



*Prosper is a place where everyone matters.*

**Agenda**  
**Prosper Town Council Meeting**  
Council Chambers  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Tuesday, January 12, 2021  
**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 from the December 8, 2020, Town Council meeting. **(ML)**
2. Receive the November financial report. **(BP)**

3. Consider and act upon approving a contract between NewEdge Services, L.L.C., and the Town of Prosper, Texas, related to Cityworks and ESRI ArcGIS hosting services; and authorizing the Town Manager to execute same. **(LJ)**
4. Consider and act upon awarding CSP No. 2021-09-B to North Rock Construction, LLC, related to construction services for the Whitley Place Trail Powerline Easement (1926-PK); and authorizing the Town Manager to execute a construction agreement for same. **(DR)**
5. Consider and act upon an ordinance for a Specific Use Permit (SUP) for a Day Care Center (Prosper United Methodist Church), on 42.6± acres, located on the northwest corner of Coleman Street and Preston Road. The property is zoned Single Family-12.5 (SF-12.5). (S20-0001). **(AG)**
6. Consider and act to authorize the Town Manager to execute a Development Agreement between Prosper United Methodist Church (UMC) and the Town of Prosper, Texas, related to the Prosper UMC development. **(AG)**
7. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan. **(AG)**

### **CITIZEN COMMENTS**

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

8. Consider and act to authorize the Town Manager to execute a Development Agreement between Founders Classical Academy of Prosper and the Town of Prosper, Texas, related to the Founders Classic Academy Charter School development on the southwest corner of First Street and Custer Road. **(AG)**
9. Conduct a Public Hearing and consider and act upon an ordinance for an extension of a Specific Use Permit (SUP) for a Concrete Batching Plant on 5.0± acres, located on the west side of Dallas Parkway, south of First Street. The property is zoned Planned Development-19-Commercial Corridor (PD-19-CC) and Specific Use Permit-6 (S-6). (S20-0002). **(AG)**
10. Consider and act upon an ordinance amending Ordinance No. 2020-71 (FY 2020-2021 Annual Budget and Capital Improvement Program). **(BP)**

11. Consider and act upon a resolution expressing official intent to reimburse costs of Town capital improvement program projects that may be funded with proceeds of bonds or other obligations, if those costs are paid prior to the issuance of such bonds or obligations. **(BP)**

**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.**

12. 2021 Town Council Meeting Schedule **(RB)**
13. Discuss the Community Engagement Committee. **(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, January 8, 2021, 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, December 8, 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 Jason Dixon  
 Deputy Mayor Pro-Tem Craig Andres  
 Councilmember Marcus E. Ray  
 Councilmember Amy Bartley  
 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 Phil Sallee, Prestonwood Baptist Church, led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

**Announcements of recent and upcoming events.**

Councilmember Bartley read the announcements.

Prosper Parks and Recreation and CoServ are sponsoring a Light Up The Night Christmas light display contest. Residents are encouraged to decorate their homes and yards with Christmas lights for their neighbors to enjoy. Winners will earn bragging rights, a yard sign and a prize. Sign

up to enter on the Town website by December 13. Judging will take place on December 16 and 17, and winners will be announced via social media on December 18.

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](http://www.n3foodpantry.org)

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](http://www.cornerstonenct.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 December 22 Town Council Meeting has been canceled due to the Christmas holiday. The Town Council would like to wish everyone a very Merry Christmas!

#### **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 Ordinance No. 2020-90 amending Ordinance No. 19-65 (FY 2019-2020 Budget). (BP)**
5. **Consider and act upon Ordinance No. 2020-91 amending Ordinance No. 2020-71 (FY 2020-2021 Budget). (BP)**
6. **Consider and act upon Resolution No. 2020-92 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)

Mayor Pro-Tem Dixon made a motion and Councilmember Hodges seconded the motion to approve Items 1 thru 12 on the Consent agenda.

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

#### **CITIZEN COMMENTS**

Cary Carroll, 4271 Fisher Rd, commented on three Town of Prosper Citizen complaint forms that he had completed regarding lot-to-lot drainage issues and his lot. Mr. Carroll delivered the forms to Town Secretary Melissa Lee.

#### **REGULAR AGENDA:**

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

13. Consider and act upon approving Resolution No. 2020-93 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)

Mayor Smith opened Items 13 and 14 concurrently.

Hulon Webb, Engineering Services Director, provided an overview of the contract award for the construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289). 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.

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.

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 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.



The Town Council discussed the notification process to the residents of Prosper regarding detours and construction updates. Deputy Mayor Pro-Tem Andres requested any Broadband opportunities regarding this project be identified by staff.

Councilmember Miller made a motion and Deputy Mayor Pro-Tem Andres seconded the motion to approve Resolution No. 2020-93 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.

The motion passed by a vote of 7 – 0.

Engineering Services Director Webb continued with an overview of the Interlocal Agreement for construction inspection services of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289). 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.

Councilmember Miller made a motion and Councilmember Hodges seconded the motion to approve 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).

The motion passed by a vote of 7 – 0.

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

John Webb, Development Services Director, discussed Credit Access Businesses, aka, Payday Loans, Vehicle Title Loans, that 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

The Town Council discussed the proposed land use regulations, specifically the minimum suggested 1,000 ft. separation for credit access businesses and the minimum 500 ft. setback from the rights-of-way of Preston Road, Dallas Parkway and US 380. The Town Council suggested FM 423 as an additional thoroughfare to consider regarding the 500 ft. setback from thoroughfare right-of-way.

**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 6:31 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 9:27 p.m.

Councilmember Miller made a motion and Deputy Mayor Pro-Tem Andres seconded the motion to appoint the following:

- Board of Adjustment/Construction Board of Appeals- Place No. 2 (Alternate) Grant Mendeljian, Place No. 4 (Alternate) Cliff Freeman and Place No. 6 CJ Alexander
- Prosper Economic Development Corporation - Place No. 4 David Bristol
- Library Board - Place No. 2 Jennifer Lawler, Place No. 4 Mary Beth Randecker and Place No. 6 Catherine Kozul
- Parks and Recreation Board - Place No. 2 Gina Kern, Place No. 4 Matthew Cely and Place No. 6 Matt Furay
- Planning and Zoning Commission - Place No. 2 Mike Pettis, Place No. 4 Doug Charles and Place No. 6 Chris Long

The motion passed by a vote of 7 – 0.

Mayor Pro-Tem Dixon made a motion and Councilmember Hodges seconded the motion to appoint the following:

- Council Broadband Subcommittee - Greg Creek
- Community Engagement Committee - Damon Jackson, Sekou Harris, Trovette Tottress, Christine Strobush, Josh Carson, Grant Mendeljian, Brent Kirby, Kimberly Loveland, Doyle Clark, Rodolfo Sierra and Maona Ngwira

The motion passed by a vote of 7 – 0.

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

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

Robyn Battle, Executive Director of Community Services, discussed with the Town Council the four Town Council Subcommittees. Current members are as follows:

- Council Technology/VERF Subcommittee - Councilmember Meigs Miller and Deputy Mayor Pro-Tem Craig Andres
- Council Finance Subcommittee - Mayor Ray Smith, Mayor Pro-Tem Jason Dixon and Councilmember Marcus Ray
- Council Benefits Subcommittee - Mayor Pro-Tem Jason Dixon, Councilmember Jeff Hodges and Councilmember Amy Bartley
- Council Broadband Subcommittee - Deputy Mayor Pro-Tem Craig Andres, Councilmember Meigs Miller, Councilmember Marcus Ray, David Bristol of the Prosper EDC Board and Greg Creek (resident)

**Adjourn.**

The meeting was adjourned at 9:33 p.m. on Tuesday, December 8, 2020.

These minutes approved on the 12th day of January 2021.

**APPROVED:**

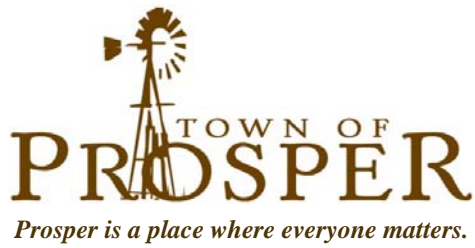
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**Ray Smith, Mayor**

**ATTEST:**

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**Melissa Lee, Town Secretary**



# MONTHLY FINANCIAL REPORT as of November 30, 2020 Budgetary Basis

Prepared by  
Finance Department

January 12, 2021

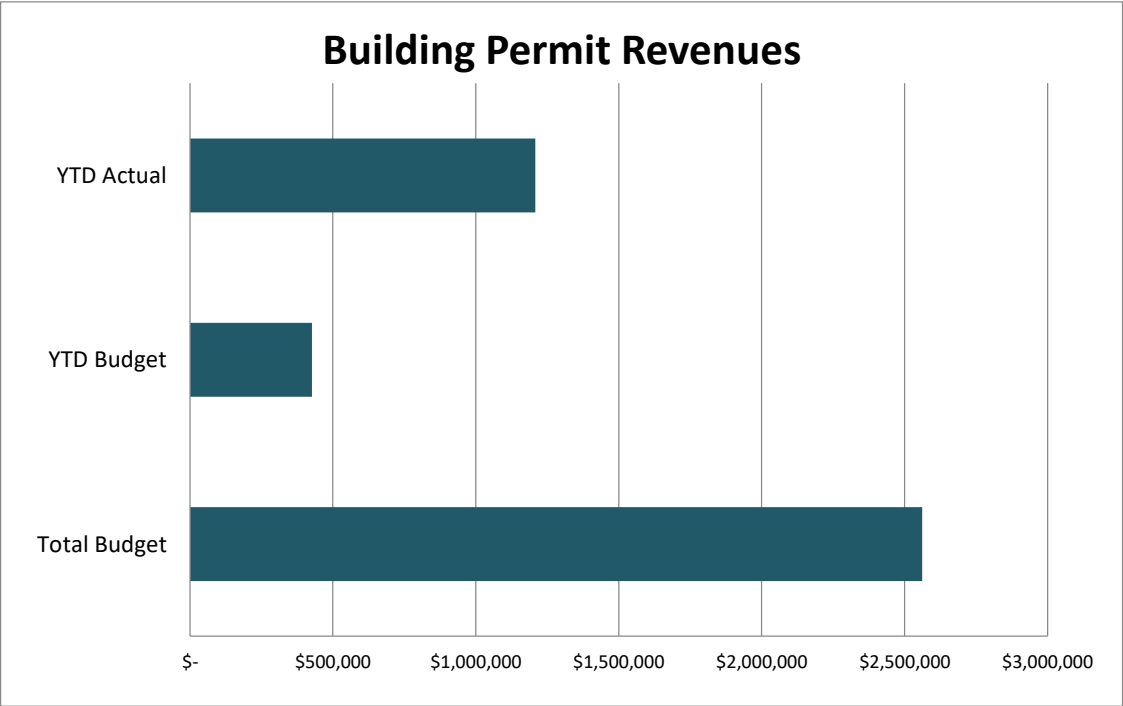
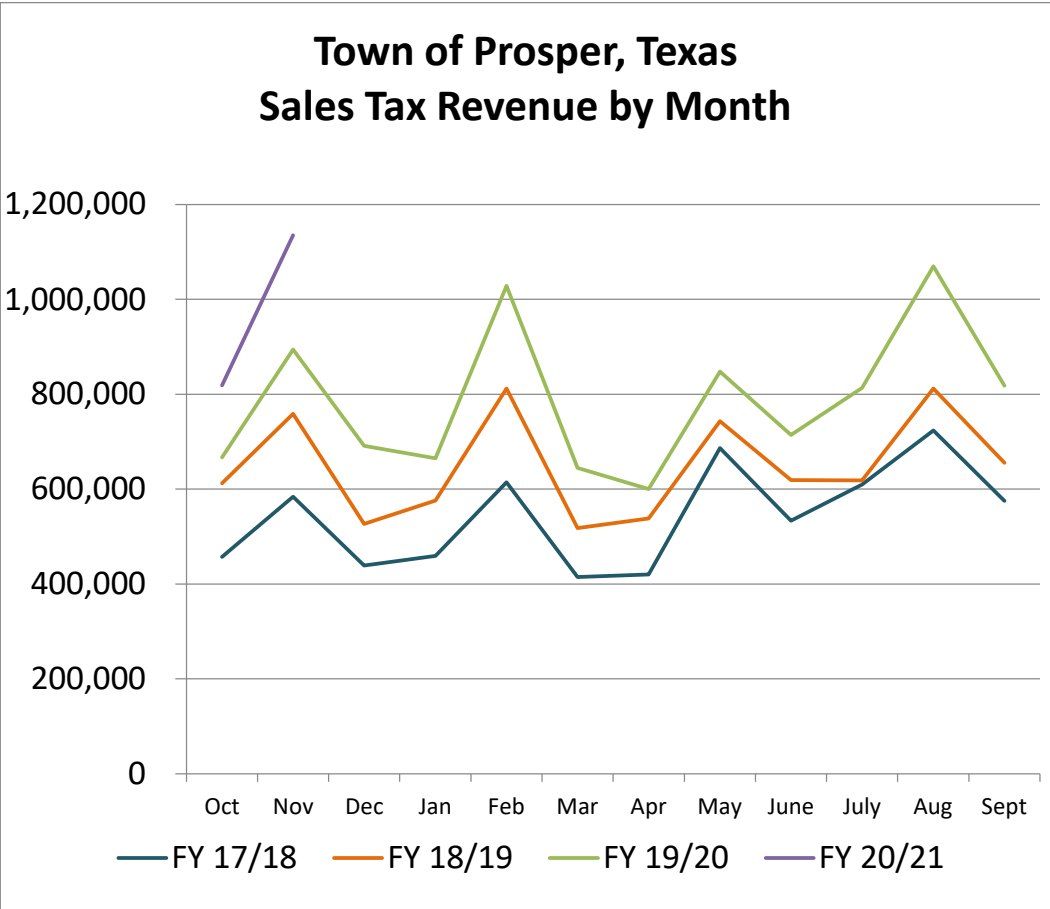
TOWN OF PROSPER, TEXAS

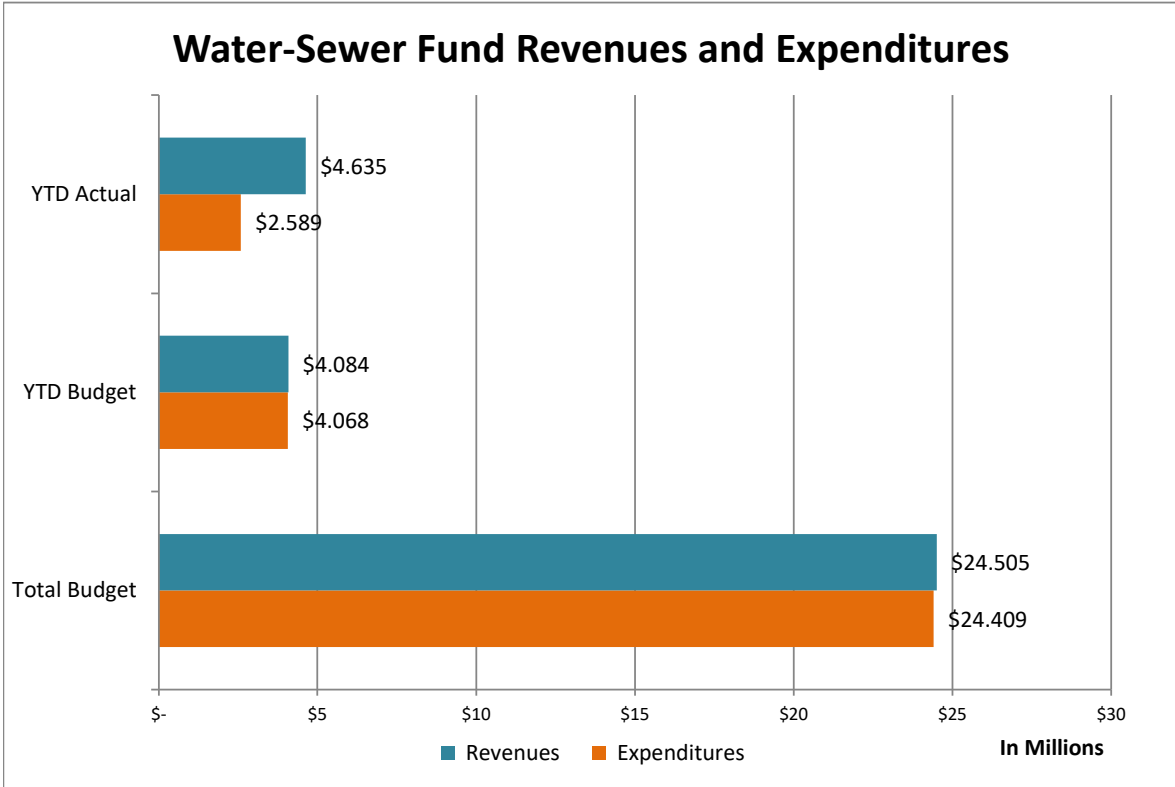
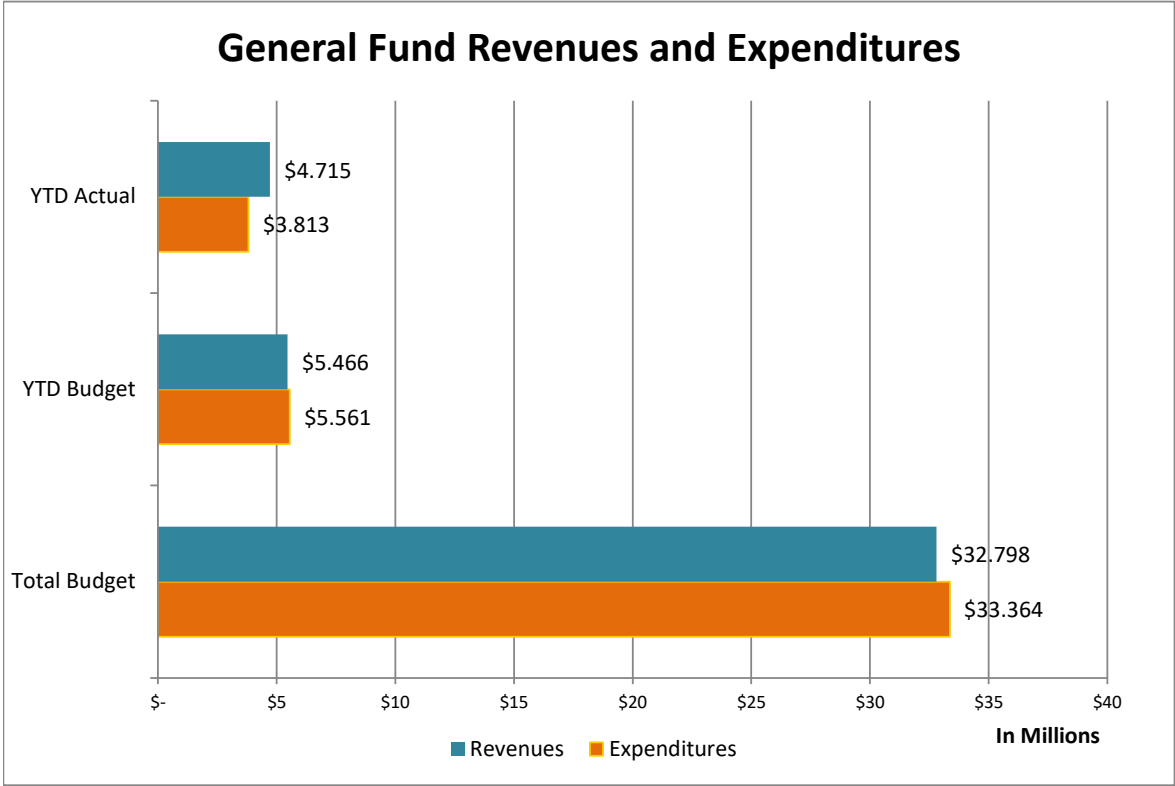
# MONTHLY FINANCIAL REPORT

## NOVEMBER 2020

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**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**November 30, 2020**  
**Expected Year to Date Percent 16.66%**

**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
<b>REVENUES</b>										
Property Taxes	\$ 18,236,167	\$ -	\$ 18,236,167	\$ 1,458,591	\$ -	\$ 16,777,576	8%	1	\$ 1,289,976	13%
Sales Taxes	5,733,141	-	5,733,141	1,217,194	-	4,515,947	21%		973,435	25%
Franchise Fees	1,792,875	-	1,792,875	73,791	-	1,719,084	4%	2	56,812	30%
Building Permits	2,561,400	-	2,561,400	1,207,924	-	1,353,476	47%		635,465	90%
Other Licenses, Fees & Permits	1,003,700	-	1,003,700	382,190	-	621,510	38%		198,610	92%
Charges for Services	842,425	-	842,425	64,377	-	778,048	8%		80,087	-20%
Fines & Warrants	400,000	-	400,000	37,152	-	362,848	9%		64,067	-42%
Intergovernmental Revenue (Grants)	414,672	100,000	514,672	-	-	514,672	0%	3	841	-100%
Investment Income	85,000	-	85,000	26,577	-	58,423	31%		30,637	-13%
Transfers In	1,071,820	-	1,071,820	178,637	-	893,183	17%		164,848	8%
Miscellaneous	345,200	-	345,200	29,755	-	315,445	9%		15,011	98%
Park Fees	212,000	-	212,000	39,278	-	172,722	19%		25,568	54%
<b>Total Revenues</b>	<b>\$ 32,698,400</b>	<b>\$ 100,000</b>	<b>\$ 32,798,400</b>	<b>\$ 4,715,467</b>	<b>\$ -</b>	<b>\$ 28,082,933</b>	<b>14%</b>		<b>\$ 3,535,356</b>	<b>33%</b>
<b>EXPENDITURES</b>										
Administration	\$ 5,598,394	\$ 527,000	\$ 6,125,394	\$ 611,029	\$ 345,369	\$ 5,168,996	16%		\$ 903,023	-32%
Police	5,997,484	100,000	6,097,484	784,770	17,109	5,295,605	13%		645,210	22%
Fire/EMS	7,713,465	146,493	7,859,958	1,093,750	95,157	6,671,052	15%		1,001,828	9%
Public Works	3,272,379	-	3,272,379	169,896	401,874	2,700,609	17%	4	1,461,441	-88%
Community Services	4,605,459	-	4,605,459	565,288	206,412	3,833,760	17%		729,062	-22%
Development Services	3,371,304	-	3,371,304	334,940	88,492	2,947,873	13%		366,358	-9%
Engineering	2,031,806	-	2,031,806	253,767	14,500	1,763,539	13%		177,362	43%
<b>Total Expenses</b>	<b>\$ 32,590,291</b>	<b>\$ 773,493</b>	<b>\$ 33,363,784</b>	<b>\$ 3,813,439</b>	<b>\$ 1,168,912</b>	<b>\$ 28,381,432</b>	<b>15%</b>		<b>\$ 5,284,284</b>	<b>-28%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 108,109</b>	<b>\$ (673,493)</b>	<b>\$ (565,384)</b>	<b>\$ 902,027</b>					<b>\$ (1,748,928)</b>	
<b>Beginning Fund Balance October 1-Unassigned/Unrestricted*</b>			12,653,021	12,653,021					8,139,265	
<b>Ending Fund Balance</b>			<u>\$ 12,087,637</u>	<u>\$ 13,555,048</u>					<u>\$ 6,390,337</u>	

**Notes**

- 1 Property taxes are billed in October and the majority of collections occur December through February.
  - 2 Franchise fees and other various license and fees are paid quarterly or annually.
  - 3 Grant revenues are recorded when received. The largest grant revenue expected is for the fire SAFER grant.
  - 4 Prior year Public Works expenditures included transfers for capital projects.
- \* Unaudited Fund Balance to be updated after the FY20 annual audit is completed.



TOWN OF PROSPER, TEXAS  
 MONTHLY FINANCIAL REPORT  
 November 30, 2020  
 Expected Year to Date Percent 16.66%

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
<b>REVENUES</b>										
Water Charges for Services	\$ 14,203,322	\$ -	\$ 14,203,322	\$ 2,852,482	\$ -	\$ 11,350,840	20%		\$ 2,548,212	12%
Sewer Charges for Services	8,012,010	-	8,012,010	1,354,576	-	6,657,434	17%		1,237,075	9%
Sanitation Charges for Services	1,527,500	-	1,527,500	256,476	-	1,271,024	17%		229,858	12%
Licenses, Fees & Permits	172,500	-	172,500	40,232	-	132,268	23%		35,708	13%
Utility Billing Penalties	112,000	-	112,000	-	-	112,000	0%	1	13,700	-100%
Investment Income	55,000	-	55,000	13,609	-	41,391	25%		29,344	-54%
Other	422,361	-	422,361	118,004	-	304,357	28%		95,993	23%
Total Revenues	\$ 24,504,693	\$ -	\$ 24,504,693	\$ 4,635,379	\$ -	\$ 19,869,314	19%		\$ 4,189,891	11%
<b>EXPENDITURES</b>										
Administration	\$ 2,615,646	\$ -	\$ 2,615,646	\$ 281,632	\$ -	2,334,014	11%		\$ 320,881	-12%
Debt Service	3,701,269	-	3,701,269	-	-	3,701,269	0%		-	
Water Purchases	6,681,709	-	6,681,709	1,128,306	-	5,553,403	17%		433,852	160%
Public Works	11,410,264	-	11,410,264	1,179,114	589,338	9,641,813	15%		4,394,399	-73%
Total Expenses	\$ 24,408,888	\$ -	\$ 24,408,888	\$ 2,589,051	\$ 589,338	\$ 21,230,499	13%		\$ 5,149,132	-50%
REVENUE OVER (UNDER) EXPENDITURES	\$ 95,805	\$ -	\$ 95,805	\$ 2,046,328					\$ (959,241)	
Beginning Working Capital October 1*			7,787,022	7,787,022					7,869,816	
Ending Working Capital			<u>\$ 7,882,827</u>	<u>\$ 9,833,350</u>					<u>\$ 6,910,575</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.

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WATER-SEWER FUND

	Nov-20		Nov-19		Growth %
	WATER	SEWER	WATER	SEWER	Change
# of Accts Residential	9,718	9,021	8,705	8,016	12.07%
# of Accts Commercial	358	319	357	275	7.12%
Consumption-Residential	122,835,060	55,091,524	80,482,920	52,175,811	34.12%
Consumption-Commercial	44,647,930	12,390,270	28,044,130	10,103,190	49.52%
Average Residential Water Consumption	12,640		9,246		36.71%
Billed (\$) Residential	826,810.86	524,554.82	568,537.13	481,797.16	45.43%
Billed (\$) Commercial	406,884.30	106,531.23	253,581.12	92,076.85	60.46%
Total Billed (\$)	1,233,695.16	\$ 631,086.05	\$ 822,118.25	\$ 573,874.01	33.58%

	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 November is 2.71			
	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
	Nov-20	1.08	Nov-19	1.80

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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
<b>REVENUES</b>										
Property Taxes-Delinquent	\$ -	\$ -	\$ -	\$ 1,722	\$ -	\$ (1,722)			\$ 33,179	-95%
Property Taxes-Current	7,549,503	-	7,549,503	602,836	-	6,946,667	8%	1	497,739	21%
Taxes-Penalties	-	-	-	496	-	(496)			6,192	-92%
Interest Income	45,000	-	45,000	5,425	-	39,575	12%		11,517	-53%
<b>Total Revenues</b>	<b>\$ 7,594,503</b>	<b>\$ -</b>	<b>\$ 7,594,503</b>	<b>\$ 610,479</b>	<b>\$ -</b>	<b>\$ 6,984,024</b>	<b>8%</b>		<b>\$ 548,628</b>	<b>11%</b>
<b>EXPENDITURES</b>										
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%		-	
<b>Total Expenditures</b>	<b>\$ 7,699,741</b>	<b>\$ -</b>	<b>\$ 7,699,741</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,699,741</b>	<b>0%</b>		<b>\$ -</b>	
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (105,238)</b>	<b>\$ -</b>	<b>\$ (105,238)</b>	<b>\$ 610,479</b>					<b>\$ 548,628</b>	
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>\$ 3,272,934</u>					<u>\$ 3,106,858</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.

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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
<b>REVENUES</b>										
Sales Tax - Town	\$ 1,564,807	\$ -	\$ 1,564,807	\$ 320,641	\$ -	\$ 1,244,166	20%		\$ 251,696	27%
Interest Income	300	-	300	91	-	209	30%		-	
Other	-	-	-	-	-	-			-	
<b>Total Revenue</b>	<b>\$ 1,565,107</b>	<b>\$ -</b>	<b>\$ 1,565,107</b>	<b>\$ 320,732</b>	<b>\$ -</b>	<b>\$ 1,244,375</b>	<b>20%</b>		<b>\$ 251,696</b>	<b>27%</b>
<b>EXPENDITURES</b>										
Personnel	\$ 1,425,708	\$ -	\$ 1,425,708	\$ 223,846	\$ -	\$ 1,201,862	16%		\$ 155,298	44%
Other	-	-	-	-	-	-			-	
<b>Total Expenditures</b>	<b>\$ 1,425,708</b>	<b>\$ -</b>	<b>\$ 1,425,708</b>	<b>\$ 223,846</b>	<b>\$ -</b>	<b>\$ 1,201,862</b>	<b>16%</b>		<b>\$ 155,298</b>	<b>44%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 139,399</b>	<b>\$ -</b>	<b>\$ 139,399</b>	<b>\$ 96,886</b>					<b>\$ 96,398</b>	
Beginning Fund Balance October 1*			257,688	257,688					-	
Ending Fund Balance Current Month			<u>\$ 397,087</u>	<u>\$ 354,574</u>					<u>\$ 96,398</u>	

Notes  
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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
<b>REVENUES</b>										
Sales Tax - Town	\$ 1,564,807	\$ -	\$ 1,564,807	\$ 320,292	\$ -	\$ 1,244,515	20%		\$ 251,439	27%
Interest Income	-	-	-	-	-	-			-	
Other	-	-	-	-	-	-			-	
<b>Total Revenue</b>	<b>\$ 1,564,807</b>	<b>\$ -</b>	<b>\$ 1,564,807</b>	<b>\$ 320,292</b>	<b>\$ -</b>	<b>\$ 1,244,515</b>	<b>20%</b>		<b>\$ 251,439</b>	<b>27%</b>
<b>EXPENDITURES</b>										
Personnel	\$ 1,490,812	\$ -	\$ 1,490,812	\$ 238,264	\$ -	\$ 1,252,548	16%		\$ 182,718	30%
Other	-	-	-	-	-	-			-	
<b>Total Expenditures</b>	<b>\$ 1,490,812</b>	<b>\$ -</b>	<b>\$ 1,490,812</b>	<b>\$ 238,264</b>	<b>\$ -</b>	<b>\$ 1,252,548</b>	<b>16%</b>		<b>\$ 182,718</b>	<b>30%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 73,995</b>	<b>\$ -</b>	<b>\$ 73,995</b>	<b>\$ 82,028</b>					<b>\$ 68,720</b>	
Beginning Fund Balance October 1*			159,093	159,093					-	
Ending Fund Balance Current Month			<u>\$ 233,088</u>	<u>\$ 241,121</u>					<u>\$ 68,720</u>	

Notes  
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**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
<b>REVENUES</b>										
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-		\$ -	
Other Reimbursements	139,000	-	139,000	-	-	139,000	0%	2	220	-100%
Interest Income	20,000	-	20,000	7,676	-	12,324	38%		12,302	-38%
Transfers In	1,478,505	-	1,478,505	246,418	-	1,232,088	17%		337,114	-27%
<b>Total Revenue</b>	<b>\$ 1,637,505</b>	<b>\$ -</b>	<b>\$ 1,637,505</b>	<b>\$ 254,094</b>	<b>\$ -</b>	<b>\$ 1,383,411</b>	<b>16%</b>		<b>\$ 349,635</b>	<b>-27%</b>
<b>EXPENDITURES</b>										
Vehicle Replacement	\$ 861,946	\$ -	\$ 861,946	\$ 105,815	\$ 336,735	\$ 419,396	51%	1	\$ 55,123	
Equipment Replacement	436,559	-	436,559	-	44,110	392,450	10%	1	-	
Technology Replacement	99,080	-	99,080	-	9,764	89,316	10%	1	-	
<b>Total Expenditures</b>	<b>\$ 1,397,585</b>	<b>\$ -</b>	<b>\$ 1,397,585</b>	<b>\$ 105,815</b>	<b>\$ 390,609</b>	<b>\$ 901,161</b>	<b>36%</b>		<b>\$ 55,123</b>	
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 239,920</b>	<b>\$ -</b>	<b>\$ 239,920</b>	<b>\$ 148,279</b>					<b>\$ 294,512</b>	
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>\$ 4,002,330</u>					<u>\$ 2,632,292</u>	

**Notes**

- 1 Funds have been encumbered for this year's replacement vehicles, equipment, or technology.
- 2 Includes proceeds from auctioned vehicles. Vehicles will be auctioned once replacement vehicles are received.
- \* Unaudited Fund Balance to be updated after the FY20 annual audit is completed

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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
<b>REVENUES</b>										
Storm Drainage Utility Fee	\$ 705,000	\$ -	\$ 705,000	\$ 116,887	\$ -	\$ 588,113	17%		\$ 107,470	9%
Drainage Review Fee	6,000	-	6,000	925	-	5,075	15%		850	
Interest Income	4,200	-	4,200	1,123	-	3,077	27%		1,755	-36%
Other Revenue	-	-	-	-	-	-			-	
<b>Total Revenue</b>	<b>\$ 715,200</b>	<b>\$ -</b>	<b>\$ 715,200</b>	<b>\$ 118,935</b>	<b>\$ -</b>	<b>\$ 596,265</b>	<b>17%</b>		<b>\$ 110,075</b>	<b>8%</b>
<b>EXPENDITURES</b>										
Personnel Services	\$ 171,051	\$ -	\$ 171,051	\$ 22,871	\$ -	\$ 148,180	13%		\$ 22,639	1%
Debt Service	245,592	-	245,592	-	-	245,592	0%		-	
Operating Expenditures	26,700	-	26,700	1,017	-	25,683	4%		2,624	-61%
Transfers Out	104,926	-	104,926	17,488	-	87,438	17%		16,689	5%
<b>Total Expenses</b>	<b>\$ 548,269</b>	<b>\$ -</b>	<b>\$ 548,269</b>	<b>\$ 41,376</b>	<b>\$ -</b>	<b>\$ 506,893</b>	<b>8%</b>		<b>\$ 41,953</b>	<b>-1%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 166,931</b>	<b>\$ -</b>	<b>\$ 166,931</b>	<b>\$ 77,559</b>					<b>\$ 68,122</b>	
Beginning Working Capital October 1*			790,262	790,262					151,834	
Ending Working Capital Current Month			<u>\$ 957,193</u>	<u>\$ 867,821</u>					<u>\$ 219,956</u>	

Notes  
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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
<b>REVENUES</b>										
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	2,963	-	5,037	37%		6,045	-51%
Interest-Park Improvements	7,500	-	7,500	2,329	-	5,171	31%		5,440	-57%
<b>Total Revenue</b>	<b>\$ 815,500</b>	<b>\$ -</b>	<b>\$ 815,500</b>	<b>\$ 5,291</b>	<b>\$ -</b>	<b>\$ 810,209</b>	<b>1%</b>		<b>\$ 11,485</b>	<b>-54%</b>
<b>EXPENDITURES</b>										
Developer Reimbursement-Park Imp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
Hike & Bike Master Plan	-	-	-	-	-	-			-	
Cockrell Park Trail Connection	510,799	-	510,799	57,387	-	453,412	11%		-	
Hays Park	395,456	-	395,456	-	-	395,456	0%		-	
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%		-	
Transfers Out	-	-	-	-	-	-			-	
<b>Total Expenses</b>	<b>\$ 1,796,255</b>	<b>\$ -</b>	<b>\$ 1,796,255</b>	<b>\$ 57,387</b>	<b>\$ -</b>	<b>\$ 1,738,868</b>	<b>3%</b>		<b>\$ -</b>	
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (980,755)</b>	<b>\$ -</b>	<b>\$ (980,755)</b>	<b>\$ (52,096)</b>					<b>\$ 11,485</b>	
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>\$ 2,621,230</u>					<u>\$ 1,869,270</u>	

Notes  
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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
<b>REVENUES</b>									
Impact Fee Revenue:									
Water Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 221,594	-100%
Wastewater Impact Fees	-	-	-	-	-			141,096	-100%
East Thoroughfare Impact Fees	1,000,000	-	1,000,000	-	1,000,000	0%		515,977	-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	95,847	466,497	17%		84,574	13%
Sales Taxes - EDC	470,962	-	470,962	80,272	390,690	17%		70,831	13%
Investment Income	2,000	-	2,000	391	1,609	20%		4,179	-91%
Transfer In	-	-	-	-	-			-	
Total Revenue	\$ 2,723,028	\$ -	\$ 2,723,028	\$ 176,510	\$ 2,546,518	6%		\$ 1,038,252	-83%
<b>EXPENDITURES</b>									
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			\$ -	\$ 176,510				\$ 1,038,252	
Beginning Fund Balance October 1*			280,458	280,458				213,282	
Ending Fund Balance Current Month			<u>\$ 280,458</u>	<u>\$ 456,968</u>				<u>\$ 1,251,534</u>	

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

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**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
<b>REVENUES</b>									
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%		3	-100%
Sales Taxes - EDC	10	-	10	-	10	0%		3	-100%
Investment Income	150	-	150	50	100	34%		109	-54%
<b>Total Revenue</b>	<b>\$ 13,007</b>	<b>\$ -</b>	<b>\$ 13,007</b>	<b>\$ 50</b>	<b>\$ 12,957</b>	<b>0%</b>		<b>\$ 114</b>	<b>-56%</b>
<b>EXPENDITURES</b>									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
Developer Rebate	13,007	-	13,007	-	13,007			-	
Transfers Out	-	-	-	-	-			-	
<b>Total Expenditures</b>	<b>\$ 13,007</b>	<b>\$ -</b>	<b>\$ 13,007</b>	<b>\$ -</b>	<b>\$ 13,007</b>			<b>\$ -</b>	
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ -</b>	<b>\$ 50</b>				<b>\$ 114</b>	
Beginning Fund Balance October 1*			25,315	25,315				25,922	
Ending Fund Balance Current Month			<u>\$ 25,315</u>	<u>\$ 25,365</u>				<u>\$ 26,036</u>	

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

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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
<b>REVENUES</b>									
Impact Fees Water	\$ 2,500,000	\$ -	\$ 2,500,000	\$ 1,157,363					
Interest	12,000	-	12,000	9,895					
Total Revenues	<u>\$ 2,512,000</u>	<u>\$ -</u>	<u>\$ 2,512,000</u>	<u>\$ 1,167,258</u>					
<b>EXPENDITURES</b>									
<b>Developer Reimbursements</b>									
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	<u>\$ 840,000</u>	<u>\$ 840,000</u>	<u>\$ -</u>	<u>\$ 840,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 840,000</u>	<u>\$ -</u>	<u>\$ 840,000</u>
<b>Capital Expenditures</b>									
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	<u>\$ 2,630,997</u>	<u>\$ 1,000,000</u>	<u>\$ -</u>	<u>\$ 1,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,146,731</u>	<u>\$ 484,266</u>	
Total Expenditures	<u>\$ 3,470,997</u>	<u>\$ 1,840,000</u>	<u>\$ -</u>	<u>\$ 1,840,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 840,000</u>	<u>\$ 2,146,731</u>	<u>\$ 1,324,266</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ 672,000	\$ 1,167,258					
Beginning Fund Balance October 1*			4,393,102	4,393,102					
Ending Fund Balance Current Month			<u>\$ 5,065,102</u>	<u>\$ 5,560,360</u>					

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

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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
<b>REVENUES</b>									
Impact Fees Wastewater	\$ 850,000	\$ -	\$ 850,000	\$ 537,153					
Interest	12,000	-	12,000	6,550					
Upper Trinity Equity Fee	200,000	-	200,000	87,000					
<b>Total Revenues</b>	<b>\$ 1,062,000</b>	<b>\$ -</b>	<b>\$ 1,062,000</b>	<b>\$ 630,703</b>					
<b>EXPENDITURES</b>									
<b>Developer Reimbursements</b>									
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	
<b>Total Developer Reimbursements</b>	<b>\$ 890,000</b>	<b>\$ 890,000</b>	<b>\$ -</b>	<b>\$ 890,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 890,000</b>	<b>\$ -</b>	<b>\$ 890,000</b>
<b>Capital Expenditures</b>									
Doe Branch Parallel Interceptor	5,000,000	1,500,000	-	1,500,000	-	-	1,500,000	1,500,000	
<b>Total Projects</b>	<b>\$ 5,000,000</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>	<b>\$ 1,500,000</b>
<b>Total Expenditures</b>	<b>\$ 5,890,000</b>	<b>\$ 2,390,000</b>	<b>\$ -</b>	<b>\$ 2,390,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,390,000</b>	<b>\$ -</b>	<b>\$ 2,390,000</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ (1,328,000)</b>	<b>\$ 630,703</b>					
<b>Beginning Fund Balance October 1*</b>			<b>3,054,097</b>	<b>3,054,097</b>					
<b>Ending Fund Balance Current Month</b>			<b>\$ 1,726,097</b>	<b>\$ 3,684,800</b>					

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
<b>REVENUES</b>									
East Thoroughfare Impact Fees	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 342,573					
East Thoroughfare Other Revenue	-	-	-	-					
West Thoroughfare Impact Fees	2,500,000	-	2,500,000	1,057,987					
West Thoroughfare Other Revenue	-	-	-	-					
Interest-East Thoroughfare Impact Fees	8,000	-	8,000	4,665					
Interest-West Thoroughfare Impact Fees	10,000	-	10,000	8,324					
<b>Total Revenues</b>	<b>\$ 3,518,000</b>	<b>\$ -</b>	<b>\$ 3,518,000</b>	<b>\$ 1,413,549</b>					
<b>EXPENDITURES</b>									
<b>East</b>									
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	-	29,975	320,025	-	320,025
Traffic Signal - Coit & Richland	298,196	298,196	-	298,196	27,540	98,526	172,131	50,682	121,449 Construction 0% complete
<b>Total East</b>	<b>\$ 3,223,096</b>	<b>\$ 1,123,196</b>	<b>\$ -</b>	<b>\$ 1,487,320</b>	<b>\$ 27,540</b>	<b>\$ 492,625</b>	<b>\$ 967,156</b>	<b>\$ 1,586,458</b>	<b>\$ 1,116,474</b>
<b>West</b>									
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 Phase I 0% complete; Phase II complet
Traffic Signal - Fishtrap & Teel	400,000	400,000	-	400,000	-	286,329	113,671	111,489	2,182 Construction substantially complete
Traffic Signal - Fishtrap & Gee	300,000	205,658	-	205,658	11,665	50,890	143,103	43,452	193,993 Construction 0% complete
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 Design 60% complete
<b>Total West</b>	<b>\$ 5,187,500</b>	<b>\$ 4,410,980</b>	<b>\$ -</b>	<b>\$ 4,410,980</b>	<b>\$ 11,665</b>	<b>\$ 871,847</b>	<b>\$ 3,527,468</b>	<b>\$ 943,155</b>	<b>\$ 3,360,833</b>
<b>Total Expenditures</b>	<b>\$ 8,410,596</b>	<b>\$ 5,534,176</b>	<b>\$ -</b>	<b>\$ 5,898,300</b>	<b>\$ 39,205</b>	<b>\$ 1,364,472</b>	<b>\$ 4,494,624</b>	<b>\$ 2,529,613</b>	<b>\$ 4,477,307</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ (2,380,300)</b>	<b>\$ 1,374,344</b>					
<b>Beginning Fund Balance October 1*</b>			<b>4,614,984</b>	<b>4,614,984</b>					
<b>Ending Fund Balance Current Month</b>			<b>\$ 2,234,684</b>	<b>\$ 5,989,328</b>					

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	\$ 2,316	\$ -	\$ 11,184	17%		\$ 2,183	6%
Fire Donation Revenue	13,500	-	13,500	2,287	-	11,213	17%		2,228	3%
Child Safety Revenue	10,000	-	10,000	407	-	9,593	4%		411	-1%
Court Security Revenue	7,000	-	7,000	1,402	-	5,598	20%		1,323	6%
Court Technology Revenue	8,200	-	8,200	1,180	-	7,020	14%		1,764	-33%
Interest Income	2,400	-	2,400	948	-	1,452	39%		1,460	-35%
Interest Income CARES Funds	-	-	-	1,596	-	(1,596)			-	
Tree Mitigation	-	-	-	-	-	-			-	
Miscellaneous	-	-	-	-	-	-			-	
CARES Funds	-	-	-	-	-	-			-	
Transfer In	-	-	-	-	-	-			-	
<b>Total Revenue</b>	<b>\$ 54,600</b>	<b>\$ -</b>	<b>\$ 54,600</b>	<b>\$ 10,135</b>	<b>\$ -</b>	<b>\$ 44,465</b>	<b>19%</b>		<b>\$ 9,369</b>	<b>8%</b>
<b>EXPENDITURES</b>										
LEOSE Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
Court Technology Expense	25,700	-	25,700	-	-	25,700	0%		2,515	
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	158,619	67,451	483,506	32%	1	-	
CARES Denton County	-	-	-	1,006	-	(1,006)			-	
CARES HHS	-	-	-	-	-	-			-	
<b>Total Expenses</b>	<b>\$ 271,246</b>	<b>\$ -</b>	<b>\$ 980,822</b>	<b>\$ 159,624</b>	<b>\$ 67,451</b>	<b>\$ 753,746</b>	<b>16%</b>		<b>\$ 3,210</b>	<b>4873%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (216,646)</b>	<b>\$ -</b>	<b>\$ (926,222)</b>	<b>\$ (149,489)</b>					<b>\$ 6,159</b>	
Beginning Fund Balance October 1*			707,062	707,062					1,755,882	
Ending Fund Balance Current Month			<u>\$ (219,160)</u>	<u>\$ 557,573</u>					<u>\$ 1,762,041</u>	

Notes

1 CARES Funds must be expended by December 30, 2020.

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

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Item 2.

CAPITAL PROJECTS FUND - GENERAL

	Project Budget	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
<b>REVENUES</b>										
Grants		\$ -	\$ -	\$ -	\$ -					
Bond Proceeds		9,000,000	-	9,000,000	-					
Interest		-	-	-	6,596					
Other Revenue		-	-	-	79,338					
Transfers In - General Fund		-	-	-	163,870					
Transfers In - Impact Fee Funds		-	-	-	-					
Transfers In - Bond Funds		-	-	-	5,364,584					
Total Revenues		\$ 9,000,000	\$ -	\$ 9,000,000	\$ 5,614,388					
<b>EXPENDITURES</b>										
Frontier Parkway BNSF Overpass	5,750,000	5,750,000	-	5,750,000	-	-	5,750,000	-	5,750,000	Resolution to support award at December 8th Council meeting
West Prosper Roads	16,185,618	-	-	2,390,673	-	7,155	2,383,518	13,787,790	2,390,673	Median Landscape 0% complete
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	399,499	5,246,879	(399,435)	151,203	202,419	Construction 5% complete
Prosper Trail (Kroger - Coit)	4,869,055	45,650	-	45,650	7,266	38,384	-	4,680,445	142,960	Project Complete
First St (DNT to Coleman)	2,786,567	-	720,317	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	54	-	2,749,946	-	2,749,946	Design 95% complete
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	Project 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	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	15,806	-	108,974	978,680	28,296	Ongoing legal fees
FM2478 (US380-FM1461)	371,605	-	-	-	-	-	-	243,037	128,568	TxDOT bid project in September 2020
Total Street Projects	\$ 78,314,427	\$ 10,230,580	\$ 1,356,717	\$ 20,352,329	\$ 434,767	\$ 11,228,880	\$ 8,688,682	\$ 27,104,654	\$ 39,546,125	
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 Esmn)	280,000	264,275	-	264,275	2,708	4,725	256,842	11,000	261,567	
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	\$ 12,958	\$ 157,235	\$ 869,168	\$ 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	269,794	-	269,794	252,863	16,391	540	12,156,470	220,080	Project complete
Public Safety Complex, Phase 1-FFE	1,165,000	361,952	-	361,952	287,044	38,906	66,002	839,050	(0)	Project complete
Total Facility Projects	\$ 16,005,500	\$ 1,417,814	\$ -	\$ 1,447,814	\$ 541,807	\$ 182,013	\$ 723,994	\$ 14,529,009	\$ 752,671	
Transfer Out										
Total Expenditures	\$ 96,983,929	\$ 12,319,232	\$ 1,695,253	\$ 22,858,452	\$ 989,533	\$ 11,859,687	\$ 10,009,232	\$ 42,518,413	\$ 41,338,669	
REVENUE OVER (UNDER) EXPENDITURES				\$ (13,858,452)	\$ 4,624,855					
Beginning Fund Balance October 1*				24,361,427	24,361,427					
Ending Fund Balance Current Month				\$ 10,502,975	\$ 28,986,282					
<b>Notes</b>										
* 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
<b>REVENUES</b>									
Interest Income	\$ -	\$ -	\$ -	\$ 10,233					
Bond Proceeds	1,000,000	-	-	-					
Transfers In - Impact Fees	-	-	-	-					
Transfers In	-	-	-	-					
Transfers In-Bond Funds	-	-	-	922,498					
<b>Total Revenues</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 932,731</b>					
<b>EXPENDITURES</b>									
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
<b>Total Water &amp; Wastewater Projects</b>	<b>\$ 11,756,175</b>	<b>\$ 4,180,627</b>	<b>\$ -</b>	<b>\$ 4,707,303</b>	<b>\$ -</b>	<b>\$ 4,045,067</b>	<b>\$ 662,235</b>	<b>\$ 6,722,754</b>	<b>\$ 988,354</b>
Old Town Drainage	500,000	307,718	-	307,718	500	121,418	185,800	286,060	92,022 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
<b>Total Drainage Projects</b>	<b>\$ 1,547,765</b>	<b>\$ 709,479</b>	<b>\$ -</b>	<b>\$ 1,056,313</b>	<b>\$ 500</b>	<b>\$ 470,013</b>	<b>\$ 585,800</b>	<b>\$ 551,155</b>	<b>\$ 526,097</b>
Transfer out									
<b>Total Expenses</b>	<b>\$ 13,303,940</b>	<b>\$ 4,890,105</b>	<b>\$ -</b>	<b>\$ 5,763,615</b>	<b>\$ 500</b>	<b>\$ 4,515,080</b>	<b>\$ 1,248,035</b>	<b>\$ 7,273,909</b>	<b>\$ 1,514,451</b>
			\$ (5,763,615)	\$ 932,231					
Beginning Working Capital October 1*			21,545,196	21,545,196					
Ending Working Capital Current Month			<u>\$ 15,781,581</u>	<u>\$ 22,477,427</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
<b>Fund number: 100</b>	<b>GENERAL</b>								
100-4035-10-00	3% Construction Fee	(300,000.00)		(300,000.00)	(204,102.18)			68.03	(95,897.82)
100-4061-10-00	Notary Fees	(175.00)		(175.00)	(170.00)	(160.00)		97.14	(5.00)
	Subtotal object - 04	(300,175.00)		(300,175.00)	(204,272.18)	(160.00)		68.05	(95,902.82)
100-4105-10-00	Property Taxes -Delinquent	(150,000.00)		(150,000.00)	(4,149.73)	(4,332.49)		2.77	(145,850.27)
100-4110-10-00	Property Taxes -Current	(18,011,167.00)		(18,011,167.00)	(1,452,731.39)	(1,089,642.28)		8.07	(16,558,435.61)
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)	(1,709.85)	(1,324.08)		2.28	(73,290.15)
100-4120-10-00	Sales Taxes	(5,733,141.00)		(5,733,141.00)	(1,217,193.98)	(710,523.49)		21.23	(4,515,947.02)
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)				-	(930,800.00)
100-4150-10-00	Franchise Taxes - Telephone	(130,000.00)		(130,000.00)				-	(130,000.00)
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)	(13,445.16)	(6,748.09)		9.60	(126,554.84)
100-4185-10-00	Franchise Fee - W/S Fund	(362,075.00)		(362,075.00)	(60,345.84)	(30,172.92)		16.67	(301,729.16)
100-4190-10-00	Franchise Fee-Cable	(65,000.00)		(65,000.00)				-	(65,000.00)
	Subtotal object - 04	(25,832,183.00)		(25,832,183.00)	(2,749,575.95)	(1,842,743.35)		10.64	(23,082,607.05)
100-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(15.00)			10.00	(135.00)
100-4203-10-00	New Cingular Tower Lease	(24,600.00)		(24,600.00)	(4,100.00)	(2,050.00)		16.67	(20,500.00)
100-4218-10-00	Administrative Fees-EDC	(15,000.00)		(15,000.00)	(2,500.00)	(1,250.00)		16.67	(12,500.00)
100-4230-10-00	Other Permits	(2,000.00)		(2,000.00)				-	(2,000.00)
	Subtotal object - 04	(41,750.00)		(41,750.00)	(6,615.00)	(3,300.00)		15.84	(35,135.00)
100-4610-10-00	Interest Income	(85,000.00)		(85,000.00)	(26,577.37)	1,968.82		31.27	(58,422.63)
	Subtotal object - 04	(85,000.00)		(85,000.00)	(26,577.37)	1,968.82		31.27	(58,422.63)
100-4910-10-00	Other Revenue	(20,000.00)		(20,000.00)	(8,079.89)	(642.87)		40.40	(11,920.11)
100-4995-10-00	Transfer In/Out	(1,071,820.00)		(1,071,820.00)	(178,636.66)	(89,318.33)		16.67	(893,183.34)
	Subtotal object - 04	(1,091,820.00)		(1,091,820.00)	(186,716.55)	(89,961.20)		17.10	(905,103.45)
Program number:	DEFAULT PROGRAM	(27,350,928.00)		(27,350,928.00)	(3,173,757.05)	(1,934,195.73)		11.60	(24,177,170.95)
100-4410-10-07	Court Fines	(400,000.00)		(400,000.00)	(37,152.34)	(18,278.38)		9.29	(362,847.66)
100-4425-10-07	Time Payment Fee Reimb				(15.00)			-	15.00
	Subtotal object - 04	(400,000.00)		(400,000.00)	(37,167.34)	(18,278.38)		9.29	(362,832.66)
Program number: 7	MUNICIPAL COURT	(400,000.00)		(400,000.00)	(37,167.34)	(18,278.38)		9.29	(362,832.66)
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)	(3,210,924.39)	(1,952,474.11)		11.55	(24,580,003.61)
100-4230-20-01	Other Permits	(500.00)		(500.00)	(100.00)	(75.00)		20.00	(400.00)
	Subtotal object - 04	(500.00)		(500.00)	(100.00)	(75.00)		20.00	(400.00)
100-4440-20-01	Accident Reports	(1,200.00)		(1,200.00)	(285.00)	(140.00)		23.75	(915.00)
100-4450-20-01	Alarm Fee	(55,000.00)		(55,000.00)	(10,044.00)	(4,656.00)		18.26	(44,956.00)
	Subtotal object - 04	(56,200.00)		(56,200.00)	(10,329.00)	(4,796.00)		18.38	(45,871.00)
100-4510-20-01	Grants	(12,000.00)	(100,000.00)	(112,000.00)		(1,273.12)		-	(112,000.00)
	Subtotal object - 04	(12,000.00)	(100,000.00)	(112,000.00)		(1,273.12)		-	(112,000.00)
100-4910-20-01	Other Revenue	(5,000.00)		(5,000.00)	(325.00)			6.50	(4,675.00)
	Subtotal object - 04	(5,000.00)		(5,000.00)	(325.00)			6.50	(4,675.00)
Program number: 1	OPERATIONS	(73,700.00)	(100,000.00)	(173,700.00)	(10,754.00)	(6,144.12)		6.19	(162,946.00)
Department number: 20	POLICE	(73,700.00)	(100,000.00)	(173,700.00)	(10,754.00)	(6,144.12)		6.19	(162,946.00)
100-4310-30-01	Charges for Services	(817,000.00)		(817,000.00)	(59,866.40)	(37,205.18)		7.33	(757,133.60)
	Subtotal object - 04	(817,000.00)		(817,000.00)	(59,866.40)	(37,205.18)		7.33	(757,133.60)
100-4411-30-01	CC Fire Assoc	(500.00)		(500.00)	(166.56)	(166.56)		33.31	(333.44)
	Subtotal object - 04	(500.00)		(500.00)	(166.56)	(166.56)		33.31	(333.44)
100-4510-30-01	Grants	(400,672.00)		(400,672.00)				-	(400,672.00)

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	(400,672.00)		(400,672.00)				-	(400,672.00)
Program number: 1	OPERATIONS	(1,218,172.00)		(1,218,172.00)	(60,032.96)	(37,371.74)		4.93	(1,158,139.04)
100-4315-30-05	Fire Review/Inspect Fees	(100,000.00)		(100,000.00)	(19,775.00)	(6,875.00)		19.78	(80,225.00)
	Subtotal object - 04	(100,000.00)		(100,000.00)	(19,775.00)	(6,875.00)		19.78	(80,225.00)
Program number: 5	MARSHAL	(100,000.00)		(100,000.00)	(19,775.00)	(6,875.00)		19.78	(80,225.00)
Department number: 30	FIRE	(1,318,172.00)		(1,318,172.00)	(79,807.96)	(44,246.74)		6.05	(1,238,364.04)
100-4017-40-01	Contractor Registration Fee	(80,000.00)		(80,000.00)	(13,400.00)	(8,300.00)		16.75	(66,600.00)
	Subtotal object - 04	(80,000.00)		(80,000.00)	(13,400.00)	(8,300.00)		16.75	(66,600.00)
100-4210-40-01	Building Permits	(2,561,400.00)		(2,561,400.00)	(1,207,923.57)	(694,789.75)		47.16	(1,353,476.43)
100-4230-40-01	Other Permits	(200,000.00)		(200,000.00)	(61,091.60)	(28,877.60)		30.55	(138,908.40)
100-4240-40-01	Plumb/Elect/Mech Permits	(45,000.00)		(45,000.00)	(10,807.50)	(5,077.50)		24.02	(34,192.50)
100-4242-40-01	Re-inspection Fees	(70,000.00)		(70,000.00)	(22,900.00)	(12,125.00)		32.71	(47,100.00)
	Subtotal object - 04	(2,876,400.00)		(2,876,400.00)	(1,302,722.67)	(740,869.85)		45.29	(1,573,677.33)
100-4910-40-01	Other Revenue	(15,000.00)		(15,000.00)	(11,791.04)	(5,135.40)		78.61	(3,208.96)
	Subtotal object - 04	(15,000.00)		(15,000.00)	(11,791.04)	(5,135.40)		78.61	(3,208.96)
Program number: 1	INSPECTIONS	(2,971,400.00)		(2,971,400.00)	(1,327,913.71)	(754,305.25)		44.69	(1,643,486.29)
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)	(6,925.00)	(3,800.00)		11.54	(53,075.00)
	Subtotal object - 04	(70,000.00)		(70,000.00)	(6,925.00)	(3,800.00)		9.89	(63,075.00)
Program number: 2	CODE COMPLIANCE	(70,000.00)		(70,000.00)	(6,925.00)	(3,800.00)		9.89	(63,075.00)
100-4220-40-03	Zoning Application Fees	(25,000.00)		(25,000.00)	(1,320.00)	(1,270.00)		5.28	(23,680.00)
100-4225-40-03	Development Application Fees	(50,000.00)		(50,000.00)	(28,940.00)	(12,200.00)		57.88	(21,060.00)
	Subtotal object - 04	(75,000.00)		(75,000.00)	(30,260.00)	(13,470.00)		40.35	(44,740.00)
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)	(30,260.00)	(13,470.00)		37.83	(49,740.00)
Department number: 40	DEVELOPMENT SERVICES	(3,121,400.00)		(3,121,400.00)	(1,365,098.71)	(771,575.25)		43.73	(1,756,301.29)
100-4208-50-01	Network Node Annual User Fee				(500.00)			-	500.00
100-4209-50-01	Network Node Monthly User Fee				(500.00)			-	500.00
	Subtotal object - 04				(1,000.00)			-	1,000.00
100-4910-50-01	Other Revenue	(15,000.00)		(15,000.00)	(6,120.00)			40.80	(8,880.00)
	Subtotal object - 04	(15,000.00)		(15,000.00)	(6,120.00)			40.80	(8,880.00)
Program number: 1	STREETS	(15,000.00)		(15,000.00)	(7,120.00)			47.47	(7,880.00)
Department number: 50	PUBLIC WORKS	(15,000.00)		(15,000.00)	(7,120.00)			47.47	(7,880.00)
100-4056-60-00	Field Rental Fees	(100,000.00)		(100,000.00)	(40,185.00)	(16,850.00)		40.19	(59,815.00)
100-4057-60-00	Pavilion User Fees	(2,000.00)		(2,000.00)	(350.00)	(105.00)		17.50	(1,650.00)
100-4058-60-00	Park Program Fees	(100,000.00)		(100,000.00)	(4,543.00)	(2,391.00)		4.54	(95,457.00)
	Subtotal object - 04	(202,000.00)		(202,000.00)	(45,078.00)	(19,346.00)		22.32	(156,922.00)
100-4721-60-00	Prosper Christmas Donations	(10,000.00)		(10,000.00)	5,800.00	9,530.00		(58.00)	(15,800.00)
	Subtotal object - 04	(10,000.00)		(10,000.00)	5,800.00	9,530.00		(58.00)	(15,800.00)
100-4910-60-00	Other Revenue	(10,000.00)		(10,000.00)	(300.00)	(100.00)		3.00	(9,700.00)
	Subtotal object - 04	(10,000.00)		(10,000.00)	(300.00)	(100.00)		3.00	(9,700.00)
Program number:	DEFAULT PROGRAM	(222,000.00)		(222,000.00)	(39,578.00)	(9,916.00)		17.83	(182,422.00)
100-4063-60-05	Lost Fees	(500.00)		(500.00)	(207.81)	(42.93)		41.56	(292.19)
100-4064-60-05	Printing/Copying Fees	(500.00)		(500.00)	(226.01)	(113.83)		45.20	(273.99)
100-4066-60-05	Library Card Fees	(3,000.00)		(3,000.00)	(1,150.00)	(600.00)		38.33	(1,850.00)
	Subtotal object - 04	(4,000.00)		(4,000.00)	(1,583.82)	(756.76)		39.60	(2,416.18)
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)	(1,583.82)	(756.76)		26.40	(4,416.18)
Department number: 60	COMMUNITY SERVICES	(228,000.00)		(228,000.00)	(41,161.82)	(10,672.76)		18.05	(186,838.18)
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)	(600.00)	(450.00)		50.00	(600.00)
	Subtotal object - 04	(151,200.00)		(151,200.00)	(600.00)	(450.00)		0.40	(150,600.00)
Program number: 1	ENGINEERING	(151,200.00)		(151,200.00)	(600.00)	(450.00)		0.40	(150,600.00)
Department number: 98	ENGINEERING	(151,200.00)		(151,200.00)	(600.00)	(450.00)		0.40	(150,600.00)
	Revenue Subtotal - - - - -	(32,698,400.00)	(100,000.00)	(32,798,400.00)	(4,715,466.88)	(2,785,562.98)		14.38	(28,082,933.12)
<b>Program number: 1</b>	<b>TOWN MANAGER</b>								
100-5110-10-01	Salaries & Wages	423,654.00		423,654.00	25,873.60	12,936.80		6.11	397,780.40
100-5140-10-01	Salaries - Longevity Pay	585.00		585.00	160.00	160.00		27.35	425.00
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	170.00	85.00		6.75	2,350.00
100-5145-10-01	Social Security Expense	18,994.00		18,994.00	991.97	237.57		5.22	18,002.03
100-5150-10-01	Medicare Expense	6,276.00		6,276.00	355.18	178.75		5.66	5,920.82
100-5155-10-01	SUTA Expense	324.00		324.00				-	324.00
100-5160-10-01	Health Insurance	19,428.00		19,428.00	1,936.84	968.42		9.97	17,491.16
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	72.12	36.06		8.46	780.88
100-5170-10-01	Life Insurance/AD&D	577.00		577.00	34.52	17.26		5.98	542.48
100-5175-10-01	Liability (TML)/Workers' Comp	1,072.00		1,072.00	70.55	35.49		6.58	1,001.45
100-5180-10-01	TMRS Expense	59,462.00		59,462.00	3,538.49	1,780.07		5.95	55,923.51
100-5185-10-01	Long/Short Term Disability	821.00		821.00	49.16	24.58		5.99	771.84
100-5186-10-01	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	100.00	50.00		8.33	1,100.00
	Subtotal object - 05	543,266.00		543,266.00	33,352.43	16,510.00		6.14	509,913.57
100-5210-10-01	Office Supplies	450.00		450.00	8.64	8.64		1.92	441.36
100-5230-10-01	Dues,Fees,& Subscriptions	6,765.00		6,765.00	3,196.74	2,922.99		47.25	3,568.26
100-5240-10-01	Postage and Delivery	20.00		20.00	71.82	71.82		359.10	(51.82)
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	150.00	100.00		7.50	1,850.00
	Subtotal object - 05	9,385.00		9,385.00	3,427.20	3,103.45		36.52	5,957.80
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	13,616.40	13,616.40		11.35	106,383.60
100-5480-10-01	Contracted Services	360.00		360.00				-	360.00
	Subtotal object - 05	120,360.00		120,360.00	13,616.40	13,616.40		11.31	106,743.60
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	64.66	32.33		16.67	323.34
	Subtotal object - 07	388.00		388.00	64.66	32.33		16.67	323.34
<b>Program number: 1</b>	<b>TOWN MANAGER</b>	<b>680,015.00</b>		<b>680,015.00</b>	<b>50,460.69</b>	<b>33,262.18</b>		<b>7.42</b>	<b>629,554.31</b>
<b>Program number: 2</b>	<b>TOWN SECRETARY</b>								
100-5110-10-02	Salaries & Wages	151,572.00		151,572.00	26,506.00	9,761.20		17.49	125,066.00
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	255.00	255.00		98.08	5.00
100-5143-10-02	Cell Phone Allowance				205.00	60.00		-	(205.00)
100-5145-10-02	Social Security Expense	9,538.00		9,538.00	1,571.36	577.36		16.48	7,966.64
100-5150-10-02	Medicare Expense	2,231.00		2,231.00	367.51	135.03		16.47	1,863.49
100-5155-10-02	SUTA Expense	486.00		486.00				-	486.00
100-5160-10-02	Health Insurance	19,296.00		19,296.00	3,447.04	1,591.08		17.86	15,848.96
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	167.33	75.16		18.55	734.67
100-5170-10-02	Life Insurance/AD&D	244.00		244.00	48.21	18.76		19.76	195.79

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	72.84	27.31		17.77	337.16
100-5180-10-02	TMRS Expense	21,137.00		21,137.00	3,653.18	1,369.74		17.28	17,483.82
100-5185-10-02	Long/Short Term Disability	246.00		246.00	50.03	18.20		20.34	195.97
100-5186-10-02	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	219.58	100.00		18.30	980.42
100-5193-10-02	Records Retention	1,700.00		1,700.00				-	1,700.00
	Subtotal object - 05	214,222.00		214,222.00	36,563.08	13,988.84		17.07	177,658.92
100-5210-10-02	Office Supplies	1,500.00		1,500.00	101.98	101.98		6.80	1,398.02
100-5220-10-02	Office Equipment	3,545.00		3,545.00	82.65	82.65		2.33	3,462.35
100-5230-10-02	Dues,Fees,& Subscriptions	625.00		625.00	958.70	129.95		153.39	(333.70)
100-5240-10-02	Postage and Delivery	100.00		100.00	11.60	2.60		11.60	88.40
100-5280-10-02	Printing and Reproduction	305.00		305.00				-	305.00
	Subtotal object - 05	6,075.00		6,075.00	1,154.93	317.18		19.01	4,920.07
100-5310-10-02	Rental Expense	8,700.00		8,700.00	1,405.96	758.96		16.16	7,294.04
100-5330-10-02	Copier Expense	900.00		900.00				-	900.00
	Subtotal object - 05	9,600.00		9,600.00	1,405.96	758.96		14.65	8,194.04
100-5400-10-02	Uniform Expense	150.00		150.00				-	150.00
100-5410-10-02	Professional Services				637.50	637.50		-	(637.50)
100-5419-10-02	IT Licenses	665.00		665.00				-	665.00
100-5430-10-02	Legal Fees	66,000.00		66,000.00	8,873.65	8,873.65		13.45	57,126.35
100-5435-10-02	Legal Notices/Filings	8,800.00		8,800.00	5,451.20	5,451.20		61.95	3,348.80
100-5460-10-02	Election Expense	31,945.00		31,945.00	7,797.67	489.88	8,512.17	24.41	15,635.16
100-5480-10-02	Contracted Services	25,595.00		25,595.00	2,500.00	2,500.00	2,500.00	9.77	20,595.00
	Subtotal object - 05	133,155.00		133,155.00	25,260.02	17,952.23	11,012.17	18.97	96,882.81
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	656.63	656.63		1.93	33,343.37
	Subtotal object - 05	36,610.00		36,610.00	656.63	656.63		1.79	35,953.37
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
<b>Program number: 2</b>	<b>TOWN SECRETARY</b>	<b>403,462.00</b>		<b>403,462.00</b>	<b>65,040.62</b>	<b>33,673.84</b>	<b>11,012.17</b>	<b>16.12</b>	<b>327,409.21</b>
<b>Program number: 3</b>	<b>FINANCE</b>								
100-5110-10-03	Salaries & Wages	532,679.00		532,679.00	73,644.08	36,994.84		13.83	459,034.92
100-5126-10-03	Salaries-Vacation Buy-Out	3,462.00		3,462.00	3,589.76	3,589.76		103.69	(127.76)
100-5140-10-03	Salaries - Longevity Pay	1,590.00		1,590.00	1,485.00	1,485.00		93.40	105.00
100-5143-10-03	Cell Phone Allowance	3,480.00		3,480.00	460.00	230.00		13.22	3,020.00
100-5145-10-03	Social Security Expense	33,556.00		33,556.00	4,555.17	2,445.62		13.58	29,000.83
100-5150-10-03	Medicare Expense	7,848.00		7,848.00	1,065.31	571.94		13.57	6,782.69
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	7,750.72	3,875.36		13.39	50,137.28
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	366.40	183.20		13.80	2,288.60
100-5170-10-03	Life Insurance/AD&D	872.00		872.00	96.84	48.42		11.11	775.16
100-5175-10-03	Liability (TML)/Workers' Comp	1,462.00		1,462.00	213.07	113.85		14.57	1,248.93
100-5180-10-03	TMRS Expense	74,363.00		74,363.00	10,685.62	5,709.77		14.37	63,677.38
100-5185-10-03	Long/Short Term Disability	1,013.00		1,013.00	135.99	66.35		13.42	877.01
100-5186-10-03	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	200.00	100.00		16.67	1,000.00
	Subtotal object - 05	726,202.00		726,202.00	104,247.96	55,414.11		14.36	621,954.04
100-5210-10-03	Office Supplies	4,500.00		4,500.00	105.44	105.44		2.34	4,394.56
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	1,084.73	767.99		12.36	7,697.27

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
100-5240-10-03	Postage and Delivery	2,250.00		2,250.00	437.96	290.71		19.47	1,812.04
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	1,628.13	1,164.14		8.47	17,596.87
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		41,925.00	10.53	575.00
100-5414-10-03	Appraisal/Tax Fees	203,300.00		203,300.00	48,663.50	48,663.50	108,196.50	23.94	46,440.00
100-5418-10-03	IT Fees	88,540.00		88,540.00	17,513.53	108.75		19.78	71,026.47
100-5419-10-03	IT Licenses	10,000.00		10,000.00	7,500.00			75.00	2,500.00
100-5430-10-03	Legal Fees	8,000.00		8,000.00	703.00	703.00		8.79	7,297.00
100-5435-10-03	Legal Notices/Filings	100.00		100.00	67.20	67.20		67.20	32.80
	Subtotal object - 05	362,015.00		362,015.00	79,447.23	49,542.45	150,121.50	21.95	132,446.27
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	500.00	500.00		5.77	8,165.00
	Subtotal object - 05	14,291.00		14,291.00	500.00	500.00		3.50	13,791.00
100-7145-10-03	Transfer to VERF	213.00		213.00	35.50	17.75		16.67	177.50
	Subtotal object - 07	213.00		213.00	35.50	17.75		16.67	177.50
<b>Program number: 3</b>	<b>FINANCE</b>	<b>1,123,446.00</b>		<b>1,123,446.00</b>	<b>185,858.82</b>	<b>106,638.45</b>	<b>150,121.50</b>	<b>16.54</b>	<b>787,465.68</b>
<b>Program number: 4</b>	<b>HUMAN RESOURCES</b>								
100-5110-10-04	Salaries & Wages	294,686.00		294,686.00	42,796.99	21,354.78		14.52	251,889.01
100-5140-10-04	Salaries - Longevity Pay	510.00		510.00	470.00	470.00		92.16	40.00
100-5143-10-04	Cell Phone Allowance	1,020.00		1,020.00	170.00	85.00		16.67	850.00
100-5145-10-04	Social Security Expense	18,366.00		18,366.00	2,592.17	1,307.96		14.11	15,773.83
100-5150-10-04	Medicare Expense	4,296.00		4,296.00	606.25	305.91		14.11	3,689.75
100-5155-10-04	SUTA Expense	810.00		810.00	116.96	56.86		14.44	693.04
100-5160-10-04	Health Insurance	28,944.00		28,944.00	3,875.94	1,844.22		13.39	25,068.06
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	221.24	110.62		16.57	1,113.76
100-5170-10-04	Life Insurance/AD&D	420.00		420.00	40.52	20.26		9.65	379.48
100-5175-10-04	Liability (TML)/Workers' Comp	800.00		800.00	117.31	59.17		14.66	682.69
100-5180-10-04	TMRS Expense	40,700.00		40,700.00	5,882.51	2,967.15		14.45	34,817.49
100-5185-10-04	Long/Short Term Disability	476.00		476.00	72.32	36.16		15.19	403.68
100-5186-10-04	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	178.32	89.16		14.86	1,021.68
100-5191-10-04	Hiring Cost	25,000.00		25,000.00	8,979.56	2,218.54		35.92	16,020.44
	Subtotal object - 05	421,563.00		421,563.00	66,120.09	30,925.79		15.69	355,442.91
100-5210-10-04	Office Supplies	1,400.00		1,400.00	12.89	12.89		0.92	1,387.11
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	453.91	149.78		12.97	3,046.09
100-5240-10-04	Postage and Delivery	500.00		500.00	0.70	0.70		0.14	499.30
100-5280-10-04	Printing and Reproduction	500.00		500.00				-	500.00
	Subtotal object - 05	7,400.00		7,400.00	467.50	163.37		6.32	6,932.50
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	380.00	380.00		3.17	11,620.00
100-5435-10-04	Legal Notices/Filings	150.00		150.00	53.20	53.20		35.47	96.80
100-5480-10-04	Contracted Services	3,000.00		3,000.00				-	3,000.00
	Subtotal object - 05	25,150.00		25,150.00	433.20	433.20		1.72	24,716.80

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
100-5526-10-04	Data Network	480.00		480.00				-	480.00
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	415.00	207.50		16.67	2,075.00
	Subtotal object - 07	2,490.00		2,490.00	415.00	207.50		16.67	2,075.00
<b>Program number: 4</b>	<b>HUMAN RESOURCES</b>	<b>491,183.00</b>		<b>491,183.00</b>	<b>67,435.79</b>	<b>31,729.86</b>		<b>13.73</b>	<b>423,747.21</b>
<b>Program number: 5</b>	<b>INFORMATION TECHNOLOGY</b>								
100-5110-10-05	Salaries & Wages	446,176.00		446,176.00	40,431.64	20,215.82		9.06	405,744.36
100-5115-10-05	Salaries - Overtime	5,360.00		5,360.00	545.37	163.50		10.18	4,814.63
100-5140-10-05	Salaries - Longevity Pay	650.00		650.00	650.00	650.00		100.00	
100-5143-10-05	Cell Phone Allowance	9,000.00		9,000.00	750.00	375.00		8.33	8,250.00
100-5145-10-05	Social Security Expense	28,594.00		28,594.00	2,325.23	1,179.10		8.13	26,268.77
100-5150-10-05	Medicare Expense	6,687.00		6,687.00	543.80	275.76		8.13	6,143.20
100-5155-10-05	SUTA Expense	972.00		972.00				-	972.00
100-5160-10-05	Health Insurance	58,284.00		58,284.00	6,017.92	3,008.96		10.33	52,266.08
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	229.48	114.74		8.70	2,408.52
100-5170-10-05	Life Insurance/AD&D	559.00		559.00	67.20	33.60		12.02	491.80
100-5175-10-05	Liability (TML)/Workers' Comp	1,227.00		1,227.00	112.46	56.91		9.17	1,114.54
100-5180-10-05	TMRS Expense	62,999.00		62,999.00	5,663.38	2,860.91		8.99	57,335.62
100-5185-10-05	Long/Short Term Disability	862.00		862.00	76.80	38.40		8.91	785.20
100-5186-10-05	WELLE-Wellness Prog Reimb Empl	3,000.00		3,000.00	200.00	100.00		6.67	2,800.00
	Subtotal object - 05	630,758.00		630,758.00	57,613.28	29,072.70		9.13	573,144.72
100-5210-10-05	Office Supplies	400.00		400.00	45.88	45.88		11.47	354.12
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	328.28	328.28		2.74	11,671.72
100-5230-10-05	Dues,Fees,& Subscriptions	685.00		685.00	175.00	175.00		25.55	510.00
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	549.16	549.16		2.40	22,335.84
100-5330-10-05	Copier Expense	36,000.00		36,000.00	6,269.42	6,269.42	29,730.58	17.42	
	Subtotal object - 05	36,000.00		36,000.00	6,269.42	6,269.42	29,730.58	17.42	
100-5400-10-05	Uniform Expense	900.00		900.00				-	900.00
100-5418-10-05	IT Fees	38,640.00		38,640.00	4,980.83	4,693.83	25,242.00	12.89	8,417.17
100-5419-10-05	IT Licenses	371,372.00		371,372.00	36,714.03	36,714.03		9.89	334,657.97
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	329.00	329.00	4,788.00	0.63	47,328.00
	Subtotal object - 05	465,257.00		465,257.00	42,023.86	41,736.86	30,030.00	9.03	393,203.14
100-5520-10-05	Telephones	39,175.00		39,175.00	5,953.60	3,841.81		15.20	33,221.40
100-5526-10-05	Data Network	27,656.00		27,656.00	(462.95)	(462.95)		(1.67)	28,118.95
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	5,490.65	3,378.86		6.58	77,960.35
100-5620-10-05	Tools & Equipment	300.00		300.00				-	300.00

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
100-5630-10-05	Safety Equipment	150.00		150.00				-	150.00
	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	6,568.34	3,284.17		16.67	32,841.66
	Subtotal object - 07	39,410.00		39,410.00	6,568.34	3,284.17		16.67	32,841.66
<b>Program number: 5</b>	<b>INFORMATION TECHNOLOGY</b>	<b>1,308,211.00</b>		<b>1,308,211.00</b>	<b>118,514.71</b>	<b>84,291.17</b>	<b>59,760.58</b>	<b>9.06</b>	<b>1,129,935.71</b>
<b>Program number: 6</b>	<b>COMMUNICATIONS</b>								
100-5110-10-06	Salaries & Wages	212,268.00		212,268.00	21,162.00	14,108.00		9.97	191,106.00
100-5140-10-06	Salaries - Longevity Pay	685.00		685.00	685.00	685.00		100.00	
100-5143-10-06	Cell Phone Allowance	1,020.00		1,020.00	85.00	85.00		8.33	935.00
100-5145-10-06	Social Security Expense	13,267.00		13,267.00	1,351.18	915.23		10.19	11,915.82
100-5150-10-06	Medicare Expense	3,103.00		3,103.00	316.00	214.05		10.18	2,787.00
100-5155-10-06	SUTA Expense	486.00		486.00				-	486.00
100-5160-10-06	Health Insurance	10,191.00		10,191.00	794.64	529.76		7.80	9,396.36
100-5165-10-06	Dental Expense	432.00		432.00	51.03	34.02		11.81	380.97
100-5170-10-06	Life Insurance/AD&D	307.00		307.00	32.07	21.38		10.45	274.93
100-5175-10-06	Liability (TML)/Workers Comp	578.00		578.00	59.15	40.05		10.23	518.85
100-5180-10-06	TMRS Expense	29,400.00		29,400.00	2,966.03	2,008.28		10.09	26,433.97
100-5185-10-06	Long/Short Term Disability	353.00		353.00	40.20	26.80		11.39	312.80
100-5186-10-06	WELLE-Wellness Prog Reimb Empl	600.00		600.00	58.74	39.16		9.79	541.26
	Subtotal object - 05	272,690.00		272,690.00	27,601.04	18,706.73		10.12	245,088.96
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
<b>Program number: 6</b>	<b>COMMUNICATIONS</b>	<b>305,431.00</b>		<b>305,431.00</b>	<b>27,601.04</b>	<b>18,706.73</b>		<b>9.04</b>	<b>277,829.96</b>
<b>Program number: 7</b>	<b>MUNICIPAL COURT</b>								
100-5110-10-07	Salaries & Wages	208,911.00		208,911.00	30,359.76	14,335.04		14.53	178,551.24
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	1,942.41	1,942.41		50.00	1,942.59
100-5140-10-07	Salaries - Longevity Pay	690.00		690.00	585.00	585.00		84.78	105.00
100-5143-10-07	Cell Phone Allowance				120.00	60.00		-	(120.00)
100-5145-10-07	Social Security Expense	13,298.00		13,298.00	1,977.13	1,014.45		14.87	11,320.87
100-5150-10-07	Medicare Expense	3,110.00		3,110.00	462.39	237.25		14.87	2,647.61

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
100-5155-10-07	SUTA Expense	648.00		648.00				-	648.00
100-5160-10-07	Health Insurance	28,944.00		28,944.00	2,353.92	1,176.96		8.13	26,590.08
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	150.32	75.16		11.20	1,191.68
100-5170-10-07	Life Insurance/AD&D	338.00		338.00	42.21	18.76		12.49	295.79
100-5175-10-07	Liability (TML)/Workers' Comp	1,190.00		1,190.00	251.60	124.01		21.14	938.40
100-5180-10-07	TMRS Expense	29,469.00		29,469.00	4,466.46	2,289.94		15.16	25,002.54
100-5185-10-07	Long/Short Term Disability	348.00		348.00	44.65	21.04		12.83	303.35
100-5186-10-07	WELLE-Wellness Prog Reimb Empl	600.00		600.00	100.00	50.00		16.67	500.00
	Subtotal object - 05	294,543.00		294,543.00	42,855.85	21,930.02		14.55	251,687.15
100-5210-10-07	Office Supplies	2,290.00		2,290.00	341.72	341.72		14.92	1,948.28
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	287.05	120.95		7.55	3,512.95
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	628.77	462.67		7.36	7,911.23
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	94.77	6.00		11.85	705.23
100-5352-10-07	FUEL	600.00		600.00	20.50	20.50		3.42	579.50
100-5353-10-07	OIL/GREASE/INSPECTIONS	300.00		300.00				-	300.00
	Subtotal object - 05	6,251.00		6,251.00	115.27	26.50		1.84	6,135.73
100-5410-10-07	Professional Services	3,500.00		3,500.00	300.00	300.00		8.57	3,200.00
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			14.38	3,253.62
100-5420-10-07	Municipal Court/Judge Fees	41,800.00		41,800.00	6,800.00	6,800.00	34,000.00	16.27	1,000.00
100-5425-10-07	State Fines Expense	3,500.00		3,500.00	91.41	91.41		2.61	3,408.59
100-5430-10-07	Legal Fees	45,000.00		45,000.00	4,675.00	4,675.00		10.39	40,325.00
	Subtotal object - 05	101,400.00		101,400.00	12,412.79	11,866.41	34,000.00	12.24	54,987.21
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	128.16	64.08		16.67	640.84
	Subtotal object - 07	769.00		769.00	128.16	64.08		16.67	640.84
<b>Program number: 7</b>	<b>MUNICIPAL COURT</b>	<b>413,263.00</b>		<b>413,263.00</b>	<b>56,140.84</b>	<b>34,349.68</b>	<b>34,000.00</b>	<b>13.59</b>	<b>323,122.16</b>
<b>Program number: 99</b>	<b>NON-DEPARTMENTAL</b>								
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	14,959.11	11,442.99		2.36	619,040.89
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	141.66	51.99		7.57	1,730.34
100-5352-10-99	Fuel	1,000.00		1,000.00	15.61	15.61		1.56	984.39
	Subtotal object - 05	661,872.00		661,872.00	15,116.38	11,510.59		2.28	646,755.62
100-5410-10-99	Professional Services	81,000.00		81,000.00	8,425.00	8,425.00	52,575.00	10.40	20,000.00
100-5415-10-99	Tuition Reimbursement	30,395.00		30,395.00	3,316.69			10.91	27,078.31
100-5480-10-99	Contracted Services	36,000.00		36,000.00	7,300.00	4,300.00	33,000.00	20.28	(4,300.00)



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	147,395.00		147,395.00	19,041.69	12,725.00	85,575.00	12.92	42,778.31
100-5600-10-99	Special Events	11,000.00		11,000.00	456.49	416.51		4.15	10,543.51
	Subtotal object - 05	11,000.00		11,000.00	456.49	416.51		4.15	10,543.51
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
100-6610-10-99	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		4,900.00	9.49	40,355.00
	Subtotal object - 07	50,000.00		50,000.00	4,745.00		4,900.00	9.49	40,355.00
100-7145-10-99	Transfer to VERF	3,702.00		3,702.00	617.00	308.50		16.67	3,085.00
	Subtotal object - 07	3,702.00		3,702.00	617.00	308.50		16.67	3,085.00
<b>Program number: 99</b>	<b>NON-DEPARTMENTAL</b>	<b>873,383.00</b>	<b>527,000.00</b>	<b>1,400,383.00</b>	<b>39,976.56</b>	<b>24,960.60</b>	<b>90,475.00</b>	<b>2.86</b>	<b>1,269,931.44</b>
<b>Department number: 10</b>	<b>ADMINISTRATION</b>	<b>5,598,394.00</b>	<b>527,000.00</b>	<b>6,125,394.00</b>	<b>611,029.07</b>	<b>367,612.51</b>	<b>345,369.25</b>	<b>9.98</b>	<b>5,168,995.68</b>
<b>Program number: 1</b>	<b>OPERATIONS</b>								
100-5110-20-01	Salaries & Wages	2,616,555.00		2,616,555.00	340,828.93	169,268.27		13.03	2,275,726.07
100-5115-20-01	Salaries - Overtime	229,166.00		229,166.00	38,810.10	20,431.13		16.94	190,355.90
100-5126-20-01	Salaries-Vacation Buy-Out	15,188.00		15,188.00	8,603.46	8,603.46		56.65	6,584.54
100-5127-20-01	Salaries-Certification Pay	28,980.00		28,980.00	3,313.72	1,656.86		11.44	25,666.28
100-5140-20-01	Salaries - Longevity Pay	5,895.00		5,895.00	5,090.00	5,090.00		86.34	805.00
100-5143-20-01	Cell Phone Allowance	3,000.00		3,000.00	500.00	250.00		16.67	2,500.00
100-5145-20-01	Social Security Expense	179,909.00		179,909.00	22,479.59	11,412.18		12.50	157,429.41
100-5150-20-01	Medicare Expense	42,075.00		42,075.00	5,615.14	2,905.04		13.35	36,459.86
100-5155-20-01	SUTA Expense	5,184.00		5,184.00	19.68	19.68		0.38	5,164.32
100-5160-20-01	Health Insurance	270,804.00		270,804.00	28,484.76	14,121.14		10.52	242,319.24
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	1,652.97	817.98		13.34	10,741.03
100-5170-20-01	Life Insurance/AD&D	10,061.00		10,061.00	1,569.26	769.00		15.60	8,491.74
100-5175-20-01	Liability (TML)/Workers' Comp	67,596.00		67,596.00	9,678.72	5,000.92		14.32	57,917.28
100-5180-20-01	TMRS Expense	397,970.00		397,970.00	53,818.94	27,820.26		13.52	344,151.06
100-5185-20-01	Long/Short Term Disability	5,059.00		5,059.00	612.36	292.69		12.10	4,446.64
100-5186-20-01	WELLE-Wellness Prog Reimb Empl	11,400.00		11,400.00	834.96	417.48		7.32	10,565.04
100-5191-20-01	Hiring Cost	55.00		55.00	11.00	11.00		20.00	44.00
100-5192-20-01	Physical & Psychological	1,750.00		1,750.00	600.00	600.00		34.29	1,150.00
	Subtotal object - 05	3,913,541.00		3,913,541.00	522,523.59	269,487.09		13.35	3,391,017.41
100-5210-20-01	Office Supplies	18,335.00		18,335.00	372.56	372.56		2.03	17,962.44
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	2,406.44	2,406.44	3,639.00	19.42	6,344.56
100-5230-20-01	Dues,Fees,& Subscriptions	8,360.00		8,360.00	770.99	145.99		9.22	7,589.01
100-5240-20-01	Postage and Delivery	1,500.00		1,500.00	389.84	270.29		25.99	1,110.16
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	206.61	206.61		16.52	1,044.39
100-5290-20-01	Other Charges and Services	2,500.00		2,500.00	597.98	344.52		23.92	1,902.02
	Subtotal object - 05	152,236.00		152,236.00	4,744.42	3,746.41	3,639.00	3.12	143,852.58
100-5310-20-01	Rental Expense	3,000.00		3,000.00	344.20	344.20		11.47	2,655.80
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
100-5340-20-01	Building Repairs				29.82	29.82		-	(29.82)
100-5350-20-01	Vehicle Expense	91,700.00		91,700.00	10,109.04	5,909.38		11.02	81,590.96
100-5352-20-01	Fuel	93,400.00		93,400.00	4,688.24	4,688.24		5.02	88,711.76
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	15,171.30	10,971.64		7.90	176,978.70

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
100-5400-20-01	Uniform Expense	62,848.00		62,848.00	4,810.89	4,810.89		7.66	58,037.11
100-5410-20-01	Professional Services	2,500.00		2,500.00	2,155.89	2,155.89		86.24	344.11
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	1,251.50	1,251.50		7.36	15,748.50
100-5480-20-01	Contracted Services	21,484.00		21,484.00	14,808.99	6,750.00	10,070.09	68.93	(3,395.08)
	Subtotal object - 05	138,260.00		138,260.00	23,027.27	14,968.28	10,070.09	16.66	105,162.64
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)
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	810.00	810.00		41.97	1,120.00
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	2,649.98	2,649.98		4.20	60,475.02
	Subtotal object - 05	88,405.00		88,405.00	3,542.72	3,459.98		4.01	84,862.28
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	5,814.49	594.99		8.11	65,927.51
100-5630-20-01	Safety Equipment	5,000.00		5,000.00				-	5,000.00
	Subtotal object - 05	81,742.00		81,742.00	5,814.49	594.99		7.11	75,927.51
100-6140-20-01	Capital Expense-Equipment		100,000.00	100,000.00				-	100,000.00
100-6160-20-01	Capital Expense-Vehicles	90,564.00		90,564.00				-	90,564.00
	Subtotal object - 06	90,564.00	100,000.00	190,564.00				-	190,564.00
100-7145-20-01	Transfer to VERF	268,636.00		268,636.00	44,772.66	22,386.33		16.67	223,863.34
	Subtotal object - 07	268,636.00		268,636.00	44,772.66	22,386.33		16.67	223,863.34
<b>Program number: 1</b>	<b>OPERATIONS</b>	<b>4,925,534.00</b>	<b>100,000.00</b>	<b>5,025,534.00</b>	<b>619,596.45</b>	<b>325,614.72</b>	<b>13,709.09</b>	<b>12.33</b>	<b>4,392,228.46</b>
<b>Program number: 5</b>	<b>DISPATCH</b>								
100-5110-20-05	Salaries & Wages	648,276.00		648,276.00	85,655.41	42,853.70		13.21	562,620.59
100-5115-20-05	Salaries - Overtime	10,545.00		10,545.00	8,049.85	4,450.32		76.34	2,495.15
100-5126-20-05	Salaries-Vacation Buy-Out	4,051.00		4,051.00	793.92	793.92		19.60	3,257.08
100-5127-20-05	Salaries-Certification Pay	13,560.00		13,560.00	2,353.76	1,176.88		17.36	11,206.24
100-5140-20-05	Salaries - Longevity Pay	1,995.00		1,995.00	1,820.00	1,820.00		91.23	175.00
100-5145-20-05	Social Security Expense	42,063.00		42,063.00	5,930.66	3,074.33		14.10	36,132.34
100-5150-20-05	Medicare Expense	9,838.00		9,838.00	1,387.00	718.99		14.10	8,451.00
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	11,087.00	5,543.50		10.42	95,305.00
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	717.96	358.98		13.82	4,478.04
100-5170-20-05	Life Insurance/AD&D	1,376.00		1,376.00	206.36	103.18		15.00	1,169.64
100-5175-20-05	Liability (TML)/Workers' Comp	1,956.00		1,956.00	260.25	134.49		13.31	1,695.75
100-5180-20-05	TMRS Expense	93,046.00		93,046.00	13,413.32	6,944.72		14.42	79,632.68
100-5185-20-05	Long/Short Term Disability	1,232.00		1,232.00	154.78	76.62		12.56	1,077.22
100-5186-20-05	WELLE-Wellness Prog Reimb Empl	4,200.00		4,200.00	391.60	195.80		9.32	3,808.40
	Subtotal object - 05	954,832.00		954,832.00	132,221.87	68,245.43		13.85	822,610.13
100-5210-20-05	Office Supplies	5,000.00		5,000.00	128.85	48.93		2.58	4,871.15
100-5212-20-05	Building Supplies	500.00		500.00	702.61	303.31		140.52	(202.61)
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	893.00	893.00		25.37	2,627.00
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	1,724.46	1,245.24		11.04	13,895.54
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

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
100-5400-20-05	Uniform Expense	2,790.00		2,790.00				-	2,790.00
100-5419-20-05	IT Licenses				2,400.00	2,400.00	3,400.00	-	(5,800.00)
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	11,199.96		15.22	62,413.04
	Subtotal object - 05	77,403.00		77,403.00	13,599.96	13,599.96	3,400.00	17.57	60,403.04
100-5520-20-05	Telephones	1,632.00		1,632.00				-	1,632.00
100-5524-20-05	Gas				99.69	99.69		-	(99.69)
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	99.69	99.69		0.61	16,282.31
100-5600-20-05	Special Events	3,000.00		3,000.00	48.71			1.62	2,951.29
	Subtotal object - 05	3,000.00		3,000.00	48.71			1.62	2,951.29
100-6140-20-05	Capital Expense-Equipment				20,634.00	20,634.00		-	(20,634.00)
	Subtotal object - 06				20,634.00	20,634.00		-	(20,634.00)
100-7145-20-05	Transfer to VERF	3,713.00		3,713.00	618.84	309.42		16.67	3,094.16
	Subtotal object - 07	3,713.00		3,713.00	618.84	309.42		16.67	3,094.16
<b>Program number: 5</b>	<b>DISPATCH</b>	<b>1,071,950.00</b>		<b>1,071,950.00</b>	<b>168,947.53</b>	<b>104,133.74</b>	<b>3,400.00</b>	<b>15.76</b>	<b>899,602.47</b>
<b>Department number: 20</b>	<b>POLICE</b>	<b>5,997,484.00</b>	<b>100,000.00</b>	<b>6,097,484.00</b>	<b>788,543.98</b>	<b>429,748.46</b>	<b>17,109.09</b>	<b>12.93</b>	<b>5,291,830.93</b>
<b>Program number: 1</b>	<b>OPERATIONS</b>								
100-5110-30-01	Salaries & Wages	3,563,406.00		3,563,406.00	478,310.51	238,705.11		13.42	3,085,095.49
100-5115-30-01	Salaries - Overtime	587,168.00		587,168.00	83,947.14	53,465.68		14.30	503,220.86
100-5116-30-01	Salaries - FLSA Overtime	88,848.00		88,848.00	8,355.40	3,729.04		9.40	80,492.60
100-5126-30-01	Salaries-Vacation Buy-Out	2,978.00		2,978.00	3,096.39	3,096.39		103.98	(118.39)
100-5127-30-01	Salaries-Certification Pay	49,620.00		49,620.00	7,489.15	3,757.04		15.09	42,130.85
100-5140-30-01	Salaries - Longevity Pay	14,595.00		14,595.00	13,940.00	13,940.00		95.51	655.00
100-5143-30-01	Cell Phone Allowance	12,720.00		12,720.00	1,610.00	805.00		12.66	11,110.00
100-5145-30-01	Social Security Expense	262,291.00		262,291.00	33,447.67	17,492.35		12.75	228,843.33
100-5150-30-01	Medicare Expense	61,343.00		61,343.00	8,188.61	4,371.69		13.35	53,154.39
100-5155-30-01	SUTA Expense	8,424.00		8,424.00	156.90	66.90		1.86	8,267.10
100-5160-30-01	Health Insurance	338,076.00		338,076.00	53,846.20	26,790.66		15.93	284,229.80
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	2,373.61	1,178.30		14.75	13,721.39
100-5170-30-01	Life Insurance/AD&D	12,702.00		12,702.00	2,006.90	987.82		15.80	10,695.10
100-5171-30-01	Life Insurance-Supplemental	8,000.00		8,000.00	6,241.00			78.01	1,759.00
100-5175-30-01	Liability (TML)/Workers' Comp	107,881.00		107,881.00	14,876.96	7,856.97		13.79	93,004.04
100-5180-30-01	TMRS Expense	554,153.00		554,153.00	77,950.03	41,378.23		14.07	476,202.97
100-5185-30-01	Long/Short Term Disability	6,519.00		6,519.00	835.15	405.58		12.81	5,683.85
100-5186-30-01	WELLE-Wellness Prog Reimb Empl	12,600.00		12,600.00	1,632.86	806.64		12.96	10,967.14
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	798,304.48	418,833.40		13.83	4,973,519.52
100-5210-30-01	Office Supplies	7,800.00		7,800.00	173.93	138.94		2.23	7,626.07
100-5212-30-01	Building Supplies	11,500.00		11,500.00	843.41	739.00		7.33	10,656.59
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	4,582.13	3,752.14		27.94	11,817.87
100-5240-30-01	Postage and Delivery	400.00		400.00	35.29	35.29		8.82	364.71
100-5250-30-01	Publications	500.00		500.00	56.37	56.37		11.27	443.63
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	23.97	23.97		0.53	4,476.03
	Subtotal object - 05	54,945.00		54,945.00	5,715.10	4,745.71		10.40	49,229.90
100-5320-30-01	Repairs & Maintenance	32,000.00		32,000.00	810.94	373.95		2.53	31,189.06

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
100-5330-30-01	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	8,052.71	5,297.46		17.90	36,947.29
100-5350-30-01	Vehicle Expense	101,386.00		101,386.00	8,151.14	7,882.07		8.04	93,234.86
100-5352-30-01	Fuel	38,500.00		38,500.00	2,838.08	2,838.08		7.37	35,661.92
100-5353-30-01	Oil/Grease/Inspections	950.00		950.00	120.91	120.91		12.73	829.09
	Subtotal object - 05	244,209.00		244,209.00	19,973.78	16,512.47		8.18	224,235.22
100-5400-30-01	Uniform Expense	56,500.00		56,500.00			10,000.00	-	46,500.00
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	380.00	380.00		9.50	3,620.00
100-5440-30-01	EMS	141,920.04		141,920.04	15,978.85	5,690.37	12,047.02	11.26	113,894.17
100-5445-30-01	Emergency Management	25,230.00		25,230.00	14,456.94	9,604.74		57.30	10,773.06
100-5480-30-01	Contracted Services	74,000.00		74,000.00	63,627.54	46,672.77	6,750.00	85.98	3,622.46
	Subtotal object - 05	318,070.04		318,070.04	94,443.33	62,347.88	28,797.02	29.69	194,829.69
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	1,396.99	774.48		7.43	17,403.01
100-5524-30-01	Gas	4,500.00		4,500.00	105.07	105.07		2.34	4,394.93
100-5525-30-01	Electricity	38,500.00		38,500.00	2,500.90	2,500.90		6.50	35,999.10
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	672.00	672.00		31.70	1,448.00
100-5533-30-01	Mileage Expense	750.00		750.00				-	750.00
100-5536-30-01	Training/Seminars	45,586.24		45,586.24	7,282.64	7,282.64		15.98	38,303.60
	Subtotal object - 05	122,368.24		122,368.24	11,957.60	11,335.09		9.77	110,410.64
100-5610-30-01	Fire Fighting Equipment	20,000.00		20,000.00	4,647.06	1,653.06		23.24	15,352.94
100-5620-30-01	Tools & Equipment	1,000.00		1,000.00	31.97	31.97		3.20	968.03
100-5630-30-01	Safety Equipment	72,434.00		72,434.00	2,905.15	2,413.43		4.01	69,528.85
	Subtotal object - 05	93,434.00		93,434.00	7,584.18	4,098.46		8.12	85,849.82
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	88,557.64	44,278.82		16.67	442,788.36
	Subtotal object - 07	531,346.00		531,346.00	88,557.64	44,278.82		16.67	442,788.36
<b>Program number: 1</b>	<b>OPERATIONS</b>	<b>7,204,631.28</b>		<b>7,204,631.28</b>	<b>1,026,536.11</b>	<b>562,151.83</b>	<b>95,156.52</b>	<b>14.25</b>	<b>6,082,938.65</b>
<b>Program number: 5</b>	<b>MARSHAL</b>								
100-5110-30-05	Salaries & Wages	296,961.00		296,961.00	40,441.60	20,220.80		13.62	256,519.40
100-5115-30-05	Salaries - Overtime	24,404.00		24,404.00	3,632.73	1,009.17		14.89	20,771.27
100-5126-30-05	Salaries-Vacation Buy-Out	2,610.00		2,610.00	2,609.60	2,609.60		99.99	0.40
100-5140-30-05	Salaries - Longevity Pay	1,385.00		1,385.00	1,330.00	1,330.00		96.03	55.00
100-5143-30-05	Cell Phone Allowance	3,060.00		3,060.00	510.00	255.00		16.67	2,550.00
100-5145-30-05	Social Security Expense	20,362.00		20,362.00	2,795.69	1,469.93		13.73	17,566.31
100-5150-30-05	Medicare Expense	4,763.00		4,763.00	653.84	343.77		13.73	4,109.16
100-5155-30-05	SUTA Expense	648.00		648.00				-	648.00
100-5160-30-05	Health Insurance	36,279.00		36,279.00	3,916.56	1,958.28		10.80	32,362.44
100-5165-30-05	Dental Insurance	1,639.00		1,639.00	220.52	110.26		13.46	1,418.48
100-5170-30-05	Life Insurance/AD&D	1,162.00		1,162.00	187.56	93.78		16.14	974.44
100-5175-30-05	Liability (TML)/Workers' Comp	7,877.00		7,877.00	1,008.17	512.48		12.80	6,868.83
100-5180-30-05	TMRS Expense	45,069.00		45,069.00	6,501.09	3,407.97		14.43	38,567.91
100-5185-30-05	Long/Short Term Disability	565.00		565.00	76.84	38.42		13.60	488.16
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	63,884.20	33,359.46		14.23	385,027.80
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

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
100-5220-30-05	Office Equipment	2,945.00		2,945.00				-	2,945.00
100-5230-30-05	Dues,Fees,& Subscriptions	750.00		750.00	230.10	230.10		30.68	519.90
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	230.10	230.10		1.44	15,709.90
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	198.82	99.41		6.63	2,801.18
100-5352-30-05	Fuel	3,000.00		3,000.00	154.17	154.17		5.14	2,845.83
100-5353-30-05	Oil/Grease/Inspections	500.00		500.00				-	500.00
	Subtotal object - 05	7,000.00		7,000.00	352.99	253.58		5.04	6,647.01
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	282.00	282.00		4.74	5,668.00
	Subtotal object - 05	8,530.00		8,530.00	282.00	282.00		3.31	8,248.00
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	2,464.50	1,232.25		16.67	12,322.50
	Subtotal object - 07	14,787.00		14,787.00	2,464.50	1,232.25		16.67	12,322.50
<b>Program number: 5</b>	<b>MARSHAL</b>	<b>508,834.00</b>		<b>508,834.00</b>	<b>67,213.79</b>	<b>35,357.39</b>		<b>13.21</b>	<b>441,620.21</b>
<b>Department number: 30</b>	<b>FIRE</b>	<b>7,713,465.28</b>		<b>7,713,465.28</b>	<b>1,093,749.90</b>	<b>597,509.22</b>	<b>95,156.52</b>	<b>14.18</b>	<b>6,524,558.86</b>
<b>Program number: 1</b>	<b>INSPECTIONS</b>								
100-5110-40-01	Salaries & Wages	1,002,143.00		1,002,143.00	122,883.10	61,087.18		12.26	879,259.90
100-5115-40-01	Salaries - Overtime	1,000.00		1,000.00	3,442.52	1,723.36		344.25	(2,442.52)
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	2,965.00	2,965.00		87.98	405.00
100-5143-40-01	Cell Phone Allowance	4,860.00		4,860.00	480.00	240.00		9.88	4,380.00
100-5145-40-01	Social Security Expense	62,981.00		62,981.00	7,567.00	3,850.91		12.02	55,414.00
100-5150-40-01	Medicare Expense	14,730.00		14,730.00	1,769.70	900.60		12.01	12,960.30
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	15,071.29	7,465.33		11.16	120,000.71
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	818.75	393.09		12.53	5,715.25
100-5170-40-01	Life Insurance/AD&D	1,801.00		1,801.00	253.26	121.94		14.06	1,547.74
100-5175-40-01	Liability (TML)/Workers' Comp	4,899.00		4,899.00	868.46	451.69		17.73	4,030.54
100-5180-40-01	TMRS Expense	139,573.00		139,573.00	17,585.88	8,942.98		12.60	121,987.12
100-5185-40-01	Long/Short Term Disability	1,905.00		1,905.00	221.90	104.52		11.65	1,683.10
100-5186-40-01	WELLE-Wellness Prog Reimb Empl	3,000.00		3,000.00	590.38	272.90		19.68	2,409.62
	Subtotal object - 05	1,394,898.00		1,394,898.00	174,517.24	88,519.50		12.51	1,220,380.76
100-5210-40-01	Office Supplies	5,000.00		5,000.00	794.07	794.07		15.88	4,205.93
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	0.50	0.50		2.00	24.50
100-5250-40-01	Publications	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
100-5280-40-01	Printing and Reproduction	1,000.00		1,000.00	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	919.12	794.57		6.31	13,645.88
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	714.50	660.50		6.89	9,656.50
100-5352-40-01	Fuel	6,500.00		6,500.00	532.58	532.58		8.19	5,967.42
	Subtotal object - 05	19,371.00		19,371.00	1,247.08	1,193.08		6.44	18,123.92
100-5400-40-01	Uniform Expense	3,000.00		3,000.00	1,260.68	1,260.68		42.02	1,739.32
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	7,934.79	5,274.76		52.90	7,065.21
100-5480-40-01	Contracted Services	3,000.00		3,000.00				-	3,000.00
	Subtotal object - 05	728,466.00		728,466.00	9,195.47	6,535.44		1.26	719,270.53
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	497.88	497.88		3.51	13,695.12
	Subtotal object - 05	21,488.00		21,488.00	497.88	497.88		2.32	20,990.12
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	818.92	818.92		51.18	781.08
	Subtotal object - 05	3,050.00		3,050.00	818.92	818.92		26.85	2,231.08
100-7145-40-01	Transfer to VEF	29,351.00		29,351.00	4,891.84	2,445.92		16.67	24,459.16
	Subtotal object - 07	29,351.00		29,351.00	4,891.84	2,445.92		16.67	24,459.16
<b>Program number: 1</b>	<b>INSPECTIONS</b>	<b>2,211,189.00</b>		<b>2,211,189.00</b>	<b>192,087.55</b>	<b>100,805.31</b>		<b>8.69</b>	<b>2,019,101.45</b>
<b>Program number: 2</b>	<b>CODE COMPLIANCE</b>								
100-5110-40-02	Salaries & Wages	181,261.00		181,261.00	23,700.80	13,886.40		13.08	157,560.20
100-5115-40-02	Salaries - Overtime	760.00		760.00				-	760.00
100-5140-40-02	Salaries - Longevity Pay	665.00		665.00	690.00	690.00		103.76	(25.00)
100-5143-40-02	Cell Phone Allowance	720.00		720.00	120.00	60.00		16.67	600.00
100-5145-40-02	Social Security Expense	11,372.00		11,372.00	1,387.27	839.33		12.20	9,984.73
100-5150-40-02	Medicare Expense	2,660.00		2,660.00	324.44	196.30		12.20	2,335.56
100-5155-40-02	SUTA Expense	486.00		486.00				-	486.00
100-5160-40-02	Health Insurance	28,944.00		28,944.00	3,519.68	2,002.32		12.16	25,424.32
100-5162-40-02	HSA Expense	750.00		750.00				-	750.00
100-5165-40-02	Dental Insurance	1,292.00		1,292.00	179.34	106.68		13.88	1,112.66
100-5170-40-02	Life Insurance/AD&D	338.00		338.00	46.90	28.14		13.88	291.10
100-5175-40-02	Liability (TML)/Workers' Comp	1,115.00		1,115.00	134.87	74.99		12.10	980.13
100-5180-40-02	TMRS Expense	25,200.00		25,200.00	3,309.28	1,980.41		13.13	21,890.72
100-5185-40-02	Long/Short Term Disability	345.00		345.00	43.85	25.19		12.71	301.15
100-5186-40-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	50.00	50.00		8.33	550.00
	Subtotal object - 05	256,508.00		256,508.00	33,506.43	19,939.76		13.06	223,001.57
100-5210-40-02	Office Supplies	500.00		500.00	125.68	125.68		25.14	374.32
100-5220-40-02	Office Equipment	500.00		500.00	434.45	434.45		86.89	65.55
100-5230-40-02	Dues,Fees,& Subscriptions	1,095.00		1,095.00	192.00	132.00		17.53	903.00
100-5240-40-02	Postage and Delivery	500.00		500.00	109.20	54.60		21.84	390.80
100-5280-40-02	Printing and Reproduction	1,350.00		1,350.00	58.30			4.32	1,291.70
	Subtotal object - 05	3,945.00		3,945.00	919.63	746.73		23.31	3,025.37
100-5330-40-02	Copier Expense	50.00		50.00				-	50.00
100-5350-40-02	Vehicle Expense	2,867.00		2,867.00	256.34	145.67		8.94	2,610.66
100-5352-40-02	Fuel	1,800.00		1,800.00	76.28	76.28		4.24	1,723.72

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	4,717.00		4,717.00	332.62	221.95		7.05	4,384.38
100-5400-40-02	Uniform Expense	600.00		600.00	121.96	121.96		20.33	478.04
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	1,045.00	1,045.00		59.71	705.00
100-5435-40-02	Legal Notices/Filings	250.00		250.00	68.00	68.00		27.20	182.00
100-5480-40-02	Contracted Services	125,137.00		125,137.00				-	125,137.00
	Subtotal object - 05	129,177.00		129,177.00	1,234.96	1,234.96		0.96	127,942.04
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	252.82	(6.68)		63.21	147.18
100-5640-40-02	Signs & Hardware	200.00		200.00				-	200.00
	Subtotal object - 05	850.00		850.00	252.82	(6.68)		29.74	597.18
100-7145-40-02	Transfer to VERF	8,495.00		8,495.00	1,415.84	707.92		16.67	7,079.16
	Subtotal object - 07	8,495.00		8,495.00	1,415.84	707.92		16.67	7,079.16
<b>Program number: 2</b>	<b>CODE COMPLIANCE</b>	<b>408,786.00</b>		<b>408,786.00</b>	<b>37,662.30</b>	<b>22,844.64</b>		<b>9.21</b>	<b>371,123.70</b>
<b>Program number: 3</b>	<b>PLANNING</b>								
100-5110-40-03	Salaries & Wages	408,567.00		408,567.00	62,672.85	31,499.43		15.34	345,894.15
100-5115-40-03	Salaries - Overtime	2,000.00		2,000.00	279.27	51.73		13.96	1,720.73
100-5126-40-03	Salaries-Vacation Buy-Out	5,935.00		5,935.00	4,910.16	4,910.16		82.73	1,024.84
100-5140-40-03	Salaries - Longevity Pay	1,980.00		1,980.00	1,970.00	1,970.00		99.50	10.00
100-5143-40-03	Cell Phone Allowance	2,760.00		2,760.00	460.00	230.00		16.67	2,300.00
100-5145-40-03	Social Security Expense	26,117.00		26,117.00	4,057.77	2,246.83		15.54	22,059.23
100-5150-40-03	Medicare Expense	6,108.00		6,108.00	948.99	525.46		15.54	5,159.01
100-5155-40-03	SUTA Expense	810.00		810.00				-	810.00
100-5160-40-03	Health Insurance	48,240.00		48,240.00	8,668.56	4,334.28		17.97	39,571.44
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	374.80	187.40		16.66	1,875.20
100-5170-40-03	Life Insurance/AD&D	638.00		638.00	102.84	51.42		16.12	535.16
100-5175-40-03	Liability (TML)/Workers' Comp	1,606.00		1,606.00	260.87	140.62		16.24	1,345.13
100-5180-40-03	TMRS Expense	57,879.00		57,879.00	9,492.96	5,222.44		16.40	48,386.04
100-5185-40-03	Long/Short Term Disability	777.00		777.00	119.07	59.85		15.32	657.93
100-5186-40-03	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	278.32	139.16		15.46	1,521.68
	Subtotal object - 05	574,217.00		574,217.00	94,596.46	51,568.78		16.47	479,620.54
100-5210-40-03	Office Supplies	2,200.00		2,200.00	133.46	94.97		6.07	2,066.54
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	398.00	100.00		13.27	2,601.00
100-5240-40-03	Postage and Delivery	550.00		550.00	28.20	17.00		5.13	521.80
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	559.66	211.97		7.83	6,589.34
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		88,491.50	6.65	16,808.50
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

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
100-5430-40-03	Legal Fees	28,000.00		28,000.00	2,281.95	2,281.95		8.15	25,718.05
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	9,781.95	2,281.95	88,491.50	6.23	58,848.55
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
	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	252.00	126.00		16.67	1,260.00
	Subtotal object - 07	1,512.00		1,512.00	252.00	126.00		16.67	1,260.00
<b>Program number: 3</b>	<b>PLANNING</b>	<b>751,329.00</b>		<b>751,329.00</b>	<b>105,190.07</b>	<b>54,188.70</b>	<b>88,491.50</b>	<b>14.00</b>	<b>557,647.43</b>
<b>Department number: 40</b>	<b>DEVELOPMENT SERVICES</b>	<b>3,371,304.00</b>		<b>3,371,304.00</b>	<b>334,939.92</b>	<b>177,838.65</b>	<b>88,491.50</b>	<b>9.94</b>	<b>2,947,872.58</b>
<b>Program number: 1</b>	<b>STREETS</b>								
100-5110-50-01	Salaries & Wages	393,871.00		393,871.00	61,729.88	30,849.05		15.67	332,141.12
100-5115-50-01	Salaries - Overtime	15,763.00		15,763.00	1,278.44	443.21		8.11	14,484.56
100-5140-50-01	Salaries - Longevity Pay	2,485.00		2,485.00	2,355.00	2,355.00		94.77	130.00
100-5145-50-01	Social Security Expense	25,490.00		25,490.00	3,756.22	1,937.98		14.74	21,733.78
100-5150-50-01	Medicare Expense	5,962.00		5,962.00	878.46	453.22		14.73	5,083.54
100-5155-50-01	SUTA Expense	972.00		972.00				-	972.00
100-5160-50-01	Health Insurance	77,184.00		77,184.00	11,970.72	5,985.36		15.51	65,213.28
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	575.12	287.56		16.48	2,914.88
100-5170-50-01	Life Insurance/AD&D	901.00		901.00	150.08	75.04		16.66	750.92
100-5175-50-01	Liability (TML)/Workers' Comp	17,781.00		17,781.00	3,007.48	1,555.17		16.91	14,773.52
100-5180-50-01	TMRS Expense	56,488.00		56,488.00	8,877.27	4,569.36		15.72	47,610.73
100-5185-50-01	Long/Short Term Disability	749.00		749.00	109.13	55.79		14.57	639.87
100-5186-50-01	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	200.00	100.00		16.67	1,000.00
	Subtotal object - 05	609,086.00		609,086.00	94,887.80	48,666.74		15.58	514,198.20
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	4,204.50	1,400.00		11.68	31,795.50
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	274.31	274.31		0.91	29,725.69
100-5326-50-01	Street Light Repairs				446.00	446.00		-	(446.00)
100-5340-50-01	Building Repairs	500.00		500.00				-	500.00
100-5350-50-01	Vehicle Expense	13,440.00		13,440.00	1,153.19	711.87		8.58	12,286.81
100-5351-50-01	Equipment Expense/Repair	8,000.00		8,000.00	284.95			3.56	7,715.05
100-5352-50-01	Fuel	11,500.00		11,500.00	1,166.13	1,166.13		10.14	10,333.87
100-5353-50-01	Oil/Grease/Inspections	600.00		600.00				-	600.00
	Subtotal object - 05	100,540.00		100,540.00	7,529.08	3,998.31		7.49	93,010.92
100-5400-50-01	Uniform Expense	6,500.00		6,500.00	1,778.53	1,516.54		27.36	4,721.47
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 Services	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	1,778.53	1,516.54		0.12	1,508,948.47
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	73.16	39.96		14.63	426.84
100-5525-50-01	Electricity	2,500.00		2,500.00	250.00	250.00		10.00	2,250.00
100-5526-50-01	Data Network	1,500.00		1,500.00	41.59	41.59		2.77	1,458.41



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
100-5527-50-01	Electricity - Street Lights	219,000.00		219,000.00	20,592.64	20,592.64		9.40	198,407.36
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	20,957.39	20,924.19		9.10	209,442.61
100-5620-50-01	Tools & Equipment	8,500.00		8,500.00	19.99			0.24	8,480.01
100-5630-50-01	Safety Equipment	5,000.00		5,000.00	180.00			3.60	4,820.00
100-5640-50-01	Signs & Hardware	48,000.00		48,000.00	9,338.06	6,630.81		19.45	38,661.94
100-5650-50-01	Maintenance Materials	100,000.00		100,000.00	6,065.46		26,874.29	6.07	67,060.25
	Subtotal object - 05	161,500.00		161,500.00	15,603.51	6,630.81	26,874.29	9.66	119,022.20
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	8,385.84	4,192.92		16.67	41,929.16
	Subtotal object - 07	50,315.00		50,315.00	8,385.84	4,192.92		16.67	41,929.16
<b>Program number: 1</b>	<b>STREETS</b>	<b>2,691,528.00</b>		<b>2,691,528.00</b>	<b>149,142.15</b>	<b>85,929.51</b>	<b>26,874.29</b>	<b>5.54</b>	<b>2,515,511.56</b>
<b>Program number: 5</b>	<b>FACILITIES MANAGEMENT</b>								
100-5212-50-05	Building Supplies	6,000.00		6,000.00	6,699.73	336.87		111.66	(699.73)
	Subtotal object - 05	6,000.00		6,000.00	6,699.73	336.87		111.66	(699.73)
100-5340-50-05	Building Repairs	19,500.00		19,500.00	314.85	314.85		1.62	19,185.15
	Subtotal object - 05	19,500.00		19,500.00	314.85	314.85		1.62	19,185.15
100-5480-50-05	Contracted Services	375,351.00		375,351.00	62.49	(647.51)	375,000.00	0.02	288.51
	Subtotal object - 05	375,351.00		375,351.00	62.49	(647.51)	375,000.00	0.02	288.51
100-5523-50-05	Water/Sewer Charges	20,000.00		20,000.00	4,899.65	2,421.56		24.50	15,100.35
100-5524-50-05	Gas				173.15	173.15		-	(173.15)
100-5525-50-05	Electricity	160,000.00		160,000.00	8,604.11	8,604.11		5.38	151,395.89
	Subtotal object - 05	180,000.00		180,000.00	13,676.91	11,198.82		7.60	166,323.09
<b>Program number: 5</b>	<b>FACILITIES MANAGEMENT</b>	<b>580,851.00</b>		<b>580,851.00</b>	<b>20,753.98</b>	<b>11,203.03</b>	<b>375,000.00</b>	<b>3.57</b>	<b>185,097.02</b>
<b>Department number: 50</b>	<b>PUBLIC WORKS</b>	<b>3,272,379.00</b>		<b>3,272,379.00</b>	<b>169,896.13</b>	<b>97,132.54</b>	<b>401,874.29</b>	<b>5.19</b>	<b>2,700,608.58</b>
<b>Program number: 1</b>	<b>PARKS ADMINISTRATION</b>								
100-5110-60-01	Salaries & Wages	347,360.00		347,360.00	52,655.66	26,488.12		15.16	294,704.34
100-5115-60-01	Salaries - Overtime	500.00		500.00	1,074.34	526.91		214.87	(574.34)
100-5126-60-01	Salaries-Vacation Buy-Out	3,633.00		3,633.00	1,763.29	1,763.29		48.54	1,869.71
100-5140-60-01	Salaries - Longevity Pay	1,090.00		1,090.00	1,080.00	1,080.00		99.08	10.00
100-5143-60-01	Cell Phone Allowance	3,240.00		3,240.00	540.00	270.00		16.67	2,700.00
100-5145-60-01	Social Security Expense	22,061.00		22,061.00	3,645.71	1,901.16		16.53	18,415.29
100-5150-60-01	Medicare Expense	5,160.00		5,160.00	852.62	444.62		16.52	4,307.38
100-5155-60-01	SUTA Expense	648.00		648.00				-	648.00
100-5160-60-01	Health Insurance	38,592.00		38,592.00	5,588.22	3,214.24		14.48	33,003.78
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	283.28	142.66		16.11	1,475.72
100-5170-60-01	Life Insurance/AD&D	451.00		451.00	59.28	29.64		13.14	391.72
100-5175-60-01	Liability (TML)/Workers' Comp	960.00		960.00	638.81	325.86		66.54	321.19
100-5180-60-01	TMRS Expense	48,890.00		48,890.00	7,682.69	4,054.87		15.71	41,207.31
100-5185-60-01	Long/Short Term Disability	660.00		660.00	100.01	50.31		15.15	559.99
100-5186-60-01	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	167.48	89.16		13.96	1,032.52
100-5190-60-01	Contract Labor	45,000.00		45,000.00	5,439.00	2,625.00		12.09	39,561.00
	Subtotal object - 05	524,954.00		524,954.00	81,570.39	43,005.84		15.54	443,383.61
100-5210-60-01	Office Supplies	2,000.00		2,000.00	41.86	41.86		2.09	1,958.14
100-5212-60-01	Building Supplies	500.00		500.00				-	500.00
100-5220-60-01	Office Equipment	1,500.00		1,500.00	25.99	25.99		1.73	1,474.01
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

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	7,050.00		7,050.00	67.85	67.85		0.96	6,982.15
100-5320-60-01	Repairs & Maintenance	15,500.00		15,500.00	550.00	550.00		3.55	14,950.00
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	82.63	46.31		16.53	417.37
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	632.63	596.31		1.17	53,452.37
100-5400-60-01	Uniform Expense	750.00		750.00				-	750.00
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	190.00	190.00		2.53	7,310.00
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	3,400.00	1,800.00		9.66	31,800.00
	Subtotal object - 05	123,000.00		123,000.00	3,590.00	1,990.00		2.92	119,410.00
100-5523-60-01	Water/Sewer Charges	1,500.00		1,500.00	123.50	62.80		8.23	1,376.50
100-5524-60-01	GAS	1,500.00		1,500.00	48.95	48.95		3.26	1,451.05
100-5525-60-01	Electricity	5,900.00		5,900.00	227.40	227.40		3.85	5,672.60
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	399.85	339.15		2.32	16,865.15
100-5601-60-01	Event - Prosper Christmas	65,000.00		65,000.00	800.00	800.00		1.23	64,200.00
	Subtotal object - 05	65,000.00		65,000.00	800.00	800.00		1.23	64,200.00
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	914.34	457.17		16.67	4,571.66
	Subtotal object - 07	5,486.00		5,486.00	914.34	457.17		16.67	4,571.66
<b>Program number: 1</b>	<b>PARKS ADMINISTRATION</b>	<b>991,840.00</b>		<b>991,840.00</b>	<b>87,975.06</b>	<b>47,256.32</b>		<b>8.87</b>	<b>903,864.94</b>
<b>Program number: 2</b>	<b>PARKS OPERATIONS</b>								
100-5110-60-02	Salaries & Wages	972,099.00		972,099.00	146,042.43	73,833.89		15.02	826,056.57
100-5115-60-02	Salaries - Overtime	16,117.00		16,117.00	1,032.75	551.72		6.41	15,084.25
100-5126-60-02	Salaries-Vacation Buy-Out	8,576.00		8,576.00	2,674.20	2,674.20		31.18	5,901.80
100-5140-60-02	Salaries - Longevity Pay	5,450.00		5,450.00	5,275.00	5,275.00		96.79	175.00
100-5143-60-02	Cell Phone Allowance	10,320.00		10,320.00	1,900.00	980.00		18.41	8,420.00
100-5145-60-02	Social Security Expense	62,779.00		62,779.00	9,057.48	4,827.79		14.43	53,721.52
100-5150-60-02	Medicare Expense	14,683.00		14,683.00	2,118.26	1,129.06		14.43	12,564.74
100-5155-60-02	SUTA Expense	3,402.00		3,402.00	139.80	80.91		4.11	3,262.20
100-5160-60-02	Health Insurance	192,960.00		192,960.00	28,078.08	14,039.04		14.55	164,881.92
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	1,285.00	642.50		14.59	7,523.00
100-5170-60-02	Life Insurance/AD&D	2,364.00		2,364.00	384.58	196.98		16.27	1,979.42
100-5175-60-02	Liability (TML)/Workers' Comp	24,614.00		24,614.00	4,129.84	2,188.82		16.78	20,484.16
100-5180-60-02	TMRS Expense	139,126.00		139,126.00	21,121.63	11,213.79		15.18	118,004.37
100-5185-60-02	Long/Short Term Disability	1,847.00		1,847.00	271.24	138.06		14.69	1,575.76
100-5186-60-02	WELLE-Wellness Prog Reimb Empl	8,400.00		8,400.00	969.92	484.96		11.55	7,430.08
	Subtotal object - 05	1,491,045.00		1,491,045.00	224,480.21	118,256.72		15.06	1,266,564.79
100-5210-60-02	Office Supplies	600.00		600.00				-	600.00
100-5212-60-02	Building Supplies	21,900.00		21,900.00	85.96	85.96		0.39	21,814.04
100-5213-60-02	Custodial Supplies	5,500.00		5,500.00	1,579.91	197.91		28.73	3,920.09
100-5220-60-02	Office Equipment	1,800.00		1,800.00				-	1,800.00

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
100-5230-60-02	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			12.25	17.55
	Subtotal object - 05	33,460.00		33,460.00	1,668.32	283.87		4.99	31,791.68
100-5310-60-02	Rental Expense	41,500.00		41,500.00	8,703.00	2,901.00	26,109.00	20.97	6,688.00
100-5320-60-02	Repairs & Maintenance	72,410.00		72,410.00	5,169.54	4,513.66		7.14	67,240.46
100-5322-60-02	Irrigation Repairs	10,200.00		10,200.00	755.42	378.40		7.41	9,444.58
100-5323-60-02	Field Maintenance	51,500.00		51,500.00	3,133.03	2,243.96	24,350.00	6.08	24,016.97
100-5324-60-02	Landscape Maintenance	15,000.00		15,000.00	5,820.96	3,274.76		38.81	9,179.04
100-5330-60-02	Copier Expense	250.00		250.00				-	250.00
100-5350-60-02	Vehicle Expense	8,000.00		8,000.00	1,350.41	679.25		16.88	6,649.59
100-5351-60-02	Equipment Expense/Repair	4,000.00		4,000.00	352.51	261.78		8.81	3,647.49
100-5352-60-02	Fuel	16,420.00		16,420.00	1,362.84	1,362.84		8.30	15,057.16
100-5353-60-02	Oil/Grease/Inspections	1,950.00		1,950.00	39.90			2.05	1,910.10
100-5355-60-02	Chemicals/Fertilizer	121,350.00		121,350.00	1,246.25		41,100.00	1.03	79,003.75
	Subtotal object - 05	342,580.00		342,580.00	27,933.86	15,615.65	91,559.00	8.15	223,087.14
100-5400-60-02	Uniform Expense	13,435.00		13,435.00	1,662.71	1,582.72		12.38	11,772.29
100-5480-60-02	Contracted Services	358,132.00		358,132.00	30,394.00	28,204.00	85,926.00	8.49	241,812.00
	Subtotal object - 05	371,567.00		371,567.00	32,056.71	29,786.72	85,926.00	8.63	253,584.29
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	33,068.53	14,545.35		18.39	146,719.47
100-5525-60-02	Electricity	145,273.00		145,273.00	16,462.05	16,462.05		11.33	128,810.95
100-5526-60-02	Data Network	525.00		525.00				-	525.00
100-5530-60-02	Travel	810.00		810.00	(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	650.00	650.00		12.04	4,750.00
	Subtotal object - 05	336,844.00		336,844.00	50,170.58	31,657.40		14.89	286,673.42
100-5600-60-02	Special Events	1,500.00		1,500.00	221.99	57.60		14.80	1,278.01
100-5620-60-02	Tools & Equipment	4,350.00		4,350.00	65.98	65.98		1.52	4,284.02
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	287.97	123.58		1.85	15,287.03
100-7145-60-02	Transfer to VERF	218,452.00		218,452.00	36,408.66	18,204.33		16.67	182,043.34
	Subtotal object - 07	218,452.00		218,452.00	36,408.66	18,204.33		16.67	182,043.34
<b>Program number: 2</b>	<b>PARKS OPERATIONS</b>	<b>2,809,523.00</b>		<b>2,809,523.00</b>	<b>373,006.31</b>	<b>213,928.27</b>	<b>177,485.00</b>	<b>13.28</b>	<b>2,259,031.69</b>
<b>Program number: 3</b>	<b>RECREATION</b>								
100-5110-60-03	Salaries & Wages	95,107.00		95,107.00	14,721.62	7,302.46		15.48	80,385.38
100-5140-60-03	Salaries - Longevity Pay	210.00		210.00	200.00	200.00		95.24	10.00
100-5145-60-03	Social Security Expense	5,910.00		5,910.00	919.97	462.57		15.57	4,990.03
100-5150-60-03	Medicare Expense	1,383.00		1,383.00	215.16	108.18		15.56	1,167.84
100-5155-60-03	SUTA Expense	324.00		324.00				-	324.00
100-5160-60-03	Health Insurance	9,648.00		9,648.00	1,059.52	529.76		10.98	8,588.48
100-5162-60-03	HSA Expense	750.00		750.00				-	750.00
100-5165-60-03	Dental Insurance	864.00		864.00	136.08	68.04		15.75	727.92
100-5170-60-03	Life Insurance/AD&D	226.00		226.00	37.52	18.76		16.60	188.48
100-5175-60-03	Liability (TML)/Workers' Comp	1,172.00		1,172.00	360.00	181.00		30.72	812.00
100-5180-60-03	TMRS Expense	13,097.00		13,097.00	2,030.99	1,021.15		15.51	11,066.01
100-5185-60-03	Long/Short Term Disability	181.00		181.00	27.98	13.88		15.46	153.02
100-5186-60-03	WELLE-Wellness Prog Reimb Empl	600.00		600.00	78.32	39.16		13.05	521.68
	Subtotal object - 05	129,472.00		129,472.00	19,787.16	9,944.96		15.28	109,684.84
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			1.00	3,663.00
100-5260-60-03	Advertising	2,070.00		2,070.00	302.31	2.31		14.60	1,767.69

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
100-5280-60-03	Printing and Reproduction	3,700.00		3,700.00				-	3,700.00
	Subtotal object - 05	10,045.00		10,045.00	339.31	2.31		3.38	9,705.69
100-5475-60-03	Credit Card Fees	4,250.00		4,250.00	550.24	141.89		12.95	3,699.76
	Subtotal object - 05	4,250.00		4,250.00	550.24	141.89		12.95	3,699.76
100-5600-60-03	Special Events	33,710.00		33,710.00	867.75	182.50		2.57	32,842.25
	Subtotal object - 05	33,710.00		33,710.00	867.75	182.50		2.57	32,842.25
100-5995-60-03	Recreation Activities	84,000.00		84,000.00	5,060.96	2,217.26		6.03	78,939.04
	Subtotal object - 05	84,000.00		84,000.00	5,060.96	2,217.26		6.03	78,939.04
<b>Program number: 3</b>	<b>RECREATION</b>	<b>261,477.00</b>		<b>261,477.00</b>	<b>26,605.42</b>	<b>12,488.92</b>		<b>10.18</b>	<b>234,871.58</b>
<b>Program number: 5</b>	<b>LIBRARY</b>								
100-5110-60-05	Salaries & Wages	352,561.00		352,561.00	48,145.55	23,778.74		13.66	304,415.45
100-5126-60-05	Salaries-Vacation Buy-Out	4,589.00		4,589.00	2,294.43	2,294.43		50.00	2,294.57
100-5140-60-05	Salaries - Longevity Pay	820.00		820.00	625.00	625.00		76.22	195.00
100-5145-60-05	Social Security Expense	22,195.00		22,195.00	3,113.41	1,628.99		14.03	19,081.59
100-5150-60-05	Medicare Expense	5,191.00		5,191.00	728.14	380.97		14.03	4,462.86
100-5155-60-05	SUTA Expense	2,430.00		2,430.00	73.61	35.13		3.03	2,356.39
100-5160-60-05	Health Insurance	28,944.00		28,944.00	3,088.96	1,544.48		10.67	25,855.04
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	209.28	104.64		16.05	1,094.72
100-5170-60-05	Life Insurance/AD&D	316.00		316.00	40.52	20.26		12.82	275.48
100-5175-60-05	Liability (TML)/Workers' Comp	1,182.00		1,182.00	162.95	85.19		13.79	1,019.05
100-5180-60-05	TMRS Expense	28,714.00		28,714.00	6,052.25	3,201.26		21.08	22,661.75
100-5185-60-05	Long/Short Term Disability	388.00		388.00	57.99	28.67		14.95	330.01
100-5186-60-05	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	156.64	78.32		13.05	1,043.36
	Subtotal object - 05	451,334.00		451,334.00	64,748.73	33,806.08		14.35	386,585.27
100-5210-60-05	Office Supplies	4,500.00		4,500.00	330.80	330.80		7.35	4,169.20
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	3,312.99	12.99		40.48	4,871.01
100-5240-60-05	Postage and Delivery	600.00		600.00	72.30	31.80		12.05	527.70
100-5280-60-05	Printing and Reproduction	1,600.00		1,600.00	427.98			26.75	1,172.02
100-5281-60-05	Book Purchases	45,500.00		45,500.00	4,439.75	2,618.89	28,926.81	9.76	12,133.44
100-5282-60-05	DVD Purchases	2,200.00		2,200.00	110.49	110.49		5.02	2,089.51
100-5283-60-05	Audiobook Purchases	2,700.00		2,700.00	90.89	43.20		3.37	2,609.11
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	323.99	323.99		16.20	1,676.01
	Subtotal object - 05	69,284.00		69,284.00	9,109.19	3,472.16	28,926.81	13.15	31,248.00
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	270.97	270.97		16.94	1,329.03
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			37.04	5,100.00
	Subtotal object - 05	10,200.00		10,200.00	3,270.97	270.97		32.07	6,929.03
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	(12.65)	(12.65)		(0.38)	3,306.65
	Subtotal object - 05	3,294.00		3,294.00	(12.65)	(12.65)		(0.38)	3,306.65
100-7145-60-05	Transfer to VERF	3,507.00		3,507.00	584.50	292.25		16.67	2,922.50
	Subtotal object - 07	3,507.00		3,507.00	584.50	292.25		16.67	2,922.50
<b>Program number: 5</b>	<b>LIBRARY</b>	<b>542,619.00</b>		<b>542,619.00</b>	<b>77,700.74</b>	<b>37,828.81</b>	<b>28,926.81</b>	<b>14.32</b>	<b>435,991.45</b>

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
<b>Department number: 60</b>	<b>COMMUNITY SERVICES</b>	<b>4,605,459.00</b>		<b>4,605,459.00</b>	<b>565,287.53</b>	<b>311,502.32</b>	<b>206,411.81</b>	<b>12.27</b>	<b>3,833,759.66</b>
<b>Program number: 1</b>	<b>ENGINEERING</b>								
100-5110-98-01	Salaries & Wages	1,254,922.00		1,254,922.00	178,198.92	89,909.08		14.20	1,076,723.08
100-5115-98-01	Salaries - Overtime	700.00		700.00	197.22	197.22		28.17	502.78
100-5126-98-01	Salaries-Vacation Buy-Out	14,674.00		14,674.00	8,244.96	8,244.96		56.19	6,429.04
100-5140-98-01	Salaries - Longevity Pay	2,905.00		2,905.00	2,770.00	2,770.00		95.35	135.00
100-5143-98-01	Cell Phone Allowance	1,740.00		1,740.00	410.00	205.00		23.56	1,330.00
100-5145-98-01	Social Security Expense	79,047.00		79,047.00	10,271.04	5,166.06		12.99	68,775.96
100-5150-98-01	Medicare Expense	18,487.00		18,487.00	2,579.95	1,386.04		13.96	15,907.05
100-5155-98-01	SUTA Expense	1,944.00		1,944.00	29.23	29.23		1.50	1,914.77
100-5160-98-01	Health Insurance	96,480.00		96,480.00	14,864.96	7,284.30		15.41	81,615.04
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	764.92	382.46		15.32	4,227.08
100-5170-98-01	Life Insurance/AD&D	1,544.00		1,544.00	219.80	109.90		14.24	1,324.20
100-5175-98-01	Liability (TML)/Workers' Comp	11,271.00		11,271.00	828.90	474.93		7.35	10,442.10
100-5180-98-01	TMRS Expense	175,177.00		175,177.00	25,730.90	13,735.85		14.69	149,446.10
100-5185-98-01	Long/Short Term Disability	2,385.00		2,385.00	335.09	167.34		14.05	2,049.91
100-5186-98-01	WELLE-Wellness Prog Reimb Empl	4,800.00		4,800.00	625.00	325.00		13.02	4,175.00
	Subtotal object - 05	1,680,818.00		1,680,818.00	246,070.89	130,387.37		14.64	1,434,747.11
100-5210-98-01	Office Supplies	2,500.00		2,500.00	323.59	323.59		12.94	2,176.41
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	(112.00)	(112.00)		(5.60)	2,112.00
100-5240-98-01	Postage and Delivery	200.00		200.00	8.75	8.75		4.38	191.25
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)
	Subtotal object - 05	7,500.00		7,500.00	251.12	220.34		3.35	7,248.88
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	468.03	145.77		23.40	1,531.97
100-5352-98-01	Fuel	1,800.00		1,800.00	139.22	139.22		7.73	1,660.78
	Subtotal object - 05	5,800.00		5,800.00	607.25	284.99		10.47	5,192.75
100-5400-98-01	Uniform Expense	2,600.00		2,600.00	229.98	-		8.85	2,370.02
100-5410-98-01	Professional Services	144,329.00		144,329.00	4,769.75	4,769.75		3.31	139,559.25
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	(604.00)	(480.00)		(40.27)	2,104.00
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	4,395.73	4,289.75	14,500.00	1.39	297,033.27
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	977.00	437.00		15.27	5,423.00
	Subtotal object - 05	12,900.00		12,900.00	977.00	437.00		7.57	11,923.00
100-5620-98-01	Tools & Equipment	200.00		200.00	54.94	54.94		27.47	145.06
100-5630-98-01	Safety Equipment	200.00		200.00	-	-		-	200.00
	Subtotal object - 05	400.00		400.00	54.94	54.94		13.74	345.06
100-7145-98-01	Transfer to VERF	8,459.00		8,459.00	1,409.84	704.92		16.67	7,049.16
	Subtotal object - 07	8,459.00		8,459.00	1,409.84	704.92		16.67	7,049.16
<b>Program number: 1</b>	<b>ENGINEERING</b>	<b>2,031,806.00</b>		<b>2,031,806.00</b>	<b>253,766.77</b>	<b>136,379.31</b>	<b>14,500.00</b>	<b>12.49</b>	<b>1,763,539.23</b>
<b>Department number: 98</b>	<b>ENGINEERING</b>	<b>2,031,806.00</b>		<b>2,031,806.00</b>	<b>253,766.77</b>	<b>136,379.31</b>	<b>14,500.00</b>	<b>12.49</b>	<b>1,763,539.23</b>
	<b>Expense Subtotal - - - - -</b>	<b>32,590,291.28</b>	<b>627,000.00</b>	<b>33,217,291.28</b>	<b>3,817,213.30</b>	<b>2,117,723.01</b>	<b>1,168,912.46</b>	<b>11.49</b>	<b>28,231,165.52</b>
<b>Fund number: 100</b>	<b>GENERAL</b>	<b>(108,108.72)</b>	<b>527,000.00</b>	<b>418,891.28</b>	<b>(898,253.58)</b>	<b>(667,839.97)</b>	<b>1,168,912.46</b>		<b>148,232.40</b>

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
<b>Fund number: 120</b>	<b>POLICE SPD</b>								
<b>Program number: 1</b>	<b>OPERATIONS</b>								
120-4120-20-01	Sales Taxes	(1,564,807.00)		(1,564,807.00)	(320,641.08)	(185,867.26)		20.49	(1,244,165.92)
	Subtotal object - 04	(1,564,807.00)		(1,564,807.00)	(320,641.08)	(185,867.26)		20.49	(1,244,165.92)
120-4610-20-01	Interest Income	(300.00)		(300.00)	(91.05)	17.69		30.35	(208.95)
	Subtotal object - 04	(300.00)		(300.00)	(91.05)	17.69		30.35	(208.95)
Program number: 1	OPERATIONS	(1,565,107.00)		(1,565,107.00)	(320,732.13)	(185,849.57)		20.49	(1,244,374.87)
Department number: 20	POLICE	(1,565,107.00)		(1,565,107.00)	(320,732.13)	(185,849.57)		20.49	(1,244,374.87)
	Revenue Subtotal - - - - -	(1,565,107.00)		(1,565,107.00)	(320,732.13)	(185,849.57)		20.49	(1,244,374.87)
120-5110-20-01	Salaries & Wages	940,289.00		940,289.00	143,551.19	73,519.97		15.27	796,737.81
120-5115-20-01	Salaries - Overtime	65,000.00		65,000.00	12,986.37	4,642.40		19.98	52,013.63
120-5126-20-01	Salaries-Vacation Buy-Out	3,116.00		3,116.00	1,558.00	1,558.00		50.00	1,558.00
120-5127-20-01	Salaries-Certification Pay	16,200.00		16,200.00	1,943.00	983.04		11.99	14,257.00
120-5140-20-01	Salaries - Longevity Pay	4,280.00		4,280.00	4,205.00	4,205.00		98.25	75.00
120-5145-20-01	Social Security Expense	63,791.00		63,791.00	9,722.18	5,032.81		15.24	54,068.82
120-5150-20-01	Medicare Expense	14,919.00		14,919.00	2,273.74	1,177.02		15.24	12,645.26
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	19,004.24	9,623.36		15.15	106,419.76
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	923.59	470.30		16.23	4,768.41
120-5170-20-01	Life Insurance/AD&D	4,877.00		4,877.00	797.13	406.38		16.35	4,079.87
120-5175-20-01	Liability (TML) Workers' Comp	25,158.00		25,158.00	4,178.38	2,178.01		16.61	20,979.62
120-5180-20-01	TMRS Expense	141,369.00		141,369.00	22,262.72	11,508.66		15.75	119,106.28
120-5185-20-01	Long/Short Term Disability	1,787.00		1,787.00	262.11	135.50		14.67	1,524.89
120-5186-20-01	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	178.32	89.16		14.86	1,021.68
	Subtotal object - 05	1,425,708.00		1,425,708.00	223,845.97	115,529.61		15.70	1,201,862.03
<b>Program number: 1</b>	<b>OPERATIONS</b>	<b>1,425,708.00</b>		<b>1,425,708.00</b>	<b>223,845.97</b>	<b>115,529.61</b>		<b>15.70</b>	<b>1,201,862.03</b>
<b>Department number: 20</b>	<b>POLICE</b>	<b>1,425,708.00</b>		<b>1,425,708.00</b>	<b>223,845.97</b>	<b>115,529.61</b>		<b>15.70</b>	<b>1,201,862.03</b>
	<b>Expense Subtotal - - - - -</b>	<b>1,425,708.00</b>		<b>1,425,708.00</b>	<b>223,845.97</b>	<b>115,529.61</b>		<b>15.70</b>	<b>1,201,862.03</b>
<b>Fund number: 120</b>	<b>POLICE SPD</b>	<b>(139,399.00)</b>		<b>(139,399.00)</b>	<b>(96,886.16)</b>	<b>(70,319.96)</b>		<b>69.50</b>	<b>(42,512.84)</b>
<b>Fund number: 130</b>	<b>FIRE SPD</b>								
<b>Program number: 1</b>	<b>OPERATIONS</b>								
130-4120-30-01	Sales Taxes	(1,564,807.00)		(1,564,807.00)	(320,291.83)	(185,681.32)		20.47	(1,244,515.17)
	Subtotal object - 04	(1,564,807.00)		(1,564,807.00)	(320,291.83)	(185,681.32)		20.47	(1,244,515.17)
Program number: 1	OPERATIONS	(1,564,807.00)		(1,564,807.00)	(320,291.83)	(185,681.32)		20.47	(1,244,515.17)
Department number: 30	FIRE	(1,564,807.00)		(1,564,807.00)	(320,291.83)	(185,681.32)		20.47	(1,244,515.17)
	Revenue Subtotal - - - - -	(1,564,807.00)		(1,564,807.00)	(320,291.83)	(185,681.32)		20.47	(1,244,515.17)
130-5110-30-01	Salaries & Wages	921,680.00		921,680.00	136,265.72	68,661.56		14.78	785,414.28
130-5115-30-01	Salaries - Overtime	140,000.00		140,000.00	28,188.11	16,298.87		20.13	111,811.89
130-5116-30-01	Salaries - FLSA Overtime				2,570.37	1,296.36		-	(2,570.37)
130-5127-30-01	Salaries-Certification Pay	11,580.00		11,580.00	1,825.39	964.62		15.76	9,754.61
130-5140-30-01	Salaries - Longevity Pay	2,805.00		2,805.00	2,795.00	2,795.00		99.64	10.00
130-5145-30-01	Social Security Expense	66,716.00		66,716.00	9,829.22	5,173.78		14.73	56,886.78
130-5150-30-01	Medicare Expense	15,603.00		15,603.00	2,298.78	1,210.00		14.73	13,304.22
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	23,883.08	12,073.98		19.04	101,540.92
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	939.91	478.46		16.17	4,873.09
130-5170-30-01	Life Insurance/AD&D	4,877.00		4,877.00	797.13	406.38		16.35	4,079.87
130-5175-30-01	Liability (TML) Workers' Comp	26,304.00		26,304.00	4,579.29	2,387.13		17.41	21,724.71
130-5180-30-01	TMRS Expense	147,852.00		147,852.00	23,337.56	12,237.99		15.78	124,514.44
130-5185-30-01	Long/Short Term Disability	1,752.00		1,752.00	239.17	114.04		13.65	1,512.83

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
130-5186-30-01	WELLE-Wellness Prog Reimb Empl	4,800.00		4,800.00	715.38	367.48		14.90	4,084.62
	Subtotal object - 05	1,490,812.00		1,490,812.00	238,264.11	124,465.65		15.98	1,252,547.89
<b>Program number: 1</b>	<b>OPERATIONS</b>	<b>1,490,812.00</b>		<b>1,490,812.00</b>	<b>238,264.11</b>	<b>124,465.65</b>		<b>15.98</b>	<b>1,252,547.89</b>
<b>Department number: 30</b>	<b>FIRE</b>	<b>1,490,812.00</b>		<b>1,490,812.00</b>	<b>238,264.11</b>	<b>124,465.65</b>		<b>15.98</b>	<b>1,252,547.89</b>
	Expense Subtotal - - - - -	<b>1,490,812.00</b>		<b>1,490,812.00</b>	<b>238,264.11</b>	<b>124,465.65</b>		<b>15.98</b>	<b>1,252,547.89</b>
<b>Fund number: 130</b>	<b>FIRE SPD</b>	<b>(73,995.00)</b>		<b>(73,995.00)</b>	<b>(82,027.72)</b>	<b>(61,215.67)</b>		<b>110.86</b>	<b>8,032.72</b>
<b>Fund number: 150</b>	<b>TIRZ #1 - BLUE STAR</b>								
<b>Department number: 10</b>	<b>ADMINISTRATION</b>								
150-4040-10-00	East Thoroughfare Impact Fees	(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)
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)	(95,847.37)	(53,069.56)		17.04	(466,496.63)
150-4121-10-00	Sales Taxes (PEDC)	(470,962.00)		(470,962.00)	(80,272.17)	(44,445.75)		17.04	(390,689.83)
	Subtotal object - 04	(1,721,028.00)		(1,721,028.00)	(176,119.54)	(97,515.31)		10.23	(1,544,908.46)
150-4610-10-00	Interest Income	(2,000.00)		(2,000.00)	(390.74)	42.81		19.54	(1,609.26)
	Subtotal object - 04	(2,000.00)		(2,000.00)	(390.74)	42.81		19.54	(1,609.26)
Program number:	DEFAULT PROGRAM	(2,723,028.00)		(2,723,028.00)	(176,510.28)	(97,472.50)		6.48	(2,546,517.72)
Department number: 10	ADMINISTRATION	(2,723,028.00)		(2,723,028.00)	(176,510.28)	(97,472.50)		6.48	(2,546,517.72)
	Revenue Subtotal - - - - -	(2,723,028.00)		(2,723,028.00)	(176,510.28)	(97,472.50)		6.48	(2,546,517.72)
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
<b>Fund number: 150</b>	<b>TIRZ #1 - BLUE STAR</b>				<b>(176,510.28)</b>	<b>(97,472.50)</b>		<b>-</b>	<b>176,510.28</b>
<b>Fund number: 160</b>	<b>TIRZ #2 - MATTHEWS SOUTHWEST</b>								
<b>Department number: 10</b>	<b>ADMINISTRATION</b>								
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)	(50.31)	3.40		33.54	(99.69)
	Subtotal object - 04	(150.00)		(150.00)	(50.31)	3.40		33.54	(99.69)
Program number:	DEFAULT PROGRAM	(13,007.00)		(13,007.00)	(50.31)	3.40		0.39	(12,956.69)
Department number: 10	ADMINISTRATION	(13,007.00)		(13,007.00)	(50.31)	3.40		0.39	(12,956.69)
	Revenue Subtotal - - - - -	(13,007.00)		(13,007.00)	(50.31)	3.40		0.39	(12,956.69)
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
<b>Fund number: 160</b>	<b>TIRZ #2 - MATTHEWS SOUTHWEST</b>				<b>(50.31)</b>	<b>3.40</b>		<b>-</b>	<b>50.31</b>
<b>Fund number: 200</b>	<b>WATER/SEWER</b>								

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
200-4000-10-08	W/S Service Initiation	(94,700.00)		(94,700.00)	(19,950.00)	(9,520.00)		21.07	(74,750.00)
200-4007-10-08	Sanitation	(1,527,500.00)		(1,527,500.00)	(256,476.00)	(128,749.04)		16.79	(1,271,024.00)
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)	(276,426.00)	(138,269.04)		15.94	(1,457,774.00)
Program number: 8	UTILITY BILLING	(1,734,200.00)		(1,734,200.00)	(276,426.00)	(138,269.04)		15.94	(1,457,774.00)
200-4200-10-99	T-Mobile Fees	(74,400.00)		(74,400.00)	(12,400.12)	(6,200.06)		16.67	(61,999.88)
200-4201-10-99	Tierone Converged Network	(22,776.00)		(22,776.00)	(3,796.00)	(1,898.00)		16.67	(18,980.00)
200-4205-10-99	Rise Broadband	(13,680.00)		(13,680.00)	(2,281.32)	(1,140.66)		16.68	(11,398.68)
200-4206-10-99	Verizon Antennae Lease	(66,805.00)		(66,805.00)	(37,967.50)	(2,883.75)		56.83	(28,837.50)
	Subtotal object - 04	(177,661.00)		(177,661.00)	(56,444.94)	(12,122.47)		31.77	(121,216.06)
Program number: 99	NON-DEPARTMENTAL	(177,661.00)		(177,661.00)	(56,444.94)	(12,122.47)		31.77	(121,216.06)
Department number: 10	ADMINISTRATION	(1,911,861.00)		(1,911,861.00)	(332,870.94)	(150,391.51)		17.41	(1,578,990.06)
200-4005-50-02	Water Revenue	(13,403,322.00)		(13,403,322.00)	(2,593,782.18)	(1,231,683.00)		19.35	(10,809,539.82)
200-4010-50-02	Connection Tap & Construction	(800,000.00)		(800,000.00)	(258,700.00)	(124,200.00)		32.34	(541,300.00)
200-4012-50-02	Saturday Inspection Fee	(5,000.00)		(5,000.00)	(1,800.00)	(750.00)		36.00	(3,200.00)
200-4018-50-02	Internet Cr. Card Fees	(90,000.00)		(90,000.00)	(19,572.84)	(9,060.68)		21.75	(70,427.16)
200-4019-50-02	Cr. Card Pmt Fees	(25,000.00)		(25,000.00)	(7,333.69)	(3,464.64)		29.34	(17,666.31)
200-4060-50-02	NSF Fees	(1,500.00)		(1,500.00)	(475.00)	(375.00)		31.67	(1,025.00)
	Subtotal object - 04	(14,324,822.00)		(14,324,822.00)	(2,881,663.71)	(1,369,533.32)		20.12	(11,443,158.29)
200-4243-50-02	Backflow Prevention Inspection	(51,000.00)		(51,000.00)	(11,050.00)	(5,525.00)		21.67	(39,950.00)
	Subtotal object - 04	(51,000.00)		(51,000.00)	(11,050.00)	(5,525.00)		21.67	(39,950.00)
200-4610-50-02	Interest Income	(55,000.00)		(55,000.00)	(13,609.09)	1,172.79		24.74	(41,390.91)
	Subtotal object - 04	(55,000.00)		(55,000.00)	(13,609.09)	1,172.79		24.74	(41,390.91)
200-4910-50-02	Other Revenue	(150,000.00)		(150,000.00)	(39,064.32)	(17,634.18)		26.04	(110,935.68)
200-4930-50-02	Insurance Proceeds				(2,544.41)	(2,544.41)		-	2,544.41
	Subtotal object - 04	(150,000.00)		(150,000.00)	(41,608.73)	(20,178.59)		27.74	(108,391.27)
Program number: 2	WATER	(14,580,822.00)		(14,580,822.00)	(2,947,931.53)	(1,394,064.12)		20.22	(11,632,890.47)
200-4006-50-03	Sewer	(7,712,010.00)		(7,712,010.00)	(1,244,376.35)	(632,365.62)		16.14	(6,467,633.65)
200-4010-50-03	Connection Tap & Construction	(300,000.00)		(300,000.00)	(110,200.00)	(54,200.00)		36.73	(189,800.00)
	Subtotal object - 04	(8,012,010.00)		(8,012,010.00)	(1,354,576.35)	(686,565.62)		16.91	(6,657,433.65)
Program number: 3	WASTEWATER	(8,012,010.00)		(8,012,010.00)	(1,354,576.35)	(686,565.62)		16.91	(6,657,433.65)
Department number: 50	PUBLIC WORKS	(22,592,832.00)		(22,592,832.00)	(4,302,507.88)	(2,080,629.74)		19.04	(18,290,324.12)
	Revenue Subtotal - - - - -	(24,504,693.00)		(24,504,693.00)	(4,635,378.82)	(2,231,021.25)		18.92	(19,869,314.18)
<b>Program number: 8</b>	<b>UTILITY BILLING</b>								
200-5110-10-08	Salaries & Wages	196,457.00		196,457.00	30,269.61	15,134.81		15.41	166,187.39
200-5115-10-08	Salaries - Overtime	3,500.00		3,500.00	43.77			1.25	3,456.23
200-5140-10-08	Salaries - Longevity Pay	1,020.00		1,020.00	1,015.00	1,015.00		99.51	5.00
200-5143-10-08	Cell Phone Allowance	1,440.00		1,440.00	120.00	60.00		8.33	1,320.00
200-5145-10-08	Social Security Expense	12,550.00		12,550.00	1,873.87	967.04		14.93	10,676.13
200-5150-10-08	Medicare Expense	2,936.00		2,936.00	438.25	226.15		14.93	2,497.75
200-5155-10-08	SUTA Expense	648.00		648.00				-	648.00
200-5160-10-08	Health Insurance	38,592.00		38,592.00	4,519.20	2,259.60		11.71	34,072.80
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	277.32	138.66		15.77	1,481.68
200-5170-10-08	Life Insurance/AD&D	451.00		451.00	75.00	37.50		16.63	376.00
200-5175-10-08	Liability (TML)/Workers' Comp	538.00		538.00	85.03	43.84		15.81	452.97
200-5180-10-08	TMRS Expense	27,332.00		27,332.00	4,266.01	2,198.77		15.61	23,065.99
200-5185-10-08	Long/Short Term Disability	374.00		374.00	57.48	28.74		15.37	316.52
200-5186-10-08	WELLE-Wellness Prog Reimb-Emp	1,200.00		1,200.00	178.32	89.16		14.86	1,021.68
	Subtotal object - 05	291,047.00		291,047.00	43,218.86	22,199.27		14.85	247,828.14
200-5210-10-08	Office Supplies	3,100.00		3,100.00	529.54	529.54		17.08	2,570.46
200-5220-10-08	Office Equipment	7,500.00		7,500.00				-	7,500.00



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
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	4,657.32	4,653.82		8.27	51,642.68
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	5,186.86	5,183.36		7.16	67,273.14
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	217.80	217.80		96.80	7.20
200-5418-10-08	IT Fees	14,270.00		14,270.00	72.50	72.50		0.51	14,197.50
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	128,657.12	128,657.12		8.42	1,398,842.88
200-5475-10-08	CREDIT CARD FEES	136,000.00		136,000.00	31,414.68	14,818.63		23.10	104,585.32
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			1.48	18,408.00
	Subtotal object - 05	1,715,779.00		1,715,779.00	160,638.10	143,766.05		9.36	1,555,140.90
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	46.84	23.42		16.67	234.16
200-7147-10-08	Transfer to GF	44,701.00		44,701.00	7,450.16	3,725.08		16.67	37,250.84
	Subtotal object - 07	44,982.00		44,982.00	7,497.00	3,748.50		16.67	37,485.00
<b>Program number: 8</b>	<b>UTILITY BILLING</b>	<b>2,131,217.00</b>		<b>2,131,217.00</b>	<b>216,540.82</b>	<b>174,897.18</b>		<b>10.16</b>	<b>1,914,676.18</b>
<b>Program number: 99</b>	<b>NON-DEPARTMENTAL</b>								
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	60,345.84	30,172.92		16.67	301,729.16
	Subtotal object - 05	362,075.00		362,075.00	60,345.84	30,172.92		16.67	301,729.16
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			9.49	45,255.00
	Subtotal object - 07	50,000.00		50,000.00	4,745.00			9.49	45,255.00
<b>Program number: 99</b>	<b>NON-DEPARTMENTAL</b>	<b>4,185,698.00</b>		<b>4,185,698.00</b>	<b>65,090.84</b>	<b>30,172.92</b>		<b>1.56</b>	<b>4,120,607.16</b>
<b>Department number: 10</b>	<b>ADMINISTRATION</b>	<b>6,316,915.00</b>		<b>6,316,915.00</b>	<b>281,631.66</b>	<b>205,070.10</b>		<b>4.46</b>	<b>6,035,283.34</b>

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
<b>Program number: 2</b>	<b>WATER</b>								
200-5110-50-02	Salaries & Wages	1,364,887.00		1,364,887.00	177,689.81	89,971.83		13.02	1,187,197.19
200-5115-50-02	Salaries - Overtime	68,400.00		68,400.00	9,159.73	4,069.24		13.39	59,240.27
200-5126-50-02	Salaries-Vacation Buy-Out				971.20	971.20		-	(971.20)
200-5140-50-02	Salaries - Longevity Pay	6,865.00		6,865.00	6,240.00	6,240.00		90.90	625.00
200-5143-50-02	Cell Phone Allowance	720.00		720.00	240.00	120.00		33.33	480.00
200-5145-50-02	Social Security Expense	87,474.00		87,474.00	11,166.81	5,830.69		12.77	76,307.19
200-5150-50-02	Medicare Expense	20,458.00		20,458.00	2,611.59	1,363.63		12.77	17,846.41
200-5155-50-02	SUTA Expense	4,212.00		4,212.00	207.24	126.28		4.92	4,004.76
200-5160-50-02	Health Insurance	236,574.00		236,574.00	31,126.24	16,096.62		13.16	205,447.76
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	1,480.92	759.74		13.40	9,575.08
200-5170-50-02	Life Insurance/AD&D	2,902.00		2,902.00	387.58	198.48		13.36	2,514.42
200-5175-50-02	Liability (TML)/Workers' Comp	40,534.00		40,534.00	5,627.51	2,918.13		13.88	34,906.49
200-5180-50-02	TMRS Expense	193,717.00		193,717.00	26,375.33	13,759.29		13.62	167,341.67
200-5185-50-02	Long/Short Term Disability	2,594.00		2,594.00	322.00	164.48		12.41	2,272.00
200-5186-50-02	WELLE-Wellness Prog Reimb-Emp	7,500.00		7,500.00	734.96	367.48		9.80	6,765.04
	Subtotal object - 05	2,064,393.00		2,064,393.00	274,340.92	142,957.09		13.29	1,790,052.08
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	1,553.72	1,394.72		40.89	2,246.28
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	410.75	360.75		1.64	24,589.25
200-5240-50-02	Postage and Delivery	200.00		200.00	104.48	80.48		52.24	95.52
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	2,068.95	1,835.95	3,913.64	5.86	29,307.41
200-5310-50-02	Rental Expense	20,000.00		20,000.00	2,070.47	2,070.47		10.35	17,929.53
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)		-	5,000.00
200-5350-50-02	Vehicle Expense	25,794.00		25,794.00	2,672.52	786.29		10.36	23,121.48
200-5351-50-02	Equipment Expense/Repair	11,700.00		11,700.00	1,907.47	1,793.22		16.30	9,792.53
200-5352-50-02	Fuel	27,100.00		27,100.00	2,014.53	2,014.53		7.43	25,085.47
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	8,664.99	5,659.46		9.31	84,409.01
200-5400-50-02	Uniform Expense	19,650.00		19,650.00	3,758.40	3,397.48		19.13	15,891.60
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	304.00	304.00		60.80	196.00
200-5480-50-02	Contracted Services	255,040.00		255,040.00	10,857.69	6,248.34	10,200.00	4.26	233,982.31
	Subtotal object - 05	447,430.00		447,430.00	14,920.09	9,949.82	10,200.00	3.34	422,309.91
200-5520-50-02	Telephones	10,720.00		10,720.00	9.99	9.99		0.09	10,710.01
200-5523-50-02	Water/Sewer Charges	6,100.00		6,100.00	542.19	272.25		8.89	5,557.81
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	38,171.46	38,171.46		11.50	293,628.54
200-5526-50-02	Data Network	5,000.00		5,000.00	100.00	100.00		2.00	4,900.00
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	29.95	29.95		0.12	25,270.05
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	10,605.64	5,338.20	489,369.80	1.04	520,174.56
200-5550-50-02	Water Purchases	6,681,709.00		6,681,709.00	1,128,305.92	564,154.00		16.89	5,553,403.08

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	8,096,639.00		8,096,639.00	1,177,765.15	608,075.85	489,369.80	14.55	6,429,504.05
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	1,695.26	1,467.21	5,250.00	8.81	12,304.74
200-5630-50-02	Safety Equipment	13,500.00		13,500.00	499.98	159.99		3.70	13,000.02
200-5640-50-02	Signs & Hardware	250.00		250.00	158.38	158.38		63.35	91.62
200-5650-50-02	Maintenance Materials	6,000.00		6,000.00	48.40			0.81	5,951.60
200-5660-50-02	Chemical Supplies	21,000.00		21,000.00	1,023.86	546.61		4.88	19,976.14
200-5670-50-02	System Improvements	68,724.00		68,724.00	13,559.09	6,796.98		19.73	55,164.91
	Subtotal object - 05	136,724.00		136,724.00	16,984.97	9,129.17	5,250.00	12.42	114,489.03
200-5930-50-02	Damage Claims Expense				3,044.41	3,044.41		-	(3,044.41)
	Subtotal object - 05				3,044.41	3,044.41		-	(3,044.41)
200-6110-50-02	Capital Expenditure	16,000.00		16,000.00				-	16,000.00
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 VERF	171,421.00		171,421.00	28,570.16	14,285.08		16.67	142,850.84
200-7147-50-02	Transfer to GF	704,319.00		704,319.00	117,386.50	58,693.25		16.67	586,932.50
	Subtotal object - 07	875,740.00		875,740.00	145,956.66	72,978.33		16.67	729,783.34
<b>Program number: 2</b>	<b>WATER</b>	<b>11,800,546.00</b>		<b>11,800,546.00</b>	<b>1,643,746.14</b>	<b>853,630.08</b>	<b>508,733.44</b>	<b>13.93</b>	<b>9,648,066.42</b>
<b>Program number: 3</b>	<b>WASTEWATER</b>								
200-5110-50-03	Salaries & Wages	622,570.00		622,570.00	74,435.25	37,663.31		11.96	548,134.75
200-5115-50-03	Salaries - Overtime	30,700.00		30,700.00	4,312.13	2,060.11		14.05	26,387.87
200-5126-50-03	Salaries-Vacation Buy-Out	2,413.00		2,413.00	1,206.40	1,206.40		50.00	1,206.60
200-5140-50-03	Salaries - Longevity Pay	2,020.00		2,020.00	1,660.00	1,660.00		82.18	360.00
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	4,731.75	2,476.42		11.68	35,780.25
200-5150-50-03	Medicare Expense	9,475.00		9,475.00	1,106.61	579.14		11.68	8,368.39
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	12,723.96	6,361.98		10.34	110,387.04
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	650.12	325.06		11.49	5,009.88
200-5170-50-03	Life Insurance/AD&D	1,612.00		1,612.00	206.36	103.18		12.80	1,405.64
200-5175-50-03	Liability (TML)/Workers' Comp	18,405.00		18,405.00	2,473.20	1,290.41		13.44	15,931.80
200-5180-50-03	TMRS Expense	89,721.00		89,721.00	11,074.65	5,778.74		12.34	78,646.35
200-5185-50-03	Long/Short Term Disability	1,183.00		1,183.00	131.32	63.38		11.10	1,051.68
200-5186-50-03	WELLE-Wellness Prog Reimb-Emp	2,250.00		2,250.00	178.32	89.16		7.93	2,071.68
	Subtotal object - 05	962,208.00		962,208.00	114,890.07	59,657.29		11.94	847,317.93
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	113.75	113.75		0.57	19,686.25
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	113.75	113.75		0.46	24,886.25
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	(22.57)	(396.75)		(0.11)	21,022.57
200-5351-50-03	Equipment Expense/Repair	10,000.00		10,000.00	2,111.32	2,111.32		21.11	7,888.68
200-5352-50-03	Fuel	16,000.00		16,000.00	1,135.79	1,135.79		7.10	14,864.21
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	3,224.54	2,850.36		3.58	86,975.46
200-5400-50-03	Uniform Expense	12,850.00		12,850.00	2,376.61	2,376.61		18.50	10,473.39
200-5410-50-03	Professional Services						8,997.50	-	(8,997.50)

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
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	2,376.61	2,376.61	8,997.50	0.67	343,570.89
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	107.60	58.77		10.76	892.40
200-5524-50-03	Gas	600.00		600.00	397.70	397.70		66.28	202.30
200-5525-50-03	Electricity	50,300.00		50,300.00	3,439.02	3,439.02		6.84	46,860.98
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	1,125.00	1,125.00		8.52	12,075.00
200-5560-50-03	Sewer Management Fees	3,571,097.00		3,571,097.00	433,466.00	142,029.00		12.14	3,137,631.00
	Subtotal object - 05	3,641,297.00		3,641,297.00	438,535.32	147,049.49		12.04	3,202,761.68
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	3,415.33	3,415.33		37.95	5,584.67
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			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	2,569.27	1,061.24		1.84	137,430.73
200-5680-50-03	Lift Station Expense	100,000.00		100,000.00			43,142.00	-	56,858.00
	Subtotal object - 05	398,500.00		398,500.00	6,005.21	4,476.57	43,142.00	1.51	349,352.79
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			28,465.00	-	9,385.00
	Subtotal object - 06	87,850.00		87,850.00			28,465.00	-	59,385.00
200-7145-50-03	Transfer to VEF	94,439.00		94,439.00	15,739.84	7,869.92		16.67	78,699.16
200-7147-50-03	Transfer to GF	223,957.00		223,957.00	37,326.16	18,663.08		16.67	186,630.84
	Subtotal object - 07	318,396.00		318,396.00	53,066.00	26,533.00		16.67	265,330.00
<b>Program number: 3</b>	<b>WASTEWATER</b>	<b>5,878,396.00</b>		<b>5,878,396.00</b>	<b>618,211.50</b>	<b>243,057.07</b>	<b>80,604.50</b>	<b>10.52</b>	<b>5,179,580.00</b>
<b>Program number: 98</b>	<b>CONSTRUCTION INSPECTIONS</b>								
200-5110-50-98	Salaries & Wages	228,680.00		228,680.00	26,391.80	13,246.20		11.54	202,288.20
200-5115-50-98	Salaries - Overtime	15,000.00		15,000.00	3,075.20	1,407.70		20.50	11,924.80
200-5140-50-98	Salaries - Longevity	585.00		585.00	540.00	540.00		92.31	45.00
200-5145-50-98	Social Security Expense	15,145.00		15,145.00	1,709.17	866.39		11.29	13,435.83
200-5150-50-98	Medicare Expense	3,542.00		3,542.00	399.72	202.61		11.29	3,142.28
200-5155-50-98	SUTA Expense	648.00		648.00				-	648.00
200-5160-50-98	Health Insurance	38,592.00		38,592.00	4,951.40	2,475.70		12.83	33,640.60
200-5165-50-98	Dental Insurance	1,783.00		1,783.00	223.08	111.54		12.51	1,559.92
200-5170-50-98	Life Insurance/ADD	451.00		451.00	56.28	28.14		12.48	394.72
200-5175-50-98	Liability (TML)/Workers Comp	7,738.00		7,738.00	350.08	178.50		4.52	7,387.92
200-5180-50-98	TMRS Expense	33,562.00		33,562.00	4,090.03	2,070.80		12.19	29,471.97
200-5185-50-98	Long/Short Term Disability	435.00		435.00	50.15	25.17		11.53	384.85
200-5186-50-98	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	200.00	100.00		8.33	2,200.00
	Subtotal object - 05	348,561.00		348,561.00	42,036.91	21,252.75		12.06	306,524.09
200-5210-50-98	Office Supplies	400.00		400.00	27.16	27.16		6.79	372.84
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	27.16	27.16		1.51	1,772.84
200-5330-50-98	Copier Expense	720.00		720.00				-	720.00
200-5350-50-98	Vehicle Expense	3,500.00		3,500.00	544.77	457.35		15.57	2,955.23
200-5352-50-98	Fuel	5,600.00		5,600.00	311.29	311.29		5.56	5,288.71
200-5353-50-98	Oil/Grease/Inspections	100.00		100.00				-	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	9,920.00		9,920.00	856.06	768.64		8.63	9,063.94
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
200-7145-50-98	Transfer to VERF	15,250.00		15,250.00	2,541.66	1,270.83		16.67	12,708.34
	Subtotal object - 07	15,250.00		15,250.00	2,541.66	1,270.83		16.67	12,708.34
<b>Program number: 98</b>	<b>CONSTRUCTION INSPECTIONS</b>	<b>413,031.00</b>		<b>413,031.00</b>	<b>45,461.79</b>	<b>23,319.38</b>		<b>11.01</b>	<b>367,569.21</b>
<b>Department number: 50</b>	<b>PUBLIC WORKS</b>	<b>18,091,973.00</b>		<b>18,091,973.00</b>	<b>2,307,419.43</b>	<b>1,120,006.53</b>		<b>12.75</b>	<b>15,195,215.63</b>
	Expense Subtotal - - - - -	<b>24,408,888.00</b>		<b>24,408,888.00</b>	<b>2,589,051.09</b>	<b>1,325,076.63</b>	<b>589,337.94</b>	<b>10.61</b>	<b>21,230,498.97</b>
<b>Fund number: 200</b>	<b>WATER/SEWER</b>	<b>(95,805.00)</b>		<b>(95,805.00)</b>	<b>(2,046,327.73)</b>	<b>(905,944.62)</b>	<b>589,337.94</b>		<b>1,361,184.79</b>
<b>Fund number: 300</b>	<b>INTEREST AND SINKING</b>								
300-4105-10-00	Property Taxes -Delinquent				(1,722.01)	(1,797.88)		-	1,722.01
300-4110-10-00	Property Taxes -Current	(7,549,503.00)		(7,549,503.00)	(602,836.26)	(452,166.35)		7.99	(6,946,666.74)
300-4115-10-00	Taxes -Penalties				(495.54)	(374.34)		-	495.54
	Subtotal object - 04	(7,549,503.00)		(7,549,503.00)	(605,053.81)	(454,338.57)		8.01	(6,944,449.19)
300-4610-10-00	Interest Income	(45,000.00)		(45,000.00)	(5,425.49)	463.55		12.06	(39,574.51)
	Subtotal object - 04	(45,000.00)		(45,000.00)	(5,425.49)	463.55		12.06	(39,574.51)
Program number:	DEFAULT PROGRAM	(7,594,503.00)		(7,594,503.00)	(610,479.30)	(453,875.02)		8.04	(6,984,023.70)
Department number: 10	ADMINISTRATION	(7,594,503.00)		(7,594,503.00)	(610,479.30)	(453,875.02)		8.04	(6,984,023.70)
	Revenue Subtotal - - - - -	(7,594,503.00)		(7,594,503.00)	(610,479.30)	(453,875.02)		8.04	(6,984,023.70)
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
<b>Department number: 10</b>	<b>ADMINISTRATION</b>	<b>7,699,741.00</b>		<b>7,699,741.00</b>				-	<b>7,699,741.00</b>
	Expense Subtotal - - - - -	<b>7,699,741.00</b>		<b>7,699,741.00</b>				-	<b>7,699,741.00</b>
<b>Fund number: 300</b>	<b>INTEREST AND SINKING</b>	<b>105,238.00</b>		<b>105,238.00</b>	<b>(610,479.30)</b>	<b>(453,875.02)</b>			<b>715,717.30</b>
<b>Fund number: 410</b>	<b>VEHICLE/EQUIPMENT REPLACEMENT</b>								
410-4610-10-99	Interest	(20,000.00)		(20,000.00)	(7,676.16)	557.73		38.38	(12,323.84)
	Subtotal object - 04	(20,000.00)		(20,000.00)	(7,676.16)	557.73		38.38	(12,323.84)

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
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)	(246,417.50)	(123,208.75)		16.67	(1,232,087.50)
	Subtotal object - 04	(1,617,505.00)		(1,617,505.00)	(246,417.50)	(123,208.75)		15.23	(1,371,087.50)
Program number: 99	NON-DEPARTMENTAL	(1,637,505.00)		(1,637,505.00)	(254,093.66)	(122,651.02)		15.52	(1,383,411.34)
Department number: 10	ADMINISTRATION	(1,637,505.00)		(1,637,505.00)	(254,093.66)	(122,651.02)		15.52	(1,383,411.34)
	Revenue Subtotal - - - - -	(1,637,505.00)		(1,637,505.00)	(254,093.66)	(122,651.02)		15.52	(1,383,411.34)
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
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
410-5350-20-01	Vehicle Expense				4,946.12			-	(4,946.12)
	Subtotal object - 05				4,946.12			-	(4,946.12)
410-6160-20-01	Capital-Vehicles	317,190.00		317,190.00	105,815.00	105,815.00	211,630.00	33.36	(255.00)
	Subtotal object - 06	317,190.00		317,190.00	105,815.00	105,815.00	211,630.00	33.36	(255.00)
Program number: 1	OPERATIONS	324,590.00		324,590.00	110,761.12	105,815.00	211,630.00	34.12	2,198.88
Department number: 20	POLICE	324,590.00		324,590.00	110,761.12	105,815.00	211,630.00	34.12	2,198.88
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

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	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			44,109.50	-	175,190.50
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			72,739.30	-	175,225.70
Program number: 2	PARK OPERATIONS	248,425.00		248,425.00			72,739.30	-	175,685.70
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
Program number: 5	LIBRARY	4,000.00		4,000.00				-	4,000.00
Department number: 60	COMMUNITY SERVICES	254,425.00		254,425.00			72,739.30	-	181,685.70
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	110,761.12	105,815.00	390,608.57	7.93	896,215.31
<b>Fund number: 410</b>	<b>VEHICLE/EQUIPMENT REPLACEMENT</b>	<b>(239,920.00)</b>		<b>(239,920.00)</b>	<b>(143,332.54)</b>	<b>(16,836.02)</b>	<b>390,608.57</b>	<b>59.74</b>	<b>(487,196.03)</b>
<b>Fund number: 450</b>	<b>STORM DRAINAGE UTILITY FUND</b>								
450-4001-98-02	Storm Drainage Utility Fee	(705,000.00)		(705,000.00)	(116,886.59)	(58,758.57)		16.58	(588,113.41)
450-4002-98-02	Drainage Review Fee	(6,000.00)		(6,000.00)	(925.00)	(925.00)		15.42	(5,075.00)
	Subtotal object - 04	(711,000.00)		(711,000.00)	(117,811.59)	(59,683.57)		16.57	(593,188.41)
450-4610-98-02	Interest Storm Utility	(4,200.00)		(4,200.00)	(1,123.37)	86.52		26.75	(3,076.63)
	Subtotal object - 04	(4,200.00)		(4,200.00)	(1,123.37)	86.52		26.75	(3,076.63)
Program number: 2	STORM DRAINAGE	(715,200.00)		(715,200.00)	(118,934.96)	(59,597.05)		16.63	(596,265.04)
Department number: 98	ENGINEERING	(715,200.00)		(715,200.00)	(118,934.96)	(59,597.05)		16.63	(596,265.04)
	Revenue Subtotal - - - - -	(715,200.00)		(715,200.00)	(118,934.96)	(59,597.05)		16.63	(596,265.04)
450-5110-98-02	Salaries	117,808.00		117,808.00	16,182.44	8,746.42		13.74	101,625.56
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	150.00	150.00		41.10	215.00
450-5145-98-02	Social Security Expense	7,413.00		7,413.00	979.02	534.16		13.21	6,433.98
450-5150-98-02	Medicare Expense	1,734.00		1,734.00	228.97	124.93		13.21	1,505.03
450-5155-98-02	SUTA Expense	324.00		324.00	62.93	41.96		19.42	261.07
450-5160-98-02	Health Insurance	19,296.00		19,296.00	2,185.66	1,530.50		11.33	17,110.34
450-5162-98-02	HSA Expense	750.00		750.00				-	750.00
450-5165-98-02	Dental Expense	865.00		865.00	105.66	70.62		12.22	759.34
450-5170-98-02	Life Insurance/AD&D	226.00		226.00	28.14	18.76		12.45	197.86
450-5175-98-02	Liability (TML) Workers Comp	3,628.00		3,628.00	595.31	335.21		16.41	3,032.69
450-5180-98-02	TMRS Expense	16,428.00		16,428.00	2,224.95	1,211.34		13.54	14,203.05
450-5185-98-02	Long/Short Term Disability	224.00		224.00	28.26	16.62		12.62	195.74
450-5186-98-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	100.00	50.00		16.67	500.00
	Subtotal object - 05	171,051.00		171,051.00	22,871.34	12,830.52		13.37	148,179.66
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	897.50	897.50		89.75	102.50

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
450-5240-98-02	Postage and Delivery					4.70	1.50	-	(4.70)
450-5280-98-02	Printing and Reproduction	540.00		540.00				-	540.00
	Subtotal object - 05	1,890.00		1,890.00	902.20	899.00		47.74	987.80
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	21.99	15.99		2.00	1,078.01
450-5351-98-02	Equipment Expense/Repair	500.00		500.00				-	500.00
450-5352-98-02	Fuel	1,200.00		1,200.00	92.33	92.33		7.69	1,107.67
450-5353-98-02	Oil/Grease/Inspections	200.00		200.00				-	200.00
	Subtotal object - 05	8,200.00		8,200.00	114.32	108.32		1.39	8,085.68
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
	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	1,013.84	506.92		16.67	5,069.16
450-7147-98-02	Transfer to GF	98,843.00		98,843.00	16,473.84	8,236.92		16.67	82,369.16
	Subtotal object - 07	104,926.00		104,926.00	17,487.68	8,743.84		16.67	87,438.32
<b>Program number: 2</b>	<b>STORM DRAINAGE</b>	<b>548,269.00</b>		<b>548,269.00</b>	<b>41,375.54</b>	<b>22,581.68</b>		<b>7.55</b>	<b>506,893.46</b>
<b>Department number: 98</b>	<b>ENGINEERING</b>	<b>548,269.00</b>		<b>548,269.00</b>	<b>41,375.54</b>	<b>22,581.68</b>		<b>7.55</b>	<b>506,893.46</b>
	<b>Expense Subtotal - - - - -</b>	<b>548,269.00</b>		<b>548,269.00</b>	<b>41,375.54</b>	<b>22,581.68</b>		<b>7.55</b>	<b>506,893.46</b>
<b>Fund number: 450</b>	<b>STORM DRAINAGE UTILITY FUND</b>	<b>(166,931.00)</b>		<b>(166,931.00)</b>	<b>(77,559.42)</b>	<b>(37,015.37)</b>		<b>46.46</b>	<b>(89,371.58)</b>
<b>Fund number: 570</b>	<b>COURT TECHNOLOGY</b>								
570-4537-10-00	Court Technology Revenue	(8,200.00)		(8,200.00)	(1,180.00)	(572.00)		14.39	(7,020.00)
	Subtotal object - 04	(8,200.00)		(8,200.00)	(1,180.00)	(572.00)		14.39	(7,020.00)
570-4610-10-00	Interest	(150.00)		(150.00)	(36.59)	2.51		24.39	(113.41)
	Subtotal object - 04	(150.00)		(150.00)	(36.59)	2.51		24.39	(113.41)
Program number:	DEFAULT PROGRAM	(8,350.00)		(8,350.00)	(1,216.59)	(569.49)		14.57	(7,133.41)
Department number: 10	ADMINISTRATION	(8,350.00)		(8,350.00)	(1,216.59)	(569.49)		14.57	(7,133.41)
	Revenue Subtotal - - - - -	(8,350.00)		(8,350.00)	(1,216.59)	(569.49)		14.57	(7,133.41)
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
<b>Department number: 10</b>	<b>ADMINISTRATION</b>	<b>25,700.00</b>		<b>25,700.00</b>				-	<b>25,700.00</b>
	<b>Expense Subtotal - - - - -</b>	<b>25,700.00</b>		<b>25,700.00</b>				-	<b>25,700.00</b>
<b>Fund number: 570</b>	<b>COURT TECHNOLOGY</b>	<b>17,350.00</b>		<b>17,350.00</b>	<b>(1,216.59)</b>	<b>(569.49)</b>		<b>(7.01)</b>	<b>18,566.59</b>



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
<b>Fund number: 575</b>	<b>MUNICIPAL JURY FUND</b>								
575-4539-10-00	Municipal Jury Revenue				(27.20)	(13.30)		-	27.20
	Subtotal object - 04				(27.20)	(13.30)		-	27.20
Program number:	DEFAULT PROGRAM				(27.20)	(13.30)		-	27.20
Department number: 10	ADMINISTRATION				(27.20)	(13.30)		-	27.20
	Revenue Subtotal - - - - -				(27.20)	(13.30)		-	27.20
<b>Fund number: 575</b>	<b>MUNICIPAL JURY FUND</b>				<b>(27.20)</b>	<b>(13.30)</b>		-	<b>27.20</b>
<b>Fund number: 580</b>	<b>COURT SECURITY</b>								
580-4536-10-00	Court Security Revenue	(7,000.00)		(7,000.00)	(1,401.80)	(681.70)		20.03	(5,598.20)
	Subtotal object - 04	(7,000.00)		(7,000.00)	(1,401.80)	(681.70)		20.03	(5,598.20)
580-4610-10-00	Interest	(250.00)		(250.00)	(68.09)	5.51		27.24	(181.91)
	Subtotal object - 04	(250.00)		(250.00)	(68.09)	5.51		27.24	(181.91)
Program number:	DEFAULT PROGRAM	(7,250.00)		(7,250.00)	(1,469.89)	(676.19)		20.27	(5,780.11)
Department number: 10	ADMINISTRATION	(7,250.00)		(7,250.00)	(1,469.89)	(676.19)		20.27	(5,780.11)
	Revenue Subtotal - - - - -	(7,250.00)		(7,250.00)	(1,469.89)	(676.19)		20.27	(5,780.11)
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
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>18,528.00</b>		<b>18,528.00</b>				-	<b>18,528.00</b>
<b>Department number: 10</b>	<b>ADMINISTRATION</b>	<b>18,528.00</b>		<b>18,528.00</b>				-	<b>18,528.00</b>
	Expense Subtotal - - - - -	<b>18,528.00</b>		<b>18,528.00</b>				-	<b>18,528.00</b>
<b>Fund number: 580</b>	<b>COURT SECURITY</b>				<b>(1,469.89)</b>	<b>(676.19)</b>		<b>(13.03)</b>	<b>12,747.89</b>
<b>Fund number: 590</b>	<b>ESCROW</b>								
590-4915-10-00	Escrow Income				(163,869.67)	(163,869.67)		-	163,869.67
	Subtotal object - 04				(163,869.67)	(163,869.67)		-	163,869.67
Program number:	DEFAULT PROGRAM				(163,869.67)	(163,869.67)		-	163,869.67
Department number: 10	ADMINISTRATION				(163,869.67)	(163,869.67)		-	163,869.67
	Revenue Subtotal - - - - -				(163,869.67)	(163,869.67)		-	163,869.67
590-7144-10-00	Transfer to CIP				163,869.67	163,869.67		-	(163,869.67)
	Subtotal object - 07				163,869.67	163,869.67		-	(163,869.67)
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>				<b>163,869.67</b>	<b>163,869.67</b>		-	<b>(163,869.67)</b>
<b>Department number: 10</b>	<b>ADMINISTRATION</b>				<b>163,869.67</b>	<b>163,869.67</b>		-	<b>(163,869.67)</b>
	Expense Subtotal - - - - -				<b>163,869.67</b>	<b>163,869.67</b>		-	<b>(163,869.67)</b>
<b>Fund number: 590</b>	<b>ESCROW</b>								
<b>Fund number: 610</b>	<b>PARK DEDICATION FEE FUND</b>								
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)	(2,962.60)	214.28		37.03	(5,037.40)
	Subtotal object - 04	(8,000.00)		(8,000.00)	(2,962.60)	214.28		37.03	(5,037.40)
Program number:	DEFAULT PROGRAM	(208,000.00)		(208,000.00)	(2,962.60)	214.28		1.42	(205,037.40)
Department number: 60	PARK DEDICATION	(208,000.00)		(208,000.00)	(2,962.60)	214.28		1.42	(205,037.40)
	Revenue Subtotal - - - - -	(208,000.00)		(208,000.00)	(2,962.60)	214.28		1.42	(205,037.40)

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
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
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>250,000.00</b>		<b>250,000.00</b>				-	<b>250,000.00</b>
<b>Department number: 60</b>	<b>PARK DEDICATION</b>	<b>250,000.00</b>		<b>250,000.00</b>				-	<b>250,000.00</b>
	Expense Subtotal - - - - -	<b>250,000.00</b>		<b>250,000.00</b>				-	<b>250,000.00</b>
<b>Fund number: 610</b>	<b>PARK DEDICATION FEE FUND</b>	<b>42,000.00</b>		<b>42,000.00</b>	<b>(2,962.60)</b>	<b>214.28</b>		<b>(7.05)</b>	<b>44,962.60</b>
<b>Fund number: 620</b>	<b>PARK IMPROVEMENT</b>								
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)	(2,328.52)	159.56		31.05	(5,171.48)
	Subtotal object - 04	(7,500.00)		(7,500.00)	(2,328.52)	159.56		31.05	(5,171.48)
Program number:	DEFAULT PROGRAM	(607,500.00)		(607,500.00)	(2,328.52)	159.56		0.38	(605,171.48)
Department number: 60	PARK IMPROVEMENT	(607,500.00)		(607,500.00)	(2,328.52)	159.56		0.38	(605,171.48)
	Revenue Subtotal - - - - -	(607,500.00)		(607,500.00)	(2,328.52)	159.56		0.38	(605,171.48)
620-6610-60-00-1801-PK	Cockrell Park Trail Connection	510,799.00		510,799.00	57,387.21	57,387.21		11.24	453,411.79
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	57,387.21	57,387.21		3.71	1,488,867.70
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>1,546,254.91</b>		<b>1,546,254.91</b>	<b>57,387.21</b>	<b>57,387.21</b>		<b>3.71</b>	<b>1,488,867.70</b>
<b>Department number: 60</b>	<b>PARK IMPROVEMENT</b>	<b>1,546,254.91</b>		<b>1,546,254.91</b>	<b>57,387.21</b>	<b>57,387.21</b>		<b>3.71</b>	<b>1,488,867.70</b>
	Expense Subtotal - - - - -	<b>1,546,254.91</b>		<b>1,546,254.91</b>	<b>57,387.21</b>	<b>57,387.21</b>		<b>3.71</b>	<b>1,488,867.70</b>
<b>Fund number: 620</b>	<b>PARK IMPROVEMENT</b>	<b>938,754.91</b>		<b>938,754.91</b>	<b>55,058.69</b>	<b>57,546.77</b>		<b>5.87</b>	<b>883,696.22</b>
<b>Fund number: 630</b>	<b>WATER IMPACT FEES</b>								
630-4015-50-00	Impact Fees	(2,500,000.00)		(2,500,000.00)	(1,157,363.00)	(579,782.00)		46.30	(1,342,637.00)
	Subtotal object - 04	(2,500,000.00)		(2,500,000.00)	(1,157,363.00)	(579,782.00)		46.30	(1,342,637.00)
630-4615-50-00	Interest	(12,000.00)		(12,000.00)	(9,895.24)	779.00		82.46	(2,104.76)
	Subtotal object - 04	(12,000.00)		(12,000.00)	(9,895.24)	779.00		82.46	(2,104.76)
Program number:	DEFAULT PROGRAM	(2,512,000.00)		(2,512,000.00)	(1,167,258.24)	(579,003.00)		46.47	(1,344,741.76)
Department number: 50	IMPACT FEES	(2,512,000.00)		(2,512,000.00)	(1,167,258.24)	(579,003.00)		46.47	(1,344,741.76)
	Revenue Subtotal - - - - -	(2,512,000.00)		(2,512,000.00)	(1,167,258.24)	(579,003.00)		46.47	(1,344,741.76)
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
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>1,840,000.00</b>		<b>1,840,000.00</b>				-	<b>1,840,000.00</b>
<b>Department number: 50</b>	<b>IMPACT FEES</b>	<b>1,840,000.00</b>		<b>1,840,000.00</b>				-	<b>1,840,000.00</b>
	Expense Subtotal - - - - -	<b>1,840,000.00</b>		<b>1,840,000.00</b>				-	<b>1,840,000.00</b>
<b>Fund number: 630</b>	<b>WATER IMPACT FEES</b>	<b>(672,000.00)</b>		<b>(672,000.00)</b>	<b>(1,167,258.24)</b>	<b>(579,003.00)</b>		<b>173.70</b>	<b>495,258.24</b>
<b>Fund number: 640</b>	<b>WASTEWATER IMPACT FEES</b>								
640-4020-50-00	Impact Fees	(850,000.00)		(850,000.00)	(537,153.00)	(317,140.00)		63.19	(312,847.00)
	Subtotal object - 04	(850,000.00)		(850,000.00)	(537,153.00)	(317,140.00)		63.19	(312,847.00)
640-4620-50-00	Interest	(12,000.00)		(12,000.00)	(6,550.03)	489.20		54.58	(5,449.97)
	Subtotal object - 04	(12,000.00)		(12,000.00)	(6,550.03)	489.20		54.58	(5,449.97)
640-4905-50-00	Equity Fee	(200,000.00)		(200,000.00)	(87,000.00)	(42,500.00)		43.50	(113,000.00)
	Subtotal object - 04	(200,000.00)		(200,000.00)	(87,000.00)	(42,500.00)		43.50	(113,000.00)
Program number:	DEFAULT PROGRAM	(1,062,000.00)		(1,062,000.00)	(630,703.03)	(359,150.80)		59.39	(431,296.97)
Department number: 50	IMPACT FEES	(1,062,000.00)		(1,062,000.00)	(630,703.03)	(359,150.80)		59.39	(431,296.97)

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 - - - - -	(1,062,000.00)		(1,062,000.00)	(630,703.03)	(359,150.80)		59.39	(431,296.97)
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
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>2,390,000.00</b>		<b>2,390,000.00</b>				-	<b>2,390,000.00</b>
<b>Department number: 50</b>	<b>IMPACT FEES</b>	<b>2,390,000.00</b>		<b>2,390,000.00</b>				-	<b>2,390,000.00</b>
	<b>Expense Subtotal - - - - -</b>	<b>2,390,000.00</b>		<b>2,390,000.00</b>				-	<b>2,390,000.00</b>
<b>Fund number: 640</b>	<b>WASTEWATER IMPACT FEES</b>	<b>1,328,000.00</b>		<b>1,328,000.00</b>	<b>(630,703.03)</b>	<b>(359,150.80)</b>		<b>(47.49)</b>	<b>1,958,703.03</b>
<b>Fund number: 660</b>	<b>E THOROUGHFARE IMPACT FEES</b>								
660-4040-50-00	East Thoroughfare Impact Fees	(1,000,000.00)		(1,000,000.00)	(342,573.00)	(160,896.00)		34.26	(657,427.00)
	Subtotal object - 04	(1,000,000.00)		(1,000,000.00)	(342,573.00)	(160,896.00)		34.26	(657,427.00)
660-4610-50-00	Interest	(8,000.00)		(8,000.00)	(4,664.82)	360.38		58.31	(3,335.18)
	Subtotal object - 04	(8,000.00)		(8,000.00)	(4,664.82)	360.38		58.31	(3,335.18)
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>(1,008,000.00)</b>		<b>(1,008,000.00)</b>	<b>(347,237.82)</b>	<b>(160,535.62)</b>		<b>34.45</b>	<b>(660,762.18)</b>
<b>Department number: 50</b>	<b>IMPACT FEES</b>	<b>(1,008,000.00)</b>		<b>(1,008,000.00)</b>	<b>(347,237.82)</b>	<b>(160,535.62)</b>		<b>34.45</b>	<b>(660,762.18)</b>
	Revenue Subtotal - - - - -	(1,008,000.00)		(1,008,000.00)	(347,237.82)	(160,535.62)		34.45	(660,762.18)
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	27,539.65	14,943.65	240,386.00	9.24	30,270.70
660-6610-50-00-2018-PK	Coleman Med Lndsc (Talon-Vict)	350,000.00		350,000.00			29,975.00	-	320,025.00
	Subtotal object - 06	823,196.35		823,196.35	27,539.65	14,943.65	270,361.00	3.35	525,295.70
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>1,123,196.35</b>		<b>1,123,196.35</b>	<b>27,539.65</b>	<b>14,943.65</b>	<b>270,361.00</b>	<b>2.45</b>	<b>825,295.70</b>
<b>Department number: 50</b>	<b>IMPACT FEES</b>	<b>1,123,196.35</b>		<b>1,123,196.35</b>	<b>27,539.65</b>	<b>14,943.65</b>	<b>270,361.00</b>	<b>2.45</b>	<b>825,295.70</b>
	<b>Expense Subtotal - - - - -</b>	<b>1,123,196.35</b>		<b>1,123,196.35</b>	<b>27,539.65</b>	<b>14,943.65</b>	<b>270,361.00</b>	<b>2.45</b>	<b>825,295.70</b>
<b>Fund number: 660</b>	<b>E THOROUGHFARE IMPACT FEES</b>	<b>115,196.35</b>		<b>115,196.35</b>	<b>(319,698.17)</b>	<b>(145,591.97)</b>	<b>270,361.00</b>		<b>164,533.52</b>
<b>Fund number: 670</b>	<b>SPECIAL REVENUE-DONATIONS</b>								
670-4530-10-00	Police Donation Inc	(13,500.00)		(13,500.00)	(2,315.60)	(1,194.00)		17.15	(11,184.40)
670-4531-10-00	Fire Donations	(13,500.00)		(13,500.00)	(2,287.00)	(1,146.00)		16.94	(11,213.00)
670-4535-10-00	Child Safety Inc	(10,000.00)		(10,000.00)	(406.96)			4.07	(9,593.04)
	Subtotal object - 04	(37,000.00)		(37,000.00)	(5,009.56)	(2,340.00)		13.54	(31,990.44)
670-4610-10-00	Interest Income	(2,000.00)		(2,000.00)	(843.25)	61.01		42.16	(1,156.75)
	Subtotal object - 04	(2,000.00)		(2,000.00)	(843.25)	61.01		42.16	(1,156.75)
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>(39,000.00)</b>		<b>(39,000.00)</b>	<b>(5,852.81)</b>	<b>(2,278.99)</b>		<b>15.01</b>	<b>(33,147.19)</b>
<b>Department number: 10</b>	<b>ADMINISTRATION</b>	<b>(39,000.00)</b>		<b>(39,000.00)</b>	<b>(5,852.81)</b>	<b>(2,278.99)</b>		<b>15.01</b>	<b>(33,147.19)</b>
	Revenue Subtotal - - - - -	(39,000.00)		(39,000.00)	(5,852.81)	(2,278.99)		15.01	(33,147.19)
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

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	227,018.00		227,018.00				-	227,018.00
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>227,018.00</b>		<b>227,018.00</b>				-	<b>227,018.00</b>
<b>Department number: 10</b>	<b>ADMINISTRATION</b>	<b>227,018.00</b>		<b>227,018.00</b>				-	<b>227,018.00</b>
	<b>Expense Subtotal - - - - -</b>	<b>227,018.00</b>		<b>227,018.00</b>				-	<b>227,018.00</b>
<b>Fund number: 670</b>	<b>SPECIAL REVENUE-DONATIONS</b>	<b>188,018.00</b>		<b>188,018.00</b>	<b>(5,852.81)</b>	<b>(2,278.99)</b>		<b>(3.11)</b>	<b>193,870.81</b>
<b>Fund number: 675</b>	<b>CARES ACT FUND</b>								
675-4610-10-00-2019-EM	Interest Income-Collin County				(1,524.93)	(695.20)		-	1,524.93
675-4610-10-00-2022-EM	Interest Income-Denton County				(71.12)			-	71.12
	Subtotal object - 04				(1,596.05)	(695.20)		-	1,596.05
<b>Program number:</b>	<b>DEFAULT</b>				(1,596.05)	(695.20)		-	1,596.05
<b>Department number: 10</b>	<b>ADMINISTRATION</b>				(1,596.05)	(695.20)		-	1,596.05
	<b>Revenue Subtotal - - - - -</b>				(1,596.05)	(695.20)		-	1,596.05
675-5220-10-00-2019-EM	Office Equipment-Collin County				1,136.19	1,136.19	17,361.08	-	(18,497.27)
675-5225-10-00-2019-EM	Computer Hardware-Collin Cnty						41,128.00	-	(41,128.00)
	Subtotal object - 05				1,136.19	1,136.19	58,489.08	-	(59,625.27)
675-5418-10-00-2022-EM	IT Fees-Denton Cnty				124.97	124.97		-	(124.97)
675-5480-10-00-2019-EM	Contracted Services-Collin Cty				1,111.31	530.68		-	(1,111.31)
	Subtotal object - 05				1,236.28	655.65		-	(1,236.28)
675-5630-10-00-2019-EM	Safety Equipment-Collin Cnty				1,224.75	1,224.75		-	(1,224.75)
675-5630-10-00-2022-EM	Safety Equipment-Denton Cnty				880.64	880.64		-	(880.64)
	Subtotal object - 05				2,105.39	2,105.39		-	(2,105.39)
675-6110-10-00-2019-EM	Capital Expenditure-CollinCnty				155,146.57	79,207.07	8,962.00	-	(164,108.57)
	Subtotal object - 06				155,146.57	79,207.07	8,962.00	-	(164,108.57)
<b>Program number:</b>	<b>DEFAULT</b>				<b>159,624.43</b>	<b>83,104.30</b>	<b>67,451.08</b>	-	<b>(227,075.51)</b>
<b>Department number: 10</b>	<b>ADMINISTRATION</b>				<b>159,624.43</b>	<b>83,104.30</b>	<b>67,451.08</b>	-	<b>(227,075.51)</b>
	<b>Expense Subtotal - - - - -</b>				<b>159,624.43</b>	<b>83,104.30</b>	<b>67,451.08</b>	-	<b>(227,075.51)</b>
<b>Fund number: 675</b>	<b>CARES ACT FUND</b>				<b>158,028.38</b>	<b>82,409.10</b>	<b>67,451.08</b>	-	<b>(225,479.46)</b>
<b>Fund number: 680</b>	<b>W THOROUGHFARE IMPACT FEES</b>								
680-4041-50-00	W Thoroughfare Impact Fees	(2,500,000.00)		(2,500,000.00)	(1,057,987.25)	(636,618.25)		42.32	(1,442,012.75)
	Subtotal object - 04	(2,500,000.00)		(2,500,000.00)	(1,057,987.25)	(636,618.25)		42.32	(1,442,012.75)
680-4610-50-00	Interest	(10,000.00)		(10,000.00)	(8,324.05)	572.14		83.24	(1,675.95)
	Subtotal object - 04	(10,000.00)		(10,000.00)	(8,324.05)	572.14		83.24	(1,675.95)
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	(2,510,000.00)		(2,510,000.00)	(1,066,311.30)	(636,046.11)		42.48	(1,443,688.70)
<b>Department number: 50</b>	<b>IMPACT FEES</b>	(2,510,000.00)		(2,510,000.00)	(1,066,311.30)	(636,046.11)		42.48	(1,443,688.70)
	<b>Revenue Subtotal - - - - -</b>	(2,510,000.00)		(2,510,000.00)	(1,066,311.30)	(636,046.11)		42.48	(1,443,688.70)
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	11,665.00	11,665.00	157,614.00	5.67	36,379.00
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	11,665.00	11,665.00	157,614.00	1.48	621,541.19
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>3,415,820.19</b>		<b>3,415,820.19</b>	<b>11,665.00</b>	<b>11,665.00</b>	<b>157,614.00</b>	<b>0.34</b>	<b>3,246,541.19</b>
<b>Department number: 50</b>	<b>IMPACT FEES</b>	<b>3,415,820.19</b>		<b>3,415,820.19</b>	<b>11,665.00</b>	<b>11,665.00</b>	<b>157,614.00</b>	<b>0.34</b>	<b>3,246,541.19</b>
	<b>Expense Subtotal - - - - -</b>	<b>3,415,820.19</b>		<b>3,415,820.19</b>	<b>11,665.00</b>	<b>11,665.00</b>	<b>157,614.00</b>	<b>0.34</b>	<b>3,246,541.19</b>
<b>Fund number: 680</b>	<b>W THOROUGHFARE IMPACT FEES</b>	<b>905,820.19</b>		<b>905,820.19</b>	<b>(1,054,646.30)</b>	<b>(624,381.11)</b>	<b>157,614.00</b>		<b>1,802,852.49</b>
<b>Fund number: 730</b>	<b>EMPLOYEE HEALTH/INSURANCE FUND</b>								
730-4530-10-00	Employee Health Contributions	(597,690.00)		(597,690.00)	(98,737.32)	(49,698.16)		16.52	(498,952.68)

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
730-4531-10-00	Employee Dental Contributions	(106,616.00)		(106,616.00)	(16,988.18)	(8,578.60)		15.93	(89,627.82)
730-4535-10-00	Employer Health Contributions	(2,431,257.00)		(2,431,257.00)	(331,345.47)	(167,497.39)		13.63	(2,099,911.53)
730-4536-10-00	Employer Dental Contributions	(99,546.00)		(99,546.00)	(15,628.41)	(7,870.03)		15.70	(83,917.59)
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)	(462,699.38)	(233,644.18)		13.51	(2,963,509.62)
730-4610-10-00	Interest Income	(7,000.00)		(7,000.00)	(1,794.30)	126.92		25.63	(5,205.70)
	Subtotal object - 04	(7,000.00)		(7,000.00)	(1,794.30)	126.92		25.63	(5,205.70)
Program number:	DEFAULT PROGRAM	(3,433,209.00)		(3,433,209.00)	(464,493.68)	(233,517.26)		13.53	(2,968,715.32)
Department number: 10	ADMINISTRATION	(3,433,209.00)		(3,433,209.00)	(464,493.68)	(233,517.26)		13.53	(2,968,715.32)
	Revenue Subtotal - - - - -	(3,433,209.00)		(3,433,209.00)	(464,493.68)	(233,517.26)		13.53	(2,968,715.32)
730-5160-10-00	Health Insurance	2,857,398.00		2,857,398.00	398,659.99	247,962.19		13.95	2,458,738.01
730-5161-10-00	PCORI Fees	990.00		990.00				-	990.00
730-5162-10-00	HSA Expense	191,100.00		191,100.00	2,098.40	1,509.82		1.10	189,001.60
730-5165-10-00	Dental Insurance	214,430.00		214,430.00	33,062.41	16,451.06		15.42	181,367.59
730-5170-10-00	Life Insurance/AD&D	43,200.00		43,200.00	3,472.35	3,472.35		8.04	39,727.65
730-5185-10-00	Long/Short Term Disability	32,400.00		32,400.00	2,669.66	2,669.66		8.24	29,730.34
	Subtotal object - 05	3,339,518.00		3,339,518.00	439,962.81	272,065.08		13.17	2,899,555.19
730-5410-10-00	Professional Services	23,500.00		23,500.00	9,434.00			40.15	14,066.00
730-5480-10-00	Contract Services	46,793.00		46,793.00	3,146.49	2,891.79		6.72	43,646.51
	Subtotal object - 05	70,293.00		70,293.00	12,580.49	2,891.79		17.90	57,712.51
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
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>3,421,811.00</b>		<b>3,421,811.00</b>	<b>452,543.30</b>	<b>274,956.87</b>		<b>13.23</b>	<b>2,969,267.70</b>
<b>Department number: 10</b>	<b>ADMINISTRATION</b>	<b>3,421,811.00</b>		<b>3,421,811.00</b>	<b>452,543.30</b>	<b>274,956.87</b>		<b>13.23</b>	<b>2,969,267.70</b>
	<b>Expense Subtotal - - - - -</b>	<b>3,421,811.00</b>		<b>3,421,811.00</b>	<b>452,543.30</b>	<b>274,956.87</b>		<b>13.23</b>	<b>2,969,267.70</b>
<b>Fund number: 730</b>	<b>EMPLOYEE HEALTH/INSURANCE FUND</b>	<b>(11,398.00)</b>		<b>(11,398.00)</b>	<b>(11,950.38)</b>	<b>41,439.61</b>		<b>104.85</b>	<b>552.38</b>
<b>Fund number: 750</b>	<b>CAPITAL PROJECTS</b>								
750-4610-10-00	Interest Income				(2,728.45)	848.18		-	2,728.45
750-4618-10-00	Interest TXDOT Contributions				(10.90)	(5.13)		-	10.90
	Subtotal object - 04				(2,739.35)	843.05		-	2,739.35
750-4930-10-00	Insurance Proceeds				(79,338.14)	(79,338.14)		-	79,338.14
750-4995-10-00	Transfer In				(163,869.67)	(163,869.67)		-	163,869.67
750-4997-10-00	Transfers In - Bond Funds				(5,364,583.76)	(5,364,583.76)		-	5,364,583.76
750-4999-10-00	Bond Proceeds	(9,000,000.00)		(9,000,000.00)				-	(9,000,000.00)
	Subtotal object - 04	(9,000,000.00)		(9,000,000.00)	(5,607,791.57)	(5,607,791.57)		62.31	(3,392,208.43)
Program number:	DEFAULT PROGRAM	(9,000,000.00)		(9,000,000.00)	(5,610,530.92)	(5,606,948.52)		62.34	(3,389,469.08)
Department number: 10	CAPITAL PROJECTS	(9,000,000.00)		(9,000,000.00)	(5,610,530.92)	(5,606,948.52)		62.34	(3,389,469.08)
	Revenue Subtotal - - - - -	(9,000,000.00)		(9,000,000.00)	(5,610,530.92)	(5,606,948.52)		62.34	(3,389,469.08)
750-5405-10-00-1512-ST	Land Acq Svcs First St					2,000.00		-	(2,000.00)
750-5405-10-00-1823-ST	Victory Way Acq Svcs					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	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
750-5430-10-00-1721-ST	Acacia Parkway Legal Fees				15,805.75	15,805.75		-	(15,805.75)
750-5435-10-00-2017-ST	Legal Filings - Fishtrap Seg 4				54.00	54.00		-	(54.00)
	Subtotal object - 05	603,345.79		603,345.79	28,120.61	15,859.75	55,750.00	4.66	519,475.18
750-6410-10-00-2008-ST	Land Acq ROW-PrsprTrl Coit-Cus					63.51		-	(63.51)
	Subtotal object - 06					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
750-6610-10-00-1507-ST	West Prosper Rd Improvements						19,003.72	-	(19,003.72)

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
750-6610-10-00-1511-ST	Prosper Trail (Kroger to Coit)				7,265.63	7,265.63		-	(7,265.63)
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)
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	252,862.85	252,862.85		125.10	(50,728.85)
750-6610-10-00-1906-FC	Public Safety Complex FFE				287,044.34	271,623.54	15,915.38	-	(302,959.72)
750-6610-10-00-1926-PK	Whitley Place H&B Trail Extens	264,275.00		264,275.00	2,708.40	218.40		1.03	261,566.60
750-6610-10-00-1929-ST	BNSF Quiet Zone First/Fifth	145,000.00		145,000.00	10,131.70		0.05	6.99	134,868.25
750-6610-10-00-1932-ST	Coit Road and US 380	3,948.10	22,049.11	25,997.21				-	25,997.21
750-6610-10-00-2008-ST	Prosper Trl(Coit-Custer) 2Lns	763,668.95		763,668.95	399,435.94	399,435.94		52.31	364,233.01
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	22,049.11	14,544,357.10	961,348.86	931,406.36	3,524,780.85	6.61	10,058,227.39
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>15,125,653.78</b>	<b>22,049.11</b>	<b>15,147,702.89</b>	<b>989,532.98</b>	<b>947,266.11</b>	<b>3,580,530.85</b>	<b>6.53</b>	<b>10,577,639.06</b>
<b>Department number: 10</b>	<b>CAPITAL PROJECTS</b>	<b>15,125,653.78</b>	<b>22,049.11</b>	<b>15,147,702.89</b>	<b>989,532.98</b>	<b>947,266.11</b>	<b>3,580,530.85</b>	<b>6.53</b>	<b>10,577,639.06</b>
	<b>Expense Subtotal - - - - -</b>	<b>15,125,653.78</b>	<b>22,049.11</b>	<b>15,147,702.89</b>	<b>989,532.98</b>	<b>947,266.11</b>	<b>3,580,530.85</b>	<b>6.53</b>	<b>10,577,639.06</b>
<b>Fund number: 750</b>	<b>CAPITAL PROJECTS</b>	<b>6,125,653.78</b>	<b>22,049.11</b>	<b>6,147,702.89</b>	<b>(4,620,997.94)</b>	<b>(4,659,682.41)</b>	<b>3,580,530.85</b>	<b>(75.17)</b>	<b>7,188,169.98</b>
<b>Fund number: 760</b>	<b>CAPITAL PROJECTS - WATER/SEWER</b>								
760-4610-10-00	Interest Income				(9,199.67)	725.49		-	9,199.67
	Subtotal object - 04				(9,199.67)	725.49		-	9,199.67
760-4997-10-00	Transfers In - Bond Funds				(922,497.85)	(922,497.85)		-	922,497.85
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)	(922,497.85)	(922,497.85)		92.25	(77,502.15)
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>(1,000,000.00)</b>		<b>(1,000,000.00)</b>	<b>(931,697.52)</b>	<b>(921,772.36)</b>		<b>93.17</b>	<b>(68,302.48)</b>
<b>Department number: 10</b>	<b>CAPITAL PROJECTS-W/S</b>	<b>(1,000,000.00)</b>		<b>(1,000,000.00)</b>	<b>(931,697.52)</b>	<b>(921,772.36)</b>		<b>93.17</b>	<b>(68,302.48)</b>
	<b>Revenue Subtotal - - - - -</b>	<b>(1,000,000.00)</b>		<b>(1,000,000.00)</b>	<b>(931,697.52)</b>	<b>(921,772.36)</b>		<b>93.17</b>	<b>(68,302.48)</b>
760-5405-10-00-1613-DR	Land Acq Svcs Old Town Drng				500.00	500.00		-	(500.00)
	Subtotal object - 05				500.00	500.00		-	(500.00)
760-6410-10-00-2024-DR	Land Acq Old Town Reg. Pond #2	385,000.00		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
	Subtotal object - 06	1,580,333.10		1,580,333.10			205,014.50	-	1,375,318.60
<b>Program number:</b>	<b>DEFAULT PROGRAM</b>	<b>1,965,333.10</b>		<b>1,965,333.10</b>	<b>500.00</b>	<b>500.00</b>	<b>205,014.50</b>	<b>0.03</b>	<b>1,759,818.60</b>
<b>Department number: 10</b>	<b>CAPITAL PROJECTS-W/S</b>	<b>1,965,333.10</b>		<b>1,965,333.10</b>	<b>500.00</b>	<b>500.00</b>	<b>205,014.50</b>	<b>0.03</b>	<b>1,759,818.60</b>
	<b>Expense Subtotal - - - - -</b>	<b>1,965,333.10</b>		<b>1,965,333.10</b>	<b>500.00</b>	<b>500.00</b>	<b>205,014.50</b>	<b>0.03</b>	<b>1,759,818.60</b>
<b>Fund number: 760</b>	<b>CAPITAL PROJECTS - WATER/SEWER</b>	<b>965,333.10</b>		<b>965,333.10</b>	<b>(931,197.52)</b>	<b>(921,272.36)</b>	<b>205,014.50</b>	<b>(96.46)</b>	<b>1,691,516.12</b>



## INFORMATION TECHNOLOGY

**To:** Mayor and Town Council

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

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

**Re:** Town Council Meeting – January 12, 2021

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**Agenda Item:**

Consider and act upon approving a contract between NewEdge Services, L.L.C., and the Town of Prosper, Texas, related to Cityworks and ESRI ArcGIS hosting services; and authorizing the Town Manager to execute same. (LJ)

**Description of Agenda Item:**

Due to the hardware needs, complexity, and required staff necessary to build and maintain an ArcGIS server and database infrastructure, the Town Council approved in the fiscal year 2020-2021 budget establishing a GIS hosting contract with an approved hosting provider. Staff requested and received three proposals. After evaluation of the proposals, the recommendation of the I.T. division is to enter into a contract with NewEdge Services, L.L.C. NewEdge is a Frisco-based GIS services firm with a long record of excellent service to the Town. NewEdge also currently hosts the Town's CityWorks environment and the renewal of those services is included in this contract.

**Budget Impact:**

The annual cost for GIS hosting services is \$25,000.00 and will be funded from 100-5418-10-05 (IT Fees). The annual cost for CityWorks hosting services is \$25,000.00 and will be funded from 200-5419-50-02 (IT Licenses). Subsequent annual expenditures will be subject to appropriations granted in future fiscal years.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard contract for services as to form and legality.

**Attached Documents:**

1. NewEdge Services GIS Hosting Proposal
2. NewEdge Services CityWorks Hosting Renewal Proposal
3. NewEdge Services Hosting Contract

**Town Staff Recommendation:**

Town staff recommends approving a contract between NewEdge Services, L.L.C., and the Town of Prosper, Texas, related to Cityworks and ESRI ArcGIS hosting services; and authorizing the Town Manager to execute same.

**Proposed Motion:**

I move to approve a contract between NewEdge Services, L.L.C., and the Town of Prosper, Texas, related to Cityworks and ESRI ArcGIS hosting services; and authorize the Town Manager to execute same.



**Date:** April 23, 2020

**Customer:** Town of Prosper  
250 W First Street  
Prosper, TX 75078

**Attention:** Leigh Johnson, CGCIO  
972-569-1150  
Leigh\_johnson@prospertx.gov

**Quoted By:** Brad Daugherty  
469-766-3732  
bdaugherty@newedgeservices.com

Item	Description	Total Fee
1.0	<p><b>Cloud Hosting</b></p> <p>NewEdge will host the Town of Prosper's ArcGIS Enterprise and Cityworks applications on multiple cloud servers and provide all administration, including: hardware, software (Cityworks, Esri, SQL Server), and database administration. Town staff and the public will have access to select GIS mapping web / mobile applications and Cityworks through the cloud but the Town will NOT be responsible for administering any aspect of ArcGIS Enterprise or Cityworks, except as desired by Town staff. GIS data edits will either be performed under one of the options in Item 2 of this quote or will continue to be performed by the City of Frisco as they are currently.</p> <p>The Hosted solution for includes:</p> <ul style="list-style-type: none"> <li>• ArcGIS Server <ul style="list-style-type: none"> <li>○ 250 GB</li> <li>○ Dedicated ArcGIS Server machine</li> <li>○ Will utilize Town's Esri License</li> </ul> </li> <li>• Application Server <ul style="list-style-type: none"> <li>○ 100 GB Disk Space</li> <li>○ Data drive to house Cityworks and Web App Builder Applications</li> <li>○ Will utilize Town's ELA</li> </ul> </li> <li>• Database Server <ul style="list-style-type: none"> <li>○ 30 GB database size</li> <li>○ Hosts the Cityworks and Esri Geodatabase</li> <li>○ SQL Server included</li> </ul> </li> <li>• Portal Server <ul style="list-style-type: none"> <li>○ 250 GB database size</li> <li>○ Hosts portal and datastore</li> </ul> </li> <li>• The NewEdge UniqueID Tool (See Description Below)</li> <li>• Dedicated Test Environment</li> <li>• 1 major software upgrade annually, performed outside office hours. Upgrades will only be performed with client approval and scheduled accordingly with the client to best meet the client's needs.</li> <li>• Minor software upgrades/patches will be applied at client's discretion, performed outside office hours</li> <li>• All servers are fully backed up nightly, including operating system and data drives, and backups are retained for 8 days</li> <li>• Operating system patches and updates will be made during maintenance windows on the 1<sup>st</sup> Saturday of the month @ 8:00 UTC. Patches and updates will be tested prior to installation on production.</li> </ul>	<p><b>\$25,000 Annually</b></p>

*The fees quoted are good for 60 days from the date listed. The information contained within this quotation is confidential and proprietary and shall not be released to a third party without the consent of NewEdge Services, LLC.*

	<p><b><u>Client Responsibilities</u></b></p> <ul style="list-style-type: none"> <li>• The above cloud environment will utilize the Town’s Cityworks ELA and ArcGIS Enterprise license, allowing for unlimited users to access the system. Maintenance for the Cityworks and GIS software would be paid by the Town to Azteca, Inc. and Esri, respectively.</li> <li>• The Town is responsible for local hardware (desktops, laptops, servers, mobile devices, etc.) and internet connectivity.</li> </ul> <p><b><u>Special Terms and Conditions</u></b></p> <p><u>Amazon Web Services, Inc.</u>  Client acknowledges that hosting services originate with Amazon Web Services, Inc. (“AWS”) and that both NewEdge and Client are bound by the terms that govern AWS products and services. Client expressly acknowledges that Materials and Services provided by NewEdge to Client can be no more robust than those provided by AWS to NewEdge and agrees to comply with the terms and conditions that govern AWS products and services and that govern the relationship between NewEdge and AWS as they may be amended from time to time. Client may access such terms as may be relevant to the Materials and Services provided by NewEdge to Client at the following web links:</p> <ol style="list-style-type: none"> <li>a. AWS Customer Agreement applicable to all AWS offerings provided by NewEdge.  <a href="https://aws.amazon.com/agreement/">https://aws.amazon.com/agreement/</a></li> <li>b. Amazon EC2 Service Level Agreement applicable to Amazon Elastic Compute Cloud (“Amazon EC2”) and Amazon Elastic Block Store (“Amazon EBS”) offerings.  <a href="https://aws.amazon.com/ec2/sla/">https://aws.amazon.com/ec2/sla/</a></li> <li>c. Amazon Relational Database Service (“Amazon RDS”)  <a href="https://aws.amazon.com/rds/sla/">https://aws.amazon.com/rds/sla/</a></li> </ol> <p><u>Environmental Systems Research Institute, Inc. (Esri)</u>  Client acknowledges that hosting services utilize licensed products from Environmental Systems Research Institute, Inc. (Esri) and that both NewEdge and Client are bound by the terms that govern Esri products and services. Client expressly acknowledges that Materials and Services provided by NewEdge to Client can be no more robust than those provided by Esri to NewEdge and agrees to comply with the terms and conditions that govern Esri products and services and that govern the relationship between NewEdge and Esri as they may be amended from time to time. Client may access such terms as may be relevant to the Materials and Services provided by NewEdge to Client at the following web links:</p> <ol style="list-style-type: none"> <li>a. Esri Master Agreement  <a href="http://www.esri.com/~media/Files/Pdfs/legal/pdfs/mla_e204_e300_english.pdf">http://www.esri.com/~media/Files/Pdfs/legal/pdfs/mla_e204_e300_english.pdf</a></li> <li>b. Esri Legal Information  <a href="http://www.esri.com/legal/software-license">http://www.esri.com/legal/software-license</a></li> </ol>	
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The fees quoted are good for 60 days from the date listed. The information contained within this quotation is confidential and proprietary and shall not be released to a third party without the consent of NewEdge Services, LLC.



	<p><u>Azteca Systems, Inc. (Cityworks)</u>  Client acknowledges that hosting services utilize licensed products from Azteca Systems, Inc. (Cityworks) and that both NewEdge and Client are bound by the terms that govern Cityworks products and services. Client expressly acknowledges that Materials and Services provided by NewEdge to Client can be no more robust than those provided by Cityworks to NewEdge and agrees to comply with the terms and conditions that govern Cityworks products and services and that govern the relationship between NewEdge and Cityworks as they may be amended from time to time. Client may access such terms as may be relevant to the Materials and Services provided by NewEdge to Client through the Clients MyCityworks.com login.</p> <p><b>NewEdge UniqueID Tool Description</b>  NewEdge Services, LLC (NewEdge) will install the NewEdge Unique ID Tool on the client's hardware. The tool will be configured to meet the specific requirements of the client and will maintain unique IDs for designated feature classes within the geodatabase. Designed to work seamlessly with the GIS database, the NewEdge Unique ID Tool generates custom, unique IDs for GIS features with the following highlights:</p> <ul style="list-style-type: none"> <li>• Allows for multiple ID formats in same attribute; Legacy ID's remain active</li> <li>• Globally unique IDs across database</li> <li>• Saves configuration for easy modifications</li> <li>• Automatically assigns IDs, eliminating user error or duplicate ID's generated through manual ID processes</li> <li>• Batch ID generation functionality - for use with new or imported datasets</li> </ul>	
2	<p><b>GIS Support</b>  NewEdge will provide all levels of support for ArcGIS Desktop, ArcGIS Enterprise, ArcGIS Portal and/or ArcGIS Online. This will include but is not limited to:</p> <ul style="list-style-type: none"> <li>• GIS data editing and assessment</li> <li>• GIS data analysis</li> <li>• GIS database design reconfiguration and data loading</li> <li>• GIS database administration and data updates</li> <li>• Database user administration</li> <li>• Database schema changes and updates</li> <li>• User support and troubleshooting</li> <li>• Map creation</li> <li>• Web/mobile application development and deployment</li> <li>• Trimble GPS Training and Support</li> </ul> <p>Support does not include field data collection. Any GIS edits would be performed using markups, as-builts and other data sources provided by the Town. Field data collection, such as collection of features using field equipment, would need to be performed by the Town or issued under a separate contract.</p> <p><u>Option 1</u>  The Town can purchase 50-hour increments at \$5,500.</p> <p><u>Option 2</u>  NewEdge will provide unlimited support - \$6,000 per month</p>	

The fees quoted are good for 60 days from the date listed. The information contained within this quotation is confidential and proprietary and shall not be released to a third party without the consent of NewEdge Services, LLC.

*The fees quoted are good for 60 days from the date listed. The information contained within this quotation is confidential and proprietary and shall not be released to a third party without the consent of NewEdge Services, LLC.*

## Exhibit A Cityworks Hosting Services

Date: December 2020

Item	Description	Total Fee
1.0	<p><b>Cityworks Hosted Solution</b></p> <p>NewEdge Services, LLC will host the Town of Prosper’s Cityworks application on a Cloud server and provide all administration of Cityworks, including: hardware, software (Cityworks, Esri, SQL Server), and database administration. Users with administrator privileges will have access to the Designer module of Cityworks.</p> <p>NewEdge staff will continue to work with the City of Frisco to obtain and update the Town’s GIS data on the hosted server. The City of Frisco will continue to maintain the Town’s GIS data but will NOT be responsible for administering any aspect of Cityworks. Procedures and applications will be implemented for the regular transfer of GIS data from Frisco to the Cloud.</p> <p>The Cityworks hosted solution includes:</p> <ul style="list-style-type: none"> <li>• Hosting the Town’s Cityworks Server AMS Software</li> <li>• Use of NewEdge Services Commercial ArcGIS Server license</li> <li>• SQL Server Software</li> <li>• All server hardware required to run the Cityworks application. <i>Client is responsible for desktops, laptops, mobile devices, etc. that will access the web based application</i></li> <li>• 120 hours / year of continued support</li> </ul> <p>The contract period is for one (1) year from date of award of contract. All pricing is to remain firm during the contract period. The contract will auto-renew for up to two (2) additional one-year terms on an annual basis, unless written notice of the intent not to renew is provided to either party not less than sixty (60) days prior to the renewal date.</p>	<p>\$25,000.00 Annually</p>

**TOWN OF PROSPER  
CONTRACT FOR SERVICES  
CONTRACT NO. 2021-17-A**

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **NewEdge Services, LLC** ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Cityworks and ESRI ArcGIS Hosted Solution (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for one (1) year from January 12, 2021. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit A.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to [ap@prospertx.gov](mailto:ap@prospertx.gov).
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit B. Failure to maintain the required insurance may result in immediate termination of the Contract.

11. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold the Town of Prosper, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and cost of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the Contractor, or of any agent, employee, subcontractor or supplier for which the Contractor is responsible in the execution of, or performance under, and contract which may result from contract award and the Contractor so agrees upon the submission of the proposal. The Contractor shall deliver, if so requested by the Town of Prosper, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to

comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.



21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.
22. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.
23. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.
24. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
25. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Town of Prosper  
 Attn: January Cook, Purchasing Manager  
 P.O. Box 307  
 Prosper, TX 75078  
 jcook@prospertx.gov

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Laura Carr, GISP  
 Chief Operating Officer  
 NewEdge Services, LLC  
 9191 Kyser Way, Suite 103  
 Frisco, TX 75034

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

- 26. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
- 27. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.
- 28. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
- 29. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

**AGREED TO BY:**

**NEWEDGE SERVICES, LLC**

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Laura Carr  
Chief Operating Officer

By: \_\_\_\_\_  
Harlan Jefferson  
Town Manager

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

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



## PARKS & RECREATION

**To:** Mayor and Town Council

**From:** Dudley Raymond, Director of Parks and Recreation

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

**Re:** Town Council Meeting – January 12, 2021

**Agenda Item:**

Consider and act upon awarding CSP No. 2021-09-B to North Rock Construction, LLC, related to construction services for the Whitley Place Trail Powerline Easement (1926-PK); and authorizing the Town Manager to execute a construction agreement for same.

**Description of Agenda Item:**

On November 13, 2020, at 10:00 AM, fourteen (14) Competitive Sealed Proposals (CSP) were received for the Whitley Place Trail Powerline Easement Project. The project was advertised using the Competitive Sealed Proposal Construction alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria:

- Qualifications and Experience (30%)
  - Outline contractor and subcontractor experience with similar projects.
  - Outline qualifications of key personnel assigned to this project.
  - Provide references.
- Proposed Project Timeline (20%)
- Cost Proposal (50%)

The verified cost proposals ranged between \$190,396.15 and \$305,467.50. The Engineer's Estimate was \$266,116.00. The proposed final completion times ranged from 60 calendar days to 120 calendar days. North Rock Construction, LLC, was the firm that ranked the highest after consideration of Costs, Time, and Qualifications, with a cost of \$190,396.15, and project timeline of 65 calendar days.

North Rock Construction, LLC, costs include a 12' wide reinforced concrete trail, an 8' sidewalk connection, grading, sodding, hydro-mulching, and other related improvements. North Rock Construction, LLC, recently completed the construction of State Highway 289 Gateway Monument for the Town of Prosper. Staff checked the references provided and received positive feedback.

**Budget Impact:**

The FY 2019-2020 Capital Improvement Program included a total budget of \$270,000 in Grant Funds and Bond Funds for the Whitley Place Trail Powerline Easement Project. This agreement will be funded from the 2019 CO Bonds in account 750-6610-10-00-1926-PK. Up to \$90,000 of the project may be reimbursed by the awarded Collin County Parks and Open Space Program.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Location Map
2. Evaluation Matrix
3. Construction Agreement

**Town Staff Recommendation:**

Town staff recommends awarding CSP No. 2021-09-B to North Rock Construction, LLC, related to construction services for the Whitley Place Trail Powerline Easement (1926-PK); and authorizing the Town Manager to execute a construction agreement for same.

**Proposed Motion:**

I move to award CSP No. 2021-09-B to North Rock Construction, LLC, related to construction services for the Whitley Place Trail Powerline Easement (1926-PK); and authorize the Town Manager to execute a construction agreement for same.

# Location Map



CSP NO. 2021-09-B WHITLEY PLACE TRAIL (POWERLINE EASEMENT) EVALUATION MATRIX	Qualifications and Experience (30%)		Proposed Project Timeline (20%)		Cost Proposal (50%)		TOTAL SCORE
	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	
VENDOR							
ANA Site Construction, LLC	5.67	1.70	5.33	1.07	8.00	4.00	6.76
AUI Partners, LLC	6.78	2.03	5.33	1.07	6.39	3.19	6.29
Greenscapes Six, LLC	7.58	2.28	3.33	0.67	6.97	3.49	6.43
GRod Construction, LLC	6.72	2.02	4.44	0.89	6.37	3.18	6.09
Home Run Construction LLC	4.78	1.43	3.81	0.76	6.68	3.34	5.54
HQS Construction	7.33	2.20	5.33	1.07	8.86	4.43	7.70
KDA Contractors, Inc.	6.33	1.90	5.63	1.13	6.70	3.35	6.38
McMahon Contracting LP	7.78	2.33	6.67	1.33	7.31	3.65	7.32
MSB Constructors, Inc.	8.00	2.40	4.44	0.89	7.03	3.51	6.80
North Rock Construction	8.42	2.53	6.15	1.23	10.00	5.00	8.76
RBR Infrastructure & Road, LLC	7.44	2.23	5.00	1.00	6.23	3.12	6.35
Ti-Zack Concrete, Inc.	7.33	2.20	5.33	1.07	8.06	4.03	7.29
Unified Contracting, LLC	7.00	2.10	5.19	1.04	7.38	3.69	6.83
XIT Paving and Construction, Inc.	7.39	2.22	4.44	0.89	8.66	4.33	7.44

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR

**WHITLEY PLACE TRAIL  
(POWERLINE EASEMENT)  
CSP NO. 2021-09-B**



TOWN OF PROSPER  
COLLIN COUNTY, TEXAS

TOWN OFFICIALS

Ray Smith, Mayor  
Jason Dixon, Mayor Pro-Tem  
Craig Andres, Deputy Mayor Pro-Tem  
Marcus E. Ray, Place 1  
Amy Bartley, Place 3  
Meigs Miller, Place 4  
Jeff Hodges, Place 5

Harlan Jefferson, Town Manager

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## LEGAL NOTICE

The Town of Prosper is accepting competitive sealed proposals for **CSP NO. 2021-09-B Whitley Place Trail (Powerline Easement)**. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until **2:00 P.M. on Thursday, November 5, 2020**. Any proposals received after this time will not be accepted and will be returned unopened. **The proposal opening will be held online on Thursday, November 5, 2020 @ 3:00 P.M.** To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/81961143368>  
 Meeting ID: 819 6114 3368  
 Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,  
 +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of a 12' wide hike and bike trail including barrier free ramps, grading, drainage and landscape and all related improvements.

Each proposal submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at **Town of Prosper Parks Department, 409 E. First Street, Prosper, Texas, 75078, Phone: (972) 569-1063** without charge. These documents may be acquired from that office for the non-refundable purchase price of \$25.00 per (11 x 17) hard copy and spec book, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to January Cook, CPPPO, CPPB, Purchasing Manager, at [jcook@prospertx.gov](mailto:jcook@prospertx.gov). The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on Friday, October 30, 2020**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

## INSTRUCTIONS TO PROPOSERS

1. Submittal Deadline: Proposals will be accepted until **2:00 P.M. on Thursday, November 5, 2020**.
2. Submittal Location: Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078.
3. Electronic Submittal Requirements: If submitting proposal through IonWave.net, Proposer shall complete all requested information and submit all required documents.
4. Hard Copy Submittal Requirements: If submitting proposal in hard copy, Proposer shall submit one (1) original of their proposal in a sealed envelope clearly marked with their name and **CSP NO. 2021-09-B Whitley Place Trail (Powerline Easement)**. Proposer shall complete all requested information and submit all required documents.
5. Proposal Opening: **The proposal opening will be held online Thursday November 5, 2020 @ 3:00 P.M.** To participate in the proposal opening, please use the following:

Join Zoom Meeting:	<a href="https://us02web.zoom.us/j/81961143368">https://us02web.zoom.us/j/81961143368</a>
Meeting ID:	819 6114 3368
Dial-in any of these numbers	+1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

6. Proposal Documents: Copies of Plans, Specifications, and Contract Documents may be examined without charge at the following location:

Town of Prosper Parks Department  
409 E. First Street  
Prosper, TX 75078  
Phone: 972-569-1063

or

Download free of charge from Current Bidding Opportunities, at the following link:

<http://www.prospertx.gov/business/bid-opportunities/>.

7. Questions and Requests for Clarification: Questions and requests for clarifications in regards to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to January Cook, CPPO, CPPB, Purchasing Manager, at [jcook@prospertx.gov](mailto:jcook@prospertx.gov). The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on Friday, October 30, 2020**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.
8. Addenda: If it becomes necessary to provide additional information to potential Proposers, the Town of Prosper will issue an addendum containing the necessary information.
9. Pre-Proposal Meeting: A pre-proposal meeting will not be held for this project

**CSP NO: 2021-09-B  
Whitley Place Trail (Powerline Easement)**

10. Site Visit: N/A

## CONSTRUCTION AGREEMENT

THE STATE OF TEXAS            )  
   )  
 COUNTY OF COLLIN            )

KNOW ALL MEN BY THESE PRESENTS:

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

**CSP NO. 2021-09-B  
 Whitley Place Trail (Powerline Easement)**

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

### A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

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

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

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

#### **B. Total of Payments Due Contractor**

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **One Hundred Ninety-Thousand Three Hundred Ninety-Six dollars and Fifteen cents (\$190,396.15)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

#### **C. Dates to Start and Complete Work**

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **25** calendar days after the date of the Notice to Proceed for the base proposal. Within **40** additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

#### **D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS**

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

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND**

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

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

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

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

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

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

## E. Insurance Requirements

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

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

re: CSP No. 2021-09-B Whitley Place Trail (Powerline Easement)

### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

### 2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - 1) Premises / Operations
  - 2) Broad Form Contractual Liability
  - 3) Products and Completed Operations
  - 4) Personal Injury

- 5) Broad Form Property Damage
  - 6) Explosion Collapse and Underground (XCU) Coverage.
  - b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
  - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
  - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
  - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

- a. General Liability and Automobile Liability Coverage
  - 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
  - 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.



- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

**F. Performance, Payment and Maintenance Bonds**

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

maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

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

#### **G. Progress Payments and Retainage**

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

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

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

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

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

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

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

#### **H. Withholding Payments to Contractor**

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

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

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

#### **I. Acceptance of the Work**

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on

"substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

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

#### **J. Acceptance of Erosion Control Measures**

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

#### **K. Final Payment**

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

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

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents

and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

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

#### **L. Contractor's Warranty**

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

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

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

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

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

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

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

#### **M. Compliance with Laws**

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the

Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

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

#### N. "Anti-Israel Boycott" Provision

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

#### O. Other Items

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

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

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

**THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE**

**OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.**

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

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

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

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

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

*[Signatures continued on following page.]*

NORTH ROCK CONSTRUCTION, LLC

TOWN OF PROSPER, TEXAS

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: **HARLAN JEFFERSON**  
Title: Town Manager  
Date: \_\_\_\_\_

Address: 525 South Loop 288  
Suite 105  
Denton, Texas 76205

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

Phone: (940) 220-5500  
Email: jgann@nrockconstruction.com

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

ATTEST:

\_\_\_\_\_  
MELISSA LEE  
Town Secretary



## PERFORMANCE BOND

STATE OF TEXAS                    )  
  )  
COUNTY OF COLLIN        )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **12th day of \_\_\_\_\_, A.D. 2021**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2021-09-B  
Whitley Place Trail (Powerline Easement)**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

PRINCIPAL:

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

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

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

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City State Zip

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*[Signatures continued on following page.]*

ATTEST:

SURETY:

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

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

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Printed Name

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Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

**NOTE:** Date on Page 1 of Performance Bond must be same date as Contract. Date on Page 2 of Performance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

## PAYMENT BOND

STATE OF TEXAS                    )  
  )  
COUNTY OF COLLIN    )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the **12th day of January, A.D. 2021**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

### CSP NO. 2021-09-B Whitley Place Trail (Powerline Easement)

**NOW THEREFORE**, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive venue shall lie in Collin County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may

be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

PRINCIPAL:

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

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

\_\_\_\_\_  
Typed/Printed Name

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[Signatures continued on following page.]

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By: \_\_\_\_\_  
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The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

**NOTE:** Date on Page 1 of Performance Bond must be same date as Contract. Date on Page 2 of Performance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

## MAINTENANCE BOND

STATE OF TEXAS                    )  
   )  
 COUNTY OF COLLIN                )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as "Principal," and \_\_\_\_\_, a corporate surety/sureties organized under the laws of the State of \_\_\_\_\_ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

**WHEREAS**, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the **12th day of January, 2021**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

### CSP NO. 2021-09-B Whitley Place Trail (Powerline Easement)

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

**WHEREAS**, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

**NOW, THEREFORE**, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

**PROVIDED**, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

PRINCIPAL:

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

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

\_\_\_\_\_  
Typed/Printed Name

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[Signatures continued on following page.]



ATTEST:

By: \_\_\_\_\_  
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City State Zip

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SURETY:

By: \_\_\_\_\_  
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City State Zip

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## SPECIAL CONDITIONS

**SC.01 PURPOSE:** The Special Conditions contained herein set forth conditions or requirements particular to this Contract: **CSP NO. 2021-09-B WHITLEY PLACE TRAIL (Powerline Easement)**

The Special Conditions supplement the General Conditions and the Standard Specifications and take precedence over any conditions or requirements of the General Conditions and the Standard Specifications with which they are in conflict.

**SC.02 DEFINITIONS:** The following words and expressions, or pronouns used in their place, shall wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

- **ENGINEER:** The Engineer of Record as shown on the Construction Drawings: **Studio 13 Design Group, or his designee**

**SC.03 MINIMUM STANDARDS OF RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The Town of Prosper may request representation and other information sufficient to determine respondent's ability to meet the minimum standards, including but not limited to:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Have a satisfactory record of performance on a minimum of three (3) completed projects of similar scope, quantities, and cost, within the past five (5) years;
- C. Ability to comply with the required or proposed delivery schedule;
- D. Have a satisfactory record of integrity and ethics; and
- E. Be otherwise qualified and eligible to receive an award.

**SC.04 INTRODUCTION:** The Town of Prosper ("Town") is accepting competitive sealed proposals (CSP) for furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Whitley Place Trail Extension project.

The contract will be awarded based on the evaluation criteria stated herein. This document provides interested firms with the information necessary to prepare and submit a proposal for consideration. Proposals are to be submitted in accordance with this document, and the accompanying instructions.

There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. All costs directly or indirectly related to preparation of a response to this request for competitive sealed proposals (CSP), any oral presentation required to supplement and/or clarify a proposal, and/or reasonable demonstrations which may be, at its discretion, required by the Town shall be the sole responsibility of, and shall be borne completely by the proposer.

Proposals for the projects as specified will be received online, or in hard copy. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery. The Town reserves the right to reject any or all proposals submitted.

Proposals submitted will be reviewed by Town staff. It is the responsibility of the proposer to ensure the receipt of any and all addenda related to the proposal. It shall be the sole responsibility of the respondent to insure that their proposal is received by the Purchasing Office within the time limit indicated. Late proposals will not be considered.

During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process, including an oral presentation to the Town Council.

The Town reserves the right to retain all proposals submitted, and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this CSP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected. All proposals submitted will remain valid for a period of 90 days subsequent to the CSP due date.

**SC.05 SPECIFICATIONS:** Proposal must meet or exceed the specifications and requirements herein, in order to be considered.

**SC.06 TESTING, INSPECTION AND CONTROL:** The Town will require materials testing and construction inspection to be performed by a commercial Material Testing Firm selected by the Contractor and approved by the Owner. The contractor shall coordinate with this Material Testing firm during construction of the project for all testing required. Coordination shall consist of the following items:

- Contractor to notify the Material Testing firm and the Town Inspector 48 hours in advance of all required testing.
- Provide access to project and testing areas sufficient to perform the required tests.
- Furnish incidental labor and facilities as required for testing.
- Provide a secure onsite storage area for test samples.
- Provide necessary Traffic Control for testing performed in traffic areas.
- Contractor to request Standard Proctor tests from the Material Testing Firm and Town Inspector at least ten (10) days in advance of beginning subgrade or trench excavation.

The Contractor will pay for all testing as required in the contract documents.

**SC.07 BOND PROJECT SIGNS:** The Contractor shall furnish and erect Bond Project signs at the locations on all bond funded projects as directed by the Town, payment for same shall be as provided in the proposal. The unit bid price of the sign includes fabrication, installation, modifications requested by the Town. The Contractor shall be responsible for the protection and maintenance of these signs for the duration of the project.

The Bond Project signs shall meet the size and style requirements of the Town in dimension and information. The contractor shall submit a sample document of the sign for the Town's approval. The Bond Project signs shall include the project's name and project number, TCEQ SWPPP permit number and shall also reference Collin County as a contributor to the project.

**SC.08 MOBILIZATION:** This item shall consist of the mobilization of personnel, equipment and supplies at the project site in preparation for commencing work on other contract items. Mobilization shall include, but is not limited to, the movement of equipment, personnel, material, supplies, etc., to the project site and the establishment of necessary field facilities.

- A. Measurement of the item "Mobilization" as specified herein, will be by the "lump sum", as the work progresses.
- B. The price proposed for mobilization may not exceed five (5) percent of the total contract amount for the project. Partial payments of the lump sum proposed for mobilization will be as follows:

1. When ten (10) days of contract time have elapsed, fifty (50) percent of the mobilization lump sum proposed will be paid on the following monthly payment.
2. When twenty-five (25) days of contract time have elapsed, one hundred (100) percent of the mobilization lump sum proposed will be paid on the following monthly payment, minus retainage.
3. Upon completion of all work under this contract, payment for the remainder of the lump sum proposed for mobilization will be made.

**SC.09 PRESERVATION AND PROTECTION OF TREES, SHRUBS AND VEGETATION:** No trees, shrubs or vegetation shall be removed except upon the specific authority of the Town. Trees adjacent to the work shall be protected in accordance with the Town Park Department Standard Details and Specifications.

It is the Town's intention that all native plant material at this project site not specifically indicated on the plans for removal be protected and preserved. The contractor shall take all necessary precautions to avoid damage or removal of trees, shrubs and other plant materials that are to remain following construction. Specimen trees and other plants within and closely adjacent to construction sites shall be adequately protected by the Contractor.

Do not store, stack or place equipment, material, chemicals or supplies within twenty-five (25) feet from edge of canopy of any plant materials that are to remain.

Plant protection requirements cited above include authorized pruning and cutting of limbs and major roots. The Contractor is cautioned not to cut, prune or otherwise remove plant parts without prior approval and guidance by the Town inspector or representative. Any trees, shrubs or vegetation removed without approval by the Town will be replaced as directed by the Town and at the Contractors expense.

No separate measurement or payment will be made for preservation and protection of plant materials. This item shall be considered incidental to the other various items bid for the project.

**SC.10 EROSION CONTROL:** An Erosion Control Plan (ECP) has been prepared for the project and is incorporated into this bid package. As part of the Erosion Control bid item, the Contractor shall prepare the Storm Water Pollution Prevention Plan (SW3P). The Contractor and the Town will be co-operators for the site as defined in the Texas Pollution Discharge Elimination System (TPDES) General Permit issued for storm water discharges from construction sites. Both the Contractor and the Town will submit a Notice of Intent (NOI) as co-permittees to discharge storm water from sites that disturb more than 5 acres in compliance with the General Permit. Both the Town and the Contractor will generate a construction site notice to discharge storm water from sites that disturb more than 1 acre in compliance with the General Permit.

All additional contractors and/or subcontractors whose activities impact the (SW3P) shall sign a certification similar to that shown in Section IX - Erosion Control stating that they understand their responsibilities under the Plan.

The SW3P should be prepared in accordance with the most current North Central Texas Council of Governments (NCTCOG) best practices for construction activities manual which has been adopted by the Town of Prosper as a means for compliance with the TPDES General Permit. All other SW3P's that may be prepared in relation to this project must comply with the BMP Manual and, ultimately, the TPDES General Permit. Copies of the BMP Manual are available at the offices of the North Central Texas Council of Governments and on the NCTCOG website.

All Stormwater Pollution Prevention Plan measures and fees, including but not limited to those shown on the Erosion Control Plan and described in the Contract Documents shall be paid on a lump sum basis under the Erosion Control pay item. Temporary seeding, hydro mulching or sodding required during construction, prior to final resodding, will not be paid for separately but shall be paid for under this lump sum item.

All Site Operators/Contractors shall become familiar with and comply with all requirements detailed in the NCTCOG manual.

- SC.11 VIDEO OF WORK SITE:** The Contractor shall be required to video the entire project work site prior to beginning construction. A copy of the tape shall be furnished to the Town prior to the first pay request. (No separate pay item). Any damage identified during and after construction not documented is assumed to be the responsibility of the Contractor and the Contractor shall replace or repair any damaged areas at no cost to the Town.
- SC.12 DAMAGE AND RESTORATION OF SITE:** The Contractor shall minimize disturbance to the immediate area of the project work. Any damage to existing facilities or materials (including sidewalk, trail, landscaping, plant material, irrigation, etc.) shall be restored by the Contractor to equal or better than original conditions at no cost to the Town. Damaged existing sidewalks and/or trails shall be removed and replaced with full panel replacements. Any damaged plant material on existing medians / roadways will require replacement by the Contractor at no cost to the Town.
- SC.13 SUBMITTALS:** In order for your proposal to be considered responsive, the following information must be submitted:

A. Qualifications and Experience

- 1) Outline contractor and subcontractor experience with similar projects, and label as **Attachment A1**.
- 2) Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager) and label as **Attachment A2**.
- 3) Complete and submit the Completed Projects and References Worksheet and label as **Attachment A3**.
- 4) Submit a copy of an actual project schedule used during construction and label as **Attachment A4**.

B. Pricing

You should respond to all Bid Lines listed for this project as follows:

- 1) For online submissions, please submit pricing for all Bid Lines.
- 2) For hard copy submissions, you must print and complete the Bid Lines and submit it with your proposal.
- 3) The Town is exempt from paying Texas State or local sales and use taxes. Please ensure the prices proposed do not include taxes.

C. Bid Proposal Conditions (Bid Attributes)

- 1) For online submissions, you must select "I Agree", or provide the requested information for each Bid Attribute.
- 2) For hard copy submissions, you must complete and print the Bid Attributes section and submit it with your proposal.

D. Supplier Information

- 1) For hard copy submissions, you must complete and print the Supplier Information section and submit it with your proposal.

**SC.14 EVALUATION CRITERIA:** A review committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of respondents to provide in their submission any information requested in this CSP may result in disqualification of the submission. The objective of the review committee will be to select the Proposal that provides the best value to the Town. The decision made by the Town of Prosper will be final. The agreement will be awarded based on the following evaluation criteria:

- A. Qualifications and Experience (30%)
- B. Proposed Project Timeline (20%)
- C. Cost Proposal (50%)

**SC.15 INTERVIEWS AND PRESENTATIONS:** In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the Town after the closing date. Selection may be made strictly from the information provided in the Proposal. However, the Town reserves the right to conduct interviews with and request presentations from any respondents.

**SC.16 SELECTION AND AWARD:** If the Town is unable to reach an agreement with the first-ranked Contractor, the Town shall terminate further discussions with the first-ranked Contractor, and commence negotiations with the next-ranked Contractor, in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Contractor is expressly conditioned upon (1) the Contractor's execution and delivery of the Contract, and delivery of all required bonds and evidence of insurance, within ten (10) calendar days after the Contractor is notified of the acceptance of its Proposal, and (ii) the Contractor's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Contractor fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Town may, at its option and discretion, without releasing, impairing or affecting its right to receive the Proposal security as damages for such failure, rescind the award, commence negotiations with the next ranked Contractor, or may reject all Proposals.

There will be no contractual obligation on the part of the Town to any Contractor, nor will any firm have any property interest or other right in the contract or work being proposed, unless and until the Agreement is unconditionally executed and delivered by all parties, all submittals required by the Proposal Documents and Agreement and all conditions to be fulfilled by the selected firm have either been so fulfilled by the firm, or waived in writing by the firm or Town, as applicable.

**SC.17 SUBMISSION OR DELIVERY OF PROPOSAL:** Proposals for the construction services specified will be received online, or in hard copy. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery.

- A. Online Submission

Proposals may be submitted online through IonWave.net, the Town's e-procurement system. Please ensure that you provide all required information, including attachments. Any additional response attachments must be uploaded and included with your submission in order to be considered.

- B. Mailed/Delivered Submission

Proposals must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope. Please submit one (1) unbound original and one (1) copy of your proposal, in a sealed envelope or package to the address listed below:

**Delivery Address:**

Town of Prosper  
Attn: Purchasing Manager  
250 W. First St.  
3<sup>rd</sup> Floor Finance Suite  
Prosper, Texas 75078

**Mailing Address (US Postal Service Only):**

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

## TECHNICAL SPECIFICATIONS

TS.01: **GENERAL:** Materials furnished and construction methods utilized for this project shall be in conformance with the North Central Texas Council of Governments (NCTCOG) "Standard Specifications for Public Works Construction" (current edition), as amended or supplemented (**SEPARATE DOCUMENT NOT INCLUDED**) and the Town of Prosper standards and specifications (current version), including the current specifications for and rules governing improvements upon subdivisions of land within the jurisdiction of the Town of Prosper, Texas. (**SEPARATE DOCUMENT NOT INCLUDED**).

Where conflicts exist, the following documents shall govern in the following order: (1) Town of Prosper standards and specifications; (2) Construction Plans; (3) Project Manual; and (4) NCTCOG's "Standard Specifications for Public Works Construction".

Please reference the Construction Plans for all other technical specifications not contained herein.





## 2021-09-B Addendum 1 North Rock Construction Supplier Response

### Event Information

Number: 2021-09-B Addendum 1  
Title: Whitley Place Trail (Powerline Easement)  
Type: Competitive Sealed Proposals  
Issue Date: 10/20/2020  
Deadline: 11/13/2020 10:00 AM (CT)  
Notes: The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2021-09-B WHITLEY PLACE TRAIL (POWERLINE EASEMENT). Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until **10:00 A.M. on Friday, November 13, 2020**. Any proposals received after this time will not be accepted and will be returned unopened. The proposal opening will be held online on **Friday, November 13, 2020 @ 11:00 A.M.** To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/81961143368>  
Meeting ID: 819 6114 3368  
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,  
+1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials

(except as otherwise specified), and performing all work necessary for the construction of a 12' wide hike and bike trail including barrier free ramps, grading, drainage and landscape and all related improvements.

Attachment 3

Item 4.

Each proposal submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Parks Department, 409 E. First St., Prosper, Texas, 75078, Phone: (972) 569-1063 without charge. These documents may be acquired from that office for the non-refundable purchase price of \$25.00 (11 x 17) per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link:  
<http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to January Cook, CPPO, CPPB, Purchasing Manager, at [jcook@prospertx.gov](mailto:jcook@prospertx.gov). The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Friday, October 30, 2020. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit the Planholder Registration Form to be placed on the official Planholder List

## Contact Information

Contact: January Cook Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: [jcook@prospertx.gov](mailto:jcook@prospertx.gov)

Attachment 3

Item 4.

## North Rock Construction Information

Attachment 3

Item 4.

Contact: John F. Gann II  
Address: 525 South Loop 288  
Suite 105  
Denton, TX 76205  
Phone: (940) 220-5500  
Fax: (877) 305-4657  
Toll Free: (940) 220-5500

By submitting your response, you certify that you are authorized to represent and bind your company.

John F Gann II

Signature

Submitted at 11/13/2020 9:51:36 AM

igann@nrockconstruction.com

Email

## Requested Attachments

### Bid Bond

Bid Bond - Whitley.pdf

### Attachment A1

Bid Docs - Whitley.pdf

Outline contractor and subcontractor experience with similar projects

### Attachment A2

A-2 Quals of Key Personnel - Whitley Place.pdf

Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager)

### Attachment A3

Bid Docs - Whitley.pdf

Complete and submit the Completed Projects and References Worksheet

### Attachment A4

WESTWORTH VILLAGE TRAILS SCHEDULE (Trail 5).pdf

Submit a copy of an actual project schedule used during construction for same or similar type of project. This should serve as an example, and not intended to be a project schedule for this project.

### Out of State Contractor Compliance Form

No response

Only submit if applicable

### Conflict of Interest Questionnaire

No response

Only submit if applicable

## Bid Attributes

### 1 Bid Proposal Condition No. 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

I Agree

**2 Bid Proposal Condition No. 2**

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

I Agree

**3 Bid Proposal Condition No. 3**

The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.

I Agree

**4 Bid Proposal Condition No. 4**

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

I Agree

**5 Bid Proposal Condition No. 5**

Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

I Agree

**6 Bid Proposal Condition No. 6**

Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

I Agree

**7 Bid Proposal Condition No. 7**

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

I Agree

**8 Bid Proposal Condition No. 8**

Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

I Agree

**9 Bid Proposal Condition No. 9**

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

I Agree

**10 Bid Proposal Condition No. 10**

Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and within **the number of calendar days proposed based on date of Notice to Proceed.**

I Agree

**11 Bid Proposal Condition No. 11 (PROJECT SPECIFIC)**

Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work within **the number of calendar days proposed** as part of this Proposal. Within the number of additional calendar days proposed after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.

I Agree

**12 Bid Proposal Condition No. 12**

Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.

I Agree

**13 Bid Proposal Condition No. 13**

Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.

I Agree

**14 Bid Proposal Condition No. 14**

In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by **surety company named in the space provided**, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. **In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.**

I Agree

**15 Bid Proposal Condition No. 15**

The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

I Agree

<b>1 6</b>	<b>Bid Proposal Condition No. 16</b> The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final. <input type="text" value="I Agree"/>
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<b>1 7</b>	<b>Base Bid</b> Cost of Materials <input type="text" value="\$63720.00"/>
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<b>1 8</b>	<b>Base Bid</b> Cost of Labor, Profit, etc. <input type="text" value="\$126676.15"/>
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<b>1 9</b>	<b>Addendum No. 1</b> Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="text" value="Acknowledged"/>
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<b>2 0</b>	<b>Addendum No. 2</b> Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="text" value="No response"/>
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<b>2 1</b>	<b>Addendum No. 3</b> Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="text" value="No response"/>
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<b>2 2</b>	<b>Addendum No. 4</b> Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="text" value="No response"/>
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<b>2 3</b>	<b>Addendum No. 5</b> Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="text" value="No response"/>
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<b>2 4</b>	<b>Subcontractor 1 - Name</b> Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable. <input type="text" value="No response"/>
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<b>2 5</b>	<b>Subcontractor 1 - Type of Work</b> <input type="text" value="No response"/>
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<b>2 6</b>	<b>Subcontractor 1 - % of Work</b> <input type="text" value="No response"/>
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27	<b>Subcontractor 2 - Name</b>	Attachment 3	Item 4.
		<input type="text" value="No response"/>	

28	<b>Subcontractor 2 - Type of Work</b>
	<input type="text" value="No response"/>

29	<b>Subcontractor 2 - % of Work</b>
	<input type="text" value="No response"/>

30	<b>Subcontractor 3 - Name</b>
	<input type="text" value="No response"/>

31	<b>Subcontractor 3 - Type of Work</b>
	<input type="text" value="No response"/>

32	<b>Subcontractor 3 - % of Work</b>
	<input type="text" value="No response"/>

33	<b>Subcontractor 4 - Name</b>
	<input type="text" value="No response"/>

34	<b>Subcontractor 4 - Type of Work</b>
	<input type="text" value="No response"/>

35	<b>Subcontractor 4 - % of Work</b>
	<input type="text" value="No response"/>

36	<b>Subcontractor 5 - Name</b>
	<input type="text" value="No response"/>

37	<b>Subcontractor 5 - Type of Work</b>
	<input type="text" value="No response"/>

38	<b>Subcontractor 5 - % of Work</b>
	<input type="text" value="No response"/>

39	<b>Supplier 1 - Name</b>
	Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required.
	<input type="text" value="No response"/>

40	<b>Supplier 1 - Type of Material/Equipment</b>
	<input type="text" value="No response"/>

41	<b>Supplier 2 - Name</b>
	<input type="text" value="No response"/>



4 2	<b>Supplier 2 - Type of Material/Equipment</b>	Attachment 3	Item 4.
	<input type="text" value="No response"/>		
4 3	<b>Supplier 3 - Name</b>		
	<input type="text" value="No response"/>		
4 4	<b>Supplier 3 - Type of Material/Equipment</b>		
	<input type="text" value="No response"/>		
4 5	<b>Supplier 4 - Name</b>		
	<input type="text" value="No response"/>		
4 6	<b>Supplier 4 - Type of Material/Equipment</b>		
	<input type="text" value="No response"/>		
4 7	<b>Supplier 5 - Name</b>		
	<input type="text" value="No response"/>		
4 8	<b>Supplier 5 - Type of Material/Equipment</b>		
	<input type="text" value="No response"/>		
4 9	<b>Project Timeline: Substantial Completion</b>		
	Provide number of calendar days to reach substantial completion of all construction		
	<input type="text" value="25"/>		
5 0	<b>Project Timeline: Final Completion</b>		
	Provide number of calendars days after substantial completion to reach final completion of all construction		
	<input type="text" value="40"/>		

## Bid Lines

1	<b>Package Header</b>		
	Base Proposal		
	Quantity: <u>  1  </u>	Total:	<input type="text" value="\$190,396.15"/>
	<b>Package Items</b>		
	<b>1.1 Mobilization and Bonds</b>		
	Quantity: <u>  1  </u> UOM: <u>  LS  </u>	Unit Price: <input type="text" value="\$26,294.43"/>	Total: <input type="text" value="\$26,294.43"/>
	<b>1.2 Demolition / Removal of existing 5 ft -0 in Sidewalk</b>		
	Quantity: <u> 126 </u> UOM: <u>  LF  </u>	Unit Price: <input type="text" value="\$14.47"/>	Total: <input type="text" value="\$1,823.22"/>
	<b>1.3 Sawcut and Removal of existing curb and gutter (12 ft trail width plus 5 ft each side)</b>		
	Quantity: <u>  66 </u> UOM: <u>  LF  </u>	Unit Price: <input type="text" value="\$17.94"/>	Total: <input type="text" value="\$1,184.04"/>
	<b>1.4 Grading</b>		
	Quantity: <u>  1  </u> UOM: <u>  LS  </u>	Unit Price: <input type="text" value="\$6,713.52"/>	Total: <input type="text" value="\$6,713.52"/>

		Attachment 3	
<b>1.5</b>	6 in Depth x 12 ft Wide Concrete Trail	Quantity: <u>13830</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$5.74"/> Total: <input type="text" value="\$79,384.20"/>
<b>1.6</b>	6 in Depth x 8 ft Wide Concrete Trail	Quantity: <u>504</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$6.57"/> Total: <input type="text" value="\$3,311.28"/>
<b>1.7</b>	4 in Depth x 5 ft Wide Concrete Sidewalk	Quantity: <u>600</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$5.15"/> Total: <input type="text" value="\$3,090.00"/>
<b>1.8</b>	12 ft Wide Barrier Free Ramps	Quantity: <u>3</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,112.97"/> Total: <input type="text" value="\$9,338.91"/>
<b>1.9</b>	24 in R.C.P. Drain Pipe	Quantity: <u>64</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$84.34"/> Total: <input type="text" value="\$5,397.76"/>
<b>1.10</b>	Sloped Headwall w/out Pipe Runners	Quantity: <u>2</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$997.15"/> Total: <input type="text" value="\$1,994.30"/>
<b>1.11</b>	SWPP	Quantity: <u>1</u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$2,181.73"/> Total: <input type="text" value="\$2,181.73"/>
<b>1.12</b>	Erosion Control Measures	Quantity: <u>1</u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$5,092.80"/> Total: <input type="text" value="\$5,092.80"/>
<b>1.13</b>	Bermuda Sod	Quantity: <u>4975</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$0.47"/> Total: <input type="text" value="\$2,338.25"/>
<b>1.14</b>	Temporary Irrigation	Quantity: <u>1</u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$3,835.64"/> Total: <input type="text" value="\$3,835.64"/>
<b>1.15</b>	Traffic Control	Quantity: <u>1</u> UOM: <u>LS</u>	Unit Price: <input type="text" value="\$6,479.59"/> Total: <input type="text" value="\$6,479.59"/>
<b>1.16</b>	40 SF Grouted Riprap (8ft x 5ft x 12in depth)	Quantity: <u>2</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$2,021.01"/> Total: <input type="text" value="\$4,042.02"/>
<b>1.17</b>	Weeping Love Grass	Quantity: <u>42085</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$0.40"/> Total: <input type="text" value="\$16,834.00"/>
<b>1.18</b>	5' Wide Barrier Free Ramps	Quantity: <u>6</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,843.41"/> Total: <input type="text" value="\$11,060.46"/>

Attachment 3  
Item 4.

**2** *Line deleted as part of an Addendum*

**3** *Line deleted as part of an Addendum*

**Response Total: \$190,396.15**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*

**North Rock Construction, LLC**

525 S. Loop 288, Suite 105

Denton, TX 76205

### SURETY:

*(Name, legal status and principal place of business)*

**Atlantic Specialty Insurance Company**

605 Highway 169 North, Suite 800

Plymouth, MN 55441

**Mailing Address for Notices**

**Atlantic Specialty Insurance Company**

605 Highway 169 North, Suite 800

Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

*(Name, legal status and address)*

**Town of Prosper**

250 W. First Street

Prosper, TX 75078

**BOND AMOUNT: Five Percent of the Greatest Amount Bid**

**(5% G.A.B.)**

### PROJECT:

*(Name, location or address, and Project number, if any)*

**Whitley Place PH. 9 Hike and Bike Trail**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of November 2020

  
\_\_\_\_\_  
*(Principal)* **North Rock Construction, LLC** *(Seal)*

*(Witness)*   
\_\_\_\_\_  
*(Title)* **By: [Signature] President**

*(Witness)*   
\_\_\_\_\_  
**Julissa Villar**

*(Surety)* **Atlantic Specialty Insurance Company** *(Seal)*

*(Title)* **By: [Signature] Attorney-in-Fact**  
**Brady K. Cox**

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

**1-800-321-2721**

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company  
Paralegal

605 Highway 169 North, Suite 800  
Plymouth, MN 55441

1-781-332-7671

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

**1-800-321-2721**

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company  
Paralegal

605 Highway 169 North, Suite 800  
Plymouth, MN 55441

1-781-332-7671

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS □ RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **William Baldwin, Blaine Allen, Brent Baldwin, Brock Baldwin, Brady K. Cox, Russ Frenzel, Michael B. Hill**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

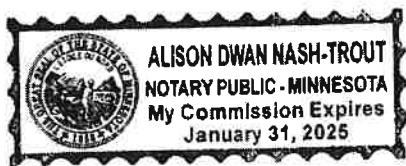
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Dwan Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of November 2020.



*Kara Barrow*  
Kara Barrow, Secretary

This Power of Attorney expires  
January 31, 2025

## PLANNING



**To:** Mayor and Town Council

**From:** Alex Glushko, AICP, Planning Manager

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

**Re:** Town Council Meeting – January 12, 2021

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**Agenda Item:**

Consider and act upon an ordinance for a Specific Use Permit (SUP) for a Day Care Center (Prosper United Methodist Church), on 42.6± acres, located on the northwest corner of Coleman Street and Preston Road. The property is zoned Single Family-12.5 (SF-12.5). (S20-0001).

**Description of Agenda Item:**

On November 10, 2020, the Town Council approved the proposed rezoning request, by a vote of 6-0, subject to:

1. Approval of a Development Agreement, which will include right-of-way and easement dedication and masonry and architectural standards consistent with Exhibit D.

An ordinance has been prepared accordingly. The Development Agreement between the Town of Prosper and Prosper United Methodist Church is on the January 12, 2021 Council agenda.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance
2. SUP Exhibits A, B, C, and D

**Staff Recommendation:**

Staff recommends the Town Council approve an ordinance approving a Specific Use Permit (SUP) for a Day Care Center (Prosper United Methodist Church), on 42.6± acres, located on the northwest corner of Coleman Street and Preston Road.

**Proposed Motion:**

I move to approve an ordinance approving a Specific Use Permit (SUP) for a Day Care Center (Prosper United Methodist Church), on 42.6± acres, located on the northwest corner of Coleman Street and Preston Road.

## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2021-\_\_\_

**AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE; GRANTING A SPECIFIC USE PERMIT (SUP) FOR A LICENSED CHILD CARE CENTER, CONSISTING OF 42.581 ACRES, MORE OR LESS, LOCATED IN THE S. RICE SURVEY, ABSTRACT NO. 787, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request from Prosper United Methodist Church ("Applicant") for a Specific Use Permit (SUP) for a licensed child care center, consisting of 42.581 acres of land, more or less, located in the S. Rice Survey, Abstract No. 787, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

**WHEREAS**, all legal notices required to grant a Specific Use Permit (SUP) have been given in the manner and form set forth by law, Public Hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

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

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

### **SECTION 1**

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

### **SECTION 2**

Specific Use Permit Granted. The Town's Zoning Ordinance is amended as follows: Applicant is granted a Specific Use Permit (SUP) for a licensed child care center, consisting of 42.581 acres of land, more or less, located in the S. Rice Survey, Abstract No. 787, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Specific Use Permit shall conform to, and comply with 1) the site plan, attached hereto as Exhibit "B," 2) the



landscape plan, attached hereto as Exhibit “C,” and 3) the façade plan, attached hereto as Exhibit “D,” which is incorporated herein for all purposes as if set forth verbatim.

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

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

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

Penalty. Any person, firm, corporation or business entity violating this Ordinance or any provision of Prosper’s Zoning Ordinance No. 05-20, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day’s violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state and federal law.

### **SECTION 6**

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

### **SECTION 7**

Savings/Repealing Clause. Prosper’s Zoning Ordinance No. 05-20 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of

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

**SECTION 8**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 12TH DAY OF JANUARY, 2021.**

\_\_\_\_\_  
**Ray Smith, Mayor**

**ATTEST:**

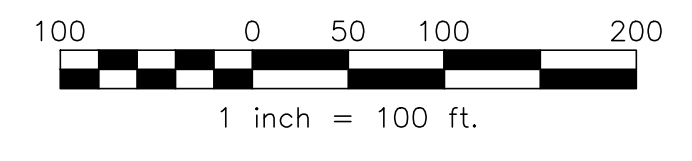
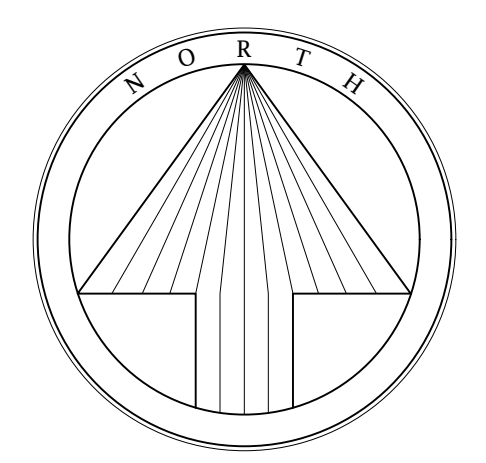
\_\_\_\_\_  
**Melissa Lee, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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

NOTES:

1. Basis of bearing: State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
2. Selling a portion of this addition by metes and bounds is a violation of City ordinance and state law and is subject to fines and withholding of utilities and building permits.



Line Table			Line Table			Line Table		
Line #	Bearing	Distance	Line #	Bearing	Distance	Line #	Bearing	Distance
BL1	S 49°51'41" E	117.99'	BL14	S 46°03'52" E	109.44'	BL27	S 39°19'00" E	38.60'
BL2	S 21°21'10" E	63.70'	BL15	S 54°08'48" E	107.29'	BL28	S 21°43'41" E	43.98'
BL3	S 69°31'45" E	129.31'	BL16	S 44°29'21" E	56.74'	BL29	S 29°03'05" E	55.96'
BL4	S 74°22'31" E	182.83'	BL17	S 28°52'50" E	57.30'	BL30	S 44°59'03" E	38.46'
BL5	S 47°25'14" E	224.67'	BL18	S 15°54'59" E	61.19'	BL31	S 72°35'48" E	45.61'
BL6	S 78°09'36" E	255.13'	BL19	S 39°12'28" E	41.96'	BL32	S 44°46'13" E	36.02'
BL7	S 68°26'20" E	176.74'	BL20	S 48°20'59" E	65.47'	BL33	S 68°25'36" E	67.52'
BL8	S 43°09'14" E	75.14'	BL21	S 51°35'29" E	83.26'	BL34	S 88°38'32" E	88.05'
BL9	S 04°39'18" W	63.76'	BL22	S 51°20'33" E	52.18'	BL35	S 01°21'28" W	86.88'
BL10	S 06°08'48" E	111.93'	BL23	S 61°52'29" E	46.24'	BL36	N 86°44'31" W	227.96'
BL11	S 72°16'23" E	343.70'	BL24	S 53°45'36" E	50.60'	BL37	N 68°56'16" W	123.73'
BL12	N 65°52'50" E	218.72'	BL25	S 60°13'20" E	43.86'	BL38	S 69°42'41" W	267.38'
BL13	N 70°08'12" E	201.06'	BL26	S 78°36'00" E	27.75'	BL39	S 89°31'11" W	43.47'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
BC1	264.13'	850.00'	17°48'15"	N 77°50'24" W	263.07'
BC2	305.94'	850.00'	20°37'21"	N 79°14'57" W	304.29'
BC3	307.51'	850.00'	20°43'41"	S 80°04'32" W	305.83'
BC4	293.86'	850.00'	19°48'30"	S 79°36'56" W	292.40'

**OWNER'S CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEING a tract of land situated in the S. Rice Survey, Abstract No. 787, City of Prosper, Collin County, Texas, being all of a tract of land conveyed to Prosper United Methodist Church by deed recorded in Document No. 20150626000744210 of the Deed Records, Collin County, Texas (DRCC), the subject tract being more particularly described as follows:

BEGINNING at a point on the east line of Victory Way, a 45 foot right-of-way, for the southwest corner of a tract of land conveyed to Frisco Tollway Partners, Ltd., recorded in Volume 5622, Page 3883 DRCC, and from which a 5/8" iron rod found for the northwest corner thereof bears N 00°11'41" W, 316.48 feet, said point being in the approximate centerline of a creek;

THENCE along the south line of said Frisco Tollway tract, along said creek, the following:

S 49°51'41" E, 117.99 feet; S 21°21'10" E, 63.70 feet; S 69°31'45" E, 129.31 feet;

S 74°22'31" E, 182.83 feet; S 47°25'14" E, 224.67 feet; S 78°09'36" E, 255.13 feet;

S 68°26'20" E, 176.74 feet; S 43°09'14" E, 75.14 feet; S 04°39'18" W, 63.76 feet;

S 06°08'48" E, 111.93 feet;

And S 72°16'23" E, 343.70 feet to the southeast corner of said Frisco Tollway tract and being the southwest corner of Lot 3, Block A, Victory at Frontier, an addition recorded in Cabinet 2018, Page 699, Plat Records, Collin County, Texas;

THENCE along the south line of said Lot 3, along said creek, the following:

N 65°52'50" E, 218.72 feet; N 70°08'12" E, 201.06 feet; S 46°03'52" E, 109.44 feet;

And S 54°08'48" E, 107.29 feet to the southeast corner of said Lot 3 and being the southwest corner of a tract conveyed to Victory at Frontier South, LP, recorded in Document No. 20180824001065580 DRCC;

THENCE along the south line of said Victory at Frontier South tract, along said creek, the following:

S 44°29'21" E, 56.74 feet; S 28°52'50" E, 57.30 feet; S 15°54'59" E, 61.19 feet;

S 39°12'28" E, 41.96 feet; S 48°20'59" E, 65.47 feet; S 51°35'29" E, 83.26 feet;

S 51°20'33" E, 52.18 feet; S 61°52'29" E, 46.24 feet; S 53°45'36" E, 50.60 feet;

S 60°13'20" E, 43.86 feet; S 78°36'00" E, 27.75 feet; S 39°19'00" E, 38.60 feet;

S 21°43'41" E, 43.98 feet; S 29°03'05" E, 55.96 feet; S 44°59'03" E, 38.46 feet;

S 72°35'48" E, 45.61 feet; S 44°46'13" E, 36.02 feet;

And S 68°25'36" E, 67.52 feet to the west line of State Highway 289, a variable width right-of-way (also known as Preston Road), from which an aluminum TxDOT monument found for corner bears N 02°12'48" E, 381.33 feet;

THENCE S 88°38'32" E, 88.05 feet to the centerline of Preston Road;

THENCE S 01°21'28" W, 86.88 feet along said centerline to the intersection thereof with the centerline of Coleman Street;

N 86°44'31" W, 227.96 feet;

A tangent curve to the right having a central angle of 17°48'15", a radius of 850.00 feet, a chord of N 77°50'24" W - 263.07 feet, an arc length of 264.13 feet;

N 68°56'16" W, 123.73 feet;

A tangent curve to the left having a central angle of 20°37'21", a radius of 850.00 feet, a chord of N 79°14'57" W - 304.29 feet, an arc length of 305.94 feet;

N 89°33'38" W, 872.01 feet;

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

S 69°42'41" W, 267.38 feet;

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

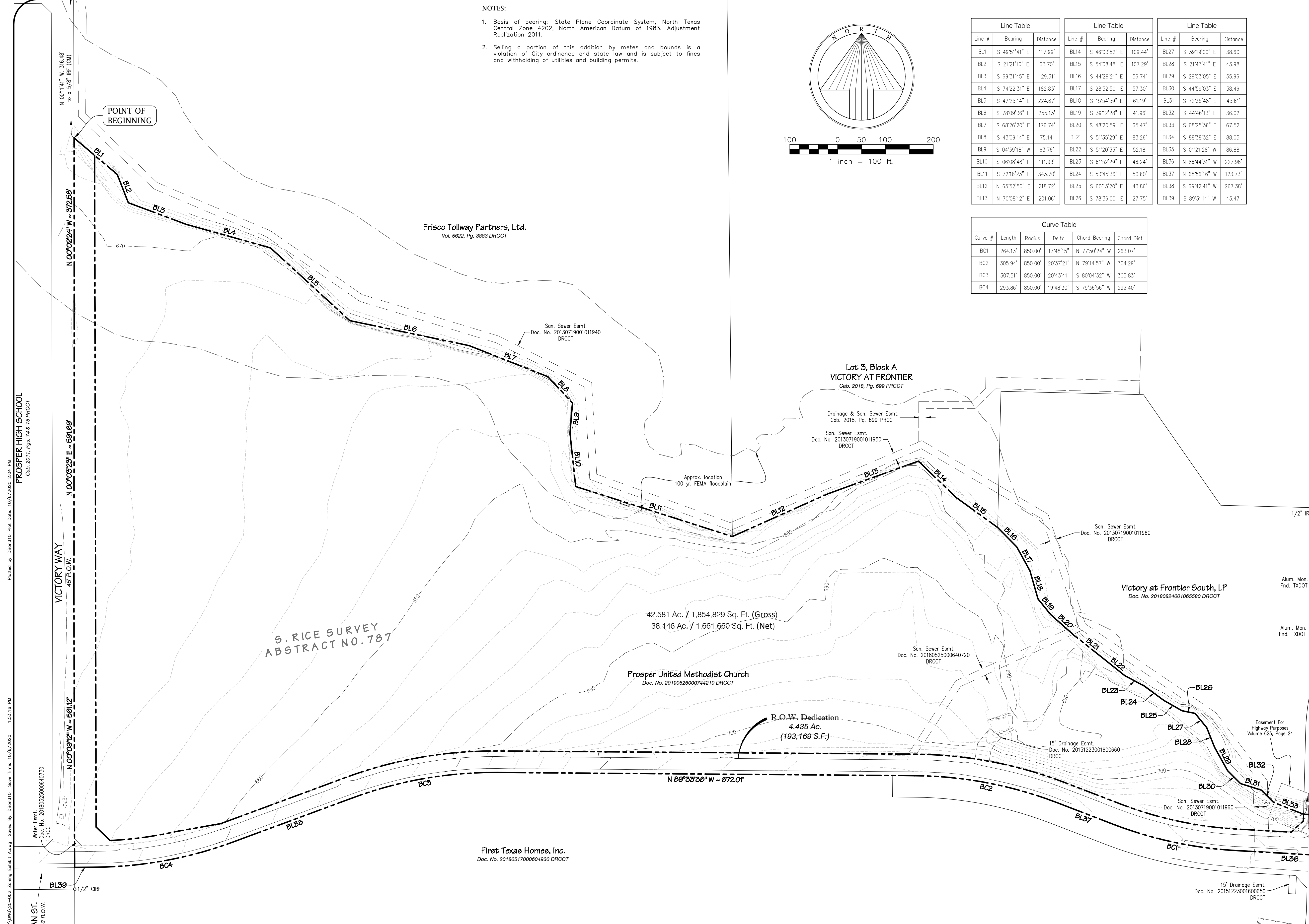
And S 89°31'11" W, 43.47 feet to the intersection thereof with the east line of Victory Way;

THENCE along the east line thereof, the following:

N 00°09'12" W, 561.12 feet;

N 00°03'23" E, 591.69 feet;

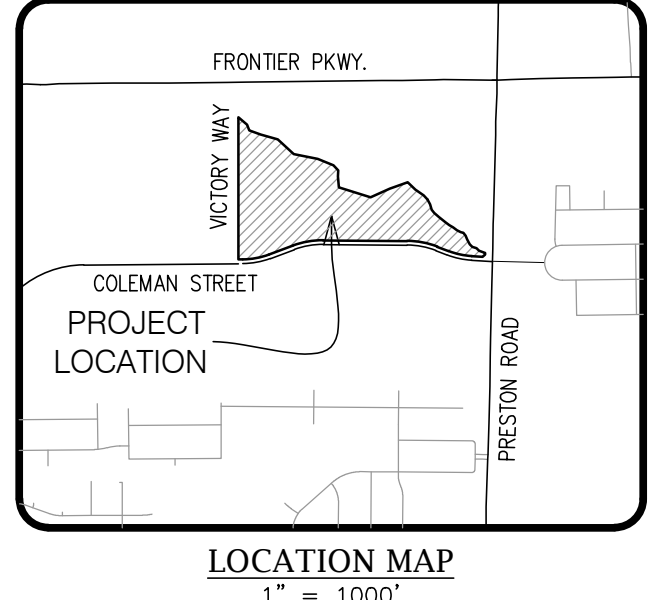
And N 00°02'24" W, 372.58 feet to the POINT OF BEGINNING with the subject tract containing 1,854,829 square feet or 42.581 acres of land.



Drawing: 6/20/20 JOB#530-002 Prosper UMC/UMM - SURVEY/PLAT/30-002 Zoning Exhibit A.dwg Saved By: D:\dand10 Date: 10/6/2020 1:53:16 PM  
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 Water Esmt. Doc. No. 20180525000640720 DRCC  
 Son. Sewer Esmt. Doc. No. 20130719001011960 DRCC  
 Drainage & Son. Sewer Esmt. Cab. 2018, Pg. 699 PRCCT  
 Son. Sewer Esmt. Doc. No. 20130719001011950 DRCC  
 Son. Sewer Esmt. Doc. No. 20180525000640720 DRCC  
 15' Drainage Esmt. Doc. No. 20151223001600660 DRCC  
 Son. Sewer Esmt. Doc. No. 20130719001011960 DRCC  
 15' Drainage Esmt. Doc. No. 20151223001600650 DRCC  
 Alum. Mon. Frnd. TxDOT  
 Alum. Mon. Frnd. TxDOT  
 Easement For Highway Purposes Volume 625, Page 24  
 Son. Sewer Esmt. Doc. No. 20130719001011960 DRCC  
 15' Drainage Esmt. Doc. No. 20151223001600650 DRCC

**LEGEND**  
 (Not all items may be applicable)

o	1/2" IRON ROD WITH PLASTIC CAP STAMPED
o	*SPARSENG SET, UNLESS OTHERWISE NOTED
o	IRON ROD FOUND
o	CAPPED IRON ROD FOUND
o	ALUM. MONUMENT FOUND
o	CONTROL MONUMENT
o	BY THIS PLAT
o	R.O.W. RIGHT-OF-WAY
o	DRCC DEED RECORDS, COLLIN COUNTY, TEXAS
o	PRCC PLAT RECORDS, COLLIN COUNTY, TEXAS



**OWNER / APPLICANT**  
 Prosper United Methodist Church  
 205 Church Street  
 Prosper, Texas 75078  
 Telephone: (972) 347-2372  
 Contact: Jason McConnell

**ENGINEER / SURVEYOR**  
 Spars Engineering, Inc.  
 765 Custer Road, Suite 100  
 Plano, TX 75075  
 Telephone: (972) 422-0077  
 TBPELS No. F-2121 and No. F-10043100  
 Contact: David Bond, P.E.

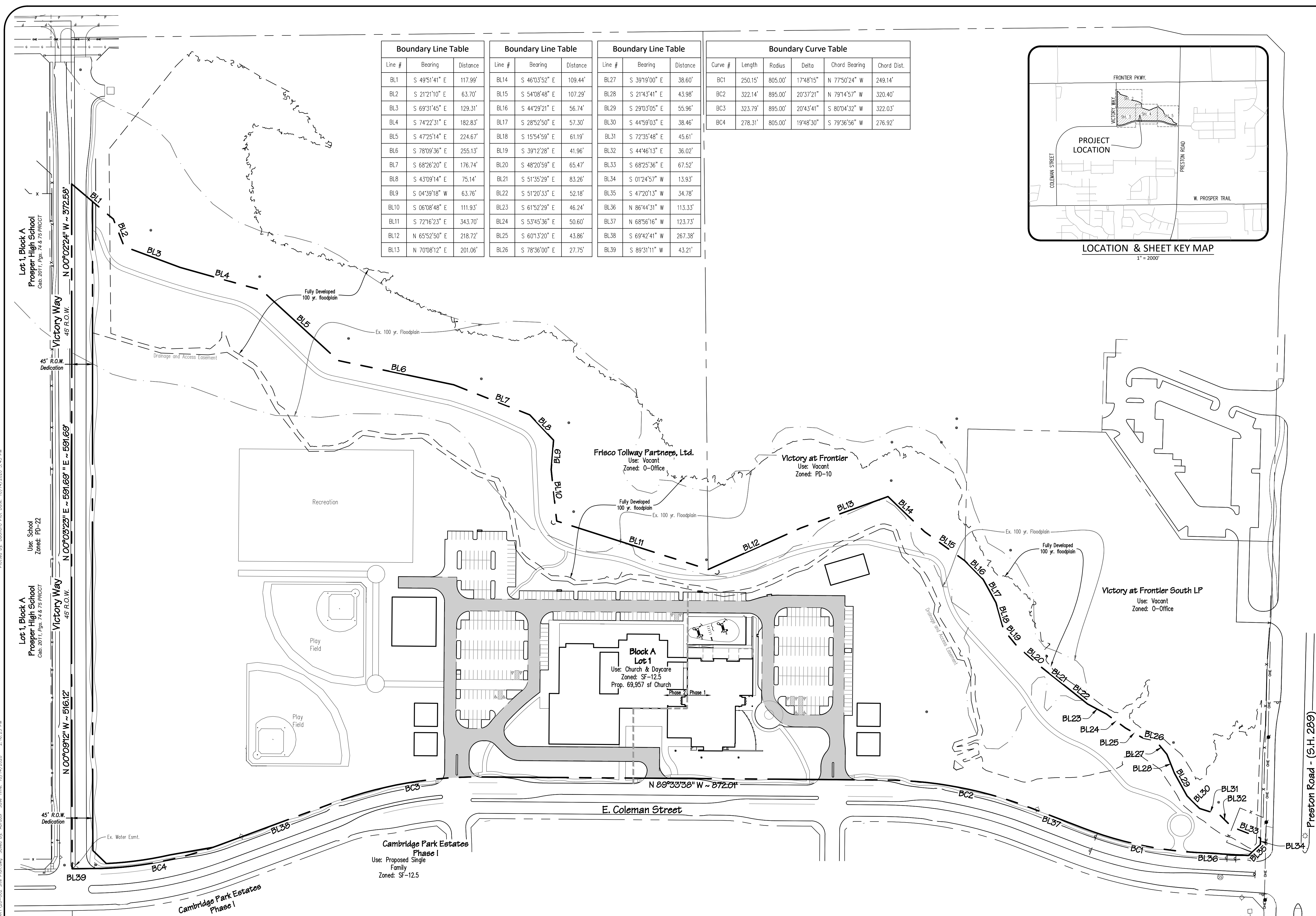
TOWN CASE NO. S20-0001

**EXHIBIT "A"**

**PROSPER UNITED METHODIST CHURCH**

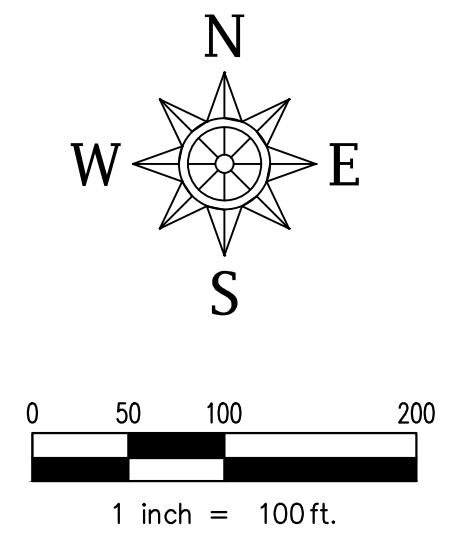
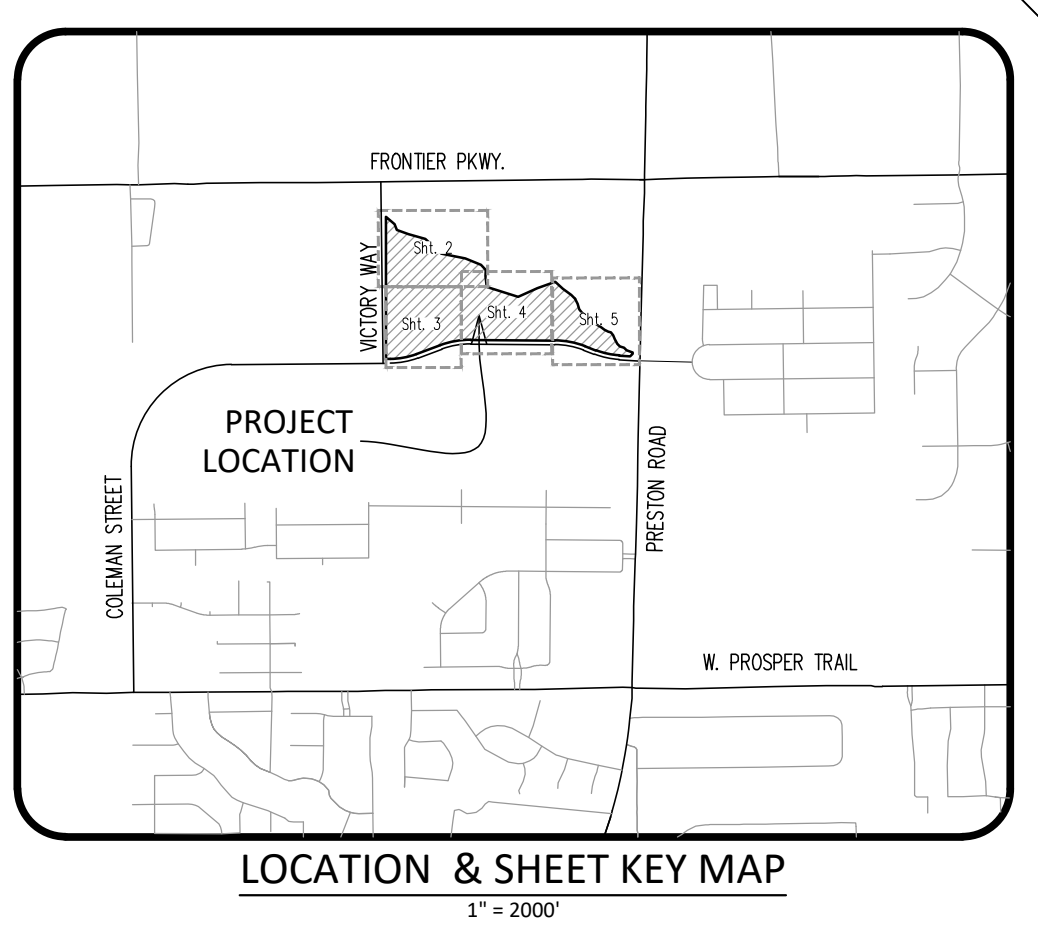
LOT 1, BLOCK A

BEING 42.581 ACRES GROSS / 38.146 ACRES NET  
 IN THE S. RICE SURVEY, ABSTRACT NO. 787  
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS



Drawing: G:\2020\_0850\20-002 Prosper Method\0850-002\_Site Plan.dwg, Saved By: Abrar, Save Time: 10/14/2020 2:16:23 PM  
 Printed By: DBoardman Date: 10/14/2020 5:43 PM  
 User: School Zoned: PU-22  
 Lot 1, Block A Prosper High School Cab. 2011, Pgs. 74 & 75 PHCCCT  
 Victory Way N 00°09'12" W ~ 516.12' 46' R.O.W.  
 Victory Way N 00°03'28" E ~ 591.69' 46' R.O.W.  
 Victory Way N 00°02'24" W ~ 372.58' 45' R.O.W. Dedication  
 Cambridge Park Estates Phase I Use: Proposed Single Family Zoned: SF-12.5  
 Block A Lot 1 Use: Church & Daycare Zoned: SF-12.5 Prop. 69,957 sf Church  
 Victory at Frontier South LP Use: Vacant Zoned: O-Office  
 Victory at Frontier Use: Vacant Zoned: PD-10  
 Frisco Tollway Partners, Ltd. Use: Vacant Zoned: O-Office  
 Fully Developed 100 yr. Floodplain  
 Ex. 100 yr. Floodplain  
 Recreation  
 Play Field  
 Play Field  
 Ex. Water Easmt.  
 E. Coleman Street N 89°33'38" W ~ 872.01'  
 Preston Road - (S.H. 289) Variable width R.O.W.

Boundary Line Table			Boundary Line Table			Boundary Line Table			Boundary Curve Table					
Line #	Bearing	Distance	Line #	Bearing	Distance	Line #	Bearing	Distance	Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
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BL9	S 04°39'18" W	63.76'	BL22	S 51°20'33" E	52.18'	BL35	S 47°20'13" W	34.78'						
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BL12	N 65°52'50" E	218.72'	BL25	S 60°13'20" E	43.86'	BL38	S 69°42'41" W	267.38'						
BL13	N 70°08'12" E	201.06'	BL26	S 78°06'00" E	27.75'	BL39	S 89°31'11" W	43.21'						



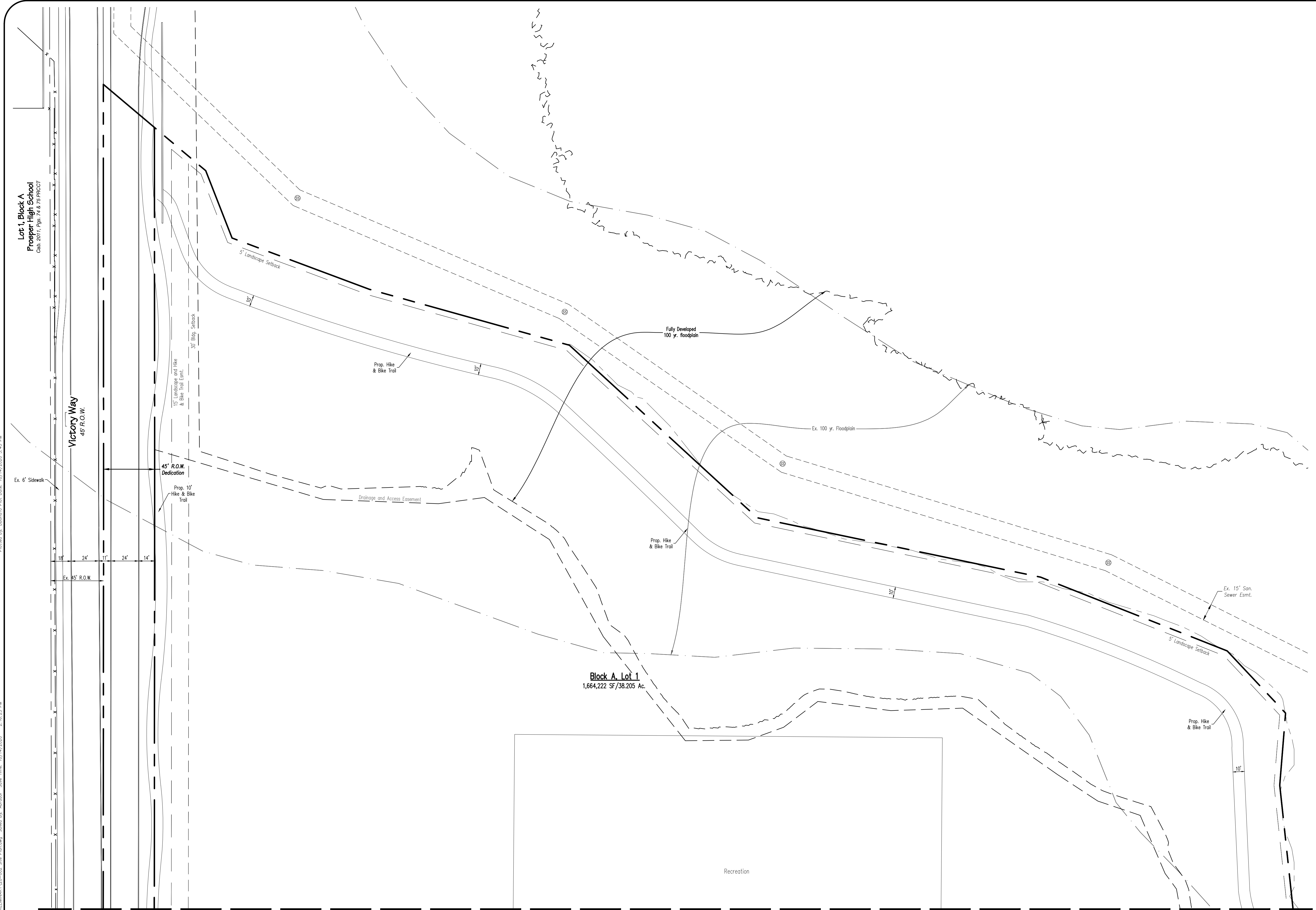
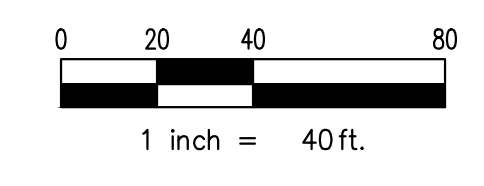
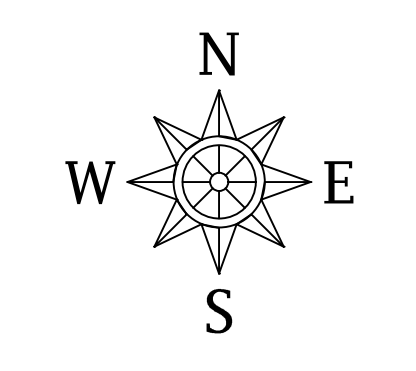
- Town of Prosper Site Plan Notes:**
- Dumpsters and trash compactors shall be screened in accordance with the Zoning Ordinance.
  - Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
  - Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Regulation Ordinance.
  - Landscaping shall conform to landscape plans approved by the town.
  - All elevations shall comply with the standards contained within the Zoning Ordinance.
  - Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
  - Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
  - Two points of access shall be maintained for the property at all times.
  - Speedbumps/humps are not permitted within a fire lane.
  - Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted uniform Building Code.
  - All signage is subject to Building Official approval.
  - All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
  - All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
  - Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
  - Approval of the site plan is not final until all engineering plans are approved by the Engineering Department.
  - Site plan approval is required prior to grading release.
  - All new electrical lines shall be installed and/or relocated underground.
  - All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
  - Lots shall have frontage on a common access drive or a public street. The common access drive shall be dedicated public access, utility and fire lane easement.
  - All Retaining walls along creek to be stone.
  - All landscape easements must be exclusive of any other type of easement.
  - Impact fees will be assessed in accordance with the land use classification(s) identified on the site data summary table; however, changes to the proposed land use at the time of CO and/or finish out permit may result in additional impact fees and/or parking requirements.
  - Public Hike and Bike Trail is conceptual. Final alignment to be determined at the time of final site plan to be approved by the Town.
  - All environmental studies required to reclaim floodplain shall be submitted at time of final plot to develop each lot.
  - The approval of a preliminary site plan shall be effective for a period of two (2) years from the date that the preliminary site plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of a site plan by the Planning & Zoning Commission. If a site plan is not approved within such (2) year period the preliminary site plan approval is null and void. If site plan approval is only for a portion of the property, the approval of the preliminary site plan for the remaining property shall be null and void.

LOT	ZONING	PROPOSED USE	LOT AREA		BUILDING AREA (SF)	BUILDING HEIGHT	COVERAGE (%)	FLOOR AREA RATIO	REQ. PARKING RATIO	PARKING REQUIRED	PARKING PROVIDED	REQUIRED HANDICAP PARKING	PROVIDED HANDICAP PARKING	INTERIOR LANDSCAPE REQUIRED (SF)	INTERIOR LANDSCAPE PROVIDED (SF)	IMPERVIOUS AREA (SF)	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)	PLAYGROUND REQUIRED (65 sf/student @85)	PLAYGROUND PROVIDED
			SF	AC																
1	SF-12.5	CHURCH/DAYCARE (85 Students)	1,661,660	38.146	94,022	49' Max	5.7%	0.057:1	1 per 3 seats	333	336	6	9	5,040	10,025	209,633	116,316	1,122,982	5,525 sf	7,430 sf

CASE No. - S20-0001  
 EXHIBIT 'B'  
**Prosper United Methodist Church Addition**  
 Block A, Lot 1 - 38.146 Acres Net  
 SITUATED IN THE  
 A. RICE SURVEY, ABSTRACT NO. 787  
 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

**OWNER / APPLICANT**  
 Prosper United Methodist Church  
 205 S. Church Street  
 Prosper, Texas 75078  
 Telephone: (972) 347-2372  
 Contact: Jason McConnell

**ENGINEER / SURVEYOR**  
 Spiars Engineering, Inc.  
 TBPE No. F-2121  
 765 Custer Road, Suite 100  
 Plano, TX 75075  
 Telephone: (972) 422-0077  
 Contact: David Bond



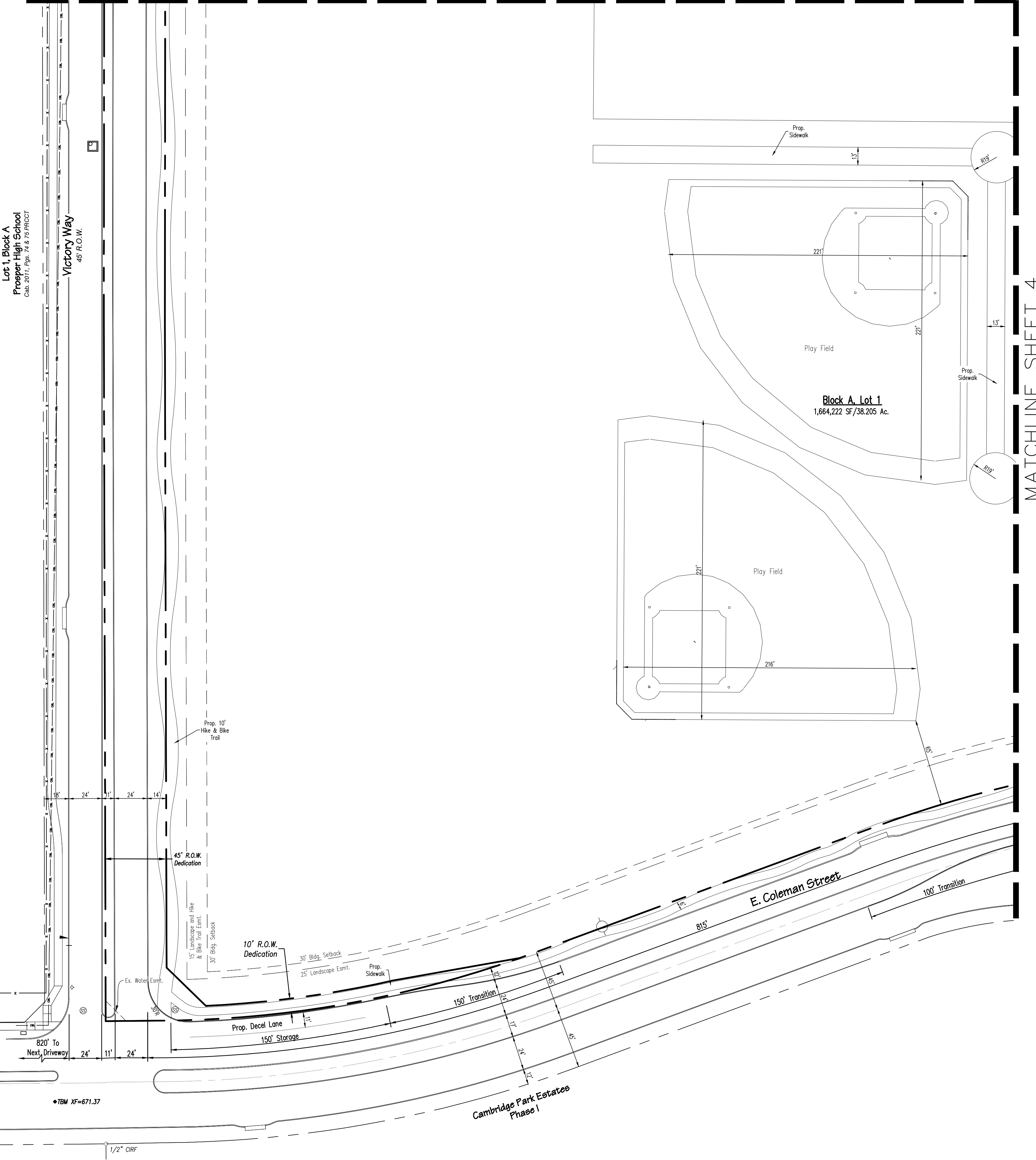
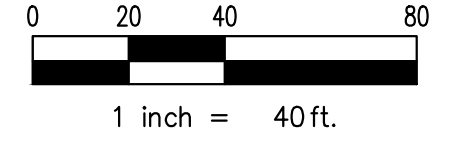
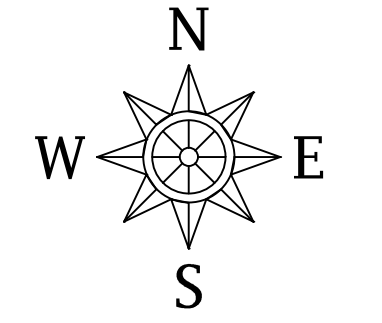
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MATCHLINE SHEET 3

CASE No. - S20-0001  
EXHIBIT 'B'  
**Prosper United Methodist Church Addition**  
Block A, Lot 1 - 38.146 Acres Net  
SITUATED IN THE  
A. RICE SURVEY, ABSTRACT NO. 787  
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

MATCHLINE SHEET 2



MATCHLINE SHEET 4

Lot 1, Block A  
Prosper High School  
Ord. 2017, Pgs. 74 & 75 PRECCT

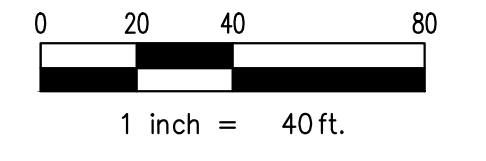
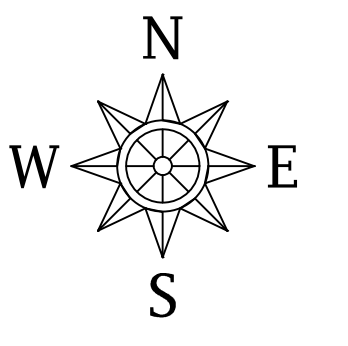
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•TBM XF=671.37

1/2" CIR

CASE No. S20-0001  
EXHIBIT 'B'  
**Prosper United  
Methodist Church Addition**  
Block A, Lot 1 - 38.146 Acres Net  
SITuated IN THE  
A. RICE SURVEY, ABSTRACT NO. 787  
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS



Frisco Tollway Partners, Ltd.

Victory at Frontier

MATCHLINE SHEET 2

MATCHLINE SHEET 3

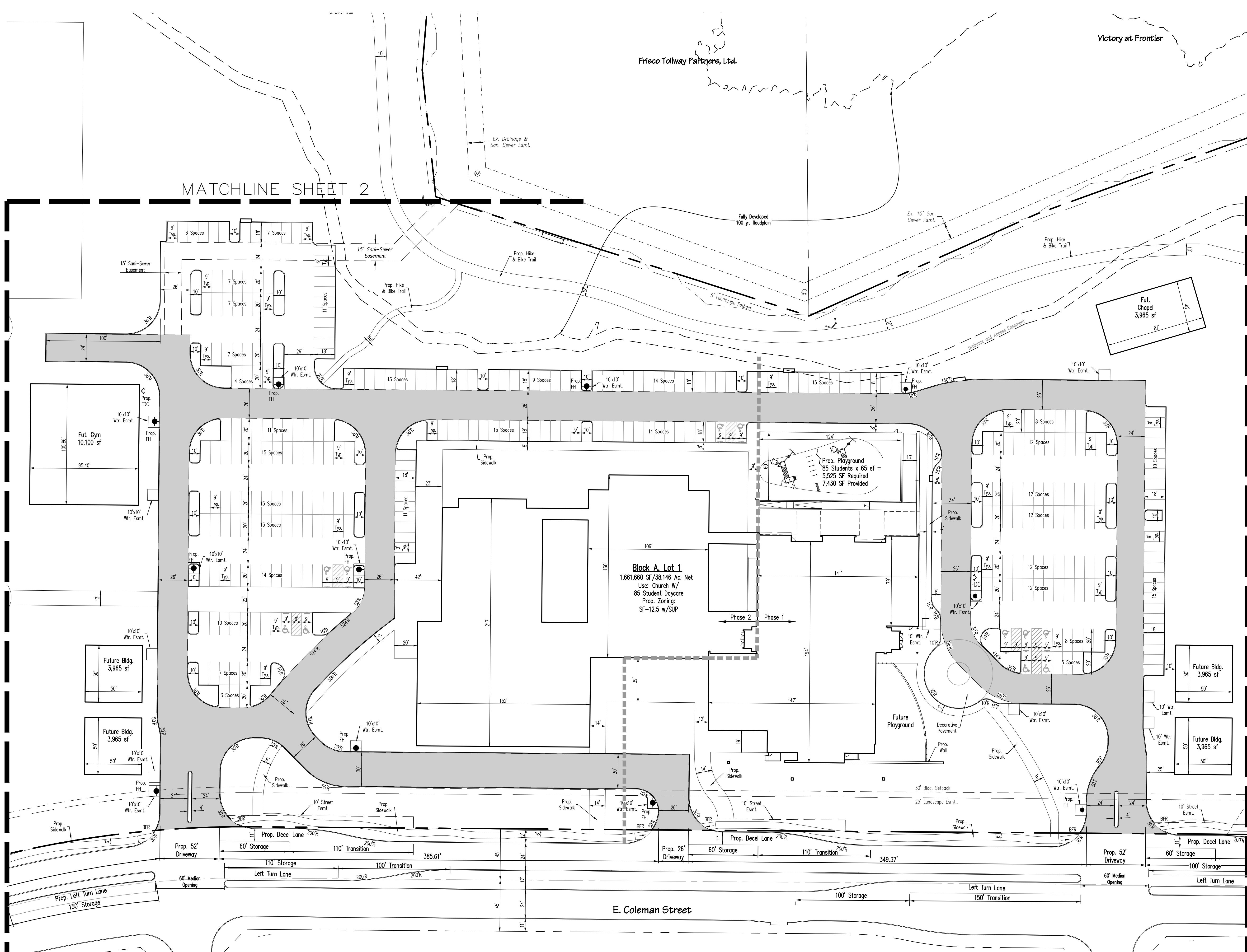
MATCHLINE SHEET 5

**Town of Prosper Site Plan Notes:**

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**LEGEND**

- FIRELANE ACCESS & UTILITY EASEMENT
- PROPOSED FIRE HYDRANT



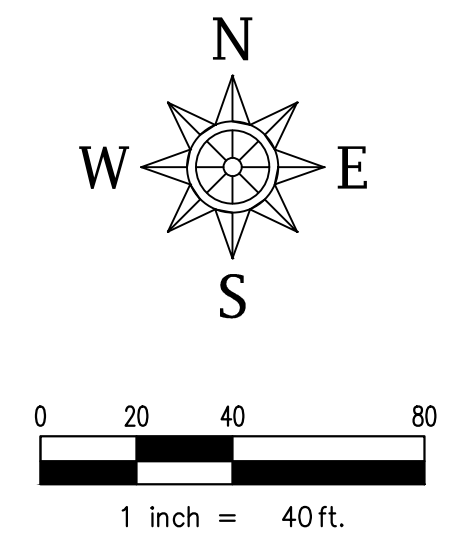
**Block A, Lot 1**  
 1,661,660 SF/38,146 Ac. Net  
 Use: Church w/  
 85 Student Daycare  
 Prop. Zoning:  
 SF-12.5 w/SUP

**Prop. Playground**  
 85 Students x 65 sf =  
 5,525 SF Required  
 7,430 SF Provided

LOT	ZONING	PROPOSED USE	LOT AREA		BUILDING AREA (SF)	BUILDING HEIGHT	COVERAGE (%)	FLOOR AREA RATIO	REQ. PARKING RATIO	PARKING REQUIRED	PARKING PROVIDED	REQUIRED HANDICAP PARKING	PROVIDED HANDICAP PARKING	INTERIOR LANDSCAPE REQUIRED (SF)	INTERIOR LANDSCAPE PROVIDED (SF)	IMPERVIOUS AREA (SF)	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)	PLAYGROUND REQUIRED (65 sf/student @85)	PLAYGROUND PROVIDED
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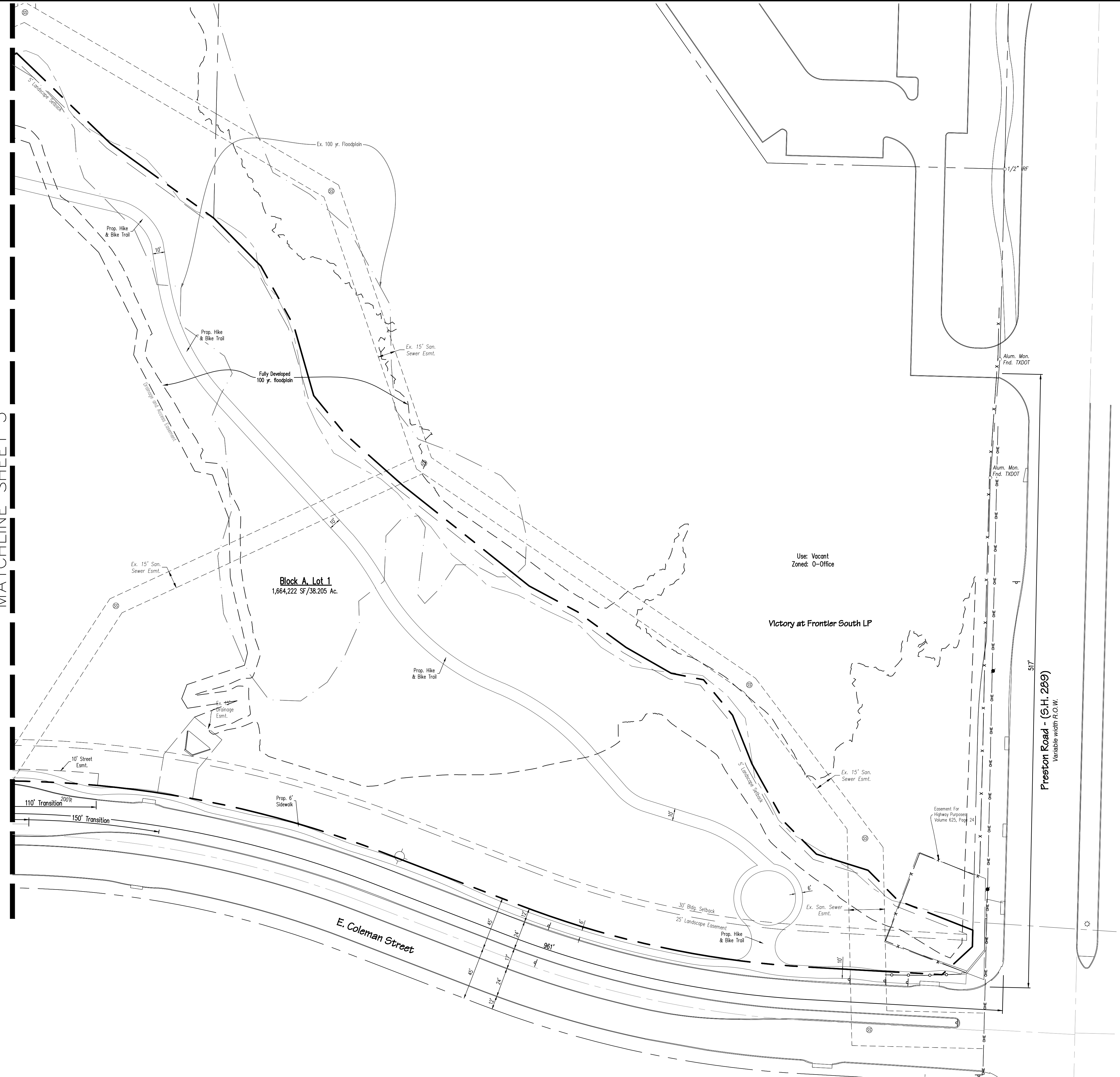
CASE No. S20-0001  
 EXHIBIT 'B'  
**Prosper United Methodist Church Addition**  
 Block A, Lot 1 - 38,146 Acres Net  
 SITUATED IN THE  
 A RICE SURVEY, ABSTRACT NO. 787  
 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

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MATCHLINE SHEET 3

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CASE No. - S20-0001  
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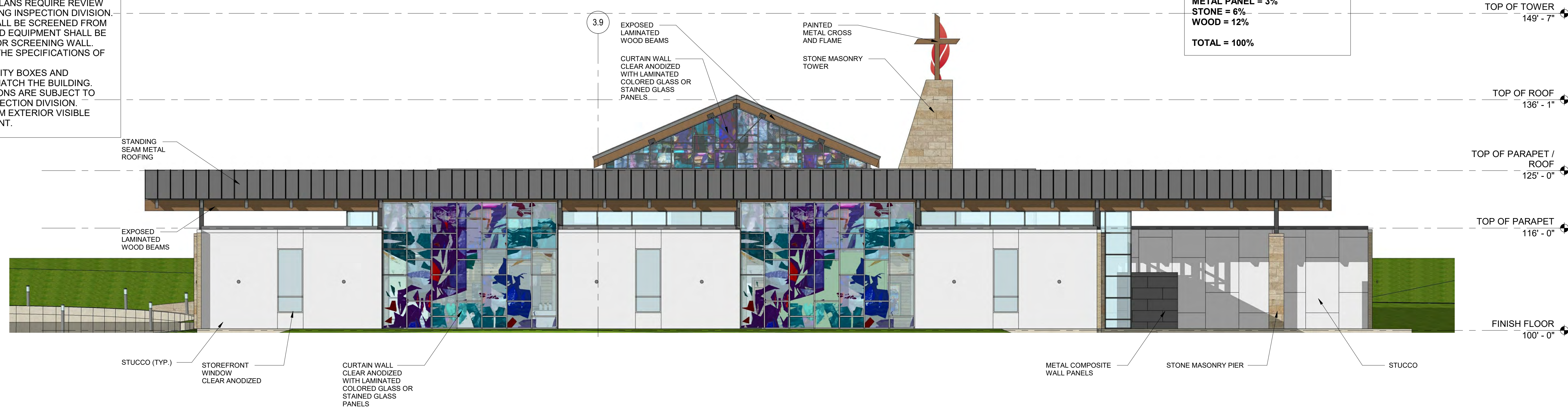


**GENERAL NOTES:**

- THIS CONCEPTUAL ELEVATION IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTION DIVISION.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOF TOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL MEET THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION DIVISION.
- WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.

**EXTERIOR BUILDING MATERIALS**

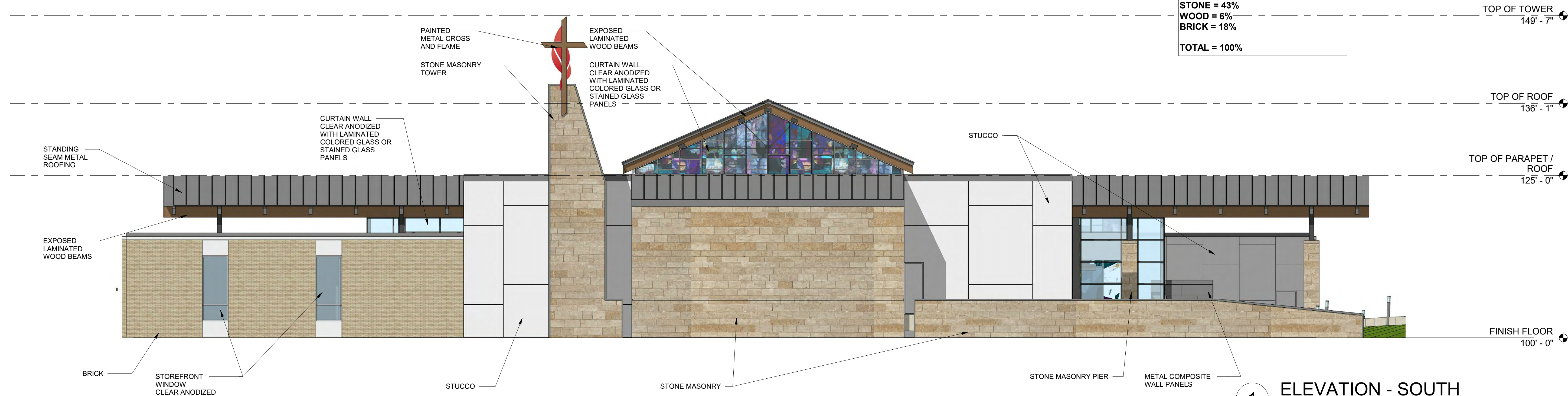
STUCCO = 79%  
 METAL PANEL = 3%  
 STONE = 6%  
 WOOD = 12%  
 TOTAL = 100%



**2 ELEVATION - NORTH**  
1/8" = 1'-0"

**EXTERIOR BUILDING MATERIALS**

STUCCO = 32%  
 METAL PANEL = 1%  
 STONE = 43%  
 WOOD = 6%  
 BRICK = 18%  
 TOTAL = 100%



**1 ELEVATION - SOUTH**  
1/8" = 1'-0"



Case No. S20-0001

**EXHIBIT D - FACADE PLAN**

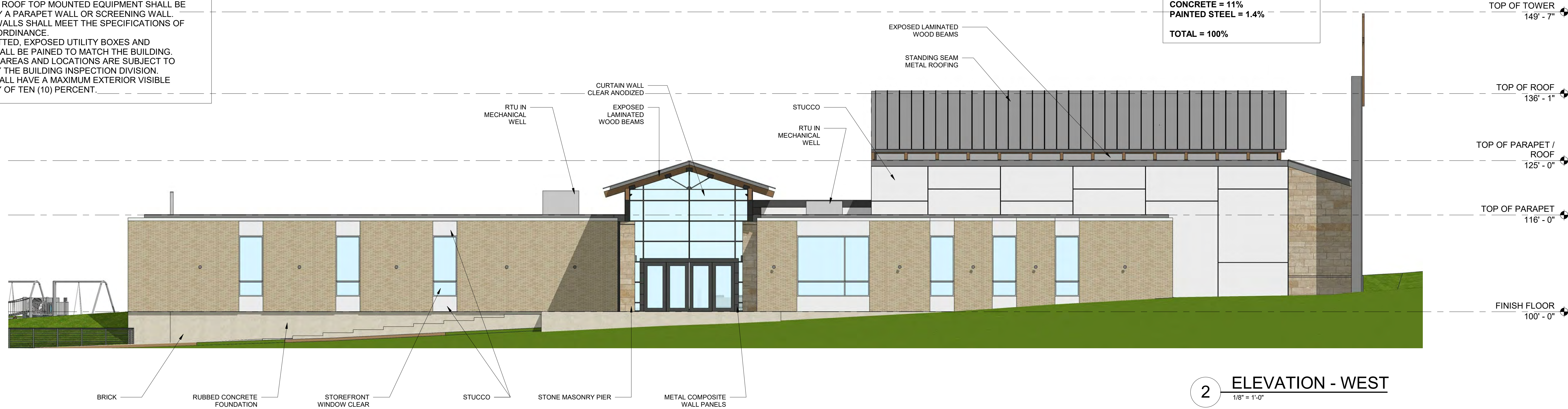
PROSPER UNITED METHODIST CHURCH, NORTH COLEMAN STREET, PROSPER TX

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**EXTERIOR BUILDING MATERIALS**

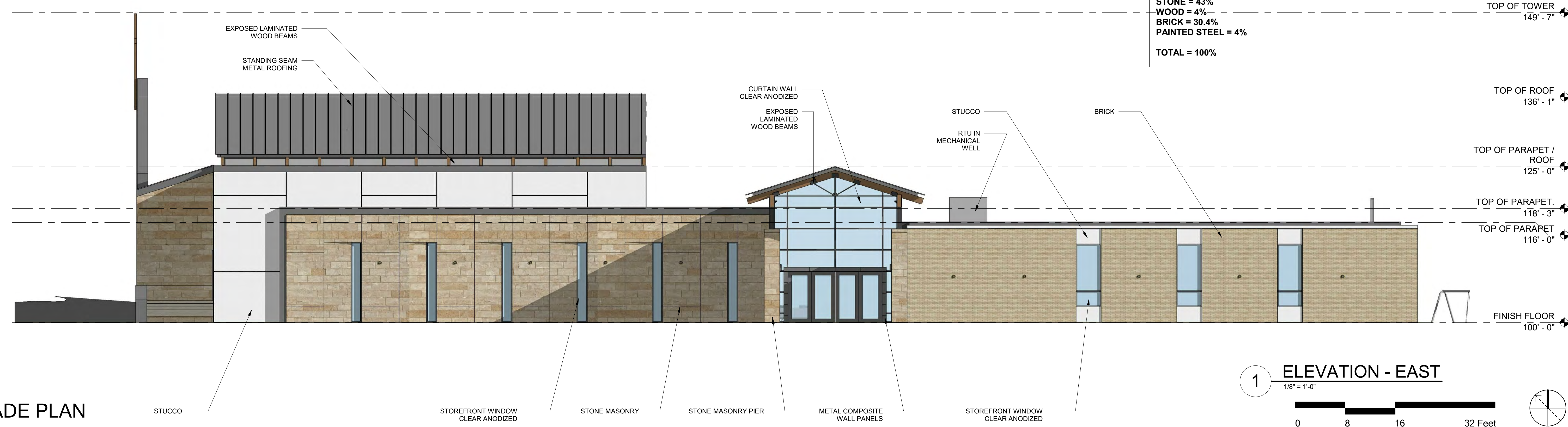
STUCCO = 28%  
 METAL PANEL = .6%  
 STONE = 8%  
 WOOD = 3%  
 BRICK = 48%  
 CONCRETE = 11%  
 PAINTED STEEL = 1.4%  
**TOTAL = 100%**



**2 ELEVATION - WEST**  
1/8" = 1'-0"

**EXTERIOR BUILDING MATERIALS**

STUCCO = 18%  
 METAL PANEL = .6%  
 STONE = 43%  
 WOOD = 4%  
 BRICK = 30.4%  
 PAINTED STEEL = 4%  
**TOTAL = 100%**



**1 ELEVATION - EAST**  
1/8" = 1'-0"



Case No. S20-0001

**EXHIBIT D - FACADE PLAN**

PROSPER UNITED METHODIST CHURCH, NORTH COLEMAN STREET, PROSPER TX

## PLANNING



**To:** Mayor and Town Council

**From:** Alex Glushko, AICP, Planning Manager

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

**Re:** Town Council Meeting – January 12, 2021

---

**Agenda Item:**

Consider and act to authorize the Town Manager to execute a Development Agreement between Prosper United Methodist Church (UMC) and the Town of Prosper, Texas, related to the Prosper UMC development.

**Description of Agenda Item:**

On November 10, 2020, the Town Council approved the Specific Use Permit request (S20-0001) related to the Prosper UMC day care, located at the northwest corner of Coleman Street and Preston Road. The Specific Use Permit (SUP) request was approved subject to Town Council approval of a Development Agreement including masonry and architectural standards consistent with elevations proposed in conjunction with the SUP request. A Development Agreement has been prepared accordingly.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Development Agreement with Exhibit A – Property Description
2. Exhibit B – Sidewalk and Hike and Bike Trail Escrow Exhibit
3. Exhibit C – Building Elevations

**Town Staff Recommendation:**

Staff recommends the Town Council authorize the Town Manager to execute a Development Agreement between Prosper United Methodist Church (UMC) and the Town of Prosper, Texas, related to the Prosper UMC development.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Development Agreement between Prosper United Methodist Church (UMC) and the Town of Prosper, Texas, related to the Prosper UMC development.



## DEVELOPMENT AGREEMENT

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

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

**WHEREAS**, Owner is developing property in the Town for a Licensed Child Care Center (the “Development”); and

**WHEREAS**, a legal description of the property for the Development is more particularly described in Exhibit A, attached hereto and incorporated by reference (the “Property”); and

**WHEREAS**, this Agreement seeks to incorporate, in part, the negotiated and agreed upon materials construction and architectural standards for the Development and as contained in this Development Agreement, and to recognize Owner’s reasonable investment-backed expectations in the Development, as more fully described herein; and

**WHEREAS**, subject to the terms of this Agreement, Owner agrees and acknowledges that it will construct on the Property structures in accordance with the provisions, standards and notes reflected in this Agreement.

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

**1. Architectural Standards and Building Materials.** For any structure built in the Development following the Effective Date, it shall comply with the applicable requirements contained in Exhibit C, “Building Elevations,” which illustrates the architectural standards and building materials, attached hereto and incorporated by reference, and Owner agrees to construct the structure in compliance therewith. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

**2. Hike and Bike Trail.** The ten (10) foot wide hike and bike trail along the creek and future sidewalk improvements along Coleman Street are shown on Exhibit B, “Sidewalk Escrow Exhibit” will be constructed in its entirety with the second phase of development. The Hike and Bike Trail shall comply with all Town of Prosper Trail Standards and Requirements. The Trail, once completed, will be placed within a public access easement.

**3. Right-of-Way Dedication.** All required right-of-way required for all roadways identified on Town’s Master Thoroughfare Plan shall be dedicated at time of Conveyance plat or Final plat, whichever comes first. Right-of-way shall include the remaining width needed for the ultimate section of that roadway type for Coleman Road and Victory Way and shall include any additional right-of-way required for right turn lanes at the intersection of those roadways.

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

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

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

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

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

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

If to Owner:                   Prosper United Methodist Church  
205 S. Church Street  
Prosper, Texas 75078  
Attention: Matt Rosenbalm

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

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

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

12. **Binding Agreement;** Counterparts. A scanned copy sent via electronic mail by either party of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms herein. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

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

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

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. **Exactions/Infrastructure Costs.** Owner has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Owner, regarding Owner's rights under Texas and federal law. Owner hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Owner specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local

Government Code; however, notwithstanding the foregoing, Owner hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

**19. Rough Proportionality.** Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to roadway or infrastructure requirements imposed by this Agreement. Owner and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to roadway or infrastructure requirements imposed by this Agreement.

**20. Waiver of Texas Government Code § 3000.001 et seq.** With respect to any structures or improvements constructed on the Property pursuant to this Agreement, Owner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, effective as of September 1, 2019.

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

**22. 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.

**23. 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 Land; however, the failure to provide such copies shall not affect the validity of any amendment. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

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

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

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

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

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

**OWNER:**

**Prosper United Methodist Church**

By: \_\_\_\_\_  
Name: Matt Rosenbalm  
Title: Chair of Trustees

**STATE OF TEXAS            )**  
**)**  
**COUNTY OF COLLIN        )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by Matt Rosenbalm, in their capacity as the Chair of Trustees for Prosper United Methodist Church, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Owner.

Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**(Property Description)**

BEING a tract of land situated in the S. Rice Survey, Abstract No. 787, City of Prosper, Collin County, Texas, being all of a tract of land conveyed to Prosper United Methodist Church by deed recorded in Document No. 20190626000744210 of the Deed Records, Collin County, Texas (DRCCT), the subject tract being more particularly described as follows:

BEGINNING at a point on the east line of Victory Way, a 45 foot right-of-way, for the southwest corner of a tract conveyed to Frisco Tollway Partners, Ltd., recorded in Volume 5622, Page 3883 DRCCT, and from which a 5/8" iron rod found for the northwest corner thereof bears N 00°11'41" W, 316.48 feet, said point being in the approximate centerline of a creek;

THENCE along the south line of said Frisco Tollway tract, along said creek, the following:

S 49°51'41" E, 117.99 feet;

S 21°21'10" E, 63.70 feet;

S 69°31'45" E, 129.31 feet;

S 74°22'31" E, 182.83 feet;

S 47°25'14" E, 224.67 feet;

S 78°09'36" E, 255.13 feet;

S 68°26'20" E, 176.74 feet;

S 43°09'14" E, 75.14 feet;

S 04°39'18" W, 63.76 feet;

S 06°08'48" E, 111.93 feet;

And S 72°16'23" E, 343.70 feet to a point for the southeast corner of said Frisco Tollway tract and being the southwest corner of Lot 3, Block A, Victory at Frontier, an addition recorded in Cabinet 2018, Page 699, Plat Records, Collin County, Texas;

THENCE along the south line of said Lot 3, along said creek, the following:

N 65°52'50" E, 218.72 feet;

N 70°08'12" E, 201.06 feet;

S 46°03'52" E, 109.44 feet;

And S 54°08'48" E, 107.29 feet to the southeast corner of said Lot 3 and being the southwest corner of a tract conveyed to Victory at Frontier South, LP, recorded in Document No. 20180824001065580 DRCCT;

THENCE along the south line of said Victory at Frontier South tract, along said creek, the following:

S 44°29'21" E, 56.74 feet

S 28°52'50" E, 57.30 feet

S 15°54'59" E, 61.19 feet

S 39°12'28" E, 41.96 feet

S 48°20'59" E, 65.47 feet

S 51°35'29" E, 83.26 feet

S 51°20'33" E, 52.18 feet

S 61°52'29" E, 46.24 feet

S 53°45'36" E, 50.60 feet

S 60°13'20" E, 43.86 feet

S 78°36'00" E, 27.75 feet

S 39°19'00" E, 38.60 feet

S 21°43'41" E, 43.98 feet

S 29°03'05" E, 55.96 feet

S 44°59'03" E, 38.46 feet

S 72°35'48" E, 45.61 feet

S 44°46'13" E, 36.02 feet

And S 68°25'36" E, 67.52 feet to the west line of State Highway 289, a variable width right-of-way (also known as Preston Road), from which an aluminum TxDOT monument found for corner bears N 02°12'48" E, 381.33 feet;

THENCE S 88°38'32" E, 88.05 feet to the centerline of Preston Road;



THENCE S 01°21'28" W, 86.88 feet along said centerline to the intersection thereof with the centerline of Coleman Street;

N 86°44'31" W, 227.96 feet;

A tangent curve to the right having a central angle of 17°48'15", a radius of 850.00 feet, a chord of N 77°50'24" W - 263.07 feet, an arc length of 264.13 feet;

N 68°56'16" W, 123.73 feet;

A tangent curve to the left having a central angle of 20°37'21", a radius of 850.00 feet, a chord of N 79°14'57" W - 304.29 feet, an arc length of 305.94 feet;

N 89°33'38" W, 872.01 feet;

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

S 69°42'41" W, 267.38 feet;

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

And S 89°31'11" W, 43.47 feet to the intersection thereof with the east line of Victory Way;

THENCE along the east line thereof, the following:

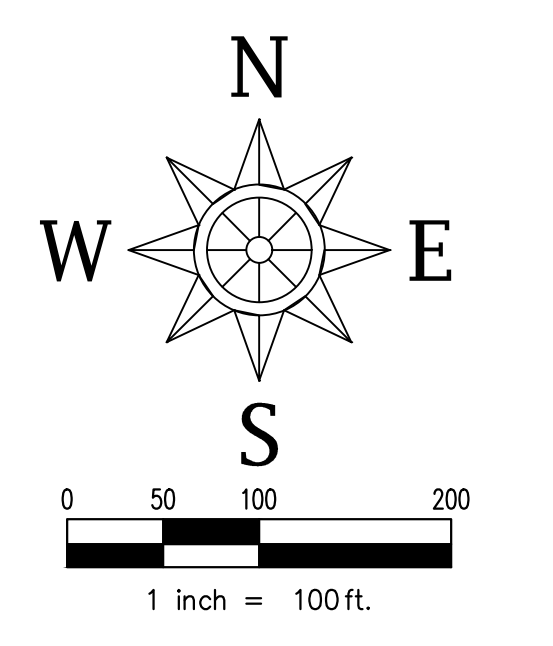
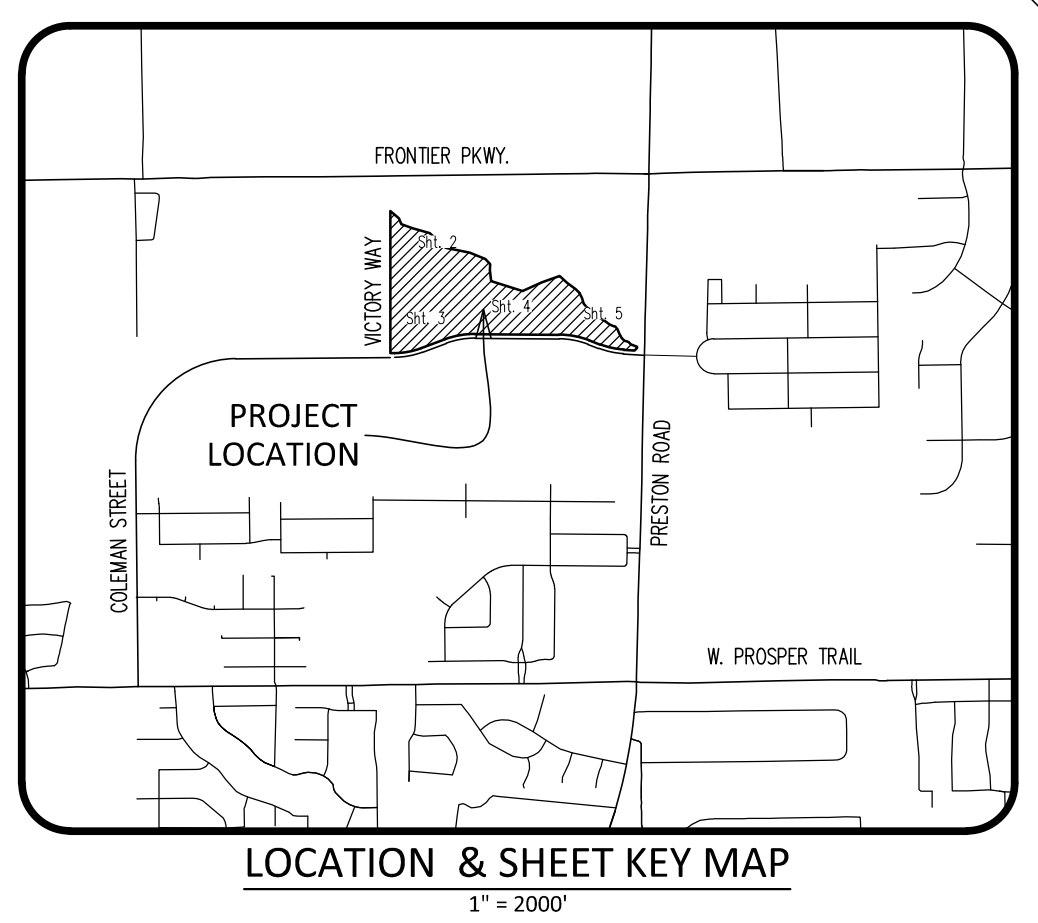
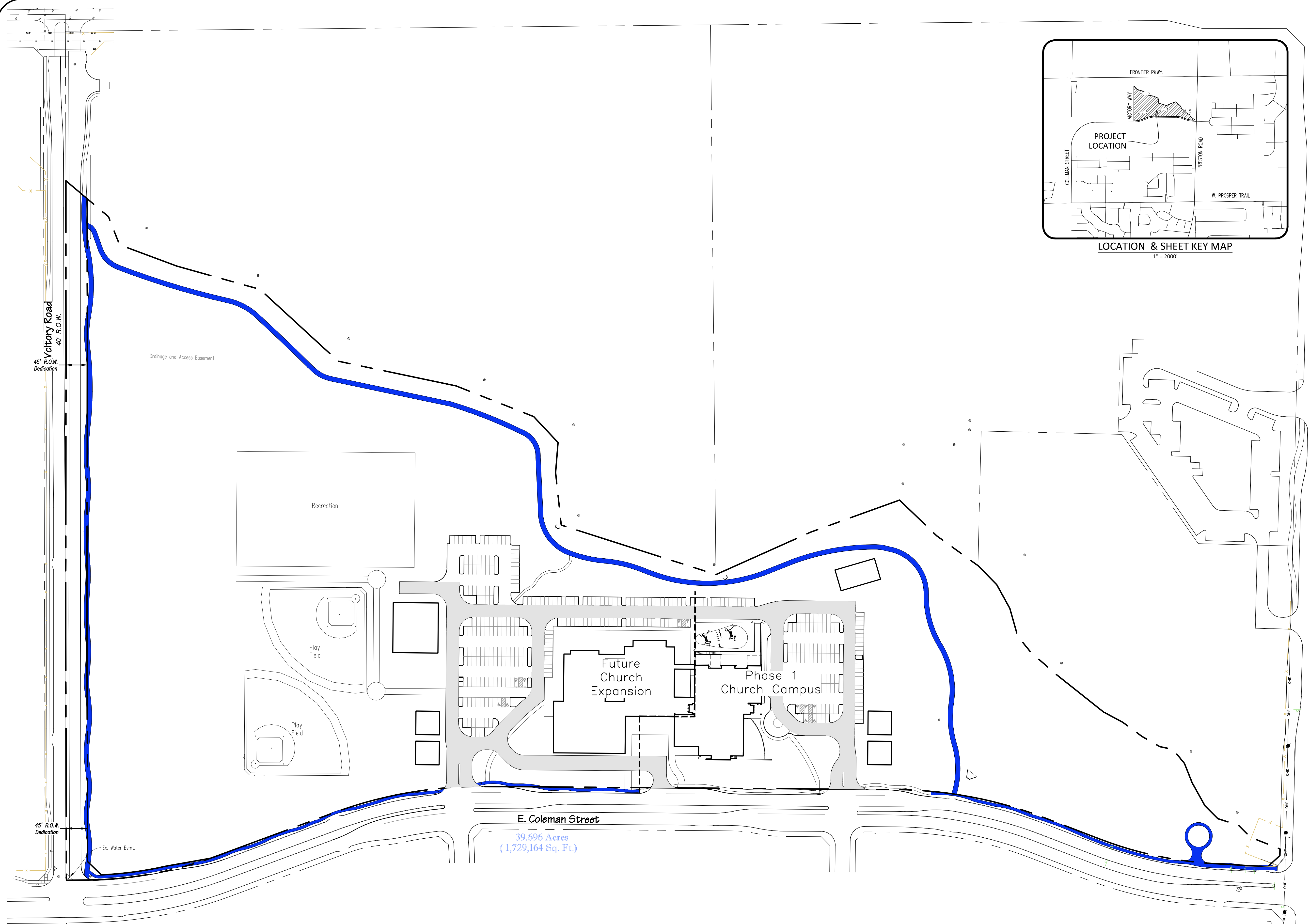
N 00°09'12" W, 561.12 feet;

N 00°03'23" E, 591.69 feet;

And N 00°02'24" W, 372.58 feet to the POINT OF BEGINNING with the subject tract containing 1,854,829 square feet or 42.581 acres of land.

**EXHIBIT B**  
**(Sidewalk Escrow Exhibit)**

**EXHIBIT C**  
**(Building Elevations)**



- Legend**
- █ Future Phase Sidewalk & Trail Construction To Be Completed with Construction of Permanent Sanctuary

Drawing: G:\2020\_085\20-002 Prosper Method\Siteplan\Exhibit.dwg Saved By: ngahernz Save Time: 12/22/2020 5:51:47 PM  
 Plotted by: DBenard Plot Date: 12/7/2020 11:41 AM

SIDEWALK ESCROW EXHIBIT  
FUTURE PHASE

# Prosper United Methodist Church Addition

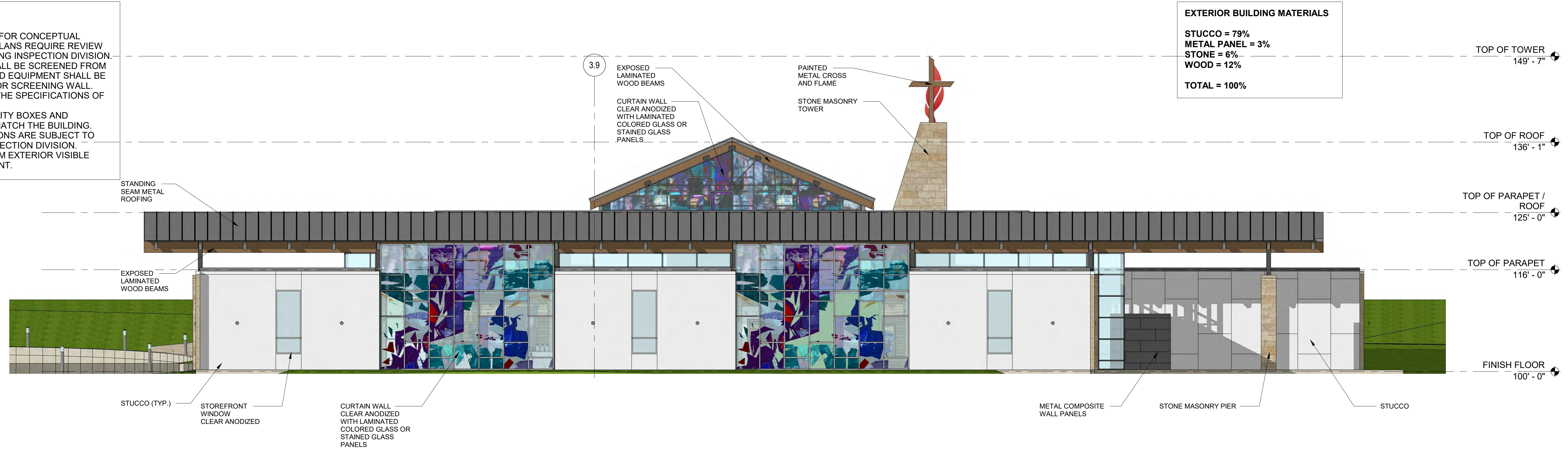
Block A, Lot 1 - 38.146 Acres Net

## EXHIBIT B

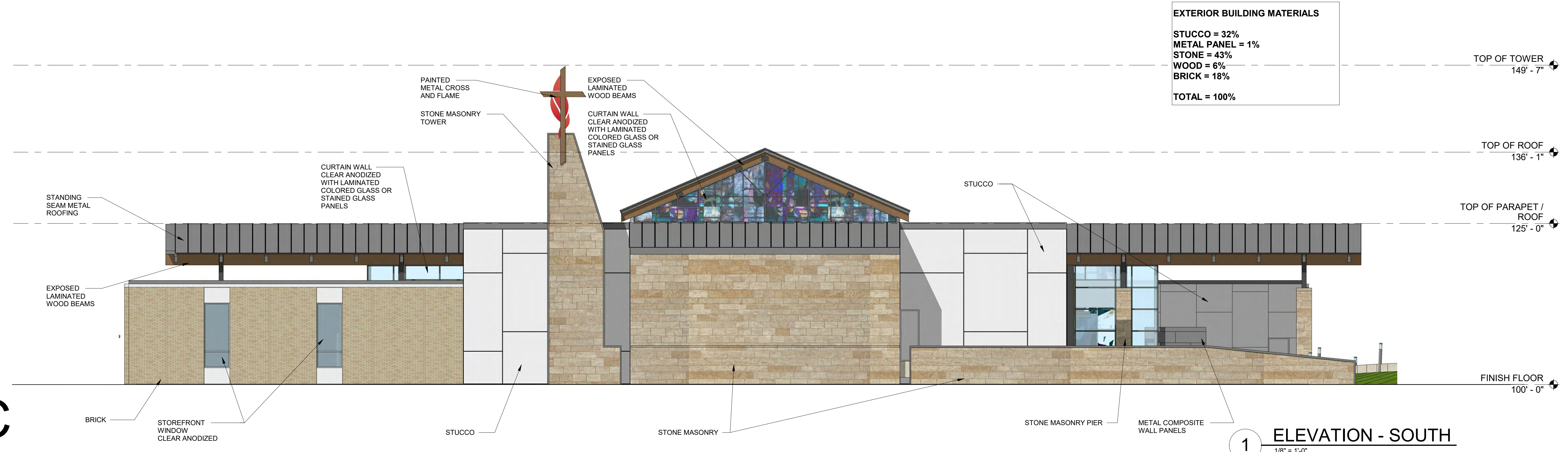
### PHASE 2 - FUTURE EXPANSION

**GENERAL NOTES:**

- THIS CONCEPTUAL ELEVATION IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTION DIVISION.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOF TOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL MEET THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION DIVISION.
- WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.



**2 ELEVATION - NORTH**  
1/8" = 1'-0"



**1 ELEVATION - SOUTH**  
1/8" = 1'-0"



# EXHIBIT C

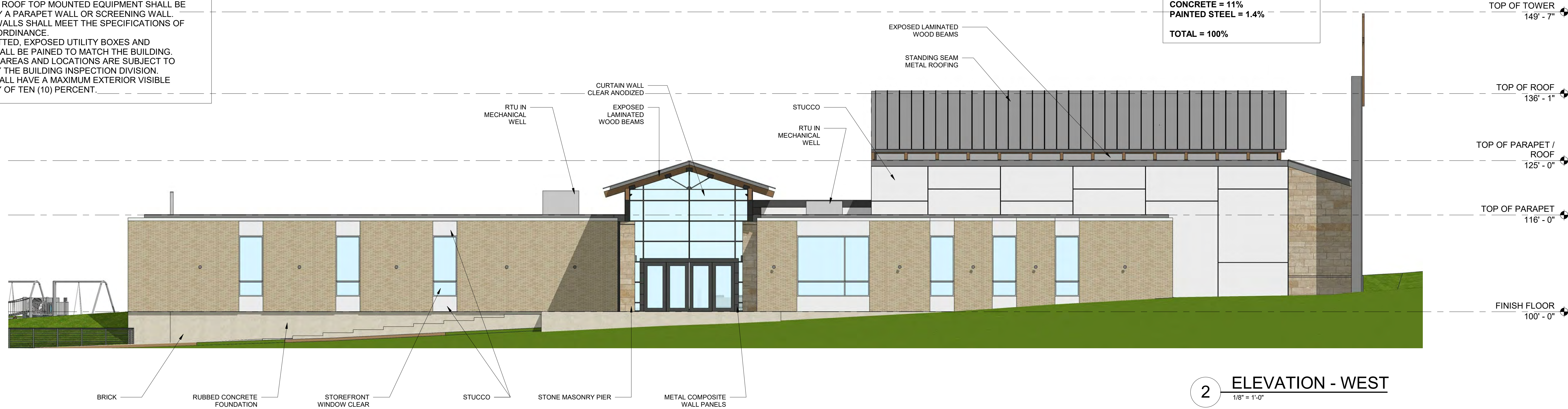
PROSPER UNITED METHODIST CHURCH, NORTH COLEMAN STREET, PROSPER TX

**GENERAL NOTES:**

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- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOF TOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL MEET THE SPECIFICATIONS OF THE ZONING ORDINANCE.
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- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION DIVISION.
- WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.

**EXTERIOR BUILDING MATERIALS**

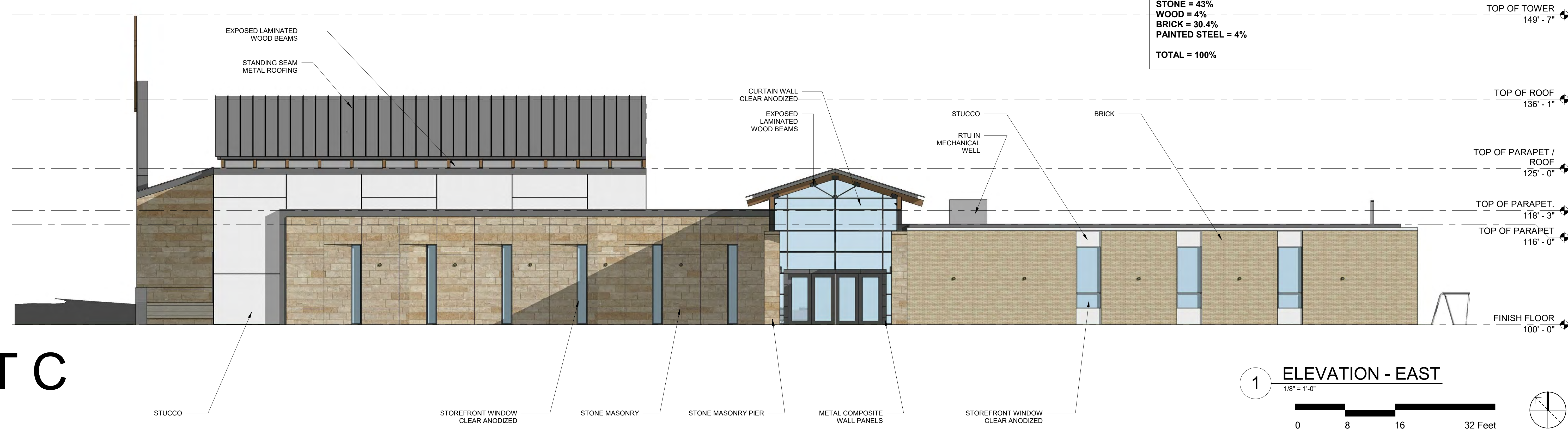
STUCCO = 28%  
 METAL PANEL = .6%  
 STONE = 8%  
 WOOD = 3%  
 BRICK = 48%  
 CONCRETE = 11%  
 PAINTED STEEL = 1.4%  
**TOTAL = 100%**



**2 ELEVATION - WEST**  
1/8" = 1'-0"

**EXTERIOR BUILDING MATERIALS**

STUCCO = 18%  
 METAL PANEL = .6%  
 STONE = 43%  
 WOOD = 4%  
 BRICK = 30.4%  
 PAINTED STEEL = 4%  
**TOTAL = 100%**



**1 ELEVATION - EAST**  
1/8" = 1'-0"



# EXHIBIT C

PROSPER UNITED METHODIST CHURCH, NORTH COLEMAN STREET, PROSPER TX

## PLANNING



**To:** Mayor and Town Council

**From:** Alex Glushko, AICP, Planning Manager

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

**Re:** Town Council Meeting – January 12, 2021

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**Agenda Item:**

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

**Description of Agenda Item:**

Attached are the Preliminary Site Plan and Site Plans that were acted on by the Planning & Zoning Commission at their December 15, 2020 and January 5, 2021, meetings. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

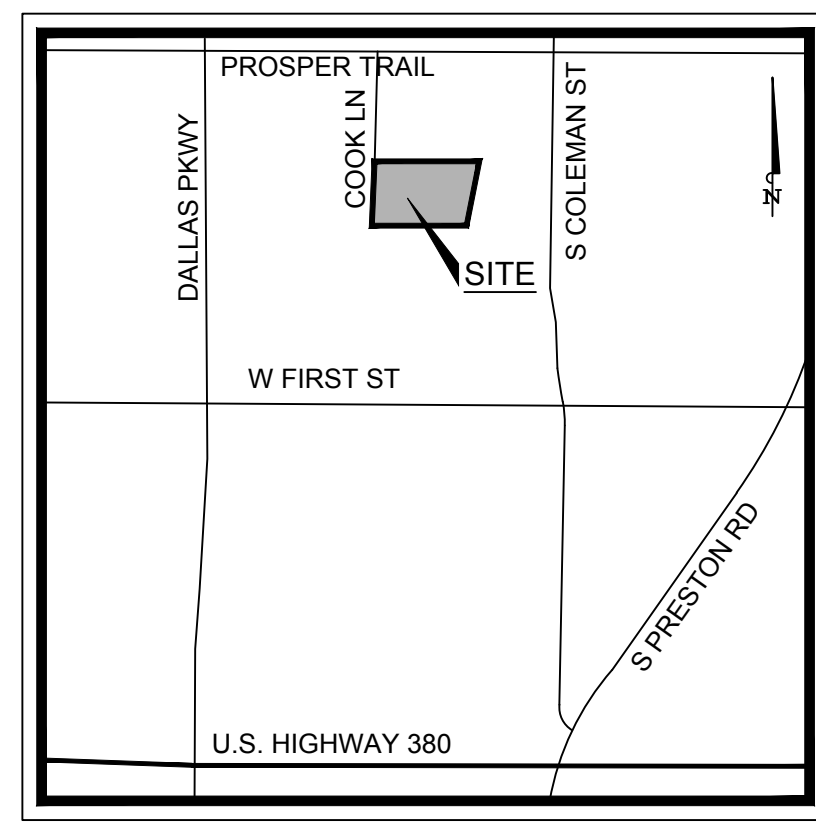
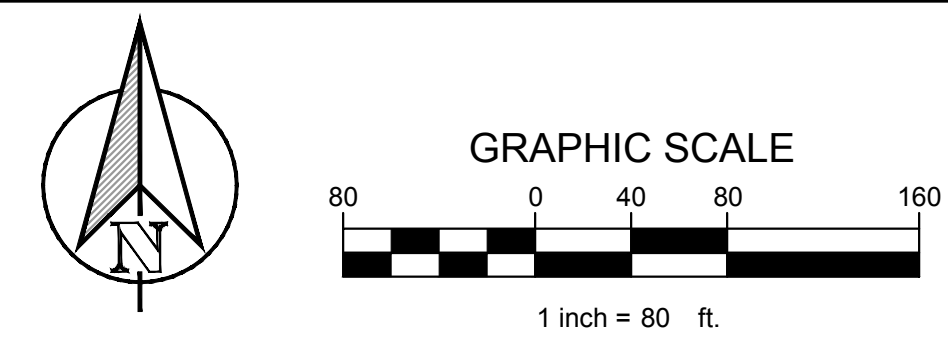
**Attached Documents:**

1. Preliminary Site Plan for Prosper Business Park
2. Site Plan for an Auto Complex (Gates of Prosper)
3. Site Plan for Murphy Express (Gates of Prosper)
4. Site Plan for Prosper United Methodist Church

**Town Staff Recommendation:**

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

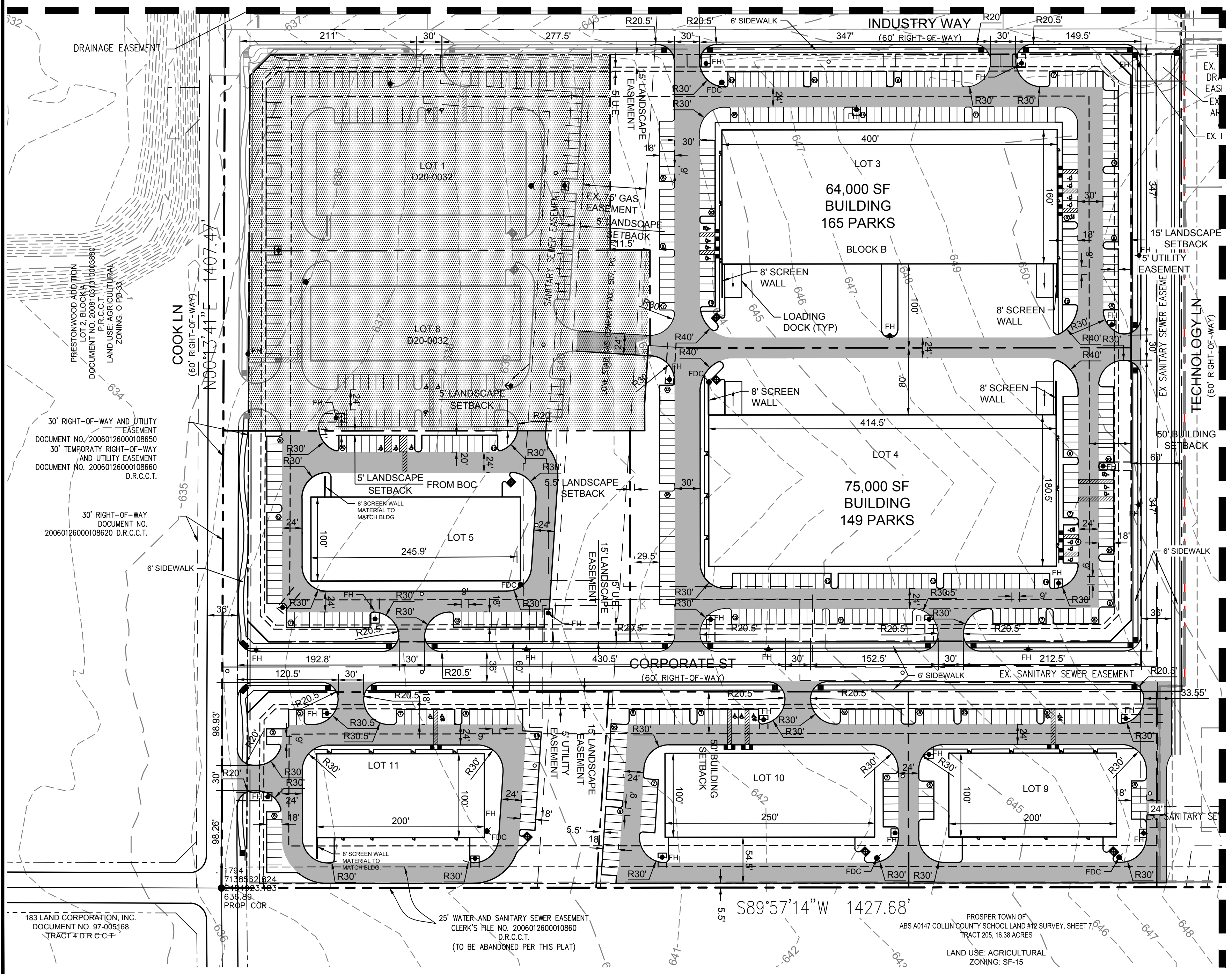
LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BUILDING AREA (SQ. FT.)	BLDG HGT. (FT # ST.)	LOT COVERAGE		FLR AREA RATIO		PARKING		HANDICAP SP.		PARKING LOT LANDSCAPING		OPEN SPACE		
							REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ. (15 SF PER PARKING SPACE)	PROV.	REQ. (7% SITE AREA), SQ. FT.
3	PD-26	OFFICE/WAREHOUSE	4.60	211,567	64,000	26' - 1 STORY	50% MAX	30.3%	0.5:1 MAX	0.079:1	1 SPACE / 1000 SF (Warehouse)	64	165	6	9	2,475	4,160	14,810	19,570
4	PD-26	OFFICE/WAREHOUSE	4.75	207,186	75,000	26' - 1 STORY	50% MAX	36.2%	0.5:1 MAX	0.079:1	1 SPACE / 1000 SF (Warehouse)	75	149	6	7	2,235	2,320	14,503	15,881
5	PD-26	OFFICE/WAREHOUSE	2.62	114,308	25,000	26' - 1 STORY	50% MAX	21.9%	0.5:1 MAX	0.079:1	1 SPACE / 350 SF (Office) 1 SPACE / 1000 SF (Warehouse)	39	62	3	3	930	1,310	8,002	20,483
9	PD-26	OFFICE/WAREHOUSE	2.27	98,701	20,000	26' - 1 STORY	50% MAX	20.3%	0.5:1 MAX	0.079:1	1 SPACE / 350 SF (Office) 1 SPACE / 1000 SF (Warehouse)	31	34	2	2	510	1,704	6,909	10,078
10	PD-26	OFFICE/WAREHOUSE	1.96	85,263	25,000	26' - 1 STORY	50% MAX	29.3%	0.5:1 MAX	0.079:1	1 SPACE / 350 SF (Office) 1 SPACE / 1000 SF (Warehouse)	39	56	3	3	840	1,860	5,968	7,006
11	PD-26	OFFICE/WAREHOUSE	1.59	69,116	20,000	26' - 1 STORY	50% MAX	28.9%	0.5:1 MAX	0.079:1	1 SPACE / 350 SF (Office) 1 SPACE / 1000 SF (Warehouse)	31	40	2	2	600	1,465	4,838	18,440



- STANDARD NOTES:
- ANY REVISIONS TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- ALL DIMENSIONS ARE TO BE TAKEN FROM FACE OF CURB.
  - DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
  - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
  - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
  - BUILDINGS OF 5,000 SF OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
  - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OF AS DIRECTED BY THE FIRE DEPARTMENT.
  - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
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  - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT ADOPTED BUILDING CODE.
  - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
  - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
  - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
  - SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
  - APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
  - SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
  - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
  - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
  - ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
  - IMPACT FEES WILL BE ACCESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
  - THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWENTY-FOUR (24) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING AND ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.
  - OFFICE SPACE USED FOR MEDICAL PURPOSES REQUIRES ADDITIONAL PARKING.

MATCHLINE - PHASE I

VICINITY MAP  
N.T.S.



LEGEND	
	PROPERTY LINE
	EASEMENT/SETBACK (AS NOTED)
	FIRE LANE

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

**FLOODPLAIN NOTE**  
 NO PORTION OF THIS TRACT LIES WITHIN A 100-YEAR FLOOD PLAIN, OR IN A FLOOD HAZARD AREA ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 4808500235J, WITH EFFECTIVE DATE OF JUNE 2, 2009

**PROSPER BUSINESS PARK**  
 LOT 3-5, 9-11, BLOCK B  
**CASE #: D20-0095**

OWNER:  
 CROSSLAND TEXAS INDUSTRIAL  
 861 N. COLEMAN ST  
 PROSPER, TX 75078  
 PH: 972.347.5659 CONTACT NAME: ROCKY HUSSMAN

APPLICANT:  
 CLAYMOORE ENGINEERING, INC.  
 1903 CENTRAL DRIVE, SUITE #406  
 BEDFORD, TX 76021  
 PH: 817.281.0572 CONTACT NAME: MATT MOORE

LEGAL DESCRIPTION:  
 LOT 3-5, 9-11, BLOCK B, PROSPER BUSINESS PARK AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NUMBER 147, COLLIN COUNTY TEXAS

CITY: TOWN OF PROSPER STATE: TEXAS  
 COUNTY: COLLIN SURVEY: COLLIN COUNTY SCHOOL ABSTRACT NO: 147

PRELIMINARY SITE PLAN

NO.	DATE	REVISION	BY

DESIGN: HCV  
 DRAWN: HCV  
 CHECKED: MAM  
 DATE: 12/22/2020

SHEET  
**SP-1**

File No. 2018-120 Page 168

PLOTTED BY: REGGIE SMITH  
 PLOT DATE: 12/22/2020 2:36 PM  
 LOCATION: Z:\PROJECTS\2020-057 CROSSLAND PROSPER PH 3\CADD\SHETS\SP.DWG  
 LAST SAVED: 12/22/2020 10:27 AM

183 LAND CORPORATION, INC.  
 DOCUMENT NO. 97-005168  
 TRACT 4 D.R.C.C.T.

25' WATER AND SANITARY SEWER EASEMENT  
 CLERK'S FILE NO. 2006012600010860  
 D.R.C.C.T.  
 (TO BE ABANDONED PER THIS PLAT)

PROSPER TOWN OF  
 ABS 0417 COLLIN COUNTY SCHOOL LAND #12 SURVEY, SHEET 7, 646  
 TRACT 205, 16.38 ACRES  
 LAND USE: AGRICULTURAL  
 ZONING: SF-15



**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction purposes.  
**CLAYMOORE ENGINEERING**  
 ENGINEERING AND PLANNING  
 CONSULTANTS  
 MATT MOORE  
 P.E. No. 98351, Date: 12/29/2020

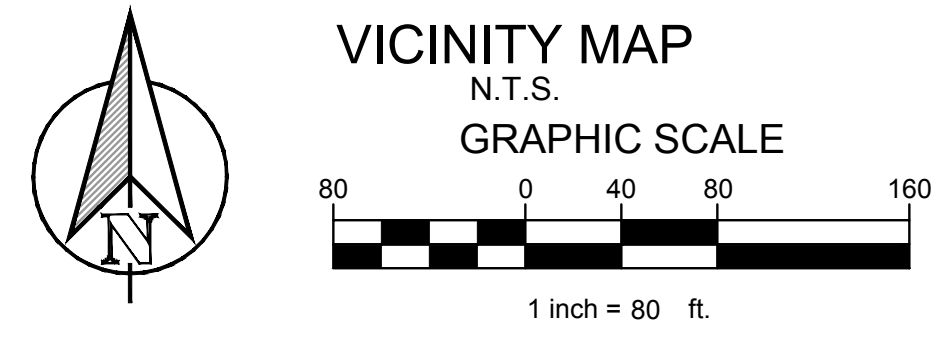
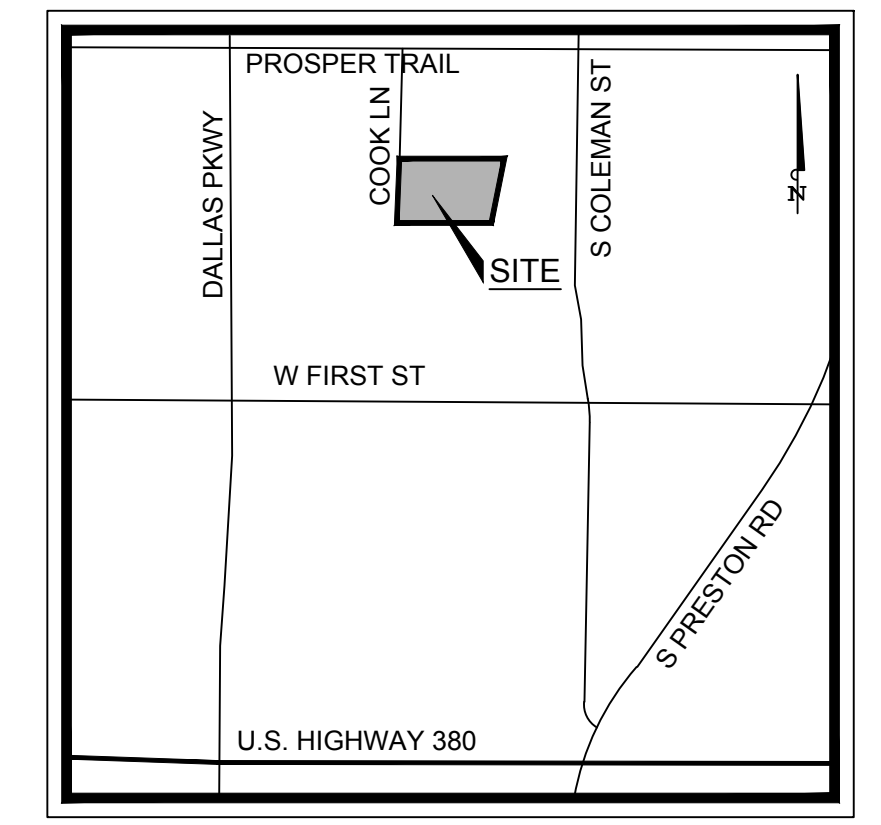
**PROSPER BUSINESS PARK  
 COOK LANE & PROSPER TRAIL  
 PROSPER, TEXAS  
 TOWN CASE #:**

NO.	DATE	REVISION	BY

**PRELIMINARY SITE PLAN**

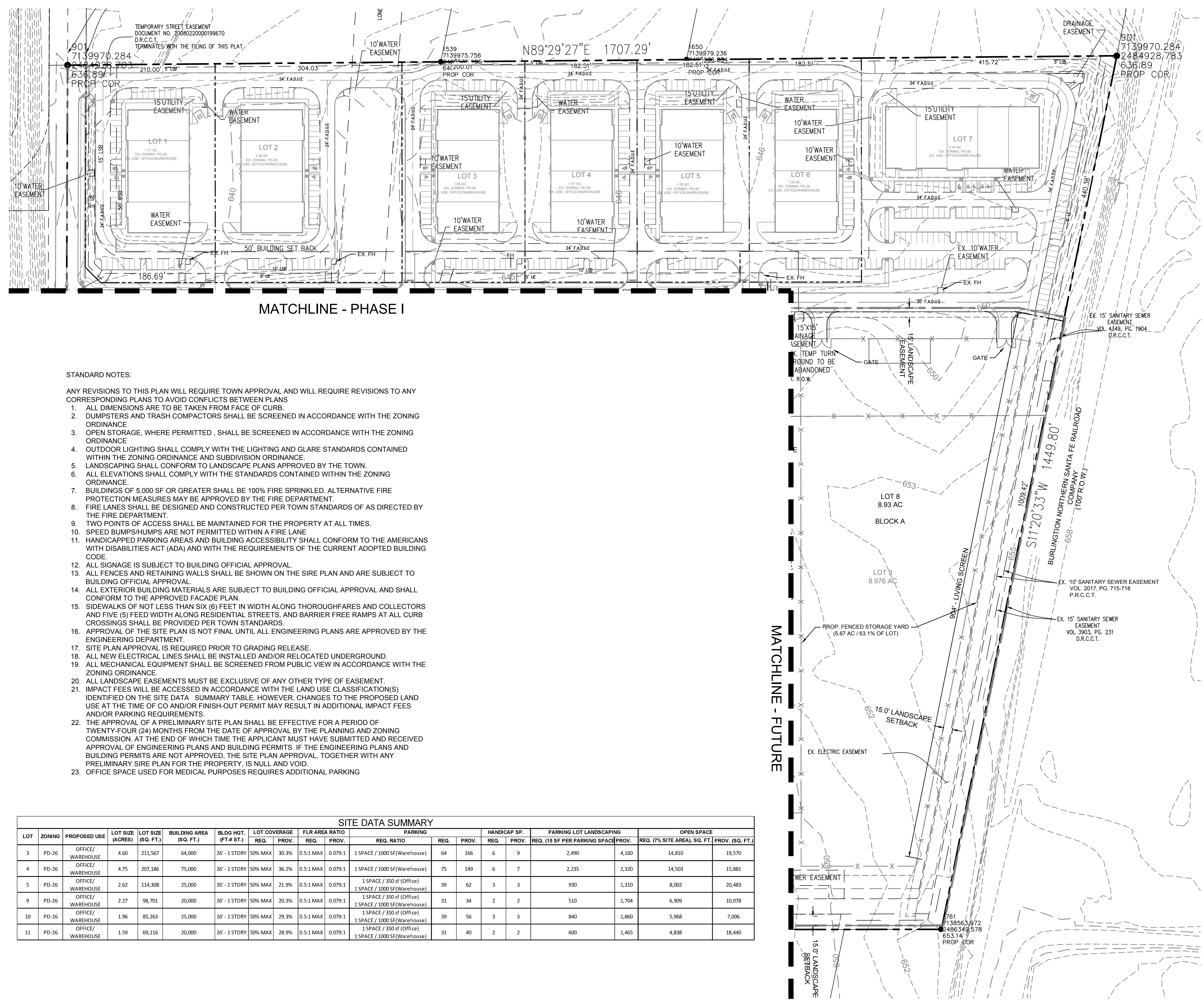
DESIGN: HCV  
 DRAWN: HCV  
 CHECKED: MAM  
 DATE: 12/29/2020

SHEET  
**SP-2**  
 File No. 2018-120 Page 169



**LEGEND**

---	PROPERTY LINE
- - - -	EASEMENT/SETBACK (AS NOTED)
■	FIRE LANE



**MATCHLINE - PHASE I**

**MATCHLINE - FUTURE**

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  - IMPACT FEES WILL BE ACCESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
  - THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWENTY-FOUR (24) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING AND ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SIRE PLAN FOR THE PROPERTY, IS NULL AND VOID.
  - OFFICE SPACE USED FOR MEDICAL PURPOSES REQUIRES ADDITIONAL PARKING

**SITE DATA SUMMARY**

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BUILDING AREA (SQ. FT.)	BLDG HGT. (FT.# ST.)	LOT COVERAGE		FLR AREA RATIO		PARKING				HANDICAP SP.		PARKING LOT LANDSCAPING		OPEN SPACE	
							REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.
3	PD-26	OFFICE/WAREHOUSE	4.60	211,567	64,000	26'-1 STORY	50% MAX	30.3%	0.5:1 MAX	0.079:1	1 SPACE / 1000 SF (Warehouse)	64	166	6	9	2,490	4,160	14,810	19,570	
4	PD-26	OFFICE/WAREHOUSE	4.75	207,186	75,000	26'-1 STORY	50% MAX	36.2%	0.5:1 MAX	0.079:1	1 SPACE / 1000 SF (Warehouse)	75	149	6	7	2,235	2,320	14,503	15,881	
5	PD-26	OFFICE/WAREHOUSE	2.62	114,308	25,000	26'-1 STORY	50% MAX	21.9%	0.5:1 MAX	0.079:1	1 SPACE / 1000 SF (Warehouse)	39	62	3	3	930	1,310	8,002	20,483	
9	PD-26	OFFICE/WAREHOUSE	2.27	98,701	20,000	26'-1 STORY	50% MAX	20.3%	0.5:1 MAX	0.079:1	1 SPACE / 350 sf (Office) 1 SPACE / 1000 SF (Warehouse)	31	34	2	2	510	1,704	6,909	10,078	
10	PD-26	OFFICE/WAREHOUSE	1.96	85,263	25,000	26'-1 STORY	50% MAX	29.3%	0.5:1 MAX	0.079:1	1 SPACE / 350 sf (Office) 1 SPACE / 1000 SF (Warehouse)	39	56	3	3	840	1,860	5,968	7,006	
11	PD-26	OFFICE/WAREHOUSE	1.59	69,116	20,000	26'-1 STORY	50% MAX	28.9%	0.5:1 MAX	0.079:1	1 SPACE / 350 sf (Office) 1 SPACE / 1000 SF (Warehouse)	31	40	2	2	600	1,465	4,838	18,440	

**FLOODPLAIN NOTE**  
 NO PORTION OF THIS TRACT LIES WITHIN A 100-YEAR FLOOD PLAIN, OR IN A FLOOD HAZARD AREA ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 4808500235J, WITH EFFECTIVE DATE OF JUNE 2, 2009

**PROSPER BUSINESS PARK  
 LOT 3-5, 9-11, BLOCK B**

**CASE #: D20-0095**

**OWNER:**  
 CROSSLAND TEXAS INDUSTRIAL  
 861 N. COLEMAN ST  
 PROSPER, TX 75078  
 PH: 972.347.5659  
 CONTACT NAME: ROCKY HUSSMAN

**APPLICANT:**  
 CLAYMOORE ENGINEERING, INC.  
 1903 CENTRAL DRIVE, SUITE #406  
 BEDFORD, TX 76021  
 PH: 817.281.0572  
 CONTACT NAME: MATT MOORE

**LEGAL DESCRIPTION:**  
 LOT 3-5, 9-11, BLOCK B, PROSPER BUSINESS PARK AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NUMBER 147, COLLIN COUNTY TEXAS

**CITY:** TOWN OF PROSPER **STATE:** TEXAS

**COUNTY:** COLLIN **SURVEY:** COLLIN COUNTY SCHOOL **ABSTRACT NO.:** 147

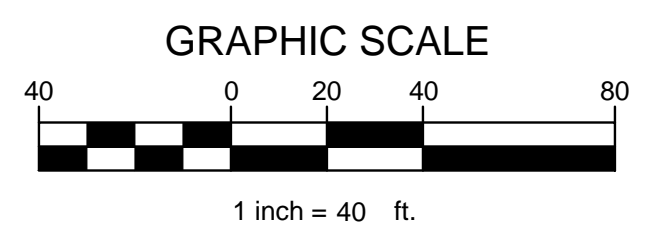
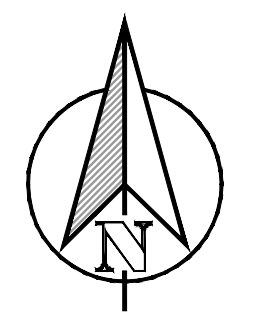
PLOTTED BY: DREW DONOSKY  
 PLOT DATE: 12/29/2020 10:24 AM  
 LOCATION: Z:\PROJECTS\PROJECTS\2020-057 CROSSLAND PROSPER PH 3\CADD\ SHEETS\SP.DWG  
 LAST SAVED: 12/22/2020 2:48 PM

**PRELIMINARY**  
 FOR REVIEW ONLY  
 Not for construction purposes.  
 CLAYMOORE ENGINEERING  
 ENGINEERING AND PLANNING  
 CONSULTANTS  
 Engineer: **DREW DONOSKY**  
 P.E. No. 125651, Date: 12/28/2020

**THE GATES OF PROSPER  
 BLOCK E, LOTS 1, 2 & 3  
 PROSPER, TEXAS**

NO.	DATE	REVISION	BY

SITE PLAN	
DESIGN:	ASD
DRAWN:	ASD
CHECKED:	MAM
DATE:	10/01/2020
SHEET	
<b>SP-1</b>	
File No.	Page 170



**LEGEND**

	HEAVY DUTY CONCRETE PAVEMENT PER DETAIL SHEET C-13
	DUMPSTER DUTY CONCRETE PAVEMENT PER DETAIL SHEET C-13
	LIGHT DUTY CONCRETE PAVEMENT PER DETAIL SHEET C-13
	CONCRETE SIDEWALK PER DETAIL SHEET C-13
	PROPOSED CONCRETE CURB AND GUTTER PER DETAIL SHEET C-13
	PROPERTY LINE
	FULL-DEPTH SAWCUT
	FIRE LANE

**METER SCHEDULE**

①	2' DOM METER
---	--------------

SITE DATA TABLE	BLOCK E, LOT 2
EXISTING ZONING	PD-67
PROPOSED USE	PD-67
BUILDING HEIGHT	1-STORY / 30'
BUILDING AREA	5,047 CAR WASH SF 5,055 CAR SERVICE SF
PARKING REQUIRED	20
PARKING PROVIDED	34
LAND AREA (AC)	2.71
LAND AREA (SF)	118,013
IMPERVIOUS AREA	90,242
HANDICAP REQUIRED	2
VAN HANDICAP PROVIDED	2
TOTAL HANDICAP PROVIDED	2
INTERIOR LANDSCAPE REQUIRED	555 SF
INTERIOR LANDSCAPE PROVIDED	555 SF
OPEN SPACE REQUIRED	8,260.91
OPEN SPACE PROVIDED	8,260.91
COVERAGE	8.56%
FLOOR RATIO	0.09:1

**THE GATES OF PROSPER**

**CASE # : D20-0100**

**OWNER:**  
 380 & 289, LP  
 8000 WARREN PARKWAY  
 FRISCO, TX 75034  
 PH: 972.543.2412  
 CONTACT NAME: SCOTT SHIPP

**APPLICANT/REPRESENTATIVE:**  
 CLAYMOORE ENGINEERING, INC.  
 301 S. COLEMAN, SUITE #40  
 PROSPER, TX 75078  
 PH: 817.201.6982  
 CONTACT NAME: MATT MOORE

**SURVEYOR:**  
 EAGLE SURVEYING, LLC  
 210 S. ELM STREET  
 DENTON, TX 76201  
 PH: 940.222.3009  
 CONTACT NAME: DAN RICK

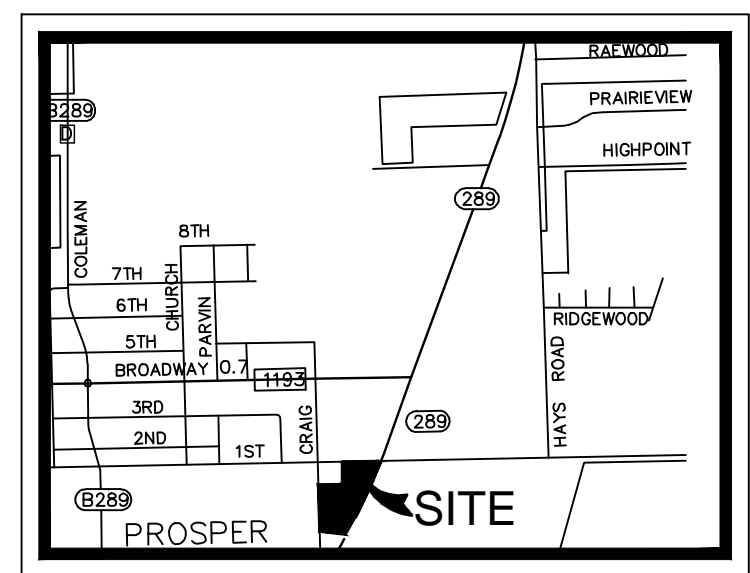
**LEGAL DESCRIPTION:**  
 GATES OF PROSPER, BLOCK E, LOT 2  
 2.71 ACRES  
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

CITY:	STATE:
PROSPER	TEXAS

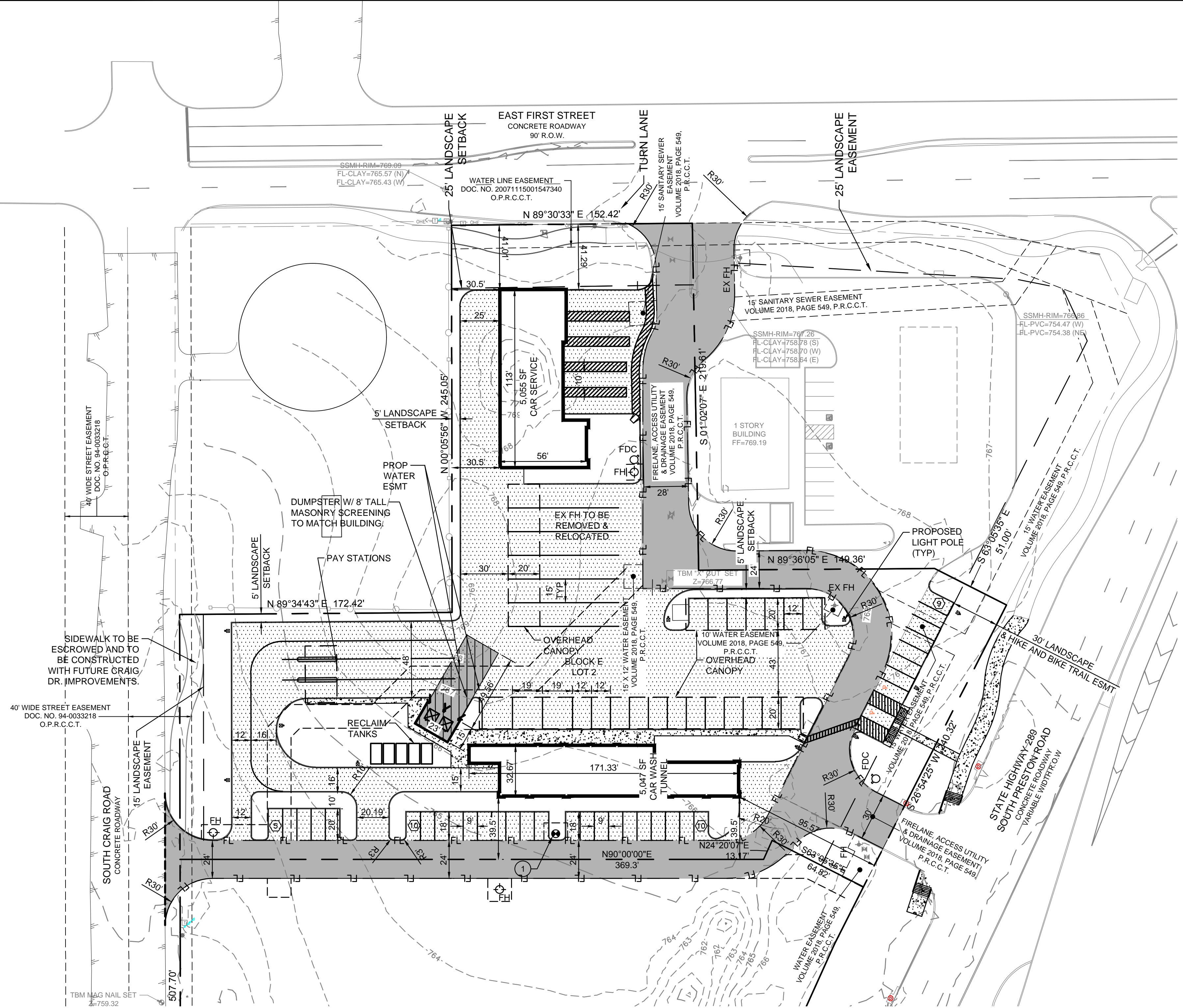
COUNTY:	SURVEY:	ABSTRACT NO.
COLLIN	EDWARD BRADLEY SURVEY	86

- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED PER THE ZONING ORDINANCE.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED PER THE ZONING ORDINANCE.
- OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
- ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
- BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.
- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
- TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
- SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
- FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS. AMENDMENT 503.1.1
- THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE. AMENDMENT 503.2.1
- BUILDINGS MORE THAN 30 FEET IN HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF A 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIREFIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT WIDE FIRE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET. APPENDIX D105
- THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
- THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
- DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
- FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTRANCES AND INTERSECTIONS. AMENDMENT 507.5.1
- AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET (300') FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R3. R-3 DEVELOPMENTS SHALL BE EVERY 500 FEET (500'). DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE HOSE IS LAID BY A FIRE APPARATUS FROM HYDRANT-TO-HYDRANT, NOT AS THE "CROW FLIES." AMENDMENT 507.5.1
- FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5' STORZ, 30-DEGREE DOWNWARD TURN WITH LOCKING CAP. AMENDMENT 507.5.1
- FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC. AMENDMENT 507.5.1
- THERE SHALL BE A MINIMUM OF TWO (2) FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT. AMENDMENT 507.5.1
- A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ACCESS. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER. AMENDMENT 503.1.1
- THE MAXIMUM DEAD-END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET (600') AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS. AMENDMENT 503.1.5
- ONE-AND TWO-FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS. AUTOMATIC FIRE PROTECTION SYSTEMS PER NFPA 13D OR NFPA 13R SHALL BE PROVIDED IN ALL ONE-AND TWO-FAMILY DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET (511 M2) OR GREATER, DWELLINGS THREE (3) STORIES OR GREATER, OR DWELLINGS WITH ROOF HEIGHTS EXCEEDING THIRTY-FIVE FEET (35') FROM GRADE. IRC-2015 AMENDMENT R313.2
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
- SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS AND BARRIER-FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
- APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT.
- SITE PLAN APPROVAL IS REQUIRED BEFORE THE GRADING RELEASE.
- ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW PER THE ZONING ORDINANCE.
- ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
- IMPACT FEES WILL BE ASSESSED PER THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
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**NOTE:**  
 1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.



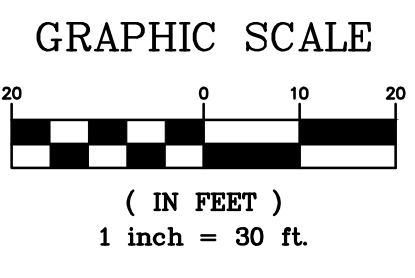
**VICINITY MAP**  
 N.T.S.



PLOTTED BY: DREW DONOSKY  
 PLOT DATE: 12/28/2020 5:52 PM  
 LOCATION: Z:\PROJECTS\PROJECTS\2020-123 GATES AUTO COMPLEX\CADD\SHEETS\SP-1 SITE PLAN.DWG  
 LAST SAVED: 12/21/2020 2:00 PM

### LEGEND

EXISTING		SPOT ELEVATION	
CONTROL POINT	X 555.55	EDGE OF CONCRETE ELEVATION	
TEMPORARY BENCHMARK	EC 555.55	GUTTER ELEVATION	
PROPERTY CORNER	GT 555.55	TOP OF CURB ELEVATION	
MARKER FOUND - AS NOTED	TC 555.55	PLAT RECORDS	COLLIN COUNTY, TEXAS
TELEPHONE MARKER	P.R.C.C.T.	OFFICIAL PUBLIC RECORDS	COLLIN COUNTY, TEXAS
GAS MARKER	O.P.R.C.C.T.	OVERHEAD ELEC.	
WATER VALVE		U.G. GAS	
FIRE HYDRANT		U.G. WATER	
INLET RIM		SUBJECT PROPERTY LINE	
TRAFFIC SIGNAL LIGHT		EXISTING EASEMENT LINE	
TRAFFIC SIGNAL BOX		INVERT REFERENCE	
POWER POLE			
GUY WIRE			
SIGN			



### TOWN OF PROSPER SITE PLAN NOTES

- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED PER THE ZONING ORDINANCE.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED PER THE ZONING ORDINANCE.
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- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
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### WATER METER TABLE

TYPE	SIZE	USE
DISPLACEMENT	2"	DOMESTIC
DISPLACEMENT	1 1/2"	IRRIGATION

### WATER SERVICE:

- CONTRACTOR TO INSTALL DOMESTIC/IRRIGATION METERS & RPZ.
- CONTRACTOR TO INSTALL METER BOX WITHIN DEDICATED WATER EASEMENT.
- CONTRACTOR TO INSTALL ALL WATER LINE APPURTENANCES UP TO THE METER.

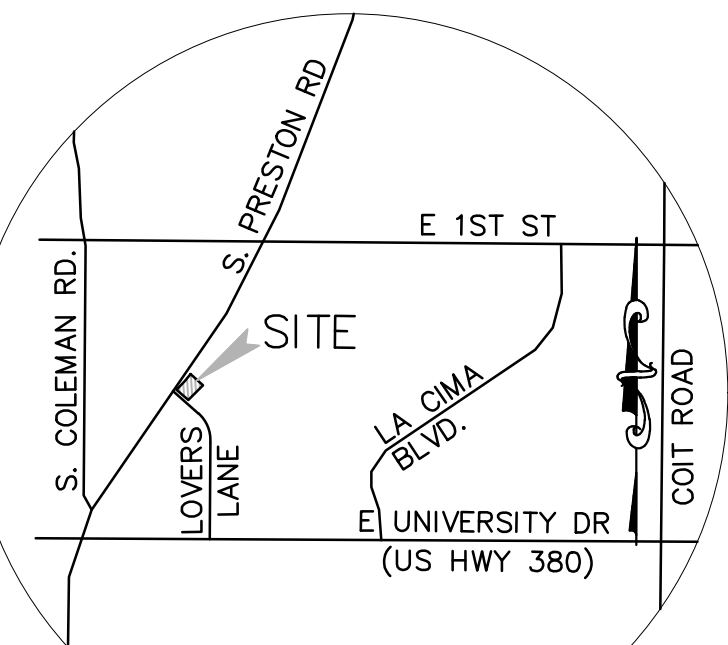
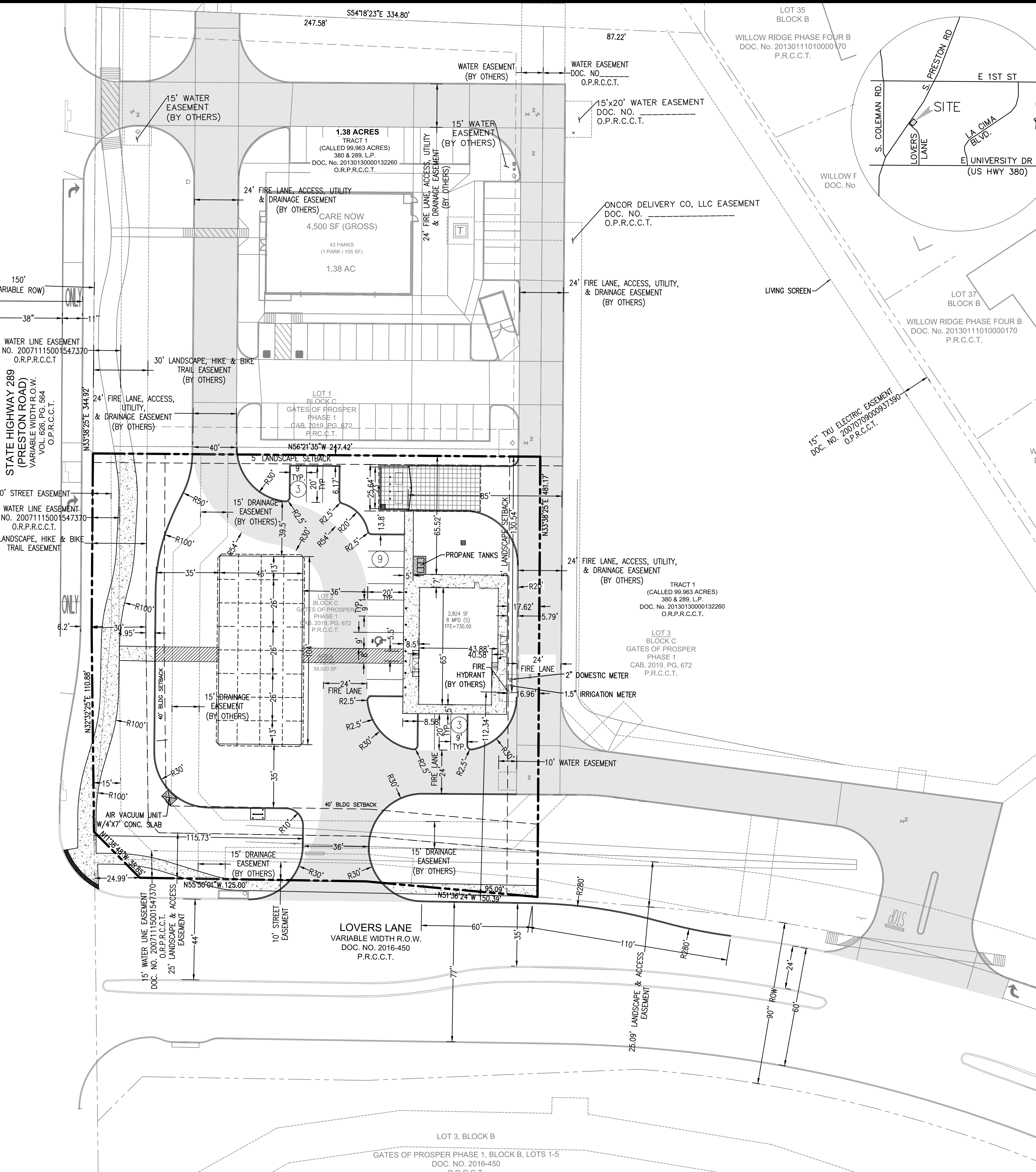
## GATES OF PROSPER BLOCK C, LOT 2

CASE #D20-0090

1.33 ACRES.  
BEN RENISON SURVEY, ABSTRACT NO. 755  
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

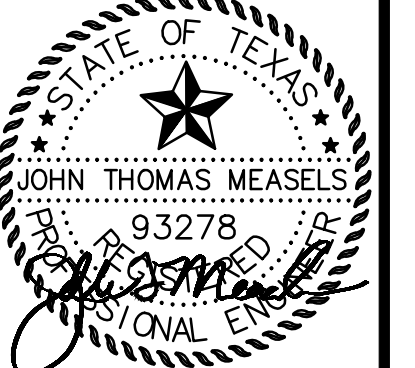
ENGINEER/APPLICANT	DEVELOPER	OWNER
JM CIVIL ENGINEERING 5900 S LAKE FOREST DRIVE, SUITE 380 MCKINNEY, TX 75070 PHONE: (214) 491-1830 CONTACT: JOHN MEASELS, P.E.	MURPHY OIL USA, INC. 200 PEACH STREET EL DORADO, AR 71730 PHONE: (870) 881-6678 CONTACT: KK YEOW	380 & 289 LP 1 COWBOYS WAY FRISCO, TX 75734 CONTACT: NICHOLAS LUKA PHONE: (949)-497-4854

BLOCK	LOT	ZONING	PROPOSED USE	LOT AREA (SF) (AC)	TOTAL BUILDING AREA (SF)	MAX BUILDING HEIGHT (FT)	BUILDING COVERAGE (%)	FLOOR AREA RATIO	PARKING REQUIRED (1:250+3)	PARKING PROVIDED (SPACES)	ADA PARKING REQUIRED (SPACES)	ADA PARKING PROVIDED (SPACES)	IMPERVIOUS AREA (SF)	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)	LANDSCAPE REQUIRED (SF)	LANDSCAPE PROVIDED (SF)
***	***	PD-67	GAS STATION	58,020 (1.33)	2,824	1-STORY 15.67'	4.8	0.1:1	15	15	1	1	38,524	4,061	6,732	1,484	4,428



SHEET NO.

FIRM NO. F-19504



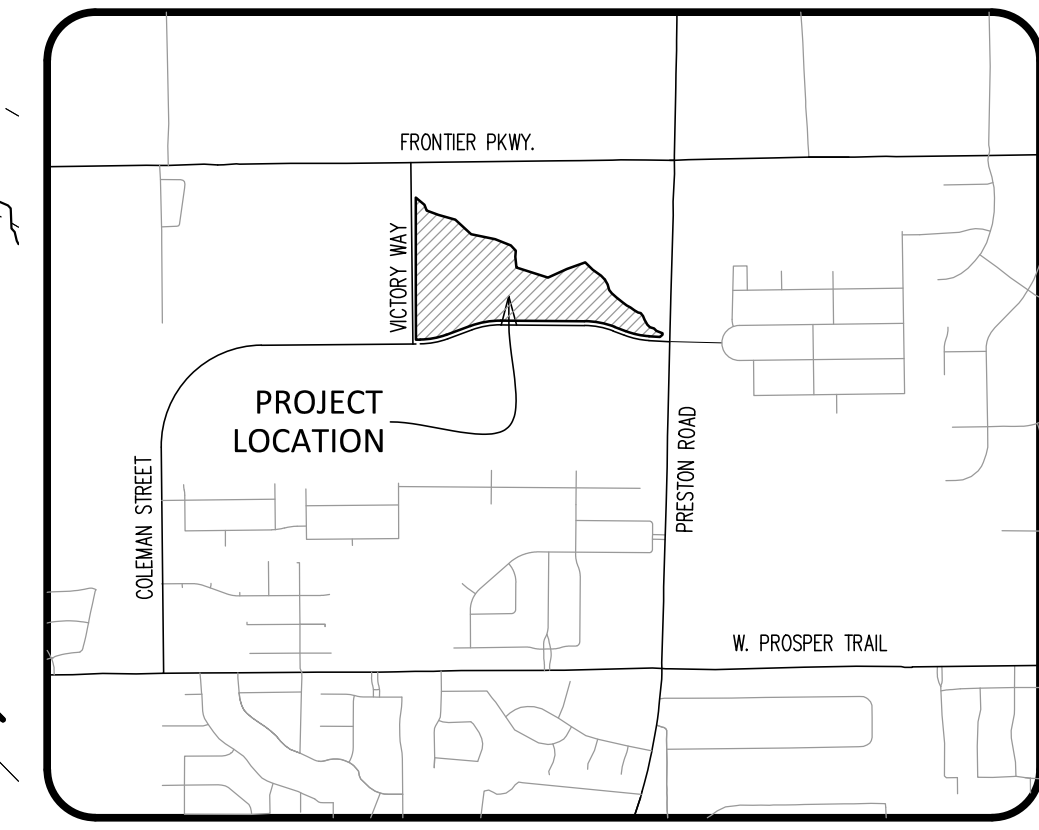
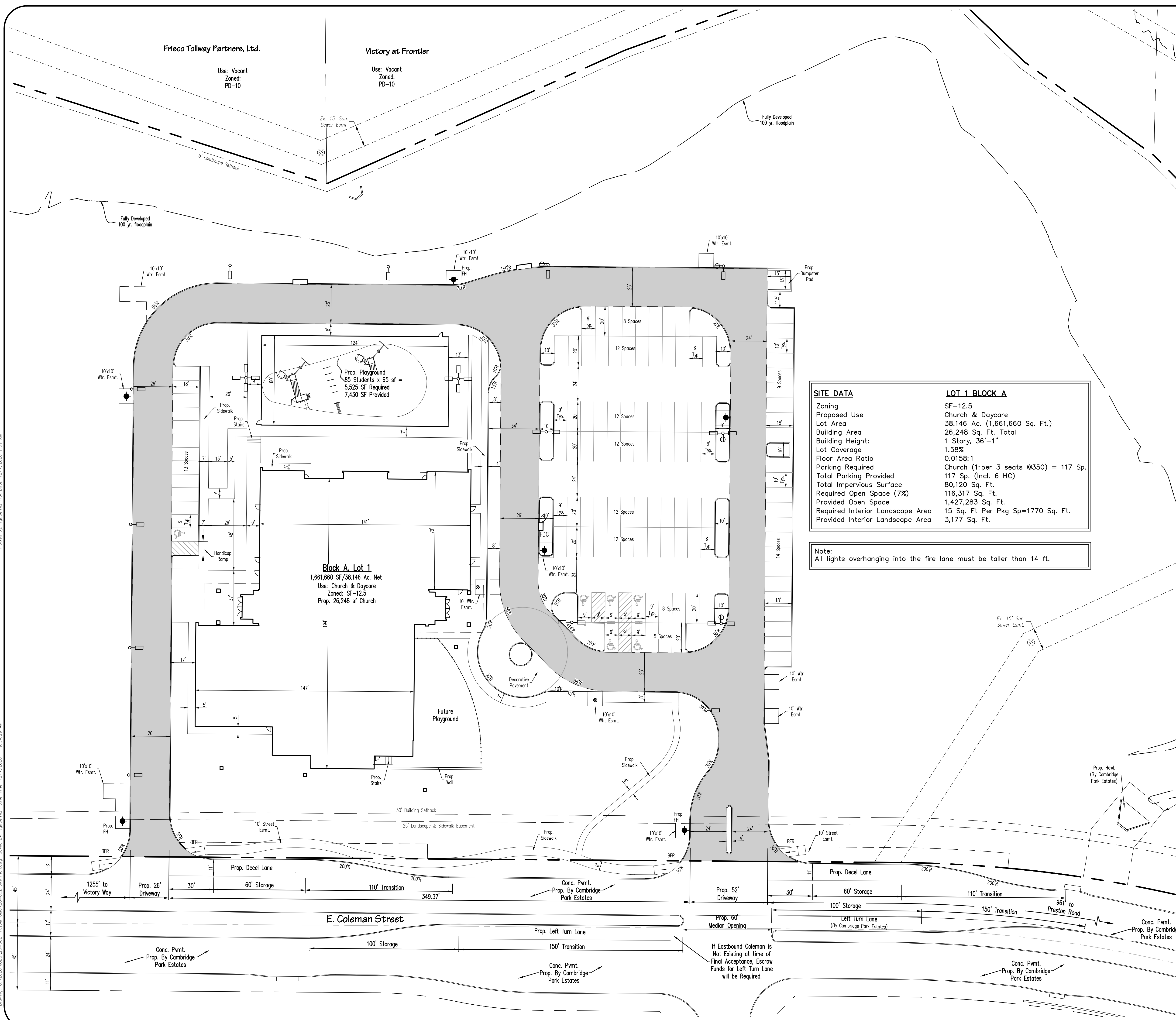
12/10/20

**SITE PLAN**  
MURPHY EXPRESS  
S. PRESTON ROAD & LOVERS LANE  
PROSPER, TEXAS

5900 S Lake Forest Drive,  
Suite 380  
McKinney, TX 75070  
Ph. 214-491-1830  
John Measels, P.E.  
CIVIL ENGINEER



MURPHY OIL USA, INC.  
200 PEACH STREET  
P.O. BOX 7000  
EL DORADO, AR 71730-7000



LOCATION & SHEET KEY MAP  
1" = 200'

Town of Prosper Site Plan Notes:

- Dumpsters and trash compactors shall be screened per the Zoning Ordinance.
- Open storage, where permitted, shall be screened per the Zoning Ordinance.
- Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Ordinance.
- Landscaping shall conform to landscape plans approved by the Town.
- All elevations shall comply with the standards contained within the Zoning Ordinance.
- Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
- Occupant notification per this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement or modification of the existing fire alarm system, or as required by the Fire Code Official, for all buildings or spaces provided with an approved automatic sprinkler system.
- Fire lanes shall be designed and constructed per Town Standards or as directed by the Fire Department.
- Two points of access shall be maintained for the property at all times.
- Speed bumps/humps are not permitted within a fire lane.
- Fire lanes shall be provided within 150 feet of all exterior walls of any building for hose lay requirements. Amendment 503.1.1
- The fire lane shall be a minimum of 24 feet wide. Amendment 503.2.1
- Buildings more than 30 feet in height are required to have a minimum of a 26-foot wide fire lane in the immediate vicinity for firefighting operations of the building. One of the 26-foot wide fire lanes shall be located a minimum of 15 feet from the building and no more than 30 feet. Appendix D105
- The inside turning radius of the 24-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
- The inside turning radius of the 26-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
- Dead-end fire lanes are only permitted with approved hammerheads.
- Fire hydrants shall be provided at the entrances and intersections. Amendment 507.5.1
- As properties develop, fire hydrants shall be located at all intersecting streets and the maximum spacing shall be every 300 feet (300') for all developments, and facilities other than R3, R-3 developments shall be every 500 feet (500'). Distances between hydrants shall be measured along the route that fire hose is laid by a fire apparatus from hydrant-to-hydrant, not as the "crow flies." Amendment 507.5.1
- Fire department connection (FDC) for the fire sprinkler system shall be located within 50 feet of a fire hydrant and 50 feet of a fire lane. 5" Storz, 30-degree downward turn with locking cap. Amendment 507.5.1
- Fire hydrants shall be located 2 foot (2') to 6 foot (6') back from the curb or fire lane and shall not be located in the bulb of a cul-de-sac. Amendment 507.5.1
- There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above. A minimum of one fire hydrant shall be located on each lot. Amendment 507.5.1
- A minimum 10-foot unobstructed width shall be provided around a building for adequate Fire Department access. A continuous row of parking and landscaping shall be considered a barrier. Amendment 503.1.1
- The maximum dead-end cul-de-sac length shall not exceed six hundred feet (600') as measured from the centerline of the intersection street to the center point of the radius. Amendment 503.1.5
- One- and two-family dwellings automatic fire systems. Automatic fire protection systems per NFPA 13D or NFPA 13R shall be provided in all one- and two-family dwellings with a conditioned floor area of 5,500 square feet (511 m<sup>2</sup>) or greater, dwellings three (3) stories or greater, or dwellings with roof heights exceeding thirty-five feet (35') from grade. IRC-2015 Amendment R313.2
- Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- All signage is subject to Building Official approval.
- All fences and retaining walls shall be shown on the Site Plan and are subject to Building Official approval.
- All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
- Sidewalks of not less than six (6) feet in width along thoroughfares and collectors and five (5) feet in width along residential streets and barrier-free ramps at all curb crossings shall be provided per Town Standards.
- Approval of the Site Plan is not final until all engineering plans are approved by the Engineering Services Department.
- Site Plan Approval is required before the grading release.
- All new electrical lines shall be installed and/or relocated underground.
- All mechanical equipment shall be screened from public view per the Zoning Ordinance.
- All landscape easements must be exclusive of any other type of easement.
- Impact fees will be assessed per the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
- The approval of a Site Plan shall be effective for eighteen (18) months from the date of approval by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the Site Plan approval, together with any preliminary Site Plan for the property, is null and void.

SITE DATA	LOT 1 BLOCK A
Zoning	SF-12.5
Proposed Use	Church & Daycare
Lot Area	38,146 Ac. (1,661,660 Sq. Ft.)
Building Area	26,248 Sq. Ft. Total
Building Height:	1 Story, 36'-1"
Lot Coverage	1.58%
Floor Area Ratio	0.0158:1
Parking Required	Church (1:per 3 seats @350) = 117 Sp.
Total Parking Provided	117 Sp. (Incl. 6 HC)
Total Impervious Surface	80,120 Sq. Ft.
Required Open Space (7%)	116,317 Sq. Ft.
Provided Open Space	1,427,283 Sq. Ft.
Required Interior Landscape Area	15 Sq. Ft Per Pkg Sp=1770 Sq. Ft.
Provided Interior Landscape Area	3,177 Sq. Ft.

Note:  
All lights overhanging into the fire lane must be taller than 14 ft.

- LEGEND**
- FIRELANE ACCESS & UTILITY EASEMENT
  - PROPOSED FIRE HYDRANT
  - PROPOSED LIGHT STANDARD

D20-0092  
SITE PLAN  
**Prosper United  
Methodist Church Addition**  
Block A, Lot 1  
39.696 Acres Gross/38.205 Acres Net  
SITUATED IN THE  
A. RICE SURVEY, ABSTRACT NO. 787  
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Drawing: G:\2020\205020-002 Prosper Methodist Church Addition\20-002 Site Plan.dwg Saved By: ngibler@se.com Date: 12/7/2020 9:54:29 AM Printed: G:\2020\205020-002 Prosper Methodist Church Addition\20-002 Site Plan.dwg Date: 12/7/2020 9:59 AM

## PLANNING



**To: Mayor and Town Council**

**From: Alex Glushko, AICP, Planning Manager**

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

**Re: Town Council Meeting – January 12, 2021**

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**Agenda Item:**

Consider and act to authorize the Town Manager to execute a Development Agreement between Founders Classical Academy of Prosper and the Town of Prosper, Texas, related to the Founders Classic Academy Charter School development on the southwest corner of First Street and Custer Road.

**Description of Agenda Item:**

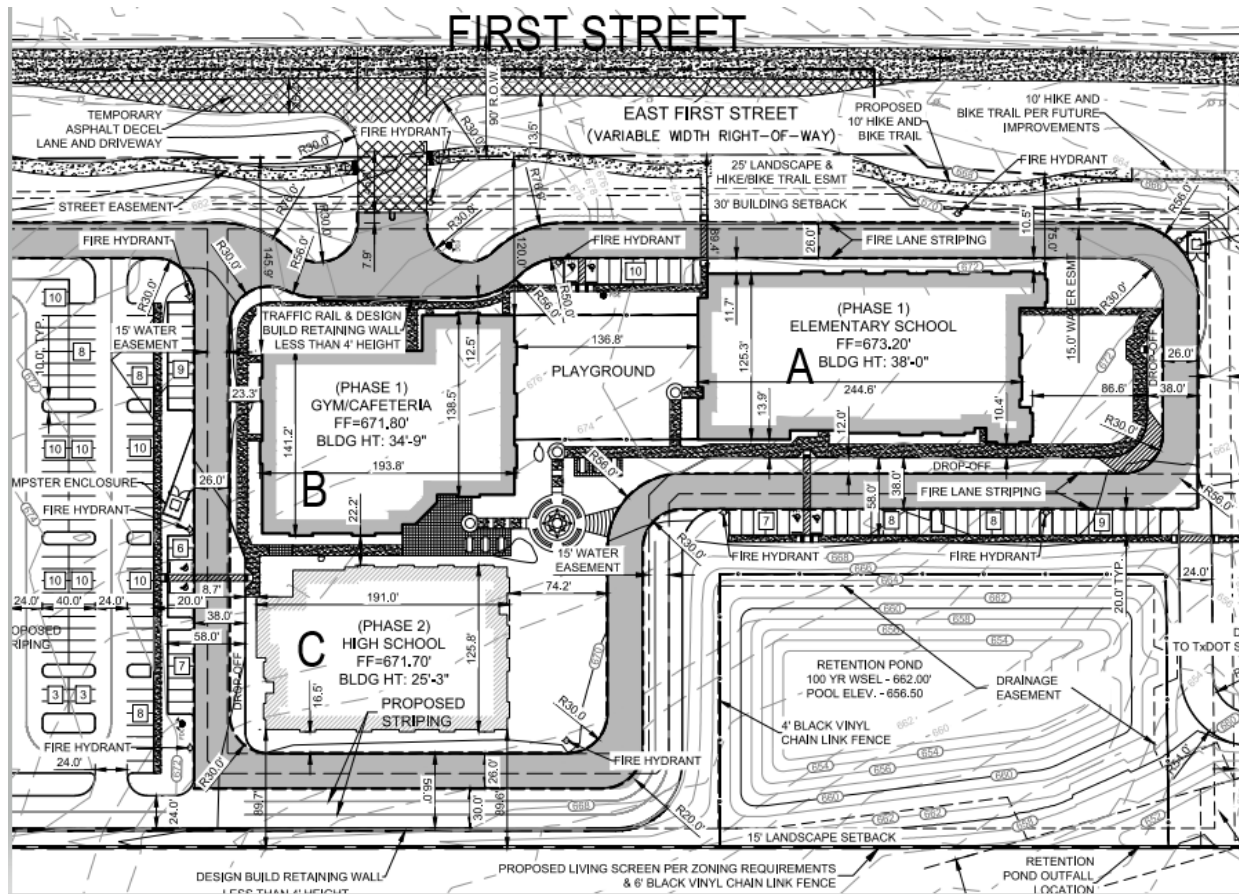
On June 2, 2020, the Planning & Zoning Commission approved the Site Plan for Founders Classic Academy located on the southwest corner of First Street and Custer Road. The approved Site Plan showed an athletic playing field without field lights west of the proposed school. Following approval, the applicant made a request to add field lights for evening activities associated with the school. Staff reviewed the request and confirmed with the Town Attorney that the Zoning Ordinance does allow Prosper ISD to have field lights, requires commercial businesses to obtain a Specific Use permit in order to have field lights, but not specifically address charter schools.

The determination was made that a charter school is not considered part of PISD, but it is a school recognized by the State, and further it is not considered a commercial business. To address this matter, Founders Classic Academy agreed to enter into a Development Agreement in order to limit levels generated by the field lights in a manner consistent with the regulations for commercial businesses. In addition, Founders Classic Academy agreed to include the proposed building elevations and architectural standards along with the Agreement. Exhibit B shows the proposed Building Elevations and Exhibit C shows the proposed photometric plan demonstrating zero (0) light spill over along the northern property line (Whitley Place), southern property line (proposed senior living development), and western property line (future Malabar Hill subdivision).

Although this item is intended to address overspill of lighting from field lights onto adjacent properties, staff would like to inform Council of the building layouts and orientation of the primary entrances to those buildings and building materials as it relates to the approved Site Plan for the Founders Classic Academy (Founders). The overall approved site plan is attached for your information and an excerpt of the layout is shown below. The site plan consists of an elementary school, a high school, a gym/cafeteria, parking and drive aisles. Building “A” is the Elementary

School and is oriented to the South, away from First St. Building “B”, is the gym/cafeteria and has doors on the north, the west and the south faces. The last building, “C” (south of the gym/caf.), is the High School and the building faces to the West. Based on the Town’s experience with schools, staff reached out to gain a better understanding of the layout and how it would blend in with the community. We were informed that the building orientations were intentional and based on the school’s operations and desires. Founders wanted the elementary school to face to the south for drop off/pick-up purposes and wanted those functions located as far from First Street as possible. As it relates to the architecture of the 3 buildings, Founders has included masonry on all four sides of each building without the requirement to do so.

As Council may recall, under the Texas Education Code, charter schools are considered public schools. While schools are exempt from municipal zoning regulations, Texas municipalities may enforce reasonable land development regulations for the purpose of aesthetics and the maintenance of property values. Therefore, the Town, for example, can enforce its uniform construction codes, fire codes, landscaping standards, and other reasonable regulations. On the other hand, the Town cannot “zone out” school structures, determine which components of a school facility are acceptable (allowing classrooms, but not an auditorium, or limiting eating or kitchen facilities on campus, for example). Further, a municipality may not limit a school’s use of portable learning structures since it is the school’s inherent right to determine the best method by which to educate children—and if portable learning structures are deemed necessary by the school or its governing body, then a municipality’s regulations will not supersede the school’s determination. The bottom line is this—municipal regulatory authority over public schools is limited, and over the years the courts have generally sided with public schools and school districts when there is a conflict between school authority and municipal authority.



**Legal Obligations and Review:**

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

**Attached Documents:**

1. Development Agreement
2. Exhibit A – Property Description
3. Exhibit B – Façade Elevations
4. Exhibit C – Field Lighting Photometric Plan
5. Approved Site Plan

**Town Staff Recommendation:**

Staff recommends the Town Council authorize the Town Manager to execute a Development Agreement between Founders Classical Academy of Prosper and the Town of Prosper, Texas, related to the Founders Classic Academy Charter School development on the southwest corner of First Street and Custer Road.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Development Agreement between Founders Classical Academy of Prosper and the Town of Prosper, Texas, related to the Founders Classic Academy Charter School development on the southwest corner of First Street and Custer Road.

**DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS,  
AND FOUNDERS CLASSICAL ACADEMY OF PROSPER**

**THIS DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND FOUNDERS CLASSICAL ACADEMY OF PROSPER** ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Prosper, Texas ("Prosper" or the "Town"), and Founders Classical Academy of Prosper ("Developer"), collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Developer, a Texas nonprofit corporation, is constructing a Charter School ("Charter School") in the Town to be located on property at the southwest corner of East First Street and Custer Road in the Town (the "Property"); and

**WHEREAS**, the legal description of the Property on which the Charter School shall be constructed is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, in this Agreement the Town and Developer wish to address a variety of issues related to the construction and eventual operation of the Charter School, including building construction materials and architectural standards, and dedications and easements, among others; and

**WHEREAS**, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each.

**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. **Building Materials and Architectural Standards.** Following the execution of this Agreement by the Parties, for any structure built on the Property (which includes any structure in Phase 1 (elementary school and gym/cafeteria), as well as any structure contemplated in any future phase of the Charter School, Developer shall comply with the applicable building construction materials and architectural standards contained in the elevations reflected in Exhibit B, attached hereto and incorporated by reference. The Parties specifically agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Further, with respect to any and all structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

2. **Outdoor Lighting Standards.** All outdoor lighting on the Property shall be in compliance with all applicable Town standards and regulations, and lighting around the athletic field also shall comply with the light emission standards referenced in the Field Lighting Photometric Plan, attached hereto as Exhibit C incorporated by reference.



3. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated to the Town pursuant to this Agreement, whether in fee simple or otherwise, including any easements (as reflected in the Final Plat, attached hereto as Exhibit C and incorporated by reference), 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.

4. **Exactions/Infrastructure Costs.** Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

5. **Notification of Sale or Transfer; Assignment of Agreement.** Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Assignee assumes the liabilities, responsibilities, and obligations of the Developer under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all

assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee’s Notice information. Further, this Agreement shall be filed in the real property records of Collin County, Texas.

6. **Default.** If Developer fails to comply with any provision of this Agreement after receiving ten (10) days’ written notice to comply from the Town, then so long as such default continues and is not cured, the Town shall have the following remedies, in addition to the Town’s other rights and remedies:

- (a) to refuse to accept any public improvements on the Property; and/or
- (b) to seek specific enforcement of this Agreement; and/or
- (c) declare Developer in default of this Agreement and pursue any remedy authorized by law; and/or
- (d) Not issue a building permit for any remaining structure or phase contemplated by this Agreement until such default is cured by Developer.

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

8. **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.

9. **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 Developer:                    Founders Classical Academy of Prosper  
    c/o Responsive Education Solutions  
    P.O. Box 292730  
    Lewisville, Texas 75029  
    Attn: \_\_\_\_\_

10. **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).

11. **Sovereign Immunity.** The parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

12. **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.

13. **Vested Rights/Chapter 245 Waiver.** The signatories hereto shall be subject to all ordinances of Town, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides Town with fair notice of any Developer's project. **DEVELOPER SPECIFICALLY WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

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

15. **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 if properly executed.

16. **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 any party.

17. **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.

18. **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 Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

19. **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.

20. **Indemnification.** FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE ON WHICH ALL PUBLIC IMPROVEMENTS, AS CONTEMPLATED HEREIN, INCLUDING ANY AND ALL PHASES REFERENCED HEREIN, HAVE BEEN ACCEPTED BY THE TOWN, DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL 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 ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR ANY OTHER THIRD PARTIES FOR WHOM SUCH DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT. 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 IN PROVIDING SUCH DEFENSE.

21. **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 seven (7) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

22. **Survival.** Paragraph 20, "Indemnification," shall survive the termination of this Agreement.

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

24. **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.

25. **Miscellaneous Drafting Provisions; Interpretation.** 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. Moreover, in the event of any conflict between any term or provision contained in this Agreement and any applicable Town ordinances related to non-zoning development standards for the Project, the terms or provisions of this Agreement shall apply.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date first above written.

**[Remainder of Page Intentionally Left Blank]**

**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 December, 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

**FOUNDERS CLASSICAL ACADEMY OF PROSPER**, a Texas nonprofit corporation

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

**STATE OF TEXAS**                    )  
  )  
**COUNTY OF \_\_\_\_\_**            )

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Founders Classical Academy of Prosper, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this \_\_\_\_ day of December, 2020.

\_\_\_\_\_  
Notary public in and for the State of Texas  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**(Property Legal Description)**



**EXHIBIT B**  
**(Building Elevations, Building Construction Materials and  
Architectural Standards)**

**EXHIBIT C**  
**(Field Lighting Photometric Plan)**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

STATE OF TEXAS  
COUNTY OF COLLIN

WHEREAS RESPONSIVE EDUCATION SOLUTIONS ARE THE OWNERS OF A TRACT OF LAND SITUATED IN THE LARKIN MCCARTY SURVEY, ABSTRACT NUMBER 600, COLLIN COUNTY, TEXAS AND BEING OUT OF A 22.001 ACRE TRACT CONVEYED TO THEM BY CUSTER-1ST STREET PARTNERS, LLC, RECORDED IN INSTRUMENT NUMBER 20190909001107600, OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A "CROWLEY PIPELINE" MONUMENT FOUND AT THE SOUTHEAST CORNER OF SAID RES TRACT AND THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO 310 PROSPER, L.P., RECORDED IN VOLUME 5823, PAGE 3462, SAID REAL PROPERTY RECORDS, AND BEING IN THE WEST RIGHT-OF-WAY LINE OF N. CUSTER ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE S 89° 59'27"W, WITH THE SOUTH LINE OF SAID RES TRACT, AT 98.12 FEET A CONCRETE "CROWLEY PIPELINE" MONUMENT FOUND, A TOTAL DISTANCE OF 1688.22 FEET, TO THE SOUTHWEST CORNER OF SAID RES TRACT AND THE NORTHWEST CORNER OF SAID 310 PROSPER TRACT AND BEING IN THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO HARLAN PROPERTIES, INC., RECORDED IN INSTRUMENT NUMBER 20110818000875530, SAID REAL PROPERTY RECORDS, FROM WHICH A 3/8 INCH IRON ROD FOUND BEARS N 62° 41'03"W, 2.50 FEET;

THENCE N 00° 07'56"E, WITH SAID EAST LINE AND THE WEST LINE OF SAID RES TRACT, AT 565.51 FEET A 5/8 INCH IRON ROD FOUND, A TOTAL DISTANCE OF 587.77 FEET, TO A PK NAIL, WITH SHINER STAMPED "PELTON", SET AT THE NORTHWEST CORNER OF SAID RES TRACT AND THE NORTHEAST CORNER OF SAID HARLAN PROPERTIES TRACT, BEING IN THE APPROXIMATE CENTERLINE OF EAST 1<sup>ST</sup> STREET (A VARIABLE WIDTH RIGHT-OF-WAY) AND IN THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO THE TOWN OF PROSPER, RECORDED IN INSTRUMENT NUMBER 20070514000648440, SAID REAL PROPERTY RECORDS;

THENCE N 89° 59'17"E, 1342.12 FEET, WITH THE NORTH LINE OF SAID RES TRACT, TO A PK NAIL, WITH SHINER STAMPED "PELTON", SET AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID RES TRACT AND THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO THE STATE OF TEXAS, RECORDED IN INSTRUMENT NUMBER 20180305000268220, SAID REAL PROPERTY RECORDS, AND BEING IN SAID EAST 1ST STREET AND IN THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO THE TOWN OF PROSPER, RECORDED IN INSTRUMENT NUMBER 20070514000648450, SAID REAL PROPERTY RECORDS:

THENCE WITH THE SOUTH AND WEST LINES OF SAID STATE OF TEXAS TRACT THE FOLLOWING COURSES AND DISTANCES:

S 00°00'43"E, 33.82 FEET, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "TX DOT", FOUND;

S 45° 13'55"E, 56.57 FEET, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "TX DOT", FOUND;  
S 86° 25'04"E, 150.33 FEET, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "TX DOT", FOUND;  
N 89° 46'05"E, 74.46 FEET, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "TX DOT", FOUND;  
S 45° 19'19"E, 77.90 FEET, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "TX DOT", FOUND  
AT THE MOST EASTERLY NORTHEAST CORNER OF SAID RES TRACT:

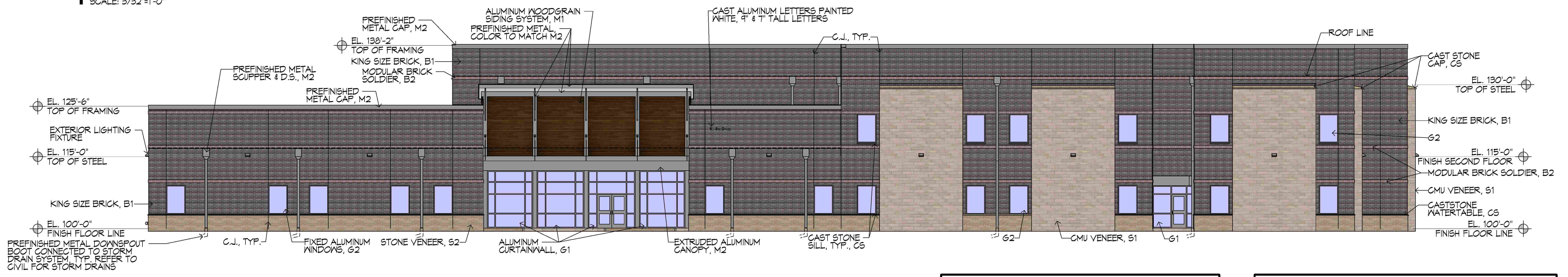
S 00° 24'43"E, 129.17 FEET, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "TX DOT", FOUND;  
S 30° 24'43"E, 41.29 FEET, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "TX DOT", FOUND  
AT THE SOUTHEAST CORNER OF SAID STATE OF TEXAS TRACT AND BEING IN THE EAST LINE OF SAID  
RES TRACT AND THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF N. CUSTER ROAD;

THENCE S 00° 34'21"E, AT 212.96 FEET A "CROWLEY PIPELINE" MONUMENT FOUND, AT 264.83 FEET A  
"CROWLEY PIPELINE" MONUMENT FOUND, AND A TOTAL DISTANCE OF 285.49 FEET, SAID WEST RIGHT-  
OF-WAY LINE AND SAID EAST LINE, TO THE POINT OF BEGINNING AND CONTAINING 958,347 SQUARE  
FEET OR 22.001 ACRES OF LAND MORE OR LESS.

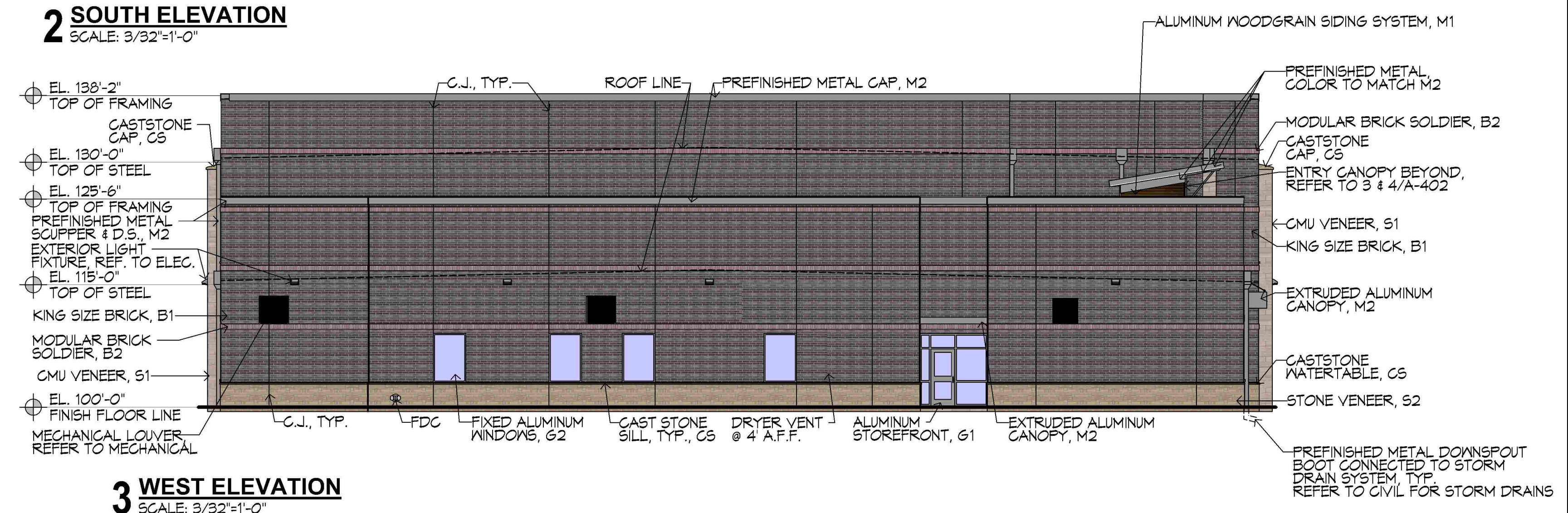
06/11/2020



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



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



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



**4 EAST ELEVATION**  
 SCALE: 3/32"=1'-0"

MATERIAL SQUARE FEET	
<b>NORTH ELEVATION:</b> 9315 sq.ft.	
GLAZING	602.56 sq.ft.
NET SURFACE AREA:	8706.00 sq.ft.
WESTCHESTER BRICK	48% 4126.52 sq.ft.
ROXBURY BRICK	5% 436.54 sq.ft.
HONED SMOOTH STONE	35% 3073.30 sq.ft.
ROUGH BACK STONE	5% 450.02 sq.ft.
CAST STONE	1% 120.8 sq.ft.
MISC. PREFINISHED METAL	6% 454.53 sq.ft.
<b>SOUTH ELEVATION:</b> 9315 sq.ft.	
GLAZING	808.01 sq.ft.
NET SURFACE AREA:	8803.25 sq.ft.
WESTCHESTER BRICK	52% 4515.23 sq.ft.
ROXBURY BRICK	4% 450.35 sq.ft.
HONED SMOOTH STONE	18% 1609.11 sq.ft.
ROUGH BACK STONE	5% 429.40 sq.ft.
CAST STONE	1% 81.00 sq.ft.
LONG BOARD PANELS	5% 479.03 sq.ft.
MISC. PREFINISHED METAL	15% 1219.25 sq.ft.
<b>WEST ELEVATION:</b> 4980 sq.ft.	
GLAZING	140.32 sq.ft.
NET SURFACE AREA:	4839.68 sq.ft.
WESTCHESTER BRICK	79% 3691.01 sq.ft.
ROXBURY BRICK	5% 336.21 sq.ft.
HONED SMOOTH STONE	2% 84.26 sq.ft.
ROUGH BACK STONE	7% 330.99 sq.ft.
CAST STONE	1% 31.17 sq.ft.
LONG BOARD PANELS	1% 8.1 sq.ft.
MISC. PREFINISHED METAL	5% 333.98 sq.ft.
<b>EAST ELEVATION:</b> 4980 sq.ft.	
GLAZING	136.54 sq.ft.
NET SURFACE AREA:	4843.46 sq.ft.
WESTCHESYER BRICK	45% 2138.57 sq.ft.
ROXBURY BRICK	4% 200.32 sq.ft.
HONED SMOOTH STONE	44% 2113.21 sq.ft.
ROUGH BACK STONE	3% 137.66 sq.ft.
CAST STONE	1% 62.38 sq.ft.
MISC. PREFINISHED METAL	3% 172.33 sq.ft.

MATERIALS SCHEDULE	
	B1: KING SIZE BRICK, WESTCHESTER, ACME, RUNNING BOND
	B2: MODULAR BRICK, ROXBURY, ACME, SOLDIER COURSE
	S1: CUSTOM CONCRETE MASONRY UNITS NOMINAL, POLISHED SERIES 100P WHITE LIMESTONE, BEST BLOCK, RUNNING BOND
	S2: NATURAL TEXAS LIMESTONE STONE, ROUGH BACK, ACME, RUNNING BOND
	CS: CAST STONE, NATURAL LIMESTONE, DRY TAMP, LIGHT GRANULAR TEXTURE, ADVANCED CAST STONE
	G1: EXTERIOR ALUMINUM STOREFRONT/CURTAINWALL, CLEAR-ANODIZED, 1" GREY TINTED INSULATING GLASS
	G2: ALUMINUM FIXED WINDOWS, SILVER POWDER COATED, 3/4" GREY TINTED LOE INSULATING GLASS W/ ARGON GAS
	M1: ALUMINUM WOODGRAIN SIDING SYSTEM, DARK CHERRY, LIGHT CHERRY, WESTERN CEDAR (30/40/30 BLEND)
	M2: 24 GAUGE STEEL, SILVER METALIC
	M3: PREFINISHED METAL, MIDNIGHT BRONZE

**FACADE PLAN NOTES**

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
- WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
- ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

**EXHIBIT B**

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**Responsive Education Solutions**  
 Founders Classical Academy of Prosper  
 E. 1st St & N. Custer Rd  
 Prosper, TX

JOB NO. A1902-09  
 DATE: 06/11/2020  
 ELEMENTARY  
 SHEET NO.  
**A-406**

**WRIGHT GROUP**  
 ARCHITECTS - PLANNERS, PLLC  
 1430 S BROADWAY STREET  
 CARROLLTON, TEXAS  
 7 5 0 0 6  
 (972) 242 - 1015

06/11/2020



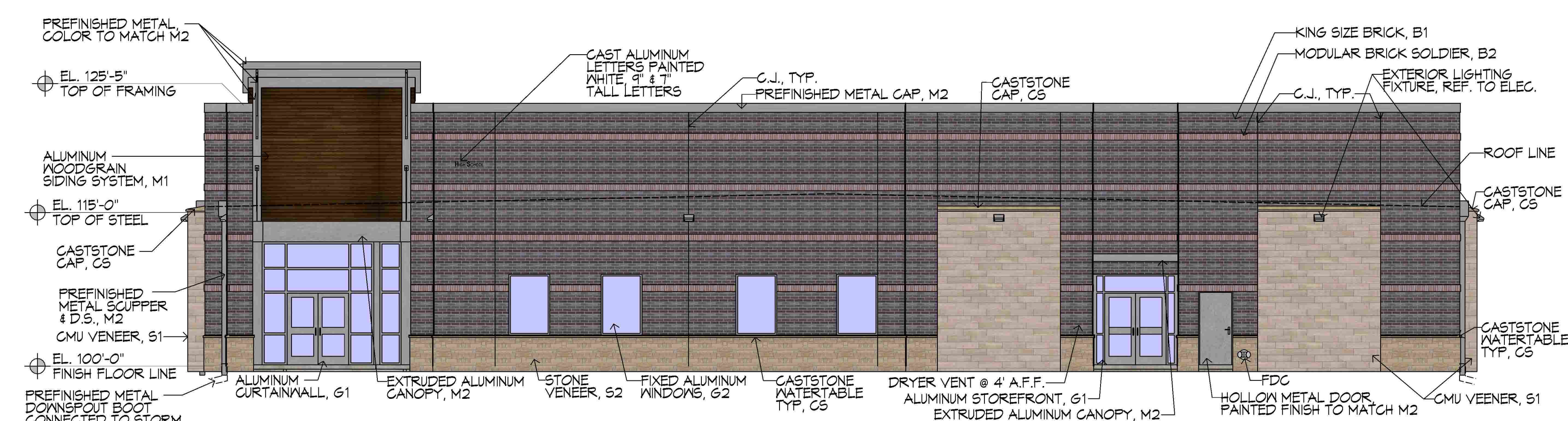
**1 NORTH ELEVATION**

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



**2 SOUTH ELEVATION**

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



**3 WEST ELEVATION**

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



**4 EAST ELEVATION**

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

MATERIAL SQUARE FEET	
<b>NORTH ELEVATION:</b>	4911 sq.ft.
GLAZING	488.54 sq.ft.
<b>NET SURFACE AREA:</b>	4417.81 sq.ft.
WESTCHESTER BRICK	58%
ROXBURY BRICK	9%
HONED SMOOTH STONE	17%
ROUGH BACK STONE	7%
CAST STONE	1%
LONG BOARD PANELS	1%
MISC. PREFINISHED METAL	7%
<b>SOUTH ELEVATION:</b>	4911 sq.ft.
GLAZING	245.67 sq.ft.
<b>NET SURFACE AREA:</b>	4665.33 sq.ft.
WESTCHESTER BRICK	56%
ROXBURY BRICK	8%
HONED SMOOTH STONE	20%
ROUGH BACK STONE	8%
CAST STONE	1%
LONG BOARD PANELS	1%
MISC. PREFINISHED METAL	6%
<b>WEST ELEVATION:</b>	3265 sq.ft.
GLAZING	234.33 sq.ft.
<b>NET SURFACE AREA:</b>	3024.43 sq.ft.
WESTCHESTER BRICK	53%
ROXBURY BRICK	8%
HONED SMOOTH STONE	13%
ROUGH BACK STONE	7%
CAST STONE	1%
LONG BOARD PANELS	6%
MISC. PREFINISHED METAL	12%
<b>EAST ELEVATION:</b>	3265 sq.ft.
GLAZING	152.44 sq.ft.
<b>NET SURFACE AREA:</b>	3110.66 sq.ft.
WESTCHESTER BRICK	54%
ROXBURY BRICK	8%
HONED SMOOTH STONE	23%
ROUGH BACK STONE	6%
CAST STONE	1%
MISC. PREFINISHED METAL	8%

MATERIALS SCHEDULE	
B1: KING SIZE BRICK, WESTCHESTER, ACME, RUNNING BOND	
B2: MODULAR BRICK, ROXBURY, ACME, SOLDIER COURSE	
S1: CUSTOM CONCRETE MASONRY UNITS NOMINAL POLISHED SERIES TOOP WHITE LIMESTONE, BEST BLOCK, RUNNING BOND	
S2: NATURAL TEXAS LIMESTONE STONE, ROUGH BACK, ACME, RUNNING BOND	
C5: CAST STONE, NATURAL LIMESTONE DRY TAMP, LIGHT GRANULAR TEXTURE, ADVANCED CAST STONE	
G1: EXTERIOR ALUMINUM STOREFRONT/CURTAINWALL, CLEAR-ANODIZED, 1" GREY TINTED INSULATING GLASS	
G2: ALUMINUM FIXED WINDOWS, SILVER POWDER COATED, 3/4" GREY TINTED LOE INSULATING GLASS W/ ARGON GAS	
M1: ALUMINUM WOODGRAIN SIDING SYSTEM, DARK CHERRY, LIGHT CHERRY, WESTERN CEDAR (30/40/30 BLEND)	
M2: 24 GAUGE STEEL, SILVER METALIC	
M3: PREFINISHED METAL, MIDNIGHT BRONZE	

**FACADE PLAN NOTES**

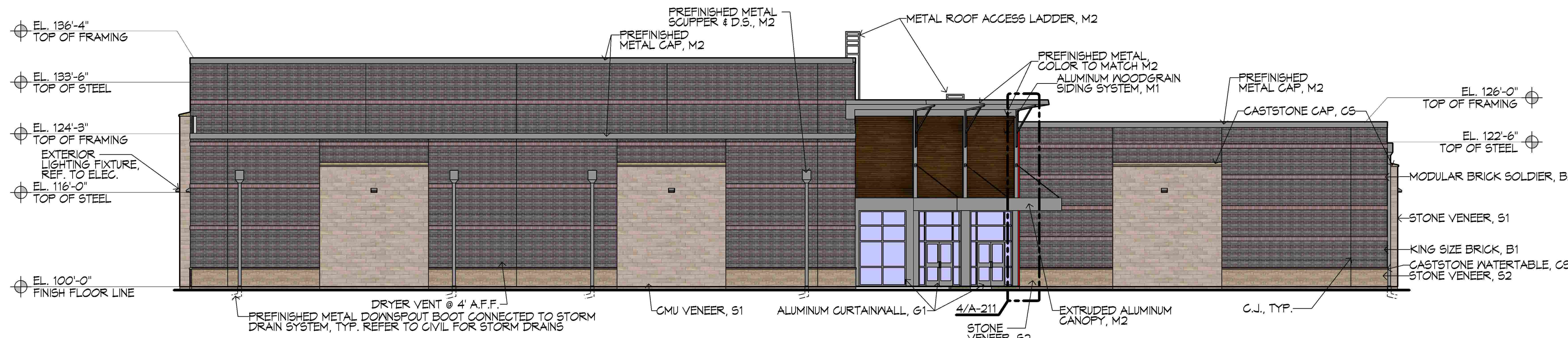
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**Responsive Education Solutions**  
 Founders Classical Academy of Prosper  
 E. 1st St & N. Custer Rd  
 Prosper, TX

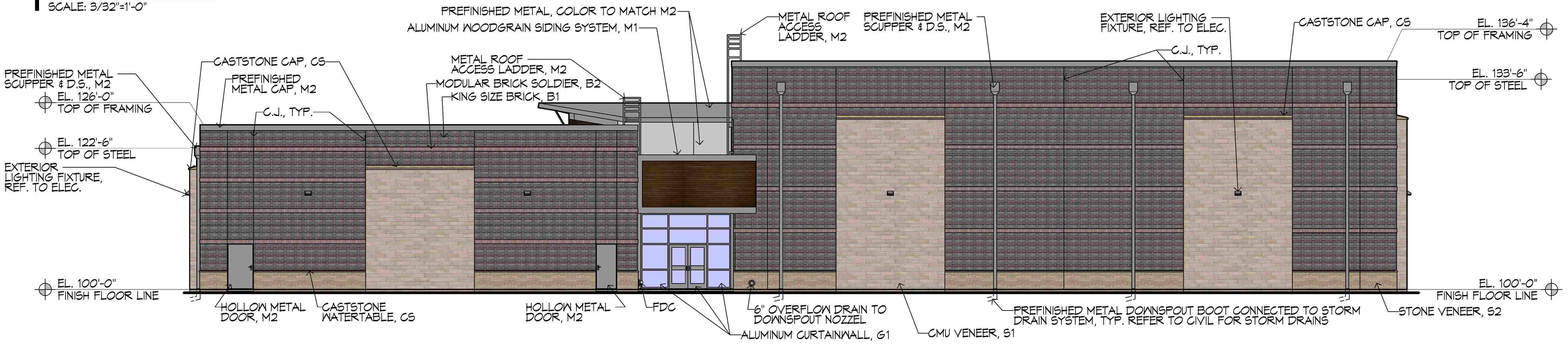


CASE NO. D20-0045

JOB NO. A1902-09  
 DATE: 06/11/2020  
 HIGH SCHOOL  
 SHEET NO.  
**A-406**



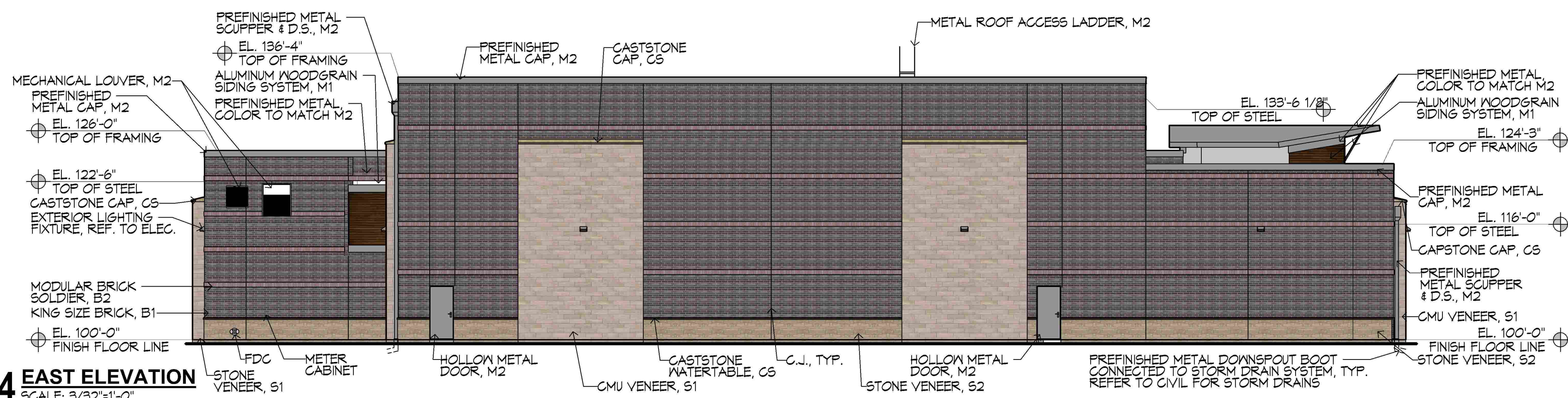
**1 SOUTH ELEVATION**  
SCALE: 3/32"=1'-0"



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



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



**4 EAST ELEVATION**  
SCALE: 3/32"=1'-0"

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**MATERIALS SCHEDULE**

- B1: KING SIZE BRICK, WESTCHESTER, ACME, RUNNING BOND
- B2: MODULAR BRICK, ROXBURY, ACME, SOLDIER COURSE
- S1: CUSTOM CONCRETE MASONRY UNITS NOMINAL, POLISHED SERIES TOOP WHITE LIMESTONE, BEST BLOCK, RUNNING BOND
- S2: NATURAL TEXAS LIMESTONE STONE, ROUGH BACK, ACME, RUNNING BOND
- CS: CAST STONE, NATURAL LIMESTONE, DRY TAMP, LIGHT GRANULAR TEXTURE, ADVANCED CAST STONE
- G1: EXTERIOR ALUMINUM STOREFRONT/CURTAINWALL, CLEAR-ANODIZED, 1" GREY TINTED INSULATING GLASS
- G2: ALUMINUM FIXED WINDOWS, SILVER POWDER COATED 3/4" GREY TINTED LOE INSULATING GLASS W/ ARGON GAS
- M1: ALUMINUM WOODGRAIN SIDING SYSTEM, DARK CHERRY, LIGHT CHERRY, WESTERN CEDAR (30/40/30 BLEND)
- M2: 24 GAUGE STEEL, SILVER METALIC
- M3: PREFINISHED METAL, MIDNIGHT BRONZE

**MATERIAL SQUARE FEET**

SOUTH ELEVATION:		6252 sq.ft.
GLAZING	136.43 sq.ft.	
NET SURFACE AREA:	6111.95 sq.ft.	
WESTCHESTER BRICK	55%	3340.98 sq.ft.
ROXBURY BRICK	6%	353.15 sq.ft.
HONED SMOOTH STONE	21%	1337.48 sq.ft.
ROUGH BACK STONE	5%	317.18 sq.ft.
CAST STONE	1%	64.26 sq.ft.
LONG BOARD PANELS	3%	194.86 sq.ft.
MISC. PREFINISHED METAL	9%	544.8 sq.ft.
NORTH ELEVATION:		6252 sq.ft.
GLAZING	182.87 sq.ft.	
NET SURFACE AREA:	6069.75 sq.ft.	
WESTCHESTER BRICK	56%	3373.61 sq.ft.
ROXBURY BRICK	6%	349.53 sq.ft.
HONED SMOOTH STONE	17%	0.0 sq.ft.
ROUGH BACK STONE	5%	309.82 sq.ft.
CAST STONE	1%	63.75 sq.ft.
LONG BOARD PANELS	5%	309.75 sq.ft.
MISC. PREFINISHED METAL	10%	599.98 sq.ft.
EAST ELEVATION:		5521 sq.ft.
GLAZING	0 sq.ft.	
NET SURFACE AREA:	5521 sq.ft.	
WESTCHESTER BRICK	61%	3315.75 sq.ft.
ROXBURY BRICK	6%	332.23 sq.ft.
HONED SMOOTH STONE	19%	1022.67 sq.ft.
ROUGH BACK STONE	6%	339.80 sq.ft.
CAST STONE	1%	55.54 sq.ft.
LONG BOARD PANELS	1%	37.69 sq.ft.
MISC. PREFINISHED METAL	6%	369.9 sq.ft.
WEST ELEVATION:		5521 sq.ft.
GLAZING	222.90 sq.ft.	
NET SURFACE AREA:	5298.19 sq.ft.	
WESTCHESTER BRICK	52%	2755.87 sq.ft.
ROXBURY BRICK	6%	321.38 sq.ft.
HONED SMOOTH STONE	19%	1029.9 sq.ft.
ROUGH BACK STONE	4%	238.28 sq.ft.
CAST STONE	1%	58.76 sq.ft.
LONG BOARD PANELS	5%	254.40 sq.ft.
MISC. PREFINISHED METAL	13%	584.42 sq.ft.

**WRIGHT GROUP**  
ARCHITECTS - PLANNERS, PLLC  
1430 S BROADWAY STREET  
CARROLLTON, TEXAS  
7 5 0 0 6  
(972) 242 - 1015

06/11/2020

**Responsive Education Solutions**  
Founders Classical Academy of Prosper  
E: 1st St & N. Custer Road  
Prosper, TX

TOWN OF PROSPER  
Staff Approved  
22 JUNE 2020

CASE NO. D20-0045

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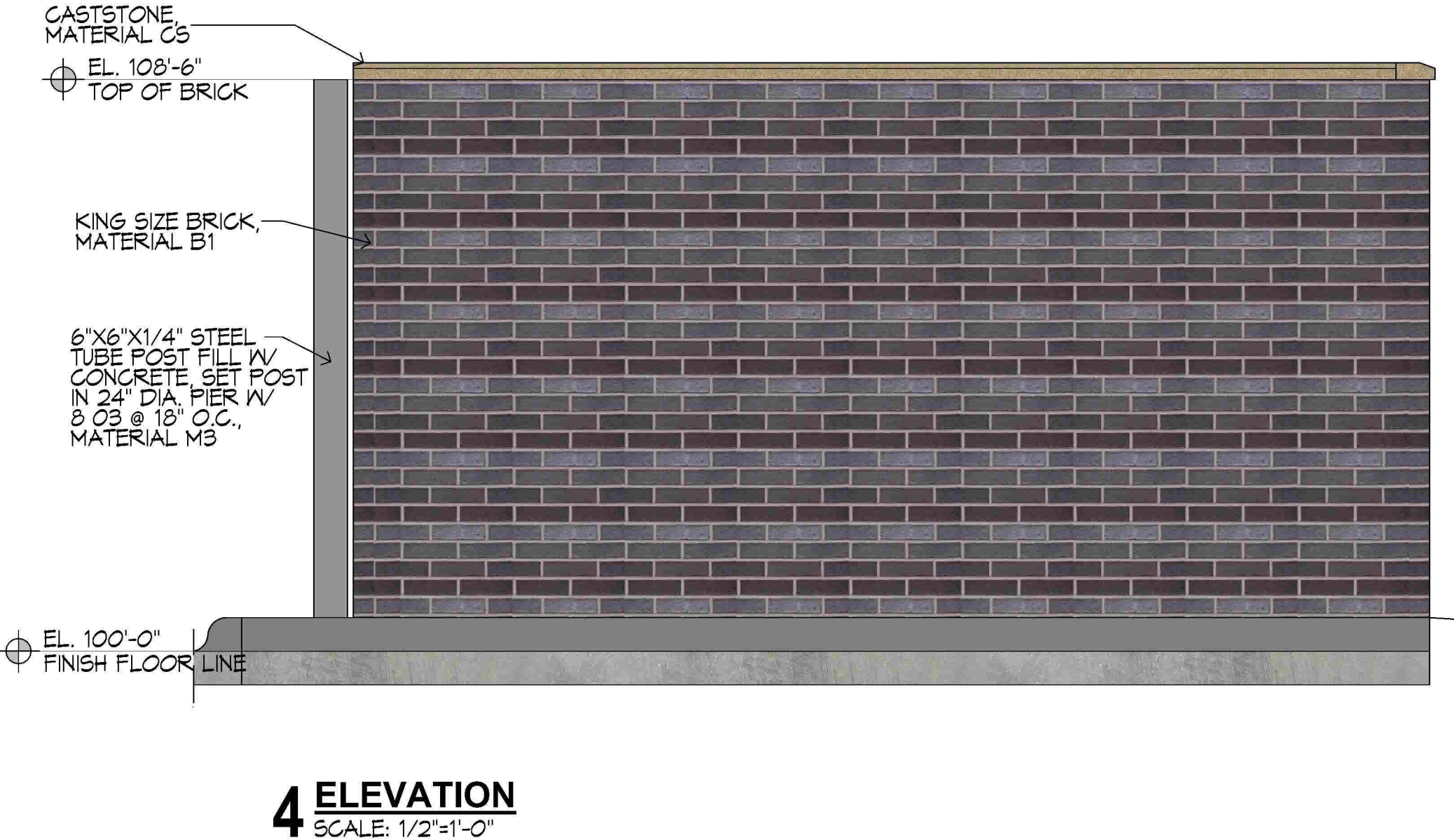
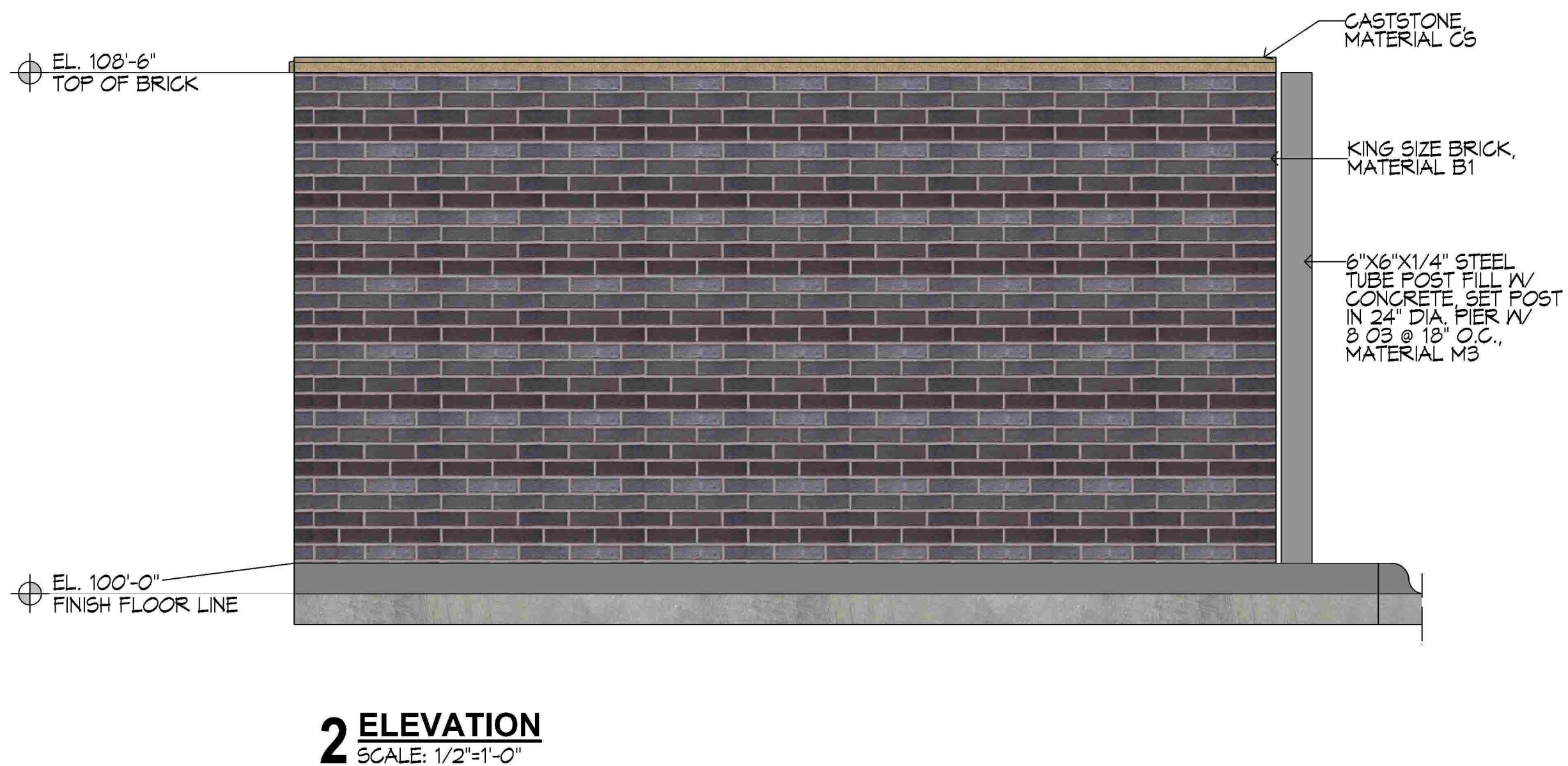
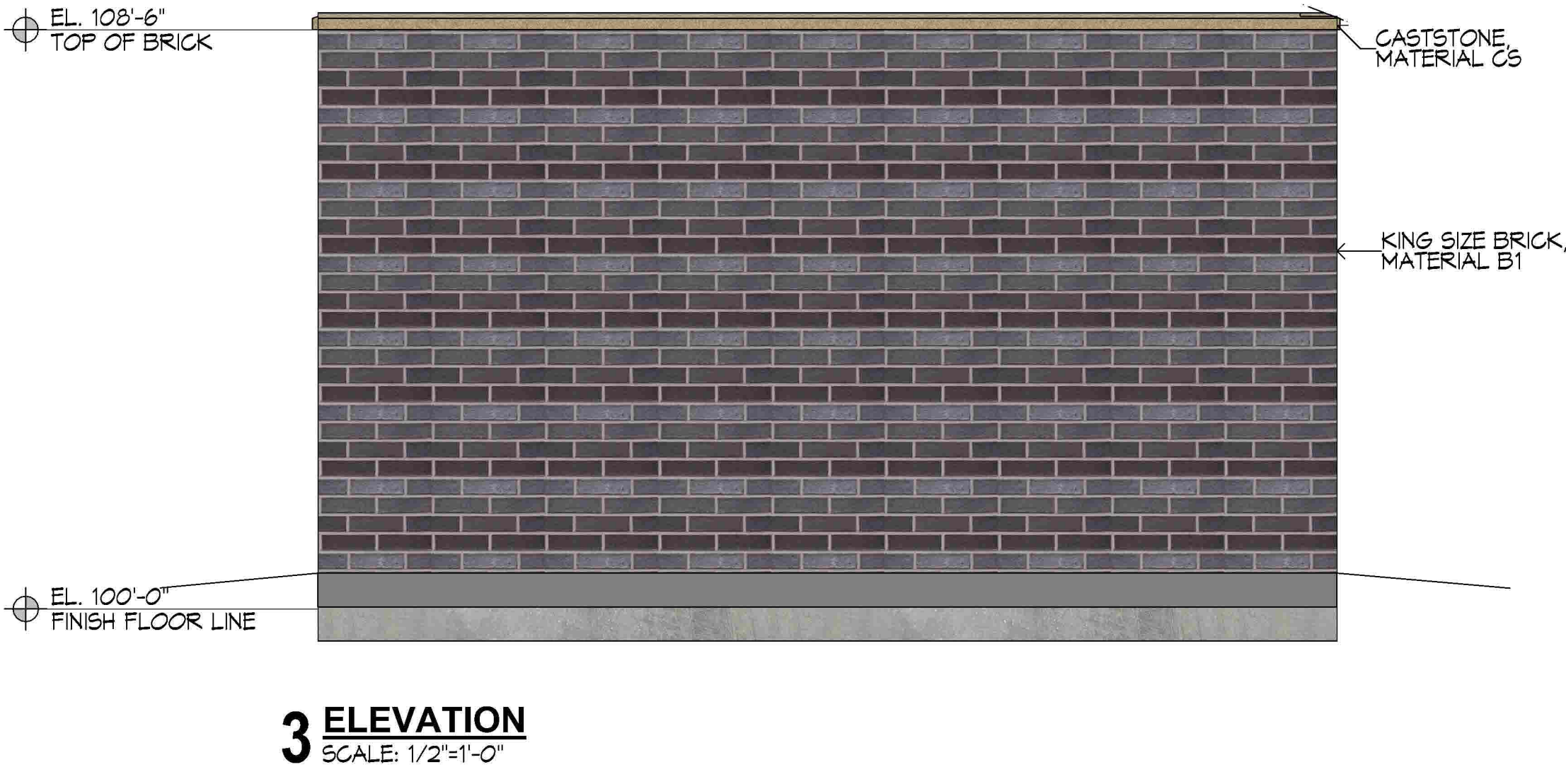
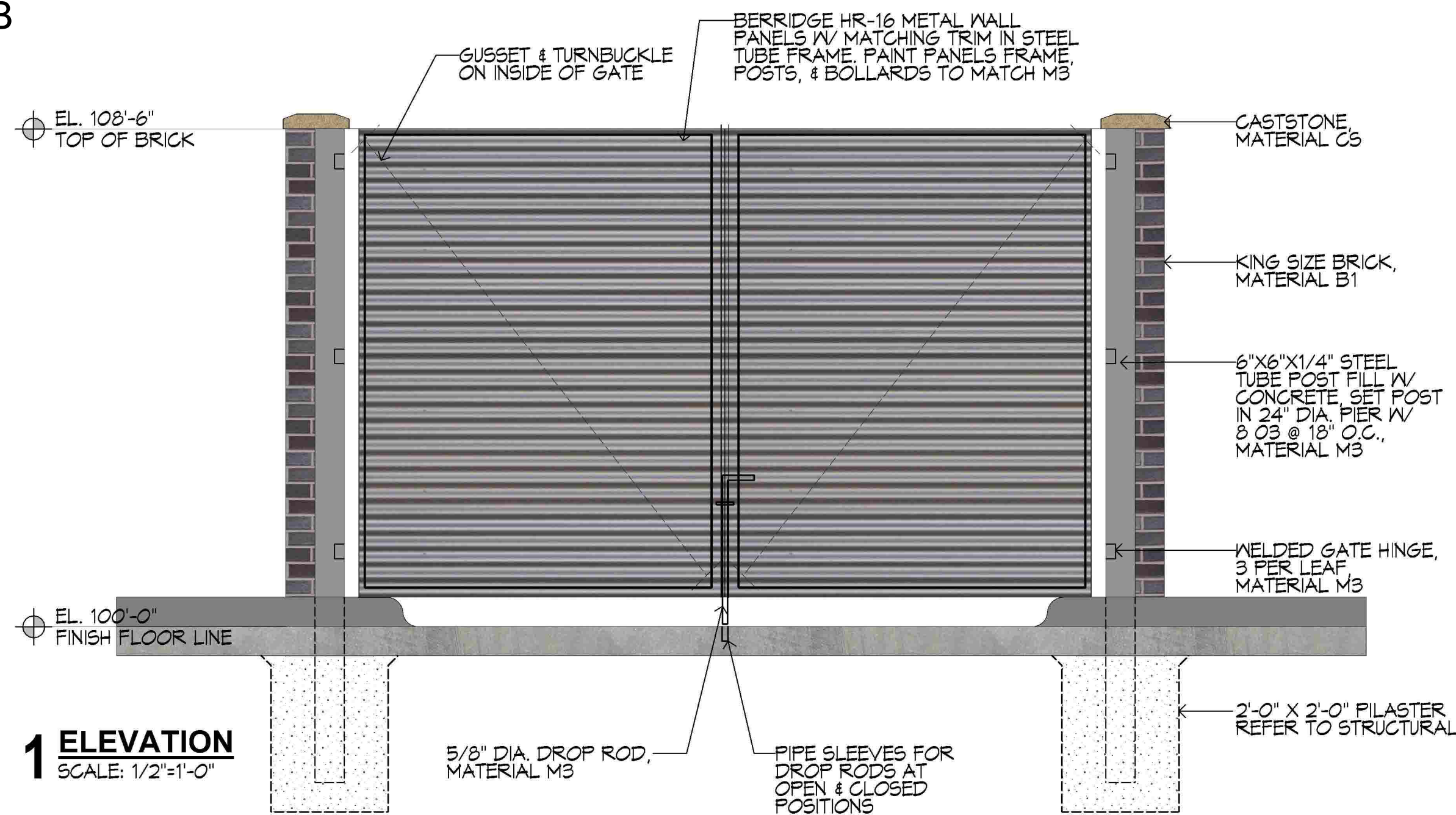
PRINT DATE 6/22/2020

EXHIBIT B

**WRIGHT GROUP**  
 ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET  
 CARROLLTON, TEXAS  
 7 5 0 0 6  
 (972) 242 - 1015

06/11/2020

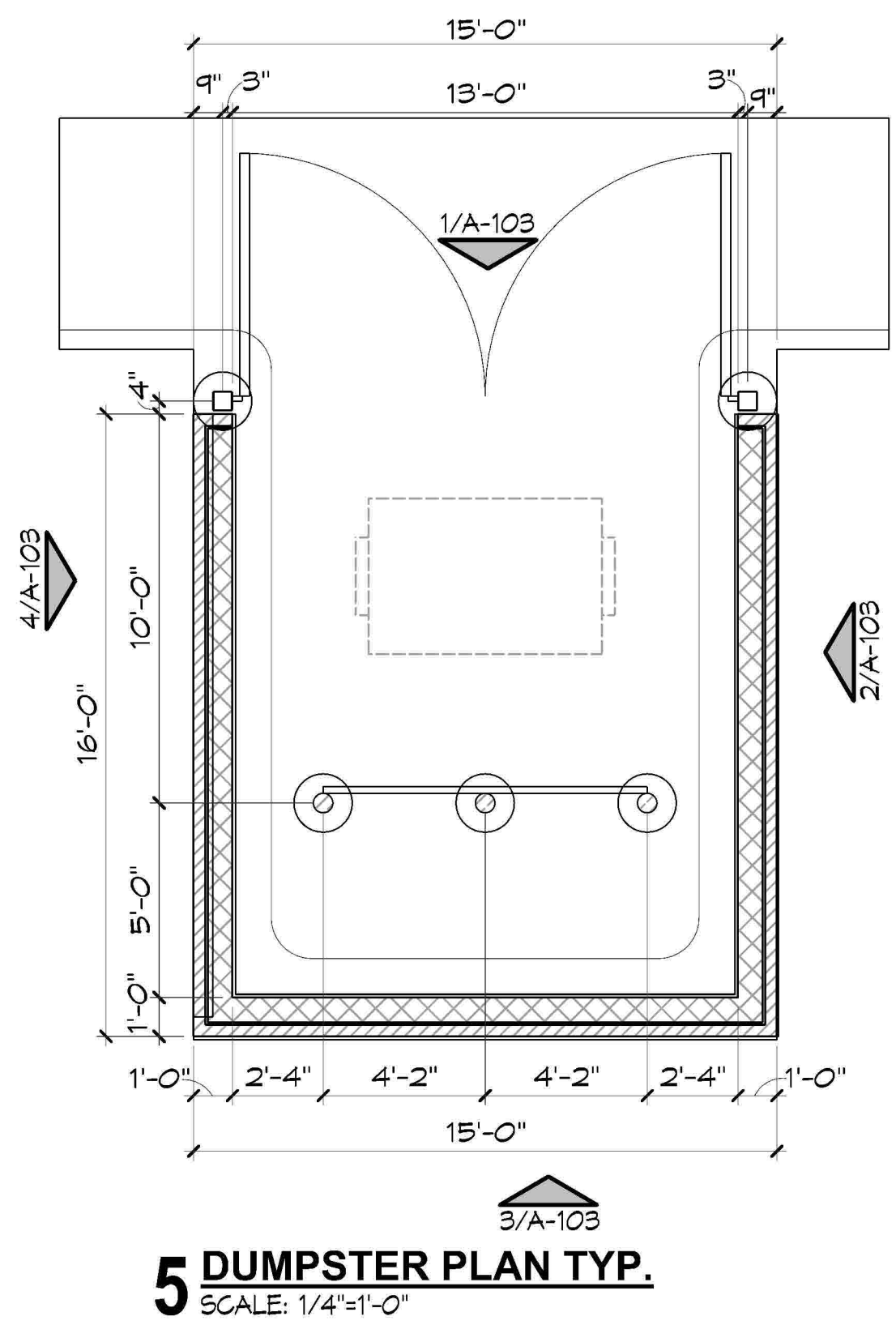


**FACADE PLAN NOTES**

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**MATERIALS SCHEDULE**

B1: KING SIZE BRICK, WESTCHESTER, ACME, RUNNING BOND
B2: MODULAR BRICK, ROBURY, ACME, SOLDIER COURSE
S1: CUSTOM CONCRETE MASONRY UNITS NOMINAL, POLISHED SERIES TOOP WHITE LIMESTONE, BEST BLOCK, RUNNING BOND
S2: NATURAL TEXAS LIMESTONE STONE, ROUGH BACK, ACME, RUNNING BOND
C5: CAST STONE, NATURAL LIMESTONE, DRY TAMP, LIGHT GRANULAR TEXTURE, ADVANCED CAST STONE
G1: EXTERIOR ALUMINUM STOREFRONT/CURTAINWALL, CLEAR-ANODIZED, 1" GREY TINTED INSULATING GLASS
G2: ALUMINUM FIXED WINDOWS, SILVER POWDER COATED, 3/4" GREY TINTED LGE INSULATING GLASS W/ ARGON GAS
M1: ALUMINUM WOODGRAIN SIDING SYSTEM, DARK CHERRY, LIGHT CHERRY, WESTERN CEDAR (30/40/30 BLEND)
M2: 24 GAUGE STEEL, SILVER METALIC
M3: PREFINISHED METAL, MIDNIGHT BRONZE



**Responsive Education Solutions**  
 Founders Classical Academy of Prosper  
 E. 1st St & N. Custer Rd  
 Prosper, TX

TOWN OF PROSPER  
 Staff Approved  
 22 JUNE 2020

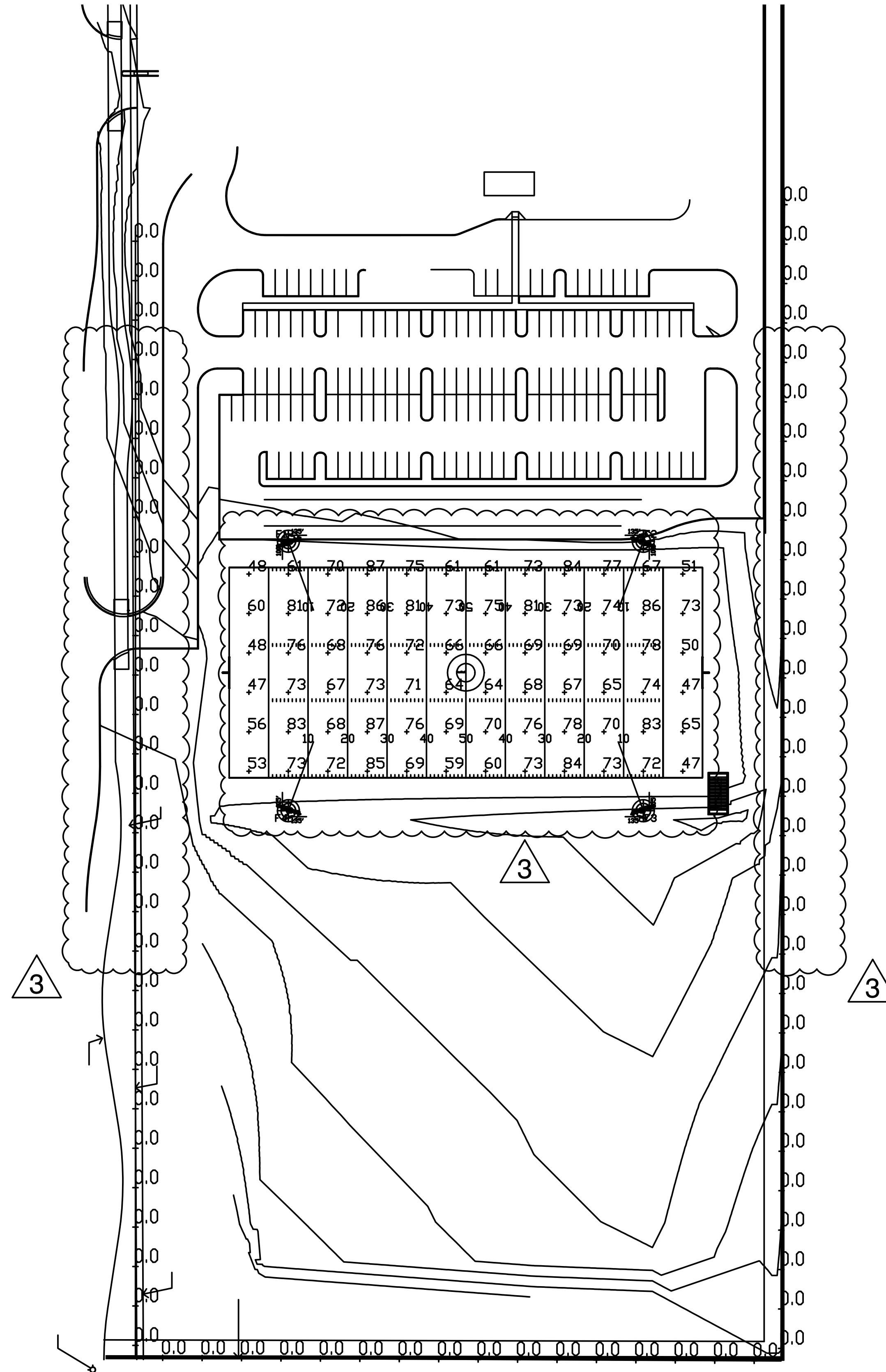
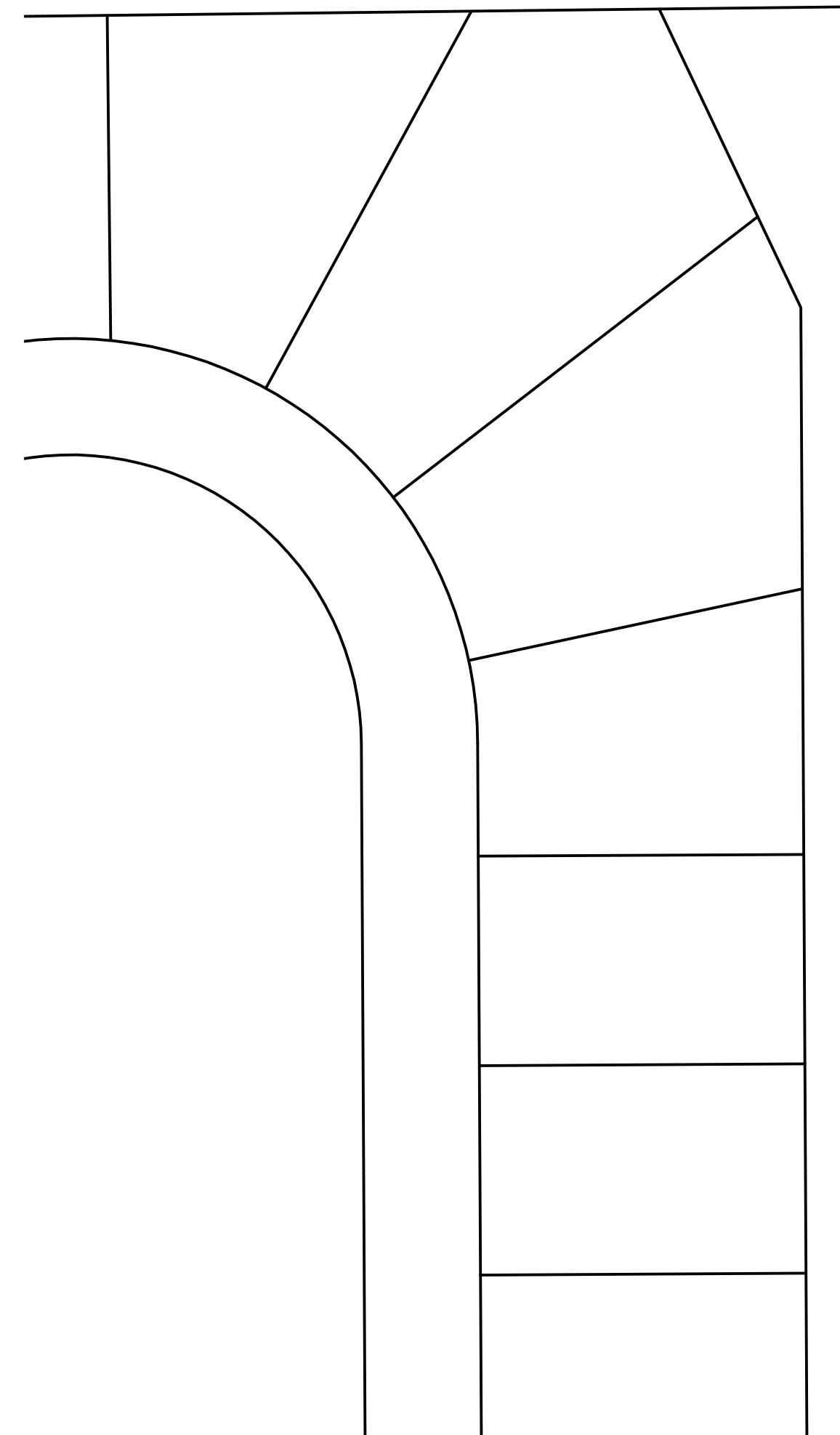
CASE NO. D20-0045

JOB NO. A1902-09  
DATE: 06/11/2020

ELEMENTARY  
 SHEET NO.  
**A-106**



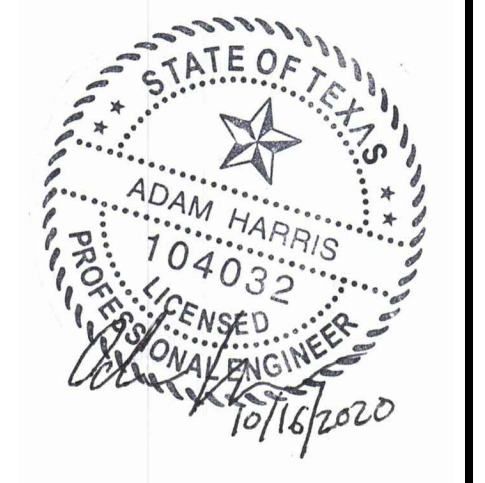
# EXHIBIT C



1 FIELD LIGHTING  
PHOTOMETRIC SITE PLAN  
SCALE: 1" = 60' - 0"

**RES** Root Engineering Services  
Mechanical, Electrical & Plumbing Systems Consultant

4215 GROVE AVE. GURNEE, IL 60031  
PHONE: 815-249-0396 FAX: 815-775-1603  
1300 W. 15TH ST. AUSTIN, TX 78704  
PHONE: 512-450-0303 FAX: 512-774-1503  
TEXAS PROFESSIONAL ENGINEERING DESIGN FIRM #12018



ARCHITECT  
**WRIGHT GROUP**  
1430 S BROADWAY STREET  
CARROLLTON, TEXAS  
970-242-1015

PROJECT  
**FCA OF PROSPER**  
RESPONSE EDUCATION SOLUTIONS  
E. 1ST ST & N. CUSTER ROAD  
PROSPER, TX

Rev. No.	Description	Date
1	FOR PERMIT REVISION	06/23/2020
2	FIELD LIGHTING PHOTOMETRIC	09/28/2020
3	FIELD LIGHTING PHOTOMETRIC REV	10/16/2020

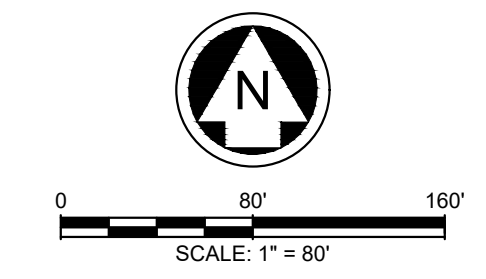
The Professional seal affixed to this sheet indicates that the named professional has prepared or directed the preparation of the material shown only on the sheet. Other drawings and documents not exhibiting this seal shall not be considered prepared by or the responsibility of the undersigned.  
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Drawing Title  
**FIELD LIGHTING  
PHOTOMETRIC SITE PLAN**

Drawing No.  
**PM2.0**

Scale	
Dwg By	RE.ET.MR
Check By	AH
Consult Job No.	TX19205

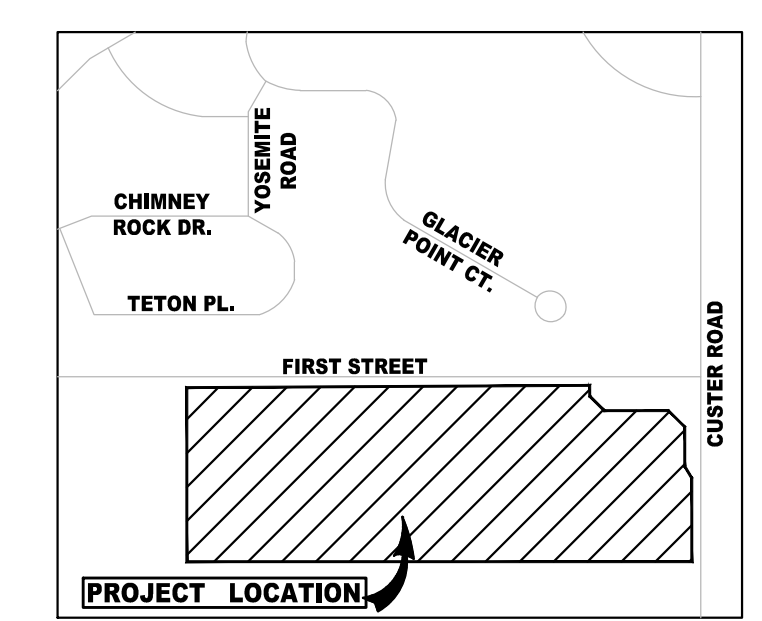
PARKING CALCULATION SUMMARY					
	PARKING RATIO	TOTAL STUDENTS	TOTAL CLASSROOMS	REQUIRED SPACES	PROPOSED SPACES
ELEMENTARY SCHOOL (K-8)	1.5 PER CLASSROOM	728	28	42	42
HIGH SCHOOL (9-12)	1.5 PER CLASSROOM + 1 PER 5 STUDENTS	324	12	83	155
<b>TOTAL</b>				<b>125</b>	<b>196</b>
ADA PARKING	PER TAS			6	



**LEGEND**

- PROPOSED FIRELANE
- ACCESSIBLE CROSSWALK
- PROP. ACCESSIBLE ROUTE
- PROP. RETAIN/SCREEN WALL
- PARKING COUNT
- TEMPORARY ASPHALT

- NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF WALL, FACE OF BUILDING, CENTER OF STRIPING, AND PROPERTY LINE UNLESS OTHERWISE NOTED.
  - ALL SIGNAGE IS APPROVED VIA A SEPARATE PERMIT THROUGH THE BUILDING SAFETY DIVISION.
  - ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC SHALL BE SCREENED IN COMPLIANCE WITH THE ZONING ORDINANCE.
  - ALL LIGHTING SHALL COMPLY WITH THE ZONING ORDINANCE.
  - ANY ALTERATION TO THE SITE PLAN, INCLUDING BUILDING ELEVATION AND LANDSCAPE SUBSTITUTIONS, REQUIRE TOWN APPROVAL THROUGH A REVISED PLAN, STAMPED BY STAFF.
  - ALL PROPOSED RAMPS TO FOLLOW THE ARCHITECTURAL BARRIERS TEXAS ACCESSIBILITY STANDARDS (TAS).
  - ACQUISITION OF DOWNSTREAM EASEMENT IS PENDING. IF EASEMENT CANNOT BE OBTAINED, OUTFALL WILL MIMIC EXISTING CONDITIONS.



**BENCHMARKS**

BM #1 - PK NAIL SET IN ASPHALT ON THE NORTH SIDE OF E. FIRST STREET +/- 15' NORTH OF THE CENTERLINE AND +/- 107 FEET WEST OF THE INTERSECTION OF E. FIRST STREET AND N CUSTER ROAD.  
ELEVATION = 662.43'

BM #2 - PK NAIL SET IN ASPHALT ON THE SOUTH SIDE OF E. FIRST STREET +/- 15' SOUTH OF THE CENTERLINE AND +/- 1.840 FEET WEST OF THE INTERSECTION OF E. FIRST STREET AND N CUSTER ROAD.  
ELEVATION = 696.46'

**PRELIMINARY -FOR REVIEW ONLY-**

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

KYLE A. KATTNER 118741 05/28/2020  
TYPE OR PRINT NAME PE # DATE

NO.	DATE	REVISION

**CASE NUMBER  
D20-0045**

**SURVEYOR / ENGINEER**  
**PELTON**  
LAND SOLUTIONS  
KYLE KATTNER  
9800 HILLWOOD PARKWAY  
SUITE 250  
FORT WORTH, TX 76177  
PHONE: 817-562-3350

**DEVELOPER / OWNER**  
T. LYNN TOMPKINS, JR.  
RESPONSIVE EDUCATION SOLUTIONS  
1301 WATERS RIDGE DR,  
LEWISVILLE, TX 75057  
PHONE: 972-316-3663

**FOUNDERS ACADEMY OF PROSPER  
LOT 1, BLOCK A**

**OVERALL SITE PLAN**

**PROSPER, COLLIN COUNTY, TEXAS**

**PELTON**  
LAND SOLUTIONS  
TEXAS REGISTRATION ENGINEERING FIRM NO. 12027  
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177  
FORT WORTH PHONE: (817) 562-3350

DRAWN:	DATE:	PROJECT #:	SHEET:
JFS	APRIL 2020	PLS_RES19003 PROSPER, TX	<b>C201</b>
DESIGNED: KAK			
REVIEWER: KAK			



**JUNE 2, 2020**

WATER / SANITARY SEWER CONNECTIONS SUMMARY	
WATER	
3" DOMESTIC	3
2" IRRIGATION	1
SANITARY SEWER	
6" CONNECTION	1

**SITE PLAN NOTES:**

- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
- ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
- BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
- TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
- SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE PRELIMINARY SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
- SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
- APPROVAL OF SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT.
- SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
- ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
- ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.

SITE DATA SUMMARY TABLE	
ZONING	PD-89
PROPOSED USE	PUBLIC CHARTER SCHOOL
ELEMENTARY BUILDING	
BUILDING AREA	30,541 SF
BUILDING STORIES	2
BUILDING HEIGHT	32' 4"
GYM/CAFETERIA	
BUILDING AREA	26,424 SF
BUILDING STORIES	1
BUILDING HEIGHT	32' 6"
HIGH SCHOOL	
BUILDING AREA	22,307 SF
BUILDING STORIES	1
BUILDING HEIGHT	21' 6"
SITE	
LOT AREA	868,151 SF / 19.93 AC
R.O.W. DEDICATION	90,213 SF / 2.07 AC
SITE AREA	868,151 SF
LOT COVERAGE	8.77%
FLOOR AREA RATIO	8.77%
IMPERVIOUS AREA	302,914 SF
OPEN SPACE REQUIRED	7.0% - 63,230 SF
OPEN SPACE PROVIDED	63.3% - 549,733 SF
LANDSCAPE	
INTERIOR LANDSCAPE REQUIRED	2,940 SF
INTERIOR LANDSCAPE PROVIDED	7,919 SF

## PLANNING



**To: Mayor and Town Council**

**From: Alex Glushko, AICP, Planning Manager**

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

**Re: Town Council Meeting – January 12, 2021**

---

### **Agenda Item:**

Conduct a Public Hearing and consider and act upon an ordinance for an extension of a Specific Use Permit (SUP) for a Concrete Batching Plant on 5.0± acres, located on the west side of Dallas Parkway, south of First Street. The property is zoned Planned Development-19-Commercial Corridor (PD-19-CC) and Specific Use Permit-6 (S-6). (S20-0002).

### **History:**

On December 14, 2004, the Town Council adopted an ordinance rezoning the property to Planned Development-19 (PD-19). PD-19 permitted a Concrete Batching Plant by right, with the condition that an on-site billing office is included on the property and allowed the plant to operate for five years following the adoption date of PD-19. At the end of the five-year period, a SUP was required to allow for the continued operation. In December of 2009, the Town Council granted a SUP with a two-year expiration. In December of 2011, the Town Council extended the SUP for two (2) years. In January of 2014, the Town Council extended the SUP for three (3) years. In May of 2016, the Town Council extended the SUP for two (2) years. In November of 2018, the Town Council extended the SUP for two (2) years.

In November of 2018, the Town Council adopted the current SUP (Ordinance No. 18-97) granting a SUP permitting the Concrete Batching Plant to continue in operation subject to the following conditions:

1. The SUP expires January 14, 2021, two (2) years after the adoption of the ordinance. The applicant may seek a renewal term to the SUP in order to continue the Concrete Batching Plant use.
2. An on-site billing office is required to continue the Concrete Batching Plant use. All concrete deliveries from the physical Prosper location shall be billed as taxable to the Town of Prosper.
3. The Town of Prosper reserves the right to audit books to ensure that Prosper is the primary HUB for tax revenue and upon inspections, if there are any failures to correct errors, the Town of Prosper reserves the right to revoke the SUP.

The Town has received an application for an SUP from Nelson Bros Reay Mix (NBR) requesting a final SUP extension to allow for continued use of the batch plant facility and will cease operations

on the property on or before October 1, 2024, and shall remove all operations equipment from the property within 90 days of the date it ceases operations.

This request is in keeping with the Council’s Strategic Goal of establishing a cessation date for all of the concrete batch plants.

This request is consistent with the cessation dates established in the amortization and settlement agreements which were approved by the Town Council on December 8, 2020 with the Lattimore Batch Plant and the Argos/Southern Batch Plant.

**Description of Agenda Item:**

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

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Planned Development-19-Commercial Corridor	Concrete Batching Plant	Tollway District
<b>North</b>	Agricultural	Site One Landscape Supply	Tollway District
<b>East</b>	Commercial Corridor	A-1 Grass, Sand and Stone	Tollway District
<b>South</b>	Single Family-15	Concrete Batching Plants	Tollway District
<b>West</b>	Agricultural	Site One Landscape Supply	Tollway District

The Zoning Ordinance contains four criteria to be considered in determining the validity of a SUP request. These criteria, as well as staff’s responses for each, are below:

*1. Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*

The surrounding properties are currently used as a major nursery and concrete batching plants. Children’s Health has begun construction on the first phase of their medical campus, south of this site. The proposed uses in the Tollway District are office, retail, commercial, mixed use, and high-density residential development. While the proposed use of concrete batching plant is harmonious and compatible with the surrounding existing uses, it is not harmonious and compatible with the surrounding proposed uses per existing zoning or the Future Land Use Plan.

*2. Are the activities requested by the applicant normally associated with the requested use?*

The activities requested by the applicant, as shown on Exhibit A, are normally associated with the use of a concrete batching plant.

*3. Is the nature of the use reasonable?*

The nature of the use is currently reasonable due to the surrounding existing uses and the access to Dallas Parkway. The nature of the use will not be reasonable in the near future as office, retail, commercial, mixed use, and high-density residential

development start to develop along Dallas Parkway.

4. *Has any impact on the surrounding area been mitigated?*

Concrete batching plants typically produce noise, dust, with large amounts of material stored outside. The impact on the surrounding area has not been mitigated.

Future Land Use Plan – The Future Land Use Plan recommends Tollway District for the property, which will consist of the most intense land uses within Prosper, including a diverse mixture of office, retail and residential. While the proposed concrete batching plant use is not harmonious and compatible with the future vision of the Comprehensive Plan and the Tollway District, the proposed use is currently harmonious and compatible with the existing surrounding uses expected for the near future. Although the request is not in conformance with the Future Land Use Plan, staff believes the request for a final extension of the SUP is reasonable and is in keeping with the recent approval of amortization and settlement agreements for other batching plants in the vicinity.

**Legal Obligations and Review:**

Notification was provided to neighboring property owners as required by State law. Town staff has not received any Public Hearing Notice Reply Forms. Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

**Attached Documents:**

1. Aerial and Zoning Maps
2. Ordinance
3. Exhibits A
4. Current S-6 Ordinance

**Planning & Zoning Commission Recommendation:**

At their December 15, 2020 meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 6-0, subject to the following:

1. Nelson Bros Ready Mix (NBR) shall cease operations on the property on or before October 1, 2024 and shall remove all operations equipment from the property within 90 days of the date it ceases operations.
2. An on-site billing office is required to continue the Concrete Batching Plant use. All concrete deliveries from the physical Prosper location shall be billed as taxable to the Town of Prosper.
3. The Town of Prosper reserves the right to audit books to ensure that Prosper is the primary HUB for tax revenue and upon inspections, if there are any failures to correct errors, the Town of Prosper reserves the right to revoke the SUP.

**Staff Recommendation:**

Staff recommends the Town Council approve the request, subject to the following:

1. Nelson Bros Ready Mix (NBR) shall cease operations on the property on or before October 1, 2024 and shall remove all operations equipment from the property within 90 days of the date it ceases operations.
2. An on-site billing office is required to continue the Concrete Batching Plant use. All concrete deliveries from the physical Prosper location shall be billed as taxable to the Town of Prosper.
3. The Town of Prosper reserves the right to audit books to ensure that Prosper is the primary HUB for tax revenue and upon inspections, if there are any failures to correct errors, the Town of Prosper reserves the right to revoke the SUP.

**Proposed Motion:**

I move to approve the request for an ordinance for an extension of a Specific Use Permit (SUP) for a Concrete Batching Plant on 5.0± acres, located on the west side of Dallas Parkway, south of First Street, subject to the following:

1. Nelson Bros Ready Mix (NBR) shall cease operations on the property on or before October 1, 2024 and shall remove all operations equipment from the property within 90 days of the date it ceases operations.
2. An on-site billing office is required to continue the Concrete Batching Plant use. All concrete deliveries from the physical Prosper location shall be billed as taxable to the Town of Prosper.
3. The Town of Prosper reserves the right to audit books to ensure that Prosper is the primary HUB for tax revenue and upon inspections, if there are any failures to correct errors, the Town of Prosper reserves the right to revoke the SUP.

# S20-0002 - Nelson Bros. Ready Mix

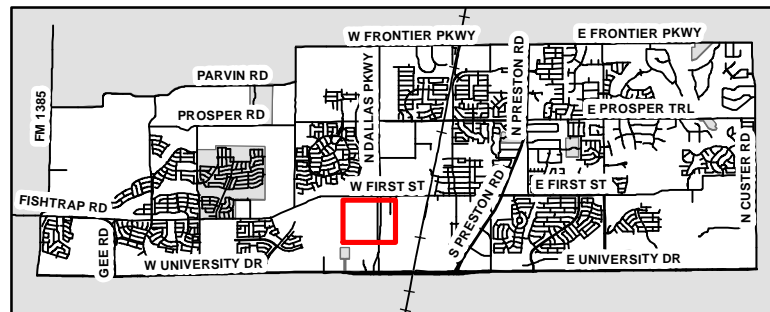
Item 9.



This map is for illustration purposes only.

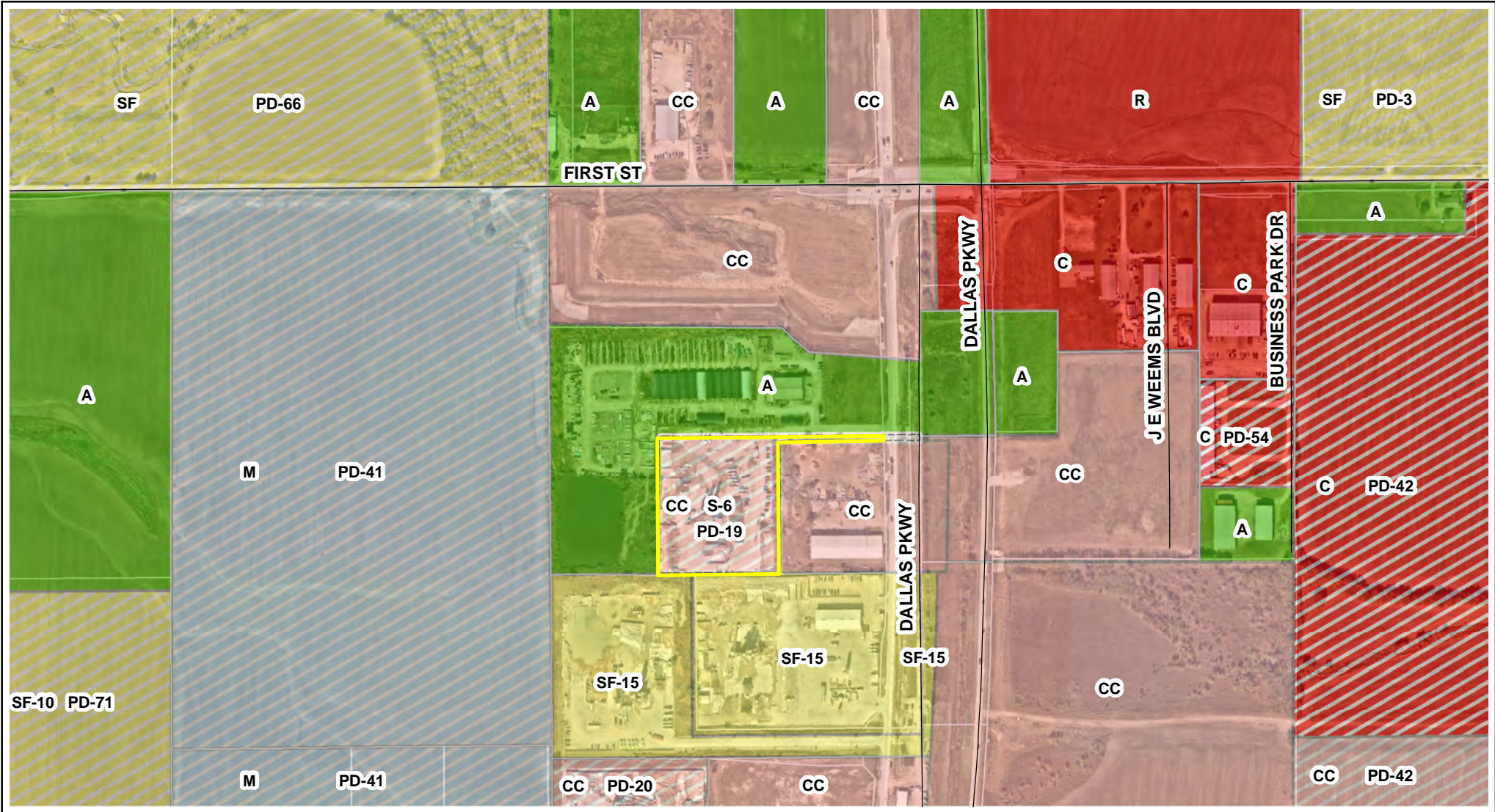


0 375 750 Feet

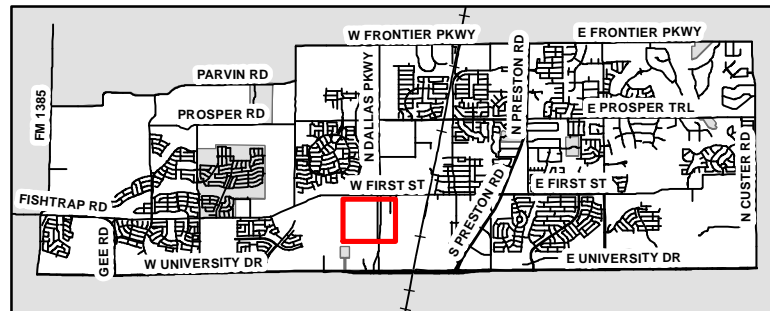
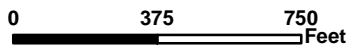


# S20-0002 - Nelson Bros. Ready Mix

Item 9.



This map is for illustration purposes only.





## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 2021-\_\_

**AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20 AND ORDINANCE NO. 18-97; GRANTING A SPECIFIC USE PERMIT (SUP) FOR A CONCRETE BATCHING PLANT, LOCATED ON A TRACT OF LAND CONSISTING OF 4.955 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 12, ABSTRACT NO. 147, BLOCK 4, TRACT 36, LOCATED AT 570 SOUTH DALLAS PARKWAY, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the Town Council of the Town of Prosper, Texas, (the "Town Council") has investigated and determined that Zoning Ordinance No. 05-20 and Ordinance No. 18-97 should be amended; and

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request from Nelson Bros Ready Mix, ("Applicant") for a Specific Use Permit (SUP) to allow for a Concrete Batching Plant on a tract of land zoned Planned Development-19-Commercial Corridor (PD-19), consisting of 4.955 acres of land, more or less, situated in the Collin County School Land Survey No. 12, Abstract No. 147, Block 4, Tract 36, located at 570 South Dallas Parkway, in the Town of Prosper, Collin County, Texas, and being particularly being described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

**WHEREAS**, all legal notices required to grant an SUP have been given in the manner and form set forth by law, public hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

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

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

### **SECTION 1**

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

### **SECTION 2**

Specific Use Permit Granted. Zoning Ordinance No. 05-20 and Ordinance No. 18-97 is amended as follows: Applicant is granted an SUP to allow the operation of a Concrete Batching Plant, on a tract of land zoned Planned Development-19-Commercial Corridor (PD-19), consisting of 4.955 acres of land, more or less, situated in the Collin County School Land

Survey No. 12, Abstract No. 147, Block 4, Tract 36, located at 570 South Dallas Parkway, in the Town of Prosper, Collin County, Texas, and being particularly being described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

1. Nelson Bros Ready Mix (NBR) shall cease operations on the property on or before October 1, 2024 and shall remove all operations equipment from the property within 90 days of the date it ceases operations.
2. An on-site billing office is required to continue the Concrete Batching Plant use. All concrete deliveries from the physical Prosper location shall be billed as taxable to the Town of Prosper.
3. The Town of Prosper reserves the right to audit books to ensure that Prosper is the primary HUB for tax revenue and upon inspections, if there are any failures to correct errors, the Town of Prosper reserves the right to revoke the SUP.

The property shall continue to be used in a manner consistent with the conditions expressly stated in the site plan, attached hereto as Exhibit "A," which is incorporated herein for all purposes as if set forth verbatim.

Except as amended by this Ordinance, the development of the Property within this SUP shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

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

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

### **SECTION 3**

Specific Use Permit Expiration Date. This SUP shall expire on October 1, 2024. The applicant may seek an extension to the SUP by following the procedure in Chapter 2, Section 25 of the Zoning Ordinance as it currently exists or may be amended.

### **SECTION 4**

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

## **SECTION 5**

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

## **SECTION 6**

**Penalty.** Any person, firm, corporation, or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance No. 05-20, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state, and federal law.

## **SECTION 7**

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

## **SECTION 8**

**Savings/Repealing Clause.** Prosper's Zoning Ordinance No. 05-20 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 9**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 12TH DAY OF JANUARY, 2021.**

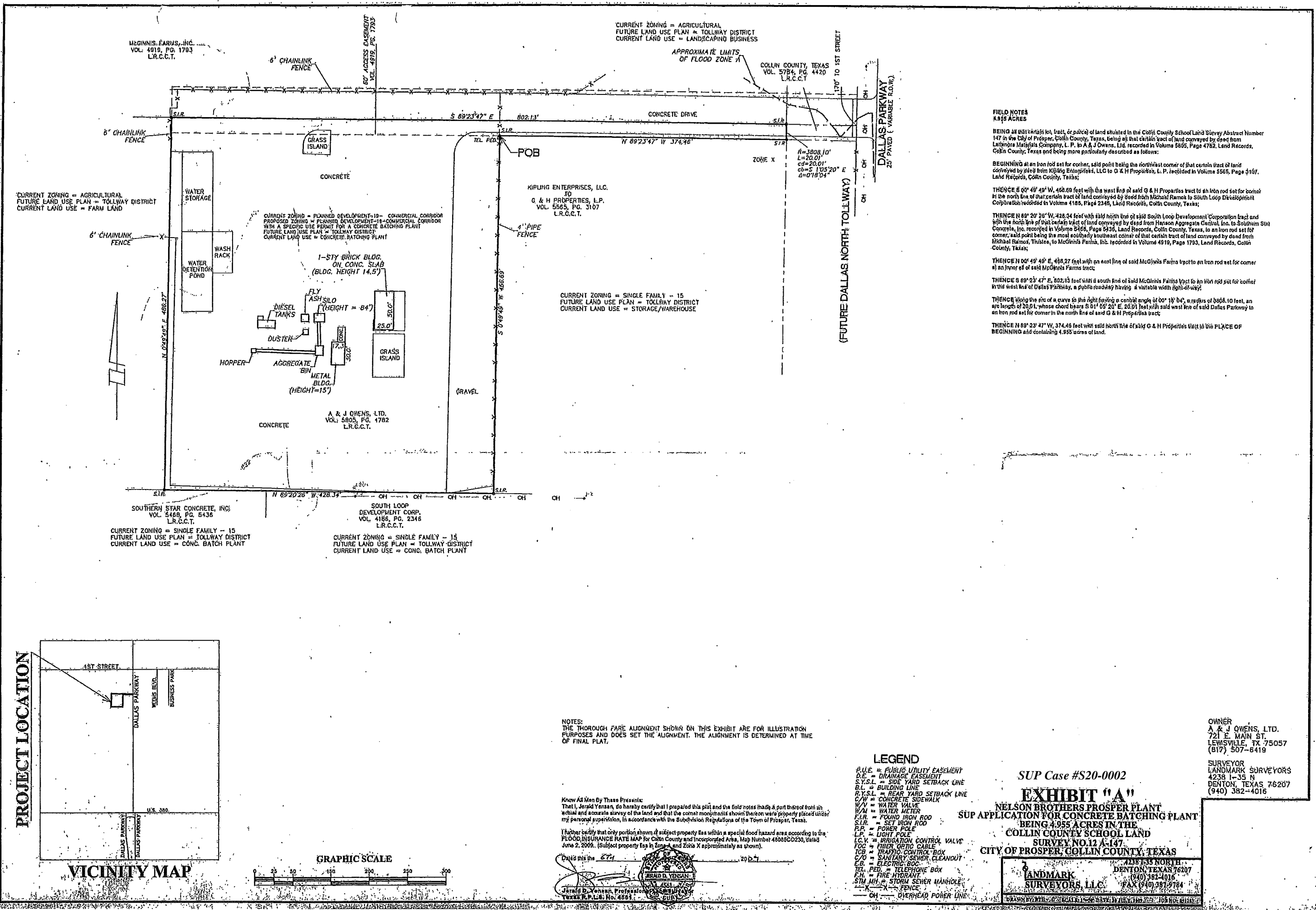
\_\_\_\_\_  
**Ray Smith, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Robyn Battle, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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



**FIELD NOTES**  
4.955 ACRES

BEING all that certain lot, tract, or parcel of land situated in the Collin County School Land Survey Abstract Number 147 in the City of Prosper, Collin County, Texas, being all that certain tract of land conveyed by deed from Lattimore Materials Company, L.P. to A & J Owens, Ltd. recorded in Volume 5805, Page 4782, Land Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at an iron rod set for corner, said point being the northwest corner of that certain tract of land conveyed by deed from Kipling Enterprises, LLC to G & H Properties, L.P. recorded in Volume 5565, Page 3107, Land Records, Collin County, Texas;

THENCE S 69° 49' 49" W, 468.69 feet with the west line of said G & H Properties tract to an iron rod set for corner in the north line of that certain tract of land conveyed by deed from Michael Ramos to South Loop Development Corporation recorded in Volume 4185, Page 2346, Land Records, Collin County, Texas;

THENCE N 89° 20' 26" W, 428.34 feet with said north line of said South Loop Development Corporation tract and with the north line of that certain tract of land conveyed by deed from Hanson Aggregate Central, Inc. to Solumium Steel Company, Inc. recorded in Volume 5468, Page 5436, Land Records, Collin County, Texas, to an iron rod set for corner, said point being the most southerly southeast corner of that certain tract of land conveyed by deed from Michael Ramos, Trustee, to McGinnis Farms, Ltd. recorded in Volume 4919, Page 1793, Land Records, Collin County, Texas;

THENCE N 00° 49' 49" E, 468.27 feet with an east line of said McGinnis Farms tract to an iron rod set for corner in an inner of said McGinnis Farms tract;

THENCE S 89° 23' 47" E, 374.46 feet with a south line of said McGinnis Farms tract to an iron rod set for corner in the west line of Dallas Parkway, a public roadway having a variable width right-of-way;

THENCE along the arc of a curve to the right having a central angle of 00° 18' 04", a radius of 3808.10 feet, an arc length of 20.01 feet, whose chord bears S 01° 05' 20" E, 20.01 feet with said west line of said Dallas Parkway to an iron rod set for corner in the north line of said G & H Properties tract;

THENCE N 89° 23' 47" W, 374.46 feet with said north line of said G & H Properties tract to the PLACE OF BEGINNING and containing 4.955 acres of land.

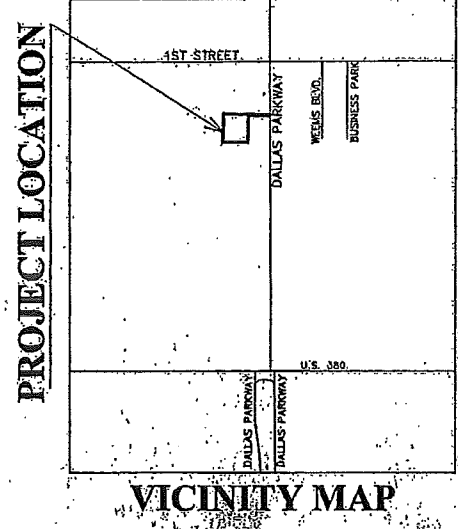
CURRENT ZONING = AGRICULTURAL  
FUTURE LAND USE PLAN = TOLLWAY DISTRICT  
CURRENT LAND USE = FARM LAND

CURRENT ZONING = PLANNED DEVELOPMENT-19 - COMMERCIAL CORRIDOR  
PROPOSED ZONING = PLANNED DEVELOPMENT-18 - COMMERCIAL CORRIDOR  
WITH A SPECIFIC USE PERMIT FOR A CONCRETE BATCHING PLANT  
FUTURE LAND USE PLAN = TOLLWAY DISTRICT  
CURRENT LAND USE = CONCRETE BATCHING PLANT

CURRENT ZONING = SINGLE FAMILY - 15  
FUTURE LAND USE PLAN = TOLLWAY DISTRICT  
CURRENT LAND USE = STORAGE/WAREHOUSE

CURRENT ZONING = SINGLE FAMILY - 15  
FUTURE LAND USE PLAN = TOLLWAY DISTRICT  
CURRENT LAND USE = CONG. BATCH PLANT

CURRENT ZONING = SINGLE FAMILY - 15  
FUTURE LAND USE PLAN = TOLLWAY DISTRICT  
CURRENT LAND USE = CONG. BATCH PLANT



**NOTES:**  
THE THOROUGH PAVE ALIGNMENT SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

Know All Men By These Presents  
That I, Jerald Yensen, do hereby certify that I prepared this plan and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the Town of Prosper, Texas.

I further certify that only portions shown of subject property lies within a special flood hazard area according to the FLOOD INSURANCE RATE MAP for Collin County and Incorporated Area, Map Number 4808EC0230, dated June 2, 2009. (Subject property lies in Zone A and Zone X approximately as shown).

Dated this 8th day of August, 2009.  
Jerald D. Yensen, Professional Surveyor  
Texas P.L.S. No. 4861

- LEGEND**
- P.U.E. = PUBLIC UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - S.Y.S.L. = SIDE YARD SETBACK LINE
  - B.L. = BUILDING LINE
  - R.Y.S.L. = REAR YARD SETBACK LINE
  - C/W = CONCRETE SIDEWALK
  - W/V = WATER VALVE
  - W/M = WATER METER
  - F.I.R. = FOUND IRON ROD
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  - S.C.O. = SANITARY SEWER CLEANOUT
  - E.B. = ELECTRIC BOX
  - TEL. P.D. = TELEPHONE BOX
  - F.H. = FIRE HYDRANT
  - S.M.M. = STORM SEWER MANHOLE
  - F. = FENCE
  - O.H. = OVERHEAD POWER LINE

SUP Case #S20-0002  
**EXHIBIT "A"**  
NELSON BROTHERS PROSPER PLANT  
SUP APPLICATION FOR CONCRETE BATCHING PLANT  
BEING 4.955 ACRES IN THE  
COLLIN COUNTY SCHOOL LAND  
SURVEY NO. 12 A-147  
CITY OF PROSPER, COLLIN COUNTY, TEXAS

OWNER  
A & J OWENS, LTD.  
721 E. MAIN ST.  
LEWISVILLE, TX 75057  
(817) 507-8419

SURVEYOR  
LANDMARK SURVEYORS  
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DENTON, TEXAS 76207  
(940) 382-4016

LANDMARK SURVEYORS, L.L.C.  
4238 I-35 NORTH  
DENTON, TEXAS 76207  
(940) 382-4016  
FAX (940) 382-9784

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 18-97

AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20 AND ORDINANCE NO. 16-37; GRANTING A SPECIFIC USE PERMIT (SUP) FOR A CONCRETE BATCHING PLANT, LOCATED ON A TRACT OF LAND CONSISTING OF 4.955 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY NO. 12, ABSTRACT NO. 147, BLOCK 4, TRACT 36, LOCATED AT 570 SOUTH DALLAS PARKWAY, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas, (the "Town Council") has investigated and determined that Zoning Ordinance No. 05-20 and Ordinance No. 16-37 should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request from Nelson Bros Ready Mix, ("Applicant") for a Specific Use Permit (SUP) to allow for a Concrete Batching Plant on a tract of land zoned Planned Development-19-Commercial Corridor (PD-19), consisting of 4.955 acres of land, more or less, situated in the Collin County School Land Survey No. 12, Abstract No. 147, Block 4, Tract 36, located at 570 South Dallas Parkway, in the Town of Prosper, Collin County, Texas, and being particularly being described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

WHEREAS, all legal notices required to grant an SUP have been given in the manner and form set forth by law, public hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

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

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

SECTION 1

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

SECTION 2

Specific Use Permit Granted. Zoning Ordinance No. 05-20 and Ordinance No. 16-37 is amended as follows: Applicant is granted an SUP to allow the operation of a Concrete Batching Plant, on a tract of land zoned Planned Development-19-Commercial Corridor (PD-19), consisting of 4.955 acres of land, more or less, situated in the Collin County School Land

Survey No. 12, Abstract No. 147, Block 4, Tract 36, located at 570 South Dallas Parkway, in the Town of Prosper, Collin County, Texas, and being particularly being described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

1. The SUP expires January 14, 2021, two (2) years after the expiration of the existing ordinance. The applicant may seek a renewal term to the SUP in order to continue the Concrete Batching Plant use.
2. An onsite billing office is required to continue the Concrete Batching Plant use. All concrete deliveries from the physical Prosper location shall be billed as taxable to the Town of Prosper.
3. The Town of Prosper reserves the right to audit books to ensure that Prosper is the primary HUB for tax revenue and upon inspections, if there are any failures to correct errors; the Town of Prosper reserves the right to revoke the SUP.

The property shall continue to be used in a manner consistent with the conditions expressly stated in the site plan, attached hereto as Exhibit "A," which is incorporated herein for all purposes as if set forth verbatim.

Except as amended by this Ordinance, the development of the Property within this SUP shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

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

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

### **SECTION 3**

**Specific Use Permit Expiration Date.** This SUP shall expire on January 14, 2021. The applicant may seek an extension to the SUP by following the procedure in Chapter 2, Section 25 of the Zoning Ordinance as it currently exists or may be amended.

### **SECTION 4**

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

## **SECTION 5**

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

## **SECTION 6**

**Penalty.** Any person, firm, corporation, or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance No. 05-20, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state, and federal law.

## **SECTION 7**

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

## **SECTION 8**

**Savings/Repealing Clause.** Prosper's Zoning Ordinance No. 05-20 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

## **SECTION 9**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 27TH DAY OF NOVEMBER, 2018.**

  
\_\_\_\_\_  
Ray Smith, Mayor



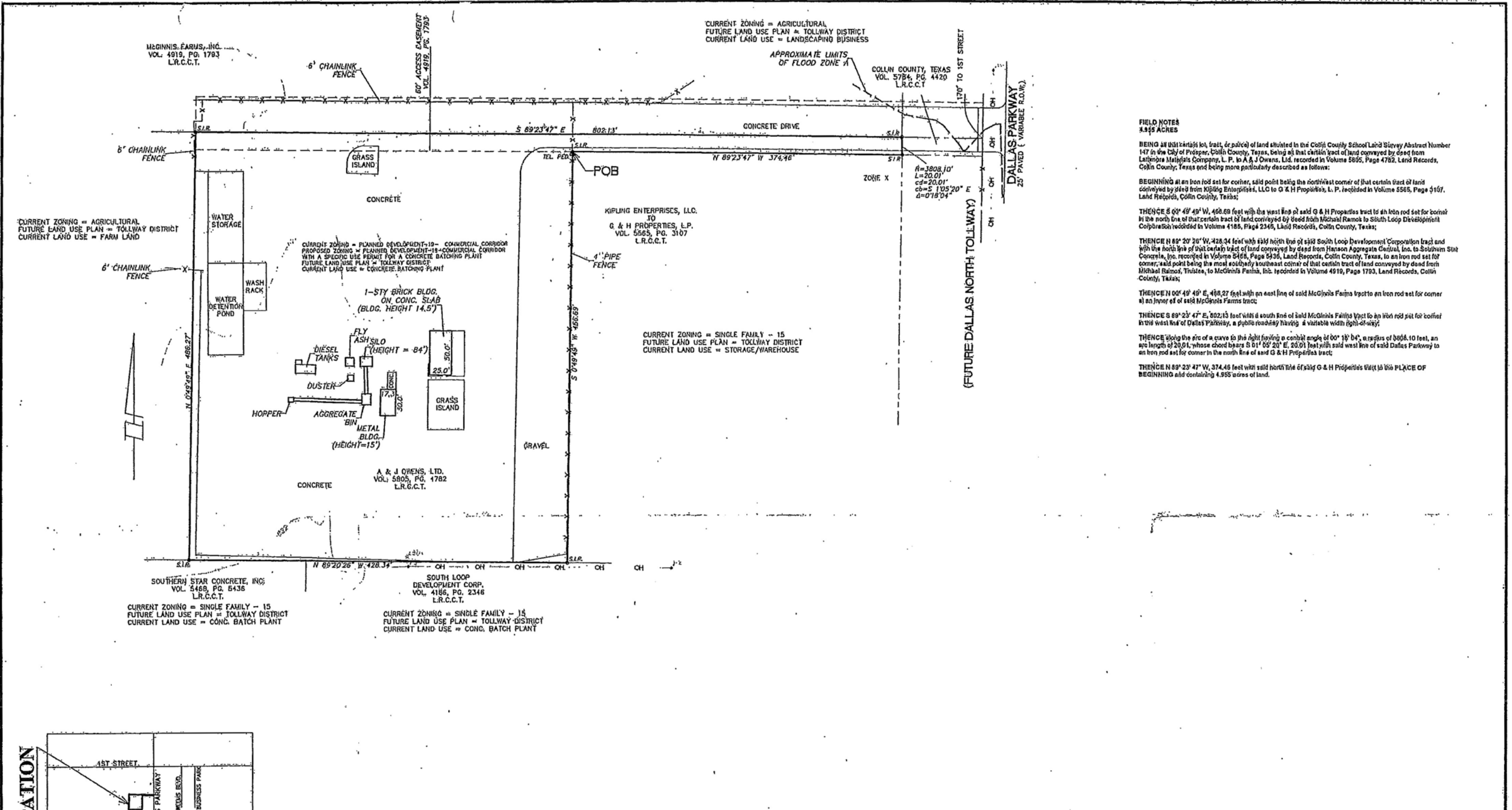
ATTEST:

  
Robyn Battle, Town Secretary



APPROVED AS TO FORM AND LEGALITY:

  
Terrence S. Welch, Town Attorney



**FIELD NOTES**  
4.955 ACRES

BEING AN UNDIVIDED lot, tract, or parcel of land situated in the Collin County School Land Survey Abstract Number 147 in the City of Prosper, Collin County, Texas, being all that certain tract of land conveyed by deed from Latham Materials Company, L.P. to A & J Owens, Ltd. recorded in Volume 5805, Page 4782, Land Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at an iron rod set for corner, said point being the northwest corner of that certain tract of land conveyed by deed from Kipling Enterprises, LLC to G & H Properties, L.P. recorded in Volume 5565, Page 3107, Land Records, Collin County, Texas;

THENCE S 00° 49' 49" W, 460.69 feet with the west line of said G & H Properties tract to an iron rod set for corner in the north line of that certain tract of land conveyed by deed from Michael Ramok to South Loop Development Corporation recorded in Volume 4186, Page 2346, Land Records, Collin County, Texas;

THENCE N 89° 20' 26" W, 428.34 feet with the north line of said South Loop Development Corporation tract and with the north line of that certain tract of land conveyed by deed from Hanson Aggregate Control, Inc. to Southern Star Concrete, Inc. recorded in Volume 5468, Page 6436, Land Records, Collin County, Texas, to an iron rod set for corner, said point being the most easterly southeast corner of that certain tract of land conveyed by deed from Michael Ramok, Trustee, to McGinnis Farms, Inc. recorded in Volume 4919, Page 1793, Land Records, Collin County, Texas;

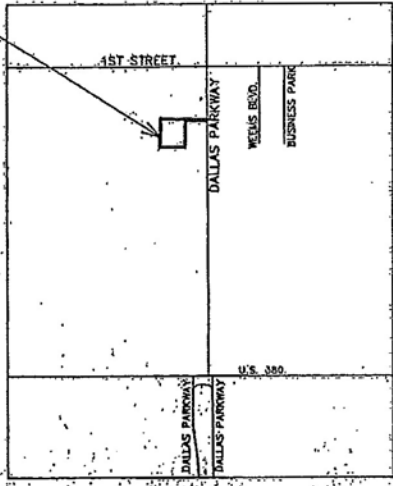
THENCE N 00° 49' 49" E, 488.27 feet with an east line of said McGinnis Farms tract to an iron rod set for corner at an iron rod set of said McGinnis Farms tract;

THENCE S 89° 23' 47" E, 802.13 feet with a south line of said McGinnis Farms tract to an iron rod set for corner in the west line of Dallas Parkway, a public roadway having a variable width right-of-way;

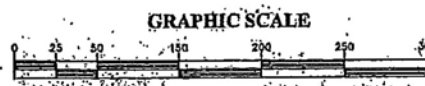
THENCE along the arc of a curve to the right having a central angle of 00° 18' 04", a radius of 8006.10 feet, an arc length of 20.01 feet whose chord bears S 81° 08' 20" E, 20.01 feet with said west line of said Dallas Parkway to an iron rod set for corner in the north line of said G & H Properties tract;

THENCE N 89° 23' 47" W, 374.46 feet with said north line of said G & H Properties tract to the PLACE OF BEGINNING and containing 4.955 acres of land.

PROJECT LOCATION



VICINITY MAP



**NOTES:**  
THE THOROUGH PARE ALIGNMENT SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

Know All Men By These Presents:  
That I, Jarad Venzan, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the Town of Prosper, Texas.

I further certify that any portion shown of subject property lies within a special flood hazard area according to the FLOOD INSURANCE RATE MAP for Collin County and Incorporated Area, Map Number 48086C0230, dated June 2, 2009. (Subject property lies in Zone A and Zone X approximately as shown).

Dated this 5th day of \_\_\_\_\_, 2009.

Jarad D. Venzan, Professional Surveyor  
Texas P.L.S. No. 4561

- LEGEND**
- P.U.E. = PUBLIC UTILITY EASEMENT
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  - E.B. = ELECTRIC BOX
  - TEL. PED. = TELEPHONE BOX
  - F.H. = FIRE HYDRANT
  - S.T.M. = STORM SEWER MANHOLE
  - F.F. = FENCE
  - OH = OVERHEAD POWER LINE

SUP CASE # S13-0001  
**EXHIBIT "A"**  
NELSON BROTHERS PROSPER PLANT  
SUP APPLICATION FOR CONCRETE BATCHING PLANT  
BEING 4.955 ACRES IN THE  
COLLIN COUNTY SCHOOL LAND  
SURVEY NO. 12 A-147  
CITY OF PROSPER, COLLIN COUNTY, TEXAS

LANDMARK SURVEYORS, L.L.C.  
4238 I-35 NORTH  
DENTON, TEXAS 76207  
(940) 382-4016  
FAX (940) 387-9784

OWNER  
A & J OWENS, LTD.  
721 E. MAIN ST.  
LEWISVILLE, TX 75057  
(817) 507-6419

SURVEYOR  
LANDMARK SURVEYORS  
4238 I-35 N  
DENTON, TEXAS 76207  
(940) 382-4016

## 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 – January 12, 2021**

---

**Agenda Item:**

Consider and act upon an ordinance amending Ordinance No. 2020-71 (FY 2020-2021 Annual Budget and Capital Improvement Program). **(BP)**

**Description of Agenda Item:**

The proposed ordinance is amending the following balances for the FY 2020-2021 Budget and Capital Improvement Program.

**Capital Improvement Program**

The Fiscal Year 2020-2021 Capital Improvement Program is being amended by \$40,000,000. This includes costs associated with the design, planning, acquisition and construction of certain public safety facilities (\$18,000,000), parks and recreational facilities (\$2,200,000) and streets, roads, bridges and intersections (\$19,800,000). These are the first projects planned to be funded from the 2020 Bond Election. The Town does not plan to enter contracts for the construction of Central Fire Station (\$16,400,000) or for the construction of Fishtrap Road (Elem - DNT) (\$17,300,000) prior to the issuance of the bonds. A reimbursement resolution is also on this meeting's agenda.

**General Fund**

Final estimates for Fiscal Year 2019-2020 revenues are expected to be approximately \$3.75 million over expenditures with fund balance estimated to be \$13.631 million at year end. The cumulative effect of this and previous budget amendments will be an increase of \$3,037,757 in expenditures and a drawdown to fund balance of \$2,829,648.

**General Fund Administrative Services**

Capital Expenditures are increasing by a total of \$236,000. \$200,000 for rehabilitation and \$36,000 of additional funding for the purchase of real property for the Downtown silos. This will be a drawdown to fund balance.

**General Fund Development Services**

Professional Services is increasing by \$95,000 to account for the Town's portion of professional services to develop the Downtown Master Plan. This was discussed in a joint work session

between the Town Council and the Prosper Economic Development Corporation (PEDC), and the cost will be shared equally between the Town and the PEDC. This will be a drawdown to fund balance.

#### General Fund Fire Services

Transfers out are increasing by \$1,810,000 to account for the transfer of funds to the Capital Project Fund for the purchase of a Quint fire engine (\$1,350,000) and ambulance (\$460,000) for Fire Station #3. Once the purchase order is issued, the engine has an approximate 12 month build time and the ambulance has an approximate 7 month build time. This will be a drawdown to fund balance.

#### CARES Act Fund

Personnel expenditures are increasing by \$662,567.23 to account for additional CARES Act funds awarded to the Town by Collin County on December 17<sup>th</sup>, 2020. The Town may use its funds for reimbursing itself for COVID-19 expenditures incurred between March 1, 2020 and December 30, 2020 related to public safety employees, which includes, but is not limited to, police officers, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers, environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel. Such costs are the only costs eligible for this funding.

#### PO Roll Forward

The Town of Prosper continues to utilize the purchase order system to encumber funds and at the end of September 30, 2020. The balances of open purchase orders require an amendment to the FY 2020-2021 budget by increasing the relevant line items in the new year to shift budget authority from last fiscal year to the new fiscal year. The net effect is lowering expenditures in FY 2019-2020 and rolling forward those available funds to the current year. This is required under current generally accepted accounting principles. Capital project encumbrances are excluded from the budget amendment since Capital Project Fund monies are multi-year appropriations. The total encumbrances for the General Fund to be brought forward is \$123,263.60; the total encumbrance for the Water-Sewer Utility Fund to be brought forward is \$184,242.30; The total encumbrance for the Stormwater Drainage Utility Fund to be brought forward is \$100,000.00; the total encumbrance for the Park Improvement Fund to be brought forward is \$456,089.75; the total encumbrance for the Water Impact Fee Fund to be brought forward is \$54,662.74; the total encumbrance for the East Thoroughfare Impact Fee Fund to be brought forward is \$475,876.15; the total encumbrance for the Special Revenue Fund to be brought forward is \$4,157.20; the total encumbrance for the CARES Act Fund to be brought forward is \$625,464.21; and the total encumbrance for the West Thoroughfare Impact Fee Fund to be brought forward is \$154,185.00. The net effect of the PO roll forward is lower expenditures in FY 2019-2020 and rolling the funding to FY 2020-2021's budget.

#### **Budget Impact:**

The General Fund expenditures will increase by \$2,264,263.60; Water-Sewer Utility Fund expenditures will increase by \$184,242.30; Stormwater Drainage Utility Fund expenditures will increase by \$100,000.00; Park Improvement Fund expenditures will increase by \$456,089.75; Water Impact Fee Fund expenditures will increase by \$54,662.74; East Thoroughfare Impact Fee Fund expenditures will increase by \$475,876.15; Special Revenue Fund expenditures will increase by \$4,157.20; CARES Act Fund expenditures will increase by \$1,288,031.44; and West Thoroughfare Impact Fee Fund expenditures will increase by \$154,185.00 in FY 2020-2021.

#### **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
2. Detailed List of Purchase Order Roll
3. CIP Amendment

**Town Staff Recommendation:**

Town staff recommends approval of amending Ordinance No. 2020-71 (FY 2020-2021 Annual Budget and Capital Improvement Program) to provide funding increased expenditures in the General Fund, Water-Sewer Utility Fund, Stormwater Drainage Utility Fund, Park Improvement Fund, Water Impact Fee Fund, East Thoroughfare Impact Fee Fund, Special Revenue Fund, CARES Act Fund, and West Thoroughfare Impact Fee Fund and CIP.

**Proposed Motion:**

I move to approve amending Ordinance No. 2020-71 (FY 2020-2021 Annual Budget and Capital Improvement Program) to provide funding increased expenditures in the General Fund, Water-Sewer Utility Fund, Stormwater Drainage Utility Fund, Park Improvement Fund, Water Impact Fee Fund, East Thoroughfare Impact Fee Fund, Special Revenue Fund, CARES Act Fund, and West Thoroughfare Impact Fee Fund and CIP.

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 2021-XX

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ORDINANCE NO. 2020-71 (FY 2020-2021 ANNUAL BUDGET AND CAPITAL IMPROVEMENT PROGRAM) AND ALLOCATING FUNDS TO FUND INCREASED EXPENDITURES OF \$2,264,263.30 IN THE GENERAL FUND BUDGET; INCREASED EXPENDITURES OF \$184,242.30 IN THE WATER-SEWER FUND BUDGET; INCREASED EXPENDITURES OF \$100,000.00 IN THE STORMWATER DRAINAGE UTILITY FUND BUDGET; INCREASED EXPENDITURES OF \$456,089.75 IN THE PARK IMPROVEMENT FUND BUDGET; INCREASED EXPENDITURES OF \$54,662.74 IN THE WATER IMPACT FEE FUND BUDGET; INCREASED EXPENDITURES OF \$475,876.15 IN THE EAST THOROUGHFARE IMPACT FEE FUND BUDGET; INCREASED EXPENDITURES OF \$4,157.20 IN THE SPECIAL REVENUE FUND BUDGET; INCREASED EXPENDITURES OF \$1,288,031.44 IN THE CARES ACT FUND BUDGET; AND INCREASED EXPENDITURES OF \$154,185.00 IN THE WEST THOROUGHFARE 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. 2020-71 (FY 2020-2021 Annual Budget and Capital Improvement Program) 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.

**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 Annual Budget and Capital Improvement Program) 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 12TH DAY OF JANUARY, 2021.**

**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**  
**January 12, 2021**

General Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
<b>Total Revenues</b>	32,698,400.00	32,798,400.00	32,798,400.00	-
<b>Total</b>	<b>32,698,400.00</b>	<b>32,798,400.00</b>	<b>32,798,400.00</b>	-
<b>Expenditures:</b>				
Administration	5,598,394.00	6,125,394.00	6,391,809.23	266,415.23
Police Services	5,997,484.00	6,097,484.00	6,142,032.50	44,548.50
Fire Services	7,713,465.00	7,713,465.00	9,523,465.00	1,810,000.00
Public Works	3,272,379.00	3,272,379.00	3,290,076.90	17,697.90
Community Services	4,605,459.00	4,605,459.00	4,612,744.00	7,285.00
Development Services	3,371,304.00	3,371,304.00	3,466,304.00	95,000.00
Engineering	2,031,806.00	2,031,806.00	2,055,122.97	23,316.97
<b>Total</b>	<b>32,590,291.00</b>	<b>33,217,291.00</b>	<b>35,481,554.60</b>	<b>2,264,263.60</b>

Water-Sewer Utility Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
<b>Total Revenues</b>	24,504,693.00	24,504,693.00	24,504,693.00	-
<b>Total</b>	<b>24,504,693.00</b>	<b>24,504,693.00</b>	<b>24,504,693.00</b>	-
<b>Expenditures:</b>				
Administration	2,615,646.00	2,615,646.00	2,690,901.00	75,255.00
Debt Service	3,701,269.00	3,701,269.00	3,701,269.00	-
Water Purchases	6,681,709.00	6,681,709.00	6,681,709.00	-
Public Works	11,410,264.00	11,410,264.00	11,519,251.30	108,987.30
<b>Total</b>	<b>24,408,888.00</b>	<b>24,408,888.00</b>	<b>24,593,130.30</b>	<b>184,242.30</b>

Stormwater Drainage Utility Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
<b>Total Revenues</b>	715,200.00	715,200.00	715,200.00	-
<b>Total</b>	<b>715,200.00</b>	<b>715,200.00</b>	<b>715,200.00</b>	-
<b>Expenditures:</b>				
Operating Expenses	197,751.00	197,751.00	297,751.00	100,000.00
Debt Service	245,592.00	245,592.00	245,592.00	-
Transfers Out	104,926.00	104,926.00	104,926.00	-
<b>Total</b>	<b>548,269.00</b>	<b>548,269.00</b>	<b>648,269.00</b>	<b>100,000.00</b>

Park Improvement Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
<b>Total Revenues</b>	607,500.00	607,500.00	607,500.00	-
<b>Total</b>	<b>607,500.00</b>	<b>607,500.00</b>	<b>607,500.00</b>	-
<b>Expenditures</b>	1,485,000.00	1,485,000.00	1,941,089.75	456,089.75
<b>Total</b>	<b>1,485,000.00</b>	<b>1,485,000.00</b>	<b>1,941,089.75</b>	<b>456,089.75</b>

Water Impact Fee Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
<b>Total Revenues</b>	2,512,000.00	2,512,000.00	2,512,000.00	-
<b>Total</b>	<b>2,512,000.00</b>	<b>2,512,000.00</b>	<b>2,512,000.00</b>	-
<b>Expenditures</b>	1,840,000.00	1,840,000.00	1,894,662.74	54,662.74
<b>Total</b>	<b>1,840,000.00</b>	<b>1,840,000.00</b>	<b>1,894,662.74</b>	<b>54,662.74</b>



**EXHIBIT "A"**  
**BUDGET AMENDMENT**  
**FISCAL YEAR 2020-2021**  
**January 12, 2021**

East Thoroughfare Impact Fee Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Total Revenues	1,008,000.00	1,008,000.00	1,008,000.00	-
<b>Total</b>	<b>1,008,000.00</b>	<b>1,008,000.00</b>	<b>1,008,000.00</b>	<b>-</b>
Expenditures	475,000.00	475,000.00	950,876.15	475,876.15
<b>Total</b>	<b>475,000.00</b>	<b>475,000.00</b>	<b>950,876.15</b>	<b>475,876.15</b>

Special Revenue Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Total Revenues	54,600.00	54,600.00	54,600.00	-
<b>Total</b>	<b>54,600.00</b>	<b>54,600.00</b>	<b>54,600.00</b>	<b>-</b>
Total Expenditures	271,246.00	271,426.00	275,583.20	4,157.20
<b>Total</b>	<b>271,246.00</b>	<b>271,426.00</b>	<b>275,583.20</b>	<b>4,157.20</b>

CARES Act Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Total Revenues	-	-	662,567.23	662,567.23
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 662,567.23</b>	<b>\$ 662,567.23</b>
Total Expenditures	-	-	1,288,031.44	1,288,031.44
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>1,288,031.44</b>	<b>1,288,031.44</b>

West Thoroughfare Impact Fee Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Total Revenues	2,510,000.00	2,510,000.00	2,510,000.00	-
<b>Total</b>	<b>2,510,000.00</b>	<b>2,510,000.00</b>	<b>2,510,000.00</b>	<b>-</b>
Expenditures	3,137,500.00	3,137,500.00	3,291,685.00	154,185.00
<b>Total</b>	<b>3,137,500.00</b>	<b>3,137,500.00</b>	<b>3,291,685.00</b>	<b>154,185.00</b>

Total Revenue	\$ 662,567.23
Total Expenditures	\$ 4,981,508.18
Net Effect All Funds	<u>\$ (4,318,940.95)</u>



**Summary of Capital Improvement Program - 01/12 FINAL  
General Fund Projects**

Index	Traffic Projects	Prior Years							Total Cost	Funding Sources			Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO	Unissued Debt Schedule					Index		
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030	Other Sources		2019-2020	2020-2021	2021-2022				2022-2023	2023-2024	2024-2025	2025-2030				
01	1929-ST BNSF Quiet Zone First/Fifth	145,000						145,000	145,000	D													01
02	1909-TR Traffic Signal - Coit Rd & First Street: (Construction)	306,299						306,299	306,299	A,D													02
03	1939-TR Traffic Signal - DNT & Frontier: (Collin County)	400,000						400,000	400,000	X													03
04	1940-TR Traffic Signal - DNT & Prosper Trail: (Collin County)	400,000						400,000	400,000	X													04
05	1928-TR Traffic Signal - Fishtrap & Teel Parkway: (Design)	34,100						34,100	34,100	A													05
06	1928-TR Traffic Signal - Fishtrap & Teel Parkway: (Construction)	400,000						400,000	400,000	A													06
07	2004-TR Traffic Signal - Fishtrap & Gee Road: (Design)	50,000						50,000	50,000	A													07
08	2004-TR Traffic Signal - Fishtrap & Gee Road: (Construction)	250,000						250,000	250,000	A													08
09	2007-TR Traffic Signal - SH 289 & Lovers Lane (TIRZ #1)	300,000						300,000	300,000	H													09
10	2005-TR Traffic Signal - Coit Rd & Richland: (Design)	50,000						50,000	50,000	A													10
11	2005-TR Traffic Signal - Coit Rd & Richland: (Construction)	410,000						410,000	410,000	A													11
12	2101-TR Traffic Signal - Fishtrap & Artesia Boulevard: (Design)		50,000					50,000	50,000	A,C													12
13	2101-TR Traffic Signal - Fishtrap & Artesia Boulevard: (Construction)		425,000					425,000	425,000	A,C													13
14	1935-TR Traffic Signal - FM 1385 & Fishtrap: (TxDOT)		250,000					250,000	250,000	X													14
15	Traffic Signal - FM 2478 (Custer Rd) & First Street: (TxDOT)			500,000				500,000	500,000	X													15
16	Traffic Signal - First Street & La Cima: (Design)			50,000				50,000	50,000	A													16
17	Traffic Signal - First Street & La Cima: (Construction)			400,000				400,000	400,000	A													17
18	Traffic Signal - Fishtrap & Windsong Parkway: (Design)					50,000		50,000				50,000							50,000				18
19	Traffic Signal - Fishtrap & Windsong Parkway: (Construction)					425,000		425,000				425,000							425,000				19
20	Traffic Signal - First Street & Coleman: (Design)							50,000	50,000				50,000									50,000	20
21	Traffic Signal - First Street & Coleman: (Construction)							425,000	425,000				425,000									425,000	21
22	Traffic Signal - First Street & Coleman: (Design)							65,000	65,000				65,000									65,000	22
23	Traffic Signal - First Street & Coleman: (Construction)							460,000	460,000				460,000									460,000	23
<b>Subtotal</b>		<b>2,745,399</b>	<b>725,000</b>	<b>950,000</b>	<b>0</b>	<b>475,000</b>	<b>0</b>	<b>1,000,000</b>	<b>5,895,399</b>	<b>4,420,399</b>	<b>0</b>	<b>1,475,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>475,000</b>	<b>0</b>	<b>1,000,000</b>			
<b>Design</b>		134,100	50,000	50,000	0	50,000	0	115,000	399,100					<b>CO Bond Debt</b>	0	0	0	0	0	0	0		
<b>Construction</b>		1,511,299	425,000	400,000	0	425,000	0	885,000	3,646,299					<b>GO Bond Debt</b>	0	0	0	475,000	0	1,000,000			
<b>Design &amp; Construction</b>		1,100,000	250,000	500,000	0	0	0	0	1,850,000														
<b>Land/Easements</b>		0	0	0	0	0	0	0	0														

Index	Park Projects	Prior Years							Total Cost	Funding Sources			Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO	Unissued Debt Schedule					Index			
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030	Other Sources		2019-2020	2020-2021	2021-2022				2022-2023	2023-2024	2024-2025	2025-2030					
<b>Neighborhood Park</b>																								
01	Town Hall Open Space Park: (Design)	55,000						55,000	55,000	D													01	
02	Tanners Mill Park: (Construction)	468,000						468,000	468,000	C													02	
03	Star Trail Park #2 (7.5 Acres / No Lights): (Construction)	535,000						535,000	535,000	C													03	
04	Windsong Ranch Park #2 (7.5 Acres / No Lights): (Design)		30,000					30,000	30,000	C													04	
05	Windsong Ranch Park #2 (7.5 Acres / No Lights): (Construction)		230,000					230,000	230,000	C													05	
06	Lakewood Preserve (22 Acres / Lights): (Construction)	423,000	544,500					967,500	967,500	C													06	
07	1802-PK Hays Park (2 Acres / No Lights): (Design)	85,000						85,000	85,000	G													07	
08	1802-PK Hays Park (2 Acres / No Lights): (Construction)		375,000					375,000	375,000	G													08	
09	2015-PK Pecan Grove Phase 2 (21.5 Acres / No Lights) (basketball, pavilion, parking, security lighting): (Design)	67,500						67,500	500	G	67,000												09	
10	Pecan Grove Phase 2 (21.5 Acres / No Lights) (basketball, pavilion, parking, security lighting): (Construction)		575,000					575,000	575,000	G													10	
11	Prairie Park (6.7 Acres / No Lights)	300,000		300,000				600,000	600,000	C													11	
12	Lakewood Preserve, Phase 2: (Construction)		2,000,000					2,000,000				2,000,000				2,000,000							12	
13	Tanner's Mill, Park, Phase 2: (Design)		200,000					200,000				200,000				200,000							13	
14	Tanner's Mill, Park, Phase 2: (Construction)			930,000				930,000				930,000					930,000						14	
15	Windsong Park #3: (Design)							200,000	200,000				200,000									200,000	15	
16	Windsong Park #3: (Construction)							930,000	930,000				930,000									930,000	16	
17	Town Hall Open Space: (Design)							200,000	200,000				200,000									200,000	17	
18	Town Hall Open Space: (Construction)							1,810,000	1,810,000				1,810,000									1,810,000	18	
19	Un-named Neighborhood Park: (Design)							200,000	200,000				200,000									200,000	19	
20	Un-named Neighborhood Park: (Construction)							930,000	930,000				930,000									930,000	20	
<b>Trails</b>																								
21	1801-PK Whitley Place H&B Trail Extension: (Design)	70,000						70,000	70,000	G													21	
22	1910-PK Hike and Bike Master Plan: (Design)	68,000						68,000	68,000	D													22	
23	Star Trail H&B Trail Phases 1, 2, 3, and 4: (Construction)	200,000						200,000	200,000	C													23	
24	1926-PK Whitley Place H&B Trail (OH Easement): (Design)	10,000						10,000			10,000												24	
25	1926-PK Whitley Place H&B Trail (OH Easement): (Construction)	270,000						270,000			270,000												25	
26	1801-PK Whitley Place H&B Trail Extension: (Construction)	680,000						680,000	500,000	G	180,000												26	
27	Windsong H&B Trail Ph 3C,5,6A, 6B, 7, 8, and 9: (Design)		40,000					40,000	40,000	C													27	
28	Windsong H&B Trail Ph 3C,5,6A, 6B, 7, 8, and 9: (Construction)	1,351,572	435,000	495,000				2,281,572	2,281,572	C													28	
29	Various Hike and Bike Trails			700,000	800,000			1,900,000	3,400,000				3,400,000					700,000	800,000			1,900,000	29	
<b>Community Park</b>																								
30	Frontier Park Storage: (Design & Construction)	147,927						147,927	147,927	D													30	
31	Sexton Park, Phase 1: (Design)			1,200,000				1,200,000				1,200,000				1,200,000							31	
32	Sexton Park, Phase 1: (Construction)							12,500,000				12,500,000									5,375,000	7,125,000	32	
33	Un-named Community Park: (Design)							550,000	550,000				550,000										550,000	33
34	Un-named Community Park: (Construction)							4,950,000	4,950,000				4,950,000										4,950,000	34
<b>Medians</b>																								
35	1723-PK State Highway 289 Gateway Monument	474,752						474,752	474,752	D													35	
36	1818-PK Additional Turf Irrigation SH 289	68,000						68,000	68,000	D													36	
37	1813-PK SH 289/US 380 Green Ribbon Landscape Irrigation	821,250						821,250	821,250	B,D													37	
38	2018-PK Coleman Street Median Landscaping (Talon - Victory): (Design)	30,000						30,000	30,000	A													38	
39	2018-PK Coleman Street Median Landscaping (Talon - Victory): (Construction)	320,000						320,000	320,000	A													39	
40	1922-PK Downtown Monument (Broadway/Preston): (Design)	16,000		75,000				91,000	91,000	D													40	
41	1922-PK Downtown Monument (Broadway/Preston): (Construction)		380,000					380,000	380,000	D,K													41	
<b>Subtotal</b>		<b>6,461,001</b>	<b>4,884,500</b>	<b>3,625,000</b>	<b>800,000</b>	<b>5,375,000</b>	<b>7,125,000</b>	<b>11,670,000</b>	<b>39,940,501</b>	<b>9,413,501</b>	<b>527,000</b>	<b>30,000,000</b>	<b>0</b>	<b>0</b>	<b>2,200,000</b>	<b>2,830,000</b>	<b>800,000</b>	<b>5,375,000</b>	<b>7,125,000</b>	<b>11,670,000</b>				

**Summary of Capital Improvement Program - 01/12 FINAL  
General Fund Projects**

Item 10.

Index	Facility Projects		Prior Years	Funding Sources						Total Cost	Funding Sources Other Sources	Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO	Issued 2019-2020	Unissued Debt Schedule						Index
				2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030							2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030	
01	1713-FC	Police Station and Dispatch - Professional Services	1,644,696							1,644,696	31,293	1,613,403										01
02	1904-FC	Police Station and Dispatch - Development Costs	550,000							550,000		550,000										02
03	1905-FC	Police Station and Dispatch - Construction	12,645,804							12,645,804	1,435,000	11,210,804										03
04	1906-FC	Police Station and Dispatch - Furniture, Fixtures, and Equipment	1,165,000							1,165,000	1,165,000											04
05	2102-FC	Radio Tower for Communications		500,000						500,000			500,000									05
06		Central Fire Station (Design)		1,600,000						1,600,000		1,600,000			1,600,000							06
07		Central Fire Station (Construction)		16,400,000						16,400,000		16,400,000			16,400,000							07
08		Fire Station #4 (Design)			600,000					600,000		600,000										08
09		Fire Station #4 (Construction)				5,400,000				5,400,000		5,400,000								5,400,000		09
10		Public Safety Training Facility, Phase 1 (Design)						600,000		600,000		600,000									600,000	10
11		Public Safety Training Facility, Phase 1 (Construction)						5,400,000		5,400,000		5,400,000									5,400,000	11
<b>Subtotal</b>			<b>16,005,500</b>	<b>18,500,000</b>	<b>0</b>	<b>600,000</b>	<b>0</b>	<b>5,400,000</b>	<b>6,000,000</b>	<b>46,505,500</b>	<b>2,631,293</b>	<b>13,374,207</b>	<b>30,000,000</b>	<b>500,000</b>	<b>0</b>	<b>18,500,000</b>	<b>0</b>	<b>600,000</b>	<b>0</b>	<b>5,400,000</b>	<b>6,000,000</b>	

	Design	Construction	Design & Construction	Land/Easements	CO Bond Debt	GO Bond Debt
	2,194,696	1,600,000	0	600,000	0	0
	13,810,804	16,400,000	0	0	500,000	18,000,000
	0	500,000	0	0	0	0
	0	0	0	0	0	0

Grand Total General Fund	166,008,907	311,851,996	63,594,000	10,175,000	372,065,870	12,525,000	119,120,000	1,055,340,773	793,856,336	#REF!	23,113,637	210,000,000	28,370,800	12,176,800	49,000,000	23,674,000	10,000,000	11,875,000	12,525,000	119,120,000
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	Design	Construction	Design & Construction	Land/Easements	CO Bond Debt	GO Bond Debt
	12,318,763	1,995,000	1,550,000	1,400,000	50,000	0
	49,424,139	71,326,996	14,889,000	7,000,000	11,825,000	12,525,000
	104,266,005	236,030,000	45,405,000	975,000	360,190,870	0
	0	2,500,000	1,750,000	800,000	0	0

- ## Design
- ## Construction
- ## Design & Construction

Description Codes - Other Sources					
A	Impact Fees	D	General Fund	G	Park Development Fund
B	Grant and Interlocal Funds	E	Water / Wastewater Fund	H	TIRZ #1
C	Developer Agreements	F	Stormwater Drainage Fund	J	TIRZ #2
				K	Escrows
				X	Non-Cash Contributions
				Z	Other Sources (See Detail)

**Summary of Capital Improvement Program - 01/12 FINAL  
Enterprise Fund Projects**

Item 10.

Index	Water Projects	Prior Years	Funding Sources						Total Cost	Funding Sources	Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO	Issued 2019-2020	Unissued Debt Schedule						Index	
			2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030							Other Sources	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025		2025-2030
01	1902-WA Custer Road Meter Station and WL Relocations: (Design)	359,225							359,225	359,225 E												01
02	1902-WA Custer Road Meter Station and WL Relocations: (Land/Easements)	53,244							53,244	53,244 E												02
03	1902-WA Custer Road Meter Station and WL Relocations: (Construction)	3,454,363							3,454,363	3,454,363 E												03
04	1715-WA Fishtrap 2.5 MG Elevated Storage Tank: (Design)	343,987							343,987	343,987 A												04
05	1715-WA Fishtrap 2.5 MG Elevated Storage Tank: (Construction)	6,089,713							6,089,713	3,143,000 A	2,965,000											05
06	1716-WA LPP Water Line Phase 1a & 1b: (Design)	829,850							829,850	829,850 A												06
07	1716-WA LPP Water Line Phase 1a & 1b: (Construction)	10,658,200							10,658,200	175,000 A	10,483,200											07
08	1716-WA LPP Water Line Phase 1 Easement Costs	1,691,500							1,691,500	0 A	1,691,500											08
09	1501-WA LPP Pump Station and LPP WL Phase 2: (Design)	1,585,100							1,585,100	277,081 A	1,308,019											09
10	1501-WA LPP Pump Station and LPP WL Phase 2: (Construction)			15,200,000					15,200,000	4,000,000 A		11,200,000				5,600,000	5,600,000					10
11	1810-WA LPP Water Line Phase 2 Easement Costs		1,000,000						1,000,000	1,000,000 A												11
12	1708-WA E-W Collector (Cook Lane - DNT) Water Line: (Construction)	295,775							295,775	289,750 E	6,025											12
13	1708-WA Cook Lane (First - End): (Construction)	400,000							400,000	400,000 E												13
14	LPP Future Expansion (2026): (Design)							1,400,000	1,400,000			1,400,000									1,400,000	14
15	LPP Future Expansion (2026): (Construction)							12,600,000	12,600,000			12,600,000									12,600,000	15
16	1930-WA Broadway (Parvin-Craig): (Construction)	150,000							150,000	150,000 E												16
	<b>Subtotal</b>	<b>25,910,957</b>	<b>1,000,000</b>	<b>15,200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,000,000</b>	<b>56,110,957</b>	<b>14,475,500</b>	<b>16,453,744</b>	<b>0</b>	<b>25,200,000</b>	<b>0</b>	<b>0</b>	<b>5,600,000</b>	<b>5,600,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,000,000</b>	

<b>Design</b>	3,118,162	0	0	0	0	0	1,400,000	4,518,162
<b>Construction</b>	21,048,051	0	15,200,000	0	0	0	12,600,000	48,848,051
<b>Design &amp; Construction</b>	0	0	0	0	0	0	0	0
<b>Land/Easements</b>	1,744,744	1,000,000	0	0	0	0	0	2,744,744

Index	Wastewater Projects	Prior Years	Funding Sources						Total Cost	Funding Sources	Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO	Issued 2019-2020	Unissued Debt Schedule						Index	
			2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030							Other Sources	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025		2025-2030
01	1903-WW Church / Parvin Wastewater Reconstruction: (Construction)	100,000							100,000	100,000 E												01
02	2103-WW Doe Branch Parallel Interceptor (2021): (Design)			500,000					500,000	500,000 E												02
03	2103-WW Doe Branch Parallel Interceptor (2021): (Construction)			4,500,000					4,500,000	1,000,000 E		3,500,000				3,500,000						03
04	Doe Branch, Phase 3 WWTP (2025): (Design)				1,450,000			0	1,450,000	1,450,000 E											0	04
05	Doe Branch, Phase 3 WWTP (2025): (Construction)				13,050,000				13,050,000			13,050,000					13,050,000					05
	<b>Subtotal</b>	<b>100,000</b>	<b>0</b>	<b>5,000,000</b>	<b>14,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,600,000</b>	<b>3,050,000</b>	<b>0</b>	<b>0</b>	<b>16,550,000</b>	<b>0</b>	<b>0</b>	<b>3,500,000</b>	<b>13,050,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

<b>Design</b>	0	0	500,000	1,450,000	0	0	0	1,950,000
<b>Construction</b>	100,000	0	4,500,000	13,050,000	0	0	0	17,650,000
<b>Design &amp; Construction</b>	0	0	0	0	0	0	0	0
<b>Land/Easements</b>	0	0	0	0	0	0	0	0

Index	Drainage Projects	Prior Years	Funding Sources						Total Cost	Funding Sources	Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO	Issued 2019-2020	Unissued Debt Schedule						Index	
			2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030							Other Sources	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025		2025-2030
01	1614-DR Coleman Street Channel Improvements: (Construction)		400,000						400,000		(0)	400,000				400,000						01
02	1613-DR Old Town Drainage - Church & Parvin: (Design)	40,000							40,000	40,000 F												02
03	1613-DR Old Town Drainage - Church & Parvin: (Construction)	460,000	215,000						675,000		675,000					215,000						03
04	1718-DR Old Town Regional Retention - Broadway: (Design)	25,000							25,000		25,000		0									04
05	1718-DR Old Town Regional Retention - Broadway: (Construction)	616,686							616,686		616,686											05
06	2024-DR Old Town Regional Retention Pond #2 - Land Acquisition		385,000						385,000			385,000				385,000						06
07	2003-DR Frontier Park/Lakes of Prosper Drainage: (Design)	100,000							100,000	100,000 F												07
08	2003-DR Frontier Park/Lakes of Prosper Drainage: (Construction)			985,000					985,000			985,000					985,000					08
	<b>Subtotal</b>	<b>1,241,686</b>	<b>1,000,000</b>	<b>985,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,226,686</b>	<b>140,000</b>	<b>1,316,686</b>	<b>0</b>	<b>1,770,000</b>	<b>0</b>	<b>1,000,000</b>	<b>985,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

<b>Design</b>	165,000	0	0	0	0	0	0	165,000
<b>Construction</b>	1,076,686	615,000	985,000	0	0	0	0	2,676,686
<b>Design &amp; Construction</b>	0	0	0	0	0	0	0	0
<b>Land/Easements</b>	0	385,000	0	0	0	0	0	385,000

<b>Grand Total Enterprise Funds</b>	<b>27,252,643</b>	<b>2,000,000</b>	<b>21,185,000</b>	<b>14,500,000</b>	<b>0</b>	<b>0</b>	<b>14,000,000</b>	<b>78,937,643</b>	<b>17,665,500</b>	<b>17,770,430</b>	<b>0</b>	<b>43,520,000</b>	<b>0</b>	<b>1,000,000</b>	<b>10,085,000</b>	<b>18,650,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,000,000</b>
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<b>Design</b>	3,283,162	0	500,000	1,450,000	0	0	1,400,000	6,633,162
<b>Construction</b>	22,224,737	615,000	20,685,000	13,050,000	0	0	12,600,000	69,174,737
<b>Design &amp; Construction</b>	0	0	0	0	0	0	0	0
<b>Land/Easements</b>	1,744,744	1,385,000	0	0	0	0	0	3,129,744

- ## Design
- ## Construction
- ## Design & Construction

Description Codes - Other Sources			
A	Impact Fees	D	General Fund
B	Grant and Interlocal Funds	E	Water / Wastewater Fund
C	Developer Agreements	F	Stormwater Drainage Fund
G	Park Development Fund	K	Escrows
H	TIRZ #1	X	Non-Cash Contributions
J	TIRZ #2	Z	Other Sources (See Detail)

**Summary of Capital Improvement Program - 01/12 FINAL**  
**Capital Improvement Program Summary**

Item 10.

Capital Improvement Program Summary	Prior Years							Total Cost	Funding Sources			Issued 2019-2020	Issued						
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030	Other Sources		Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030	
General Fund	166,008,907	311,851,996	63,594,000	10,175,000	372,065,870	12,525,000	119,120,000	1,055,340,773	793,856,336	23,113,637	210,000,000	28,370,800	12,176,800	49,000,000	23,674,000	10,000,000	11,875,000	12,525,000	119,120,000
Enterprise Funds	27,252,643	2,000,000	21,185,000	14,500,000	0	0	14,000,000	78,937,643	17,665,500	17,770,430	0	43,520,000	0	1,000,000	10,085,000	18,650,000	0	0	14,000,000
<b>Grand Total Capital Improvement Program</b>	<b>193,261,550</b>	<b>313,851,996</b>	<b>84,779,000</b>	<b>24,675,000</b>	<b>372,065,870</b>	<b>12,525,000</b>	<b>133,120,000</b>	<b>1,134,278,416</b>	<b>811,521,836</b>	<b>40,884,067</b>	<b>210,000,000</b>	<b>71,890,800</b>	<b>12,176,800</b>	<b>50,000,000</b>	<b>33,759,000</b>	<b>28,650,000</b>	<b>11,875,000</b>	<b>12,525,000</b>	<b>133,120,000</b>

<b>CO Bond Debt</b>	<b>10,000,000</b>	<b>17,279,000</b>	<b>18,650,000</b>	<b>0</b>	<b>0</b>	<b>14,000,000</b>
<b>GO Bond Debt</b>	<b>40,000,000</b>	<b>16,480,000</b>	<b>10,000,000</b>	<b>11,875,000</b>	<b>12,525,000</b>	<b>119,120,000</b>

<b>Design</b>	15,601,925	1,995,000	2,050,000	2,850,000	50,000	0	7,365,000	29,911,925
<b>Construction</b>	71,648,876	71,941,996	35,574,000	20,050,000	11,825,000	12,525,000	117,050,000	340,614,872
<b>Design &amp; Construction</b>	104,266,005	236,030,000	45,405,000	975,000	360,190,870	0	1,900,000	748,766,875
<b>Land/Easements</b>	1,744,744	3,885,000	1,750,000	800,000	0	0	6,805,000	14,984,744

Department	PO #	Date Issued	Vendor Name	Line Balance	Description	Status
Engineering (CIP)	16105	02/26/16	Wier & Associates	\$ 1,900.00	PSA Old Town Drainage - Church & Parvin Drainage Improvements Project 1613-DR	Project in progress. Estimated completion Spring 2021.
	16105	02/26/16	Wier & Associates	\$ 2,000.00		
Engineering (CIP)	17088	01/30/17	Cobb, Fendley & Assoc., Inc.	\$ 60,500.00	PSA Paving & Drainage Improvements for Coit Road From E. First Street to Frontier Parkway Project 1710-ST	Project in progress. Design 90% complete.
	17088	01/30/17	Cobb, Fendley & Assoc., Inc.	\$ 16,000.00		
	17088	01/30/17	Cobb, Fendley & Assoc., Inc.	\$ 10,230.00		
	17088	01/30/17	Cobb, Fendley & Assoc., Inc.	\$ 16,500.00		
	17088	01/30/17	Cobb, Fendley & Assoc., Inc.	\$ 12,720.00		
	17088	01/30/17	Cobb, Fendley & Assoc., Inc.	\$ 81,700.00		
	17088	01/30/17	Cobb, Fendley & Assoc., Inc.	\$ 19,280.00		
	17088	01/30/17	Cobb, Fendley & Assoc., Inc.	\$ 64,824.50		
Engineering (CIP)	17122	03/13/17	Half Associates	\$ 658.73	PSA Prosper Trail From East of Coit Road to West of Custer Road Project 1709-ST	Project in progress. Estimated completion Summer 2021.
	17122	03/13/17	Half Associates	\$ 9,889.30		
Engineering (CIP)	17143	04/20/17	Freese & Nichols	\$ 244.02	PSA Lower Pressure Plane Elevated Storage Tank Project 1715-WA	Contract Amended. Project in progress. Construction 95% complete.
	17143	04/20/17	Freese & Nichols	\$ 18,287.00		
Engineering (CIP)	17144	04/20/17	Freese & Nichols	\$ 3,977.51	PSA Lower Pressure Plane Water Supply - Pipeline Project 1716-WA	Project in progress. Completed - roll to process final invoices.
	17144	04/20/17	Freese & Nichols	\$ 3,948.43		
	17144	04/20/17	Freese & Nichols	\$ 1,515.28		
	17144	04/20/17	Freese & Nichols	\$ 26,962.50		
	17144	04/20/17	Freese & Nichols	\$ 10,965.00		
Engineering (CIP)	18105	12/21/17	Garver, LLC	\$ 1,017.92	PSA Design of Cook Lane and E-W Collector Project	Project in progress. Estimated completion Spring 2021.
	18105	12/21/17	Garver, LLC	\$ 1,440.00		
	18105	12/21/17	Garver, LLC	\$ 2,880.00		
	18105	12/21/17	Garver, LLC	\$ 600.00		
Parks Admin (CIP)	18106	12/27/17	BW2 Engineers, Inc.	\$ 1,650.00	PSA Whitley Place Trail Extension Project	Project in progress. Estimated completion Winter 2021.
	18106	12/27/17	BW2 Engineers, Inc.	\$ 6,500.00		
	18106	12/27/17	BW2 Engineers, Inc.	\$ 900.00		
	18106	12/27/17	BW2 Engineers, Inc.	\$ 1,700.00		
	18106	12/27/17	BW2 Engineers, Inc.	\$ 750.00		
	18106	12/27/17	BW2 Engineers, Inc.	\$ 1,500.00		
Parks Admin (CIP)	18152	03/01/18	Half Associates	\$ 1,400.00	PSA US 380 Green Ribbon Landscape Design Project	Project in progress. Estimated completion Summer 2021.
	18152	03/01/18	Half Associates	\$ 2,500.00		
	18152	03/01/18	Half Associates	\$ 4,315.00		
	18152	03/01/18	Half Associates	\$ 4,315.00		
	18152	03/01/18	Half Associates	\$ 1,320.00		
	18152	03/01/18	Half Associates	\$ 500.00		
Engineering (CIP)	18201	05/16/18	Wier & Associates, Inc.	\$ 8,000.00	PSA Old Town Drainage - Broadway & Church Retention Pond Improvements Project 1718-DR	Project in progress. Estimated completion Spring 2021.
	18201	05/16/18	Wier & Associates, Inc.	\$ 6,000.00		
Engineering (CIP)	18225	06/29/18	RKM Utility Services	\$ 216,032.28	Bid No. 2018-75-B Paving and Drainage Improvements, Prosper Trail (Kroger - Coit)	Roll to review and close-out project.
	18225	06/29/18	RKM Utility Services	\$ 15,750.00		
	18225	06/29/18	RKM Utility Services	\$ 20,030.00		
	18225	06/29/18	RKM Utility Services	\$ 7,939.89		
	18225	06/29/18	RKM Utility Services	\$ (26,818.45)		
	18225	06/29/18	RKM Utility Services	\$ (166,400.00)		
	18225	06/29/18	RKM Utility Services	\$ 5,500.00		
	18225	06/29/18	RKM Utility Services	\$ 14,700.00		
Engineering (CIP)	18248	08/17/18	BGE, Inc.	\$ 3,000.00	PSA Victory Way (N. Coleman to Frontier Parkway) Project 1823-ST	Project in progress. Estimated completion Winter 2021.
	18248	08/17/18	BGE, Inc.	\$ 5,000.00		
	18248	08/17/18	BGE, Inc.	\$ 678.52		
	18248	08/17/18	BGE, Inc.	\$ 20.00		
	18248	08/17/18	BGE, Inc.	\$ 188.62		

Police Department (CIP)	18260	08/28/18	Brown Reynolds Watford Arch.	\$ 981,198.56	PSA Police Station and Dispatch Facility	Roll to pay final invoice.
	18260	08/28/18	Brown Reynolds Watford Arch.	\$ 30,751.46		
Engineering (CIP)	18270	09/06/18	Spiars Engineering, Inc.	\$ 4,564.33	PSA Fishtrap Road and Teel Parkway Intersection Improvements Project 1824-ST	Roll to pay final invoice.
Parks Admin (CIP)	19026	10/11/18	Parkhill, Smith & Cooper, Inc.	\$ 283.57	PSA Hays Park Project 1802-PK	Project in progress. Estimated completion Spring 2021.
Engineering (CIP)	19093	12/01/18	Freese & Nichols	\$ 43,232.65	PSA Custer Road Pipeline and Meter Vault Relocations Project	Project under construction (10% complete). Will remain open until project is constructed and as-builts are required to be completed by engineer.
	19093	12/01/18	Freese & Nichols	\$ 5,300.00		
Engineering (CIP)	19130	01/03/19	Landmark Structures I, LP	\$ 720,248.00	Bid No. 2019-04-B Construction of Fishtrap 2.5 MG Elevated Storage Tank	Project to be complete by January 2021. 95% complete.
Engineering (CIP)	19204	03/27/19	Harris Kocher Smith	\$ 760.00	PSA Cook Lane Extension Project 1708-ST	Awaiting final invoice.
	19204	03/27/19	Harris Kocher Smith	\$ 380.00		
	19204	03/27/19	Harris Kocher Smith	\$ 1,380.00		
Engineering	19216	04/04/19	Lee Engineering	\$ -	PSA Prosper Quiet Zone & Railroad Grade Separation Preliminary Design Services Project 1925-TR)	Project in progress. Projects 95% complete.
	19216	04/04/19	Lee Engineering	\$ -		
	19216	04/04/19	Lee Engineering	\$ -		
	19216	04/04/19	Lee Engineering	\$ -		
	19216	04/04/19	Lee Engineering	\$ 1,045.00		
	19216	04/04/19	Lee Engineering	\$ 3,485.00		
	19216	04/04/19	Lee Engineering	\$ 3,485.00		
	19216	04/04/19	Lee Engineering	\$ 867.50		
	19216	04/04/19	Lee Engineering	\$ 867.49		
Engineering (CIP)	19246	05/22/19	McKee Utility Contractors, Inc	\$ 2,073,979.73	Bid No. 2019-52-B Lower Pressure Water Line	Project in progress. 99% complete.
	19246	05/22/19	McKee Utility Contractors, Inc	\$ 1,227.00		
	19246	05/22/19	McKee Utility Contractors, Inc	\$ 17,003.00		
	19246	05/22/19	McKee Utility Contractors, Inc	\$ 3,811.00		
	19246	05/22/19	McKee Utility Contractors, Inc	\$ 19,641.00		
	19246	05/22/19	McKee Utility Contractors, Inc	\$ 24,000.00		
	19246	05/22/19	McKee Utility Contractors, Inc	\$ 8,350.00		
	19246	05/22/19	McKee Utility Contractors, Inc	\$ 49,407.00		
Police Department (CIP)	19254	05/30/19	Pogue Construction Co., LP	\$ 287,200.52	CMAR Services for Police Station and Dispatch Facility	Roll to pay final invoice.
Engineering (CIP)	19256	05/30/19	Stantec Consulting Services	\$ 1,600.00	PSA Traffic Signal Design at Teel Parkway and Fishtrap Road Project 1928-TR	Roll to pay final invoice.
	19256	05/30/19	Stantec Consulting Services	\$ 4,872.00		
Police Department (CIP)	19257	05/30/19	Alliance Geotechnical Group	\$ 10,920.00	Geotechnical services for Police Station and Dispatch Facility	Roll forward to close-out project.
	19257	05/30/19	Alliance Geotechnical Group	\$ 3,077.75		
	19257	05/30/19	Alliance Geotechnical Group	\$ 9,335.00		
	19257	05/30/19	Alliance Geotechnical Group	\$ 10,279.65		
	19257	05/30/19	Alliance Geotechnical Group	\$ 15,862.60		
	19257	05/30/19	Alliance Geotechnical Group	\$ 14,480.00		
Engineering (CIP)	19268	06/06/19	Teague Nall and Perkins Inc	\$ 19,200.00	PSA Improvements to Fishtrap Road (Segments 1 & 4) and Schematic Design of Fistrap Road (Elementary to DNT) Project 1923-ST	Project in progress. Segment 1 complete; Segment 4 Design 95% complete.
	19268	06/06/19	Teague Nall and Perkins Inc	\$ 8,500.00		
	19268	06/06/19	Teague Nall and Perkins Inc	\$ 15,000.00		
	19268	06/06/19	Teague Nall and Perkins Inc	\$ 23,000.00		
	19268	06/06/19	Teague Nall and Perkins Inc	\$ 1,500.00		
Streets	19278	06/21/19	DDM Construction Corporation	\$ 15,201.30	Bid No. 2019-49-B East Fifth Street, North Street, Lanes Street, and Related Water Lines	Roll forward to close-out project.
	19278	06/21/19	DDM Construction Corporation	\$ 4,190.00		
	19278	06/21/19	DDM Construction Corporation	\$ (11,040.90)		
	19278	06/21/19	DDM Construction Corporation	\$ (4,190.00)		



Parks Admin (Grants)	19293	07/22/19	Blais & Associates, Inc.	\$ 740.00	Grant Management Services for Texas Parks and Wildlife Department Non-Urban Outdoor Recreation Grant - Whitley Place Park Trail Extension and Amenities	Project in progress. Estimated completion Winter 2021.
	19293	07/22/19	Blais & Associates, Inc.	\$ 935.00		
	19293	07/22/19	Blais & Associates, Inc.	\$ 1,260.00		
	19293	07/22/19	Blais & Associates, Inc.	\$ 3,360.00		
	19293	07/22/19	Blais & Associates, Inc.	\$ 840.00		
Parks Admin (CIP)	19293	07/22/19	Blais & Associates, Inc.	\$ 150.00		
	19301	07/25/19	Half Associates	\$ 1,512.50	PSA Citywide Trails Master Plan Project 1910-PK	Project in progress. 95% complete.
	19301	07/25/19	Half Associates	\$ 62.50		
19301	07/25/19	Half Associates	\$ 1,019.40			
Engineering	19302	07/25/19	RLK Engineering, Inc.	\$ 1,200.00	PSA Coit Road at US 380 Turn Lane Project	Roll forward and re-establish under US 380 Coit Road/Right Turn Lane Proj
	19302	07/25/19	RLK Engineering, Inc.	\$ 400.00		
Engineering (CIP)	19313	08/21/19	Freese & Nichols	\$ 21,738.48	PSA Lower Pressure Plane Pump Station and Pipeline Phase 2 Project 1501-WA	Project in progress. Estimated completion Summer 2023.
	19313	08/21/19	Freese & Nichols	\$ 147,900.00		
	19313	08/21/19	Freese & Nichols	\$ 46,900.00		
	19313	08/21/19	Freese & Nichols	\$ 193,400.00		
	19313	08/21/19	Freese & Nichols	\$ 32,317.19		
	19313	08/21/19	Freese & Nichols	\$ 34,100.00		
	19313	08/21/19	Freese & Nichols	\$ 20,300.00		
	19313	08/21/19	Freese & Nichols	\$ 5,179.37		
	19313	08/21/19	Freese & Nichols	\$ 24,841.35		
Engineering (CIP)	19330	09/13/19	Roadway Solutions Inc.	\$ 1,445.34	Bid No. 2019-59-B Traffic Signal Installation: Coit Road at E. First Street	Roll to pay 2021 invoice (final).
	19330	09/13/19	Roadway Solutions Inc.	\$ 18,054.66		
Police Department (CIP)	20048	10/25/19	Motorola Solutions, Inc.	\$ 219,093.00	Communications equipment for new Police Station and Dispatch Facility	Roll to pay 2021 invoice (final).
	20048	10/25/19	Motorola Solutions, Inc.	\$ (25,937.00)		
	20048	10/25/19	Motorola Solutions, Inc.	\$ (13,011.00)		
Police Department (CIP)	20090	11/06/19	Engineered Air Balance Co, Inc	\$ 4,000.00	Commissioning services of HVAC, service hot water, and lighting control systems	Roll forward to complete services. (new Police Station and Dispatch Facility)
Public Works	20146	12/19/19	Aclara Technologies LLC	\$ 20,000.00	Aclara ACE Software Set-Up and Integration	Project in progress. ACE consumer engagement portal set to go live in Winter 2021. Currently upgrading customer meters that are not read hourly and project will be completed.
	20146	12/19/19	Aclara Technologies LLC	\$ 3,500.00		
	20146	12/19/19	Aclara Technologies LLC	\$ 5,000.00		
	20146	12/19/19	Aclara Technologies LLC	\$ 10,000.00		
	20146	12/19/19	Aclara Technologies LLC	\$ 10,400.00		
	20146	12/19/19	Aclara Technologies LLC	\$ 800.00		
	20146	12/19/19	Aclara Technologies LLC	\$ 4,000.00		
	20146	12/19/19	Aclara Technologies LLC	\$ 1,200.00		
Engineering (CIP)	20172	01/24/20	Stantec Consulting Services	\$ 5,150.00	PSA Traffic Signal Design at Coit Road and Richland Blvd Project #2005-TR	Project in progress. Estimated completion Spring 2021.
	20172	01/24/20	Stantec Consulting Services	\$ 1,600.00		
Parks Admin (CIP)	20174	01/28/20	Studio 13 Design Group, PLLC	\$ 900.00	PSA Whitley Place Trail Powerline Easement Project #1926-PK	Project in progress. Estimated completion Winter 2021.
	20174	01/28/20	Studio 13 Design Group, PLLC	\$ 50.00		
	20174	01/28/20	Studio 13 Design Group, PLLC	\$ 3,725.00		
	20174	01/28/20	Studio 13 Design Group, PLLC	\$ 50.00		
Police Department (CIP)	20184	02/13/20	Joe Goddard Enterprises LLC	\$ 4,000.00	Installation of new antenna at Police Station and Dispatch Facility	Roll to pay 2021 invoice (final).
Engineering (CIP)	20186	02/14/20	Mario Sinacola & Sons Excavate	\$ 5,825.55	CSP No. 2020-30-B Fishtrap Road and Teel Parkway Intersection Improvements	Project in progress. Project 98% complete.
Engineering (CIP)	20191	02/20/20	Teague Nall and Perkins Inc	\$ 24,000.00	PSA Improvements to Fistrap Road from Stuber Elementary to DNT Project #2012-ST	Project in progress. Estimated completion Fall 2022.
	20191	02/20/20	Teague Nall and Perkins Inc	\$ 29,375.00		
	20191	02/20/20	Teague Nall and Perkins Inc	\$ 540.00		
	20191	02/20/20	Teague Nall and Perkins Inc	\$ 383,400.00		
	20191	02/20/20	Teague Nall and Perkins Inc	\$ 7,500.00		
	20191	02/20/20	Teague Nall and Perkins Inc	\$ 35,000.00		
Engineering (CIP)	20192	02/20/20	Teague Nall and Perkins Inc	\$ 29,000.00	PSA Improvements to 1st Street from Coit Rd. to Custer Rd. Project #2014-ST)	Project in progress. Estimated 75% complete.
	20192	02/20/20	Teague Nall and Perkins Inc	\$ 32,025.00		
	20192	02/20/20	Teague Nall and Perkins Inc	\$ 2,000.00		
	20192	02/20/20	Teague Nall and Perkins Inc	\$ 442,750.00		
	20192	02/20/20	Teague Nall and Perkins Inc	\$ 45,000.00		
	20192	02/20/20	Teague Nall and Perkins Inc	\$ 27,000.00		
Public Works	20198	02/26/20	Core & Main LP	\$ 94,441.30	Blanket PO for Meter Purchases	Due to shipping delays, items received after October 1st. Roll to pay final invoices.
Engineering (CIP)	20202	03/05/20	City of Frisco	\$ 4,505.00	Median Maintenance & Improvements on US Highway 380 from Lovers Lane to Custer Road	Roll to pay 2021 invoice (final).
	20202	03/05/20	City of Frisco	\$ 287,053.68		

Police Department (CIP)	20204	03/05/20	Promaxima Manufacturing, LLC	\$ 418.00	Public Safety Complex FFE	Roll to pay 2021 invoice (final).
Engineering (CIP)	20205	03/06/20	Maldonado-Burkett, LLP	\$ 3,140.00	PSA Traffic Signal Design at Fishtrap Road and Gee Road Project #2004-TR	Project in progress. Estimated completion Spring 2021.
	20205	03/06/20	Maldonado-Burkett, LLP	\$ 1,685.00		
	20205	03/06/20	Maldonado-Burkett, LLP	\$ 500.00		
Police Department (Grants)	20213	03/17/20	Blais & Associates, Inc.	\$ 952.43	Professional Services JAG Grant Application Approval	Grant awarded October 2020. Roll to pay 2021 invoice (final).
Parks Admin (CIP)	20220	03/20/20	Central North Construction LLC	\$ 43,420.83	Turf Irrigation System - Add 28 spray zones and mainline	Project completed. Roll to pay 2021 invoice (final).
	20220	03/20/20	Central North Construction LLC	\$ 2,400.00		
	20220	03/20/20	Central North Construction LLC	\$ 3,114.10		
Public Works	20223	03/20/20	Control Specialist Services	\$ 10,732.50	Inspection of HSP Units 1, 2, and 3 Custer.	Pump 1 completed; Pumps 2 & 3 in progress.
	20223	03/20/20	Control Specialist Services	\$ 3,813.50		
Finance	20226	03/26/20	Sciens, LLC	\$ 19,300.00	ERP System Selection Consultant	Project in progress. Selection of software underway.
Public Works (CIP)	20241	04/16/20	DHS Automation	\$ 11,300.00	Water Supply Line Phase I	Project completed. Roll to pay 2021 invoice (final).
Parks Admin (CIP)	20246	05/01/20	Schrickel, Rollins and	\$ 22,490.00	PSA Hays Park Project 1802-PK	Project in progress. Estimated completion Spring 2021.
	20246	05/01/20	Schrickel, Rollins and	\$ 250.00		
	20246	05/01/20	Schrickel, Rollins and	\$ 750.00		
	20246	05/01/20	Schrickel, Rollins and	\$ 1,500.00		
Engineering (CIP)	20253	05/11/20	McMahon Contracting LP	\$ 1,035,259.10	Bid No. 2020-41-B Victory Way Project	Project in progress. Estimated completion Winter 2021.
	20253	05/11/20	McMahon Contracting LP	\$ 22,174.56		
Engineering (CIP)	20254	05/11/20	Durable Specialties, Inc	\$ 40,820.00	CSP No. 2020-54-B Fishtrap Road and Teel Parkway Traffic Signal	Project completed. Roll to pay 2021 invoice (final).
	20254	05/11/20	Durable Specialties, Inc	\$ 3,365.00		
Police Department (CIP)	20255	05/11/20	Crosspoint Communications, Inc	\$ 157.97	Communications equipment for new Police Station and Dispatch Facility	Project completed. Roll to pay 2021 invoice (final).
	20255	05/11/20	Crosspoint Communications, Inc	\$ 534.00		
	20255	05/11/20	Crosspoint Communications, Inc	\$ 42.85		
	20255	05/11/20	Crosspoint Communications, Inc	\$ 25.65		
	20255	05/11/20	Crosspoint Communications, Inc	\$ 788.00		
	20255	05/11/20	Crosspoint Communications, Inc	\$ 34.64		
	20255	05/11/20	Crosspoint Communications, Inc	\$ 34.64		
	20255	05/11/20	Crosspoint Communications, Inc	\$ 50.30		
	20255	05/11/20	Crosspoint Communications, Inc	\$ 15.16		
	20255	05/11/20	Crosspoint Communications, Inc	\$ 3.10		
	20255	05/11/20	Crosspoint Communications, Inc	\$ 241.41		
	20255	05/11/20	Crosspoint Communications, Inc	\$ 6,177.43		
Engineering (CIP)	20259	05/20/20	Kimley-Horn and Associates	\$ 500.00	PSA West Prosper Roads, Segment A Gee Road Landscape Architecture Project #2020-ST	Project in progress. Estimated completion Winter 2021.
	20259	05/20/20	Kimley-Horn and Associates	\$ 555.00		
	20259	05/20/20	Kimley-Horn and Associates	\$ 1,400.00		
	20259	05/20/20	Kimley-Horn and Associates	\$ 4,000.00		
	20259	05/20/20	Kimley-Horn and Associates	\$ 700.00		
Engineering (CIP)	20264	05/28/20	Hayden Consultants, Inc	\$ 8,495.00	PSA Teel (US 380 Intersection Improvements) Project #2013-ST	Project in progress. Design 60% complete.
	20264	05/28/20	Hayden Consultants, Inc	\$ 26,254.00		
	20264	05/28/20	Hayden Consultants, Inc	\$ 17,020.00		
	20264	05/28/20	Hayden Consultants, Inc	\$ 400.00		
	20264	05/28/20	Hayden Consultants, Inc	\$ 350.00		
	20264	05/28/20	Hayden Consultants, Inc	\$ 800.00		
	20264	05/28/20	Hayden Consultants, Inc	\$ 448.08		
20264	05/28/20	Hayden Consultants, Inc	\$ 250.00			
Engineering (CIP)	20271	06/18/20	TDC2, LLC	\$ 72,719.60	CSP No. 2020-39-B Underground Fiber Optic Cable Installation	Project completed. Roll to pay 2021 invoice (final).

Engineering (CIP)	20272	06/19/20	Garver, LLC	\$ 225,516.28	PSA First Street from Dallas North Tollway to Coleman Street Project #1512-ST	Project in progress. Design 70% complete.
	20272	06/19/20	Garver, LLC	\$ 51,687.00		
	20272	06/19/20	Garver, LLC	\$ 4,117.92		
	20272	06/19/20	Garver, LLC	\$ 11,171.00		
	20272	06/19/20	Garver, LLC	\$ 30,752.00		
	20272	06/19/20	Garver, LLC	\$ 60,663.00		
	20272	06/19/20	Garver, LLC	\$ 5,924.00		
	20272	06/19/20	Garver, LLC	\$ 3,898.00		
	20272	06/19/20	Garver, LLC	\$ 31,056.00		
	20272	06/19/20	Garver, LLC	\$ 20,690.00		
	20272	06/19/20	Garver, LLC	\$ 38,976.00		
	20272	06/19/20	Garver, LLC	\$ 32,256.00		
	20272	06/19/20	Garver, LLC	\$ 8,120.00		
	20272	06/19/20	Garver, LLC	\$ 15,680.00		
	20272	06/19/20	Garver, LLC	\$ 2,000.00		
20272	06/19/20	Garver, LLC	\$ 2,500.00			
Police Department	20274	06/19/20	GT Distributors, Inc.	\$ 1,865.88	New hire rifles and related equipment.	Shipping was delayed. Order is now complete. Roll to pay 2021 invoice (final).
Police Department	20276	06/19/20	GT Distributors, Inc.	\$ 932.94	SRT rifles and related equipment.	Shipping was delayed. Roll to pay 2021 invoice, with two items still outstanding.
	20276	06/19/20	GT Distributors, Inc.	\$ 77.92		
	20276	06/19/20	GT Distributors, Inc.	\$ 161.12		
Engineering	20278	06/22/20	Lee Engineering, LLC	\$ 13,566.98	PSA On Call Traffic Engineering Services Project	Project is 50% complete.
Parks Admin (CIP)	20281	06/23/20	Dunaway Associates, LP	\$ 1,710.00	PSA Pecan Grove Park Phase 2 Project #2015-PK	Project in progress. Estimated completion Winter 2021.
	20281	06/23/20	Dunaway Associates, LP	\$ 11,700.00		
	20281	06/23/20	Dunaway Associates, LP	\$ 21,060.00		
	20281	06/23/20	Dunaway Associates, LP	\$ 700.00		
	20281	06/23/20	Dunaway Associates, LP	\$ 3,980.00		
	20281	06/23/20	Dunaway Associates, LP	\$ 3,000.00		
	20281	06/23/20	Dunaway Associates, LP	\$ 1,000.00		
Engineering (CIP)	20282	06/24/20	Consolidated Traffic Controls	\$ 9,597.00	Purchase of traffic signal equipment for Temporary Traffic Signal at Fishtrap & Gee Road and Permanent Traffic Signal at Coit Road & Richland Blvd.	Order completed. Roll to pay 2021 invoice (final).
	20282	06/24/20	Consolidated Traffic Controls	\$ 12,468.00		
	20282	06/24/20	Consolidated Traffic Controls	\$ 14,288.00		
	20282	06/24/20	Consolidated Traffic Controls	\$ 1,888.00		
	20282	06/24/20	Consolidated Traffic Controls	\$ 180.00		
	20282	06/24/20	Consolidated Traffic Controls	\$ 7,144.00		
Engineering (CIP)	20283	06/25/20	Consolidated Traffic Controls	\$ 13,277.00	Purchase of traffic signal equipment for Temporary Traffic Signal at Fishtrap & Gee Road and Permanent Traffic Signal at Coit Road & Richland Blvd.	Order completed. Roll to pay 2021 invoice (final).
	20283	06/25/20	Consolidated Traffic Controls	\$ 456.00		
	20283	06/25/20	Consolidated Traffic Controls	\$ 24,816.00		
	20283	06/25/20	Consolidated Traffic Controls	\$ 51,204.00		
	20283	06/25/20	Consolidated Traffic Controls	\$ 11,208.00		
	20283	06/25/20	Consolidated Traffic Controls	\$ 520.00		
	20283	06/25/20	Consolidated Traffic Controls	\$ 104.00		
	20283	06/25/20	Consolidated Traffic Controls	\$ 764.00		
	20283	06/25/20	Consolidated Traffic Controls	\$ 1,666.65		
	20283	06/25/20	Consolidated Traffic Controls	\$ 356.00		
Engineering (CIP)	20284	06/25/20	Ratliff Hardscape, Ltd	\$ 7,265.63	CSP No. 2020-58-B Decorative Monument Signs - Prosper Trail at Coit Road	Project completed. Roll to pay 2021 invoice (final).
Town Manager's Office	20287	07/06/20	Ceptara, LLC	\$ 2,400.00	Lean Training/Coaching	Training will be completed in 2021. Roll forward per Chuck.
	20287	07/06/20	Ceptara, LLC	\$ 2,400.00		
	20287	07/06/20	Ceptara, LLC	\$ 1,000.00		
	20287	07/06/20	Ceptara, LLC	\$ 1,000.00		
Engineering	20289	07/07/20	Accelerated Critical Path, Inc	\$ 117,517.88	1613-DR Old Town Drainage 1718-DR Old Town Regional Retention (Broadway Design & Construction)	Projects in progress. 1613-DR Construction 75% complete. 1718-DR Construction 75% complete.
	20289	07/07/20	Accelerated Critical Path, Inc	\$ 334,595.00		
	20289	07/07/20	Accelerated Critical Path, Inc	\$ 92,699.60		
	20289	07/07/20	Accelerated Critical Path, Inc	\$ 206,824.60		
	20289	07/07/20	Accelerated Critical Path, Inc	\$ 7,300.40		
	20289	07/07/20	Accelerated Critical Path, Inc	\$ 1,761.00		

Purchasing (CARES)	20290	07/13/20	Office Depot, Inc.	\$ 1,282.78	CARES Act 35-36: Reconfiguration of Court and UB areas for social distancing.	Order completed. Roll to pay 2021 invoice (final).
Parks Admin (CIP)	20294	07/14/20	Ratliff Hardscape, Ltd	\$ 413,921.78	CSP No. 2020-34-B Whitley Place Trail Extension	Project in progress. Estimated completion Winter 2021.
Fire Department	20305	07/23/20	DronesPlus Dallas	\$ 2,992.50	Purchase of drone and related equipment.	Order completed. Roll to pay 2021 invoice (final).
	20305	07/23/20	DronesPlus Dallas	\$ 359.10		
	20305	07/23/20	DronesPlus Dallas	\$ 94.05		
	20305	07/23/20	DronesPlus Dallas	\$ 711.55		
Engineering (Grants)	20311	08/03/20	Blais & Associates, Inc.	\$ 14,080.00	Economic Development Construction Grant PWEAA FY 2020	Project in progress. Awaiting grant award letter. Roll to pay 2021 invoice.
Parks Admin (CIP)	20320	08/05/20	Spiars Engineering, Inc.	\$ 2,800.00	Topographic Survey of Hays Park	Services completed. Roll to pay 2021 invoice (final).
Public Works	20322	08/07/20	Roadway Solutions Inc.	\$ 4,200.00	Boring and installation services.	Project completed. Roll to pay 2021 invoice (final).
	20322	08/07/20	Roadway Solutions Inc.	\$ 1,225.00		
	20322	08/07/20	Roadway Solutions Inc.	\$ 550.00		
Dispatch	20330	08/11/20	Motorola Solutions, Inc.	\$ 1,420.76	Astro System Essentials Monthly Fee	This PO was issued for previous years' payments. No receipts to date. Department to turn in invoices in 2021 for payment.
	20330	08/11/20	Motorola Solutions, Inc.	\$ 1,420.76		
	20330	08/11/20	Motorola Solutions, Inc.	\$ 1,420.76		
	20330	08/11/20	Motorola Solutions, Inc.	\$ 1,420.76		
	20330	08/11/20	Motorola Solutions, Inc.	\$ 1,420.76		
	20330	08/11/20	Motorola Solutions, Inc.	\$ 1,420.76		
	20330	08/11/20	Motorola Solutions, Inc.	\$ 1,420.76		
	20330	08/11/20	Motorola Solutions, Inc.	\$ 1,420.76		
	20330	08/11/20	Motorola Solutions, Inc.	\$ 1,420.76		
	20330	08/11/20	Motorola Solutions, Inc.	\$ 1,420.76		
	20330	08/11/20	Motorola Solutions, Inc.	\$ 1,420.76		
	20330	08/11/20	Motorola Solutions, Inc.	\$ 1,420.78		
Human Resources	20334	08/24/20	Justice Research Consultants	\$ 2,875.00	Employee and Recruiting Assessment	Project in progress. Estimated completion Winter 2021.
	20334	08/24/20	Justice Research Consultants	\$ 2,875.00		
Engineering (CIP)	20336	08/24/20	Wilson Contractor Serv, LLC	\$ 3,454,363.33	Bid No. 2020-62-B Custer Road Pump Station Meter Vault Relocation Project	Project in progress. Estimated completion Spring 2021.
	20336	08/24/21	Wilson Contractor Serv, LLC	\$ 20,036.00		
Engineering (CIP)	20340	08/26/20	Mario Sinacola & Sons Excavate	\$ 5,236,331.05	Bid No. 2020-75-B Prosper Trail - Coit Rd to Custer Rd 2-Lanes (CIP No. 2008-ST)	Project in progress. Estimated completion Summer 2021.
Purchasing (CARES)	20341	08/26/20	Pogue Construction Co., LP	\$ 451,239.58	CARES Act 25-27: Third floor finish-out for social distancing.	Project completed. Roll to pay 2021 invoice (final).
Purchasing (CARES)	20342	08/26/20	Vanguard Modular Building	\$ 58,731.00	CARES Act 48: Public Works modular building for social distancing	Project completed. Roll to pay 2021 invoice (final).
	20342	08/26/20	Vanguard Modular Building	\$ 12,878.00		
	20342	08/26/20	Vanguard Modular Building	\$ 12,996.00		
	20342	08/26/20	Vanguard Modular Building	\$ 2,272.00		
Library	20343	08/26/20	Library Interiors of Texas LLC	\$ 3,624.00	Construct book storage area for Library	Project completed. Roll to pay 2021 invoice (final).
	20343	08/26/20	Library Interiors of Texas LLC	\$ 906.00		
	20343	08/26/20	Library Interiors of Texas LLC	\$ 1,432.50		
Purchasing (CARES)	20346	08/28/20	Office Depot, Inc.	\$ 17,566.05	CARES Act 25: IT furniture for social distancing	Project completed. Roll to pay 2021 invoice (final).
	20346	08/28/20	Office Depot, Inc.	\$ 1,166.34		
Purchasing (CARES)	20347	08/28/20	Office Depot, Inc.	\$ 20,623.56	CARES Act 26: Finance/HR furniture for social distancing	Project completed. Roll to pay 2021 invoice (final).
	20347	08/28/20	Office Depot, Inc.	\$ 1,166.34		
Purchasing (CARES)	20348	08/28/20	Office Depot, Inc.	\$ 14,155.24	CARES Act 27: Communications furniture for social distancing	Project completed. Roll to pay 2021 invoice (final).
	20348	08/28/20	Office Depot, Inc.	\$ 1,555.12		
Police Department	20350	09/01/20	Applied Concepts, inc.	\$ 3,810.00	Radar and related equipment	Order completed. Roll to pay 2021 invoice (final).
	20350	09/01/20	Applied Concepts, inc.	\$ 17.50		
Purchasing (CARES)	20359	09/10/20	Integrated Computer Systems	\$ 6,500.00	CARES Act 29: Computer equipment for EOC	Order completed. Roll to pay 2021 invoice (final).
	20359	09/10/20	Integrated Computer Systems	\$ 53,200.00		
	20359	09/10/20	Integrated Computer Systems	\$ 3,120.00		
	20359	09/10/20	Integrated Computer Systems	\$ 900.00		
	20359	09/10/20	Integrated Computer Systems	\$ (30,000.00)		
Dispatch	20366	09/15/20	Vista Com	\$ 10,208.00	Eventide Recorder Upgrade	Order completed. Roll to pay 2021 invoice (final).
	20366	09/15/20	Vista Com	\$ 3,350.00		
	20366	09/15/20	Vista Com	\$ 1,475.00		
	20366	09/15/20	Vista Com	\$ 2,246.00		
	20366	09/15/20	Vista Com	\$ 2,526.00		
	20366	09/15/20	Vista Com	\$ 1,329.00		
	20366	09/15/20	Vista Com	\$ (500.00)		

Police Department (CIP)	20367	09/16/20	Air Science USA LLC	\$ 7,598.00	Public Safety Complex	Project in progress. Roll to pay 2021 invoice (final).
	20367	09/16/20	Air Science USA LLC	\$ 812.00		
Police Department (CIP)	20368	09/16/20	Integrated Computer Systems	\$ 3,910.00	Property and Evidence Software	Project in progress. Roll to pay 2021 invoice (final).
	20368	09/16/20	Integrated Computer Systems	\$ 850.00		
	20368	09/16/20	Integrated Computer Systems	\$ 195.00		
Police Department (CIP)	20371	09/18/20	Move Solutions, Ltd	\$ 623.00	Moving services to relocate PD personnel and equipment	Services completed. Roll to pay 2021 invoice (final).
	20371	09/18/20	Move Solutions, Ltd	\$ 590.00		
	20371	09/18/20	Move Solutions, Ltd	\$ 3,645.00		
	20371	09/18/20	Move Solutions, Ltd	\$ 721.50		
	20371	09/18/20	Move Solutions, Ltd	\$ 187.00		
Engineering (CIP)	20375	09/29/20	Garver, LLC	\$ 24,867.00	PSA Frontier Park/Lakes of Prosper Drainage Channel Project #2003-DR	Project in progress. Awarded and PO issued September 2020.
	20375	09/29/20	Garver, LLC	\$ 38,940.00		
	20375	09/29/20	Garver, LLC	\$ 13,050.00		
	20375	09/29/20	Garver, LLC	\$ 12,529.00		
	20375	09/29/20	Garver, LLC	\$ 1,778.00		
	20375	09/29/20	Garver, LLC	\$ 3,747.00		
	20375	09/29/20	Garver, LLC	\$ 2,426.00		
	20375	09/29/20	Garver, LLC	\$ 2,663.00		
<b>TOTAL 2019-2020 ENCUMBRANCES</b>				<b>\$ 20,140,001.24</b>		

OPERATING ACCOUNTS	
100-5210-10-02	\$ 1,555.12
100-5210-10-03	\$ 1,166.34
100-5210-10-05	\$ 1,166.34
100-5212-50-05	\$ 5,962.50
100-5214-20-01	\$ 1,171.98
100-5410-10-99	\$ 952.43
100-5410-60-01	\$ 7,285.00
100-5410-98-01	\$ 13,566.98
100-5410-98-01-1831-ST	\$ 4,352.50
100-5410-98-01-1832-ST	\$ 5,397.49
100-5480-10-99	\$ 19,300.00
100-5480-20-05	\$ 17,049.14
100-5480-50-01	\$ 11,735.40
100-5620-20-01	\$ 5,693.38
100-6140-20-05	\$ 20,634.00
100-7000-10-99	\$ 6,275.00
<b>TOTAL GENERAL</b>	<b>\$ 123,263.60</b>
200-5419-10-08	\$ 16,400.00
200-5480-10-08	\$ 38,500.00
200-5480-50-02	\$ 10,732.50
200-5480-50-03	\$ 3,813.50
200-5545-50-02	\$ 94,441.30
200-7000-10-99	\$ 20,355.00
<b>TOTAL WATER/SEWER</b>	<b>\$ 184,242.30</b>
450-5410-98-02-2003-DR	\$ 100,000.00
<b>TOTAL STORM DRAINAGE UTILITY</b>	<b>\$ 100,000.00</b>
670-5206-10-00	\$ 4,157.20
<b>TOTAL FIRE SPECIAL REVENUE DONATIONS</b>	<b>\$ 4,157.20</b>
<b>TOTAL OPERATING ACCOUNTS</b>	<b>\$ 411,663.10</b>
CARES ACT FUND	
675-5220-10-00-2019-EM	\$ 53,627.63
675-5418-10-00-2019-EM	\$ 33,720.00
675-6110-10-00-2019-EM	\$ 538,116.58
<b>TOTAL CARES ACT</b>	<b>\$ 625,464.21</b>
<b>TOTAL CARES ACT</b>	<b>\$ 625,464.21</b>

<b>MULTI-YEAR ACCOUNTS</b>	
620-5410-60-00-1910-PK	\$ 2,594.40
620-6610-60-00-1801-PK	\$ 425,421.78
620-6610-60-00-1802-PK	\$ 28,073.57
<b>TOTAL PARK IMPROVEMENTS FEES</b>	<b>\$ 456,089.75</b>
630-6610-50-00-1715-WA	\$ 244.02
630-6610-50-00-1716-WA	\$ 54,418.72
<b>TOTAL WATER IMPACT FEES</b>	<b>\$ 54,662.74</b>
660-6610-50-00-1710-ST	\$ 364,754.50
660-6610-50-00-2005-TR	\$ 111,121.65
<b>TOTAL E THOROUGHFARE IMPACT FEES</b>	<b>\$ 475,876.15</b>
680-5410-50-00-2013-ST	\$ 54,017.08
680-6610-50-00-1708-ST	\$ 8,457.92
680-6610-50-00-1928-TR	\$ 40,820.00
680-6610-50-00-2004-TR	\$ 50,890.00
<b>TOTAL W THOROUGHFARE IMPACT FEES</b>	<b>\$ 154,185.00</b>
750-5410-10-00-1512-ST	\$ 545,007.20
750-5410-10-00-1813-PK	\$ 14,350.00
750-5410-10-00-1823-ST	\$ 8,887.14
750-5410-10-00-1824-ST	\$ 4,564.33
750-5410-10-00-1923-ST	\$ 67,200.00
750-5410-10-00-1928-TR	\$ 6,472.00
750-5410-10-00-2012-ST	\$ 479,815.00
750-5410-10-00-2014-ST	\$ 577,775.00
750-5410-10-00-2015-PK	\$ 43,150.00
750-6610-10-00-1507-ST	\$ 7,155.00
750-6610-10-00-1511-ST	\$ 100,252.35
750-6610-10-00-1713-FC	\$ 1,079,905.02
750-6610-10-00-1801-PK	\$ 2,125.00
750-6610-10-00-1818-PK	\$ 48,934.93
750-6610-10-00-1823-ST	\$ 1,057,433.66
750-6610-10-00-1824-ST	\$ 5,825.55
750-6610-10-00-1827-TR	\$ 291,558.68
750-6610-10-00-1905-FC	\$ 287,200.52
750-6610-10-00-1906-FC	\$ 284,519.25
750-6610-10-00-1909-TR	\$ 19,500.00
750-6610-10-00-1926-PK	\$ 4,725.00
750-6610-10-00-1928-TR	\$ 3,365.00
750-6610-10-00-2008-ST	\$ 5,246,879.08
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$ 10,186,599.71</b>
760-6610-10-00-1501-WA	\$ 526,676.39
760-6610-10-00-1613-DR	\$ 328,242.48
760-6610-10-00-1715-WA	\$ 738,535.00
760-6610-10-00-1716-WA	\$ 2,208,718.73
760-6610-10-00-1718-DR	\$ 350,356.00
760-6610-10-00-1902-WA	\$ 3,522,931.98
760-6610-10-00-1903-WWW	\$ 100,000.00
<b>TOTAL CAPITAL PROJECTS - WATER/SEWER</b>	<b>\$ 7,775,460.58</b>
<b>TOTAL MULTI-YEAR ACCOUNTS</b>	<b>\$ 19,102,873.93</b>
<b>GRAND TOTAL</b>	<b>\$ 20,140,001.24</b>

## FINANCE



**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 – January 12, 2021**

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**Agenda Item:**

Consider and act upon a resolution expressing official intent to reimburse costs of Town capital improvement program projects that may be funded with proceeds of bonds or other obligations, if those costs are paid prior to the issuance of such bonds or obligations. **(BP)**

**Description of Agenda Item:**

The attached resolution allows the Town to pay for the projects listed in the Fiscal Year 2020-2021 Amended CIP, which is also on this meeting's agenda. This includes costs associated with the design, planning, acquisition and construction of certain public safety facilities (\$18,000,000), parks and recreational facilities (\$2,200,000) and streets, roads, bridges and intersections (\$19,800,000). These are the first projects planned to be funded from the 2020 Bond Election. Federal law requires that the reimbursement resolution be approved for the full amount currently planned to be issued in the fiscal year regardless of whether the contracts will be let prior to issuance. The Town does not plan to enter into contracts for the construction of Central Fire Station (\$16,400,000) or for the construction of Fishtrap Road (Elem - DNT) (\$17,300,000) prior to the issuance of the bonds. A reimbursement resolution (Resolution No. 2020-76) was passed October 13, 2020, covering the planned issuance of Certificates of Obligation in the amount of \$10,000,000.

**Budget Impact:**

The reimbursement resolution itself has no budget impact; repayment of the expenditures will be reimbursed after the bonds are issued. Initial funding for the work will come from the Capital Projects Fund.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P. and Dan Culver of McCall, Parkhurst and Horton, the Town's bond counsel, have reviewed the resolution as to form and legality.

**Attached Documents:**

1. Resolution

2. Fiscal Year 2020-2021 Amended CIP (proposed)

**Town Staff Recommendation:**

Town staff recommends the Town Council approve the reimbursement resolution.

**Proposed Motion:**

I move to approve the resolution expressing official intent to reimburse costs of Town capital improvement program projects that may be funded with proceeds of bonds or other obligations, if those costs are paid prior to the issuance of such bonds or other obligations.



**TOWN OF PROSPER, TEXAS****RESOLUTION NO. 2021-****RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF PROJECTS APPROVED BY TOWN VOTERS IN THE NOVEMBER 3, 2020 BOND ELECTION; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Prosper, Texas (the "Issuer"), is a duly created governmental body of the State of Texas; and

**WHEREAS**, at an election the Issuer held on November 3, 2020, the voters of the Town approved the issuance of up to \$210,000,000 under three propositions for the design, planning, acquisition and construction of certain public safety facilities, parks and recreational facilities and streets, roads, bridges and intersections in the Issuer (such voted purposes are collectively, the "Bond Projects"); and

**WHEREAS**, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the Bond Projects prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Project; and

**WHEREAS**, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Bond Projects.

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

**SECTION 1**

All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**SECTION 2**

The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$40,000,000 for the purpose of paying the costs of the Bond Projects.

**SECTION 3**

All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than eighteen (18) months after the later of (1) the date the expenditures are paid, or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

**SECTION 4**

The foregoing notwithstanding, no Obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

**SECTION 5**

The foregoing Sections 3 and 4 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after eighteen (18) months of the date the original expenditure is made.

**SECTION 6**

To evidence the adoption of this Resolution on this, the 12th day of January, 2021, by the Town Council of the Issuer, the signatures of the Town Secretary and Mayor are set forth below.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS 12TH DAY OF JANUARY, 2021.**

\_\_\_\_\_  
Ray Smith, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Lee, Town Secretary

**Summary of Capital Improvement Program - 01/12 FINAL  
General Fund Projects**

Item 11.

Index	Street Projects	Prior Years	Unissued Debt Schedule					Total Cost	Other Sources	Funding Sources			Issued 2019-2020	Unissued Debt Schedule					Index			
			2020-2021	2021-2022	2022-2023	2023-2024	2024-2025			2025-2030	Issued Debt Authorized	Unissued Debt GO		Unissued Debt CO	2020-2021	2021-2022	2022-2023	2023-2024		2024-2025	2025-2030	
01	1836-ST DNT Southbound Frontage Road	17,000,000							17,000,000	x												
02	1511-ST Prosper Trail (Kroger - Coit): (Design)	305,000							305,000	A												
03	1511-ST Prosper Trail (Kroger - Coit): (Construction)	4,564,055							4,564,055	A,D,K	98,209											
04	1512-ST First Street (DNT - Coleman): (Design)	2,786,567							2,786,567	A,D	346,652											
05	1512-ST First Street (DNT - Coleman): (Land/Esmt)							1,225,000	1,225,000				1,225,000								1,225,000	
06	1512-ST First Street (DNT - Coleman): (Construction)							13,300,000	13,300,000				13,300,000									13,300,000
07	1507-ST West Prosper Road Improvements, Segment D: (Construction)	3,404,618							3,404,618		3,404,618											
08	1708-ST E-W Collector (Cook Lane - DNT); design done w/ Cook Lane	1,455,000							1,455,000	A	80,000											
09	1820-ST First Street/DNT Intersection Improvements: (Design)	137,000							137,000	D												
10	1820-ST First Street/DNT Intersection Improvements: (Construction)	1,329,338							1,329,338	A,Z												
11	1823-ST Victory Way (Coleman - Frontier) - 2 lanes: (Design)	300,000							300,000	D	50,000											
12	1823-ST Victory Way (Coleman - Frontier) - 2 lanes: (Construction)	2,200,000							2,200,000		2,200,000											
13	1709-ST Prosper Trail (Coit - Custer) - 4 lanes: (Design)	810,000							810,000	A												
14	2008-ST Prosper Trail (Coit - Custer) - 2 lanes: (Construction)	6,422,068							6,422,068	D,K	300,000		4,750,000	4,750,000								
15	1825-ST Coleman (Rogers MS - Turn Lane): (Design & Construction)	375,000							375,000	D												
16	1819-ST Coleman Street (at Prosper HS): (Design & Construction)	876,591							876,591	C,K,Z												
17	1923-ST Fishtrap (Segments 1, 4); (Elem to DNT) schematic: (Design)	778,900							778,900	D												
18	2009-ST Fishtrap, Segment 1 (Teel - Middle School): (Construction)	1,470,000							1,470,000		280,000		1,190,000	1,190,000								
19	1932-ST Coit Road and US 380 (SB Right Turn Lane): (Design)	6,300							6,300	A,D												
20	1932-ST Coit Road and US 380 (SB Right Turn Lane): (Construction)	200,000							200,000	A,Z	52,951											
21	1830-ST Prosper Trail/DNT Intersection Improvements: (Design)	88,000							88,000	A,D												
22	1830-ST Prosper Trail/DNT Intersection Improvements: (Construction)	2,000,000							2,000,000		400,000		1,600,000	1,600,000								
23	1824-ST Fishtrap (Teel Intersection Improvements): (Design)	150,000							150,000	D												
24	1824-ST Fishtrap (Teel Intersection Improvements): (Construction)	1,400,000							1,400,000		1,400,000											
25	1708-ST Cook Lane (First - End): (Design)	150,000							150,000	A												
26	1708-ST Cook Lane (First - End): (Construction)	3,500,000							3,500,000		600,000		2,900,000	2,900,000								
27	2014-ST First Street (Coit - Custer) - 4 lanes: (Design)	1,085,000							1,085,000				1,085,000	1,085,000								
28	2014-ST First Street (Coit - Custer) - 4 lanes: (Land/Esmt)		800,000	1,600,000					2,400,000						800,000	1,600,000						
29	2014-ST First Street (Coit - Custer) - 4 lanes: (Construction)			11,600,000	7,000,000				18,600,000													
30	2010-ST Fishtrap (Teel - Gee Road): (Design)	400,000							400,000	C						11,600,000	7,000,000					
31	2010-ST Fishtrap (Teel - Gee Road): (Construction)					6,025,000			6,025,000										6,025,000			
32	2011-ST Gee Road (Fishtrap - Windsong Retail): (Design)	250,000							250,000	C												
33	2011-ST Gee Road (Fishtrap - Windsong Retail): (Land/Esmt)							30,000	30,000				30,000								30,000	
34	2011-ST Gee Road (Fishtrap - Windsong Retail): (Construction)							3,520,000	3,520,000												3,520,000	
35	2012-ST Fishtrap (Elem - DNT) - 4 lanes: (Design)	951,800							951,800	A,D,K			651,800	651,800								
36	2012-ST Fishtrap (Elem - DNT) - 4 lanes: (Land/Esmt)		1,700,000						1,700,000						1,700,000							
37	2012-ST Fishtrap (Elem - DNT) - 4 lanes: (Construction)		17,300,000						17,300,000						17,300,000							
38	1710-ST Coit Road (First - Frontier) - 4 lanes: (Design)	1,289,900							1,289,900	A,X												
39	1710-ST Coit Road (First - Frontier) - 4 lanes: (Land/Esmt)				800,000				800,000								800,000					
40	1710-ST Coit Road (First - Frontier) - 4 lanes: (Construction)							19,850,000	19,850,000												19,850,000	
41	2013-ST Teel (US 380 Intersection Improvements): (Design)	100,000							100,000	A,K												
42	1307-ST Frontier Parkway (DNT - Preston Road)	3,650,000	29,912,496						33,562,496	A,X	0		5,750,000		5,750,000							
43	1805-ST FM 2478 (US 380 - FM 1461)	391,869	57,000,000						57,391,869	A,K,X												
44	1934-ST DNT Overpass at US380	80,970,000		9,030,000					90,000,000	D,J,X			6,030,000			6,030,000						
45	2017-ST Fishtrap, Segment 4 (Middle - Elem) - 4 lanes: (Construction)		2,750,000						2,750,000						2,750,000							
46	1936-ST US 380 (US 377 - Denton County Line)		178,105,000						178,105,000	D,X												
47	1938-ST FM 1461 (SH 289 - CR 165)		175,000	175,000	175,000	45,190,870			45,715,870	A,X												
48	1933-ST Fishtrap (Segment 2) - PISD reimbursement			1,164,000					1,164,000				1,164,000				1,164,000					
49	Craig Street (Preston - Fifth): (Design)			300,000					300,000							300,000						
50	Craig Street (Preston - Fifth): (Land/Esmt)			150,000					150,000							150,000						
51	Craig Street (Preston - Fifth): (Construction)							2,250,000	2,250,000												2,250,000	
52	1937-ST DNT Main Lane (US 380 - FM 428)			35,000,000		315,000,000			350,000,000	X												
53	Legacy (Prairie - Fishtrap) - 4 lanes: (Design)							850,000	850,000												850,000	
54	Legacy (Prairie - Fishtrap) - 4 lanes: (Land/Esmt)							575,000	575,000												575,000	
55	Legacy (Prairie - Fishtrap) - 4 lanes: (Construction)							6,800,000	6,800,000												6,800,000	
56	Parvin (FM 1385 - Legacy): (Design)				800,000			950,000	1,750,000								800,000				950,000	
57	Parvin (FM 1385 - Legacy): (Land/Esmt)							2,000,000	2,000,000												2,000,000	
58	Parvin (FM 1385 - Legacy): (Construction)							13,550,000	13,550,000												13,550,000	
59	Teel (US 380 - Fishtrap) - 2 NB lanes: (Design)							900,000	900,000												900,000	
60	Teel (US 380 - Fishtrap) - 2 NB lanes: (Land/Esmt)							2,000,000	2,000,000												2,000,000	
61	Teel (US 380 - Fishtrap) - 2 NB lanes: (Construction)							4,300,000	4,300,000												4,300,000	
62	Prosper Trail (Coit - Custer) - 2 WB lanes: (Design)							200,000	200,000												200,000	
63	Prosper Trail (Coit - Custer) - 2 WB lanes: (Land/Esmt)							300,000	300,000												300,000	
64	Prosper Trail (Coit - Custer) - 2 WB lanes: (Construction)							12,550,000	12,550,000												12,550,000	
65	Coleman (Gorgeous - Prosper Trail) - 4 lanes: (Design)							450,000	450,000												450,000	
66	Coleman (Gorgeous - Prosper Trail) - 4 lanes: (Land/Esmt)							250,000	250,000												250,000	
67	Coleman (Gorgeous - Prosper Trail) - 4 lanes: (Construction)							4,800,000	4,800,000												4,800,000	
68	Coleman (Prosper Trail - Propser HS) - 2 SB lanes: (Design)							300,000	300,000												300,000	
69	Coleman (Prosper Trail - Propser HS) - 2 SB lanes: (Land/Esmt)							375,000	375,000												375,000	
70	Coleman (Prosper Trail - Propser HS) - 2 SB lanes: (Construction)							2,625,000	2,625,000												2,625,000	
71	Legacy (Fishtrap - Prosper Trail) - 2 SB lanes: (Design)							450,000	450,000												450,000	
72	Legacy (Fishtrap - Prosper Trail) - 2 SB lanes: (Land/Esmt)							50,000	50,000												50,000	
73	Legacy (Fishtrap - Prosper Trail) - 2 SB lanes: (Construction)							6,000,000	6,000,000												6,000,000	
	<b>Subtotal</b>	<b>140,797,007</b>	<b>287,742,496</b>	<b>59,019,000</b>	<b>8,775,000</b>	<b>366,215,870</b>	<b>0</b>	<b>100,450,000</b>	<b>962,999,373</b>	<b>777,391,143</b>	<b>9,212,429</b>	<b>148,525,000</b>	<b>27,870,800</b>	<b>12,176,800</b>	<b>28,300,000</b>	<b>20,844,000</b>	<b>8,600,000</b>	<b>6,025,000</b>	<b>0</b>	<b>100,450,000</b>		
	<b>Design</b>	9,588,467	0	300,000	800,000	0	0	4,100,000	14,788,467					CO Bond Debt	8,500,000	7,194,000	0	0	0	0		
	<b>Construction</b>	28,190,462	49,962,496	12,764,000	7,000,000	6,025,000	0	89,545,000	193,486,958					GO Bond Debt	19,800,000	13,650,000	8,600,000	6,025,000	0	100,450,000		
	<b>Design &amp; Construction</b>	103,018,078	235,280,000	44,205,000	175,000	360,190,870	0	0	742,868,948													
	<b>Land/Easements</b>	0	2,500,000	1,750,000																		



**Summary of Capital Improvement Program - 01/12 FINAL  
General Fund Projects**

Item 11.

Index	Facility Projects		Prior Years	Funding Sources						Total Cost	Funding Sources Other Sources	Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO	Issued 2019-2020	Unissued Debt Schedule						Index
				2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030							2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030	
01	1713-FC	Police Station and Dispatch - Professional Services	1,644,696							1,644,696	31,293	1,613,403										01
02	1904-FC	Police Station and Dispatch - Development Costs	550,000							550,000		550,000										02
03	1905-FC	Police Station and Dispatch - Construction	12,645,804							12,645,804	1,435,000	11,210,804										03
04	1906-FC	Police Station and Dispatch - Furniture, Fixtures, and Equipment	1,165,000							1,165,000	1,165,000											04
05	2102-FC	Radio Tower for Communications		500,000						500,000			500,000									05
06		Central Fire Station (Design)		1,600,000						1,600,000		1,600,000			1,600,000							06
07		Central Fire Station (Construction)		16,400,000						16,400,000		16,400,000			16,400,000							07
08		Fire Station #4 (Design)			600,000					600,000		600,000										08
09		Fire Station #4 (Construction)						5,400,000		5,400,000		5,400,000								5,400,000		09
10		Public Safety Training Facility, Phase 1 (Design)							600,000	600,000		600,000									600,000	10
11		Public Safety Training Facility, Phase 1 (Construction)							5,400,000	5,400,000		5,400,000									5,400,000	11
<b>Subtotal</b>			<b>16,005,500</b>	<b>18,500,000</b>	<b>0</b>	<b>600,000</b>	<b>0</b>	<b>5,400,000</b>	<b>6,000,000</b>	<b>46,505,500</b>	<b>2,631,293</b>	<b>13,374,207</b>	<b>30,000,000</b>	<b>500,000</b>	<b>0</b>	<b>18,500,000</b>	<b>0</b>	<b>600,000</b>	<b>0</b>	<b>5,400,000</b>	<b>6,000,000</b>	
<b>Design</b>			2,194,696	1,600,000	0	600,000	0	0	600,000	4,994,696					CO Bond Debt	500,000	0	0	0	0	0	0
<b>Construction</b>			13,810,804	16,400,000	0	0	0	5,400,000	5,400,000	41,010,804					GO Bond Debt	18,000,000	0	600,000	0	5,400,000	6,000,000	
<b>Design &amp; Construction</b>			0	500,000	0	0	0	0	0	500,000												
<b>Land/Easements</b>			0	0	0	0	0	0	0	0												

Grand Total General Fund			166,008,907	311,851,996	63,594,000	10,175,000	372,065,870	12,525,000	119,120,000	1,055,340,773	793,856,336 #REF!	23,113,637	210,000,000	28,370,800	12,176,800	49,000,000	23,674,000	10,000,000	11,875,000	12,525,000	119,120,000
<b>Design</b>			12,318,763	1,995,000	1,550,000	1,400,000	50,000	0	5,965,000	23,278,763					CO Bond Debt	9,000,000	7,194,000	0	0	0	0
<b>Construction</b>			49,424,139	71,326,996	14,889,000	7,000,000	11,825,000	12,525,000	104,450,000	271,440,135					GO Bond Debt	40,000,000	16,480,000	10,000,000	11,875,000	12,525,000	119,120,000
<b>Design &amp; Construction</b>			104,266,005	236,030,000	45,405,000	975,000	360,190,870	0	1,900,000	748,766,875											
<b>Land/Easements</b>			0	2,500,000	1,750,000	800,000	0	0	6,805,000	11,855,000											

- ## Design
- ## Construction
- ## Design & Construction

Description Codes - Other Sources					
A	Impact Fees	D	General Fund	G	Park Development Fund
B	Grant and Interlocal Funds	E	Water / Wastewater Fund	H	TIRZ #1
C	Developer Agreements	F	Stormwater Drainage Fund	J	TIRZ #2
				K	Escrows
				X	Non-Cash Contributions
				Z	Other Sources (See Detail)

**Summary of Capital Improvement Program - 01/12 FINAL  
Enterprise Fund Projects**

Item 11.

Index	Water Projects	Prior Years	Funding Sources						Total Cost	Other Sources	Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO	Issued 2019-2020	Unissued Debt Schedule						Index			
			2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030							2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030				
01	1902-WA Custer Road Meter Station and WL Relocations: (Design)	359,225							359,225	E													01	
02	1902-WA Custer Road Meter Station and WL Relocations: (Land/Easements)	53,244							53,244	E														02
03	1902-WA Custer Road Meter Station and WL Relocations: (Construction)	3,454,363							3,454,363	E														03
04	1715-WA Fishtrap 2.5 MG Elevated Storage Tank: (Design)	343,987							343,987	A														04
05	1715-WA Fishtrap 2.5 MG Elevated Storage Tank: (Construction)	6,089,713							6,089,713	A	2,965,000													05
06	1716-WA LPP Water Line Phase 1a & 1b: (Design)	829,850							829,850	A														06
07	1716-WA LPP Water Line Phase 1a & 1b: (Construction)	10,658,200							10,658,200	A	10,483,200													07
08	1716-WA LPP Water Line Phase 1 Easement Costs	1,691,500							1,691,500	A	1,691,500													08
09	1501-WA LPP Pump Station and LPP WL Phase 2: (Design)	1,585,100							1,585,100	A	1,308,019													09
10	1501-WA LPP Pump Station and LPP WL Phase 2: (Construction)			15,200,000					15,200,000	A			11,200,000			5,600,000	5,600,000							10
11	1810-WA LPP Water Line Phase 2 Easement Costs		1,000,000						1,000,000	A														11
12	1708-WA E-W Collector (Cook Lane - DNT) Water Line: (Construction)	295,775							295,775	E	6,025													12
13	1708-WA Cook Lane (First - End): (Construction)	400,000							400,000	E														13
14	LPP Future Expansion (2026): (Design)							1,400,000	1,400,000														1,400,000	14
15	LPP Future Expansion (2026): (Construction)							12,600,000	12,600,000				12,600,000										12,600,000	15
16	1930-WA Broadway (Parvin-Craig): (Construction)	150,000							150,000	E														16
<b>Subtotal</b>		<b>25,910,957</b>	<b>1,000,000</b>	<b>15,200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,000,000</b>	<b>56,110,957</b>	<b>14,475,500</b>	<b>16,453,744</b>	<b>0</b>	<b>25,200,000</b>	<b>0</b>	<b>0</b>	<b>5,600,000</b>	<b>5,600,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,000,000</b>		

<b>Design</b>	3,118,162	0	0	0	0	0	0	1,400,000	4,518,162														
<b>Construction</b>	21,048,051	0	15,200,000	0	0	0	0	12,600,000	48,848,051														
<b>Design &amp; Construction</b>	0	0	0	0	0	0	0	0	0														
<b>Land/Easements</b>	1,744,744	1,000,000	0	0	0	0	0	0	2,744,744														

Index	Wastewater Projects	Prior Years	Funding Sources						Total Cost	Other Sources	Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO	Issued 2019-2020	Unissued Debt Schedule						Index			
			2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030							2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030				
01	1903-WW Church / Parvin Wastewater Reconstruction: (Construction)	100,000							100,000	E														01
02	2103-WW Doe Branch Parallel Interceptor (2021): (Design)			500,000					500,000															02
03	2103-WW Doe Branch Parallel Interceptor (2021): (Construction)			4,500,000					4,500,000				3,500,000				3,500,000							03
04	Doe Branch, Phase 3 WWTP (2025): (Design)				1,450,000			0	1,450,000	E												0	04	
05	Doe Branch, Phase 3 WWTP (2025): (Construction)				13,050,000				13,050,000				13,050,000				13,050,000							05
<b>Subtotal</b>		<b>100,000</b>	<b>0</b>	<b>5,000,000</b>	<b>14,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,600,000</b>	<b>3,050,000</b>	<b>0</b>	<b>0</b>	<b>16,550,000</b>	<b>0</b>	<b>0</b>	<b>3,500,000</b>	<b>13,050,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

<b>Design</b>	0	0	500,000	1,450,000	0	0	0	0	1,950,000														
<b>Construction</b>	100,000	0	4,500,000	13,050,000	0	0	0	0	17,650,000														
<b>Design &amp; Construction</b>	0	0	0	0	0	0	0	0	0														
<b>Land/Easements</b>	0	0	0	0	0	0	0	0	0														

Index	Drainage Projects	Prior Years	Funding Sources						Total Cost	Other Sources	Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO	Issued 2019-2020	Unissued Debt Schedule						Index			
			2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030							2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030				
01	1614-DR Coleman Street Channel Improvements: (Construction)		400,000						400,000		(0)		400,000			400,000								01
02	1613-DR Old Town Drainage - Church & Parvin: (Design)	40,000							40,000	F														02
03	1613-DR Old Town Drainage - Church & Parvin: (Construction)	460,000	215,000						675,000		675,000					215,000								03
04	1718-DR Old Town Regional Retention - Broadway: (Design)	25,000							25,000		25,000		0											04
05	1718-DR Old Town Regional Retention - Broadway: (Construction)	616,686							616,686		616,686													05
06	2024-DR Old Town Regional Retention Pond #2 - Land Acquisition		385,000						385,000				385,000			385,000								06
07	2003-DR Frontier Park/Lakes of Prosper Drainage: (Design)	100,000							100,000	F														07
08	2003-DR Frontier Park/Lakes of Prosper Drainage: (Construction)			985,000					985,000				985,000			985,000								08
<b>Subtotal</b>		<b>1,241,686</b>	<b>1,000,000</b>	<b>985,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,226,686</b>	<b>140,000</b>	<b>1,316,686</b>	<b>0</b>	<b>1,770,000</b>	<b>0</b>	<b>1,000,000</b>	<b>985,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

<b>Design</b>	165,000	0	0	0	0	0	0	0	165,000														
<b>Construction</b>	1,076,686	615,000	985,000	0	0	0	0	0	2,676,686														
<b>Design &amp; Construction</b>	0	0	0	0	0	0	0	0	0														
<b>Land/Easements</b>	0	385,000	0	0	0	0	0	0	385,000														

<b>Grand Total Enterprise Funds</b>	<b>27,252,643</b>	<b>2,000,000</b>	<b>21,185,000</b>	<b>14,500,000</b>	<b>0</b>	<b>0</b>	<b>14,000,000</b>	<b>78,937,643</b>	<b>17,665,500</b>	<b>17,770,430</b>	<b>0</b>	<b>43,520,000</b>	<b>0</b>	<b>1,000,000</b>	<b>10,085,000</b>	<b>18,650,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,000,000</b>	
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<b>Design</b>	3,283,162	0	500,000	1,450,000	0	0	1,400,000	6,633,162															
<b>Construction</b>	22,224,737	615,000	20,685,000	13,050,000	0	0	12,600,000	69,174,737															
<b>Design &amp; Construction</b>	0	0	0	0	0	0	0	0	0														
<b>Land/Easements</b>	1,744,744	1,385,000	0	0	0	0	0	3,129,744															

- ## Design
- ## Construction
- ## Design & Construction

Description Codes - Other Sources			
A	Impact Fees	D	General Fund
B	Grant and Interlocal Funds	E	Water / Wastewater Fund
C	Developer Agreements	F	Stormwater Drainage Fund
G	Park Development Fund	K	Escrows
H	TIRZ #1	X	Non-Cash Contributions
J	TIRZ #2	Z	Other Sources (See Detail)

**Summary of Capital Improvement Program - 01/12 FINAL**  
**Capital Improvement Program Summary**

Item 11.

Capital Improvement Program Summary	Prior Years							Total Cost	Funding Sources			Issued 2019-2020	Issued						
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030	Other Sources		Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2030	
General Fund	166,008,907	311,851,996	63,594,000	10,175,000	372,065,870	12,525,000	119,120,000	1,055,340,773	793,856,336	23,113,637	210,000,000	28,370,800	12,176,800	49,000,000	23,674,000	10,000,000	11,875,000	12,525,000	119,120,000
Enterprise Funds	27,252,643	2,000,000	21,185,000	14,500,000	0	0	14,000,000	78,937,643	17,665,500	17,770,430	0	43,520,000	0	1,000,000	10,085,000	18,650,000	0	0	14,000,000
<b>Grand Total Capital Improvement Program</b>	<b>193,261,550</b>	<b>313,851,996</b>	<b>84,779,000</b>	<b>24,675,000</b>	<b>372,065,870</b>	<b>12,525,000</b>	<b>133,120,000</b>	<b>1,134,278,416</b>	<b>811,521,836</b>	<b>40,884,067</b>	<b>210,000,000</b>	<b>71,890,800</b>	<b>12,176,800</b>	<b>50,000,000</b>	<b>33,759,000</b>	<b>28,650,000</b>	<b>11,875,000</b>	<b>12,525,000</b>	<b>133,120,000</b>

<b>CO Bond Debt</b>	<b>10,000,000</b>	<b>17,279,000</b>	<b>18,650,000</b>	<b>0</b>	<b>0</b>	<b>14,000,000</b>
<b>GO Bond Debt</b>	<b>40,000,000</b>	<b>16,480,000</b>	<b>10,000,000</b>	<b>11,875,000</b>	<b>12,525,000</b>	<b>119,120,000</b>

<b>Design</b>	15,601,925	1,995,000	2,050,000	2,850,000	50,000	0	7,365,000	29,911,925
<b>Construction</b>	71,648,876	71,941,996	35,574,000	20,050,000	11,825,000	12,525,000	117,050,000	340,614,872
<b>Design &amp; Construction</b>	104,266,005	236,030,000	45,405,000	975,000	360,190,870	0	1,900,000	748,766,875
<b>Land/Easements</b>	1,744,744	3,885,000	1,750,000	800,000	0	0	6,805,000	14,984,744