORKS	399,900.00		399,900.00			70,866.45	-	329,033.55
410-5220-60-01	Office Equipment	2,000.00		2,000.00				-	2,000.00
	Subtotal object - 05	2,000.00		2,000.00				-	2,000.00
Program number: 1	PARK ADMINISTRATION	2,000.00		2,000.00				-	2,000.00
410-5220-60-02	OFFICE EQUIPMENT	460.00		460.00				-	460.00
	Subtotal object - 05	460.00		460.00				-	460.00
410-6140-60-02	CAPITAL EXPENSE-EQUIPMENT	219,300.00		219,300.00				-	219,300.00
410-6160-60-02	Capital-vehicles	28,665.00		28,665.00			28,629.80	-	35.20
	Subtotal object - 06	247,965.00		247,965.00			28,629.80	-	219,335.20
Program number: 2	PARK OPERATIONS	248,425.00		248,425.00			28,629.80	-	219,795.20
410-5220-60-05	Office Equipment	4,000.00		4,000.00				-	4,000.00
	Subtotal object - 05	4,000.00		4,000.00				-	4,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Program number: 5	LIBRARY	4,000.00		4,000.00				-	4,000.00
Department number: 60	COMMUNITY SERVICES	254,425.00		254,425.00			28,629.80	-	225,795.20
410-5220-98-01	Office Equipment	4,000.00		4,000.00				-	4,000.00
	Subtotal object - 05	4,000.00		4,000.00				-	4,000.00
Program number: 1	ENGINEERING	4,000.00		4,000.00				-	4,000.00
410-5220-98-02	Office Equipment	2,000.00		2,000.00				-	2,000.00
	Subtotal object - 05	2,000.00		2,000.00				-	2,000.00
Program number: 2	STORM DRAINAGE	2,000.00		2,000.00				-	2,000.00
Department number: 98	ENGINEERING	6,000.00		6,000.00				-	6,000.00
	Expense Subtotal - - - - -	1,397,585.00		1,397,585.00			452,314.07	-	945,270.93
Fund number: 410	VEHICLE/EQUIPMENT REPLACEMENT	(239,920.00)		(239,920.00)	(131,442.64)	(131,442.64)	452,314.07	54.79	(560,791.43)
Fund number: 450	STORM DRAINAGE UTILITY FUND								
450-4001-98-02	Storm Drainage Utility Fee	(705,000.00)		(705,000.00)	(58,128.02)	(58,128.02)		8.25	(646,871.98)
450-4002-98-02	Drainage Review Fee	(6,000.00)		(6,000.00)				-	(6,000.00)
	Subtotal object - 04	(711,000.00)		(711,000.00)	(58,128.02)	(58,128.02)		8.18	(652,871.98)
450-4610-98-02	Interest Storm Utility	(4,200.00)		(4,200.00)	(1,209.89)	(1,209.89)		28.81	(2,990.11)
	Subtotal object - 04	(4,200.00)		(4,200.00)	(1,209.89)	(1,209.89)		28.81	(2,990.11)
Program number: 2	STORM DRAINAGE	(715,200.00)		(715,200.00)	(59,337.91)	(59,337.91)		8.30	(655,862.09)
Department number: 98	ENGINEERING	(715,200.00)		(715,200.00)	(59,337.91)	(59,337.91)		8.30	(655,862.09)
	Revenue Subtotal - - - - -	(715,200.00)		(715,200.00)	(59,337.91)	(59,337.91)		8.30	(655,862.09)
450-5110-98-02	Salaries	117,808.00		117,808.00	7,436.02	7,436.02		6.31	110,371.98
450-5115-98-02	Salaries-Overtime	1,390.00		1,390.00				-	1,390.00
450-5140-98-02	Salaries-Longevity Pay	365.00		365.00				-	365.00
450-5145-98-02	Social Security Expense	7,413.00		7,413.00	444.86	444.86		6.00	6,968.14
450-5150-98-02	Medicare Expense	1,734.00		1,734.00	104.04	104.04		6.00	1,629.96
450-5155-98-02	SUTA Expense	324.00		324.00	20.97	20.97		6.47	303.03
450-5160-98-02	Health Insurance	19,296.00		19,296.00	655.16	655.16		3.40	18,640.84
450-5162-98-02	HSA Expense	750.00		750.00				-	750.00
450-5165-98-02	Dental Expense	865.00		865.00	35.04	35.04		4.05	829.96
450-5170-98-02	Life Insurance/AD&D	226.00		226.00	9.38	9.38		4.15	216.62
450-5175-98-02	Liability (TML) Workers Comp	3,628.00		3,628.00	260.10	260.10		7.17	3,367.90
450-5180-98-02	TMRS Expense	16,428.00		16,428.00	1,013.61	1,013.61		6.17	15,414.39
450-5185-98-02	Long/Short Term Disability	224.00		224.00	11.64	11.64		5.20	212.36
450-5186-98-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	50.00	50.00		8.33	550.00
	Subtotal object - 05	171,051.00		171,051.00	10,040.82	10,040.82		5.87	161,010.18
450-5210-98-02	Office Supplies	150.00		150.00				-	150.00
450-5212-98-02	Building Supplies	200.00		200.00				-	200.00
450-5230-98-02	Dues, Fees, & Subscriptions	1,000.00		1,000.00				-	1,000.00
450-5240-98-02	Postage and Delivery				3.20	3.20		-	(3.20)
450-5280-98-02	Printing and Reproduction	540.00		540.00				-	540.00
	Subtotal object - 05	1,890.00		1,890.00	3.20	3.20		0.17	1,886.80
450-5310-98-02	Rental Expense	5,000.00		5,000.00				-	5,000.00
450-5340-98-02	Building Repairs	200.00		200.00				-	200.00
450-5350-98-02	Vehicle Expense	1,100.00		1,100.00	6.00	6.00		0.55	1,094.00
450-5351-98-02	Equipment Expense/Repair	500.00		500.00				-	500.00
450-5352-98-02	Fuel	1,200.00		1,200.00				-	1,200.00
450-5353-98-02	Oil/Grease/Inspections	200.00		200.00				-	200.00
	Subtotal object - 05	8,200.00		8,200.00	6.00	6.00		0.07	8,194.00
450-5400-98-02	Uniforms	2,100.00		2,100.00				-	2,100.00
450-5410-98-02	Professional Services-Storm Dr	500.00		500.00				-	500.00
450-5430-98-02	Legal Fees	500.00		500.00				-	500.00
450-5490-98-02	Drainage Review Expense	6,000.00		6,000.00				-	6,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	9,100.00		9,100.00				-	9,100.00
450-5520-98-02	Telephones	800.00		800.00				-	800.00
450-5526-98-02	Data Network	460.00		460.00				-	460.00
450-5533-98-02	Mileage Expense	100.00		100.00				-	100.00
450-5536-98-02	Training/Seminars	1,880.00		1,880.00				-	1,880.00
	Subtotal object - 05	3,240.00		3,240.00				-	3,240.00
450-5620-98-02	Tools & Equipment	1,000.00		1,000.00				-	1,000.00
450-5630-98-02	Safety Equipment	1,000.00		1,000.00				-	1,000.00
450-5640-98-02	Signs & Hardware	200.00		200.00				-	200.00
450-5650-98-02	Maintenance Materials	2,070.00		2,070.00				-	2,070.00
	Subtotal object - 05	4,270.00		4,270.00				-	4,270.00
450-6193-98-02	2012 CO Bond Payment	62,050.00		62,050.00				-	62,050.00
	Subtotal object - 06	62,050.00		62,050.00				-	62,050.00
450-6205-98-02	2016 CO Bond Payment	50,000.00		50,000.00				-	50,000.00
450-6208-98-02	2017 CO Bond Payment	35,000.00		35,000.00				-	35,000.00
450-6299-98-02	Bond Interest Expense	98,542.00		98,542.00				-	98,542.00
	Subtotal object - 06	183,542.00		183,542.00				-	183,542.00
450-7145-98-02	Transfer to VERF	6,083.00		6,083.00	506.92	506.92		8.33	5,576.08
450-7147-98-02	Transfer to GF	98,843.00		98,843.00	8,236.92	8,236.92		8.33	90,606.08
	Subtotal object - 07	104,926.00		104,926.00	8,743.84	8,743.84		8.33	96,182.16
Program number: 2	STORM DRAINAGE	548,269.00		548,269.00	18,793.86	18,793.86		3.43	529,475.14
Department number: 98	ENGINEERING	548,269.00		548,269.00	18,793.86	18,793.86		3.43	529,475.14
	Expense Subtotal - - - - -	548,269.00		548,269.00	18,793.86	18,793.86		3.43	529,475.14
Fund number: 450	STORM DRAINAGE UTILITY FUND	(166,931.00)		(166,931.00)	(40,544.05)	(40,544.05)		24.29	(126,386.95)
Fund number: 570	COURT TECHNOLOGY								
570-4537-10-00	Court Technology Revenue	(8,200.00)		(8,200.00)	(608.00)	(608.00)		7.42	(7,592.00)
	Subtotal object - 04	(8,200.00)		(8,200.00)	(608.00)	(608.00)		7.42	(7,592.00)
570-4610-10-00	Interest	(150.00)		(150.00)	(39.10)	(39.10)		26.07	(110.90)
	Subtotal object - 04	(150.00)		(150.00)	(39.10)	(39.10)		26.07	(110.90)
Program number:	DEFAULT PROGRAM	(8,350.00)		(8,350.00)	(647.10)	(647.10)		7.75	(7,702.90)
Department number: 10	ADMINISTRATION	(8,350.00)		(8,350.00)	(647.10)	(647.10)		7.75	(7,702.90)
	Revenue Subtotal - - - - -	(8,350.00)		(8,350.00)	(647.10)	(647.10)		7.75	(7,702.90)
570-5203-10-00	Court Technology Expense	25,700.00		25,700.00				-	25,700.00
	Subtotal object - 05	25,700.00		25,700.00				-	25,700.00
Program number:	DEFAULT PROGRAM	25,700.00		25,700.00				-	25,700.00
Department number: 10	ADMINISTRATION	25,700.00		25,700.00				-	25,700.00
	Expense Subtotal - - - - -	25,700.00		25,700.00				-	25,700.00
Fund number: 570	COURT TECHNOLOGY	17,350.00		17,350.00	(647.10)	(647.10)		(3.73)	17,997.10
Fund number: 575	MUNICIPAL JURY FUND								
575-4539-10-00	Municipal Jury Revenue				(13.90)	(13.90)		-	13.90
	Subtotal object - 04				(13.90)	(13.90)		-	13.90
Program number:	DEFAULT PROGRAM				(13.90)	(13.90)		-	13.90
Department number: 10	ADMINISTRATION				(13.90)	(13.90)		-	13.90
	Revenue Subtotal - - - - -				(13.90)	(13.90)		-	13.90
Fund number: 575	MUNICIPAL JURY FUND				(13.90)	(13.90)		-	13.90
Fund number: 580	COURT SECURITY								
580-4536-10-00	Court Security Revenue	(7,000.00)		(7,000.00)	(720.10)	(720.10)		10.29	(6,279.90)
	Subtotal object - 04	(7,000.00)		(7,000.00)	(720.10)	(720.10)		10.29	(6,279.90)
580-4610-10-00	Interest	(250.00)		(250.00)	(73.60)	(73.60)		29.44	(176.40)
	Subtotal object - 04	(250.00)		(250.00)	(73.60)	(73.60)		29.44	(176.40)
Program number:	DEFAULT PROGRAM	(7,250.00)		(7,250.00)	(793.70)	(793.70)		10.95	(6,456.30)
Department number: 10	ADMINISTRATION	(7,250.00)		(7,250.00)	(793.70)	(793.70)		10.95	(6,456.30)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Revenue Subtotal -----	(7,250.00)		(7,250.00)	(793.70)	(793.70)		10.95	(6,456.30)
580-5110-10-00	Salaries & Wages Payable	12,792.00		12,792.00				-	12,792.00
580-5145-10-00	Social Security Expense	794.00		794.00				-	794.00
580-5150-10-00	Medicare Expense	186.00		186.00				-	186.00
580-5155-10-00	SUTA expense	162.00		162.00				-	162.00
580-5175-10-00	Workers Comp	334.00		334.00				-	334.00
	Subtotal object - 05	14,268.00		14,268.00				-	14,268.00
580-5204-10-00	Court Security Expense	2,000.00		2,000.00				-	2,000.00
580-5230-10-00	Dues, Fees and Subscriptions	60.00		60.00				-	60.00
	Subtotal object - 05	2,060.00		2,060.00				-	2,060.00
580-5400-10-00	Uniform Expense	1,200.00		1,200.00				-	1,200.00
	Subtotal object - 05	1,200.00		1,200.00				-	1,200.00
580-5536-10-00	Training/Seminars	1,000.00		1,000.00				-	1,000.00
	Subtotal object - 05	1,000.00		1,000.00				-	1,000.00
Program number:	DEFAULT PROGRAM	18,528.00		18,528.00				-	18,528.00
Department number: 10	ADMINISTRATION	18,528.00		18,528.00				-	18,528.00
	Expense Subtotal -----	18,528.00		18,528.00				-	18,528.00
Fund number: 580	COURT SECURITY	11,278.00		11,278.00	(793.70)	(793.70)		(7.04)	12,071.70
Fund number: 610	PARK DEDICATION FEE FUND								
610-4045-60-00	Park Dedication-Fees	(200,000.00)		(200,000.00)				-	(200,000.00)
	Subtotal object - 04	(200,000.00)		(200,000.00)				-	(200,000.00)
610-4610-60-00	Interest Income	(8,000.00)		(8,000.00)	(3,176.88)	(3,176.88)		39.71	(4,823.12)
	Subtotal object - 04	(8,000.00)		(8,000.00)	(3,176.88)	(3,176.88)		39.71	(4,823.12)
Program number:	DEFAULT PROGRAM	(208,000.00)		(208,000.00)	(3,176.88)	(3,176.88)		1.53	(204,823.12)
Department number: 60	PARK DEDICATION	(208,000.00)		(208,000.00)	(3,176.88)	(3,176.88)		1.53	(204,823.12)
	Revenue Subtotal -----	(208,000.00)		(208,000.00)	(3,176.88)	(3,176.88)		1.53	(204,823.12)
610-6610-60-00	CAPITAL PROJECT	250,000.00		250,000.00				-	250,000.00
	Subtotal object - 06	250,000.00		250,000.00				-	250,000.00
Program number:	DEFAULT PROGRAM	250,000.00		250,000.00				-	250,000.00
Department number: 60	PARK DEDICATION	250,000.00		250,000.00				-	250,000.00
	Expense Subtotal -----	250,000.00		250,000.00				-	250,000.00
Fund number: 610	PARK DEDICATION FEE FUND	42,000.00		42,000.00	(3,176.88)	(3,176.88)		(7.56)	45,176.88
Fund number: 620	PARK IMPROVEMENT								
620-4055-60-00	Park Improvement	(100,000.00)		(100,000.00)				-	(100,000.00)
	Subtotal object - 04	(100,000.00)		(100,000.00)				-	(100,000.00)
620-4510-60-00	Grant Revenue	(500,000.00)		(500,000.00)				-	(500,000.00)
	Subtotal object - 04	(500,000.00)		(500,000.00)				-	(500,000.00)
620-4610-60-00	Interest Income	(7,500.00)		(7,500.00)	(2,488.08)	(2,488.08)		33.17	(5,011.92)
	Subtotal object - 04	(7,500.00)		(7,500.00)	(2,488.08)	(2,488.08)		33.17	(5,011.92)
Program number:	DEFAULT PROGRAM	(607,500.00)		(607,500.00)	(2,488.08)	(2,488.08)		0.41	(605,011.92)
Department number: 60	PARK IMPROVEMENT	(607,500.00)		(607,500.00)	(2,488.08)	(2,488.08)		0.41	(605,011.92)
	Revenue Subtotal -----	(607,500.00)		(607,500.00)	(2,488.08)	(2,488.08)		0.41	(605,011.92)
620-6610-60-00-1801-PK	Cockrell Park Trail Connection	510,799.00		510,799.00				-	510,799.00
620-6610-60-00-1802-PK	Hays Park	395,455.91		395,455.91				-	395,455.91
620-6610-60-00-1911-PK	Pecan Grove H&B Trail	30,000.00		30,000.00				-	30,000.00
620-6610-60-00-2015-PK	Pecan Grove Park	610,000.00		610,000.00				-	610,000.00
	Subtotal object - 06	1,546,254.91		1,546,254.91				-	1,546,254.91
Program number:	DEFAULT PROGRAM	1,546,254.91		1,546,254.91				-	1,546,254.91
Department number: 60	PARK IMPROVEMENT	1,546,254.91		1,546,254.91				-	1,546,254.91
	Expense Subtotal -----	1,546,254.91		1,546,254.91				-	1,546,254.91
Fund number: 620	PARK IMPROVEMENT	938,754.91		938,754.91	(2,488.08)	(2,488.08)		(0.27)	941,242.99
Fund number: 630	WATER IMPACT FEES								

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
630-4015-50-00	Impact Fees	(2,500,000.00)		(2,500,000.00)	(577,581.00)	(577,581.00)		23.10	(1,922,419.00)
	Subtotal object - 04	(2,500,000.00)		(2,500,000.00)	(577,581.00)	(577,581.00)		23.10	(1,922,419.00)
630-4615-50-00	Interest	(12,000.00)		(12,000.00)	(10,674.24)	(10,674.24)		88.95	(1,325.76)
	Subtotal object - 04	(12,000.00)		(12,000.00)	(10,674.24)	(10,674.24)		88.95	(1,325.76)
Program number:	DEFAULT PROGRAM	(2,512,000.00)		(2,512,000.00)	(588,255.24)	(588,255.24)		23.42	(1,923,744.76)
Department number: 50	IMPACT FEES	(2,512,000.00)		(2,512,000.00)	(588,255.24)	(588,255.24)		23.42	(1,923,744.76)
	Revenue Subtotal - - - - -	(2,512,000.00)		(2,512,000.00)	(588,255.24)	(588,255.24)		23.42	(1,923,744.76)
630-5489-50-00-8006-DV	Dev Agrmnt-Parks @ Legacy	140,000.00		140,000.00				-	140,000.00
630-5489-50-00-8011-DV	Dev Agrmnt-Star Trail	300,000.00		300,000.00				-	300,000.00
630-5489-50-00-8012-DV	Dev Agrmnt-TVG Windsong	400,000.00		400,000.00				-	400,000.00
	Subtotal object - 05	840,000.00		840,000.00				-	840,000.00
630-6610-50-00-1810-WA	Lower Pressure Plane Easements	1,000,000.00		1,000,000.00				-	1,000,000.00
	Subtotal object - 06	1,000,000.00		1,000,000.00				-	1,000,000.00
Program number:	DEFAULT PROGRAM	1,840,000.00		1,840,000.00				-	1,840,000.00
Department number: 50	IMPACT FEES	1,840,000.00		1,840,000.00				-	1,840,000.00
	Expense Subtotal - - - - -	1,840,000.00		1,840,000.00				-	1,840,000.00
Fund number: 630	WATER IMPACT FEES	(672,000.00)		(672,000.00)	(588,255.24)	(588,255.24)		87.54	(83,744.76)
Fund number: 640	WASTEWATER IMPACT FEES								
640-4020-50-00	Impact Fees	(850,000.00)		(850,000.00)	(220,013.00)	(220,013.00)		25.88	(629,987.00)
	Subtotal object - 04	(850,000.00)		(850,000.00)	(220,013.00)	(220,013.00)		25.88	(629,987.00)
640-4620-50-00	Interest	(12,000.00)		(12,000.00)	(7,039.23)	(7,039.23)		58.66	(4,960.77)
	Subtotal object - 04	(12,000.00)		(12,000.00)	(7,039.23)	(7,039.23)		58.66	(4,960.77)
640-4905-50-00	Equity Fee	(200,000.00)		(200,000.00)	(44,500.00)	(44,500.00)		22.25	(155,500.00)
	Subtotal object - 04	(200,000.00)		(200,000.00)	(44,500.00)	(44,500.00)		22.25	(155,500.00)
Program number:	DEFAULT PROGRAM	(1,062,000.00)		(1,062,000.00)	(271,552.23)	(271,552.23)		25.57	(790,447.77)
Department number: 50	IMPACT FEES	(1,062,000.00)		(1,062,000.00)	(271,552.23)	(271,552.23)		25.57	(790,447.77)
	Revenue Subtotal - - - - -	(1,062,000.00)		(1,062,000.00)	(271,552.23)	(271,552.23)		25.57	(790,447.77)
640-5410-50-00-2013-WW	Doe Branch Int Design	500,000.00	(500,000.00)					-	
640-5410-50-00-2103-WW	Doe Branch Parallel Int Design		500,000.00	500,000.00				-	500,000.00
640-5489-50-00-8001-DV	Dev Agrmt TVG Westside Util	250,000.00		250,000.00				-	250,000.00
640-5489-50-00-8002-DV	Dev Agrmt Propser Partners	200,000.00		200,000.00				-	200,000.00
640-5489-50-00-8004-DV	Dev Agrmt Frontier Estates	50,000.00		50,000.00				-	50,000.00
640-5489-50-00-8005-DV	Dev Agrmnt LaCima	50,000.00		50,000.00				-	50,000.00
640-5489-50-00-8008-DV	Dev Agrmnt Brookhollow	25,000.00		25,000.00				-	25,000.00
640-5489-50-00-8012-DV	Dev Agrmnt TVG Windsong	200,000.00		200,000.00				-	200,000.00
640-5489-50-00-8013-DV	Dev Agrmnt All Storage	15,000.00		15,000.00				-	15,000.00
640-5489-50-00-8014-DV	Dev Agrmnt Legacy Garden	100,000.00		100,000.00				-	100,000.00
	Subtotal object - 05	1,390,000.00		1,390,000.00				-	1,390,000.00
640-6610-50-00-2013-WW	Doe Branch Int Constr	1,000,000.00	(1,000,000.00)					-	
640-6610-50-00-2103-WW	Doe Branch Parallel Int Constr		1,000,000.00	1,000,000.00				-	1,000,000.00
	Subtotal object - 06	1,000,000.00		1,000,000.00				-	1,000,000.00
Program number:	DEFAULT PROGRAM	2,390,000.00		2,390,000.00				-	2,390,000.00
Department number: 50	IMPACT FEES	2,390,000.00		2,390,000.00				-	2,390,000.00
	Expense Subtotal - - - - -	2,390,000.00		2,390,000.00				-	2,390,000.00
Fund number: 640	WASTEWATER IMPACT FEES	1,328,000.00		1,328,000.00	(271,552.23)	(271,552.23)		(20.45)	1,599,552.23
Fund number: 660	E THOROUGHFARE IMPACT FEES								
660-4040-50-00	East Thoroughfare Impact Fees	(1,000,000.00)		(1,000,000.00)	(181,677.00)	(181,677.00)		18.17	(818,323.00)
	Subtotal object - 04	(1,000,000.00)		(1,000,000.00)	(181,677.00)	(181,677.00)		18.17	(818,323.00)
660-4610-50-00	Interest	(8,000.00)		(8,000.00)	(5,025.20)	(5,025.20)		62.82	(2,974.80)
	Subtotal object - 04	(8,000.00)		(8,000.00)	(5,025.20)	(5,025.20)		62.82	(2,974.80)
Program number:	DEFAULT PROGRAM	(1,008,000.00)		(1,008,000.00)	(186,702.20)	(186,702.20)		18.52	(821,297.80)
Department number: 50	IMPACT FEES	(1,008,000.00)		(1,008,000.00)	(186,702.20)	(186,702.20)		18.52	(821,297.80)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Revenue Subtotal - - - - -	(1,008,000.00)		(1,008,000.00)	(186,702.20)	(186,702.20)		18.52	(821,297.80)
660-5489-50-00-8015-DV	Dev Agrmnt Tanners Mill	300,000.00		300,000.00				-	300,000.00
	Subtotal object - 05	300,000.00		300,000.00				-	300,000.00
660-6610-50-00-1938-ST	FM 1461 (SH289-CR 165)	175,000.00		175,000.00				-	175,000.00
660-6610-50-00-2005-TR	Traffic Signal-Coit & Richland	298,196.35		298,196.35	12,596.00	12,596.00		4.22	285,600.35
660-6610-50-00-2018-PK	Coleman Med Lndsc (Talon-Vict)	350,000.00		350,000.00				-	350,000.00
	Subtotal object - 06	823,196.35		823,196.35	12,596.00	12,596.00		1.53	810,600.35
Program number:	DEFAULT PROGRAM	1,123,196.35		1,123,196.35	12,596.00	12,596.00		1.12	1,110,600.35
Department number: 50	IMPACT FEES	1,123,196.35		1,123,196.35	12,596.00	12,596.00		1.12	1,110,600.35
	Expense Subtotal - - - - -	1,123,196.35		1,123,196.35	12,596.00	12,596.00		1.12	1,110,600.35
Fund number: 660	E THOROUGHFARE IMPACT FEES	115,196.35		115,196.35	(174,106.20)	(174,106.20)			289,302.55
Fund number: 670	SPECIAL REVENUE-DONATIONS								
670-4530-10-00	Police Donation Inc	(13,500.00)		(13,500.00)	(1,121.60)	(1,121.60)		8.31	(12,378.40)
670-4531-10-00	Fire Donations	(13,500.00)		(13,500.00)	(1,141.00)	(1,141.00)		8.45	(12,359.00)
670-4535-10-00	Child Safety Inc	(10,000.00)		(10,000.00)	(406.96)	(406.96)		4.07	(9,593.04)
	Subtotal object - 04	(37,000.00)		(37,000.00)	(2,669.56)	(2,669.56)		7.22	(34,330.44)
670-4610-10-00	Interest Income	(2,000.00)		(2,000.00)	(904.26)	(904.26)		45.21	(1,095.74)
	Subtotal object - 04	(2,000.00)		(2,000.00)	(904.26)	(904.26)		45.21	(1,095.74)
Program number:	DEFAULT PROGRAM	(39,000.00)		(39,000.00)	(3,573.82)	(3,573.82)		9.16	(35,426.18)
Department number: 10	ADMINISTRATION	(39,000.00)		(39,000.00)	(3,573.82)	(3,573.82)		9.16	(35,426.18)
	Revenue Subtotal - - - - -	(39,000.00)		(39,000.00)	(3,573.82)	(3,573.82)		9.16	(35,426.18)
670-5205-10-00	Police Donation Exp	12,018.00		12,018.00				-	12,018.00
670-5206-10-00	Fire Dept Donation Exp	5,000.00		5,000.00				-	5,000.00
670-5208-10-00	Child Safety Expense	5,000.00		5,000.00				-	5,000.00
670-5212-10-00	Tree Mitigation Expense	200,000.00		200,000.00				-	200,000.00
670-5292-10-00	PD Seizure Expense	5,000.00		5,000.00				-	5,000.00
	Subtotal object - 05	227,018.00		227,018.00				-	227,018.00
Program number:	DEFAULT PROGRAM	227,018.00		227,018.00	-	-		-	227,018.00
Department number: 10	ADMINISTRATION	227,018.00		227,018.00	-	-		-	227,018.00
	Expense Subtotal - - - - -	227,018.00		227,018.00	-	-		-	227,018.00
Fund number: 670	SPECIAL REVENUE-DONATIONS	188,018.00		188,018.00	(3,573.82)	(3,573.82)		(1.90)	191,591.82
Fund number: 675	CARES ACT FUND								
675-4610-10-00-2019-EM	Interest Income-Collin County				(829.73)	(829.73)		-	829.73
675-4610-10-00-2022-EM	Interest Income-Denton County				(71.12)	(71.12)		-	71.12
	Subtotal object - 04				(900.85)	(900.85)		-	900.85
Program number:	DEFAULT				(900.85)	(900.85)		-	900.85
Department number: 10	ADMINISTRATION				(900.85)	(900.85)		-	900.85
	Revenue Subtotal - - - - -				(900.85)	(900.85)		-	900.85
675-5225-10-00-2019-EM	Computer Hardware-Collin Cnty						42,392.00	-	(42,392.00)
	Subtotal object - 05						42,392.00	-	(42,392.00)
675-5480-10-00-2019-EM	Contracted Services-Collin Cty				580.63	580.63		-	(580.63)
	Subtotal object - 05				580.63	580.63		-	(580.63)
675-6110-10-00-2019-EM	Capital Expenditure-CollinCnty				75,939.50	75,939.50		-	(75,939.50)
	Subtotal object - 06				75,939.50	75,939.50		-	(75,939.50)
Program number:	DEFAULT				76,520.13	76,520.13	42,392.00	-	(118,912.13)
Department number: 10	ADMINISTRATION				76,520.13	76,520.13	42,392.00	-	(118,912.13)
	Expense Subtotal - - - - -				76,520.13	76,520.13	42,392.00	-	(118,912.13)
Fund number: 675	CARES ACT FUND				75,619.28	75,619.28	42,392.00	-	(118,011.28)
Fund number: 680	W THOROUGHFARE IMPACT FEES								
680-4041-50-00	W Thoroughfare Impact Fees	(2,500,000.00)		(2,500,000.00)	(421,369.00)	(421,369.00)		16.86	(2,078,631.00)
	Subtotal object - 04	(2,500,000.00)		(2,500,000.00)	(421,369.00)	(421,369.00)		16.86	(2,078,631.00)
680-4610-50-00	Interest	(10,000.00)		(10,000.00)	(8,896.19)	(8,896.19)		88.96	(1,103.81)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 04	(10,000.00)		(10,000.00)	(8,896.19)	(8,896.19)		88.96	(1,103.81)
Program number:	DEFAULT PROGRAM	(2,510,000.00)		(2,510,000.00)	(430,265.19)	(430,265.19)		17.14	(2,079,734.81)
Department number: 50	IMPACT FEES	(2,510,000.00)		(2,510,000.00)	(430,265.19)	(430,265.19)		17.14	(2,079,734.81)
	Revenue Subtotal - - - - -	(2,510,000.00)		(2,510,000.00)	(430,265.19)	(430,265.19)		17.14	(2,079,734.81)
680-5489-50-00-8006-DV	Development Agrmnt Parks/Legac	300,000.00		300,000.00				-	300,000.00
680-5489-50-00-8011-DV	Dev Agrmnt Star Trail	1,000,000.00		1,000,000.00				-	1,000,000.00
680-5489-50-00-8012-DV	Dev Agrmnt Tellus Windsong	1,250,000.00		1,250,000.00				-	1,250,000.00
680-5489-50-00-8014-DV	Dev Agrmnt Legacy Garden	75,000.00		75,000.00				-	75,000.00
	Subtotal object - 05	2,625,000.00		2,625,000.00				-	2,625,000.00
680-6610-50-00-1708-ST	Cook Lane (First - End)	70,480.50		70,480.50				-	70,480.50
680-6610-50-00-1928-TR	Traffic Signal (Fishtrap/Teel)	2,181.69		2,181.69				-	2,181.69
680-6610-50-00-2004-TR	Traffic Signal (Fishtrap/Gee)	205,658.00		205,658.00				-	205,658.00
680-6610-50-00-2013-ST	Teel - 380 Intersection Imp	275,000.00		275,000.00				-	275,000.00
680-6610-50-00-2101-TR	Traffic Sgnl(Fishtrap/Artesia)	237,500.00		237,500.00				-	237,500.00
	Subtotal object - 06	790,820.19		790,820.19				-	790,820.19
Program number:	DEFAULT PROGRAM	3,415,820.19		3,415,820.19				-	3,415,820.19
Department number: 50	IMPACT FEES	3,415,820.19		3,415,820.19				-	3,415,820.19
	Expense Subtotal - - - - -	3,415,820.19		3,415,820.19				-	3,415,820.19
Fund number: 680	W THOROUGHFARE IMPACT FEES	905,820.19		905,820.19	(430,265.19)	(430,265.19)		(47.50)	1,336,085.38
Fund number: 730	EMPLOYEE HEALTH/INSURANCE FUND								
730-4530-10-00	Employee Health Contributions	(597,690.00)		(597,690.00)	(49,039.16)	(49,039.16)		8.21	(548,650.84)
730-4531-10-00	Employee Dental Contributions	(106,616.00)		(106,616.00)	(8,409.58)	(8,409.58)		7.89	(98,206.42)
730-4535-10-00	Employer Health Contributions	(2,431,257.00)		(2,431,257.00)	(163,848.08)	(163,848.08)		6.74	(2,267,408.92)
730-4536-10-00	Employer Dental Contributions	(99,546.00)		(99,546.00)	(7,758.38)	(7,758.38)		7.79	(91,787.62)
730-4537-10-00	Employer HSA Contributions	(191,100.00)		(191,100.00)				-	(191,100.00)
	Subtotal object - 04	(3,426,209.00)		(3,426,209.00)	(229,055.20)	(229,055.20)		6.69	(3,197,153.80)
730-4610-10-00	Interest Income	(7,000.00)		(7,000.00)	(1,921.22)	(1,921.22)		27.45	(5,078.78)
	Subtotal object - 04	(7,000.00)		(7,000.00)	(1,921.22)	(1,921.22)		27.45	(5,078.78)
Program number:	DEFAULT PROGRAM	(3,433,209.00)		(3,433,209.00)	(230,976.42)	(230,976.42)		6.73	(3,202,232.58)
Department number: 10	ADMINISTRATION	(3,433,209.00)		(3,433,209.00)	(230,976.42)	(230,976.42)		6.73	(3,202,232.58)
	Revenue Subtotal - - - - -	(3,433,209.00)		(3,433,209.00)	(230,976.42)	(230,976.42)		6.73	(3,202,232.58)
730-5160-10-00	Health Insurance	2,857,398.00		2,857,398.00	150,697.80	150,697.80		5.27	2,706,700.20
730-5161-10-00	PCORI Fees	990.00		990.00				-	990.00
730-5162-10-00	HSA Expense	191,100.00		191,100.00	588.58	588.58		0.31	190,511.42
730-5165-10-00	Dental Insurance	214,430.00		214,430.00	16,611.35	16,611.35		7.75	197,818.65
730-5170-10-00	Life Insurance/AD&D	43,200.00		43,200.00				-	43,200.00
730-5185-10-00	Long/Short Term Disability	32,400.00		32,400.00				-	32,400.00
	Subtotal object - 05	3,339,518.00		3,339,518.00	167,897.73	167,897.73		5.03	3,171,620.27
730-5410-10-00	Professional Services	23,500.00		23,500.00	9,434.00	9,434.00		40.15	14,066.00
730-5480-10-00	Contract Services	46,793.00		46,793.00	254.70	254.70		0.54	46,538.30
	Subtotal object - 05	70,293.00		70,293.00	9,688.70	9,688.70		13.78	60,604.30
730-5600-10-00	Special Events	12,000.00		12,000.00				-	12,000.00
	Subtotal object - 05	12,000.00		12,000.00				-	12,000.00
Program number:	DEFAULT PROGRAM	3,421,811.00		3,421,811.00	177,586.43	177,586.43		5.19	3,244,224.57
Department number: 10	ADMINISTRATION	3,421,811.00		3,421,811.00	177,586.43	177,586.43		5.19	3,244,224.57
	Expense Subtotal - - - - -	3,421,811.00		3,421,811.00	177,586.43	177,586.43		5.19	3,244,224.57
Fund number: 730	EMPLOYEE HEALTH/INSURANCE FUND	(11,398.00)		(11,398.00)	(53,389.99)	(53,389.99)		468.42	41,991.99
Fund number: 750	CAPITAL PROJECTS								
750-4610-10-00	Interest Income				(3,576.63)	(3,576.63)		-	3,576.63
750-4618-10-00	Interest TXDOT Contributions				(5.77)	(5.77)		-	5.77
	Subtotal object - 04				(3,582.40)	(3,582.40)		-	3,582.40
750-4999-10-00	Bond Proceeds	(9,000,000.00)		(9,000,000.00)				-	(9,000,000.00)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 04	(9,000,000.00)		(9,000,000.00)				-	(9,000,000.00)
Program number:	DEFAULT PROGRAM	(9,000,000.00)		(9,000,000.00)	(3,582.40)	(3,582.40)		0.04	(8,996,417.60)
Department number: 10	CAPITAL PROJECTS	(9,000,000.00)		(9,000,000.00)	(3,582.40)	(3,582.40)		0.04	(8,996,417.60)
	Revenue Subtotal - - - - -	(9,000,000.00)		(9,000,000.00)	(3,582.40)	(3,582.40)		0.04	(8,996,417.60)
750-5405-10-00-1512-ST	Land Acq Svcs First St				2,000.00	2,000.00		-	(2,000.00)
750-5405-10-00-1823-ST	Victory Way Acq Svcs				10.86	10.86		-	(10.86)
750-5410-10-00-1813-PK	US380 Median Design	1,550.00		1,550.00				-	1,550.00
750-5410-10-00-1824-ST	Fishtrap - Teel Int Improve	87,813.75		87,813.75				-	87,813.75
750-5410-10-00-1904-FC	PS Facility Development Costs	497,922.04		497,922.04				-	497,922.04
750-5410-10-00-1922-PK	Prof Svcs. Downtown Monument				10,250.00	10,250.00	55,750.00	-	(66,000.00)
750-5410-10-00-2015-PK	Pecan Grove Phase II	16,060.00		16,060.00				-	16,060.00
	Subtotal object - 05	603,345.79		603,345.79	12,260.86	12,260.86	55,750.00	2.03	535,334.93
750-6410-10-00-2008-ST	Land Acq ROW-PrsprTrl Coit-Cus				63.51	63.51		-	(63.51)
	Subtotal object - 06				63.51	63.51		-	(63.51)
750-6610-10-00-1307-ST	Frontier Pkwy BNSF Overpass	5,750,000.00		5,750,000.00				-	5,750,000.00
750-6610-10-00-1708-ST	Cook Lane (First-End)	1,779,855.62		1,779,855.62			1,536,050.00	-	243,805.62
750-6610-10-00-1713-FC	Public Safety Complex, Ph 1				1,900.00	1,900.00		-	(1,900.00)
750-6610-10-00-1818-PK	Turf Irrigation SH289	19,065.07		19,065.07				-	19,065.07
750-6610-10-00-1819-ST	Coleman Street (At Prosper HS)	90,000.00		90,000.00				-	90,000.00
750-6610-10-00-1823-ST	Victory Way (Coleman-Frontier)	235,413.75		235,413.75				-	235,413.75
750-6610-10-00-1827-TR	US 380 Median Lighting	18,947.50		18,947.50				-	18,947.50
750-6610-10-00-1830-ST	Prosper Trl (DNT Intersection)	2,000,000.00		2,000,000.00			1,953,811.70	-	46,188.30
750-6610-10-00-1905-FC	PS Facility-Construction	202,134.00		202,134.00				-	202,134.00
750-6610-10-00-1906-FC	Public Safety Complex FFE				15,420.80	15,420.80		-	(15,420.80)
750-6610-10-00-1926-PK	Whitley Place H&B Trail Extens	264,275.00		264,275.00	2,490.00	2,490.00		0.94	261,785.00
750-6610-10-00-1929-ST	BNSF Quiet Zone First/Fifth	145,000.00		145,000.00	10,131.70	10,131.70	0.05	6.99	134,868.25
750-6610-10-00-1932-ST	Coit Road and US 380	3,948.10		3,948.10				-	3,948.10
750-6610-10-00-2008-ST	Prosper Trl(Coit-Custer) 2Lns	763,668.95		763,668.95				-	763,668.95
750-6610-10-00-2017-ST	Fishtrap, Seg 4 (Middle-Elem)	2,750,000.00		2,750,000.00				-	2,750,000.00
750-6610-10-00-2102-FC	Westside Radio Tower	500,000.00		500,000.00				-	500,000.00
	Subtotal object - 06	14,522,307.99		14,522,307.99	29,942.50	29,942.50	3,489,861.75	0.21	11,002,503.74
Program number:	DEFAULT PROGRAM	15,125,653.78		15,125,653.78	42,266.87	42,266.87	3,545,611.75	0.28	11,537,775.16
Department number: 10	CAPITAL PROJECTS	15,125,653.78		15,125,653.78	42,266.87	42,266.87	3,545,611.75	0.28	11,537,775.16
	Expense Subtotal - - - - -	15,125,653.78		15,125,653.78	42,266.87	42,266.87	3,545,611.75	0.28	11,537,775.16
Fund number: 750	CAPITAL PROJECTS	6,125,653.78		6,125,653.78	38,684.47	38,684.47	3,545,611.75	0.63	2,541,357.56
Fund number: 760	CAPITAL PROJECTS - WATER/SEWER								
760-4610-10-00	Interest Income				(9,925.16)	(9,925.16)		-	9,925.16
	Subtotal object - 04				(9,925.16)	(9,925.16)		-	9,925.16
760-4999-10-00	Bond Proceeds	(1,000,000.00)		(1,000,000.00)				-	(1,000,000.00)
	Subtotal object - 04	(1,000,000.00)		(1,000,000.00)				-	(1,000,000.00)
Program number:	DEFAULT PROGRAM	(1,000,000.00)		(1,000,000.00)	(9,925.16)	(9,925.16)		0.99	(990,074.84)
Department number: 10	CAPITAL PROJECTS-W/S	(1,000,000.00)		(1,000,000.00)	(9,925.16)	(9,925.16)		0.99	(990,074.84)
	Revenue Subtotal - - - - -	(1,000,000.00)		(1,000,000.00)	(9,925.16)	(9,925.16)		0.99	(990,074.84)
760-6410-10-00-2024-DR	Land Acq Old Town Reg. Pond #2				385,000.00			-	385,000.00
	Subtotal object - 06	385,000.00		385,000.00				-	385,000.00
760-6610-10-00-1613-DR	Old Town Drainage-Church/Parvi	307,717.60		307,717.60				-	307,717.60
760-6610-10-00-1614-DR	Coleman Rd Drainage	400,000.00		400,000.00				-	400,000.00
760-6610-10-00-1708-WA	EW Collector (Cook - DNT)	319,396.12		319,396.12			205,014.50	-	114,381.62
760-6610-10-00-1715-WA	Fishtrap Elevated Storage Tank	394,157.98		394,157.98				-	394,157.98
760-6610-10-00-1718-DR	Old Town Regional Retention	1,761.00		1,761.00				-	1,761.00
760-6610-10-00-1903-WW	Church/Parvin WW Reconstruct	7,300.40		7,300.40				-	7,300.40
760-6610-10-00-1930-WA	Broadway (Parvin-Craig)	150,000.00		150,000.00				-	150,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 06	1,580,333.10		1,580,333.10			205,014.50	-	1,375,318.60
Program number:	DEFAULT PROGRAM	1,965,333.10		1,965,333.10			205,014.50	-	1,760,318.60
Department number: 10	CAPITAL PROJECTS-W/S	1,965,333.10		1,965,333.10			205,014.50	-	1,760,318.60
	Expense Subtotal - - - - -	1,965,333.10		1,965,333.10			205,014.50	-	1,760,318.60
Fund number: 760	CAPITAL PROJECTS - WATER/SEWER	965,333.10		965,333.10	(9,925.16)	(9,925.16)	205,014.50	(1.03)	770,243.76

FINANCE DEPARTMENT



To: Mayor and Town Council

From: Betty Pamplin, Finance Director

**Through: Harlan Jefferson, Town Manager
Chuck Springer, Executive Director of Administrative Services**

Re: Town Council Meeting – December 8, 2020

Agenda Item:

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

Description of Agenda Item:

The proposed ordinance is amending final department balances for the FY 2019-2020 Budget.

General Fund

Amend department budgets to allocate salary savings budgeted in the Administration department among other departments to distribute salary savings appropriately. The Administration department budget will increase by \$332,944, the Police Services budget will decrease by \$275,000, the Fire Services budget will decrease by \$25,000 and the Engineering department budget will decrease by \$32,944. This will have a net neutral effect on fund balance.

TIRZ #1

TIRZ #1 revenues are restricted and reimbursable for expenditures of TIRZ #1. Revenues increased the budget by \$1,381,250 from \$1,766,715 to \$3,147,965 and expenditures increased the budget by \$1,359,015 from \$1,766,715 to \$3,125,730. The net effect is an increase to fund balance.

Special Revenue Funds

The Special Revenue Funds include specific revenue sources that are legally restricted for specific purposes. Some examples include escrow fund, donations funds and Impact Fee Funds.

The Crime Control and Prevention District Fund was created to support the cost of crime control and prevention and includes salaries and benefits for designated personnel. Sales tax revenues increased the budget by \$204,446 from \$1,343,204 to \$1,547,650 and expenditures increased the budget by \$134,845 from \$1,327,155 to \$1,462,000. The net effect is an increase to fund balance.

The Fire Control, Prevention, and Emergency Medical Services District Fund was created for fire safety and emergency medical services programs and includes salaries and benefits for

designated personnel. Sales tax revenues increased the budget by \$201,141 from \$1,343,204 to \$1,544,345 and expenditures increased the budget by \$74,726 from \$1,326,274 to \$1,401,000. The net effect is an increase to fund balance.

The Court Technology Fund was created to account for a \$4 technology fee as a technology cost of the Court. These funds are used to finance the purchase and/or maintenance of technology enhancements for the Municipal Court. Court Technology expenditures increased the budget by \$145 from \$10,000 to \$10,145. The increase in expenditures accounts for the purchase of digital fingerprinting equipment. The difference will come from fund balance.

The Water Impact Fee Fund was established to ensure funding is provided for major capital projects for the water system. The revenue received for Water Impact Fees has exceeded the adopted budget. Expenditures paid for developer agreements approved for reimbursement exceeded the adopted budget due to timing assumptions made when projecting developer reimbursements. The revenue received will increase the budget by \$973,188 from \$3,045,000 to \$4,018,188 and the expenditure budget increased by \$152,259 from \$1,126,188 to \$1,278,447. The net effect is an increase to fund balance.

Budget Impact:

The Budget amendment is addressing expenditures only as outlined in the Town's Financial Management Policy, Budgetary Control. In the General Fund the Administrative Services department will increase expenditures by \$332,944, Police Services department will decrease expenditures by \$275,000, Fire Services department will decrease expenditures by \$25,000 and the Engineering department will decrease expenditures by \$32,944; TIRZ #1 Fund will increase expenditures by \$1,359,015; and the Special Revenue Funds will increase expenditures by \$361,975.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends approval of amending Ordinance No. 19-65 (FY 2019-2020 Budget) to fund increased revenues, transfers in, transfer out, and expenditures in the General Fund, TIRZ #1 Fund, and in the Special Revenue Funds including the Crime Control and Prevention District Fund; Fire Control, Prevention, and Emergency Medical Services District Fund; Court Technology Fund; and Water Impact Fee Fund.

Proposed Motion:

I move to approve amending Ordinance No. 19-65 (FY 2019-2020 Budget) to fund increased revenues, transfers in, transfer out, and expenditures in the General Fund, TIRZ #1 Fund, and in the Special Revenue Funds including the Crime Control and Prevention District Fund; Fire Control, Prevention, and Emergency Medical Services District Fund; Court Technology Fund; and Water Impact Fee Fund.

TOWN OF PROSPER, TEXAS

ORDINANCE NO.2020-XX

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ORDINANCE NO. 19-65 (FY 2019-2020 BUDGET) AND REALLOCATING FUNDS FROM THE POLICE SERVICES DEPARTMENT, FIRE SERVICES DEPARTMENT, AND ENGINEERING DEPARTMENT TO FUND INCREASED EXPENDITURES OF \$332,944 IN THE ADMINISTRATIVE SERVICES DEPARTMENT BUDGET; AND ALLOCATING FUNDS TO FUND INCREASED EXPENDITURES OF \$1,359,015 IN THE TIRZ #1 FUND BUDGET; INCREASED EXPENDITURES OF \$134,845 IN THE CRIME CONTROL AND PREVENTION DISTRICT FUND BUDGET; INCREASED EXPENDITURES OF \$74,726 IN THE FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FUND BUDGET; INCREASED EXPENDITURES OF \$145 IN THE COURT TECHNOLOGY FUND BUDGET; INCREASED EXPENDITURES OF \$152,259 IN THE WATER IMPACT FEE FUND BUDGET; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

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

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

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 8TH DAY OF DECEMBER, 2020.

TOWN OF PROSPER, TEXAS

Ray Smith, Mayor

ATTEST TO:

Melissa Lee, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

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

General Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Total Revenues	30,312,820	30,732,492	30,732,492	-
Total	\$ 30,312,820	\$ 30,732,492	\$ 30,732,492	\$ -
Expenditures:				
Administration	5,442,762	5,139,289	5,472,233	332,944
Police Services	5,496,662	5,631,207	5,356,207	(275,000)
Fire Services	6,384,111	7,676,989	7,651,989	(25,000)
Public Works	2,963,896	3,213,735	3,213,735	-
Community Services	4,631,138	4,736,198	4,736,198	-
Development Services	3,211,836	3,238,239	3,238,239	-
Engineering	1,734,793	1,839,369	1,806,425	(32,944)
Total	\$ 29,865,198	\$ 31,475,026	\$ 31,475,026	\$ -

TIRZ #1	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Total Revenues	\$ 1,766,715	\$ 1,766,715	\$ 3,147,965	\$ 1,381,250
Total	\$ 1,766,715	\$ 1,766,715	\$ 3,147,965	\$ 1,381,250
Total Expenditures	\$ 1,766,715	\$ 1,766,715	\$ 3,125,730	\$ 1,359,015
Total	\$ 1,766,715	\$ 1,766,715	\$ 3,125,730	\$ 1,359,015

Crime Control and Prevention District	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Total Revenues	\$ 1,343,204	\$ 1,343,204	\$ 1,547,650	\$ 204,446
Total	\$ 1,343,204	\$ 1,343,204	\$ 1,547,650	\$ 204,446
Total Expenditures	\$ 1,308,204	\$ 1,327,155	\$ 1,462,000	\$ 134,845
Total	\$ 1,308,204	\$ 1,327,155	\$ 1,462,000	\$ 134,845

Fire Control, Prevention, and Emergency Medical Services District	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Total Revenues	\$ 1,343,204	\$ 1,343,204	\$ 1,544,345	\$ 201,141
Total	\$ 1,343,204	\$ 1,343,204	\$ 1,544,345	\$ 201,141
Total Expenditures	\$ 1,308,204	\$ 1,326,274	\$ 1,401,000	\$ 74,726
Total	\$ 1,308,204	\$ 1,326,274	\$ 1,401,000	\$ 74,726

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

Court Technology Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Total Revenues	\$ 10,300	\$ 10,300	\$ 10,300	\$ -
Total	\$ 10,300	\$ 10,300	\$ 10,300	\$ -
Total Expenditures	\$ 10,000	\$ 10,000	\$ 10,145	\$ 145
Total	\$ 10,000	\$ 10,000	\$ 10,145	\$ 145

Water Impact Fees Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Total Revenues	\$ 3,045,000	\$ 3,045,000	\$ 4,018,188	\$ 973,188
Total	\$ 3,045,000	\$ 3,045,000	\$ 4,018,188	\$ 973,188
Total Expenditures	\$ 930,910	\$ 1,126,188	\$ 1,278,447	\$ 152,259
Total	\$ 930,910	\$ 1,126,188	\$ 1,278,447	\$ 152,259

Total Revenue	\$ 2,760,025
Total Expenditures	1,720,990
Net Effect All Funds	<u>\$ 1,039,035</u>

FINANCE DEPARTMENT



To: Mayor and Town Council

From: Betty Pamplin, Finance Director

**Through: Harlan Jefferson, Town Manager
Chuck Springer, Executive Director of Administrative Services**

Re: Town Council Meeting – December 8, 2020

Agenda Item:

Consider and act upon an ordinance amending Ordinance No. 2020-71 (FY 2020-2021 Budget).
(BP)

Description of Agenda Item:

The Central Fire Station Remodel was discussed at the November 10, 2020 Town Council meeting with a total cost estimate provided of \$139,517.31. Town Council directed staff to move forward with a budget amendment to complete the proposed remodel. The proposed budget amendment of \$146,493 includes a contingency of 5% to account for any unforeseen overages.

Budget Impact:

The General Fund expenditures will increase by \$146,493 and net effect will be a decrease to fund balance.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends approval of amending Ordinance No. 2020-71 (FY 2020-2021 Budget) to provide funding increased expenditures in the General Fund.

Proposed Motion:

I move to approve amending Ordinance No. 2020-71 (FY 2020-2021 Budget) to provide funding increased expenditures in the General Fund.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-XX

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ORDINANCE NO. 2020-71 (FY 2020-2021 BUDGET) TO FUND INCREASED EXPENDITURES OF \$146,493 IN THE GENERAL FUND; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town Council of the Town of Prosper, Texas (“Town Council”), has investigated and determined that it will be beneficial and advantageous to the residents of the Town of Prosper, Texas (“Prosper”), to amend Ordinance No. 2020-71 (FY 2020-2021 Budget) for the purposes listed in Exhibit “A,” attached hereto and incorporated herein by reference; and

WHEREAS, the changes will result in an overall net increase in the budget for funding from fund balance.

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

SECTION 1

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

SECTION 2

Amendment to Ordinance No. 2020-71 (FY 2020-2021 Budget). Ordinance No. 2020-71 (FY 2020-2021 Budget) is hereby amended to allow for increases to appropriations as shown in Exhibit “A,” attached hereto and incorporated herein by reference.

SECTION 3

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

SECTION 4

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

SECTION 5

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 8TH DAY OF DECEMBER, 2020.

TOWN OF PROSPER, TEXAS

Ray Smith, Mayor

ATTEST TO:

Melissa Lee, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2020-2021
December 8, 2020

General Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Total Revenues	32,698,400	32,798,400	32,798,400	-
Total	\$ 32,698,400	\$ 32,798,400	\$ 32,798,400	\$ -
Expenditures:				
Administration	5,598,394	6,125,394	6,125,394	-
Police Services	5,997,484	6,097,484	6,097,484	-
Fire Services	7,713,465	7,713,465	7,859,958	146,493
Public Works	3,272,379	3,272,379	3,272,379	-
Community Services	4,605,459	4,605,459	4,605,459	-
Development Services	3,371,304	3,371,304	3,371,304	-
Engineering	2,031,806	2,031,806	2,031,806	-
Total	\$ 32,590,291	\$ 33,217,291	\$ 33,363,784	\$ 146,493

Total Revenue	\$ -
Total Expenditures	\$ 146,493.00
Net Effect All Funds	\$ (146,493.00)

FINANCE DEPARTMENT



To: Mayor and Town Council

From: Betty Pamplin, Finance Director

Through: Harlan Jefferson, Town Manager
Chuck Springer, Executive Director of Administrative Services

Re: Town Council Meeting – December 8, 2020

Agenda Item:

Consider and act upon a resolution to suspend the January 23, 2021 effective date of CoServ Gas Ltd's requested increase to permit the Town time to study the request and establish reasonable rates. **(BP)**

Description of Agenda Item:

On November 13, 2020, CoServ Gas, Ltd. ("CoServ" or "Company"), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas ("RRC") and in all municipalities exercising original jurisdiction within its service area, effective January 23, 2021.

CoServ is seeking to increase its gas rates on a system-wide basis by \$9.6 million per year, and by \$8.1 million in the incorporated areas. This equates to an increase of 11.6% on total revenues, or 29.0% increase in base rates for the incorporated areas. CoServ is also requesting: (1) Commission approval of depreciation rates for distribution and general plant; (2) a prudence determination for capital investment; (3) a finding that the approvals of the administrative orders by the Gas Services Division of the Commission based on the Accounting Order in Gas Utilities Docket No. 10695 are reasonable and accurate; and (4) a surcharge on customer bills to recover the reasonable rate case expenses associated with the filing of this statement of intent.

The resolution suspends the January 23, 2021 effective date of the Company's rate increase for the maximum period permitted by law to allow the Town, working in conjunction with other similarly situated cities with original jurisdiction served by CoServ, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue. The resolution authorizes the hiring of Lloyd Gosselink, intervention in the Railroad Commission proceeding, and suspends the rate filing. If the Town fails to take some action regarding the filing before the effective date, CoServ's rate request is deemed approved.

Budget Impact:

In the filing, the Company sought to increase system-wide distribution rates by \$9.6 million per year (an increase of 11.6% on total revenues) and by \$8.1 million within cities (an increase of

29.0% on base rates for the incorporated areas which is an approximate increase of \$11.97 on the average residential customer's bill).

Legal Obligations and Review:

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

Attached Documents:

1. Resolution

Town Staff Recommendation:

Town staff recommends adoption of a resolution to suspend the January 23, 2021 effective date of CoServ Gas Ltd's requested increase to permit the Town time to study the request and establish reasonable rates.

Proposed Motion:

I move to adopt a resolution to suspend the January 23, 2021 effective date of CoServ Gas Ltd's requested increase to permit the Town time to study the request and establish reasonable rates.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS SUSPENDING THE JANUARY 23, 2021 EFFECTIVE DATE OF COSERV GAS, LTD.'S REQUESTED INCREASE TO PERMIT THE TOWN TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE COSERV GAS, LTD. SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN DOCKET OS-20-00005136 AT THE RAILROAD COMMISSION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about November 13, 2020, CoServ Gas, Ltd. ("CoServ" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102, filed with the Town of Prosper ("Town") a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within the Company's service area, effective January 23, 2021; and

WHEREAS, the Town is a gas customer of CoServ and a regulatory authority with exclusive original jurisdiction over the rates and charges of CoServ within the Town; and

WHEREAS, it is reasonable for the Town of Prosper to cooperate with other similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, CoServ has filed an application with the Railroad Commission, Docket No. OS-20-00005136 that could become the docket into which appeals of city action on the CoServ filing are consolidated; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1

That the January 23, 2021, effective date of the rate request submitted by CoServ on or about November 13, 2020, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2

That the Town is authorized to cooperate with other cities in the CoServ service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

SECTION 3

That, subject to the right to terminate employment at any time, the Town of Prosper hereby authorizes the hiring of Thomas Brocato of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., and consultants to represent the Town in all matters associated with the CoServ Gas application to increase rates and appeals thereof.

SECTION 4

That intervention in Railroad Commission Docket No. OS-20-00005136 is authorized.

SECTION 5

That the Town's reasonable rate case expenses shall be reimbursed by CoServ.

SECTION 6

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7

A copy of this Resolution shall be sent to CoServ, care of Charles Harrell, CoServ Gas, Ltd. 7701 South Stemmons Freeway, Corinth, Texas 76210 (CHarrell@coserv.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

SECTION 9

This Resolution shall be effective from and after its passage by the Town Council.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 8TH DAY OF DECEMBER, 2020.

Ray Smith, Mayor

ATTEST:

Melissa Lee, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

**INFORMATION
TECHNOLOGY**

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – December 8, 2020

Agenda Item:

Consider and act upon approving an interlocal cooperation agreement with the City of Allen for Mutual Aid for Information Technology Services, and authorizing the Town Manager to execute an agreement for same.

Description of Agenda Item:

During the January 2020 Strategic Planning Session, I.T. proposed adding a cyber mutual aid agreement with surrounding municipalities to the plan. Earlier this year, the City of Allen developed an interlocal cooperation agreement (ILA) for cyber incident mutual aid services for Texas municipalities for which they will act as the host city. All members have the ability to request, and receive service from, any participating entities.

Budget Impact:

There is no cost to join the ILA and future costs will not be incurred unless the Town elects to request assistance during a cyber incident. At that time, the Town would be responsible for the personnel and travels costs of responding agencies.

Legal Obligations and Review:

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

Attached Documents:

1. Allen Interlocal Cooperation Agreement (ILA) for Mutual Aid for Information Technology Services

Town Staff Recommendation:

Staff recommends approving an interlocal cooperation agreement with the City of Allen for Mutual Aid for Information Technology Services, and authorizing the Town Manager to execute an agreement for same.

Proposed Motion:

I move to approve an interlocal cooperation agreement with the City of Allen for Mutual Aid for Information Technology Services, and authorize the Town Manager to execute an agreement for same.

AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT FOR MUTUAL AID FOR INFORMATION TECHNOLOGY SERVICES

This Amended and Restated Interlocal Cooperation Agreement (“Agreement”) is by, between, and among the City of Allen, Texas (the “Host City”) and the undersigned Participating Local Governments of the State of Texas (each a “Participating Entity”), acting by and through their respective authorized representatives (referred to individually as a “Party” and collectively as the “Parties”).

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, the Host City previously authorized the Interlocal Cooperation Agreement for information technology services and desires to amend and restate the Original Agreement as set forth herein; and

WHEREAS, each Participating Entity may experience a cyber incident, natural disaster, or other emergency capable of degrading or disrupting information technology services (“IT Services”) beyond the capabilities of the Participating Entity; and

WHEREAS, each Participating Entity acknowledges the importance of prompt restoration of IT Services to allow local governments to function and operate; and

WHEREAS, each Participating Entity has agreed to adopt a formal or informal cyber response plan in the event of a significant cyber incident; and

WHEREAS, each Participating Entity has agreed to adopt a formal or informal response plan in the event of a natural disaster or other emergency; and

WHEREAS, a Participating Entity requesting IT Services (hereinafter referred to as a “Requesting Entity”) receives benefit from a responding Participating Entity (hereinafter referred to as a “Responding Entity”) through the provision of supplemental IT Services personnel or computer hardware for the period of support; and

WHEREAS, the Responding Entity receives the benefit of its IT Services personnel gaining knowledge through the experience of aiding in the restoration of IT Services during a crisis; and

WHEREAS, the Parties desire to enter a mutual aid agreement to offer time and expertise of IT Services personnel to assist in the detection, response and short-term remediation of the cyber incident or assist in the repair and restoration of IT Services due to a natural disaster or other emergency.

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“Host Entity” shall mean the City of Allen, Texas.

“IT Incident” shall mean an event or set of circumstances resulting from a cyber incident, natural disaster, pandemic or other emergency (including state or local declared state of disaster pursuant to Chapter 418 Texas Government Code) whether natural or manmade, which is capable of degrading or disrupting information technology services beyond the capabilities of the Requesting Entity.

“Mutual Aid” shall mean, but is not limited to, such IT Service resources as facilities, equipment, services, supplies, and personnel.

“Participating Entity” shall mean a participating local government that executes this Agreement.

“Requesting Entity” shall mean the Participating Entity that requests Mutual Aid under this Agreement as a result of an IT Incident under the terms of this Agreement.

“Responding Entity” shall mean the Participating Entity providing Mutual Aid to a Requesting Entity in response to a request from a Requesting Entity under this Agreement as a result of an IT Incident.

ARTICLE II PURPOSE

The purpose of this Agreement is to establish a mutual aid agreement between and among the Parties, which will allow each Participating Entity to provide Mutual Aid to a Requesting Entity as a result of, in response to, or during an IT Incident.

ARTICLE III TERM; TERMINATION

3.1 The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution by the Participating Entity (“Effective Date”). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

3.2 A Participating Entity may terminate its participation in this Agreement by providing thirty (30) days prior written notice to terminate its participation in this Agreement to the Host Entity. The Host Entity shall provide written notice of any such termination to the designated representative of each Participating Entity.

3.3 A Participating Entity's participation in this Agreement may be terminated by the Host Entity for cause, including, but not limited to, failure to comply with the terms or conditions of this Agreement upon thirty (30) days prior written notice to such Participating Entity.

3.4 Termination by one or more Parties to this Agreement does not affect the Agreement as it applies to the remaining Parties.

ARTICLE IV RESPONSIBILITY OF PARTIES

4.1 Requesting Assistance. The Chief Information Officer ("CIO"), Information Technology Director ("IT Director"), or designee of the Participating Entity that has experienced an IT Incident may request Mutual Aid from the CIO, IT Director, or designee of another Participating Entity verbally or in writing. The determination as to what Mutual Aid may be made available to the Requesting Entity without unduly interfering with the IT Services of the Responding Entity shall be made at the sole discretion of the CIO, IT Director, or designee of the Responding Entity. Each Participating Entity agrees to assess local resources to determine availability of Mutual Aid based on current or anticipated needs of the Responding Entity. Requests for Mutual Aid shall not be requested by a Party unless it is directly related to the IT Incident and resources available from the Requesting Party are inadequate.

4.2 Each Participating Entity recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide aid and assistance to the Participating Entity's own constituents. This Agreement shall not be construed to impose any obligation on any Participating Entity to provide Mutual Aid to Requesting Entity. Each Participating Entity may choose not to render Mutual Aid at any time for any reason, or to recall such Mutual Aid that has been provided at any time.

4.3 Procurement of Equipment, Software and Services. The Requesting Entity shall be responsible for any incidental costs, equipment, software, or services related to the Mutual Aid response to the IT Incident. If the Responding Entity indicates a need for the acquisition or purchase of equipment, software, or services, the Requesting Entity shall decide if such acquisition or purchase is necessary and will make any required acquisition or purchase.

4.4 Personnel Costs. The Requesting Entity shall pay any overtime costs that occur for personnel of the Responding Entity if requested by the Responding Entity. The Responding Entity shall provide the Requesting Entity with a written invoice for such overtime costs which shall include an itemized list of Responding Entity employees, the date and time of overtime hours worked within sixty (60) days after the provision of such Mutual Aid. The Requesting Entity shall pay such invoice to the Responding Entity within thirty (30) days after receipt of such invoice.

4.5 Travel Costs. The Requesting Entity shall pay any travel costs that occur for personnel of the Responding Entity. It will be the responsibility of the employee(s) of the Responding Entity to compile and submit all documented travel costs to the Requesting Entity. Mileage expenses will be reimbursed at the current IRS mileage rate and miles expended will be validated by supporting documentation. Reimbursement payments will be paid to the employee(s) of the Responding Entity by the Requesting Entity if travel costs were paid by the employee. Otherwise, reimbursement payments will be made to the Responding Entity.

4.6 Use of Computer Hardware. A Requesting Entity in need of computer hardware (e.g. personal computers, laptops, servers, network equipment, etc.), will compile a written list of such computer hardware and the estimated length of time that such equipment is needed which may be sent to the Participating Entities. Any Participating Entity may choose to respond in whole or part and is under no obligation to provide computer hardware to the Requesting Entity. A Responding Entity which chooses to loan computer hardware will respond back to the Requesting Entity to affirm that such computer hardware or portion thereof is available for temporary use. The Responding Entity makes no claim of the currency or operational use of the computer hardware nor is the Responding Entity liable for any damages resulting from the Requesting Entity's use of any computer hardware so provided. The transportation and delivery of such computer hardware or charges related thereto shall be the responsibility of the Requesting Entity unless otherwise agreed by those Parties. The Requesting Entity shall be responsible for, and pay the Responding Entity for any damages, loss, or destruction of such computer hardware while in the use and possession of the Requesting Entity, including the transport thereof. Any ongoing maintenance, lease or other fees related to such computer hardware shall continue to be paid by the Responding Entity.

4.7 Criminal Justice Information System ("CJIS"). The Requesting Entity shall be responsible for restricting the Responding Entity personnel from access to CJIS information unless the Responding Entity personnel have completed all CJIS background checks and is in current compliance with CJIS training requirements.

4.8 List of Participating Entities. The Host City shall maintain a current list of Participating Entities and provide such list to a Participating Entity upon request

ARTICLE V INSURANCE

5.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Worker's Compensation Act.

5.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

5.3 General Liability Insurance. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

5.4 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid rendered or performed pursuant to the terms and conditions of this Agreement. Except as specifically stated in this Agreement, each Party waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of Mutual Aid pursuant to this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights for any third parties not signatories hereto.

ARTICLE VI MISCELLANEOUS

6.1 Expending Funds. Each Party that furnishes Mutual Aid pursuant to this Agreement shall do so with funds available from current revenues of such Party. No Party shall have any liability for the failure to expend funds to provide Mutual Aid.

6.2 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

6.3 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

6.4 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.5 Amendment. This Agreement may be amended from time to time by the Host City. The Host City shall send notice of such amendments to each Participating Entity. Each

Participating Entity shall be bound by such amendments unless the Participating Entity sends written notice to the Host City terminating its participation in this Agreement.

6.6 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

6.7 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. By execution of this Agreement the Participating Entity consents to be a Party to this Agreement and acknowledges that it is not necessary to receive copies of the Agreement from other local governments that are, or which become, Parties to this Agreement.

6.8 Entire Agreement. This Agreement is the entire agreement between and among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between and among the Parties that in any manner relates to the subject matter of this Agreement.

6.9 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period following the termination of this Agreement shall survive termination.

6.13 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, addressed to Participating Entity at the address set forth below the signature of the Party

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

[Signature Pages to Follow]

EXECUTED this ____ day of _____ 2020.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

One Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

EXECUTED this ____ day of _____, 2020.

PARTICIPATING ENTITY:

TOWN OF PROSPER, TEXAS

By: _____

Name: Harlan Jefferson

Title: Town Manager

Address: 250 W. First St.

Prosper, TX 75078

ATTEST:

By: _____

Town Secretary

APPROVED AS TO FORM:

By: _____

Town Attorney

PARKS AND RECREATION



To: Mayor and Town Council

From: Dudley Raymond, Parks and Recreation Director

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

Re: Town Council Meeting – December 8, 2020

Agenda Item:

Consider and act upon approving a list of qualified firms to provide professional park design and related services to the Town of Prosper.

Description of Agenda Item:

On August 21, 2020 at 2:00 p.m., thirty-three responses were received in response to SOQ No. 2020-78-B for Various Park Design Services for the Town of Prosper. Responses were divided into two categories based on specialties within the industry. These categories were: Neighborhood Parks & Trails, and Median Improvements.

A review committee consisting of representatives from the Parks and Recreation Department evaluated each response based on the following criteria: ability to meet the Town's objectives and provide a high level of service, experience with similar municipal projects and references, professional qualifications of individual team members, and project approach and management. The following list identifies the firms that were determined to be the most highly qualified in each category

Neighborhood Parks & Trails

- Halff Associates, Inc.
- Parkhill, Smith and Cooper Inc.
- Teague Nall and Perkins, Inc.
- LJA Engineering, Inc.
- Dunaway Associates, L.P.

Median Improvements

- Halff Associates, Inc.
- LJA Engineering, Inc.
- CCA Landscape Architects, Inc.
- Kimley-Horn and Associates, Inc.

This list of qualified firms will remain in effect for a period of two years. Approval of this list does not authorize the award of an agreement for professional park design or related services, nor does it guarantee that an agreement will be awarded to any individual firm on the list. As the need arises, individual agreements will be negotiated with qualified firms from this list and awarded in accordance with the Town's purchasing policies.

Attached Documents:

1. SOQ Evaluation Matrix Summary

Town Staff Recommendation:

Town staff recommends Town Council approve the list of qualified firms to provide professional park design and related services to the Town of Prosper.

Proposed Motion:

I move to approve the list of qualified firms to provide professional park design and related services to the Town of Prosper.

SOQ NO. 2020-78-B
PARK DESIGN SERVICES
EVALUATION MATRIX SUMMARY

Neighborhood Parks & Trails		Median Improvements	
FIRM	TOTAL SCORE	FIRM	TOTAL SCORE
Half Associates, Inc.	8.73	Half Associates, Inc.	8.48
Parkhill, Smith and Cooper Inc.	8.59	LJA Engineering, Inc.	8.43
Teague Nall and Perkins, Inc.	8.26	CCA Landscape Architects, Inc.	8.23
LJA Engineering, Inc.	8.24	Kimley-Horn and Associates, Inc.	8.11
Dunaway Associates, L.P.	8.19	Teague Nall and Perkins, Inc.	8.09
CCA Landscape Architects, Inc.	8.18	John R McAdams Co.	8.03
Kimley-Horn and Associates, Inc.	8.14	Norris Design	8.03
Studio Outside	8.13	Dunkin Sims Stoffels, Inc.	7.83
Stantec Consulting Services Inc.	8.13	Pacheco Koch Consulting Engineers, Inc.	7.80
Huitt-Zollars, Inc.	8.07	Huitt-Zollars, Inc.	7.73
SWA Group	8.07	MESA	7.56
Talley Associates, Inc.	8.07	Stantec Consulting Services Inc.	7.51
MESA	8.01	WSB & Associates	7.43
Dunkin Sims Stoffels, Inc.	7.93	Valley Quest Design	7.36
JB Partners, Inc.	7.90	RYBA Landscape Architecture	7.31
Valley Quest Design	7.90	Urban Engineers Group, Inc.	7.21
MHS Planning & Design	7.88	Kevin Sloan Studio LLC	7.17
WSB & Associates	7.87	STUDIO tla	7.00
GSBS Architects	7.86	GSBS Architects	6.76
Pacheco Koch Consulting Engineers, Inc.	7.76	Bartlett & West	6.40
TBG Partners	7.73	Bud Creative	6.09
Norris Design	7.71		
BW2 Engineers, Inc.	7.61		
Kevin Sloan Studio LLC	7.58		
STUDIO tla	7.58		
Urban Engineers Group, Inc.	7.52		
John R McAdams Co.	7.44		
DJT DESIGN, Inc.	7.41		
RYBA Landscape Architecture	7.37		
Brandstetter Carroll Inc.	6.65		
Bud Creative	6.34		
Bartlett & West	6.20		
IHP Engineering	3.39		



ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – December 8, 2020

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Roadway Impact Fees Credit Agreement between First Texas Homes, Inc., and the Town of Prosper, Texas, related to the construction of Coleman Street to serve the Cambridge Park Estates development.

Description of Agenda Item:

First Texas Homes, Inc., is developing Cambridge Park Estates south of Coleman Street and west of Preston Road. In order to facilitate the development, they have agreed to construct the southern two (2) lanes of Coleman Street adjacent to their development. The extent of the improvements are from Victory Way, just east of Prosper High School, to Preston Road as depicted on the Town of Prosper Thoroughfare Plan.

Since the proposed roadway is depicted on the Town of Prosper Thoroughfare Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of roadway impact fees owed by the development. Since First Texas Homes, Inc., is also the homebuilder in the development, they have requested that the roadway impact fees be credited to the development instead of collected and reimbursed. The purpose of the Roadway Impact Fees Credit Agreement is to outline the obligations of the Town of Prosper, and First Texas Homes, Inc., related to the design, construction, and credit of the roadway impact fees to fund the project.

Budget Impact:

The estimated cost for the design and construction of Coleman Street is approximately \$910,159.74. The anticipated roadway impact fees owed by the Cambridge Park Estates development is approximately \$922,389.00. The amount of roadway impact fees credit to First Texas Homes, Inc., will be based on the actual cost of the design and construction. Once First Texas Homes, Inc., has utilized the roadway impact fees credit, any roadway impact fees owed will be collected by the Town.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. First Texas Homes, Inc., agrees to pay the Town reasonable attorney's fees charged to the Town by the Town's legal counsel associated with preparation and negotiation of this Agreement, in an amount not to exceed \$5,000.

Attached Documents:

1. Town of Prosper Thoroughfare Plan
2. Roadway Impact Fees Credit Agreement

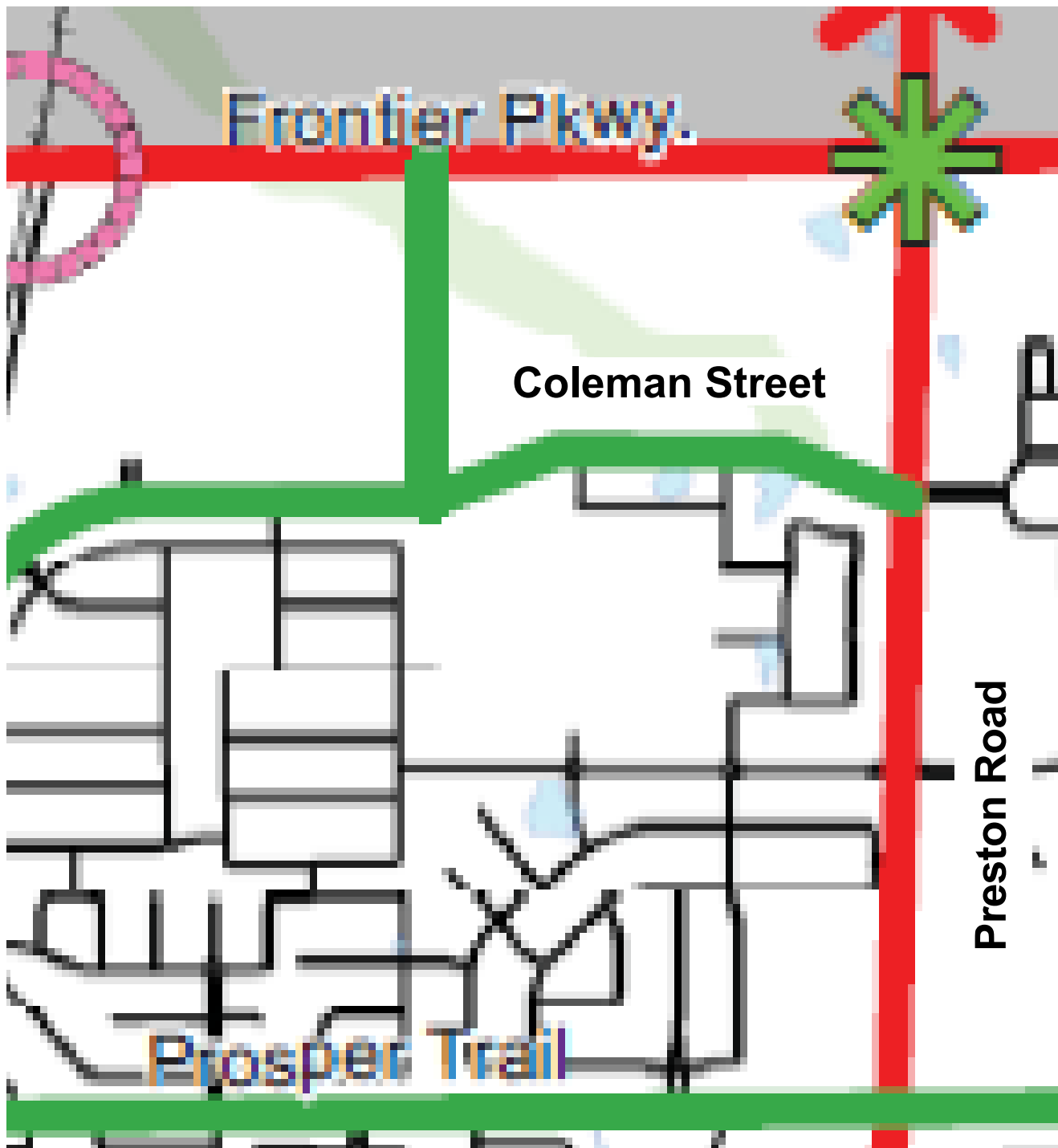
Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Roadway Impact Fees Credit Agreement between First Texas Homes, Inc., and the Town of Prosper, Texas, related to the construction of Coleman Street to serve the Cambridge Park Estates development.

Proposed Motion:

I move to authorize the Town Manager to execute a Roadway Impact Fees Credit Agreement between First Texas Homes, Inc., and the Town of Prosper, Texas, related to the construction of Coleman Street to serve the Cambridge Park Estates development.

Town of Prosper Thoroughfare Plan Cambridge Park Estates



ROADWAY IMPACT FEES CREDIT AGREEMENT
(CAMBRIDGE PARK ESTATES)

THIS ROADWAY IMPACT FEES CREDIT AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____, 2020 ("**Effective Date**"), by and between the Town of Prosper, Texas ("**Prosper**" or the "**Town**"), and First Texas Homes, Inc, a Texas limited liability company ("**Developer**"), individually referred to as a "**Party**" and collectively referred to as the "**Parties.**"

WITNESSETH:

WHEREAS, Developer is developing a project in the Town known as Cambridge Park Estates ("**Cambridge Park**") which development contains multiple development phases; and

WHEREAS, the legal descriptions of the Cambridge Park property ("**Property**") are attached hereto as **Exhibit A**; and

WHEREAS, the Town and Developer wish to address the construction of improvements to certain roadways as well as the timing, construction and payment of associated costs thereof, related to Cambridge Park; and

WHEREAS, the Town and Developer acknowledge that the construction of roadways to and in Cambridge Park is desirable; however, both Parties recognize the capital costs associated with the proposed construction; and

WHEREAS, the Town and Developer have agreed to the construction of certain Coleman Street improvements (the "Coleman Street Improvements"), with each party having certain obligations related thereto, as depicted in attached Exhibit B and incorporated by reference, with cost estimates and impact fee estimates for the Property described in attached Exhibit C, also incorporated by reference; and

WHEREAS, the Town has adopted a Roadway Capital Improvements Plan ("**Roadway CIP**") as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town's Code of Ordinances, as amended, all of which was adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended; and

WHEREAS, in an effort to facilitate the construction of roadways serving Cambridge Park, the parties have agreed to the terms and provisions of this Agreement; and

WHEREAS, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of roadways to and in Cambridge Park proceed uniformly; and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **Roadway Impact Fees and Roadway CIP Project.** Builders on land within Cambridge Park shall be subject to and shall pay the Town roadway impact fees, pursuant to applicable provisions of the Town's Code of Ordinances, as amended. Adjacent to the development is an impact-fee eligible roadway project ("Roadway CIP Project") which is identified on the Town's Roadway CIP that Developer agrees and has agreed to construct, as reflected in attached Exhibit B.

2. **Construction Costs and Roadway Impact Fee Credits.** Upon the Town's acceptance of any Roadway CIP Project referenced in this Agreement and constructed by Developer, Developer shall receive a roadway impact fee credit in the amount of the eligible construction costs incurred by Developer for the construction of the Roadway CIP Project. The roadway impact fee credit referenced in this Paragraph shall expire ten (10) years from the date of execution of this Agreement and shall apply to any development in Cambridge Park Estates. In no event shall the roadway impact fee credit referenced herein accrue interest. Further, nothing herein shall relieve Developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town. For construction costs associated with the Roadway CIP Project, including but not limited to certain construction costs incurred by Developer prior to the date of this Agreement, subject to approval by the Town Engineer, the phrase "construction costs" as used herein shall mean the actual construction costs, including design costs, construction costs, engineering costs, surveying costs and geotechnical materials testing associated with the Roadway CIP Project. The current estimated construction costs for the Roadway CIP Projects are reflected in attached Exhibit C. No construction costs for any Roadway CIP Project shall be incurred by Developer until Developer submits the construction costs to the Town Engineer for review and written approval, with the exception of those construction costs incurred by Developer prior to the date of the Agreement, as noted above.

3. **Third Party Roadway Project Rights-of-Way.** (a) The parties shall cooperate with each other in obtaining from third parties any and all rights-of-way ("Third Party Roadway Project Rights-of-way") for any Roadway CIP Project depicted in Exhibit B.

(a) Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third Party Roadway Project Rights-of-way, including, but not limited to, title work, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioner's fees and costs of appeal, if any ("Right-of-way Acquisition Fees"). If requested by the Town, Developer shall, at its sole cost and expense, lead all right-of-way acquisition efforts for the Third Party Roadway Project Rights-of-way, including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third Party Roadway Project Rights-of-way as required. Developer shall pay any and all Right-of-way Acquisition Fees within twenty-one (21) calendar days of receiving a written request from the Town for the same.

(b) The Town will, at Developer's sole cost and expense, provide, among any other assistance deemed reasonably necessary by the Town, technical, engineering, legal and administrative assistance, as selected by the Town, to acquire, by purchase or condemnation, the Third Party Roadway Project Rights-of-way. The Town shall review and approve any and all documents associated with the Third Party Roadway Project Rights-of-way required herein. If the Town determines, in its reasonable discretion, that condemnation proceedings are necessary to secure the Third Party Roadway Project Rights-of-way, the Town shall have the right to, at Developer's sole cost and expense, take any and all steps the Town deems necessary to initiate said proceedings.

(b) The Third Party Roadway Project Rights-of-way shall be filed and recorded prior to the commencement of construction of any Roadway CIP Project or any portion thereof, unless a Right of Entry is secured, a condemnation award is tendered with the registry of the court and/or a right of possession by any other means is obtained on an earlier date.

(d) If the Third Party Roadway Project Rights-of-way are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the Town, the land made the subject of the Third Party Roadway Project Rights-of-way, within ninety (90) days after the execution hereof on terms acceptable to the Town, then the Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Third Party Roadway Project Rights-of-way as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Paragraph.

6. **Understanding of the Parties Regarding Impact Fees Collected.** Developer and the Town acknowledge and agree that: (i) the roadway impact fees collected may be less than the roadway impact fee credits to which Developer is entitled; and (ii) roadway impact fees owed on the Property shall be paid in accordance with the Town's impact fee ordinance, as amended.

7. **Assignment.** Developer shall have the right to assign this Agreement, in whole or in part, only to one or more parties purchasing undeveloped portions of Cambridge Park, which party (or parties) shall have the option to construct any Roadway CIP Projects located in such portions. As to the sale of land by Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land. This Agreement shall not be filed of record.

8. **Default.** If Developer fails to comply with any provision of this Agreement after receiving thirty (30) days' written notice to comply from Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 30-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, Town shall have the following remedies, in addition to Town's other rights and remedies:

- (a) to refuse to accept any public improvements as to the applicable portion of Cambridge Park to which the default relates (provided however the Town shall not be entitled to rescind any prior acceptance of public improvements); and/or
- (b) to construct and/or complete the Roadway CIP Project and to recover any and all reasonable, necessary and actual costs and expenses associated with the construction and/or completion of same, including, but not limited to, any and all reasonable and necessary attorney's fees and costs associated therewith; and/or
- (c) to seek specific enforcement of this Agreement.

In the event Town fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement and/or bring suit to recover any amounts due and owing hereunder (but not consequential or punitive damages) as its sole and exclusive remedies.

9. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve any developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

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

11. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper, Texas
P.O. Box 307
Prosper, Texas 75078
Attn: Town Manager's Office

If to the Developer: First Texas Homes
Keith Hardesty
First Texas Homes, Inc.
500 Crescent Court, Suite 350
Dallas, Texas 75201

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

13. **Sovereign Immunity.** The Parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, the Town agrees that it has waived its sovereign immunity, and to that extent only.

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

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

16. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Electronic signatures shall be binding and shall have the same force and effect as an original signature.

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

18. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

19. **Notification of Sale or Transfer.** The Developer shall notify the Town in writing of a sale or transfer of all or any portion of the Property where Developer plans to assign all or a portion of this Agreement, as contemplated herein, within ten (10) business days of such sale or transfer.

20. **Authority to Execute.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

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

22. **Indemnification.** FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE ON WHICH ALL WORK WITH RESPECT TO A ROADWAY CIP PROJECT IS COMPLETED AND ALL IMPROVEMENTS, AS CONTEMPLATED HEREIN, HAVE BEEN ACCEPTED BY THE TOWN, DEVELOPER DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL ACTUAL DAMAGES (BUT NOT CONSEQUENTIAL OR PUNITIVE DAMAGES), INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE) LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF DEVELOPER, OR ANY OTHER THIRD PARTIES FOR WHOM DEVELOPER ENGAGED, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE ROADWAY CIP PROJECT CONTEMPLATED HEREIN (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER(S) IN PROVIDING SUCH DEFENSE. DEVELOPER SHALL NOT BE REQUIRED TO INDEMNIFY THE TOWN FROM CLAIMS CAUSED IN WHOLE OR IN PART BY THE TOWN'S NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACTS AND/OR OMISSIONS, OR ANY OTHER THIRD PARTIES FOR WHOM THE TOWN ENGAGED.

23. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to this Agreement. Developer shall retain Town-approved defense counsel within ten (10) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

24. **Survival.** Paragraph 22, "Indemnification," shall survive the termination of this Agreement.

25. **Additional Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.

26. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

27. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

28. **Applicability of Town Ordinances.** The signatories hereto shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising.

29. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

30. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper reasonable attorney's fees charged to the Town by the Town's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$5,000.00 within ten (10) days upon receipt of an invoice of same from the Town.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the Effective Date.

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Harlan Jefferson
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2020, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My commission expires: _____

EXHIBIT A
(Property Legal Description)

CAMBRIDGE PARK ESTATES
 METES AND BOUNDS DESCRIPTION

WHEREAS, FIRST TEXAS HOMES, INC. is the owner of a tract of land situated in the S. Rice Survey, Abstract No. 787, City of Prosper, Collin County, Texas, the subject tract being all of a tract conveyed to FIRST TEXAS HOMES, INC according to the deed recorded in of the Deed Records, Collin County, Texas (DRCCT), subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" found on the west line of Preston Road, a variable width right-of-way (also known as State Highway 289) for the northeast corner of Tanner's Mill Phase IA, an addition recorded in Cabinet 2014, Page 405, Plat Records, Collin County, Texas (PRCCT);

THENCE N 89°33'53" W, along the north line of said plat, passing at 906.11 feet the northwest corner thereof and the northeast corner of Tanner's Mill Phase IB, an addition recorded in Cabinet 2015, Page 57 PRCCT, and continuing along the north line of said plat a total distance of 2524.78 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for a southeasterly corner of a tract conveyed to First Texas Homes, Inc., recorded in Document No. 20161026001452880, Deed Records, Collin County, Texas (DRCCT);

THENCE along the easterly lines thereof, the following:

N 00°06'55" W, 480.28 feet;

N 89°25'12" W, 44.03 feet;

And N 00°09'12" W, passing at 784.56 feet a 1/2" iron rod with plastic cap found for the northeast corner thereof and being the southeast corner of the right-of-way dedication of East Coleman Street, a 90 foot right-of-way, created by the final plat of Lot 1, Block A, Prosper High School, an addition recorded in Cabinet 2011, Pages 74 and 75 PRCCT, and continuing along the east line of said dedication a total distance of 830.52 feet to a point for corner, and being the southwest corner of a right-of-way dedication of East Coleman Street to the Town of Prosper, recorded in Document No. 20151223001600670 DRCCT;

THENCE along the south line of said right-of-way dedication, the following:

N 89°30'55" E, 25.74 feet;

N 00°09'12" W, 45.50 feet;

N 89°31'11" E, 43.47 feet;

A tangent curve to the left having a central angle of 19°48'30", a radius of 850.00 feet, a chord of N 79°36'56" E - 292.40 feet, an arc length of 293.86 feet;

N 69°44'41" E, 267.38 feet;

A tangent curve to the right having a central angle of 20°43'41", a radius of 850.00 feet, a chord of N 80°04'32" E - 305.83 feet, an arc length of 307.51 feet;

S 89°33'38" E, 826.60 feet;

S 00°26'22" W, 45.00 feet;

S 89°33'38" E, 45.41 feet;

A tangent curve to the right having a central angle of 20°37'21", a radius of 805.00 feet, a chord of S 79°14'57" E - 288.18 feet, an arc length of 289.75 feet;

S 68°56'16" E, 123.73 feet;

A tangent curve to the left having a central angle of 17°48'15", a radius of 895.00 feet, a chord of S 77°50'24" E - 276.99 feet, an arc length of 278.11 feet;

S 86°44'31" E, 127.23 feet;

And S 42°39'47" E, 35.91 feet to the west line of Preston Road;

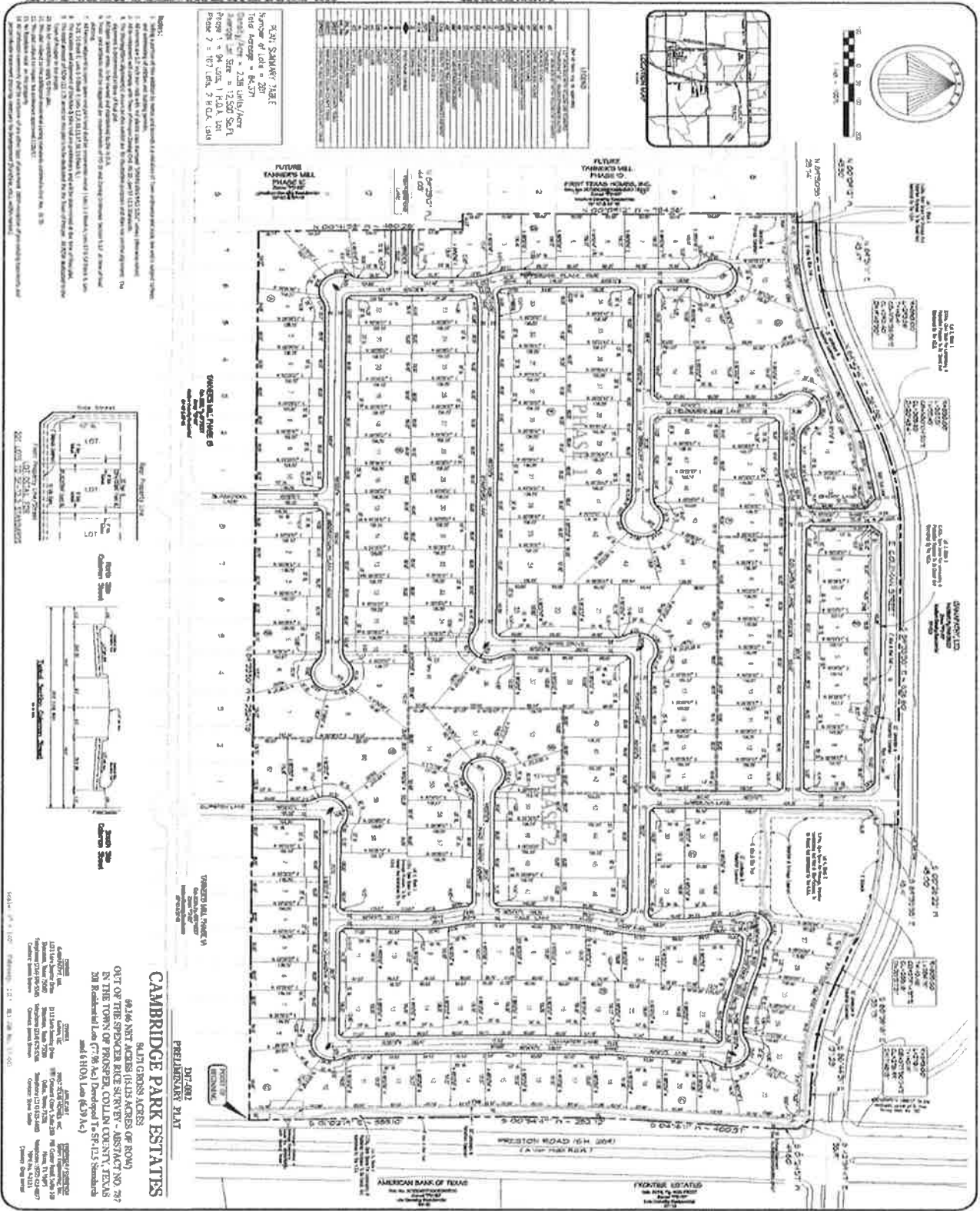
THENCE along the west line of Preston Road, the following:

S 01°24'57" W, 49.60 feet;

S 04°16'11" W, 400.57 feet;

S 00°54'47" W, 252.72 feet;

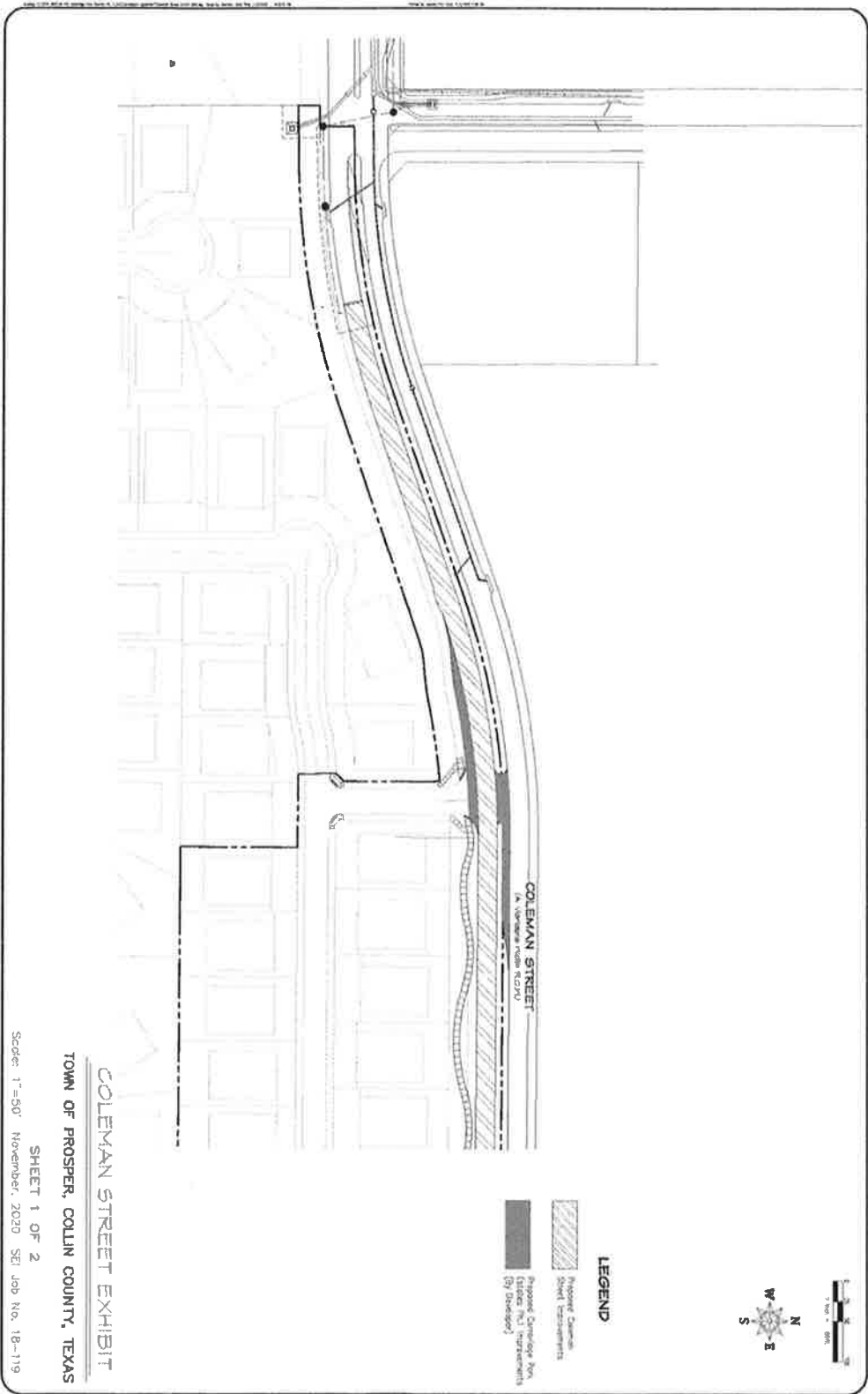
And S 01°02'19" E, 585.10 feet to the POINT OF BEGINNING with the subject tract containing 3,675,200 square feet or 84.371 acres of land.



ROADWAY IMPACT FEES CREDIT AGREEMENT (CAMBRIDGE PARK ESTATES) – Page 12 of 17

EXHIBIT B
(Roadway CIP Projects to be Constructed by Developer)

NEXT 2 PAGES



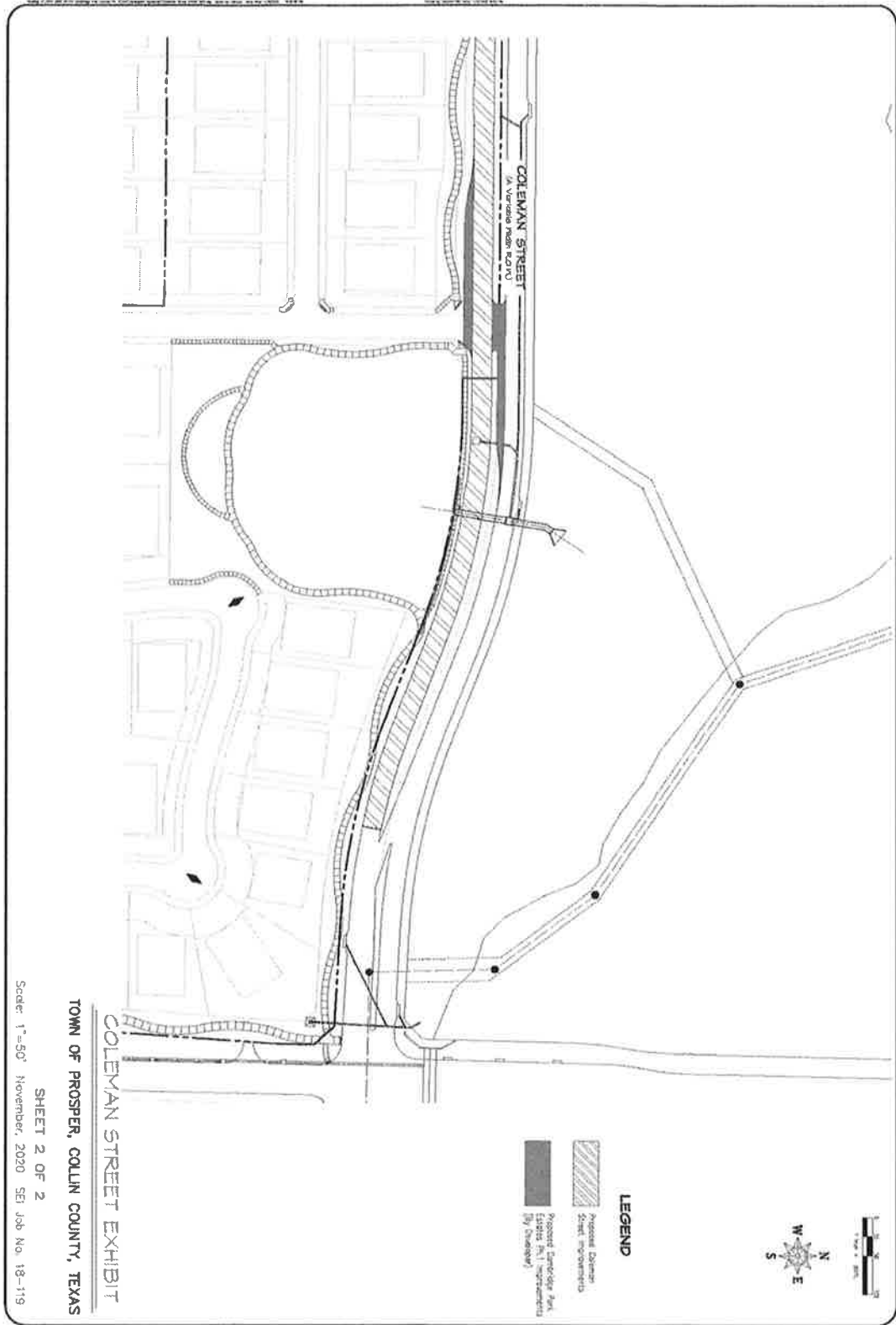


EXHIBIT C
(Anticipated Phasing of Development, Cost Projections and
Anticipated Roadway Impact Fees)

Cambridge Park Estates
Coleman Street Improvements
Impact Fees

Development Phase	Lot Counts	Impact Fees Available (\$4,589/lot)
1	91	\$ 417,599.00
2	110	\$ 504,790.00
Totals	201	\$ 922,389.00

Note: Phasing projections are based upon current estimates and are subject to change at any time due to economic or other conditions.

Cambridge Park Estates
Coleman Street Improvements
Cost Estimate

Item	Cost
Excavation & Erosion Control	\$ 33,782.00
Storm Sewer	\$ 266,287.38
Paving	\$ 461,712.20
Topographic Survey	\$ 3,200.00
Geotechnical Report & CMT	\$ 10,000.00
Engineering and Construction Staking	\$ 59,000.00
Contingency (10%)	\$ 76,178.16
Total	\$ 910,159.74

Notes:

- 1) Please see itemized cost estimate for detail.
- 2) No Town inspection fees will be charged for the Coleman Street Improvements.

Coleman Street (2 Eastbound Lanes)					
	Description	Unit	Quantity	Unit Price	Total Cost
Erosion Control & Excavation					
	Construction Entrance	EA	1	\$ 2,200.00	\$ 2,200.00
	Silt Fence	LF	2,158	\$ 1.50	\$ 3,237.00
	Broadcast Seeding	AC	1	\$ 275.00	\$ 275.00
	Inlet Protection	EA	5	\$ 150.00	\$ 750.00
	Curlex	LF	2,600	\$ 1.20	\$ 3,120.00
	Remedial Erosion Control	LS	1	\$ 5,000.00	\$ 5,000.00
	Unclassified Excavation	CY	3,200	\$ 6.00	\$ 19,200.00
	Total Erosion Control				\$ 33,782.00
Storm Sewer					
	18" RCP	LF	87	\$ 46.60	\$ 4,063.38
	20' Recessed Curb Inlet	EA	1	\$ 5,200.00	\$ 5,200.00
	15' Recessed Curb Inlet	EA	1	\$ 4,564.00	\$ 4,564.00
	10' Recessed Curb Inlet	EA	1	\$ 3,960.00	\$ 3,960.00
	Investigate and Remediate Ex. Drainage Issue	LS	1	\$ 20,000.00	\$ 20,000.00
	Remove Plug & Connect to Exist. 18" RCP	EA	3	\$ 1,000.00	\$ 3,000.00
	Remove & Dispose of Exist. Parallel Headwall	LS	1	\$ 5,000.00	\$ 5,000.00
	Conc. Parallel Headwall	LS	1	\$ 145,000.00	\$ 145,000.00
	Parapet Wall and Handrail	LF	290	\$ 100.00	\$ 29,000.00
	Stone Veneer	LS	1	\$ 46,500.00	\$ 46,500.00
	Total Storm Sewer				\$ 266,287.38
Paving					
	9" Reinf. Concrete Pavement, Curb & Gutter (#4 Bars at 18" OCEW)	SY	5,923	\$ 49.10	\$ 290,819.30
	12" Lime Stabilized Subgrade	SY	6,918	\$ 6.45	\$ 44,621.10
	11.5% Hydrated Lime (113.9 lbs/sy)	TONS	394	\$ 168.00	\$ 66,192.00
	4' Moisture Conditioning (Street)	CY	9,224	\$ 1.95	\$ 17,986.80
	10 Mil Poly	SF	26,415	\$ 0.20	\$ 5,283.00
	Lane Markings, Buttons, and Misc. Signage	LS	1	\$ 14,450.00	\$ 14,450.00
	Connect to Existing Street Header	LF	50	\$ 10.00	\$ 500.00
	Remove & Dispose of Existing Non-Reinforced Concrete Transition	SY	364	\$ 30.00	\$ 10,920.00
	6" Concrete Curb & Gutter	LF	151	\$ 40.00	\$ 6,040.00
	Remove and Relocate Exist. Type III Barricade	LF	25	\$ 16.00	\$ 400.00
	Traffic Control	LS	1	\$ 4,500.00	\$ 4,500.00
	Total Paving				\$ 461,712.20
	SUBTOTAL				\$ 761,781.58
	Geotechnical Report & CMT	LS	1	\$ 10,000.00	\$ 10,000.00
	Engineering & Construction Staking & Construction Admn.	LS	1	\$ 59,000.00	\$ 59,000.00
	Topographic Survey	LS	1	\$ 3,200.00	\$ 3,200.00
	Contingency (10%)	LS	1	\$ 76,178.16	\$ 76,178.16
	TOTAL				\$ 910,159.74



ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – December 8, 2020

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Water Impact Fees Credit Agreement between First Texas Homes, Inc., and the Town of Prosper, Texas, related to the extension of a water line to serve the Cambridge Park Estates development.

Description of Agenda Item:

First Texas Homes, Inc., is developing Cambridge Park Estates south of Coleman Street and west of Preston Road. In order to facilitate the development, they will be required to extend a 16" water line along Preston Road as depicted on the Town of Prosper Water System Capital Improvement Plan.

Since the proposed water line is depicted on the Town of Prosper Water System Capital Improvement Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of water impact fees owed by the development. Since First Texas Homes, Inc., is also the homebuilder in the development, they have requested that the water impact fees will be credited to the development instead of collected and reimbursed. The purpose of the Water Impact Fees Credit Agreement is to outline the obligations of the Town of Prosper, and First Texas Homes, Inc., related to the design, construction, and credit of the water impact fees to fund the project.

Budget Impact:

The estimated cost for the design and construction of the extension of 1,637 feet of a 16" water line is approximately \$295,421.22. The anticipated water impact fees owed by the Cambridge Park Estates development is approximately \$768,021.00. The amount of water impact fees credit to First Texas Homes, Inc., will be based on the actual cost of the design and construction. Once First Texas Homes, Inc., has utilized the water impact fees credit, any water impact fees owed will be collected by the Town.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. First Texas Homes, Inc., agrees to pay the Town reasonable attorney's fees charged to the Town by the Town's legal counsel associated with preparation and negotiation of this Agreement, in an amount not to exceed \$5,000.

Attached Documents:

1. Town of Prosper Water System Capital Improvement Plan
2. Water Impact Fees Credit Agreement

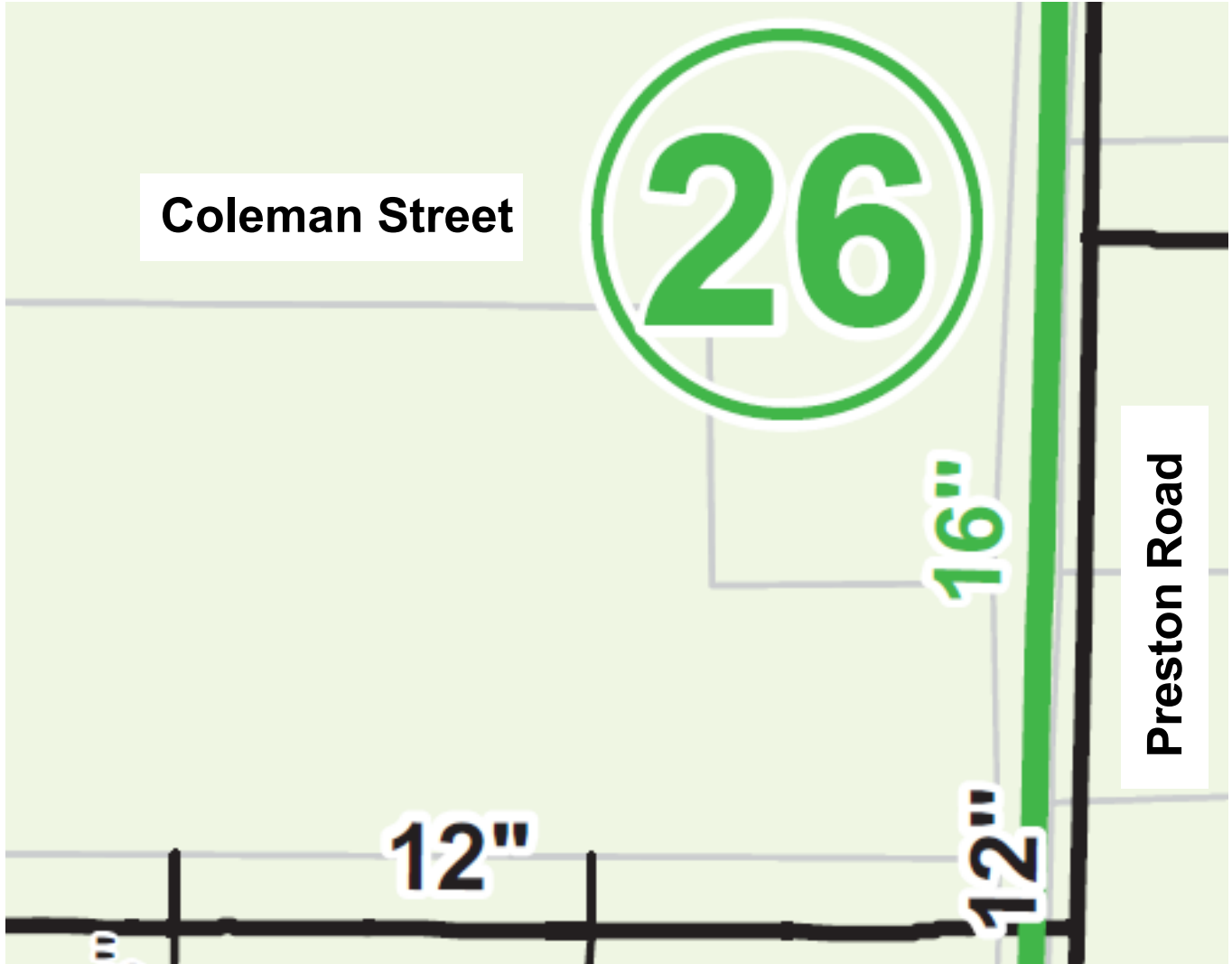
Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Water Impact Fees Credit Agreement between First Texas Homes, Inc., and the Town of Prosper, Texas, related to the extension of a water line to serve the Cambridge Park Estates development.

Proposed Motion:

I move to authorize the Town Manager to execute a Water Impact Fees Credit Agreement between First Texas Homes, Inc., and the Town of Prosper, Texas, related to the extension of a water line to serve the Cambridge Park Estates development.

Town of Prosper Water System CIP Cambridge Park Estates



WATER IMPACT FEES CREDIT AGREEMENT
(CAMBRIDGE PARK ESTATES)

THIS WATER IMPACT FEES CREDIT AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____, 2020 ("**Effective Date**"), by and between the Town of Prosper, Texas ("**Prosper**" or the "**Town**"), and First Texas Homes, Inc, a Texas limited liability company ("**Developer**"), individually referred to as a "**Party**" and collectively referred to as the "**Parties.**"

WITNESSETH:

WHEREAS, Developer is developing a project in the Town known as Cambridge Park Estates ("**Cambridge Park**") which development contains multiple development phases; and

WHEREAS, the legal descriptions of the Cambridge Park property ("**Property**") are attached hereto as **Exhibit A**; and

WHEREAS, the Town and Developer wish to address the construction of water mains as well as the timing, construction and payment of associated costs thereof, related to Cambridge Park; and

WHEREAS, the Town and Developer acknowledge that the construction of water mains to and in Cambridge Park is desirable; however, both Parties recognize the capital costs associated with the proposed construction; and

WHEREAS, the Town has adopted a Water Capital Improvements Plan ("Water CIP") as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town's Code of Ordinances, as amended, all of which was adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended; and

WHEREAS, in an effort to facilitate the construction of water mains serving Cambridge Park, the parties have agreed to the terms and provisions of this Agreement; and

WHEREAS, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of water mains to and in Cambridge Park proceed uniformly; and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **Water Impact Fees and Water CIP Project.** Builders on land within Cambridge Park shall be subject to and shall pay the Town water impact fees, pursuant to applicable provisions of the Town's Code of Ordinances, as amended. Adjacent to the development is an impact-fee eligible Water project ("Water CIP Project") which is identified on the Town's Water CIP that Developer agrees and has agreed to construct, as reflected in attached Exhibit B.

2. **Construction Costs and Water Impact Fee Credits.** Upon the Town's acceptance of any Water CIP Project referenced in this Agreement and constructed by Developer, Developer shall receive a water impact fee credit in the amount of the eligible construction costs incurred by Developer for the construction of the Water CIP Project. The water impact fee credit referenced in this Paragraph shall expire ten (10) years from the date of execution of this Agreement and shall apply to any development in Cambridge Park Estates. In no event shall the water impact fee credit referenced herein accrue interest. Further, nothing herein shall relieve Developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town. For construction costs associated with the Water CIP Project, including but not limited to certain construction costs incurred by Developer prior to the date of this Agreement, subject to approval by the Town Engineer, the phrase "construction costs" as used herein shall mean the actual construction costs, including design costs, construction costs, engineering costs, surveying costs and geotechnical materials testing associated with the Water CIP Project. The current estimated construction costs for the Water CIP Projects are reflected in attached Exhibit C. No construction costs for any Water CIP Project shall be incurred by Developer until Developer submits the construction costs to the Town Engineer for review and written approval, with the exception of those construction costs incurred by Developer prior to the date of the Agreement, as noted above.

3. **Third Party Water Project Easements.** (a) The parties shall cooperate with each other in obtaining from third parties any and all easements ("Third Party Water Project Easements") for any Water CIP Project depicted in Exhibit B.

(a) Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third Party Water Project Easements, including, but not limited to, title work, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioner's fees and costs of appeal, if any ("Easement Acquisition Fees"). If requested by the Town, Developer shall, at its sole cost and expense, lead all easement acquisition efforts for the Third Party Water Project Easements, including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third Party Water Project Easements as required. Developer shall pay any and all Easement Acquisition Fees within twenty-one (21) calendar days of receiving a written request from the Town for the same.

(b) The Town will, at Developer's sole cost and expense, provide, among any other assistance deemed reasonably necessary by the Town, technical, engineering, legal and administrative assistance, as selected by the Town, to acquire, by purchase or condemnation, the Third Party Water Project Easements. The Town shall review and approve any and all documents associated with the Third Party Water Project Easements required herein. If the Town determines, in its reasonable discretion, that condemnation proceedings are necessary to secure the Third Party Water Project Easements, the Town shall have the right to, at Developer's sole cost and expense, take any and all steps the Town deems necessary to initiate said proceedings.

(b) The Third Party Water Project Easements shall be filed and recorded prior to the commencement of construction of any Water CIP Project or any portion thereof, unless a Right of Entry is secured, a condemnation award is tendered with the registry of the court and/or a right of possession by any other means is obtained on an earlier date.

(d) If the Third Party Water Project Easements are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the Town, the land made the subject of the Third Party Water Project Easements, within ninety (90) days after the execution hereof on terms acceptable to the Town, then the Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Third Party Water Project Easements as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Paragraph.

6. **Understanding of the Parties Regarding Impact Fees Collected.** Developer and the Town acknowledge and agree that: (i) the water impact fees collected may be less than the water impact fee credits to which Developer is entitled; and (ii) water impact fees owed on the Property shall be paid in accordance with the Town's impact fee ordinance, as amended.

7. **Assignment.** Developer shall have the right to assign this Agreement, in whole or in part, only to one or more parties purchasing undeveloped portions of Cambridge Park, which party (or parties) shall have the option to construct any Water CIP Projects located in such portions. As to the sale of land by Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land. This Agreement shall not be filed of record.

8. **Default.** If Developer fails to comply with any provision of this Agreement after receiving thirty (30) days' written notice to comply from Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 30-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, Town shall have the following remedies, in addition to Town's other rights and remedies:

(a) to refuse to accept any public improvements as to the applicable portion of Cambridge Park to which the default relates (provided however the Town shall not be entitled to rescind any prior acceptance of public improvements); and/or

(b) to construct and/or complete the Water CIP Project and to recover any and all reasonable, necessary and actual costs and expenses associated with the construction and/or completion of same, including, but not limited to, any and all reasonable and necessary attorney's fees and costs associated therewith; and/or

(c) to seek specific enforcement of this Agreement.

In the event Town fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement and/or bring suit to recover any amounts due and owing hereunder (but not consequential or punitive damages) as its sole and exclusive remedies.

9. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve any developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

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

11. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper, Texas
P.O. Box 307
Prosper, Texas 75078
Attn: Town Manager's Office

If to the Developer: First Texas Homes
Keith Hardesty
First Texas Homes, Inc.
500 Crescent Court, Suite 350
Dallas, Texas 75201

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

13. **Sovereign Immunity.** The Parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, the Town agrees that it has waived its sovereign immunity, and to that extent only.

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

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

16. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Electronic signatures shall be binding and shall have the same force and effect as an original signature.

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

18. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

19. **Notification of Sale or Transfer.** The Developer shall notify the Town in writing of a sale or transfer of all or any portion of the Property where Developer plans to assign all or a portion of this Agreement, as contemplated herein, within ten (10) business days of such sale or transfer.

20. **Authority to Execute.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

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

22. **Indemnification.** FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE ON WHICH ALL WORK WITH RESPECT TO A WATER CIP PROJECT IS COMPLETED AND ALL IMPROVEMENTS, AS CONTEMPLATED HEREIN, HAVE BEEN ACCEPTED BY THE TOWN, DEVELOPER DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL ACTUAL DAMAGES (BUT NOT CONSEQUENTIAL OR PUNITIVE DAMAGES), INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE) LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF DEVELOPER, OR ANY OTHER THIRD PARTIES FOR WHOM DEVELOPER ENGAGED, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE WATER CIP PROJECT CONTEMPLATED HEREIN (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER(S) IN PROVIDING SUCH DEFENSE. DEVELOPER SHALL NOT BE REQUIRED TO INDEMNIFY THE TOWN FROM CLAIMS CAUSED IN WHOLE OR IN PART BY THE TOWN'S NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACTS AND/OR OMISSIONS, OR ANY OTHER THIRD PARTIES FOR WHOM THE TOWN ENGAGED.

23. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to this Agreement. Developer shall retain Town-approved defense counsel within ten (10) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

24. **Survival.** Paragraph 22, "Indemnification," shall survive the termination of this Agreement.

25. **Additional Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.

26. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

27. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

28. **Applicability of Town Ordinances.** The signatories hereto shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising.

29. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of water services to the Property.

30. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper reasonable attorney's fees charged to the Town by the Town's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$5,000.00 within ten (10) days upon receipt of an invoice of same from the Town.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the Effective Date.

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Harlan Jefferson
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2020, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My commission expires: _____

EXHIBIT A
(Property Legal Description)

CAMBRIDGE PARK ESTATES
METES AND BOUNDS DESCRIPTION

WHEREAS, FIRST TEXAS HOMES, INC. is the owner of a tract of land situated in the S. Rice Survey, Abstract No. 787, City of Prosper, Collin County, Texas, the subject tract being all of a tract conveyed to FIRST TEXAS HOMES, INC according to the deed recorded in of the Deed Records, Collin County, Texas (DRCCT), subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" found on the west line of Preston Road, a variable width right-of-way (also known as State Highway 289) for the northeast corner of Tanner's Mill Phase IA, an addition recorded in Cabinet 2014, Page 405, Plat Records, Collin County, Texas (PRCCT);

THENCE N 89°33'53" W, along the north line of said plat, passing at 906.11 feet the northwest corner thereof and the northeast corner of Tanner's Mill Phase IB, an addition recorded in Cabinet 2015, Page 57 PRCCT, and continuing along the north line of said plat a total distance of 2524.78 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for a southeasterly corner of a tract conveyed to First Texas Homes, Inc., recorded in Document No. 20161026001452880, Deed Records, Collin County, Texas (DRCCT);

THENCE along the easterly lines thereof, the following:

N 00°06'55" W, 480.28 feet;

N 89°25'12" W, 44.03 feet;

And N 00°09'12" W, passing at 784.56 feet a 1/2" iron rod with plastic cap found for the northeast corner thereof and being the southeast corner of the right-of-way dedication of East Coleman Street, a 90 foot right-of-way, created by the final plat of Lot 1, Block A, Prosper High School, an addition recorded in Cabinet 2011, Pages 74 and 75 PRCCT, and continuing along the east line of said dedication a total distance of 830.52 feet to a point for corner, and being the southwest corner of a right-of-way dedication of East Coleman Street to the Town of Prosper, recorded in Document No. 20151223001600670 DRCCT;

THENCE along the south line of said right-of-way dedication, the following:

N 89°30'55" E, 25.74 feet;

N 00°09'12" W, 45.50 feet;

N 89°31'11" E, 43.47 feet;

A tangent curve to the left having a central angle of 19°48'30", a radius of 850.00 feet, a chord of N 79°36'56" E - 292.40 feet, an arc length of 293.86 feet;

N 69°44'41" E, 267.38 feet;

A tangent curve to the right having a central angle of 20°43'41", a radius of 850.00 feet, a chord of N 80°04'32" E - 305.83 feet, an arc length of 307.51 feet;

S 89°33'38" E, 826.60 feet;

S 00°26'22" W, 45.00 feet;

S 89°33'38" E, 45.41 feet;

A tangent curve to the right having a central angle of 20°37'21", a radius of 805.00 feet, a chord of S 79°14'57" E - 288.18 feet, an arc length of 289.75 feet;

S 68°56'16" E, 123.73 feet;

A tangent curve to the left having a central angle of 17°48'15", a radius of 895.00 feet, a chord of S 77°50'24" E - 276.99 feet, an arc length of 278.11 feet;

S 86°44'31" E, 127.23 feet;

And S 42°39'47" E, 35.91 feet to the west line of Preston Road;

THENCE along the west line of Preston Road, the following:

S 01°24'57" W, 49.60 feet;

S 04°16'11" W, 400.57 feet;

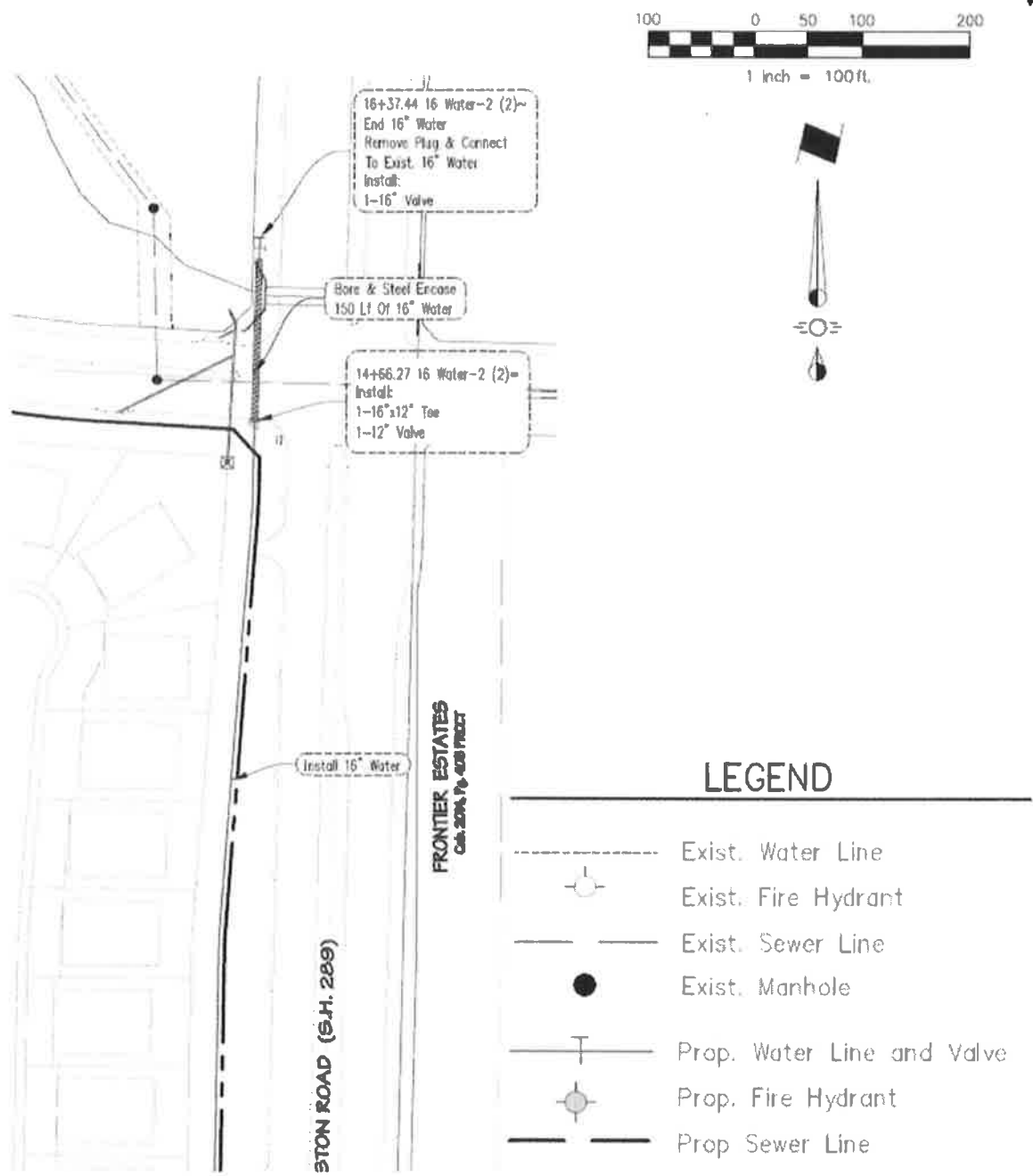
S 00°54'47" W, 252.72 feet;

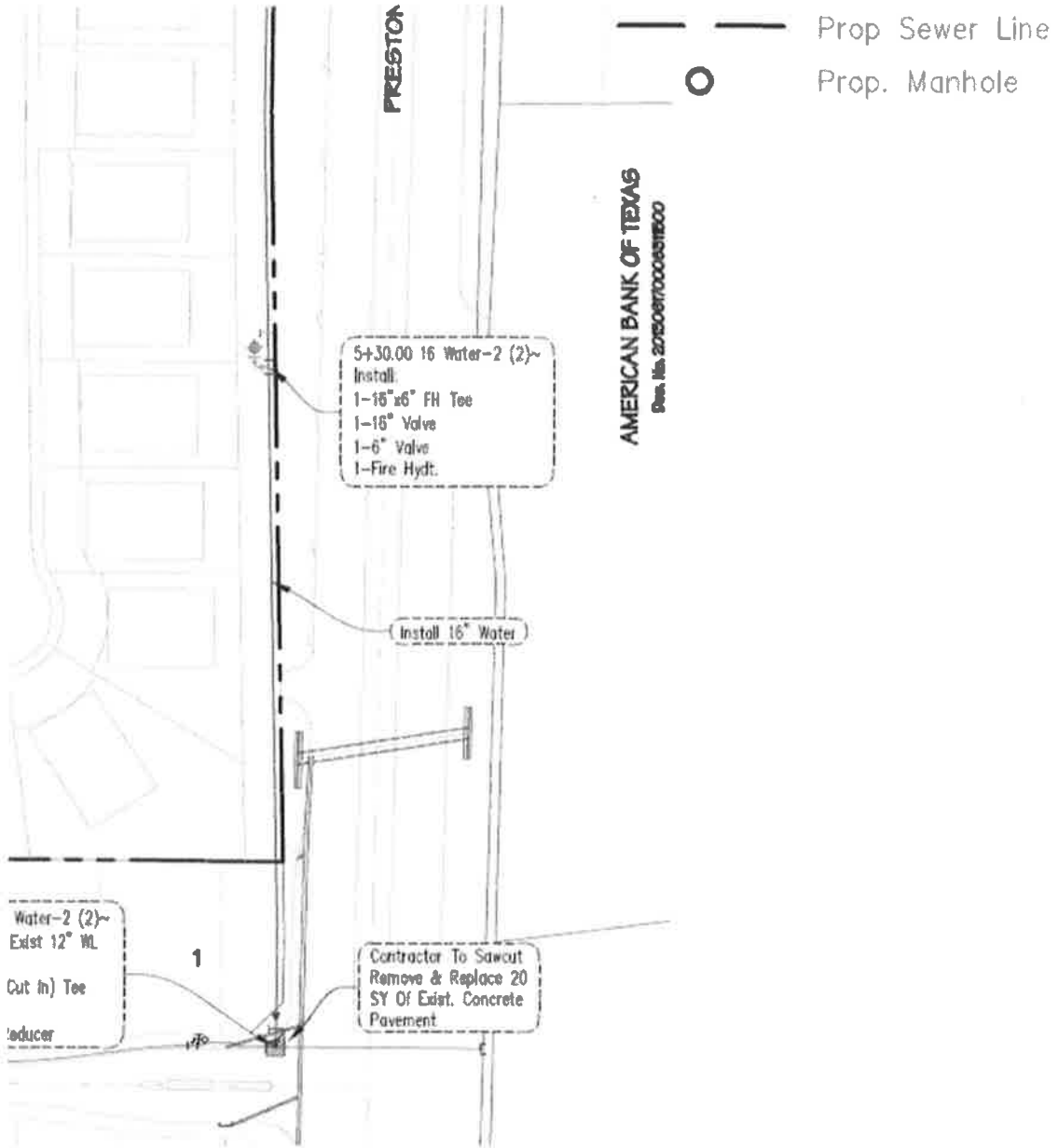
And S 01°02'19" E, 585.10 feet to the POINT OF BEGINNING with the subject tract containing 3,675,200 square feet or 84.371 acres of land.

EXHIBIT B
(Water CIP Projects to be Constructed by Developer)

1,637 LF of 16" Water Line along Preston Road

NEXT 2 PAGES





16" WATER EXHIBIT

EXHIBIT C
(Anticipated Phasing of Development, Cost Projections and
Anticipated Water Impact Fees)

Cambridge Park Estates
CIP Water Line Improvements
Impact Fees

Development Phase	Lot Counts	Impact Fees Available (\$3,821/lot)
1	91	\$ 347,711.00
2	110	\$ 420,310.00
Totals	201	\$ 768,021.00

Note: Phasing projections are based upon current estimates and are subject to change at any time due to economic or other conditions.

Cambridge Park Estates, Prosper, TX
CIP Water Line Improvements
Cost Estimate

Item	Cost
Water	\$ 254,928.38
Geotechnical Report & CMT	\$ 10,000.00
Engineering and Construction Staking	\$ 5,000.00
Contingency (10%)	\$ 25,492.84
Total	\$ 295,421.22

Notes:

- 1) Please see itemized cost estimate for detail.
- 2) No Town inspection fees will be charged for the 16" Water Line Improvements.

16" Water @ Preston Road - Prosper, Texas

	Description	Unit	Quantity	Unit Price	Total Cost
Water					\$ -
	16" PVC (C900 DR18)	LF	1,637	\$ 67.00	\$ 109,708.48
	6" Gate Valves	EA	1	\$ 825.00	\$ 825.00
	12" Gate Valve	EA	2	\$ 2,000.00	\$ 4,000.00
	16" Butterfly Valves	EA	2	\$ 8,000.00	\$ 16,000.00
	12"x12" Cut-In Tee	EA	1	\$ 8,500.00	\$ 8,500.00
	16"x12" Reducer	EA	1	\$ 850.00	\$ 850.00
	Fire Hydrant Assembly	EA	1	\$ 4,500.00	\$ 4,500.00
	Cast Iron Fittings	TONS	1	\$ 3,500.00	\$ 2,625.00
	Remove Plug & Connect to Existing Water	EA	1	\$ 1,000.00	\$ 1,000.00
	Bore & Steel Encasement under Coleman Street	LF	150	\$ 670.00	\$ 100,500.00
	Sawcut Remove & Replace Existing Concrete Pavement	SY	20	\$ 190.00	\$ 3,800.00
	Trench Safety	LF	1,637	\$ 0.10	\$ 163.74
	Water Line Testing	LF	1,637	\$ 1.50	\$ 2,456.16
	Total Water				\$ 254,928.38
	Engineering, Construction Staking, Construction Admin	LS	1	\$ 5,000.00	\$ 5,000.00
	Geotechnical Report & CMT	LS	1	\$ 10,000.00	\$ 10,000.00
	Contingency (10%)	LS	1	\$ 25,492.84	\$ 25,492.84
	TOTAL				\$ 295,421.22



DEVELOPMENT SERVICES

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager
Rebecca Zook, P.E., Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – December 8, 2020

Agenda Item:

Consider and act to authorize the Town Manager to execute an Amortization and Settlement Agreement between Lattimore Materials Corporation and the Town of Prosper, Texas, related to the establishment of a compliance date of the Lattimore Materials concrete batch plant at 890 Dallas Parkway.

Description of Agenda Item:

In December, 2004, the Town Council approved PD-20 for this property which established a list of permitted, non-residential uses and development standards in accordance with the Corridor Commercial District. The PD recognized the existing batch plant, but with the condition that the plant would be permitted by right for a period of ten (10) years. After that period, the plant would become a nonconforming use as defined by the Zoning Ordinance. One of the Town Council's Major Initiatives is the establishment of a compliance date for the batch plants located on the west side of Dallas North Tollway (DNT), north of US 380. With completion of the southbound Dallas Parkway service road, the current extension of the DNT main lanes into Prosper, and the development of the Children's Health medical campus, the batch plants are no longer a compatible land use and are not supported by the Future Land Use Plan.

In lieu of the Town initiating the amortization process through the Board of Adjustment, which can be a time-consuming and costly process, Lattimore Materials agreed to an October 1, 2024 compliance date to cease operations as outlined in the attached Amortization and Settlement Agreement.

Legal Obligations and Review:

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., prepared the agreement.

Attached Documents:

1. Location Map
2. Lattimore Materials Amortization and Settlement Agreement

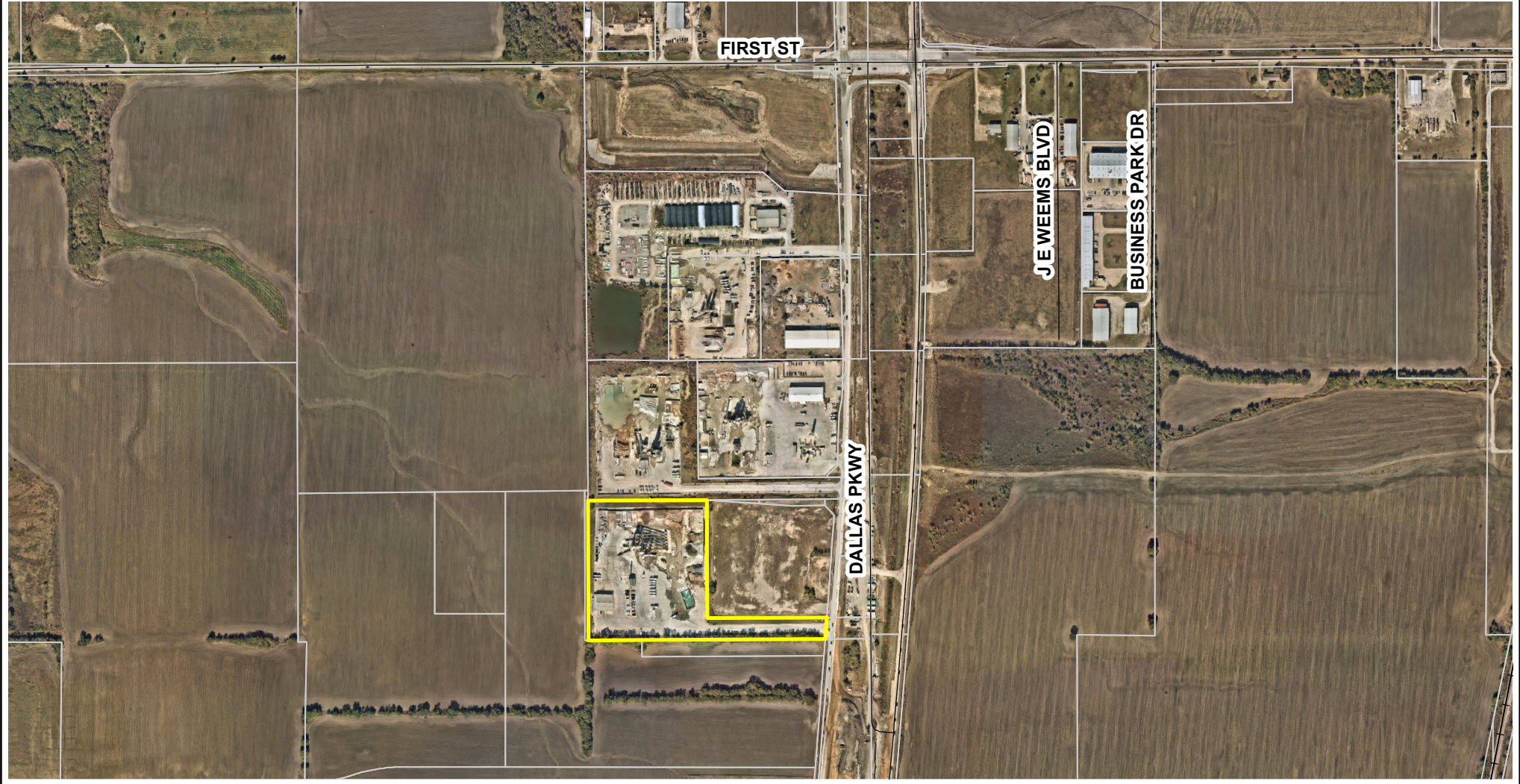
Town Staff Recommendation:

Staff recommends the Town Council authorize the Town Manager to execute an Amortization and Settlement Agreement between Lattimore Materials Corporation and the Town of Prosper, Texas, related to the establishment of a compliance date of the Lattimore Materials concrete batch plant at 890 Dallas Parkway.

Proposed Motion:

I move to authorize the Town Manager to execute an Amortization and Settlement Agreement between Lattimore Materials Corporation and the Town of Prosper, Texas, related to the establishment of a compliance date of the Lattimore Materials concrete batch plant at 890 Dallas Parkway.

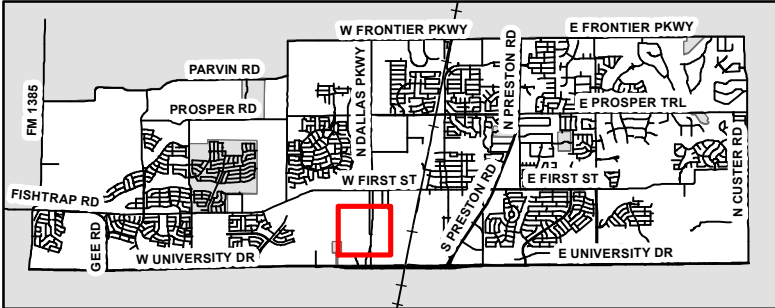
Lattimore Concrete Batch Plant Amortization and Settlement Agreement



This map is for illustration purposes only.



0 375 750 Feet



AMORTIZATION AND SETTLEMENT AGREEMENT

THIS AMORTIZATION AND SETTLEMENT AGREEMENT (“Agreement”) is made and entered into as of the last date set forth after the signature lines hereto (“Effective Date”) by and between the Town of Prosper, Texas (“Town”), and Lattimore Materials Corp., a Texas corporation (“Lattimore”) (Town and Lattimore hereinafter may be referred to as “Party” or collectively as the “Parties”), for and in consideration of the mutual promises and covenants contained herein.

WHEREAS, Lattimore operates a concrete batch facility (“Operation”) on property leased by Lattimore and located at 890 S. Dallas Pkwy, Prosper, Texas 75078 (the “Property,” a legal description of which is attached to this Agreement as Exhibit A, and is incorporated by reference), which Operation involves generally the use of equipment, including but not limited to, mixers, cement batchers, aggregate batchers, conveyors, radial stackers, aggregate bins, cement bins, heaters, chillers, cement silos, batch plant controls, and dust collectors, and other equipment necessary for the production of concrete, together with all related appurtenances thereto (collectively, “Equipment”), as well as an on-site modular office; and

WHEREAS, since 2014 the Operation on the Property does not comply with the Town’s Zoning Ordinance and is therefore a “Nonconforming Use,” as that term is defined in Section 2, “Definitions,” of Chapter 3, “Use of Land and Buildings,” of the Town’s Zoning Ordinance, and the amortization of which is authorized, as provided for in Section 7.11, “Amortization of Nonconforming Uses and Structures,” of Section 7, “Nonconforming Uses and Structures,” of Chapter 1, “General Provisions, Administration, and Procedures,” of the Town’s Zoning Ordinance, and moreover, the Parties acknowledge the current Nonconforming Use of the Property; and

WHEREAS, nonconforming uses are declared by the Town’s Zoning Ordinance to be incompatible with the permitted uses in a zoning district, and such uses eventually should come into full compliance with the Town’s Zoning Ordinance; and

WHEREAS, the Parties desire and have worked together to establish an agreed-upon time period for the end of the Nonconforming Use on the Property and the eventual relocation of the Operation from the Property to another location; and

WHEREAS, in exchange for the agreed-upon cessation of Operations and relocation, the Town will not institute the amortization processes and procedures authorized by the Town’s Zoning Ordinance; and

WHEREAS, the Parties desire to compromise, resolve, and settle the dispute regarding the Nonconforming Use on the Property and to establish an end date for the Nonconforming Use on the Property; and

WHEREAS, the Parties desire to enter into this Agreement to effectuate all of the foregoing.

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

1. Lattimore's Nonconforming Use and Agreement to Cease Operations on or before October 1, 2024. Lattimore hereby affirms and agrees that it will cease Operations on the Property on or before October 1, 2024. Lattimore shall remove all Operations equipment from the Property within 90 days of the date it ceases its operations

2. Town's Agreement Not to Institute Amortization Proceedings. In exchange for Lattimore's agreement to cease all Operations on the Property on or before October 1, 2024, the Town agrees that it will not institute, pursue or undertake any amortization processes or procedures against Lattimore, pursuant to the Town's Zoning Ordinance.

3. Covenant of Lattimore as Lessee. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed personal covenants of Lattimore, as lessee of the Property, and shall bind Lattimore and its successors and assigns and any assignees of Lattimore's leasehold interest.

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

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

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

If to the Town: The Town of Prosper

250 W. First Street
P.O. Box 307
Prosper, Texas 75078
Attention: Town Manager

If to Lattimore: Lattimore Materials Corp.
15900 Dooley Road
Addison, Texas 75001
Attention: Mark Miller, Director of Land and Environment

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

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

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

10. **Reserved.**

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

12. **Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, may be filed in the deed records of Collin County, Texas by the Town at the Town's cost and expense.

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

14. Notification of Sale or Transfer; Assignment of Agreement. Lattimore shall notify the Town in writing of any assignment or transfer of all or any portion of Lattimore's leasehold interest in the Property within ten (10) business days of such assignment or transfer. Any new lessee or transferee shall be bound by the terms of this Agreement.

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

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

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

18. Counterparts. This Agreement may be executed in multiple originals, all of which such multiple originals together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the Parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

19. Time. Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

20. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

21. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully

executed and recorded, shall be provided to each Party; however, the failure to provide such copies shall not affect the validity of any amendment.

22. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____

Name: Harlan Jefferson

Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2020, by Harlan Jefferson, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My Commission Expires: _____

LATTIMORE:

LATTIMORE MATERIALS CORP.

By: [Signature]
Name: Richard Pucci
Title: Regional General Manager

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 30th day of November, 2020, by Richard Pucci in his capacity as an authorized representative of Lattimore Materials Corp., known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Lattimore Materials Corp.

Notary Public, State of Texas
My Commission Expires: 2/11/23

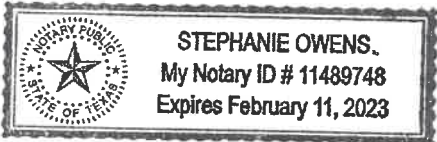


EXHIBIT A
(Property Description)

Approximately 9.516 acres in Tract 30, Sheet 4 of Abstract 0147, Collin County Land #12 Survey



DEVELOPMENT SERVICES

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager
Rebecca Zook, P.E., Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – December 8, 2020

Agenda Item:

Consider and act to authorize the Town Manager to execute an Amortization and Settlement Agreement between Argos USA, LLC and the Town of Prosper, Texas, related to the establishment of a compliance date of the Southern Star concrete batch plant at 770 Dallas Parkway.

Description of Agenda Item:

Upon the annexation of the property in 1999, the Argos concrete batch plant, dba Southern Star, became a nonconforming use as defined by the Zoning Ordinance. One of the Town Council's Major Initiatives is the establishment of a compliance date for the batch plants located on the west side of Dallas North Tollway (DNT), north of US 380. With completion of the southbound Dallas Parkway service road, the current extension of the DNT main lanes into Prosper, and the development of the Children's Health medical campus, the batch plants are no longer a compatible land use and are not supported by the Future Land Use Plan.

In lieu of the Town initiating the amortization process through the Board of Adjustment, which can be a time-consuming and costly process, Argos agreed to an October 1, 2024 compliance date to cease operations as outlined in the attached Amortization and Settlement Agreement.

Legal Obligations and Review:

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., prepared the agreement.

Attached Documents:

1. Location Map
2. Amortization and Settlement Agreement

Town Staff Recommendation:

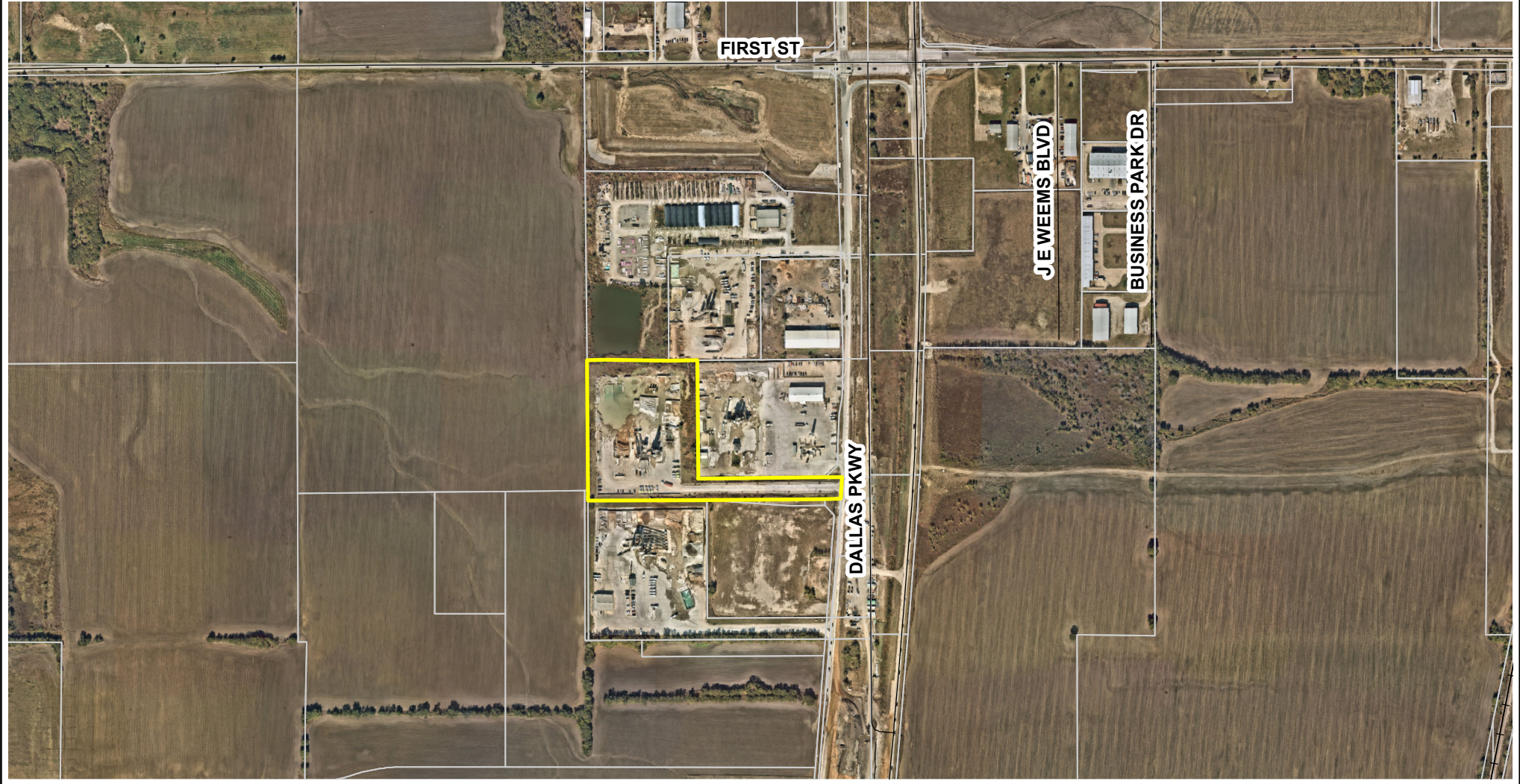
Staff recommends the Town Council authorize the Town Manager to execute an Amortization and Settlement Agreement between Argos USA, LLC and the Town of Prosper, Texas, related to the establishment of a compliance date of the Southern Star concrete batch plant at 770 Dallas

Parkway.

Proposed Motion:

I move to authorize the Town Manager to execute an Amortization and Settlement Agreement between Argos USA, LLC and the Town of Prosper, Texas, related to the establishment of a compliance date of the Southern Star concrete batch plant at 770 Dallas Parkway.

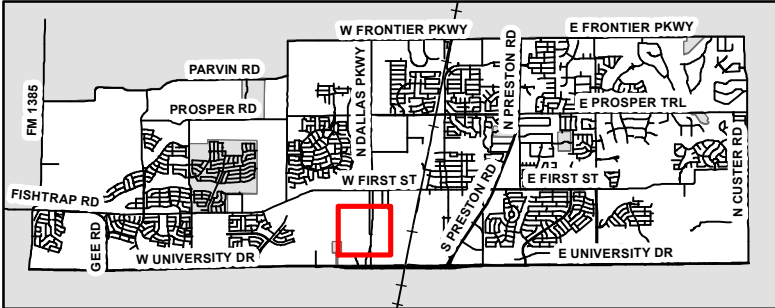
Argos (Southern Star) Amortization and Settlement Agreement



This map is for illustration purposes only.



0 375 750 Feet



AMORTIZATION AND SETTLEMENT AGREEMENT

THIS AMORTIZATION AND SETTLEMENT AGREEMENT (“Agreement”) is made and entered into as of the last date set forth after the signature lines hereto (“Effective Date”) by and between the Town of Prosper, Texas (“Town”), and Argos USA, LLC, legally authorized to do business in Texas (“Argos”) (Town and Argos hereinafter may be referred to as “Party” or collectively as the “Parties”), for and in consideration of the mutual promises and covenants contained herein.

WHEREAS, Argos operates a concrete batch facility (“Operation”) located at 770 Dallas Parkway, Prosper, Texas 75078 (the “Property,” a legal description of which is attached to this Agreement as Exhibit A, and is incorporated by reference), which Operation involves generally the use of equipment, including but not limited to, mixers, cement batchers, aggregate batchers, conveyors, radial stackers, aggregate bins, cement bins, heaters, chillers, cement silos, batch plant controls, and dust collectors, and other equipment necessary for the production of concrete, together with all related appurtenances thereto (collectively, “Equipment”), as well as an on-site modular office; and

WHEREAS, since April 13, 1999, the date of its annexation into the Town, the Operation on the Property does not comply with the Town’s Zoning Ordinance and is therefore a “Nonconforming Use,” as that term is defined in Section 2, “Definitions,” of Chapter 3, “Use of Land and Buildings,” of the Town’s Zoning Ordinance, and the amortization of which is authorized, as provided for in Section 7.11, “Amortization of Nonconforming Uses and Structures,” of Section 7, “Nonconforming Uses and Structures,” of Chapter 1, “General Provisions, Administration, and Procedures,” of the Town’s Zoning Ordinance; and

WHEREAS, nonconforming uses are declared by the Town’s Zoning Ordinance to be incompatible with the permitted uses in a zoning district, and pursuant to said declaration, such uses eventually should come into full compliance with the Town’s Zoning Ordinance; and

WHEREAS, the Parties desire and have worked together to establish an agreed-upon time period for a Compliance Date (as defined in Section 1 hereof) for the Nonconforming Use on the Property and the eventual relocation of the Operation from the Property to another location; and

WHEREAS, in exchange for the agreed-upon Compliance Date and relocation, the Town will not institute the amortization processes and procedures authorized by the Town’s Zoning Ordinance; and

WHEREAS, the Parties desire to compromise, resolve, and settle the dispute regarding the Nonconforming Use on the Property and to establish a Compliance Date for the Nonconforming Use on the Property; and

WHEREAS, the Parties desire to enter into this Agreement to effectuate all of the foregoing.

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

1. Argos's Nonconforming Use and Agreement to Cease Operations on or before October 1, 2024. Argos hereby admits and affirms that (i) its Operation on the Property is a nonconforming use of property in conflict with the Town's Zoning Ordinance; (ii) it already has recouped at least one hundred percent (100%) of its investment in the Operation on the Property; and (iii) it will cease its Operation on the Property on or before October 1, 2024 (the Compliance Date").

2. Town's Agreement Not to Institute Amortization Proceedings. In exchange for Argos's agreement to cease Operation on the Property on or before the Compliance Date, Town agrees that it will not institute, pursue or undertake any amortization processes or procedures against Argos, pursuant to the Town's Zoning Ordinance and that the Operation shall retain its nonconforming use rights until the expiration of the Compliance Date.

3. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of Argos and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

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

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

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

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

If to Argos: Argos USA, LLC
3015 Windward Plaza, Suite 300
Alpharetta, GA 30005
Attention: General Counsel

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

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

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

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

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

of the Town.

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

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

14. **Binding Effect on New Owner or Transferee.** Any new owner or transferee shall be bound by the terms of this Agreement.

15. **Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement; provided, however, upon a breach of this Agreement by the Town, the Town expressly waives its sovereign immunity from suit for any cause of action for breach of this Agreement.

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

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

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

19. **Time.** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

20. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

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

22. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

23. **No Admission of Liability.** By entering into this Agreement, the Parties do not admit any liability, and the Parties explicitly and expressly deny any and all liability whatsoever from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature arising out of this matter.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Harlan Jefferson
Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2020, by Harlan Jefferson, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My Commission Expires: _____

ARGOS:

ARGOS USA, LLC

By: Richard Edwards
Name: Richard Edwards
Title: Vice President

STATE OF Georgia)
)
COUNTY OF Fulton)

This instrument was acknowledged before me on the 19th day of November, 2020, by Richard Edwards, in his capacity as Vice President, for Argos USA, LLC, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Argos.



Notary Public, State of ~~Texas~~ Georgia
My Commission Expires: November 4, 2022

EXHIBIT A
(Property Description)

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, in the City of Prosper, Collin County, Texas and being all of the called 9.50 acre tract of land described in deed to Pioneer Concrete of Texas, Inc., recorded in Collin County Clerk's File No. 97-0097032 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail set in asphalt in the center of County Road No. 27 (80 foot right-of-way), being the southeast corner of said 9.50 acre tract;

THENCE leaving the center of said County Road No. 27 and with the south line of said 9.50 acre tract and the north line of a tract of land described in deed to AFO Land Company, LLC., recorded in Volume 4599, Page 2164 of the Land Records of Collin County, Texas, and with the north line of a tract of land described in deed to Lattimore Materials Company, recorded in Collin County Clerk's File No. 97-0017537 of the Land Records of Collin County, Texas, North 89°28'40" West, at a distance of 40.00 feet passing a 1/2" iron rod found in the west right-of-way line of said County Road No. 27, and continuing a total distance of 1312.41 feet to a 1/2" iron rod found in the east line of a tract of land described in deed to M.A.H.G. Partnership, recorded in Collin County Clerk's File No.'s 92-0036959 and 92-0042827 of the Land Records of Collin County, Texas, and being the northwest corner of said Lattimore Tract and the southwest corner of said 9.50 acre tract;

THENCE with the east line of said M.A.H.G. Partnership tract and the west line of said 9.50 acre tract; North 00°33'39" East, a distance of 651.75 feet to a 1/2" iron rod found at the southwest corner of a tract of land described in deed to McGinnis Farms, Inc., DBA John Deere Landscapes, recorded in Volume 4919, Page 1793 of the Land Records of Collin County, Texas, and being the northwest corner of said 9.50 acre tract;

THENCE with the north line of said 9.50 acre tract and the south line of said McGinnis Farms tract and the south line of a called 5.00 acre tract of land described in deed to Paul Anderton, recorded in Volume 4832, Page 2326 and Volume 4865, Page 3342 of the Land Records of Collin County, Texas, South 89°27'00" East, a distance of 512.41 feet to a 1/2" iron rod found at the northwest corner of a called 10.15 acre tract of land described in deed to South Loop Development Corporation, recorded in Volume 4186, Page 2346 of the Land Records of Collin County, Texas, and being the northeast corner of said 9.50 acre tract;

THENCE with the west line of said 10.15 acre tract and an east line of said 9.50 acre tract, South 00°33'39" West, a distance of 551.50 feet to a 1/2" iron rod found at the southwest corner of said 10.15 acre tract, and being an interior ell corner of said 9.50 acre tract;

THENCE with the south line of said 10.15 acre tract and a north line of said 9.50 acre tract, South 89°28'40" East, at a distance of 760.47 feet passing a 1/2" iron rod found in the west right-of-way line of said County Road No. 27, and continuing a total distance of 800.47 feet to a PK Nail set in asphalt in the center of said road;

THENCE with the center of said County Road No. 27, South 00°49'48" West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 9.502 acres of land.

Bearing system based upon monuments found along the south line of the called 9.50 acre tract of land described in deed to Pioneer Concrete of Texas, Inc., recorded in Collin County Clerk's File No. 97-0097032 of the Land Records of Collin County, Texas.



ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – December 8, 2020

Agenda Item:

Consider and act upon approving a resolution supporting Collin County's contract award for the construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289), and reaffirming the Town's cost participation in the project per the terms of the 2018 Interlocal Agreement.

Description of Agenda Item:

At the May 8, 2018, Town Council meeting, the Town Council approved an Interlocal Agreement between the City of Celina, Collin County, and the Town of Prosper, outlining the cost participation obligations for the design and construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289).

On October 22, 2020, Collin County received five (5) Competitive Sealed Proposals (CSP) for the construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289). Although the estimated construction cost was significantly over the \$1.5M threshold the Town of Prosper is limited to on utilizing the CSP Construction alternative procurement method, Counties do not have that legal restriction. Therefore, Collin County was able to use the Competitive Sealed Proposal Construction alternative procurement method to allow them to award the project to the contractor that offers the best value proposal based on the following criteria:

- Qualifications and Experience (40%)
 - Outline contractor and subcontractor experience with similar projects.
 - Outline qualifications of key personnel assigned to this project.
 - Provide references.
- Project Timeline (10%)
- Cost Proposal (50%)

The verified cost proposal ranged between \$21,917,967.50 to \$32,766,170.58, and the proposed final completion times ranged from 633 calendar days to 960 calendar days. The Engineer's estimate was \$23,760,000, and 960 calendar days. Mario Sinacola & Sons Excavating, Inc., was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of \$21,917,957.50, and project timeline of 693 calendar days.

Budget Impact:

Per the terms of the 2018 Interlocal Agreement, the Town shall be responsible for a payment to Collin County of \$3,650,000 plus one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000. The project is actually being built with a six-lane bridge and the City of Celina is providing the additional funding associated with cost for the design and construction of the other two lanes. Total project cost includes design, right-of-way acquisition, construction, wetland mitigation, materials testing and bridge inspection. In addition, the Town will be responsible for the costs of additional features to the project that will be solely for the benefit of the Town.

In late 2018, the Town submitted the initial \$3,650,000 payment to Collin County. The current total project cost for a four-lane bridge alternate is \$29,033,365, which equates to the Town's additional participating being one-third of the difference between \$29,033,365 and \$16,000,000, or \$4,344,455. The costs for the additional features: sidewalk with pedestrian railings on the south side east and west of the bridge, standard stamped and stained concrete behind the curb leading up to the bridge, stone veneer on bridge rail, and PVC sleeves for future median lighting and irrigation added \$861,021.40 to the Town's obligation. This results in a payment of \$5,205,476 due to Collin County by December 31, 2020. The FY2020-2021 Capital Improvement Program includes \$5,750,000 in Account No. 750-6610-10-00-1307-ST. At the close out of the project, when final costs are determined, an adjustment will be made to the amount paid by the Town. If the total project cost is less than the payment amount, the Town will receive a refund from Collin County. If the total project cost is more than the payment amount, the Town will submit payment to Collin County within 90 days.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution

Town Staff Recommendation:

Town staff recommends that the Town Council approve a resolution supporting Collin County's contract award for the construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289), and reaffirming the Town's cost participation in the project per the terms of the 2018 Interlocal Agreement.

Proposed Motion:

I move to authorize the Town Manager to approve a resolution supporting Collin County's contract award for the construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289), and reaffirm the Town's cost participation in the project per the terms of the 2018 Interlocal Agreement.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2020-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, SUPPORTING COLLIN COUNTY'S CONTRACT AWARD FOR THE CONSTRUCTION OF FRONTIER PARKWAY FROM THE DALLAS NORTH TOLLWAY TO PRESTON ROAD (SH 289); AND REAFFIRMING THE TOWN'S COST PARTICIPATION IN THE PROJECT PER THE TERMS OF THE 2018 INTERLOCAL AGREEMENT; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County of Collin, Texas (the "County"), the Town of Prosper, Texas ("Prosper") and the City of Celina, Texas ("Celina"), entered into an Interlocal Agreement in 2018 concerning the design and construction of improvements to Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) (the "Project") in the Town of Prosper and the City of Celina, Collin County, Texas, attached hereto as Exhibit "A"; and

WHEREAS, the County, Prosper and Celina previously determined that the improvements related to the Project would be designed and constructed most economically through Collin County's administering the Project; and

WHEREAS, the County, Prosper and Celina previously committed to provide the funding participation necessary for the Project; and

WHEREAS, the design of the Project is complete and Collin County has received bids for the Project; and

WHEREAS, the County, Prosper and Celina have agreed to the selection of Mario Sinacola & Sons Excavating, Inc., as the contractor that ranked the highest after consideration of Costs, Time, and Qualifications; and

WHEREAS, the Town supports the County's proposed contract award to Mario Sinacola & Sons Excavating, Inc.; and

WHEREAS, the Town reaffirms its commitment to provide the funding participation to the Project per the terms of the 2018 Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth herein.

SECTION 2

The Town Council of the Town of Prosper, Texas, supports Collin County's contract award for the construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) to Mario Sinacola & Sons Excavating, Inc.

SECTION 3

The Town Council hereby reaffirms its cost participation in the Project per the terms of the 2018 Interlocal Agreement.

SECTION 4

Any and all resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Resolution are hereby repealed and rescinded to the extent of any conflict herewith.

SECTION 5

This Resolution shall be effective from and after its passage by the Town Council.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 8TH DAY OF DECEMBER, 2020.

Ray Smith, Mayor

ATTEST:

Melissa Lee, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

**INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY, THE TOWN OF PROSPER AND THE CITY OF CELINA
CONCERNING THE DESIGN AND CONSTRUCTION OF
FRONTIER PARKWAY FROM THE DALLAS NORTH TOLLWAY TO PRESTON ROAD (SH 289)**

WHEREAS, the County of Collin, Texas (the “County”), the Town of Prosper, Texas (“Prosper”) and the City of Celina, Texas (“Celina”), (Prosper and Celina herein sometimes collectively referred to as “The Municipalities”), desire to enter into this agreement concerning the design and construction of improvements to Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) (the “Project”) in the Town of Prosper and the City of Celina, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the County, Prosper and Celina have determined that the improvements related to the Project may be designed and constructed most economically by implementing this Interlocal Agreement (ILA) for Collin County to administer the Project; and

WHEREAS, this ILA shall provide the terms and conditions of the funding participation of the three parties; and

WHEREAS, the parties hereto have investigated and determined that is in the best interest of each of their respective jurisdictions to enter into this ILA.

NOW, THEREFORE, this ILA is made and entered into by and between the County, Prosper, and Celina upon and for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged:

WITNESSETH:

ARTICLE I.

The Project shall consist of widening Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) from 2 lanes to 4 lanes. More specifically, the roadway will be 4 lanes with a median that allows for future expansion to 6 lanes. The project includes a bridge over the Burlington Northern Santa Fe Railroad that will be approximately 555 feet long that will be wide enough for the full 6 lanes with 8-foot sidewalks on both sides. The drainage will generally be curb inlets, storm sewer and culverts; however, there will be a large drainage channel on the south side of the roadway between Frontier Park and the Dallas North Tollway. The Project will be administered by Collin County.

ARTICLE II.

Collin County estimated the total project cost to be \$21,750,000 in March, 2017. An additional amount of \$805,000 is added to this estimate to allow for escalation of construction prices until the end of 2018, for a total estimated 2018 project cost of \$22,555,000. The County, Prosper and Celina shall share the costs as follows:

- Prosper shall be responsible for a payment to Collin County of \$3,650,000 plus one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000.
- Collin County allocated \$3,973,868 to Celina for this project. An initial transfer was made to Celina in the amount of \$477,404. Celina shall be responsible for a re-payment to Collin County of the portion of this initial transfer which has not been already paid toward the project.
- Celina shall be responsible for a payment to Collin County of \$4,350,000 in Regional Toll Revenue (RTR) funds which were allocated to this project for the benefit of both municipalities but for which Celina executed the contract with Texas Department of Transportation (TxDOT) for these funds.
- Celina shall be responsible for a payment to Collin County of one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000, except that Celina will also be responsible for payment of the cost to design a six-lane bridge in addition to a four-lane bridge as well as the full amount of the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and alternate bid.

- \$4,000,000 in additional RTR funds have been made available to the project. Collin County will be responsible for acquiring those funds for use on the project.
- The County shall also be responsible to provide one-third of the difference between the actual total project cost for the four-lane bridge alternate and \$16,000,000.

There may be additional features to the Project that will be solely for the benefit of Prosper and Celina, such as a traffic signal warrant study at the high school, street lighting, median irrigation and sidewalks. The scope of these features have not yet been defined. At such time as Prosper and Celina define the scope of these feature, they will be incorporated into the design and an amendment to this agreement will be required. While those features will be incorporated into the design and construction of the Project, the cost of those features will be shared by Prosper and Celina according to the proportional value to each municipality. Prosper and Celina will be responsible to pay Collin County the amounts determined to be owed by each party for the design and construction of these features.

ARTICLE III.

TIMING.

1. Celina shall remit \$4,350,000 (the RTR funds) to Collin County within 90 days of the execution of this agreement.
2. Prosper shall remit \$3,650,000 to Collin County within 90 days of the execution of this agreement.
3. Celina shall remit within 90 days of the execution of this agreement the amount of Collin County bond funds that have been transferred to Celina but which have not been expended on this Project.
4. Celina shall remit within six months of the execution of this agreement the amount to design a six-lane bridge in addition to a four-lane bridge as agreed to by Celina and Collin County in a separate document based on a design proposal from the design engineer.
5. After the determination of the final probable cost of construction by the design engineer, all three entities will have the opportunity to review the estimated total project cost. If the estimated total project cost exceeds \$22,555,000 plus the amount agreed to for optional additional features referred to in Article II by more than ten percent, then each entity will have the right to terminate its further participation in the project within 60 days of notification of the final probable cost of construction. If one party terminates its participation, the other two entities have the right to terminate participation as well, or contribute equally to fund the difference. If Celina terminates its further participation, the RTR funds from Celina and the Celina County bond funds will remain in the project fund for contribution towards the construction of the project by the other two entities. If Prosper terminates its further participation, the \$3,650,000 from Prosper to remain in the project fund for contribution towards the construction of the project by the other two entities. If the overpass is removed from the scope of the project, then Prosper is entitled to reimbursement of the \$3,650,000.
6. If the estimated total project cost does not exceed the amount defined in Paragraph 5 of this article the project will be scheduled to be advertised for bidding within 120 days of notification of the final probable cost of construction to all three parties.
7. If the lowest responsible bid exceeds an amount that causes the total project cost to exceed the amount defined in Paragraph 5 of this article by more than ten percent, then each entity will have the right to terminate its further participation in the project within 30 days of the opening of the bid. If one party terminates its participation, the other two entities have the right to terminate participation as well, or contribute equally to fund the difference. If Celina terminates its further participation, the RTR funds from Celina and the Celina County bond funds will remain in the project fund for contribution towards the construction of the project by the other two entities. If Prosper terminates its further participation, the \$3,650,000 from Prosper to remain in the project fund for contribution towards the construction of the project by the other two entities. Only the further participation amount will be refunded to the terminating entity.
8. Prosper and Celina shall each remit to Collin County one-third of the difference between the actual alternate bid for the project with a four-lane bridge and \$16,000,000 within 45 days of the opening of the bid, except that Celina may also remit the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and the alternate bid within 45 days of the opening of the bid.
9. At project “close-out”, when the final construction amount is determined, an adjustment will be made to the amounts paid by Prosper and Celina. If the actual total project cost is less than the estimated amount as defined in Paragraph 5 of this article plus any amount the bid was over the final probable cost of construction, Collin County will refund one-third of the difference each to Prosper and Celina within 90 days. If the actual total project cost is more than the estimated amount plus the any amount the bid was over the final probable cost of construction, Prosper and Celina will each remit one-third of the difference to Collin County within 90 days.

10. If the Project is terminated per the provisions in Paragraphs 5 and 7 above, \$3,650,000 will be refunded to Prosper and \$8,350,000 in RTR funds will be refunded to TxDOT.

ARTICLE IV.

Celina is currently under contract with the Texas Department of Transportation (TxDOT) for use of the \$4,350,000 in RTR funds. It is the intent of the County that Celina remain under contract to TxDOT and comply with all provisions of that agreement, while transferring the RTR funds to the County according to this agreement.

ARTICE V.

Collin County will enter into a contract with TxDOT for the use of the \$4,000,000 and will fully comply with that agreement.

ARTICLE VI.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS ILA, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS ILA.

ARTICLE VII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this ILA. The parties agree that this ILA is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VIII.

SEVERABILITY. The provisions of this ILA are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this ILA is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the ILA shall be enforced as if the invalid provision had never been included.

ARTICLEIX.

ENTIRE AGREEMENT. This ILA embodies the entire agreement between the parties and may only be modified in a writing executed by all parties.

ARTICLE X.

SUCCESSORS AND ASSIGNS. This ILA shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. None of the parties will assign or transfer an interest in this ILA without the written consent of the other parties.

ARTICLE XI.

IMMUNITY. It is expressly understood and agreed that, in the execution of this ILA, none of the parties waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against

claims arising in the exercise of governmental powers and functions. By entering into this ILA, the parties do not create any obligations, express or implied, other than those set forth herein, and this ILA shall not create any rights in parties not signatories hereto.

ARTICLE XII.

TERM. This ILA shall be effective upon execution by all parties and shall continue in effect annually until final written acceptance of the Project by all three parties. This ILA shall automatically renew annually during this period.

APPROVED AS TO FORM:

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

COUNTY OF COLLIN, TEXAS

By: [Signature]
Name: Keith Self
Title: County Judge
Date: 6/11/18

Executed on this the 11th day of June,
2018 by the County of Collin,
pursuant to Commissioners' Court
Order No. 2018-445-06-11.

ATTEST:

By: [Signature]
Name: Robyn Battle
Title: Town Secretary
Date: 6/20/2018



TOWN OF PROSPER, TEXAS

By: [Signature]
Name: Harlan Jefferson
Title: Town Manager
Date: 6/20/2018

Executed on behalf of the Town of
Prosper pursuant to Town Council
Resolution No. _____

APPROVED AS TO FORM:

By: [Signature]
Name: Terrence S Welch
Title: Town Attorney
Date: 6/20/2018

ATTEST:

By: [Signature]
Name: Vicki Faulkner
Title: City Secretary
Date: 06/28/2018

CITY OF CELINA, TEXAS

By: [Signature]
Name: Jason Laumer
Title: City Manager
Date: 6/27/18

Executed on behalf of the City of
Celina pursuant to City Council
Resolution No. Council action May 8, 2018

APPROVED AS TO FORM:

By: [Signature]
Name: _____
Title: City Attorney
Date: 7/1/18



ENGINEERING SERVICES

To: Mayor and Town Council

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

**Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services**

Re: Town Council Meeting – December 8, 2020

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between Collin County, the Town of Prosper, and the City of Celina related to construction inspection services of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289).

Description of Agenda Item:

At the May 8, 2018, Town Council meeting, the Town Council approved an Interlocal Agreement between the City of Celina, Collin County, and the Town of Prosper, outlining the cost participation obligations for the design and construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289). Since both the City of Celina and the Town of Prosper provide construction inspection services for their projects, the approved Interlocal Agreement did not include additional costs for construction inspections services. Instead, the City of Celina and the Town of Prosper agreed to work jointly on providing the necessary construction inspection services for the project. Collin County will manage the material testing and specialized bridge inspection under separate contracts. The cost for those services were included in the approved Interlocal Agreement.

The purpose of the Interlocal Agreement is to outline the obligations of the City of Celina, Collin County, and the Town of Prosper, related to construction inspection services for the Frontier Parkway (DNT – Preston Road) project. The project is currently expected to begin in early 2021 and take nearly two (2) years to complete.

Budget Impact:

There is no additional cost required for funding the construction inspection services.

Legal Obligations and Review:

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

Attached Documents:

1. Interlocal Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute an Interlocal Agreement between Collin County, the Town of Prosper, and the City of Celina related to construction inspection services of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289).

Proposed Motion:

I move to authorize the Town Manager to execute an Interlocal Agreement between Collin County, the Town of Prosper, and the City of Celina related to construction inspection services of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289).

**INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY, THE TOWN OF PROSPER AND THE CITY OF CELINA
RELATED TO CONSTRUCTION INSPECTION SERVICES OF
FRONTIER PARKWAY FROM THE DALLAS NORTH TOLLWAY TO PRESTON ROAD (SH 289)**

THIS AGREEMENT (“Agreement”) is made and entered into by and among **COLLIN COUNTY, TEXAS**, a political subdivision of the State of Texas, hereinafter referred to as ("Collin County"); the **TOWN OF PROSPER, TEXAS**, a home-rule municipal corporation, hereinafter referred to as ("Prosper"); and the **CITY OF CELINA, TEXAS**, a home-rule municipal corporation, hereinafter referred to as ("Celina"). Collin County, Prosper and Celina may from time to time herein be referred to collectively as "Parties" and individually as a "Party".

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

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

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, the Act for the performance of governmental functions and services; specifically, the service of providing construction inspection of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) hereinafter referred to as ("Project"); and

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

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

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

**I.
TERM; TERMINATION**

This Agreement is effective upon the execution and delivery by all parties, and shall continue in effect until such time as the Project is complete, unless any party gives written notice to the other parties to the contrary not less than ninety (90) days prior to the expiration of the then-current term. Notwithstanding the foregoing, however, this Agreement may be terminated by any party, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, by giving the other parties at least ninety days' prior written notice of the termination date, in which event this Agreement shall terminate as to all parties as of such termination date.

**II.
ROLES AND RESPONSIBILITIES OF THE PARTIES**

The City of Celina and the Town of Prosper will share primary responsibilities for the construction inspection for the duration of the Project. The duties and responsibilities of the construction inspection have been outlined in Exhibit "A".

For the duration of the Project, all parties agree to the following:

1. Collin County, Prosper and Celina shall each designate a program liaison who will manage program details and coordinate with the respective designated liaisons during the construction inspection services process. Staff representatives shall be as follows:
 Celina Representative: Alan Anderson, Construction Manager
 Town of Prosper Representative: Carlos Quiroz, Construction Superintendent
 Collin County Representative:
2. Material testing will be provided under a separate contract which will be managed by Collin County. Reports will be sent to all representatives identified in the pre-construction meeting.
3. Bridge inspection will be provided under a separate contract which will be managed by Collin County.
4. Pre-construction meeting will be managed by the City of Celina and Town of Prosper Representatives.
5. Monthly Progress Meetings will be managed by the City of Celina and Town of Prosper Representatives.
6. Celina and Prosper agree to fund the construction inspection services from existing funds. No compensation exchange will occur with the construction inspection services.
7. The scope of services for the purpose of construction inspection have been identified in Exhibit "A"

**III.
RELEASE AND HOLD HARMLESS**

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

THIS INDEMNIFICATION CLAUSE IS VALID ONLY TO THE EXTENT PERMITTED B'Y THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, PARTICULARLY SECTION 7 OF ARTICLE XI OF THE TEXAS CONSTITUTION, AND WITH THE MUTUAL UNDERSTANDING THAT THE PARTIES ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND THAT THIS EXECUTORY INDEMNITY OBLIGATION CANNOT BE PAID FROM CURRENT REVENUES AND THAT NO TAX NOR INTEREST AND SINKING FUND HAS BEEN SET, ADOPTED OR ESTABLISHED FOR THE PAYMENT OF THIS EXECUTORY INDEMNITY OBLIGATION.

**IV.
INDEPENDENT CONTRACTOR**

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

**V.
NOTICE**

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

Celina Representative:

City of Celina
Attn: Kimberly Brawner, P.E.
Executive Director of Public Services
142 N Ohio
Celina, TX 75009

Prosper Representative:

Town of Prosper
Attn: Hulon T. Webb, Jr., P.E.
Director of Engineering Services
250 W. First Street
Prosper, TX 75078

Collin County Representative:

Collin County
Attn: Clarence Daugherty, P.E.
Director of Engineering
4690 Community Avenue, Suite 200
McKinney, TX 75071

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

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

- Prosper has executed this Agreement pursuant to duly authorized action of the Prosper Town Council on _____.
- Celina has executed this Agreement pursuant to duly authorized action of the Celina City Council on _____.
- Collin County has executed this Agreement pursuant to duly authorized action of the Collin County Commissioners on _____.

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

**VIII.
SEVERABILITY**

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

**IX.
VENUE**

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

**X.
INTERPRETATION OF AGREEMENT**

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

**XI.
EXPENSES FOR ENFORCEMENT**

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

**XII.
FORCE MAJEURE**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**XIII.
REMEDIES**

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

**XIV.
SUCCESSORS AND ASSIGNS**

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

**XV.
IMMUNITY**

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

**XVI.
MULTIPLE COUNTERPARTS**

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

**XVII.
ENTIRE AGREEMENT**

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

COLLIN COUNTY, TEXAS

Signed: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Hullett P.
City Attorney

TOWN OF PROSPER, TEXAS

Signed: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Brown & Hofmeister, L.L.P.

Town Attorney

CITY OF CELINA, TEXAS

Signed: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Hayes, Berry, and Van Zandt
City Attorney

Exhibit "A"

Project Description:

As part of the expansion for Frontier Parkway from Dallas North Tollway to Preston Road, the City of Celina and the Town of Prosper are proposing to provide the daily construction inspection services for the Project as outlined below.

Storm System Inspection:

The City of Celina and the Town of Prosper will conduct the field inspection for all stormwater infrastructure as detailed in the approved construction plans and specifications.

1. Pipe materials.
2. Pipe embedment.
3. Backfill and compaction.
4. Culverts and headwalls
5. Channel excavation and lining.
6. Manholes, inlets and junction boxes.
7. Outfall structures.
8. Oversee the material testing lab while conducting tests.
9. Inspect proper trench safety in being used and address issues with contractor.

SWPPP Inspection:

The City of Celina and the Town of Prosper will conduct the weekly field inspection for all SWPPP related items as detailed in the approved construction plans and specifications.

1. Inspection of temporary and permanent BMP's.
2. Document and coordinate necessary repairs in weekly report.
3. Address any SWPPP related violations with contractor and correct issues as needed.
4. Revegetation of disturbed areas with sod or seed for final erosion control.

Paving Inspection:

The City of Celina and the Town of Prosper will conduct the field inspection for all paving infrastructure as detailed in the approved construction plans and specifications.

1. Subgrade gradation, depth checks and densities.
2. Verify materials, lift depth and compaction requirements for:
 - a. Moisture treated subbase and flexible base subgrade.
 - b. Bridge embedment drains and embankment materials.
3. Steel inspection.
4. Concrete depth verification.
5. Oversee the material testing lab while conducting tests.
6. Driveway connection and coordinate with affected residents and businesses.

Grading Inspection:

The City of Celina and the Town of Prosper will conduct the field inspection for all associated grading as detailed in the approved construction plans and specifications.

1. Curb and sidewalk backfill.
2. Side slopes and cross slopes outside back of curb.
3. Proper median backfill.
4. Proper slope grading.
5. Ensure proper drainage to avoid ponding.
6. Restoration of disturbed areas.

Other Inspection:

The City of Celina and the Town of Prosper will conduct the following additional inspections.

1. Electrical, lighting and underground conduits (not included in Terracon's scope for bridge and retaining walls).
2. Signs and pavement markings.
3. Permanent railing and traffic barriers.
4. Coordinate with BNSF representatives for construction of temporary at-grade crossing, drainage improvements in BNSF ROW and removal of existing BNSF at-grade crossing.
5. Coordinate with Collin County and Project Engineer regarding field changes and change orders.

Contractor Coordination:

The City of Celina and the Town of Prosper will coordinate with the contractor on a day to day basis to help avoid change orders and time delay.

1. Identify possible conflicts and issues and communicate them to contractor.
2. Communicate testing failures.
3. Attend weekly/biweekly construction meetings.
4. Help coordinate traffic switched and lane closures with stake holders and traveling public.

Payment Verification:

The City of Celina and the Town of Prosper will conduct the field verification of the proposed contractor monthly invoices and discuss any discrepancies with contractor prior to submitting the invoice to the Project Engineer for review and Collin County for payment.

Reports Provided:

The City of Celina and the Town of Prosper will document and maintain daily work logs, photographs, SWPPP reports test result from material testing lab and provide them to Collin County and the Project Engineer on a monthly basis and to all stakeholders at the end of the project or as needed to resolve disputes with contractor.



DEVELOPMENT SERVICES

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager
Rebecca Zook, P.E., Executive Director of Development and
Infrastructure Services

Re: Town Council Meeting – December 8, 2020

Agenda Item:

Discussion on Credit Access Businesses.

Description of Agenda Item:

Credit Access Businesses, aka, Payday Loans, Vehicle Title Loans, are known to practice abusive and predatory lending practices, with interest rates of 400% being common. From a land use perspective, the businesses are a blighting influence on neighborhoods. Currently, these businesses are permitted by right in any non-residential zoning district in Prosper and would be treated in the same manner as a bank.

In recognition of limited state and federal regulations, 58 cities in Texas have enacted business and/or land use regulations regarding credit access businesses. Commonly found regulations include,

1. Registration
2. Separation between other credit access businesses
3. Minimum distance from primary thoroughfares and residential districts

Town Staff Recommendation:

Staff recommends the Town Council provide direction for staff to work with the Town Attorney to develop an ordinance regulating credit access businesses.