Prosper is a place where everyone matters.

Agenda

Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, March 09, 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.

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 February 13, 2021 Town Council Strategic Planning meeting minutes. **(ML)**

2. Consider and act upon the February 23, 2021, Town Council Minutes. **(ML)**

3. Receive the January financial report. **(BP)**

4. Consider and act upon awarding CSP No. 2021-29-B to C. Green Scaping, LP, related to construction services for the Downtown Monument Sign (1922-PK); and authorizing the Town Manager to execute a construction agreement for same. **(DR)**

5. Consider and act upon authorizing the Town Manager to execute a Third Amended Annexation Agreement between Y-C Nurseries, Inc., and the Town of Prosper, Texas, related to a wireless communication and/or support structure, on 12.4± acres, generally located north of US 380, west of Dallas Parkway. **(PC)**

6. Consider and act upon an ordinance rezoning 55.8± acres, located on the west side of Good Hope Road, south of Parvin Road, from Agricultural (A) to Planned Development-40 (PD-40), generally to incorporate tracts of land into the Windsong Ranch development. (Z20-0023). **(SI)**

7. Consider and act upon authorizing the Town Manager to execute a Second Amended Development Agreement between VP Windsong Operation, LLC and VP Windsong Investments, LLC, and the Town of Prosper, Texas, related to the Windsong Ranch development. **(SI)**

8. 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, including Denton ISD Middle School, No. 9 and Oncor Electric Substation. **(SI)**

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:

9. 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. **(RZ)**

10. Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, declaring the necessity to acquire certain properties for right-of-way and drainage easements for the construction of the Fishtrap Road (Stuber Elementary School - Dallas North Tollway) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in

compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. **(HW)**

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 review the Town Manager's performance evaluation.

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.

11. Community Engagement Committee Update **(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, March 5, 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.

TOWN OF PROSPER

Prosper is a place where everyone matters.

Minutes

Special Meeting of the
Prosper Town Council
Community Room
Prosper Town Hall
250 W. First Street, Prosper, Texas
Saturday, February 13, 2021

Call to Order/ Roll Call.

The meeting was called to order at 8:01 a.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
Robyn Battle, Executive Director of Community Services

Facilitator:
Lyle Sumek, Lyle Sumek Associates, Inc.

Call to Order/ Roll Call.

1. The Town Council will hold a strategic planning work session to discuss successes and accomplishments since the last planning work session and to prioritize future strategic goals.

Mayor Smith introduces the facilitator for this year's Strategic Planning Session, Lyle Sumek of Lyle Sumek Associates, Inc. Town Manager Harlan Jefferson briefed the Council on the Management Team Strategic Planning Session held on January 29, 2021. Mr. Sumek explained the Strategic Planning Process the Town is following, which includes input from individual Council interviews and feedback from the Management Team.

Mr. Sumek took the Council through a process to refine a 15-year Vision for the Town of Prosper, and a Mission Statement for the Town, which summarizes the guiding principles by which the Town operates. The Council discussed short-term and long-term Challenges and Opportunities the town will face over the next one to five years. Next, the Town Council reviewed a draft five-year action plan based on the five primary Goals established by Council, and Objectives related to each goal. From there, the Council prioritized actions to be taken over the next year, and for the next five years.

Mr. Sumek will compile the feedback from Council and create a draft Strategic Plan, which will be reviewed by the Management Team at a future date. The final draft will be brought forward for Council review and approval at a future meeting. No further action was taken.

DRAFT

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.

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

The Executive Session was not held.

Adjourn.

The meeting was adjourned at 3:35 p.m. on Saturday, February 13, 2021.

These minutes approved on the 23rd day of February 2021.

APPROVED:

_____

Ray Smith, Mayor

ATTEST:

_____

Melissa Lee, Town Secretary

DRAFT

Prosper is a place where everyone matters.

Minutes

Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, February 23, 2021

Call to Order/ Roll Call.

The meeting was called to order at 5:46 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
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 Jason McConnell of Prosper United Methodist 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.

Town of Prosper Emergency Management staff will offer two informational meetings for residents and businesses affected by last week's winter storm damage. Kent Bauer, Emergency Management Coordinator, and Misti Townsend with the Texas Department of Emergency Management, will provide information on state and federal assistance programs, and how to apply. Information for residents will be presented on Wednesday, February 24 at 6pm, and a

DRAFT

program for businesses will be offered on February 25 at 6:00 p.m. Meetings will be held via Zoom, and everyone is welcome. Visit the Town website and Facebook page for more information.

Registration is open for the Prosper Parks & Recreation Spring Break Sports Academy. The program includes fundamentals of golf, track and field, and other sports. Sign up at www.prosperparksandrec.org.

The Prosper Fishing Derby has been rescheduled to Saturday, March 6, from 9:00-11:00 a.m. at Frontier Park. Bring the family to the park for a day of fun, fishing, and prizes. More information is available on the Parks & Recreation Facebook page or the Town website.

The Prosper Community Library is hosting a community blood drive. The Carter BloodCare Bus will be parked at the Library on March 16 and 17 from 7:30 a.m.-6:00 p.m. Visit the Library's Facebook page to learn more about the event and to sign up online.

The Pecan Grove Park Public Input Meeting will take place during a special meeting of the Parks and Recreation Board on Wednesday, March 17, in Council Chambers. A Zoom link will be provided on the Agenda for those who wish to attend virtually.

The Mayor's Fitness Challenge continues through April 18. Residents are encouraged to walk or run at least 100 miles or bike at least 300 miles. Turn in your completed tracking sheets by April 23 to receive a free t-shirt and the opportunity to win a Fitbit.

Presentations.

1. **Recognition of members of the Town of Prosper staff for outstanding service during the recent winter storm emergency. (HJ)**

   Harlan Jefferson, Town Manager, discussed the Town of Prosper's response to a recent winter storm. Town Staff provided a warming station at the Library, water leak notifications and water shut off assistance for residents. Street crews worked overnight to sand streets and the Town's Communications staff provided Emergency Communication Updates on the Town's website and social media throughout the storm.

Discussion Items.

2. **Community Picnic Update (DR)**

   Dudley Raymond, Director of Parks and Recreation, provided an update on the Community Picnic rebranded as the BBQ and Blues Special Event to be held September 25, 2021, from 5 p.m. until 9 p.m. There will be blues musician performances, carnival rides and mobile food trucks. Mr. Raymond reviewed the expenses of the event with the Town Council totaling $32,600.

   The Town Council favored the rebranding and entertainment options presented and were in favor of adding more sponsorship opportunities for the event.

3. Employee Survey Results (JE)

James Edwards, Director of Human Resources, briefed the Town Council on the Employee Survey Results conducted by the independent research firm Polco/National Research Center. This survey was conducted to give employees a candid voice to provide their assessments of the organization. It also promotes transparency and documents organizational successes and challenges for everyone to see. About nine out of ten employees reported being satisfied with their job overall, felt positive about working for the Town, and planned on working for the Town a year from now. Further, 89% of employees would recommend working for the Town of Prosper.

The Town Council had questions on the benchmarking used with this survey, specifically if there were any local municipalities used as comparisons. Mr. Edwards responded that the comparisons were drawn from similar size municipalities across the country and locally the Town of Flower Mound was used. The Town Council discussed the frequency of the survey and the response results from Town employees.

CONSENT AGENDA:

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

4. Consider and act upon the February 9, 2021, Town Council Minutes. (ML)

6. Consider and act upon receiving the 2020 Annual Racial Profiling Report for the Prosper Police Department as required by state law. (DK)

7. Consider and act upon an Ordinance No. 2021-10 to amend Subdistrict 2 of Planned Development-67 (PD-67), on 217.8± acres, generally to modify the multifamily development standards for the Gates of Prosper, located on the southwest corner of Coleman Street and Lovers Lane. (Z20-0022). (AG)

8. Consider and act upon an Ordinance No. 2021-11 rezoning 58.1± acres, from Planned Development-86 (PD-86) to Planned Development-Single Family-15 (PD-SF-15), to allow for a Funeral Home with Crematorium and Cemetery, located on the west side of Custer Road, north of US 380. (Z20-0020). (AG)

9. Consider and act to authorize the Town Manager to execute a Development Agreement between 310 Prosper, L.P., and the Town of Prosper, Texas, related to the Prosper Funeral Home development. (AG)

10. Consider and act upon an ordinance rezoning 55.8± acres, located on the west side of Good Hope Road, south of Parvin Road, from Agricultural (A) to Planned Development-40 (PD-40), generally to incorporate tracts of land into the Windsong Ranch development. (Z20-0023). (AG)

11. Consider and act upon authorizing the Town Manager to execute a Second Amended Development Agreement between VP Windsong Operation, LLC and VP Windsong Investments, LLC, and the Town of Prosper, Texas, related to the Windsong Ranch development. (AG)

Mayor Smith removed Item 5 from the Consent Agenda.

Mayor Pro-Tem Dixon made a motion and Deputy Mayor Pro-Tem Andres seconded the motion to approve Items 4, 6-9, and to table items 10 and 11 to the March 9, 2021, Town Council Meeting.

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

5. Consider and act upon approving the purchase of one Apex Officer Pro-Training Simulator from Govred Technology, Inc., a sole source provider. (DK)

Doug Kowalski, Police Chief, began with addressing a revision to this item. Two additional user units were added to utilize a majority of the grant award, increasing the capability to 4 users at one time. This increased the original quote from $62,500 to $92,500. Chief Kowalski continued by reviewing the Apex Officer Pro-Training Simulator. The Simulator offers immersion in a 540-degree VR Environment with hundreds of possible endings.

Deputy Mayor Pro-Tem Andres questioned if the Apex Officer Pro-Training Simulator will replace the need for live training, Chief Kowalski responded that this system is used in conjunction with live training.

After discussion Mayor Pro-Tem Dixon made a motion and Councilmember Hodges seconded the motion to approve the purchase of one Apex Officer Pro-Training Simulator from Govred Technology, Inc., a sole source provider.

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

CITIZEN COMMENTS:

There were no citizen comments.

REGULAR AGENDA:

Items for Individual Consideration:

12. Consider and act upon Ordinance No. 2021-12 amending Ordinance No. 2020-71 (FY 2020-2021 Budget). (BP)

Betty Pamplin, Finance Director, discussed the amendment that includes $90,000 for the Public Safety Honor Walls and $127,660 for the Community Development Software System and Implementation Support Services.

Councilmember Miller made a motion and Deputy Mayor Pro-Tem Andres seconded the motion to approve Ordinance No. 2021-12 amending Ordinance No. 2020-71 (FY 2020-2021 Budget).

The motion passed by a vote of 7 – 0.

13. Consider and act upon authorizing the Town Manager to execute an agreement between Brown Reynolds Watford Architects (BRW) and the Town of Prosper, Texas, related to architectural and engineering design services for the Public Safety Complex, Phase 2 (Central Fire Station and Fire Administration). (SB)

Stuart Blasingame, Fire Chief, presented this item to the Town Council. On March 5, 2020, the Town Manager executed an agreement with BRW to conduct a feasibility study for the new fire station and fire administration. Staff recommended retaining the services of BRW to provide architectural and engineering design services for Public Safety Complex, Phase 2 (Central Fire Station and Fire Administration). The proposed agreement with BRW includes the architectural, structural and MEP (mechanical, electrical, and plumbing) design of the building, engineering services for the on-site improvements, interior design, necessary consultants to assist with acoustical, technology and security design, and construction administration services. The facility would be operational in Summer 2023 with the total cost for services at $1,503,100.

Councilmember Miller questioned if the design of the training facilities would be included in this agreement, Chief Blasingame responded the training facility was not included with this agreement. The Town Council discussed total staff capacities with this facility and all Town of Prosper fire stations.

After discussion Councilmember Hodges made a motion and Mayor Pro-Tem Dixon seconded the motion to approve the agreement between Brown Reynolds Watford Architects (BRW) and the Town of Prosper, Texas, related to architectural and engineering design services for the Public Safety Complex, Phase 2 (Central Fire Station and Fire Administration).

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

14. Consider and act upon awarding Bid No. 2021-30-B to Tiseo Paving Co., related to construction services for the Fishtrap Road Segment 4 Construction and Segment 1-4 Landscaping Architecture project; and authorizing the Town Manager to execute a construction agreement for same. (HW)

Hulon Webb, Engineering Services Director, provided an overview of this item. On January 28, 2021, at 3:00 PM, six bids were received for the project. The project includes the 4-lane extension of Fishtrap Road from Rushing Middle School to east of the driveway to Stuber Elementary School. The project also includes the installation of the Town of Prosper standard median landscaping, irrigation, and empty conduit for future installation of median street lighting from Teel Parkway to Stuber Elementary School. Tiseo Paving Co. was the firm ranked the highest for the project with a cost of $2,627,010.55, and time of 284 calendar days for final completion.

The Town Council discussed subgrade standards included with this bid for moisture conditioning. Mayor Pro-Tem Dixon questioned the communication between the Town of Prosper and the Prosper Independent School District regarding any possible disruptions that may occur to traffic flow. Mr. Webb confirmed there would-be coordination between the school district and the Town regarding disruptions.

After discussion, Mayor Pro-Tem Dixon made a motion and Deputy Mayor Pro-Tem Andres seconded the motion to approve Bid No. 2021-30-B to Tiseo Paving Co., related to construction services for the Fishtrap Road Segment 4 Construction and Segment 1-4 Landscaping Architecture project; and authorizing the Town Manager to execute a construction agreement for same.

The motion passed by a vote of 7 – 0.

15. 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)

Alex Glushko, Planning Manager, discussed with the Town Council the request to table this item until the March 9, 2021, Town Council meeting. The applicant is currently working on a site redesign to incorporate berms into the development.

Mayor Pro-Tem Dixon made a motion and Councilmember Ray seconded the motion to approve tabling the 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 until the March 9, 2021, Town Council Meeting.

The motion passed by a vote of 7 – 0.

16. Consider and act upon awarding CSP No. 2021-02-A to Tyler Technologies, Inc. for a Community Development System; and authorizing the Town Manager to execute documents for the same. (RZ)

17. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Sciens, LLC and the Town of Prosper, Texas, related to Phase II Project Implementation Support for the Tyler EnerGov Community Development System. (RZ)

Mayor Smith opened Items 16 and 17 concurrently.

Rebecca Zook, Executive Director of Development & Infrastructure Services, presented items 16 and 17 to the Town Council. Staff recommended awarding CSP No. 2021-02-A to Tyler Technologies, Inc. for a Community Development System and executing a Professional Services Agreement between Sciens, LLC, related to Phase II Project Implementation Support for the Tyler EnerGov Community Development System. Tyler EnerGov is a cloud-based system that will provide comprehensive, integrated Community Development System for use by internal departments and the Town's customers who develop in Prosper. The year one cost to implement this system is $427,918 with an annual cost for years 2-5 at $140,918. The implementation of Tyler EnerGov will also require a dedicated Project Management professional focusing on the technical/software application and conversion to ensure project success. As the Town does not currently have dedicated Project Management staff, it is recommended that the services of Sciens, LLC be engaged. The total cost for services is $75,160.

Councilmember Bartley inquired as to the timeframe of implementation; Mrs. Zook responded 12 months. Councilmember Ray questioned the use of a project manager in the proposed agreement with Sciens, LLC. Leigh Johnson, Director of Information Technology, discussed the need for a dedicated Project Management professional focusing on the technical/software application and conversion to ensure project success. Steven Barcey, Senior Consultant for Sciens Consulting, expanded on the need for a dedicated Project Management professional focusing on the technical/software application and conversion within the proposed project.

The Town Council discussed the adaptability of the proposed system, Craig Dixon, Senior Account Executive for Tyler Technologies, addressed the adaptability of the Community Development System.

After discussion, Councilmember Miller made a motion and Deputy Mayor Pro-Tem Andres seconded the motion awarding CSP No. 2021-02-A to Tyler Technologies, Inc. for a Community Development System; and authorizing the Town Manager to execute documents for the same.

The motion passed by a vote of 7 – 0.

Councilmember Miller made a motion and Councilmember Ray seconded the motion to authorize the Town Manager to execute a Professional Services Agreement between Sciens, LLC and the Town of Prosper, Texas, related to Phase II Project Implementation Support for the Tyler EnerGov Community Development System.

The motion passed by a vote of 7 – 0.

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 review the Town Manager's performance evaluation.

The Town Council recessed into Executive Session at 7:52 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 10:05 p.m.

Councilmember Miller made a motion and Councilmember Hodges seconded the motion to approve the First Amendment to Real Estate Sales Contract between 701/709 Stadium Drive, LLC, and Blue Star Land, L.P., and the Town of Prosper.

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

Councilmember Miller made a motion and Councilmember Hodges seconded the motion to approve the Town of Prosper, the Prosper Economic Development Corporation and Crossland Construction Company, Inc., Chapter 380 Partnership Agreement.

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

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

18. Water Bill Relief **(HJ)**

Harlan Jefferson, Town Manager, briefed the Town Council on continuing the Water Bill Relief on an annual basis, it will expire May 1, 2021. Initiated in response to the Coronavirus pandemic, the program allows for the Town to waive utility charges for residential customers due to financial hardship through an agreement with Cornerstone North Central Texas. The amount waived can be up to the amount of the average town-wide residential bill in the same month. Of the $25,000 allocated to the program, $15,349.19 remains. Mr. Jefferson requested guidance as to continue on an annual basis or not.

The Town Council requested to re-evaluate the program closer to the expiration date. Town Staff will present this item for consideration to the Town Council prior to the program's expiration on May 1, 2021.

Adjourn.

The meeting was adjourned at 10:13 p.m. on Tuesday, February 23, 2021.

These minutes approved on the 9th day of March 2021.

APPROVED:

_____

Ray Smith, Mayor

ATTEST:

_____

Melissa Lee, Town Secretary

DRAFT

TOWN OF PROSPER

Prosper is a place where everyone matters.

MONTHLY FINANCIAL REPORT
as of January 31, 2021
Budgetary Basis

Prepared by
Finance Department

March 9, 2021

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT
JANUARY 2021

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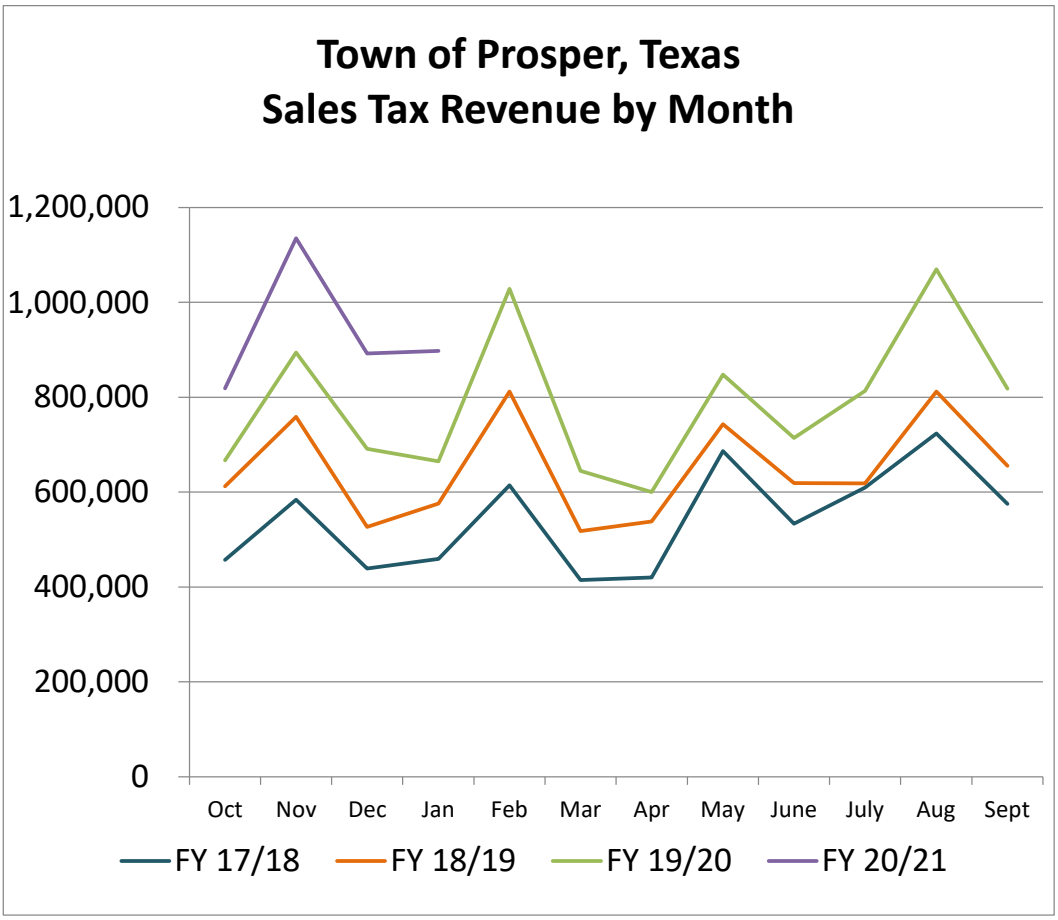
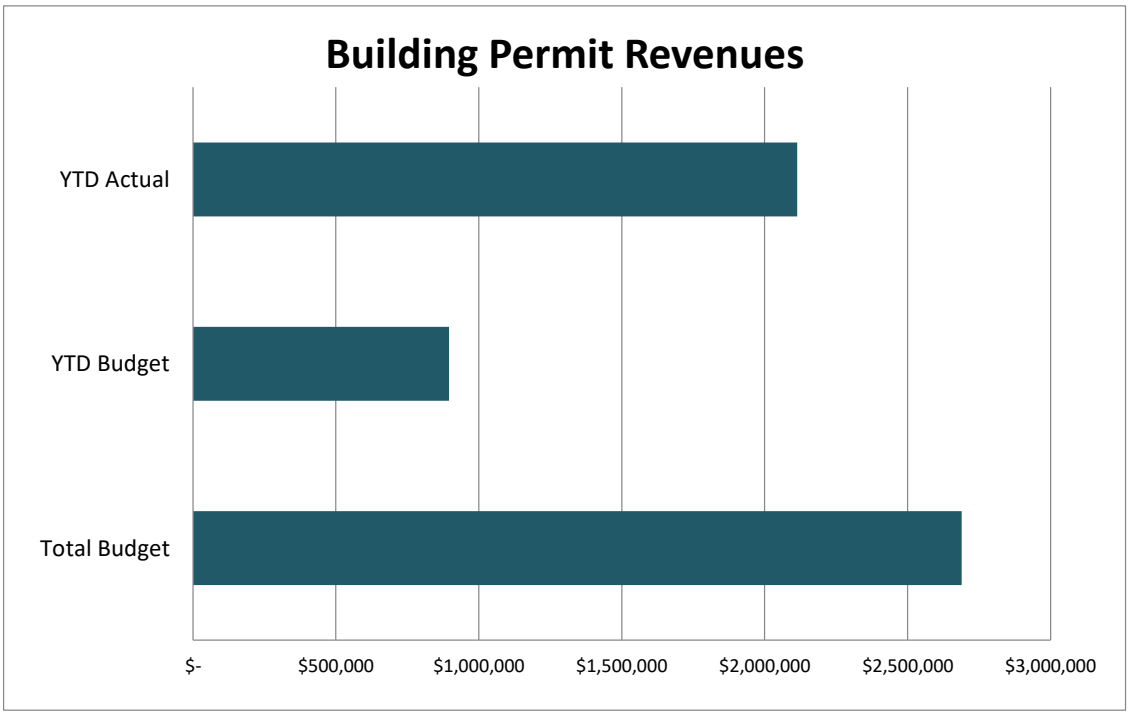
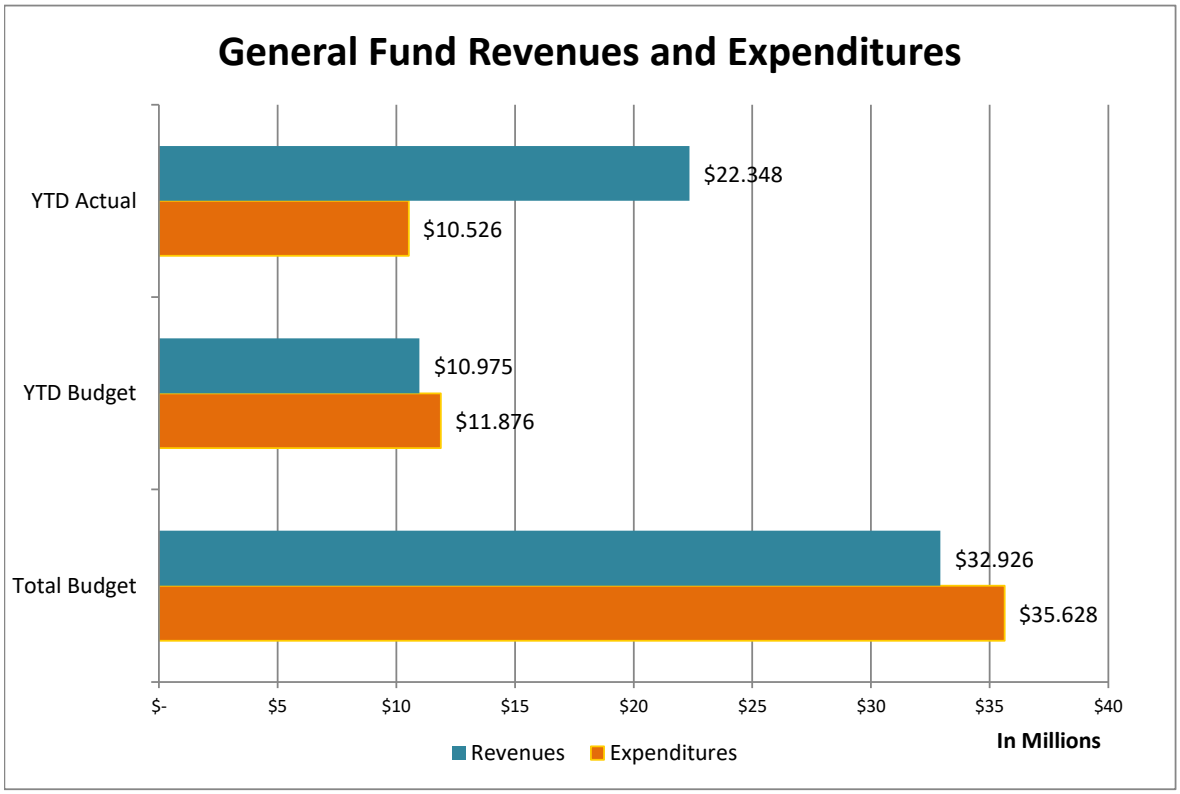
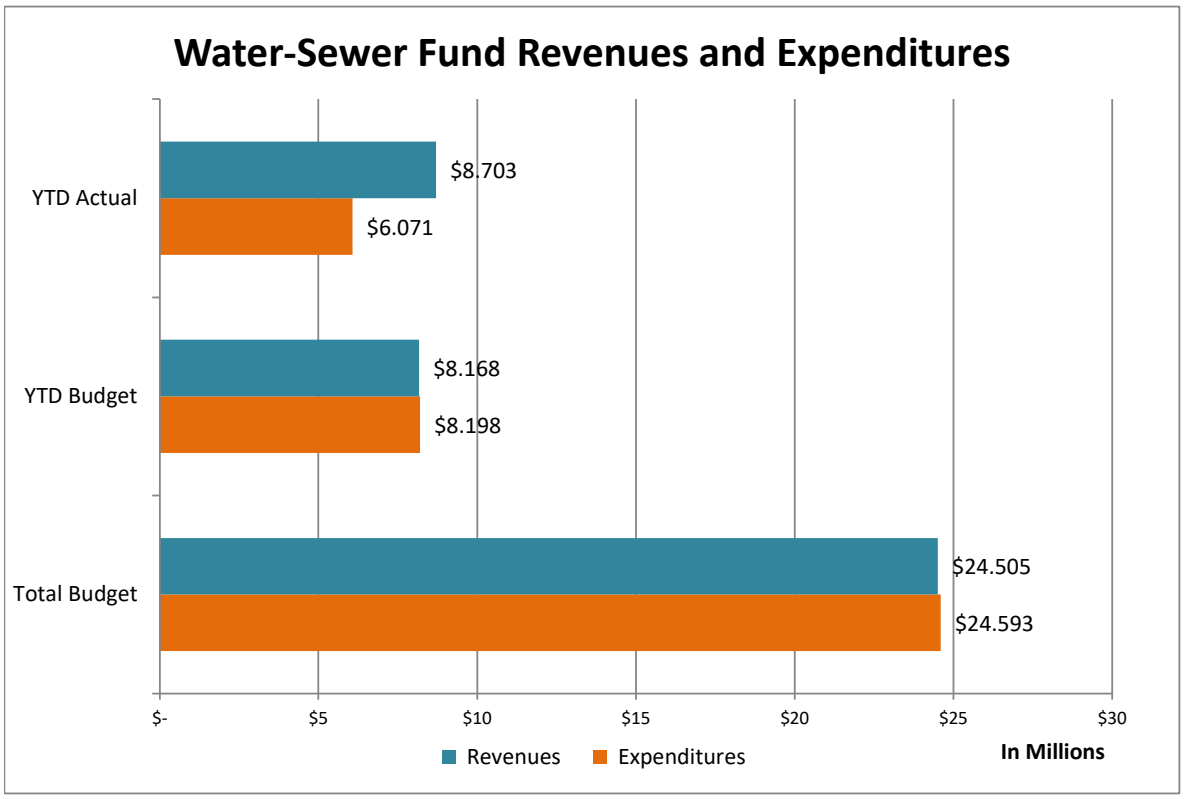

Town of Prosper, Texas
Sales Tax Revenue by Month
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
Sept
FY 17/18
FY 18/19
FY 19/20
FY 20/21


Building Permit Revenues
YTD Actual
YTD Budget
Total Budget
$-
$500,000
$1,000,000
$1,500,000
$2,000,000
$2,500,000
$3,000,000


General Fund Revenues and Expenditures
YTD Actual
$22.348
$10.526
YTD Budget
$10.975
$11.876
Total Budget
$32.926
$35.628
$-
$5
$10
$15
$20
$25
$30
$35
$40
Revenues
Expenditures
In Millions


Water-Sewer Fund Revenues and Expenditures
YTD Actual
$8.703
$6.071
YTD Budget
$8.168
$8.198
Total Budget
$24.505
$24.593
$-
$5
$10
$15
$20
$25
$30
Revenues
Expenditures
In Millions

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
January 31, 2021
Expected Year to Date Percent 33.33%

GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	$ 18,236,167	$ -	$ 18,236,167	$ 16,077,592	$ -	$ 2,158,575	88%	1	$ 14,829,104	8%
Sales Taxes	5,733,141	-	5,733,141	2,349,921	-	3,383,220	41%		1,796,139	31%
Franchise Fees	1,792,875	-	1,792,875	147,790	-	1,645,085	8%	2	293,436	-50%
Building Permits	2,561,400	-	2,689,060	2,114,043	-	575,017	79%		1,223,839	73%
Other Licenses, Fees & Permits	1,003,700	-	1,003,700	875,005	-	128,695	87%		565,172	55%
Charges for Services	842,425	-	842,425	185,858	-	656,567	22%		159,683	16%
Fines & Warrants	400,000	-	400,000	69,201	-	330,799	17%	5	128,923	-46%
Intergovernmental Revenue (Grants)	414,672	100,000	514,672	417	-	514,255	0%	3	2,318	-82%
Investment Income	85,000	-	85,000	50,363	-	34,637	59%		111,714	-55%
Transfers In	1,071,820	-	1,071,820	357,273	-	714,547	33%		329,696	8%
Miscellaneous	345,200	-	345,200	58,428	-	286,772	17%		106,915	-45%
Park Fees	212,000	-	212,000	62,530	-	149,470	29%		64,253	-3%
Total Revenues	$ 32,698,400	$ 100,000	$ 32,926,060	$ 22,348,422	$ -	$ 10,577,638	68%		$ 19,611,191	14%
EXPENDITURES										
Administration	$ 5,598,394	$ 793,415	$ 6,391,809	$ 1,708,478	$ 431,559	$ 4,251,773	33%		$ 1,674,421	2%
Police	5,997,484	144,549	6,142,033	1,436,899	200,217	4,504,917	27%	7	1,428,642	1%
Fire/EMS	7,713,465	1,956,493	9,669,958	3,927,426	297,577	5,444,955	44%	6, 7	2,282,273	72%
Public Works	3,272,379	17,698	3,290,077	476,585	541,797	2,271,694	31%	4	1,839,523	-74%
Community Services	4,605,459	7,285	4,612,744	1,507,637	201,086	2,904,021	37%		1,397,959	8%
Development Services	3,371,304	95,000	3,466,304	857,884	96,911	2,511,509	28%		815,323	5%
Engineering	2,031,806	23,317	2,055,123	610,646	40,431	1,404,045	32%		476,147	28%
Total Expenses	$ 32,590,291	$ 3,037,757	$ 35,628,048	$ 10,525,556	$ 1,809,578	$ 23,292,914	35%		$ 9,914,289	6%
REVENUE OVER (UNDER) EXPENDITURES	$ 108,109	$ (2,937,757)	$ (2,701,988)	$ 11,822,866					$ 9,696,903	
Beginning Fund Balance October 1-Unassigned/Unrestricted*			12,653,021	12,653,021					8,139,265	
Ending Fund Balance			$ 9,951,033	$ 24,475,887					$ 17,836,168	

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.

5 Court Fines & Warrant collections have been down during the COVID-19 pandemic.

6 Funds for the Quint Engine and Ambulance have been transferred to CIP (station 3).

7 Public Safety personnel expenditures are reduced by CARES funds awared in current fiscal year.

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

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WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	$ 14,203,322	$ -	$ 14,203,322	$ 4,495,154	$ -	$ 9,708,168	32%		$ 3,910,568	15%
Sewer Charges for Services	8,012,010	-	8,012,010	2,639,452	-	5,372,558	33%		2,422,416	9%
Sanitation Charges for Services	1,527,500	-	1,527,500	516,521	-	1,010,979	34%		466,749	11%
Licenses, Fees & Permits	172,500	-	172,500	75,402	-	97,098	44%		63,293	19%
Utility Billing Penalties	112,000	-	112,000	-	-	112,000	0%	1	34,682	-100%
Investment Income	55,000	-	55,000	22,265	-	32,735	40%		68,973	-68%
Other	422,361	-	422,361	953,805	-	(531,444)	226%		140,938	577%
Transfer In	-	-	-	766,027	-	(766,027)		2	-	#DIV/0!
Total Revenues	$ 24,504,693	$ -	$ 24,504,693	$ 8,702,599	$ -	$ 15,802,094	36%		$ 7,107,618	22%
EXPENDITURES										
Administration	$ 2,615,646	$ 75,255	$ 2,690,901	$ 829,402	$ 60,519	1,800,980	33%		$ 686,083	21%
Debt Service	3,701,269	-	3,701,269	-	-	3,701,269	0%		-	
Water Purchases	6,681,709	-	6,681,709	2,256,614	-	4,425,095	34%		1,301,560	73%
Public Works	11,410,264	108,987	11,519,251	2,984,738	408,465	8,126,048	29%		5,887,560	-49%
Total Expenses	$ 24,408,888	$ 184,242	$ 24,593,130	$ 6,070,754	$ 468,984	$ 18,053,392	27%		$ 7,875,203	-23%
REVENUE OVER (UNDER) EXPENDITURES	$ 95,805	$ (184,242)	$ (88,437)	$ 2,631,845					$ (767,584)	
Beginning Working Capital October 1*			7,787,022	7,787,022					7,869,816	
Ending Working Capital			$ 7,698,585	$ 10,418,867					$ 7,102,232	

Notes

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

2 Includes a transfer from CIP of the balance of funds used for the purchase of land for the future Parks/Public Works facility in FY 2019-20.

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

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WATER-SEWER FUND

	Jan-21		Jan-20		Growth %
	WATER	SEWER	WATER	SEWER	Change
# of Accts Residential	9,916	9,227	8,719	8,036	14.25%
# of Accts Commercial	369	328	318	279	16.75%
Consumption-Residential	58,838,620	51,289,304	52,261,640	49,571,024	8.15%
Consumption-Commercial	18,014,470	8,609,960	15,937,310	8,376,680	9.50%
Average Residential Water Consumption	5,934		5,994		-1.01%
Billed ($) Residential	457,636.63	511,914.57	407,615.55	472,666.76	12.27%
Billed ($) Commercial	175,159.82	85,046.69	128,994.99	82,244.30	35.79%
Total Billed ($)	$ 632,796.45	$ 596,961.26	$ 536,610.54	$ 554,911.06	12.66%

Rainfall	*Average rainfall for January is 2.13*			
	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
	Dec-19	3.00	Dec-19	1.17
	Jan-21	0.85	Jan-20	5.00

	Average Monthly	Average Cumulative
October	9.9%	9.9%
November	7.2%	17.1%
December	5.6%	22.7%
January	4.6%	27.4%
February	4.4%	31.7%
March	4.3%	36.0%
April	6.0%	42.0%
May	7.3%	49.4%
June	10.2%	59.5%
July	11.7%	71.3%
August	15.2%	86.5%
September	13.5%	100.0%

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DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	$ -	$ -	$ -	$ 56,490	$ -	$ (56,490)			$ 121,058	-53%
Property Taxes-Current	7,549,503	-	7,549,503	6,605,762	-	943,741	87%	1	6,017,925	10%
Taxes-Penalties	-	-	-	6,974	-	(6,974)			19,136	-64%
Interest Income	45,000	-	45,000	13,937	-	31,063	31%		48,311	-71%
Total Revenues	$ 7,594,503	$ -	$ 7,594,503	$ 6,683,163	$ -	$ 911,340	88%		$ 6,206,431	8%
EXPENDITURES										
Professional Services	$ -	$ -	$ -	$ -	$ -	$ -			$ -	
2012 GO Bond Payment	195,000	-	195,000	-	-	195,000	0%		-	
2013 GO Refunding Bond	170,000	-	170,000	-	-	170,000	0%		-	
Bond Administrative Fees	20,000	-	20,000	-	-	20,000	0%		-	
2014 GO Bond Payment	285,000	-	285,000	-	-	285,000	0%		-	
2015 GO Bond Payment	463,700	-	463,700	-	-	463,700	0%		-	
2015 CO Bond Payment	440,000	-	440,000	-	-	440,000	0%		-	
2016 GO Debt Payment	625,500	-	625,500	-	-	625,500	0%		-	
2016 CO Debt Payment	55,000	-	55,000	-	-	55,000	0%		-	
2017 CO Debt Payment	410,000	-	410,000	-	-	410,000	0%		-	
2018 GO Debt Payment	135,000	-	135,000	-	-	135,000	0%		-	
2018 CO Debt Payment	175,000	-	175,000	-	-	175,000	0%		-	
2019 CO Debt Payment	366,177	-	366,177	-	-	366,177	0%		-	
2019 GO Debt Payment	150,000	-	150,000	-	-	150,000	0%		-	
2020 CO Debt Payment	805,000	-	805,000	-	-	805,000	0%		-	
Bond Interest Expense	3,404,364	-	3,404,364	-	-	3,404,364	0%		-	
Total Expenditures	$ 7,699,741	$ -	$ 7,699,741	$ -	$ -	$ 7,699,741	0%		$ -	
REVENUE OVER (UNDER) EXPENDITURES	$ (105,238)	$ -	$ (105,238)	$ 6,683,163					$ 6,206,431	
Beginning Fund Balance October 1*			2,619,367	2,619,367					2,558,230	
Ending Fund Balance Current Month			$ 2,514,129	$ 9,302,530					$ 8,764,661	

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
REVENUES										
Sales Tax - Town	$ 1,564,807	$ -	$ 1,564,807	$ 613,649	$ -	$ 951,158	39%		$ 473,779	30%
Interest Income	300	-	300	212	-	88	71%		57	
Other	-	-	-	-	-	-			-	
Total Revenue	$ 1,565,107	$ -	$ 1,565,107	$ 613,860	$ -	$ 951,247	39%		$ 473,836	30%
EXPENDITURES										
Personnel	$ 1,425,708	$ -	$ 1,425,708	$ 511,322	$ -	$ 914,386	36%		$ 369,465	38%
Other	-	-	-	-	-	-			48	
Total Expenditures	$ 1,425,708	$ -	$ 1,425,708	$ 511,322	$ -	$ 914,386	36%		$ 369,514	38%
REVENUE OVER (UNDER) EXPENDITURES	$ 139,399	$ -	$ 139,399	$ 102,538					$ 104,322	
Beginning Fund Balance October 1*			257,688	257,688					-	
Ending Fund Balance Current Month			$ 397,087	$ 360,226					$ 104,322	

Notes

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

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FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES SEPCIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 1,564,807	$ -	$ 1,564,807	$ 612,758	$ -	$ 952,049	39%		$ 472,878	30%
Interest Income	-	-	-	-	-	-			-	
Other	-	-	-	-	-	-			-	
Total Revenue	$ 1,564,807	$ -	$ 1,564,807	$ 612,758	$ -	$ 952,049	39%		$ 472,878	30%
EXPENDITURES										
Personnel	$ 1,490,812	$ -	$ 1,490,812	$ 549,971	$ -	$ 940,841	37%		$ 455,076	21%
Other	-	-	-	-	-	-			48	
Total Expenditures	$ 1,490,812	$ -	$ 1,490,812	$ 549,971	$ -	$ 940,841	37%		$ 455,124	21%
REVENUE OVER (UNDER) EXPENDITURES	$ 73,995	$ -	$ 73,995	$ 62,786					$ 17,754	
Beginning Fund Balance October 1*			159,093	159,093					-	
Ending Fund Balance Current Month			$ 233,088	$ 221,879					$ 17,754	

Notes

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

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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
REVENUES										
Grant Revenue	$ -	$ -	$ -	$ -	$ -	$ -			$ -	
Other Reimbursements	139,000	-	139,000	-	-	139,000	0%	2	220	-100%
Interest Income	20,000	-	20,000	11,209	-	8,791	56%		27,582	-59%
Transfers In	1,478,505	-	1,478,505	497,456	-	981,049	34%		674,227	-26%
Total Revenue	$ 1,637,505	$ -	$ 1,637,505	$ 508,665	$ -	$ 1,128,840	31%		$ 702,029	-28%
EXPENDITURES										
Vehicle Replacement	$ 861,946	$ -	$ 861,946	$ 445,263	$ 398,925	$ 17,758	98%	1	$ 311,259	43%
Equipment Replacement	436,559	-	436,559	57,470	40,975	338,114	23%	1	-	
Technology Replacement	99,080	-	99,080	9,764	20,680	68,635	31%	1	2,566	
Total Expenditures	$ 1,397,585	$ -	$ 1,397,585	$ 512,498	$ 460,580	$ 424,508	70%		$ 313,825	
REVENUE OVER (UNDER) EXPENDITURES	$ 239,920	$ -	$ 239,920	$ (3,833)					$ 388,204	
Beginning Fund Balance October 1*			3,854,051	3,854,051					2,337,780	
Ending Fund Balance Current Month			$ 4,093,971	$ 3,850,218					$ 2,725,984	

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
REVENUES										
Storm Drainage Utility Fee	$ 705,000	$ -	$ 705,000	$ 236,454	$ -	$ 468,546	34%		$ 216,019	9%
Drainage Review Fee	6,000	-	6,000	925	-	5,075	15%	2	850	
Interest Income	4,200	-	4,200	1,759	-	2,441	42%		4,137	-57%
Other Revenue	-	-	-	-	-	-			-	
Total Revenue	$ 715,200	$ -	$ 715,200	$ 239,137	$ -	$ 476,063	33%		$ 221,006	8%
EXPENDITURES										
Personnel Services	$ 171,051	$ -	$ 171,051	$ 54,860	$ -	$ 116,191	32%		$ 55,015	0%
Debt Service	245,592	-	245,592	-	-	245,592	0%		-	
Operating Expenditures	26,700	100,000	132,783	3,613	101,418	27,752	79%	1	8,005	-55%
Transfers Out	104,926	-	98,843	34,975	-	63,868	35%		33,378	5%
Total Expenses	$ 548,269	$ 100,000	$ 648,269	$ 93,449	$ 101,418	$ 453,402	30%		$ 96,398	-3%
REVENUE OVER (UNDER) EXPENDITURES	$ 166,931	$ (100,000)	$ 66,931	$ 145,688					$ 124,608	
Beginning Working Capital October 1*			790,262	790,262					151,834	
Ending Working Capital Current Month			$ 857,193	$ 935,950					$ 276,442	

Notes

1 Frontier Park/Lakes of Prosper Drainage Channel project has been encumbered

2 Drainage Review Fees are paid as review is needed.

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

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PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication-Fees	$ 200,000	$ -	$ 200,000	$ -	$ -	$ 200,000	0%		$ -	
Park Dedication - Transfers In	-	-	-	392,217	-	(392,217)		2	-	
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	4,690	-	3,310	59%		13,213	-65%
Interest-Park Improvements	7,500	-	7,500	3,126	-	4,374	42%		11,668	-73%
Total Revenue	$ 815,500	$ -	$ 815,500	$ 400,033	$ -	$ 415,467	49%		$ 24,882	1508%
EXPENDITURES										
Developer Reimbursement-Park Imp	$ -	$ -	$ -	$ -	$ -	$ -			$ -	
Hike & Bike Master Plan	-	2,594	2,594	2,594	-	-			12,704	
Cockrell Park Trail Connection	510,799	425,422	936,221	370,707	221,025	344,489	63%	1	12,670	
Hays Park	395,456	28,074	423,529	14,045	16,829	392,656	7%		-	
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%		25,374	
Transfers Out	-	-	-	-	-	-			-	
Total Expenses	$ 1,796,255	$ 456,090	$ 2,252,345	$ 387,346	$ 237,853	$ 1,627,145	28%		$ 50,747	
REVENUE OVER (UNDER) EXPENDITURES	$ (980,755)	$ (456,090)	$ (1,436,845)	$ 12,686					$ (25,866)	
Beginning Fund Balance October 1*			2,673,326	2,673,326					1,857,785	
Ending Fund Balance Current Month			$ 1,236,481	$ 2,686,012					$ 1,831,920	

Notes

1 Funds have been encumbered for this capital project.

2 Includes a transfer from CIP of the balance of funds used for the purchase of land for the future Parks/Public Works facility in FY 2019-20.

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

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TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	$ -	$ -	$ -	$ 19,868	$ (19,868)			$ 267,302	-93%
Wastewater Impact Fees	-	-	-	9,030	(9,030)			180,412	-95%
East Thoroughfare Impact Fees	1,000,000	-	1,000,000	84,101	915,900	8%		1,060,797	-92%
Property Taxes - Town (Current)	554,473	-	554,473	-	554,473	0%	1	-	
Property Taxes - Town (Rollback)	-	-	-	-	-			-	
Property Taxes - County (Current)	133,249	-	133,249	-	133,249	0%	1	-	
Sales Taxes - Town	562,344	-	562,344	190,966	371,378	34%		174,526	9%
Sales Taxes - EDC	470,962	-	470,962	159,934	311,028	34%		146,166	9%
Investment Income	2,000	-	2,000	934	1,066	47%		12,187	-92%
Transfer In	-	-	-	-	-			-	
Total Revenue	$ 2,723,028	$ -	$ 2,723,028	$ 464,832	$ 2,258,196	17%		$ 1,841,390	-75%
EXPENDITURES									
Professional Services	$ -	$ -	$ -	$ -	$ -			-	
Developer Rebate	2,723,028	-	2,723,028	-	2,723,028	0%		-	
Transfers Out	-	-	-	-				-	
Total Expenses	$ 2,723,028	$ -	$ 2,723,028	$ -	$ 2,723,028	0%		$ -	
REVENUE OVER (UNDER) EXPENDITURES			$ -	$ 464,832				$ 1,841,390	
Beginning Fund Balance October 1*			280,458	280,458				213,282	
Ending Fund Balance Current Month			$ 280,458	$ 745,290				$ 2,054,672	

Notes

1 County TIRZ Property Tax reports are generally received in March.

* 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
REVENUES									
Property Taxes - Town (Current)	$ 10,350	$ -	$ 10,350	$ -	$ 10,350	0%	1	$ -	
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	
Property Taxes - County (Current)	2,487	-	2,487	-	2,487	0%	1	-	
Sales Taxes - Town	10	-	10	-	10	0%		5	-100%
Sales Taxes - EDC	10	-	10	-	10	0%		5	-100%
Investment Income	150	-	150	76	74	51%		240	-68%
Total Revenue	$ 13,007	$ -	$ 13,007	$ 76	$ 12,931	1%		$ 250	-70%
EXPENDITURES									
Professional Services	$ -	$ -	$ -	$ -	-			$ -	
Developer Rebate	13,007	-	13,007	-	13,007			-	
Transfers Out	-	-	-	-	-			-	
Total Expenditures	$ 13,007	$ -	$ 13,007	$ -	$ 13,007			$ -	
REVENUE OVER (UNDER) EXPENDITURES			$ -	$ 76				$ 250	
Beginning Fund Balance October 1*			25,315	25,315				25,922	
Ending Fund Balance Current Month			$ 25,315	$ 25,391				$ 26,172	

Notes

1 County TIRZ Property Tax reports are generally received in March.

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WATER IMPACT FEES FUND

	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
REVENUES										
Impact Fees Water		$ 2,500,000	$ -	$ 2,500,000	$ 2,131,410					
Interest		12,000	-	12,000	15,892					
Total Revenues		$ 2,512,000	$ -	$ 2,512,000	$ 2,147,302					
EXPENDITURES										
Developer Reimbursements										
Parks at Legacy Developer Reimb	140,000	140,000	-	140,000	-	-	140,000		140,000	
Star Trail Developer Reimb	300,000	300,000	-	300,000	-	-	300,000		300,000	
TVG Windsong Developer Reimb	400,000	400,000	-	400,000	-	-	400,000		400,000	
Total Developer Reimbursements	$ 840,000	$ 840,000	$ -	$ 840,000	$ -	$ -	$ 840,000	$ -	$ 840,000	
Capital Expenditures										
County Line Elevated Storage	626,147	-	244	244	244	-	-	626,147	-	Construction 97% 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	-	54,419	54,419	-	54,419	-	894,437	110,413	Project complete
Total Projects	$ 2,630,997	$ 1,000,000	$ 54,663	$ 1,054,663	$ 244	$ 54,419	$ -	$ 2,146,731	$ 484,266	
Total Expenditures	$ 3,470,997	$ 1,840,000	$ 54,663	$ 1,894,663	$ 244	$ 54,419	$ 840,000	$ 2,146,731	$ 1,324,266	
REVENUE OVER (UNDER) EXPENDITURES				$ 617,337	$ 2,147,058					
Beginning Fund Balance October 1*				4,393,102	4,393,102					
Ending Fund Balance Current Month				$ 5,010,439	$ 6,540,160					

Notes

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

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WASTEWATER IMPACT FEES FUND

	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
REVENUES										
Impact Fees Wastewater		$ 850,000	$ -	$ 850,000	$ 1,080,484					
Interest		12,000	-	12,000	10,328					
Upper Trinity Equity Fee		200,000	-	200,000	159,500					
Total Revenues		$ 1,062,000	$ -	$ 1,062,000	$ 1,250,312					
EXPENDITURES										
Developer Reimbursements										
TVG Westside Utility Developer Reimb	250,000	250,000	-	250,000	-	-	250,000		250,000	
Prosper Partners Utility Developer Reimb	200,000	200,000	-	200,000	-	-	200,000		200,000	
Frontier Estates Developer Reimb	50,000	50,000	-	50,000	-	-	50,000		50,000	
LaCima Developer Reimb	50,000	50,000	-	50,000	-	-	50,000		50,000	
Brookhollow Developer Reimb	25,000	25,000	-	25,000	-	-	25,000		25,000	
TVG Windsong Developer Reimb	200,000	200,000	-	200,000	-	-	200,000		200,000	
All Storage Developer Reimb	15,000	15,000	-	15,000	-	-	15,000		15,000	
Legacy Garden Developer Reimb	100,000	100,000	-	100,000	-	-	100,000		100,000	
Total Developer Reimbursements	$ 890,000	$ 890,000	$ -	$ 890,000	$ -	$ -	$ 890,000	$ -	$ 890,000	
Capital Expenditures										
Doe Branch Parallel Interceptor	5,000,000	1,500,000	-	1,500,000	-	-	1,500,000		1,500,000	
Total Projects	$ 5,000,000	$ 1,500,000	$ -	$ 1,500,000	$ -	$ -	$ 1,500,000	$ -	$ 1,500,000	
Total Expenditures	$ 5,890,000	$ 2,390,000	$ -	$ 2,390,000	$ -	$ -	$ 2,390,000	$ -	$ 2,390,000	
REVENUE OVER (UNDER) EXPENDITURES				$ (1,328,000)	$ 1,250,312					
Beginning Fund Balance October 1*				3,054,097	3,054,097					
Ending Fund Balance Current Month				$ 1,726,097	$ 4,304,409					

Notes

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

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THOROUGHFARE IMPACT FEES FUND

	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
REVENUES										
East Thoroughfare Impact Fees		$ 1,000,000	$ -	$ 1,000,000	$ 706,805					
East Thoroughfare Other Revenue		-	-	-	-					
West Thoroughfare Impact Fees		2,500,000	-	2,500,000	1,875,222					
West Thoroughfare Other Revenue		-	-	-	-					
Interest-East Thoroughfare Impact Fees		8,000	-	8,000	7,225					
Interest-West Thoroughfare Impact Fees		10,000	-	10,000	12,716					
Total Revenues		$ 3,518,000	$ -	$ 3,518,000	$ 2,601,969					
EXPENDITURES										
East										
Developer Reimbursement - Tanners Mill	300,000	300,000	-	300,000	-	-	300,000	-	300,000	
Prosper Trail (Coit-Custer)	810,000	-	-	-	-	-	-	610,000	200,000	Construction 35% complete
Coit Road (First-Frontier)	1,289,900	-	364,755	364,755	-	364,755	1	925,145	1	Design 90% complete
FM 1461 (SH289-CR 165)	175,000	-		175,000	77,074	-	97,927	-	97,927	Design 60% complete
Coleman Median Landscape (Talon-Victory)	350,000	350,000	-	350,000	-	29,975	320,025	-	320,025	Design 0% complete
Traffic Signal - Coit & Richland	409,318	298,196	111,122	409,318	104,372	247,136	57,810	50,682	7,128	Construction 25% complete
Total East	$ 3,334,218	$ 948,196	$ 475,876	$ 1,599,073	$ 181,445	$ 641,866	$ 775,762	$ 1,585,827	$ 925,080	
West										
Parks at Legacy Developer Reimb	300,000	300,000	-	300,000	-	-	300,000	-	300,000	
Star Trail Developer Reimb	1,000,000	1,000,000	-	1,000,000	-	-	1,000,000	-	1,000,000	
Tellus Windsong Developer Reimb	1,250,000	1,250,000	-	1,250,000	-	-	1,250,000	-	1,250,000	
Legacy Garden Developer Reimb	75,000	75,000	-	75,000	-	-	75,000	-	75,000	
Cook Lane (First - End)	1,525,000	667,822	8,458	78,938	2,520	21,738	54,681	1,333,884	166,858	Phase I 41% complete; Phase II comple
Traffic Signal - Fishtrap & Teel	400,000	400,000	40,820	43,002	20,000	-	23,002	359,180	20,820	Construction substantially complete
Traffic Signal - Fishtrap & Gee	300,000	205,658	50,890	256,548	45,565	208,504	2,479	43,452	2,479	Construction 0% complete
Traffic Signal - Fishtrap/Artesia	237,500	237,500	-	237,500	-	-	237,500	-	237,500	
Teel - 380 Intersection Improvements	275,000	275,000	54,017	329,017	17,872	36,144	275,000	41,968	179,015	Design 100% complete
Total West	$ 5,362,500	$ 4,410,980	$ 154,185	$ 3,570,005	$ 85,957	$ 266,386	$ 3,217,662	$ 1,778,484	$ 3,231,673	
Total Expenditures	$ 8,696,718	$ 5,359,176	$ 630,061	$ 5,169,078	$ 267,403	$ 908,252	$ 3,993,424	$ 3,364,311	$ 4,156,753	
REVENUE OVER (UNDER) EXPENDITURES				$ (1,651,078)	$ 2,334,567					
Beginning Fund Balance October 1*				4,614,984	4,614,984					
Ending Fund Balance Current Month				$ 2,963,906	$ 6,949,551					

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	$ 4,840	$ -	$ 8,660	36%		$ 4,626	5%
Fire Donation Revenue	13,500	-	13,500	4,603	-	8,897	34%		4,464	3%
Child Safety Revenue	10,000	-	10,000	407	-	9,593	4%		411	-1%
Court Security Revenue	7,000	-	7,000	2,331	-	4,669	33%		2,682	-13%
Court Technology Revenue	8,200	-	8,200	1,976	-	6,224	24%		3,400	-42%
Interest Income	2,400	-	2,400	1,416	-	984	59%		3,222	-56%
Interest Income CARES Funds	-	-	-	(295)	-	295			-	
Tree Mitigation	-	-	-	10,300	-	(10,300)			-	
Miscellaneous	-	-	-	-	-	-			8,829	
CARES Act Funding	-	662,567	662,567	1,419,369	-	(756,801)		1	-	
Transfer In	-	-	-	-	-	-			-	
Total Revenue	$ 54,600	$ 662,567	$ 717,167	$ 1,444,947	$ -	$ (727,780)	201%		$ 27,634	5129%
EXPENDITURES										
LEOSE Expenditure	$ -	$ -	$ -	$ 2,500	$ -	$ (2,500)			$ -	
Court Technology Expense	25,700	-	25,700	-	-	25,700	0%		2,515	
Court Security Expense	18,528	-	18,528	-	-	18,528	0%		1,141	-100%
Police Donation Expense	12,018	-	12,018	-	-	12,018	0%		384	
Fire Donation Expense	5,000	4,157	9,157	4,157	-	5,000	45%		-	
Child Safety Expense	5,000	-	5,000	-	-	5,000	0%		575	
Tree Mitigation Expense	200,000	-	200,000	-	-	200,000	0%		-	
Police Seizure Expense	5,000	-	5,000	4,250	-	750	85%		-	
CARES Act Funding	-	1,288,031	1,288,031	1,420,411	-	(132,380)	110%	1	-	
Total Expenses	$ 271,246	$ 1,292,189	$ 1,563,435	$ 1,431,318	$ 0	$ 132,116	92%		$ 4,615	30916%
REVENUE OVER (UNDER) EXPENDITURES	$ (216,646)	$ (629,621)	$ (846,267)	$ 13,629					$ 23,019	
Beginning Fund Balance October 1*			1,108,356	1,108,356					1,755,882	
Ending Fund Balance Current Month			$ 262,089	$ 1,121,985					$ 1,778,901	

Notes

1 CARES Act Funds must be spent by December 30, 2020. YTD actual includes interest earnings and remaining cash at 9/30/20 which were not accounted for in revised budget.

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

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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
REVENUES										
Grants		$ -	$ -	$ -	$ -					
Bond Proceeds		9,000,000	40,000,000	49,000,000	-					
Interest		-	-	-	13,997					
Other Revenue		-	-	-	79,338					
Transfers In - General Fund		-	-	2,080,000	2,365,938					
Transfers In - Impact Fee Funds		-	-	-	-					
Transfers In - Bond Funds		-	-	-	13,906,920					
Total Revenues		$ 9,000,000	$ 40,000,000	$ 51,080,000	$ 16,366,193					
EXPENDITURES										
Frontier Parkway BNSF Overpass	5,750,000	5,750,000	-	5,750,000	5,205,932	-	544,068	-	544,068	Construction 0% complete
West Prosper Roads	14,729,002	202,608	7,155	209,763	-	209,763	-	13,787,790	731,449	Median Landscape 0% complete
BNSF Quiet Zone First/Fifth	145,000	145,000	-	145,000	10,132	-	134,868	-	134,868	
Prosper Trail (Coit-Custer) 2 Lanes	6,422,068	753,121	5,246,879	6,010,548	1,111,283	3,700,694	1,198,570	564,420	1,045,670	Construction 35% complete
Prosper Trail (Kroger - Coit)	4,869,055	45,650	100,252	100,252	7,266	92,986	0	4,680,445	88,358	Project Complete
First St (DNT to Coleman)	2,786,567	-	720,317	545,007	87,109	457,898	0	1,171,465	1,070,095	Design 30% complete
Fishtrap (Elem-DNT) 4 Lanes	16,450,000	-	19,479,815	19,479,815	90,258	389,557	19,000,000	462,685	15,507,500	Design 50% complete
First St (Coit-Custer) 4 Lanes	1,885,000	-	577,775	577,775	279,925	254,200	43,650	537,875	813,000	Design 80% complete
Fishtrap, Segment 4 (Middle-Elem)	2,750,000	2,750,000	-	2,750,000	54	-	2,749,946	-	2,749,946	Bidding
Coit Rd at US 380 Right Turn Lane	200,000	56,899	-	56,899	-	49,999	6,900	143,101	6,900	
Cook Lane (First-End)	5,105,000	1,779,856	-	1,779,856	448,353	978,050	353,453	2,474,507	1,204,090	Phase I 41% complete; Phase II complete
Victory Way (Coleman-Frontier)	2,500,000	2,318,812	1,066,321	1,301,735	682,897	347,505	271,333	1,250,690	218,909	Project Complete
Fishtrap (Teel Intersection Improvements)	1,550,000	87,814	10,390	98,204	5,827	4,564	87,813	1,435,794	103,815	Project Complete
Prosper Trail/DNT Intersection Improvements	2,113,000	2,000,000	-	2,000,000	102,857	1,838,624	58,519	88,202	83,317	Construction 5% complete
Fishtrap Section 1 & 4	778,900	-	636,400	67,200	21,850	45,350	-	686,308	25,392	Seg. 1 - complete; Seg. 4 - Bidding
Acacia Parkway	1,122,782	124,780	100,000	124,780	38,610	-	86,170	978,680	105,492	Ongoing legal fees
Total Street Projects	$ 69,156,374	$ 16,014,540	$ 27,945,304	$ 40,996,834	$ 8,092,351	$ 8,369,192	$ 24,535,291	$ 28,261,962	$ 24,432,869	
US 380 Median Lighting	485,000	18,948	291,559	310,506	-	291,559	18,948	174,494	18,947	
Total Traffic Projects	$ 485,000	$ 18,948	$ 291,559	$ 310,506	$ -	$ 291,559	$ 18,948	$ 174,494	$ 18,947	
Downtown Monument	455,000	455,000	452,500	452,500	45,125	10,625	396,750	2,500	396,750	
Turf Irrigation SH289	68,000	19,065	48,935	68,000	48,935	-	19,065	-	19,065	
US 380 Median Design (Green Ribbon)	821,250	1,550	14,350	15,900	-	14,350	1,550	55,350	751,550	Construction 30% complete
Whitley Place H&B Trail Extension	180,000	-	171,688	171,688	504	1,621	169,563	169,513	8,363	Construction 95% complete
Whitley Place H&B Trail Extension (Pwr line Esmn	280,000	264,275	4,725	269,000	2,708	2,017	264,275	11,000	264,275	Design complete. Construction to begin in February.
Pecan Grove Ph II	67,000	67,000	43,150	59,210	1,140	42,010	16,060	7,790	16,060	Design underway
Total Park Projects	$ 1,871,250	$ 806,890	$ 735,348	$ 1,036,298	$ 98,412	$ 70,623	$ 867,263	$ 246,153	$ 1,175,728	
Westside Radio Tower	500,000	500,000	-	500,000	500,000	-	-	-	-	
Public Safety Complex, Phase 1	1,644,696	163,285	-	163,285	2,334	160,951	-	1,481,411	-	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	287,201	556,995	259,646	27,555	269,794	12,156,470	202,133	Project complete
Public Safety Complex, Phase 1-FFE	1,165,000	361,952	284,519	352,179	289,196	24,004	38,979	839,050	12,750	Project complete
Total Facility Projects	$ 16,005,500	$ 1,292,953	$ 571,720	$ 1,570,381	$ 551,177	$ 212,510	$ 806,694	$ 14,529,009	$ 712,805	
Transfer Out	-	-	-	-	-	-	-	-	-	
Total Expenditures	$ 87,518,124	$ 18,133,330	$ 29,543,930	$ 43,914,019	$ 8,741,940	$ 8,943,884	$ 26,228,195	$ 43,211,618	$ 26,340,348	
REVENUE OVER (UNDER) EXPENDITURES				$ 7,165,981	$ 7,624,253					
Beginning Fund Balance October 1*				24,361,427	24,361,427					
Ending Fund Balance Current Month				$ 31,527,408	$ 31,985,680					

Notes

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

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CAPITAL PROJECTS FUND-WATER/SEWER

	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 Year Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES										
Interest Income		$ -	$ -	$ -	$ 15,384					
Bond Proceeds		1,000,000	-	1,000,000	-					
Transfers In		-	-	-	-					
Transfers In - Impact Fee Funds		-	-	-	-					
Transfers In - Bond Funds		-	-	-	1,487,391					
Total Revenues		$ 1,000,000	$ -	$ 1,000,000	$ 1,502,774					
EXPENDITURES										
Lower Pressure Plane Pump Station Design	1,585,100	-	526,676	526,676	5,610	521,066	0	1,053,537	4,887	Design 50% complete
Fishtrap EST (South)	6,433,700	1,228,834	738,535	1,228,834	550,611	125,664	552,559	5,666,708	90,717	Construction 97% complete
Custer Rd Meter Station/Water Line Relocation	3,866,832	3,550,327		3,550,327	18,094	3,499,385	32,848	316,505	32,848	Construction 40% complete
Church/Parvin WW Reconstruction	100,000	7,300	100,000	107,300	3,605	7,300	96,395	89,095	(0)	
E-W Collector (Cook-DNT)	695,775	319,396	-	319,396	-	205,015	114,382	347,609	143,152	Phase I comp.; Phase II 26% comp.
Broadway (Parvin-Craig)	150,000	150,000	-	150,000	-	-	150,000	-	150,000	
Total Water & Wastewater Projects	$ 12,831,407	$ 5,255,858	$ 1,365,211	$ 5,882,534	$ 577,919	$ 4,358,430	$ 946,185	$ 7,473,454	$ 421,604	
Old Town Drainage	715,000	307,718	328,242	635,960	22,135	328,242	285,582	286,060	78,562	Construction 75% complete
Coleman Rd Drainage	400,000	400,000	-	400,000	-	-	400,000	-	400,000	
Old Town Drainage Broadway Design & Construction	641,686	1,761	350,356	352,117	222,650	127,706	1,761	265,095	26,235	Construction 75% complete
Total Drainage Projects	$ 1,756,686	$ 709,479	$ 678,598	$ 1,388,077	$ 244,785	$ 455,948	$ 687,343	$ 551,155	$ 504,797	
Transfer out	-	-	-	-	-	-	-			
Total Expenses	$ 14,588,093	$ 5,965,336	$ 2,043,810	$ 7,270,611	$ 822,704	$ 4,814,378	$ 1,633,528	$ 8,024,609	$ 926,401	
				$ (6,270,611)	$ 680,070					
Beginning Working Capital October 1*				21,545,196	21,545,196					
Ending Working Capital Current Month				$ 15,274,585	$ 22,225,266					

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

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Fund number: 100	**GENERAL**								
100-4035-10-00	3% Construction Fee	(300,000.00)		(300,000.00)	(516,070.21)	(95,765.81)		172.023	216,070.21
100-4061-10-00	Notary Fees	(175.00)		(175.00)	(195.00)	(20.00)		111.429	20.00
	Subtotal object - 04	(300,175.00)		(300,175.00)	(516,265.21)	(95,785.81)		171.988	216,090.21
100-4105-10-00	Property Taxes -Delinquent	(150,000.00)		(150,000.00)	(135,680.09)	(39,745.32)		90.453	(14,319.91)
100-4110-10-00	Property Taxes -Current	(18,011,167.00)		(18,011,167.00)	(15,918,790.49)	(4,464,619.31)		88.383	(2,092,376.51)
100-4111-10-00	VIT Motor Vehicle Tax	(10,000.00)		(10,000.00)	(1,443.45)	(1,443.45)		14.435	(8,556.55)
100-4115-10-00	Taxes -Penalties	(75,000.00)		(75,000.00)	(21,678.07)	(8,297.26)		28.904	(53,321.93)
100-4120-10-00	Sales Taxes	(5,733,141.00)		(5,733,141.00)	(2,325,993.74)	(556,423.22)		40.571	(3,407,147.26)
100-4130-10-00	Sales Tax-Mixed Beverage	(60,000.00)		(60,000.00)	(23,927.61)	(23,927.61)		39.879	(36,072.39)
100-4140-10-00	Franchise Taxes - Electric	(930,800.00)		(930,800.00)				0	(930,800.00)
100-4150-10-00	Franchise Taxes - Telephone	(130,000.00)		(130,000.00)	(21.48)	(21.48)		0.017	(129,978.52)
100-4160-10-00	Franchise Taxes - Gas	(165,000.00)		(165,000.00)				0	(165,000.00)
100-4170-10-00	Franchise Taxes - Road Usage	(140,000.00)		(140,000.00)	(27,076.77)	(6,839.08)		19.341	(112,923.23)
100-4185-10-00	Franchise Fee - W/S Fund	(362,075.00)		(362,075.00)	(120,691.68)	(30,172.92)		33.333	(241,383.32)
100-4190-10-00	Franchise Fee-Cable	(65,000.00)		(65,000.00)				0	(65,000.00)
	Subtotal object - 04	(25,832,183.00)		(25,832,183.00)	(18,575,303.38)	(5,131,489.65)		71.908	(7,256,879.62)
100-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(15.00)			10	(135.00)
100-4203-10-00	New Cingular Tower Lease	(24,600.00)		(24,600.00)	(13,200.00)	(3,050.00)		53.659	(11,400.00)
100-4218-10-00	Administrative Fees-EDC	(15,000.00)		(15,000.00)	(5,000.00)	(1,250.00)		33.333	(10,000.00)
100-4230-10-00	Other Permits	(2,000.00)		(2,000.00)				0	(2,000.00)
	Subtotal object - 04	(41,750.00)		(41,750.00)	(18,215.00)	(4,300.00)		43.629	(23,535.00)
100-4610-10-00	Interest Income	(85,000.00)		(85,000.00)	(50,363.06)	(19,772.65)		59.251	(34,636.94)
	Subtotal object - 04	(85,000.00)		(85,000.00)	(50,363.06)	(19,772.65)		59.251	(34,636.94)
100-4910-10-00	Other Revenue	(20,000.00)		(20,000.00)	(11,475.07)			57.375	(8,524.93)
100-4995-10-00	Transfer In/Out	(1,071,820.00)		(1,071,820.00)	(357,273.32)	(89,318.33)		33.333	(714,546.68)
	Subtotal object - 04	(1,091,820.00)		(1,091,820.00)	(368,748.39)	(89,318.33)		33.774	(723,071.61)
Program number:	DEFAULT PROGRAM	(27,350,928.00)		(27,350,928.00)	(19,528,895.04)	(5,340,666.44)		71.401	(7,822,032.96)
100-4410-10-07	Court Fines	(400,000.00)		(400,000.00)	(69,200.54)	(16,075.06)		17.3	(330,799.46)
100-4425-10-07	Time Payment Fee Reimb				(75.00)	(30.00)		0	75.00
	Subtotal object - 04	(400,000.00)		(400,000.00)	(69,275.54)	(16,105.06)		17.319	(330,724.46)
Program number: 7	MUNICIPAL COURT	(400,000.00)		(400,000.00)	(69,275.54)	(16,105.06)		17.319	(330,724.46)
100-4930-10-99	Insurance Proceeds	(40,000.00)		(40,000.00)				0	(40,000.00)
	Subtotal object - 04	(40,000.00)		(40,000.00)				0	(40,000.00)
Program number: 99	NON-DEPARTMENTAL	(40,000.00)		(40,000.00)				0	(40,000.00)
Department number: 10	ADMINISTRATION	(27,790,928.00)		(27,790,928.00)	(19,598,170.58)	(5,356,771.50)		70.52	(8,192,757.42)
100-4230-20-01	Other Permits	(500.00)		(500.00)	(100.00)			20	(400.00)
	Subtotal object - 04	(500.00)		(500.00)	(100.00)			20	(400.00)
100-4440-20-01	Accident Reports	(1,200.00)		(1,200.00)	(674.00)	(232.00)		56.167	(526.00)
100-4450-20-01	Alarm Fee	(55,000.00)		(55,000.00)	(22,428.00)	(7,128.00)		40.778	(32,572.00)
	Subtotal object - 04	(56,200.00)		(56,200.00)	(23,102.00)	(7,360.00)		41.107	(33,098.00)
100-4510-20-01	Grants	(12,000.00)	(100,000.00)	(112,000.00)	(416.85)	(357.30)		0.372	(111,583.15)
	Subtotal object - 04	(12,000.00)	(100,000.00)	(112,000.00)	(416.85)	(357.30)		0.372	(111,583.15)
100-4910-20-01	Other Revenue	(5,000.00)		(5,000.00)	(446.25)	(150.00)		8.925	(4,553.75)
	Subtotal object - 04	(5,000.00)		(5,000.00)	(446.25)	(150.00)		8.925	(4,553.75)
Program number: 1	OPERATIONS	(73,700.00)	(100,000.00)	(173,700.00)	(24,065.10)	(7,867.30)		13.854	(149,634.90)
Department number: 20	POLICE	(73,700.00)	(100,000.00)	(173,700.00)	(24,065.10)	(7,867.30)		13.854	(149,634.90)
100-4310-30-01	Charges for Services	(817,000.00)		(817,000.00)	(171,997.73)	(73,687.35)		21.052	(645,002.27)
	Subtotal object - 04	(817,000.00)		(817,000.00)	(171,997.73)	(73,687.35)		21.052	(645,002.27)
100-4411-30-01	CC Fire Assoc	(500.00)		(500.00)	(166.56)			33.312	(333.44)
	Subtotal object - 04	(500.00)		(500.00)	(166.56)			33.312	(333.44)
100-4510-30-01	Grants	(400,672.00)		(400,672.00)				0	(400,672.00)
	Subtotal object - 04	(400,672.00)		(400,672.00)				0	(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
Program number: 1	OPERATIONS	(1,218,172.00)		(1,218,172.00)	(172,164.29)	(73,687.35)		14.133	(1,046,007.71)
100-4315-30-05	Fire Review/Inspect Fees	(100,000.00)		(100,000.00)	(47,975.00)	(16,350.00)		47.975	(52,025.00)
	Subtotal object - 04	(100,000.00)		(100,000.00)	(47,975.00)	(16,350.00)		47.975	(52,025.00)
Program number: 5	MARSHAL	(100,000.00)		(100,000.00)	(47,975.00)	(16,350.00)		47.975	(52,025.00)
Department number: 30	FIRE	(1,318,172.00)		(1,318,172.00)	(220,139.29)	(90,037.35)		16.7	(1,098,032.71)
100-4017-40-01	Contractor Registration Fee	(80,000.00)		(80,000.00)	(35,000.00)	(13,200.00)		43.75	(45,000.00)
	Subtotal object - 04	(80,000.00)		(80,000.00)	(35,000.00)	(13,200.00)		43.75	(45,000.00)
100-4210-40-01	Building Permits	(2,561,400.00)		(2,561,400.00)	(2,114,042.73)	(459,860.03)		82.535	(447,357.27)
100-4230-40-01	Other Permits	(200,000.00)		(200,000.00)	(108,162.60)	(22,401.00)		54.081	(91,837.40)
100-4240-40-01	Plumb/Elect/Mech Permits	(45,000.00)		(45,000.00)	(19,880.50)	(4,861.00)		44.179	(25,119.50)
100-4242-40-01	Re-inspection Fees	(70,000.00)		(70,000.00)	(45,900.00)	(10,275.00)		65.571	(24,100.00)
	Subtotal object - 04	(2,876,400.00)		(2,876,400.00)	(2,287,985.83)	(497,397.03)		79.543	(588,414.17)
100-4910-40-01	Other Revenue	(15,000.00)		(15,000.00)	(21,051.25)	(5,894.70)		140.342	6,051.25
	Subtotal object - 04	(15,000.00)		(15,000.00)	(21,051.25)	(5,894.70)		140.342	6,051.25
Program number: 1	INSPECTIONS	(2,971,400.00)		(2,971,400.00)	(2,344,037.08)	(516,491.73)		78.887	(627,362.92)
100-4211-40-02	Multi-Family Registration	(10,000.00)		(10,000.00)				0	(10,000.00)
100-4245-40-02	Health Inspections	(60,000.00)		(60,000.00)	(17,700.00)	(8,525.00)		29.5	(42,300.00)
	Subtotal object - 04	(70,000.00)		(70,000.00)	(17,700.00)	(8,525.00)		25.286	(52,300.00)
Program number: 2	CODE COMPLIANCE	(70,000.00)		(70,000.00)	(17,700.00)	(8,525.00)		25.286	(52,300.00)
100-4207-40-03	Network Node Application Fee				(4,000.00)	(4,000.00)		0	4,000.00
100-4220-40-03	Zoning Application Fees	(25,000.00)		(25,000.00)	(14,600.00)	(8,880.00)		58.4	(10,400.00)
100-4225-40-03	Development Application Fees	(50,000.00)		(50,000.00)	(37,515.00)	(5,810.00)		75.03	(12,485.00)
	Subtotal object - 04	(75,000.00)		(75,000.00)	(56,115.00)	(18,690.00)		74.82	(18,885.00)
100-4910-40-03	Other Revenue	(5,000.00)		(5,000.00)				0	(5,000.00)
	Subtotal object - 04	(5,000.00)		(5,000.00)				0	(5,000.00)
Program number: 3	PLANNING	(80,000.00)		(80,000.00)	(56,115.00)	(18,690.00)		70.144	(23,885.00)
Department number: 40	DEVELOPMENT SERVICES	(3,121,400.00)		(3,121,400.00)	(2,417,852.08)	(543,706.73)		77.461	(703,547.92)
100-4002-50-01	Streets Study Review Fees				(4,300.00)	(4,300.00)		0	4,300.00
	Subtotal object - 04				(4,300.00)	(4,300.00)		0	4,300.00
100-4208-50-01	Network Node Annual User Fee				(1,750.00)	(1,250.00)		0	1,750.00
100-4209-50-01	Network Node Monthly User Fee				(500.00)			0	500.00
	Subtotal object - 04				(2,250.00)	(1,250.00)		0	2,250.00
100-4910-50-01	Other Revenue	(15,000.00)		(15,000.00)	(9,180.00)	(3,060.00)		61.2	(5,820.00)
100-4930-50-01	Insurance Claim Proceeds				(4,671.26)			0	4,671.26
	Subtotal object - 04	(15,000.00)		(15,000.00)	(13,851.26)	(3,060.00)		92.342	(1,148.74)
Program number: 1	STREETS	(15,000.00)		(15,000.00)	(20,401.26)	(8,610.00)		136.008	5,401.26
Department number: 50	PUBLIC WORKS	(15,000.00)		(15,000.00)	(20,401.26)	(8,610.00)		136.008	5,401.26
100-4056-60-00	Field Rental Fees	(100,000.00)		(100,000.00)	(42,910.00)	(1,845.00)		42.91	(57,090.00)
100-4057-60-00	Pavilion User Fees	(2,000.00)		(2,000.00)	(770.00)	(385.00)		38.5	(1,230.00)
100-4058-60-00	Park Program Fees	(100,000.00)		(100,000.00)	(24,650.20)	(17,701.20)		24.65	(75,349.80)
	Subtotal object - 04	(202,000.00)		(202,000.00)	(68,330.20)	(19,931.20)		33.827	(133,669.80)
100-4721-60-00	Prosper Christmas Donations	(10,000.00)		(10,000.00)	5,800.00			-58	(15,800.00)
	Subtotal object - 04	(10,000.00)		(10,000.00)	5,800.00			-58	(15,800.00)
100-4910-60-00	Other Revenue	(10,000.00)		(10,000.00)	(400.00)			4	(9,600.00)
	Subtotal object - 04	(10,000.00)		(10,000.00)	(400.00)			4	(9,600.00)
Program number:	DEFAULT PROGRAM	(222,000.00)		(222,000.00)	(62,930.20)	(19,931.20)		28.347	(159,069.80)
100-4063-60-05	Lost Fees	(500.00)		(500.00)	(462.69)	(96.97)		92.538	(37.31)
100-4064-60-05	Printing/Copying Fees	(500.00)		(500.00)	(450.52)	(104.61)		90.104	(49.48)
100-4066-60-05	Library Card Fees	(3,000.00)		(3,000.00)	(2,300.00)	(900.00)		76.667	(700.00)
	Subtotal object - 04	(4,000.00)		(4,000.00)	(3,213.21)	(1,101.58)		80.33	(786.79)
100-4510-60-05	Grants	(2,000.00)		(2,000.00)				0	(2,000.00)
	Subtotal object - 04	(2,000.00)		(2,000.00)				0	(2,000.00)
Program number: 5	LIBRARY	(6,000.00)		(6,000.00)	(3,213.21)	(1,101.58)		53.554	(2,786.79)

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
Department number: 60	COMMUNITY SERVICES	(228,000.00)		(228,000.00)	(66,143.41)	(21,032.78)		29.01	(161,856.59)
100-4305-98-01	Geotech and Material Testing	(150,000.00)		(150,000.00)				0	(150,000.00)
100-4312-98-01	Engineering Plan Review Fee	(1,200.00)		(1,200.00)	(1,650.00)	(450.00)		137.5	450.00
	Subtotal object - 04	(151,200.00)		(151,200.00)	(1,650.00)	(450.00)		1.091	(149,550.00)
Program number: 1	ENGINEERING	(151,200.00)		(151,200.00)	(1,650.00)	(450.00)		1.091	(149,550.00)
Department number: 98	ENGINEERING	(151,200.00)		(151,200.00)	(1,650.00)	(450.00)		1.091	(149,550.00)
	Revenue Subtotal - - - - - -	**(32,698,400.00)**	**(100,000.00)**	**(32,798,400.00)**	**(22,348,421.72)**	**(6,028,475.66)**		**68.139**	**(10,449,978.28)**
Program number: 1	**TOWN MANAGER**								
100-5110-10-01	Salaries & Wages	423,654.00		423,654.00	135,115.75	32,318.74		31.893	288,538.25
100-5140-10-01	Salaries - Longevity Pay	585.00		585.00	160.00			27.35	425.00
100-5142-10-01	Car Allowance	6,000.00		6,000.00	2,000.00	500.00		33.333	4,000.00
100-5143-10-01	Cell Phone Allowance	2,520.00		2,520.00	720.00	180.00		28.571	1,800.00
100-5145-10-01	Social Security Expense	18,994.00		18,994.00	6,445.72	1,931.48		33.936	12,548.28
100-5150-10-01	Medicare Expense	6,276.00		6,276.00	1,900.89	451.72		30.288	4,375.11
100-5155-10-01	SUTA Expense	324.00		324.00	432.00	288.00		133.333	(108.00)
100-5160-10-01	Health Insurance	19,428.00		19,428.00	8,832.94	3,456.78		45.465	10,595.06
100-5162-10-01	HSA Expense	1,500.00		1,500.00				0	1,500.00
100-5165-10-01	Dental Insurance	853.00		853.00	285.67	73.84		33.49	567.33
100-5170-10-01	Life Insurance/AD&D	577.00		577.00	69.04	17.26		11.965	507.96
100-5175-10-01	Liability (TML)/Workers' Comp	1,072.00		1,072.00	358.16	75.75		33.41	713.84
100-5180-10-01	TMRS Expense	59,462.00		59,462.00	18,688.90	4,525.10		31.43	40,773.10
100-5185-10-01	Long/Short Term Disability	821.00		821.00	220.89	59.60		26.905	600.11
100-5186-10-01	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	265.00	115.00		22.083	935.00
	Subtotal object - 05	543,266.00		543,266.00	175,494.96	43,993.27		32.304	367,771.04
100-5210-10-01	Office Supplies	450.00		450.00	39.55	30.91		8.789	410.45
100-5230-10-01	Dues,Fees,& Subscriptions	6,765.00		6,765.00	4,065.64	152.99		60.098	2,699.36
100-5240-10-01	Postage and Delivery	20.00		20.00	104.82	33.00		524.1	(84.82)
100-5280-10-01	Printing and Reproduction	150.00		150.00				0	150.00
100-5290-10-01	Other Charges and Services	2,000.00		2,000.00	1,122.59	922.59		56.13	877.41
	Subtotal object - 05	9,385.00		9,385.00	5,332.60	1,139.49		56.82	4,052.40
100-5330-10-01	Copier Expense	1,400.00		1,400.00	126.56	126.56		9.04	1,273.44
	Subtotal object - 05	1,400.00		1,400.00	126.56	126.56		9.04	1,273.44
100-5430-10-01	Legal Fees	120,000.00		120,000.00	39,099.10	12,119.00		32.583	80,900.90
100-5480-10-01	Contracted Services	360.00		360.00				0	360.00
	Subtotal object - 05	120,360.00		120,360.00	39,099.10	12,119.00		32.485	81,260.90
100-5530-10-01	Travel	646.00		646.00				0	646.00
100-5533-10-01	Mileage Expense	100.00		100.00				0	100.00
100-5536-10-01	Training/Seminars	4,470.00		4,470.00	180.00			4.027	4,290.00
	Subtotal object - 05	5,216.00		5,216.00	180.00			3.451	5,036.00
100-7145-10-01	Transfer to VERF	388.00		388.00	129.32	32.33		33.33	258.68
	Subtotal object - 07	388.00		388.00	129.32	32.33		33.33	258.68
Program number: 1	**TOWN MANAGER**	**680,015.00**		**680,015.00**	**220,362.54**	**57,410.65**		**32.406**	**459,652.46**
Program number: 2	**TOWN SECRETARY**								
100-5110-10-02	Salaries & Wages	151,572.00		151,572.00	50,990.47	9,897.20		33.641	100,581.53
100-5115-10-02	Salaries - Overtime	2,000.00		2,000.00				0	2,000.00
100-5140-10-02	Salaries - Longevity Pay	260.00		260.00	255.00			98.077	5.00
100-5143-10-02	Cell Phone Allowance				325.00	60.00		0	(325.00)
100-5145-10-02	Social Security Expense	9,538.00		9,538.00	3,012.51	580.39		31.584	6,525.49
100-5150-10-02	Medicare Expense	2,231.00		2,231.00	704.55	135.73		31.58	1,526.45
100-5155-10-02	SUTA Expense	486.00		486.00	160.09	160.09		32.94	325.91
100-5160-10-02	Health Insurance	19,296.00		19,296.00	9,629.20	4,591.08		49.903	9,666.80
100-5162-10-02	HSA Expense	3,000.00		3,000.00				0	3,000.00
100-5165-10-02	Dental Insurance	902.00		902.00	277.33	34.84		30.746	624.67

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
100-5170-10-02	Life Insurance/AD&D	244.00		244.00	85.73	18.76		35.135	158.27
100-5175-10-02	Liability (TML)/Workers' Comp	410.00		410.00	136.00	23.00		33.171	274.00
100-5180-10-02	TMRS Expense	21,137.00		21,137.00	7,015.45	1,373.62		33.19	14,121.55
100-5185-10-02	Long/Short Term Disability	246.00		246.00	87.54	18.82		35.585	158.46
100-5186-10-02	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	419.58	100.00		34.965	780.42
100-5193-10-02	Records Retention	1,700.00		1,700.00				0	1,700.00
	Subtotal object - 05	214,222.00		214,222.00	73,098.45	16,993.53		34.123	141,123.55
100-5210-10-02	Office Supplies	1,500.00	1,555.12	3,055.12	1,951.58	129.60	1,555.12	63.879	(451.58)
100-5220-10-02	Office Equipment	3,545.00		3,545.00	107.64			3.036	3,437.36
100-5230-10-02	Dues,Fees,& Subscriptions	625.00		625.00	896.75	198.05		143.48	(271.75)
100-5240-10-02	Postage and Delivery	100.00		100.00	37.01	6.21		37.01	62.99
100-5280-10-02	Printing and Reproduction	305.00		305.00				0	305.00
	Subtotal object - 05	6,075.00	1,555.12	7,630.12	2,992.98	333.86	1,555.12	39.226	3,082.02
100-5310-10-02	Rental Expense	8,700.00		8,700.00	2,923.88	758.96		33.608	5,776.12
100-5330-10-02	Copier Expense	900.00		900.00	127.26	127.26		14.14	772.74
	Subtotal object - 05	9,600.00		9,600.00	3,051.14	886.22		31.783	6,548.86
100-5400-10-02	Uniform Expense	150.00		150.00				0	150.00
100-5410-10-02	Professional Services				637.50			0	(637.50)
100-5419-10-02	IT Licenses	665.00		665.00				0	665.00
100-5430-10-02	Legal Fees	66,000.00		66,000.00	21,032.01	6,337.26		31.867	44,967.99
100-5435-10-02	Legal Notices/Filings	8,800.00		8,800.00	6,071.02	493.80		68.989	2,728.98
100-5460-10-02	Election Expense	31,945.00		31,945.00	16,309.84			51.056	15,635.16
100-5480-10-02	Contracted Services	25,595.00		25,595.00	11,425.00	8,000.00	18,575.00	44.638	(4,405.00)
	Subtotal object - 05	133,155.00		133,155.00	55,475.37	14,831.06	18,575.00	41.662	59,104.63
100-5520-10-02	Telephones	435.00		435.00	35.18			8.087	399.82
100-5526-10-02	Data Network				37.99			0	(37.99)
100-5530-10-02	Travel	300.00		300.00				0	300.00
100-5533-10-02	Mileage Expense	275.00		275.00				0	275.00
100-5536-10-02	Training/Seminars	1,600.00		1,600.00	(400.00)			-25	2,000.00
100-5538-10-02	Council/Public Official Expnse	34,000.00		34,000.00	7,271.31	3,291.22		21.386	26,728.69
	Subtotal object - 05	36,610.00		36,610.00	6,944.48	3,291.22		18.969	29,665.52
100-5600-10-02	Special Events	3,800.00		3,800.00	131.94	63.99		3.472	3,668.06
	Subtotal object - 05	3,800.00		3,800.00	131.94	63.99		3.472	3,668.06
Program number: 2	**TOWN SECRETARY**	**403,462.00**	**1,555.12**	**405,017.12**	**141,694.36**	**36,399.88**	**20,130.12**	**34.985**	**243,192.64**
Program number: 3	**FINANCE**								
100-5110-10-03	Salaries & Wages	532,679.00		532,679.00	171,507.62	41,250.96		32.197	361,171.38
100-5126-10-03	Salaries-Vacation Buy-Out	3,462.00		3,462.00	3,589.76			103.69	(127.76)
100-5140-10-03	Salaries - Longevity Pay	1,590.00		1,590.00	1,485.00			93.396	105.00
100-5143-10-03	Cell Phone Allowance	3,480.00		3,480.00	920.00	230.00		26.437	2,560.00
100-5145-10-03	Social Security Expense	33,556.00		33,556.00	10,286.47	2,397.10		30.655	23,269.53
100-5150-10-03	Medicare Expense	7,848.00		7,848.00	2,405.69	560.60		30.654	5,442.31
100-5155-10-03	SUTA Expense	1,134.00		1,134.00	700.21	615.29		61.747	433.79
100-5160-10-03	Health Insurance	57,888.00		57,888.00	22,028.12	9,606.50		38.053	35,859.88
100-5162-10-03	HSA Expense	3,000.00		3,000.00				0	3,000.00
100-5165-10-03	Dental Insurance	2,655.00		2,655.00	769.26	183.06		28.974	1,885.74
100-5170-10-03	Life Insurance/AD&D	872.00		872.00	205.52	50.88		23.569	666.48
100-5175-10-03	Liability (TML)/Workers' Comp	1,462.00		1,462.00	472.94	95.42		32.349	989.06
100-5180-10-03	TMRS Expense	74,363.00		74,363.00	24,067.37	5,699.47		32.365	50,295.63
100-5185-10-03	Long/Short Term Disability	1,013.00		1,013.00	286.94	78.37		28.326	726.06
100-5186-10-03	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	555.00	230.00		46.25	645.00
	Subtotal object - 05	726,202.00		726,202.00	239,279.90	60,997.65		32.949	486,922.10
100-5210-10-03	Office Supplies	4,500.00	1,166.34	5,666.34	2,372.79	873.32	1,166.34	41.875	2,127.21
100-5220-10-03	Office Equipment	1,000.00		1,000.00				0	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
100-5230-10-03	Dues,Fees,& Subscriptions	8,775.00		8,775.00	2,932.21	1,344.49		33.415	5,842.79
100-5240-10-03	Postage and Delivery	2,250.00		2,250.00	790.61	227.30		35.138	1,459.39
100-5280-10-03	Printing and Reproduction	2,000.00		2,000.00	1,205.00			60.25	795.00
100-5290-10-03	Other Charges and Services	700.00		700.00	377.70			53.957	322.30
	Subtotal object - 05	19,225.00	1,166.34	20,391.34	7,678.31	2,445.11	1,166.34	37.655	11,546.69
100-5330-10-03	Copier Expense	1,500.00		1,500.00	252.09	252.09		16.806	1,247.91
	Subtotal object - 05	1,500.00		1,500.00	252.09	252.09		16.806	1,247.91
100-5400-10-03	Uniform Expense	495.00		495.00	424.25	424.25		85.707	70.75
100-5410-10-03	Professional Services	4,080.00		4,080.00	1,041.65	1,041.65		25.531	3,038.35
100-5412-10-03	Audit Fees	47,500.00		47,500.00	32,625.00	22,625.00	14,300.00	68.684	575.00
100-5414-10-03	Appraisal/Tax Fees	203,300.00		203,300.00	56,131.01		130,599.03	27.61	16,569.96
100-5418-10-03	IT Fees	88,540.00		88,540.00	17,658.53			19.944	70,881.47
100-5419-10-03	IT Licenses	10,000.00		10,000.00	7,500.00			75	2,500.00
100-5430-10-03	Legal Fees	8,000.00		8,000.00	1,387.00	418.00		17.338	6,613.00
100-5435-10-03	Legal Notices/Filings	100.00		100.00	67.20			67.2	32.80
	Subtotal object - 05	362,015.00		362,015.00	116,834.64	24,508.90	144,899.03	32.273	100,281.33
100-5526-10-03	Data Network				50.32			0	(50.32)
100-5530-10-03	Travel	2,496.00		2,496.00				0	2,496.00
100-5533-10-03	Mileage Expense	3,130.00		3,130.00				0	3,130.00
100-5536-10-03	Training/Seminars	8,665.00		8,665.00	1,035.00	(175.00)		11.945	7,630.00
	Subtotal object - 05	14,291.00		14,291.00	1,085.32	(175.00)		7.594	13,205.68
100-7145-10-03	Transfer to VERF	213.00		213.00	71.00	17.75		33.333	142.00
	Subtotal object - 07	213.00		213.00	71.00	17.75		33.333	142.00
Program number: 3	**FINANCE**	**1,123,446.00**	**1,166.34**	**1,124,612.34**	**365,201.26**	**88,046.50**	**146,065.37**	**32.474**	**613,345.71**
Program number: 4	**HUMAN RESOURCES**								
100-5110-10-04	Salaries & Wages	294,686.00		294,686.00	96,185.14	21,353.58		32.64	198,500.86
100-5140-10-04	Salaries - Longevity Pay	510.00		510.00	470.00			92.157	40.00
100-5143-10-04	Cell Phone Allowance	1,020.00		1,020.00	340.00	85.00		33.333	680.00
100-5145-10-04	Social Security Expense	18,366.00		18,366.00	5,935.64	1,277.34		32.319	12,430.36
100-5150-10-04	Medicare Expense	4,296.00		4,296.00	1,388.18	298.74		32.313	2,907.82
100-5155-10-04	SUTA Expense	810.00		810.00	449.68	332.72		55.516	360.32
100-5160-10-04	Health Insurance	28,944.00		28,944.00	10,564.38	4,844.22		36.499	18,379.62
100-5162-10-04	HSA Expense	3,000.00		3,000.00				0	3,000.00
100-5165-10-04	Dental Insurance	1,335.00		1,335.00	437.18	105.32		32.748	897.82
100-5170-10-04	Life Insurance/AD&D	420.00		420.00	81.04	20.26		19.295	338.96
100-5175-10-04	Liability (TML)/Workers' Comp	800.00		800.00	261.60	49.33		32.7	538.40
100-5180-10-04	TMRS Expense	40,700.00		40,700.00	13,451.66	2,946.22		33.051	27,248.34
100-5185-10-04	Long/Short Term Disability	476.00		476.00	144.64	36.16		30.387	331.36
100-5186-10-04	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	356.64	89.16		29.72	843.36
100-5191-10-04	Hiring Cost	25,000.00		25,000.00	11,168.66	930.90		44.675	13,831.34
	Subtotal object - 05	421,563.00		421,563.00	141,234.44	32,368.95		33.503	280,328.56
100-5210-10-04	Office Supplies	1,400.00		1,400.00	103.98	91.09		7.427	1,296.02
100-5220-10-04	Office Equipment	1,500.00		1,500.00				0	1,500.00
100-5230-10-04	Dues,Fees,& Subscriptions	3,500.00		3,500.00	1,192.67	708.38		34.076	2,307.33
100-5240-10-04	Postage and Delivery	500.00		500.00	3.70	2.50		0.74	496.30
100-5280-10-04	Printing and Reproduction	500.00		500.00				0	500.00
	Subtotal object - 05	7,400.00		7,400.00	1,300.35	801.97		17.572	6,099.65
100-5330-10-04	Copier Expense	2,000.00		2,000.00	199.06	199.06		9.953	1,800.94
	Subtotal object - 05	2,000.00		2,000.00	199.06	199.06		9.953	1,800.94
100-5410-10-04	Professional Services	10,000.00		10,000.00				0	10,000.00
100-5430-10-04	Legal Fees	12,000.00		12,000.00	703.00	190.00		5.858	11,297.00
100-5435-10-04	Legal Notices/Filings	150.00		150.00	53.20			35.467	96.80
100-5480-10-04	Contracted Services	3,000.00		3,000.00				0	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
	Subtotal object - 05	25,150.00		25,150.00	756.20	190.00		3.007	24,393.80
100-5526-10-04	Data Network	480.00		480.00	37.99			7.915	442.01
100-5530-10-04	Travel	1,100.00		1,100.00				0	1,100.00
100-5533-10-04	Mileage Expense	500.00		500.00				0	500.00
100-5536-10-04	Training/Seminars	18,000.00		18,000.00	2,200.00	1,100.00		12.222	15,800.00
	Subtotal object - 05	20,080.00		20,080.00	2,237.99	1,100.00		11.145	17,842.01
100-5600-10-04	Special Events	12,500.00		12,500.00	2,729.21	100.00		21.834	9,770.79
	Subtotal object - 05	12,500.00		12,500.00	2,729.21	100.00		21.834	9,770.79
100-7145-10-04	Transfer to VERF	2,490.00		2,490.00	830.00	207.50		33.333	1,660.00
	Subtotal object - 07	2,490.00		2,490.00	830.00	207.50		33.333	1,660.00
Program number: 4	**HUMAN RESOURCES**	**491,183.00**		**491,183.00**	**149,287.25**	**34,967.48**		**30.393**	**341,895.75**
Program number: 5	**INFORMATION TECHNOLOGY**								
100-5110-10-05	Salaries & Wages	446,176.00		446,176.00	102,304.81	27,869.44		22.929	343,871.19
100-5115-10-05	Salaries - Overtime	5,360.00		5,360.00	1,084.68	522.06		20.237	4,275.32
100-5140-10-05	Salaries - Longevity Pay	650.00		650.00	650.00			100	
100-5143-10-05	Cell Phone Allowance	9,000.00		9,000.00	1,875.00	625.00		20.833	7,125.00
100-5145-10-05	Social Security Expense	28,594.00		28,594.00	5,937.37	1,629.63		20.764	22,656.63
100-5150-10-05	Medicare Expense	6,687.00		6,687.00	1,388.57	381.12		20.765	5,298.43
100-5155-10-05	SUTA Expense	972.00		972.00	479.50	420.34		49.331	492.50
100-5160-10-05	Health Insurance	58,284.00		58,284.00	17,376.72	8,090.38		29.814	40,907.28
100-5162-10-05	HSA Expense	3,750.00		3,750.00				0	3,750.00
100-5165-10-05	Dental Insurance	2,638.00		2,638.00	505.94	144.52		19.179	2,132.06
100-5170-10-05	Life Insurance/AD&D	559.00		559.00	149.22	43.73		26.694	409.78
100-5175-10-05	Liability (TML)/Workers' Comp	1,227.00		1,227.00	269.99	65.41		22.004	957.01
100-5180-10-05	TMRS Expense	62,999.00		62,999.00	14,202.21	3,918.85		22.544	48,796.79
100-5185-10-05	Long/Short Term Disability	862.00		862.00	164.71	46.01		19.108	697.29
100-5186-10-05	WELLE-Wellness Prog Reimb Empl	3,000.00		3,000.00	430.00	130.00		14.333	2,570.00
	Subtotal object - 05	630,758.00		630,758.00	146,818.72	43,886.49		23.277	483,939.28
100-5210-10-05	Office Supplies	400.00	1,166.34	1,566.34	1,219.61	7.39	1,166.34	77.864	(819.61)
100-5212-10-05	Building Supplies	100.00		100.00	93.88	93.88		93.88	6.12
100-5220-10-05	Office Equipment	8,800.00		8,800.00			7,196.61	0	1,603.39
100-5225-10-05	Computer Hardware	12,000.00		12,000.00	2,021.14	884.11		16.843	9,978.86
100-5230-10-05	Dues,Fees,& Subscriptions	685.00		685.00	375.00			54.745	310.00
100-5240-10-05	Postage and Delivery	100.00		100.00				0	100.00
100-5280-10-05	Printing and Reproduction	100.00		100.00				0	100.00
100-5290-10-05	Other Charges and Services	700.00		700.00				0	700.00
	Subtotal object - 05	22,885.00	1,166.34	24,051.34	3,709.63	985.38	8,362.95	15.424	11,978.76
100-5330-10-05	Copier Expense	36,000.00		36,000.00	9,822.51	3,345.15	23,045.28	27.285	3,132.21
	Subtotal object - 05	36,000.00		36,000.00	9,822.51	3,345.15	23,045.28	27.285	3,132.21
100-5400-10-05	Uniform Expense	900.00		900.00				0	900.00
100-5418-10-05	IT Fees	38,640.00		38,640.00	34,627.90	25,822.10	30,988.00	89.617	(26,975.90)
100-5419-10-05	IT Licenses	371,372.00		371,372.00	45,018.11	7,759.23	64,626.71	12.122	261,727.18
100-5430-10-05	Legal Fees	1,600.00		1,600.00	779.00	266.00		48.688	821.00
100-5435-10-05	Legal Notices/Filings	300.00		300.00				0	300.00
100-5480-10-05	Contracted Services	52,445.00		52,445.00	987.00	329.00	4,788.00	1.882	46,670.00
	Subtotal object - 05	465,257.00		465,257.00	81,412.01	34,176.33	100,402.71	17.498	283,442.28
100-5520-10-05	Telephones	39,175.00		39,175.00	10,198.31	1,806.93		26.033	28,976.69
100-5526-10-05	Data Network	27,656.00		27,656.00	1,589.42	970.56		5.747	26,066.58
100-5530-10-05	Travel	1,320.00		1,320.00				0	1,320.00
100-5533-10-05	Mileage Expense	900.00		900.00	20.59	20.59		2.288	879.41
100-5536-10-05	Training/Seminars	14,400.00		14,400.00				0	14,400.00
	Subtotal object - 05	83,451.00		83,451.00	11,808.32	2,798.08		14.15	71,642.68
100-5620-10-05	Tools & Equipment	300.00		300.00				0	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				0	150.00
	Subtotal object - 05	450.00		450.00				0	450.00
100-6125-10-05	Capital Expense-Technology	30,000.00		30,000.00				0	30,000.00
	Subtotal object - 06	30,000.00		30,000.00				0	30,000.00
100-7145-10-05	Transfer to VERF	39,410.00		39,410.00	13,136.68	3,284.17		33.333	26,273.32
	Subtotal object - 07	39,410.00		39,410.00	13,136.68	3,284.17		33.333	26,273.32
Program number: 5	**INFORMATION TECHNOLOGY**	**1,308,211.00**	**1,166.34**	**1,309,377.34**	**266,707.87**	**88,475.60**	**131,810.94**	**20.369**	**910,858.53**
Program number: 6	**COMMUNICATIONS**								
100-5110-10-06	Salaries & Wages	212,268.00		212,268.00	57,348.00	14,108.00		27.017	154,920.00
100-5140-10-06	Salaries - Longevity Pay	685.00		685.00	685.00			100	
100-5143-10-06	Cell Phone Allowance	1,020.00		1,020.00	255.00	85.00		25	765.00
100-5145-10-06	Social Security Expense	13,267.00		13,267.00	3,591.30	873.20		27.069	9,675.70
100-5150-10-06	Medicare Expense	3,103.00		3,103.00	839.89	204.21		27.067	2,263.11
100-5155-10-06	SUTA Expense	486.00		486.00	203.27	203.27		41.825	282.73
100-5160-10-06	Health Insurance	10,191.00		10,191.00	2,604.16	1,279.76		25.554	7,586.84
100-5165-10-06	Dental Expense	432.00		432.00	117.45	32.40		27.188	314.55
100-5170-10-06	Life Insurance/AD&D	307.00		307.00	74.83	21.38		24.375	232.17
100-5175-10-06	Liability (TML)/Workers Comp	578.00		578.00	151.41	32.54		26.196	426.59
100-5180-10-06	TMRS Expense	29,400.00		29,400.00	7,904.51	1,943.82		26.886	21,495.49
100-5185-10-06	Long/Short Term Disability	353.00		353.00	95.54	26.80		27.065	257.46
100-5186-10-06	WELLE-Wellness Prog Reimb Empl	600.00		600.00	137.06	39.16		22.843	462.94
	Subtotal object - 05	272,690.00		272,690.00	74,007.42	18,849.54		27.14	198,682.58
100-5210-10-06	Office Supplies	500.00		500.00				0	500.00
100-5220-10-06	Office Equipment	5,045.00		5,045.00	56.94			1.129	4,988.06
100-5230-10-06	Dues, Fees, & Subscriptions	3,143.00		3,143.00	114.00			3.627	3,029.00
100-5240-10-06	Postage and Delivery	100.00		100.00	1,649.02	1,649.02			(1,549.02)
100-5280-10-06	Printing and Reproduction	350.00		350.00	1,196.55	1,196.55		341.871	(846.55)
	Subtotal object - 05	9,138.00		9,138.00	3,016.51	2,845.57		33.011	6,121.49
100-5330-10-06	Copier Expense	900.00		900.00				0	900.00
	Subtotal object - 05	900.00		900.00				0	900.00
100-5400-10-06	Uniform Expense	150.00		150.00				0	150.00
100-5410-10-06	Professional Services	10,000.00		10,000.00				0	10,000.00
100-5419-10-06	IT Licenses	165.00		165.00				0	165.00
100-5430-10-06	Legal Fees	3,000.00		3,000.00				0	3,000.00
100-5480-10-06	Contract Services				1,890.00	1,890.00		0	(1,890.00)
	Subtotal object - 05	13,315.00		13,315.00	1,890.00	1,890.00		14.195	11,425.00
100-5520-10-06	Telephones	435.00		435.00				0	435.00
100-5526-10-06	Data Network	460.00		460.00				0	460.00
100-5530-10-06	Travel	1,420.00		1,420.00				0	1,420.00
100-5533-10-06	Mileage Expense	575.00		575.00				0	575.00
100-5536-10-06	Training/Seminars	1,600.00		1,600.00	180.00			11.25	1,420.00
	Subtotal object - 05	4,490.00		4,490.00	180.00			4.009	4,310.00
100-5600-10-06	Special Events	4,898.00		4,898.00				0	4,898.00
	Subtotal object - 05	4,898.00		4,898.00				0	4,898.00
Program number: 6	**COMMUNICATIONS**	**305,431.00**		**305,431.00**	**79,093.93**	**23,585.11**		**25.896**	**226,337.07**
Program number: 7	**MUNICIPAL COURT**								
100-5110-10-07	Salaries & Wages	208,911.00		208,911.00	69,719.64	17,865.48		33.373	139,191.36
100-5115-10-07	Salaries - Overtime	270.00		270.00				0	270.00
100-5126-10-07	Salaries-Vacation Buy-Out	3,885.00		3,885.00	1,942.41			49.998	1,942.59
100-5140-10-07	Salaries - Longevity Pay	690.00		690.00	585.00			84.783	105.00
100-5143-10-07	Cell Phone Allowance				240.00	60.00		0	(240.00)
100-5145-10-07	Social Security Expense	13,298.00		13,298.00	4,359.13	1,080.35		32.78	8,938.87
100-5150-10-07	Medicare Expense	3,110.00		3,110.00	1,019.48	252.66		32.781	2,090.52

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	249.47	249.47		38.498	398.53
100-5160-10-07	Health Insurance	28,944.00		28,944.00	4,707.84	1,176.96		16.265	24,236.16
100-5162-10-07	HSA Expense	1,500.00		1,500.00				0	1,500.00
100-5165-10-07	Dental Insurance	1,342.00		1,342.00	293.08	67.60		21.839	1,048.92
100-5170-10-07	Life Insurance/AD&D	338.00		338.00	79.73	18.76		23.589	258.27
100-5175-10-07	Liability (TML)/Workers' Comp	1,190.00		1,190.00	537.98	113.86		45.208	652.02
100-5180-10-07	TMRS Expense	29,469.00		29,469.00	9,845.16	2,461.59		33.409	19,623.84
100-5185-10-07	Long/Short Term Disability	348.00		348.00	93.39	27.70		26.836	254.61
100-5186-10-07	WELLE-Wellness Prog Reimb Empl	600.00		600.00	200.00	50.00		33.333	400.00
	Subtotal object - 05	294,543.00		294,543.00	93,872.31	23,424.43		31.87	200,670.69
100-5210-10-07	Office Supplies	2,290.00		2,290.00	493.05	138.88		21.531	1,796.95
100-5230-10-07	Dues,Fees,& Subscriptions	300.00		300.00	110.00			36.667	190.00
100-5240-10-07	Postage and Delivery	3,800.00		3,800.00	498.93	124.43		13.13	3,301.07
100-5250-10-07	Publications	100.00		100.00				0	100.00
100-5280-10-07	Printing and Reproduction	1,700.00		1,700.00				0	1,700.00
100-5290-10-07	Other Charges and Services	350.00		350.00				0	350.00
	Subtotal object - 05	8,540.00		8,540.00	1,101.98	263.31		12.904	7,438.02
100-5310-10-07	Rental Expense	2,701.00		2,701.00	840.48	840.48		31.117	1,860.52
100-5330-10-07	Copier Expense	1,850.00		1,850.00	217.04	217.04		11.732	1,632.96
100-5350-10-07	VEHICLE EXPENSE	800.00		800.00	106.77	6.00		13.346	693.23
100-5352-10-07	FUEL	600.00		600.00	53.27	32.77		8.878	546.73
100-5353-10-07	OIL/GREASE/INSPECTIONS	300.00		300.00				0	300.00
	Subtotal object - 05	6,251.00		6,251.00	1,217.56	1,096.29		19.478	5,033.44
100-5410-10-07	Professional Services	3,500.00		3,500.00	900.00			25.714	2,600.00
100-5418-10-07	IT Fees	3,800.00		3,800.00	3,007.38	2,461.00		79.142	792.62
100-5419-10-07	IT Licenses	3,800.00		3,800.00	546.38			14.378	3,253.62
100-5420-10-07	Municipal Court/Judge Fees	41,800.00		41,800.00	10,200.00		34,000.00	24.402	(2,400.00)
100-5425-10-07	State Fines Expense	3,500.00		3,500.00	91.41			2.612	3,408.59
100-5430-10-07	Legal Fees	45,000.00		45,000.00	11,205.00	3,119.00		24.9	33,795.00
	Subtotal object - 05	101,400.00		101,400.00	25,950.17	5,580.00	34,000.00	25.592	41,449.83
100-5530-10-07	Travel	160.00		160.00				0	160.00
100-5533-10-07	Mileage Expense	800.00		800.00				0	800.00
100-5536-10-07	Training/Seminars	800.00		800.00				0	800.00
	Subtotal object - 05	1,760.00		1,760.00				0	1,760.00
100-7145-10-07	Transfer to VERF	769.00		769.00	256.32	64.08		33.332	512.68
	Subtotal object - 07	769.00		769.00	256.32	64.08		33.332	512.68
Program number: 7	**MUNICIPAL COURT**	**413,263.00**		**413,263.00**	**122,398.34**	**30,428.11**	**34,000.00**	**29.618**	**256,864.66**
Program number: 99	**NON-DEPARTMENTAL**								
100-5110-10-99	Salaries & Wages	(343,886.00)		(343,886.00)				0	(343,886.00)
100-5176-10-99	TML Prop. & Liab. Insurance	276,000.00		276,000.00	284,393.55	28,280.60		103.041	(8,393.55)
	Subtotal object - 05	(67,886.00)		(67,886.00)	284,393.55	28,280.60			(352,279.55)
100-5210-10-99	OFFICE SUPPLIES	1,000.00		1,000.00				0	1,000.00
100-5230-10-99	DUES,FEES,& SUBSCRIPTIONS	1,300.00		1,300.00				0	1,300.00
	Subtotal object - 05	2,300.00		2,300.00				0	2,300.00
100-5305-10-99	Chapt 380 Program Grant Exp	634,000.00		634,000.00	21,627.09	3,290.88		3.411	612,372.91
100-5306-10-99	Developer Rollback Incentives	25,000.00		25,000.00				0	25,000.00
100-5350-10-99	Vehicle Expense	1,872.00		1,872.00	232.64	48.99		12.427	1,639.36
100-5352-10-99	Fuel	1,000.00		1,000.00	32.79			3.279	967.21
	Subtotal object - 05	661,872.00		661,872.00	21,892.52	3,339.87		3.308	639,979.48
100-5410-10-99	Professional Services	81,000.00	952.43	81,952.43	16,225.18	7,800.18	46,277.43	19.798	19,449.82
100-5415-10-99	Tuition Reimbursement	30,395.00		30,395.00	10,663.06	3,036.66		35.082	19,731.94
100-5480-10-99	Contracted Services	36,000.00	19,300.00	55,300.00	17,500.00	4,200.00	42,100.00	31.646	(4,300.00)
	Subtotal object - 05	147,395.00	20,252.43	167,647.43	44,388.24	15,036.84	88,377.43	26.477	34,881.76

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5600-10-99	Special Events	11,000.00		11,000.00	7,078.74	4,320.00		64.352	3,921.26
	Subtotal object - 05	11,000.00		11,000.00	7,078.74	4,320.00		64.352	3,921.26
100-5930-10-99	Damage Claims Expense	65,000.00		65,000.00				0	65,000.00
	Subtotal object - 05	65,000.00		65,000.00				0	65,000.00
100-6110-10-99-2104-FC	Downtown Silos		763,000.00	763,000.00				0	763,000.00
	Subtotal object - 06		763,000.00	763,000.00				0	763,000.00
100-7000-10-99	Contingency	50,000.00	6,275.00	56,275.00	4,745.00		11,175.00	8.432	40,355.00
	Subtotal object - 07	50,000.00	6,275.00	56,275.00	4,745.00		11,175.00	8.432	40,355.00
100-7145-10-99	Transfer to VERF	3,702.00		3,702.00	1,234.00	308.50		33.333	2,468.00
	Subtotal object - 07	3,702.00		3,702.00	1,234.00	308.50		33.333	2,468.00
Program number: 99	**NON-DEPARTMENTAL**	**873,383.00**	**789,527.43**	**1,662,910.43**	**363,732.05**	**51,285.81**	**99,552.43**	**21.873**	**1,199,625.95**
Department number: 10	**ADMINISTRATION**	**5,598,394.00**	**793,415.23**	**6,391,809.23**	**1,708,477.60**	**410,599.14**	**431,558.86**	**26.729**	**4,251,772.77**
Program number: 1	**OPERATIONS**								
100-5110-20-01	Salaries & Wages	2,616,555.00		2,616,555.00	601,696.72	188,412.63		22.996	2,014,858.28
100-5115-20-01	Salaries - Overtime	229,166.00		229,166.00	48,841.24	10,239.34		21.313	180,324.76
100-5126-20-01	Salaries-Vacation Buy-Out	15,188.00		15,188.00	8,603.46			56.646	6,584.54
100-5127-20-01	Salaries-Certification Pay	28,980.00		28,980.00	7,571.27	1,703.02		26.126	21,408.73
100-5140-20-01	Salaries - Longevity Pay	5,895.00		5,895.00	5,090.00			86.344	805.00
100-5143-20-01	Cell Phone Allowance	3,000.00		3,000.00	1,000.00	250.00		33.333	2,000.00
100-5145-20-01	Social Security Expense	179,909.00		179,909.00	39,239.20	12,082.22		21.811	140,669.80
100-5150-20-01	Medicare Expense	42,075.00		42,075.00	9,730.70	2,825.72		23.127	32,344.30
100-5155-20-01	SUTA Expense	5,184.00		5,184.00	3,378.55	3,069.28		65.173	1,805.45
100-5160-20-01	Health Insurance	270,804.00		270,804.00	62,280.40	32,296.74		22.998	208,523.60
100-5162-20-01	HSA Expense	10,500.00		10,500.00				0	10,500.00
100-5165-20-01	Dental Insurance	12,394.00		12,394.00	2,596.47	882.28		20.949	9,797.53
100-5170-20-01	Life Insurance/AD&D	10,061.00		10,061.00	2,386.86	840.90		23.724	7,674.14
100-5175-20-01	Liability (TML)/Workers' Comp	67,596.00		67,596.00	16,142.33	4,525.13		23.881	51,453.67
100-5180-20-01	TMRS Expense	397,970.00		397,970.00	93,409.11	27,595.08		23.471	304,560.89
100-5185-20-01	Long/Short Term Disability	5,059.00		5,059.00	918.90	337.00		18.164	4,140.10
100-5186-20-01	WELLE-Wellness Prog Reimb Empl	11,400.00		11,400.00	1,734.92	482.48		15.219	9,665.08
100-5191-20-01	Hiring Cost	55.00		55.00	11.00			20	44.00
100-5192-20-01	Physical & Psychological	1,750.00		1,750.00	1,200.00	600.00		68.571	550.00
	Subtotal object - 05	3,913,541.00		3,913,541.00	905,831.13	286,141.82		23.146	3,007,709.87
100-5210-20-01	Office Supplies	18,335.00		18,335.00	793.70	287.14		4.329	17,541.30
100-5214-20-01	Tactical Supplies	37,000.00	1,171.98	38,171.98	1,181.34	248.40	1,171.98	3.095	35,818.66
100-5215-20-01	Ammunition	70,400.00		70,400.00				0	70,400.00
100-5220-20-01	Office Equipment	12,390.00		12,390.00	6,045.44		14,945.29	48.793	(8,600.73)
100-5230-20-01	Dues,Fees,& Subscriptions	8,360.00		8,360.00	1,565.62	596.39		18.728	6,794.38
100-5240-20-01	Postage and Delivery	1,500.00		1,500.00	701.15	140.31		46.743	798.85
100-5250-20-01	Publications				157.03	157.03		0	(157.03)
100-5265-20-01	Promotional Expense	500.00		500.00				0	500.00
100-5280-20-01	Printing and Reproduction	1,251.00		1,251.00	476.95			38.125	774.05
100-5290-20-01	Other Charges and Services	2,500.00		2,500.00	522.25	127.23		20.89	1,977.75
	Subtotal object - 05	152,236.00	1,171.98	153,407.98	11,443.48	1,556.50	16,117.27	7.46	125,847.23
100-5310-20-01	Rental Expense	3,000.00		3,000.00	1,195.74	500.77		39.858	1,804.26
100-5320-20-01	Repairs & Maintenance	1,000.00		1,000.00				0	1,000.00
100-5330-20-01	Copier Expense	2,000.00		2,000.00	241.84	241.84		12.092	1,758.16
100-5340-20-01	Building Repairs				29.82			0	(29.82)
100-5350-20-01	Vehicle Expense	91,700.00	(4,621.00)	87,079.00	26,212.14	11,090.95		30.102	60,866.86
100-5352-20-01	Fuel	93,400.00		93,400.00	14,240.16	4,689.88		15.246	79,159.84
100-5353-20-01	Oil/Grease/Inspections	1,050.00		1,050.00				0	1,050.00
	Subtotal object - 05	192,150.00	(4,621.00)	187,529.00	41,919.70	16,523.44		22.354	145,609.30
100-5400-20-01	Uniform Expense	62,848.00		62,848.00	31,230.80	20,548.15		49.693	31,617.20

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5410-20-01	Professional Services	2,500.00		2,500.00	3,455.58	1,104.69		138.223	(955.58)
100-5418-20-01	IT Fees	9,738.00		9,738.00				0	9,738.00
100-5419-20-01	IT Licenses	24,690.00		24,690.00	626.58	626.58		2.538	24,063.42
100-5430-20-01	Legal Fees	17,000.00		17,000.00	4,449.45	1,226.45		26.173	12,550.55
100-5480-20-01	Contracted Services	21,484.00		21,484.00	36,743.13	11,864.05		171.026	(15,259.13)
	Subtotal object - 05	138,260.00		138,260.00	76,505.54	35,369.92		55.335	61,754.46
100-5520-20-01	Telephones	5,350.00		5,350.00	241.26			4.51	5,108.74
100-5523-20-01	Water/Sewer Charges				82.74			0	(82.74)
100-5526-20-01	Data Network	17,000.00		17,000.00	1,126.67			6.627	15,873.33
100-5530-20-01	Travel	1,930.00		1,930.00	800.00	260.00		41.451	1,130.00
100-5533-20-01	Mileage Expense	1,000.00		1,000.00				0	1,000.00
100-5536-20-01	Training/Seminars	63,125.00		63,125.00	10,393.98	445.00		16.466	52,731.02
	Subtotal object - 05	88,405.00		88,405.00	12,644.65	705.00		14.303	75,760.35
100-5600-20-01	Special Events	5,000.00		5,000.00				0	5,000.00
100-5620-20-01	TOOLS & EQUIPMENT	71,742.00	(9,346.21)	62,395.79	15,473.31	2,427.73	5,693.38	24.799	41,229.10
100-5630-20-01	Safety Equipment	5,000.00		5,000.00	2,667.14	2,667.14		53.343	2,332.86
	Subtotal object - 05	81,742.00	(9,346.21)	72,395.79	18,140.45	5,094.87	5,693.38	25.057	48,561.96
100-6140-20-01	Capital Expense-Equipment		115,039.59	115,039.59			15,039.59	0	100,000.00
100-6160-20-01	Capital Expense-Vehicles	90,564.00		90,564.00			74,047.43	0	16,516.57
	Subtotal object - 06	90,564.00	115,039.59	205,603.59			89,087.02	0	116,516.57
100-7145-20-01	Transfer to VERF	268,636.00	4,621.00	273,257.00	94,166.32	27,007.33		34.461	179,090.68
	Subtotal object - 07	268,636.00	4,621.00	273,257.00	94,166.32	27,007.33		34.461	179,090.68
Program number: 1	**OPERATIONS**	**4,925,534.00**	**106,865.36**	**5,032,399.36**	**1,160,651.27**	**372,398.88**	**110,897.67**	**23.064**	**3,760,850.42**
Program number: 5	**DISPATCH**								
100-5110-20-05	Salaries & Wages	648,276.00		648,276.00	145,512.68	46,507.32		22.446	502,763.32
100-5115-20-05	Salaries - Overtime	10,545.00		10,545.00	13,722.46	3,986.03		130.132	(3,177.46)
100-5126-20-05	Salaries-Vacation Buy-Out	4,051.00		4,051.00	793.92			19.598	3,257.08
100-5127-20-05	Salaries-Certification Pay	13,560.00		13,560.00	5,295.96	1,176.88		39.056	8,264.04
100-5140-20-05	Salaries - Longevity Pay	1,995.00		1,995.00	1,820.00			91.228	175.00
100-5145-20-05	Social Security Expense	42,063.00		42,063.00	10,200.54	3,063.54		24.251	31,862.46
100-5150-20-05	Medicare Expense	9,838.00		9,838.00	2,385.61	716.48		24.249	7,452.39
100-5155-20-05	SUTA Expense	2,106.00		2,106.00	857.71	831.32		40.727	1,248.29
100-5160-20-05	Health Insurance	106,392.00		106,392.00	27,421.12	17,011.92		25.774	78,970.88
100-5162-20-05	HSA Expense	9,000.00		9,000.00				0	9,000.00
100-5165-20-05	Dental Insurance	5,196.00		5,196.00	1,054.55	380.48		20.295	4,141.45
100-5170-20-05	Life Insurance/AD&D	1,376.00		1,376.00	306.30	112.56		22.26	1,069.70
100-5175-20-05	Liability (TML)/Workers' Comp	1,956.00		1,956.00	426.67	116.38		21.813	1,529.33
100-5180-20-05	TMRS Expense	93,046.00		93,046.00	23,154.35	7,134.74		24.885	69,891.65
100-5185-20-05	Long/Short Term Disability	1,232.00		1,232.00	226.44	81.38		18.38	1,005.56
100-5186-20-05	WELLE-Wellness Prog Reimb Empl	4,200.00		4,200.00	844.04	256.64		20.096	3,355.96
	Subtotal object - 05	954,832.00		954,832.00	234,022.35	81,375.67		24.509	720,809.65
100-5210-20-05	Office Supplies	5,000.00		5,000.00	136.84	7.99		2.737	4,863.16
100-5212-20-05	Building Supplies	500.00		500.00	1,236.15	68.04		247.23	(736.15)
100-5220-20-05	Office Equipment	5,000.00		5,000.00	32.40			0.648	4,967.60
100-5230-20-05	Dues,Fees,& Subscriptions	3,520.00		3,520.00	923.00			26.222	2,597.00
100-5240-20-05	Postage and Delivery	100.00		100.00				0	100.00
100-5250-20-05	Publications	500.00		500.00				0	500.00
100-5280-20-05	Printing and Reproduction	1,000.00		1,000.00				0	1,000.00
	Subtotal object - 05	15,620.00		15,620.00	2,328.39	76.03		14.906	13,291.61
100-5330-20-05	Copier Expense	1,000.00		1,000.00	44.21	44.21		4.421	955.79
	Subtotal object - 05	1,000.00		1,000.00	44.21	44.21		4.421	955.79
100-5400-20-05	Uniform Expense	2,790.00		2,790.00	21.98			0.788	2,768.02
100-5419-20-05	IT Licenses				5,800.00			0	(5,800.00)

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
100-5430-20-05	Legal Fees	1,000.00		1,000.00				0	1,000.00
100-5480-20-05	Contracted Services	73,613.00	17,049.14	90,662.14	11,199.96		68,685.14	12.354	10,777.04
	Subtotal object - 05	77,403.00	17,049.14	94,452.14	17,021.94		68,685.14	18.022	8,745.06
100-5520-20-05	Telephones	1,632.00		1,632.00	168.43			10.32	1,463.57
100-5524-20-05	Gas				206.23	57.59		0	(206.23)
100-5526-20-05	Data Network	500.00		500.00				0	500.00
100-5530-20-05	Travel	1,600.00		1,600.00				0	1,600.00
100-5533-20-05	Mileage Expense	1,000.00		1,000.00				0	1,000.00
100-5536-20-05	Training/Seminars	11,650.00		11,650.00				0	11,650.00
	Subtotal object - 05	16,382.00		16,382.00	374.66	57.59		2.287	16,007.34
100-5600-20-05	Special Events	3,000.00		3,000.00	434.13	380.43		14.471	2,565.87
100-5620-20-05	Tools & Equipment				149.90			0	(149.90)
	Subtotal object - 05	3,000.00		3,000.00	584.03	380.43		19.468	2,415.97
100-6140-20-05	Capital Expense-Equipment		20,634.00	20,634.00	20,634.00		20,634.00	100	(20,634.00)
	Subtotal object - 06		20,634.00	20,634.00	20,634.00		20,634.00	100	(20,634.00)
100-7145-20-05	Transfer to VERF	3,713.00		3,713.00	1,237.68	309.42		33.334	2,475.32
	Subtotal object - 07	3,713.00		3,713.00	1,237.68	309.42		33.334	2,475.32
Program number: 5	**DISPATCH**	**1,071,950.00**	**37,683.14**	**1,109,633.14**	**276,247.26**	**82,243.35**	**89,319.14**	**24.895**	**744,066.74**
Department number: 20	**POLICE**	**5,997,484.00**	**144,548.50**	**6,142,032.50**	**1,436,898.53**	**454,642.23**	**200,216.81**	**23.395**	**4,504,917.16**
Program number: 1	**OPERATIONS**								
100-5110-30-01	Salaries & Wages	3,563,406.00		3,563,406.00	931,364.25	276,963.20		26.137	2,632,041.75
100-5115-30-01	Salaries - Overtime	587,168.00		587,168.00	161,759.02	48,735.45		27.549	425,408.98
100-5116-30-01	Salaries - FLSA Overtime	88,848.00		88,848.00	16,980.54	8,022.72		19.112	71,867.46
100-5126-30-01	Salaries-Vacation Buy-Out	2,978.00		2,978.00	3,096.39			103.975	(118.39)
100-5127-30-01	Salaries-Certification Pay	49,620.00		49,620.00	17,504.91	4,034.00		35.278	32,115.09
100-5140-30-01	Salaries - Longevity Pay	14,595.00		14,595.00	13,940.00			95.512	655.00
100-5143-30-01	Cell Phone Allowance	12,720.00		12,720.00	3,220.00	805.00		25.314	9,500.00
100-5145-30-01	Social Security Expense	262,291.00		262,291.00	66,283.08	19,877.99		25.271	196,007.92
100-5150-30-01	Medicare Expense	61,343.00		61,343.00	16,188.48	4,648.88		26.39	45,154.52
100-5155-30-01	SUTA Expense	8,424.00		8,424.00	5,508.16	4,815.92		65.387	2,915.84
100-5160-30-01	Health Insurance	338,076.00		338,076.00	130,689.54	67,944.37		38.657	207,386.46
100-5162-30-01	HSA Expense	31,500.00		31,500.00				0	31,500.00
100-5165-30-01	Dental Insurance	16,095.00		16,095.00	4,140.78	1,325.56		25.727	11,954.22
100-5170-30-01	Life Insurance/AD&D	12,702.00		12,702.00	3,448.98	1,119.78		27.153	9,253.02
100-5171-30-01	Life Insurance-Supplemental	8,000.00		8,000.00	6,241.00			78.013	1,759.00
100-5175-30-01	Liability (TML)/Workers' Comp	107,881.00		107,881.00	28,988.96	8,297.26		26.871	78,892.04
100-5180-30-01	TMRS Expense	554,153.00		554,153.00	154,170.17	45,224.32		27.821	399,982.83
100-5185-30-01	Long/Short Term Disability	6,519.00		6,519.00	1,425.22	484.42		21.863	5,093.78
100-5186-30-01	WELLE-Wellness Prog Reimb Empl	12,600.00		12,600.00	3,892.78	1,453.28		30.895	8,707.22
100-5194-30-01	FD Annual Phy & Screening	32,905.00		32,905.00	238.00		27,072.00	0.723	5,595.00
	Subtotal object - 05	5,771,824.00		5,771,824.00	1,569,080.26	493,752.15	27,072.00	27.185	4,175,671.74
100-5210-30-01	Office Supplies	7,800.00		7,800.00	2,312.37	495.51		29.646	5,487.63
100-5212-30-01	Building Supplies	11,500.00		11,500.00	3,228.20	604.50		28.071	8,271.80
100-5220-30-01	Office Equipment	11,945.00		11,945.00	142.95	94.97	3,887.59	1.197	7,914.46
100-5230-30-01	Dues,Fees,& Subscriptions	16,400.00		16,400.00	5,609.09	700.98		34.202	10,790.91
100-5240-30-01	Postage and Delivery	400.00		400.00	169.44			42.36	230.56
100-5250-30-01	Publications	500.00		500.00	56.37			11.274	443.63
100-5280-30-01	Printing and Reproduction	1,900.00		1,900.00	270.00			14.211	1,630.00
100-5290-30-01	Other Charges and Services	4,500.00		4,500.00	215.15	20.99		4.781	4,284.85
	Subtotal object - 05	54,945.00		54,945.00	12,003.57	1,916.95	3,887.59	21.847	39,053.84
100-5320-30-01	Repairs & Maintenance	32,000.00		32,000.00	1,047.39	105.00		3.273	30,952.61
100-5330-30-01	Copier Expense	3,613.00		3,613.00	346.46	346.46		9.589	3,266.54
100-5335-30-01	Radio/Video Equip. and Repairs	22,760.00	(18,058.55)	4,701.45	1,795.60	939.87		38.192	2,905.85

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
100-5340-30-01	Building Repairs	45,000.00		45,000.00	13,179.71	717.71		29.288	31,820.29
100-5350-30-01	Vehicle Expense	101,386.00		101,386.00	25,742.06	5,537.71		25.39	75,643.94
100-5352-30-01	Fuel	38,500.00		38,500.00	8,684.88	3,073.90		22.558	29,815.12
100-5353-30-01	Oil/Grease/Inspections	950.00		950.00	244.86	109.95		25.775	705.14
	Subtotal object - 05	244,209.00	(18,058.55)	226,150.45	51,040.96	10,830.60		22.569	175,109.49
100-5400-30-01	Uniform Expense	56,500.00		56,500.00	57.00		30,000.00	0.101	26,443.00
100-5419-30-01	IT Licenses	16,420.00		16,420.00				0	16,420.00
100-5430-30-01	Legal Fees	4,000.00		4,000.00	513.00			12.825	3,487.00
100-5440-30-01	EMS	141,920.04		141,920.04	31,009.00	5,922.88	6,123.20	21.85	104,787.84
100-5445-30-01	Emergency Management	25,230.00		25,230.00	16,509.57	238.68		65.436	8,720.43
100-5480-30-01	Contracted Services	74,000.00		74,000.00	64,223.08	207.77	6,750.00	86.788	3,026.92
	Subtotal object - 05	318,070.04		318,070.04	112,311.65	6,369.33	42,873.20	35.31	162,885.19
100-5520-30-01	Telephones	2,292.00		2,292.00	205.74			8.976	2,086.26
100-5523-30-01	Water/Sewer Charges	18,800.00		18,800.00	2,653.70	587.44		14.115	16,146.30
100-5524-30-01	Gas	4,500.00		4,500.00	1,834.49	1,404.29		40.766	2,665.51
100-5525-30-01	Electricity	38,500.00		38,500.00	8,134.98	4,521.39		21.13	30,365.02
100-5526-30-01	Data Network	9,820.00		9,820.00	1,517.06			15.449	8,302.94
100-5530-30-01	Travel	2,120.00		2,120.00	822.00	150.00		38.774	1,298.00
100-5533-30-01	Mileage Expense	750.00		750.00				0	750.00
100-5536-30-01	Training/Seminars	45,586.24		45,586.24	11,073.74	2,656.10		24.292	34,512.50
	Subtotal object - 05	122,368.24		122,368.24	26,241.71	9,319.22		21.445	96,126.53
100-5610-30-01	Fire Fighting Equipment	20,000.00		20,000.00	10,929.01	3,399.32		54.645	9,070.99
100-5620-30-01	Tools & Equipment	1,000.00		1,000.00	204.48			20.448	795.52
100-5630-30-01	Safety Equipment	72,434.00		72,434.00	15,554.88	8,553.85	15,346.12	21.475	41,533.00
	Subtotal object - 05	93,434.00		93,434.00	26,688.37	11,953.17	15,346.12	28.564	51,399.51
100-6110-30-01	Capital Expenditure		146,493.00	146,493.00	8,874.99	1,224.99	122,014.57	6.058	15,603.44
100-6140-30-01	Capital Expense-Equipment		17,403.55	17,403.55			17,403.55	0	
100-6160-30-01	Capital Expense-Vehicles	68,435.00	655.00	69,090.00			66,359.50	0	2,730.50
	Subtotal object - 06	68,435.00	164,551.55	232,986.55	8,874.99	1,224.99	205,777.62	3.809	18,333.94
100-7144-30-01	Transfer to Bond Fund		1,810,000.00	1,810,000.00	1,810,000.00	1,810,000.00		100	
100-7145-30-01	Transfer to VERF	531,346.00		531,346.00	177,115.28	44,278.82		33.333	354,230.72
	Subtotal object - 07	531,346.00	1,810,000.00	2,341,346.00	1,987,115.28	1,854,278.82		84.871	354,230.72
Program number: 1	**OPERATIONS**	**7,204,631.28**	**1,956,493.00**	**9,161,124.28**	**3,793,356.79**	**2,389,645.23**	**294,956.53**	**41.407**	**5,072,810.96**
Program number: 5	**MARSHAL**								
100-5110-30-05	Salaries & Wages	296,961.00		296,961.00	84,300.99	24,809.01		28.388	212,660.01
100-5115-30-05	Salaries - Overtime	24,404.00		24,404.00	4,898.75	349.42		20.074	19,505.25
100-5126-30-05	Salaries-Vacation Buy-Out	2,610.00		2,610.00	2,609.60			99.985	0.40
100-5140-30-05	Salaries - Longevity Pay	1,385.00		1,385.00	1,330.00			96.029	55.00
100-5143-30-05	Cell Phone Allowance	3,060.00		3,060.00	1,020.00	255.00		33.333	2,040.00
100-5145-30-05	Social Security Expense	20,362.00		20,362.00	5,412.31	1,480.10		26.58	14,949.69
100-5150-30-05	Medicare Expense	4,763.00		4,763.00	1,265.78	346.15		26.575	3,497.22
100-5155-30-05	SUTA Expense	648.00		648.00	319.32	319.32		49.278	328.68
100-5160-30-05	Health Insurance	36,279.00		36,279.00	6,995.27	1,958.28		19.282	29,283.73
100-5165-30-05	Dental Insurance	1,639.00		1,639.00	392.57	105.02		23.952	1,246.43
100-5170-30-05	Life Insurance/AD&D	1,162.00		1,162.00	342.54	93.78		29.478	819.46
100-5175-30-05	Liability (TML)/Workers' Comp	7,877.00		7,877.00	1,946.76	570.46		24.714	5,930.24
100-5180-30-05	TMRS Expense	45,069.00		45,069.00	12,637.08	3,479.44		28.039	32,431.92
100-5185-30-05	Long/Short Term Disability	565.00		565.00	140.61	47.14		24.887	424.39
100-5186-30-05	WELLE-Wellness Prog Reimb Empl	450.00		450.00	165.00	165.00		36.667	285.00
100-5194-30-05	FD Annual Phy & Screening	1,678.00		1,678.00			1,425.00	0	253.00
	Subtotal object - 05	448,912.00		448,912.00	123,776.58	33,978.12	1,425.00	27.573	323,710.42
100-5210-30-05	Office Supplies	350.00		350.00	16.09			4.597	333.91
100-5215-30-05	Ammunition	1,250.00		1,250.00				0	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			1,195.14	0	1,749.86
100-5230-30-05	Dues,Fees,& Subscriptions	750.00		750.00	475.10			63.347	274.90
100-5240-30-05	Postage and Delivery	100.00		100.00				0	100.00
100-5250-30-05	Publications	2,545.00		2,545.00	1,345.50	1,345.50		52.868	1,199.50
100-5280-30-05	Printing and Reproduction	500.00		500.00	81.86	81.86		16.372	418.14
100-5295-30-05	Public Education/Fire Prevent	7,500.00		7,500.00	54.26			0.723	7,445.74
	Subtotal object - 05	15,940.00		15,940.00	1,972.81	1,427.36	1,195.14	12.376	12,772.05
100-5335-30-05	Radio/Video Equip. and Repairs	500.00		500.00	1,838.00	1,838.00		367.6	(1,338.00)
100-5350-30-05	Vehicle Expense	3,000.00		3,000.00	480.11	281.88		16.004	2,519.89
100-5352-30-05	Fuel	3,000.00		3,000.00	431.23	162.96		14.374	2,568.77
100-5353-30-05	Oil/Grease/Inspections	500.00		500.00				0	500.00
	Subtotal object - 05	7,000.00		7,000.00	2,749.34	2,282.84		39.276	4,250.66
100-5400-30-05	Uniform Expense	3,500.00		3,500.00				0	3,500.00
100-5419-30-05	IT Licenses	165.00		165.00				0	165.00
100-5430-30-05	Legal Fees	2,500.00		2,500.00				0	2,500.00
100-5480-30-05	Contracted Services	2,650.00		2,650.00				0	2,650.00
	Subtotal object - 05	8,815.00		8,815.00				0	8,815.00
100-5526-30-05	Data Network	1,845.00		1,845.00	113.97			6.177	1,731.03
100-5530-30-05	Travel	735.00		735.00				0	735.00
100-5536-30-05	Training/Seminars	5,950.00		5,950.00	528.00	199.00		8.874	5,422.00
	Subtotal object - 05	8,530.00		8,530.00	641.97	199.00		7.526	7,888.03
100-5620-30-05	Tools & Equipment	500.00		500.00				0	500.00
100-5630-30-05	Safety Equipment	4,000.00		4,000.00				0	4,000.00
100-5640-30-05	Signs & Hardware	350.00		350.00				0	350.00
	Subtotal object - 05	4,850.00		4,850.00				0	4,850.00
100-7145-30-05	Transfer to VERF	14,787.00		14,787.00	4,929.00	1,232.25		33.333	9,858.00
	Subtotal object - 07	14,787.00		14,787.00	4,929.00	1,232.25		33.333	9,858.00
Program number: 5	**MARSHAL**	**508,834.00**		**508,834.00**	**134,069.70**	**39,119.57**	**2,620.14**	**26.348**	**372,144.16**
Department number: 30	**FIRE**	**7,713,465.28**	**1,956,493.00**	**9,669,958.28**	**3,927,426.49**	**2,428,764.80**	**297,576.67**	**40.615**	**5,444,955.12**
Program number: 1	**INSPECTIONS**								
100-5110-40-01	Salaries & Wages	1,002,143.00		1,002,143.00	287,467.50	69,767.54		28.685	714,675.50
100-5115-40-01	Salaries - Overtime	1,000.00		1,000.00	9,463.50	2,550.96		946.35	(8,463.50)
100-5126-40-01	Salaries-Vacation Buy-Out	4,438.00		4,438.00				0	4,438.00
100-5140-40-01	Salaries - Longevity Pay	3,370.00		3,370.00	2,965.00			87.982	405.00
100-5143-40-01	Cell Phone Allowance	4,860.00		4,860.00	1,040.00	280.00		21.399	3,820.00
100-5145-40-01	Social Security Expense	62,981.00		62,981.00	18,127.66	4,270.36		28.783	44,853.34
100-5150-40-01	Medicare Expense	14,730.00		14,730.00	4,239.55	998.72		28.782	10,490.45
100-5155-40-01	SUTA Expense	2,592.00		2,592.00	1,305.36	1,162.47		50.361	1,286.64
100-5160-40-01	Health Insurance	135,072.00		135,072.00	37,647.67	14,175.84		27.872	97,424.33
100-5162-40-01	HSA Expense	6,000.00		6,000.00				0	6,000.00
100-5165-40-01	Dental Insurance	6,534.00		6,534.00	1,706.06	441.74		26.11	4,827.94
100-5170-40-01	Life Insurance/AD&D	1,801.00		1,801.00	529.97	140.70		29.426	1,271.03
100-5175-40-01	Liability (TML)/Workers' Comp	4,899.00		4,899.00	1,935.20	381.51		39.502	2,963.80
100-5180-40-01	TMRS Expense	139,573.00		139,573.00	41,870.89	9,973.31		29.999	97,702.11
100-5185-40-01	Long/Short Term Disability	1,905.00		1,905.00	476.99	132.55		25.039	1,428.01
100-5186-40-01	WELLE-Wellness Prog Reimb Empl	3,000.00		3,000.00	1,136.18	267.48		37.873	1,863.82
	Subtotal object - 05	1,394,898.00		1,394,898.00	409,911.53	104,543.18		29.386	984,986.47
100-5210-40-01	Office Supplies	5,000.00	(400.00)	4,600.00	1,481.07	238.31		32.197	3,118.93
100-5220-40-01	Office Equipment	3,000.00	(300.00)	2,700.00	134.60			4.985	2,565.40
100-5230-40-01	Dues,Fees,& Subscriptions	2,240.00		2,240.00	375.00	165.00		16.741	1,865.00
100-5240-40-01	Postage and Delivery	25.00		25.00	0.50			2	24.50
100-5250-40-01	Publications	3,000.00		3,000.00	627.12	627.12		20.904	2,372.88
100-5280-40-01	Printing and Reproduction	1,000.00		1,000.00	360.22			36.022	639.78

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
100-5290-40-01	Other Charges and Services	300.00		300.00	112.31	112.31		37.437	187.69
	Subtotal object - 05	14,565.00	(700.00)	13,865.00	3,090.82	1,142.74		22.292	10,774.18
100-5330-40-01	Copier Expense	2,500.00		2,500.00	559.87	559.87		22.395	1,940.13
100-5350-40-01	Vehicle Expense	10,371.00		10,371.00	2,110.00	1,027.02		20.345	8,261.00
100-5352-40-01	Fuel	6,500.00		6,500.00	1,513.36	645.54		23.282	4,986.64
	Subtotal object - 05	19,371.00		19,371.00	4,183.23	2,232.43		21.595	15,187.77
100-5400-40-01	Uniform Expense	3,000.00		3,000.00	1,681.89	421.21		56.063	1,318.11
100-5410-40-01	Professional Services	274,000.00		274,000.00				0	274,000.00
100-5418-40-01	IT Fees	431,466.00		431,466.00	53,511.70	53,511.70		12.402	377,954.30
100-5430-40-01	Legal Fees	2,000.00		2,000.00	323.00	38.00		16.15	1,677.00
100-5475-40-01	Credit Card Fees	15,000.00		15,000.00	14,933.65	3,121.55		99.558	66.35
100-5480-40-01	Contracted Services	3,000.00		3,000.00				0	3,000.00
100-5481-40-01	Cash Over/Short				0.20	0.20		0	(0.20)
	Subtotal object - 05	728,466.00		728,466.00	70,450.44	57,092.66		9.671	658,015.56
100-5520-40-01	Telephones	650.00		650.00	34.99			5.383	615.01
100-5526-40-01	Data Network	4,320.00		4,320.00	392.23			9.079	3,927.77
100-5530-40-01	Travel	1,042.00		1,042.00				0	1,042.00
100-5533-40-01	Mileage Expense	1,283.00		1,283.00				0	1,283.00
100-5536-40-01	Training/Seminars	14,193.00		14,193.00	1,524.88	419.00		10.744	12,668.12
	Subtotal object - 05	21,488.00		21,488.00	1,952.10	419.00		9.085	19,535.90
100-5620-40-01	Tools & Equipment	1,450.00		1,450.00	239.60	239.60		16.524	1,210.40
100-5630-40-01	Safety Equipment	1,600.00		1,600.00	905.70	86.78		56.606	694.30
	Subtotal object - 05	3,050.00		3,050.00	1,145.30	326.38		37.551	1,904.70
100-7145-40-01	Transfer to VERF	29,351.00		29,351.00	9,783.68	2,445.92		33.333	19,567.32
	Subtotal object - 07	29,351.00		29,351.00	9,783.68	2,445.92		33.333	19,567.32
Program number: 1	**INSPECTIONS**	**2,211,189.00**	**(700.00)**	**2,210,489.00**	**500,517.10**	**168,202.31**		**22.643**	**1,709,971.90**
Program number: 2	**CODE COMPLIANCE**								
100-5110-40-02	Salaries & Wages	181,261.00		181,261.00	58,715.14	13,950.40		32.393	122,545.86
100-5115-40-02	Salaries - Overtime	760.00		760.00				0	760.00
100-5126-40-02	Salaries-Vacation Buy-Out				1,059.60			0	(1,059.60)
100-5140-40-02	Salaries - Longevity Pay	665.00		665.00	690.00			103.759	(25.00)
100-5143-40-02	Cell Phone Allowance	720.00		720.00	240.00	60.00		33.333	480.00
100-5145-40-02	Social Security Expense	11,372.00		11,372.00	3,494.42	799.89		30.728	7,877.58
100-5150-40-02	Medicare Expense	2,660.00		2,660.00	817.25	187.07		30.724	1,842.75
100-5155-40-02	SUTA Expense	486.00		486.00	225.34	225.34		46.366	260.66
100-5160-40-02	Health Insurance	28,944.00		28,944.00	7,524.32	2,002.32		25.996	21,419.68
100-5162-40-02	HSA Expense	750.00		750.00				0	750.00
100-5165-40-02	Dental Insurance	1,292.00		1,292.00	389.76	103.74		30.167	902.24
100-5170-40-02	Life Insurance/AD&D	338.00		338.00	103.18	28.14		30.527	234.82
100-5175-40-02	Liability (TML)/Workers' Comp	1,115.00		1,115.00	307.40	58.20		27.57	807.60
100-5180-40-02	TMRS Expense	25,200.00		25,200.00	8,244.16	1,932.58		32.715	16,955.84
100-5185-40-02	Long/Short Term Disability	345.00		345.00	95.96	25.71		27.814	249.04
100-5186-40-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	215.00	115.00		35.833	385.00
	Subtotal object - 05	256,508.00		256,508.00	82,121.53	19,488.39		32.015	174,386.47
100-5210-40-02	Office Supplies	500.00		500.00	179.16	53.48		35.832	320.84
100-5220-40-02	Office Equipment	500.00		500.00	444.87			88.974	55.13
100-5230-40-02	Dues,Fees,& Subscriptions	1,095.00		1,095.00	192.00			17.534	903.00
100-5240-40-02	Postage and Delivery	500.00		500.00	199.88	38.28		39.976	300.12
100-5250-40-02	Publications				12.64			0	(12.64)
100-5280-40-02	Printing and Reproduction	1,350.00		1,350.00	259.88			19.25	1,090.12
100-5290-40-02	Other Charges and Services				51.54	51.54		0	(51.54)
	Subtotal object - 05	3,945.00		3,945.00	1,339.97	143.30		33.966	2,605.03
100-5330-40-02	Copier Expense	50.00		50.00	1.38	1.38		2.76	48.62

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5350-40-02	Vehicle Expense	2,867.00		2,867.00	513.43	146.42		17.908	2,353.57
100-5352-40-02	Fuel	1,800.00		1,800.00	261.80	83.81		14.544	1,538.20
	Subtotal object - 05	4,717.00		4,717.00	776.61	231.61		16.464	3,940.39
100-5400-40-02	Uniform Expense	600.00		600.00	397.96	276.00		66.327	202.04
100-5418-40-02	IT Fees	440.00		440.00				0	440.00
100-5419-40-02	IT Licenses	1,000.00		1,000.00				0	1,000.00
100-5430-40-02	Legal Fees	1,750.00		1,750.00	8,406.00	5,575.00		480.343	(6,656.00)
100-5435-40-02	Legal Notices/Filings	250.00		250.00	68.00			27.2	182.00
100-5480-40-02	Contracted Services	125,137.00		125,137.00	350.00			0.28	124,787.00
	Subtotal object - 05	129,177.00		129,177.00	9,221.96	5,851.00		7.139	119,955.04
100-5520-40-02	Telephones	1,368.00		1,368.00	63.13			4.615	1,304.87
100-5526-40-02	Data Network	912.00		912.00	37.99			4.166	874.01
100-5530-40-02	Travel	394.00		394.00				0	394.00
100-5533-40-02	Mileage Expense	620.00		620.00				0	620.00
100-5536-40-02	Training/Seminars	1,800.00		1,800.00				0	1,800.00
	Subtotal object - 05	5,094.00		5,094.00	101.12			1.985	4,992.88
100-5600-40-02	Special Events	250.00		250.00				0	250.00
100-5620-40-02	Tools & Equipment	400.00		400.00	286.26			71.565	113.74
100-5640-40-02	Signs & Hardware	200.00	700.00	900.00	889.62			98.847	10.38
	Subtotal object - 05	850.00	700.00	1,550.00	1,175.88			75.863	374.12
100-7145-40-02	Transfer to VERF	8,495.00		8,495.00	2,831.68	707.92		33.333	5,663.32
	Subtotal object - 07	8,495.00		8,495.00	2,831.68	707.92		33.333	5,663.32
Program number: 2	**CODE COMPLIANCE**	**408,786.00**	**700.00**	**409,486.00**	**97,568.75**	**26,422.22**		**23.827**	**311,917.25**
Program number: 3	**PLANNING**								
100-5110-40-03	Salaries & Wages	408,567.00		408,567.00	159,987.39	50,228.40		39.158	248,579.61
100-5115-40-03	Salaries - Overtime	2,000.00		2,000.00	562.39	248.59		28.12	1,437.61
100-5126-40-03	Salaries-Vacation Buy-Out	5,935.00		5,935.00	4,910.16			82.732	1,024.84
100-5140-40-03	Salaries - Longevity Pay	1,980.00		1,980.00	1,970.00			99.495	10.00
100-5143-40-03	Cell Phone Allowance	2,760.00		2,760.00	835.00	145.00		30.254	1,925.00
100-5145-40-03	Social Security Expense	26,117.00		26,117.00	9,885.88	3,035.80		37.852	16,231.12
100-5150-40-03	Medicare Expense	6,108.00		6,108.00	2,312.00	709.98		37.852	3,796.00
100-5155-40-03	SUTA Expense	810.00		810.00	486.95	486.95		60.117	323.05
100-5160-40-03	Health Insurance	48,240.00		48,240.00	21,618.70	8,615.86		44.815	26,621.30
100-5162-40-03	HSA Expense	6,750.00		6,750.00				0	6,750.00
100-5165-40-03	Dental Insurance	2,250.00		2,250.00	708.80	146.60		31.502	1,541.20
100-5170-40-03	Life Insurance/AD&D	638.00		638.00	198.73	44.47		31.149	439.27
100-5175-40-03	Liability (TML)/Workers' Comp	1,606.00		1,606.00	633.71	192.34		39.459	972.29
100-5180-40-03	TMRS Expense	57,879.00		57,879.00	22,848.65	6,956.71		39.477	35,030.35
100-5185-40-03	Long/Short Term Disability	777.00		777.00	274.15	95.44		35.283	502.85
100-5186-40-03	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	571.64	154.16		31.758	1,228.36
	Subtotal object - 05	574,217.00		574,217.00	227,804.15	71,060.30		39.672	346,412.85
100-5210-40-03	Office Supplies	2,200.00		2,200.00	249.85	116.39		11.357	1,950.15
100-5220-40-03	Office Equipment	1,000.00		1,000.00				0	1,000.00
100-5230-40-03	Dues,Fees,& Subscriptions	2,999.00		2,999.00	398.00			13.271	2,601.00
100-5240-40-03	Postage and Delivery	550.00		550.00	49.50	7.00		9	500.50
100-5250-40-03	Publications	150.00		150.00				0	150.00
100-5280-40-03	Printing and Reproduction	250.00		250.00	193.00			77.2	57.00
100-5290-40-03	Other Charges and Services				46.25	46.25		0	(46.25)
	Subtotal object - 05	7,149.00		7,149.00	936.60	169.64		13.101	6,212.40
100-5330-40-03	Copier Expense	3,000.00		3,000.00	215.92	215.92		7.197	2,784.08
	Subtotal object - 05	3,000.00		3,000.00	215.92	215.92		7.197	2,784.08
100-5400-40-03	Uniform Expense	750.00		750.00	302.92	302.92		40.389	447.08
100-5410-40-03	Professional Services	112,800.00	95,000.00	207,800.00	7,700.00		96,911.00	3.705	103,189.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5418-40-03	IT Fees	5,075.00		5,075.00				0	5,075.00
100-5419-40-03	IT Licenses	8,497.00		8,497.00	11,773.10	9,843.28		138.556	(3,276.10)
100-5430-40-03	Legal Fees	28,000.00		28,000.00	10,150.01	2,776.06		36.25	17,849.99
100-5435-40-03	Legal Notices/Filings	2,000.00		2,000.00	108.00	108.00		5.4	1,892.00
	Subtotal object - 05	157,122.00	95,000.00	252,122.00	30,034.03	13,030.26	96,911.00	11.912	125,176.97
100-5526-40-03	Data Network	3,360.00		3,360.00	303.92			9.045	3,056.08
100-5530-40-03	Travel	1,589.00		1,589.00				0	1,589.00
100-5533-40-03	Mileage Expense	280.00		280.00				0	280.00
100-5536-40-03	Training/Seminars	3,100.00		3,100.00				0	3,100.00
	Subtotal object - 05	8,329.00		8,329.00	303.92			3.649	8,025.08
100-7145-40-03	Transfer to VERF	1,512.00		1,512.00	504.00	126.00		33.333	1,008.00
	Subtotal object - 07	1,512.00		1,512.00	504.00	126.00		33.333	1,008.00
Program number: 3	**PLANNING**	**751,329.00**	**95,000.00**	**846,329.00**	**259,798.62**	**84,602.12**	**96,911.00**	**30.697**	**489,619.38**
Department number: 40	**DEVELOPMENT SERVICES**	**3,371,304.00**	**95,000.00**	**3,466,304.00**	**857,884.47**	**279,226.65**	**96,911.00**	**24.749**	**2,511,508.53**
Program number: 1	**STREETS**								
100-5110-50-01	Salaries & Wages	393,871.00		393,871.00	139,584.61	31,702.16		35.439	254,286.39
100-5115-50-01	Salaries - Overtime	15,763.00		15,763.00	2,460.02	335.19		15.606	13,302.98
100-5140-50-01	Salaries - Longevity Pay	2,485.00		2,485.00	2,355.00			94.769	130.00
100-5145-50-01	Social Security Expense	25,490.00		25,490.00	8,352.14	1,830.13		32.766	17,137.86
100-5150-50-01	Medicare Expense	5,962.00		5,962.00	1,953.32	428.02		32.763	4,008.68
100-5155-50-01	SUTA Expense	972.00		972.00	513.67	513.67		52.847	458.33
100-5160-50-01	Health Insurance	77,184.00		77,184.00	30,691.44	12,735.36		39.764	46,492.56
100-5162-50-01	HSA Expense	6,750.00		6,750.00				0	6,750.00
100-5165-50-01	Dental Insurance	3,490.00		3,490.00	1,136.82	274.14		32.574	2,353.18
100-5170-50-01	Life Insurance/AD&D	901.00		901.00	300.16	75.04		33.314	600.84
100-5175-50-01	Liability (TML)/Workers' Comp	17,781.00		17,781.00	6,364.97	1,185.50		35.796	11,416.03
100-5180-50-01	TMRS Expense	56,488.00		56,488.00	19,663.30	4,408.81		34.81	36,824.70
100-5185-50-01	Long/Short Term Disability	749.00		749.00	221.34	57.52		29.551	527.66
100-5186-50-01	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	350.00	50.00		29.167	850.00
	Subtotal object - 05	609,086.00		609,086.00	213,946.79	53,595.54		35.126	395,139.21
100-5210-50-01	Office Supplies	660.00		660.00				0	660.00
100-5220-50-01	Office Equipment	500.00		500.00				0	500.00
100-5230-50-01	Dues,Fees,& Subscriptions	1,800.00		1,800.00				0	1,800.00
	Subtotal object - 05	2,960.00		2,960.00				0	2,960.00
100-5310-50-01	Rental Expense	36,000.00		36,000.00	4,204.50			11.679	31,795.50
100-5320-50-01	Repairs & Maintenance	500.00		500.00				0	500.00
100-5321-50-01	Signal Light Repairs	30,000.00		30,000.00	3,362.92	2,835.00	9,972.00	11.21	16,665.08
100-5326-50-01	Street Light Repairs				2,601.50	1,517.50		0	(2,601.50)
100-5340-50-01	Building Repairs	500.00		500.00				0	500.00
100-5350-50-01	Vehicle Expense	13,440.00		13,440.00	5,501.28	1,300.71		40.932	7,938.72
100-5351-50-01	Equipment Expense/Repair	8,000.00		8,000.00	535.22			6.69	7,464.78
100-5352-50-01	Fuel	11,500.00		11,500.00	2,767.10	1,042.77		24.062	8,732.90
100-5353-50-01	Oil/Grease/Inspections	600.00		600.00	90.38	90.38		15.063	509.62
	Subtotal object - 05	100,540.00		100,540.00	19,062.90	6,786.36	9,972.00	18.961	71,505.10
100-5400-50-01	Uniform Expense	6,500.00		6,500.00	2,901.57			44.64	3,598.43
100-5419-50-01	IT LICENSES	400.00		400.00				0	400.00
100-5430-50-01	Legal Fees	300.00		300.00				0	300.00
100-5480-50-01	Contracted Services	253,527.00	11,735.40	265,262.40	54,622.00	48,397.00	134,219.40	20.592	76,421.00
100-5485-50-01	Contract Svcs - Annual Street	1,250,000.00		1,250,000.00				0	1,250,000.00
	Subtotal object - 05	1,510,727.00	11,735.40	1,522,462.40	57,523.57	48,397.00	134,219.40	3.778	1,330,719.43
100-5520-50-01	Telephones	2,500.00		2,500.00	267.02			10.681	2,232.98
100-5523-50-01	Water/Sewer Charges	500.00		500.00	143.25	34.10		28.65	356.75
100-5525-50-01	Electricity	2,500.00		2,500.00	750.00	250.00		30	1,750.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5526-50-01	Data Network	1,500.00		1,500.00	128.37	44.16		8.558	1,371.63
100-5527-50-01	Electricity - Street Lights	219,000.00		219,000.00	62,096.88	28,783.26		28.355	156,903.12
100-5530-50-01	Travel	100.00		100.00				0	100.00
100-5536-50-01	Training/Seminars	4,300.00		4,300.00				0	4,300.00
	Subtotal object - 05	230,400.00		230,400.00	63,385.52	29,111.52		27.511	167,014.48
100-5620-50-01	Tools & Equipment	8,500.00		8,500.00	1,587.81	1,472.30		18.68	6,912.19
100-5630-50-01	Safety Equipment	5,000.00		5,000.00	180.00			3.6	4,820.00
100-5640-50-01	Signs & Hardware	48,000.00		48,000.00	12,992.11			27.067	35,007.89
100-5650-50-01	Maintenance Materials	100,000.00		100,000.00	21,787.42	2,703.42	18,038.98	21.787	60,173.60
	Subtotal object - 05	161,500.00		161,500.00	36,547.34	4,175.72	18,038.98	22.63	106,913.68
100-6140-50-01	Capital Expense-Equipment	26,000.00		26,000.00			20,560.00	0	5,440.00
	Subtotal object - 06	26,000.00		26,000.00			20,560.00	0	5,440.00
100-7145-50-01	Transfer to VERF	50,315.00		50,315.00	16,771.68	4,192.92		33.333	33,543.32
	Subtotal object - 07	50,315.00		50,315.00	16,771.68	4,192.92		33.333	33,543.32
Program number: 1	**STREETS**	**2,691,528.00**	**11,735.40**	**2,703,263.40**	**407,237.80**	**146,259.06**	**182,790.38**	**15.065**	**2,113,235.22**
Program number: 5	**FACILITIES MANAGEMENT**								
100-5212-50-05	Building Supplies	6,000.00	5,962.50	11,962.50	7,213.39	366.78	5,962.50	60.3	(1,213.39)
	Subtotal object - 05	6,000.00	5,962.50	11,962.50	7,213.39	366.78	5,962.50	60.3	(1,213.39)
100-5340-50-05	Building Repairs	19,500.00		19,500.00	3,499.29	1,181.91		17.945	16,000.71
	Subtotal object - 05	19,500.00		19,500.00	3,499.29	1,181.91		17.945	16,000.71
100-5480-50-05	Contracted Services	375,351.00		375,351.00	22,859.23	778.77	353,044.52	6.09	(552.75)
	Subtotal object - 05	375,351.00		375,351.00	22,859.23	778.77	353,044.52	6.09	(552.75)
100-5523-50-05	Water/Sewer Charges	20,000.00		20,000.00	7,454.52	897.16		37.273	12,545.48
100-5524-50-05	Gas				1,061.99	732.28		0	(1,061.99)
100-5525-50-05	Electricity	160,000.00		160,000.00	27,259.12	9,391.72		17.037	132,740.88
	Subtotal object - 05	180,000.00		180,000.00	35,775.63	11,021.16		19.875	144,224.37
Program number: 5	**FACILITIES MANAGEMENT**	**580,851.00**	**5,962.50**	**586,813.50**	**69,347.54**	**13,348.62**	**359,007.02**	**11.818**	**158,458.94**
Department number: 50	**PUBLIC WORKS**	**3,272,379.00**	**17,697.90**	**3,290,076.90**	**476,585.34**	**159,607.68**	**541,797.40**	**14.486**	**2,271,694.16**
Program number: 1	**PARKS ADMINISTRATION**								
100-5110-60-01	Salaries & Wages	347,360.00		347,360.00	119,985.46	27,116.75		34.542	227,374.54
100-5115-60-01	Salaries - Overtime	500.00		500.00	2,303.42			460.684	(1,803.42)
100-5126-60-01	Salaries-Vacation Buy-Out	3,633.00		3,633.00	1,763.29			48.535	1,869.71
100-5140-60-01	Salaries - Longevity Pay	1,090.00		1,090.00	1,080.00			99.083	10.00
100-5143-60-01	Cell Phone Allowance	3,240.00		3,240.00	1,080.00	270.00		33.333	2,160.00
100-5145-60-01	Social Security Expense	22,061.00		22,061.00	7,902.84	1,746.86		35.823	14,158.16
100-5150-60-01	Medicare Expense	5,160.00		5,160.00	1,890.37	408.55		36.635	3,269.63
100-5155-60-01	SUTA Expense	648.00		648.00	446.83	446.83		68.955	201.17
100-5160-60-01	Health Insurance	38,592.00		38,592.00	16,277.54	7,600.08		42.179	22,314.46
100-5162-60-01	HSA Expense	3,750.00		3,750.00				0	3,750.00
100-5165-60-01	Dental Insurance	1,759.00		1,759.00	562.16	136.22		31.959	1,196.84
100-5170-60-01	Life Insurance/AD&D	451.00		451.00	118.56	29.64		26.288	332.44
100-5175-60-01	Liability (TML)/Workers' Comp	960.00		960.00	1,379.65	269.37		143.714	(419.65)
100-5180-60-01	TMRS Expense	48,890.00		48,890.00	17,051.57	3,745.54		34.877	31,838.43
100-5185-60-01	Long/Short Term Disability	660.00		660.00	202.44	51.51		30.673	457.56
100-5186-60-01	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	399.96	143.32		33.33	800.04
100-5190-60-01	Contract Labor	45,000.00		45,000.00	12,033.00	2,824.50		26.74	32,967.00
	Subtotal object - 05	524,954.00		524,954.00	184,477.09	44,789.17		35.142	340,476.91
100-5210-60-01	Office Supplies	2,000.00		2,000.00	134.32	24.99		6.716	1,865.68
100-5212-60-01	Building Supplies	500.00		500.00	73.66	28.98		14.732	426.34
100-5220-60-01	Office Equipment	1,500.00		1,500.00	25.99			1.733	1,474.01
100-5230-60-01	Dues,Fees,& Subscriptions	2,700.00		2,700.00				0	2,700.00
100-5240-60-01	Postage and Delivery	50.00		50.00				0	50.00
100-5280-60-01	Printing and Reproduction	300.00		300.00				0	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	233.97	53.97		3.319	6,816.03
100-5320-60-01	Repairs & Maintenance	15,500.00		15,500.00	550.00			3.548	14,950.00
100-5330-60-01	Copier Expense	2,800.00		2,800.00	103.41	103.41		3.693	2,696.59
100-5340-60-01	Building Repairs	34,660.00		34,660.00				0	34,660.00
100-5350-60-01	Vehicle Expense	500.00		500.00	215.25	46.31		43.05	284.75
100-5352-60-01	Fuel	525.00		525.00	41.63	22.23		7.93	483.37
100-5353-60-01	Oil/Grease/Inspections	100.00		100.00				0	100.00
	Subtotal object - 05	54,085.00		54,085.00	910.29	171.95		1.683	53,174.71
100-5400-60-01	Uniform Expense	750.00		750.00				0	750.00
100-5410-60-01	Professional Services	78,000.00	(67,715.00)	10,285.00	100.00		7,285.00	0.972	2,900.00
100-5419-60-01	IT Licenses	1,050.00		1,050.00				0	1,050.00
100-5430-60-01	Legal Fees	7,500.00		7,500.00	608.00	76.00		8.107	6,892.00
100-5435-60-01	Legal Notices/Filings	500.00		500.00				0	500.00
100-5480-60-01	Contracted Services	35,200.00		35,200.00	7,000.00	1,800.00		19.886	28,200.00
	Subtotal object - 05	123,000.00	(67,715.00)	55,285.00	7,708.00	1,876.00	7,285.00	13.942	40,292.00
100-5520-60-01	Telephones				35.18			0	(35.18)
100-5523-60-01	Water/Sewer Charges	1,500.00		1,500.00	242.25	58.58		16.15	1,257.75
100-5524-60-01	GAS	1,500.00		1,500.00	234.34	125.74		15.623	1,265.66
100-5525-60-01	Electricity	5,900.00		5,900.00	641.48	203.94		10.873	5,258.52
100-5526-60-01	Data Network	2,500.00		2,500.00				0	2,500.00
100-5530-60-01	Travel	1,415.00		1,415.00				0	1,415.00
100-5533-60-01	Mileage Expense	750.00		750.00				0	750.00
100-5536-60-01	Training/Seminars	3,700.00		3,700.00	449.00	449.00		12.135	3,251.00
	Subtotal object - 05	17,265.00		17,265.00	1,602.25	837.26		9.28	15,662.75
100-5600-60-01	Special Events				49.99			0	(49.99)
100-5601-60-01	Event - Prosper Christmas	65,000.00		65,000.00	4,372.94	644.66	12,050.00	6.728	48,577.06
	Subtotal object - 05	65,000.00		65,000.00	4,422.93	644.66	12,050.00	6.805	48,527.07
100-6110-60-01	Capital Expenditure	195,000.00	(195,000.00)					0	
	Subtotal object - 06	195,000.00	(195,000.00)					0	
100-7144-60-01	Transfer to Bond Fund		270,000.00	270,000.00	270,000.00	270,000.00		100	
100-7145-60-01	Transfer to VERF	5,486.00		5,486.00	1,828.68	457.17		33.334	3,657.32
	Subtotal object - 07	5,486.00	270,000.00	275,486.00	271,828.68	270,457.17		98.672	3,657.32
Program number: 1	**PARKS ADMINISTRATION**	**991,840.00**	**7,285.00**	**999,125.00**	**471,183.21**	**318,830.18**	**19,335.00**	**47.16**	**508,606.79**
Program number: 2	**PARKS OPERATIONS**								
100-5110-60-02	Salaries & Wages	972,099.00		972,099.00	335,185.61	78,644.41		34.481	636,913.39
100-5115-60-02	Salaries - Overtime	16,117.00		16,117.00	1,624.62	64.33		10.08	14,492.38
100-5126-60-02	Salaries-Vacation Buy-Out	8,576.00		8,576.00	2,674.20			31.182	5,901.80
100-5140-60-02	Salaries - Longevity Pay	5,450.00		5,450.00	5,275.00			96.789	175.00
100-5143-60-02	Cell Phone Allowance	10,320.00		10,320.00	3,860.00	980.00		37.403	6,460.00
100-5145-60-02	Social Security Expense	62,779.00		62,779.00	20,225.61	4,561.49		32.217	42,553.39
100-5150-60-02	Medicare Expense	14,683.00		14,683.00	4,730.16	1,066.80		32.215	9,952.84
100-5155-60-02	SUTA Expense	3,402.00		3,402.00	1,475.91	1,214.77		43.384	1,926.09
100-5160-60-02	Health Insurance	192,960.00		192,960.00	75,159.16	33,042.04		38.951	117,800.84
100-5162-60-02	HSA Expense	19,500.00		19,500.00				0	19,500.00
100-5165-60-02	Dental Insurance	8,808.00		8,808.00	2,543.52	616.02		28.877	6,264.48
100-5170-60-02	Life Insurance/AD&D	2,364.00		2,364.00	778.54	196.98		32.933	1,585.46
100-5175-60-02	Liability (TML)/Workers' Comp	24,614.00		24,614.00	8,828.53	1,738.46		35.868	15,785.47
100-5180-60-02	TMRS Expense	139,126.00		139,126.00	47,082.66	10,862.41		33.842	92,043.34
100-5185-60-02	Long/Short Term Disability	1,847.00		1,847.00	543.63	135.94		29.433	1,303.37
100-5186-60-02	WELLE-Wellness Prog Reimb Empl	8,400.00		8,400.00	1,803.20	348.32		21.467	6,596.80
	Subtotal object - 05	1,491,045.00		1,491,045.00	511,790.35	133,471.97		34.324	979,254.65
100-5210-60-02	Office Supplies	600.00		600.00	524.34	25.76		87.39	75.66
100-5212-60-02	Building Supplies	21,900.00		21,900.00	778.93			3.557	21,121.07

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
100-5213-60-02	Custodial Supplies	5,500.00		5,500.00	1,998.49			36.336	3,501.51
100-5220-60-02	Office Equipment	1,800.00		1,800.00	174.62	174.62		9.701	1,625.38
100-5230-60-02	Dues,Fees,& Subscriptions	3,640.00		3,640.00	350.00	310.00		9.615	3,290.00
100-5240-60-02	Postage and Delivery	20.00		20.00	10.20			51	9.80
	Subtotal object - 05	33,460.00		33,460.00	3,836.58	510.38		11.466	29,623.42
100-5310-60-02	Rental Expense	41,500.00		41,500.00	16,144.90	2,901.00	20,307.00	38.903	5,048.10
100-5320-60-02	Repairs & Maintenance	72,410.00		72,410.00	7,340.21	599.02		10.137	65,069.79
100-5322-60-02	Irrigation Repairs	10,200.00		10,200.00	6,547.12	730.39		64.187	3,652.88
100-5323-60-02	Field Maintenance	51,500.00		51,500.00	8,173.11	82.98	24,350.00	15.87	18,976.89
100-5324-60-02	Landscape Maintenance	15,000.00		15,000.00	7,355.68	576.60		49.038	7,644.32
100-5330-60-02	Copier Expense	250.00		250.00	14.15	14.15		5.66	235.85
100-5350-60-02	Vehicle Expense	8,000.00		8,000.00	3,582.70	1,072.90		44.784	4,417.30
100-5351-60-02	Equipment Expense/Repair	4,000.00		4,000.00	602.59	228.40		15.065	3,397.41
100-5352-60-02	Fuel	16,420.00		16,420.00	3,322.01	959.30		20.231	13,097.99
100-5353-60-02	Oil/Grease/Inspections	1,950.00		1,950.00	39.90			2.046	1,910.10
100-5355-60-02	Chemicals/Fertilizer	121,350.00		121,350.00	2,134.74	153.75	41,100.00	1.759	78,115.26
	Subtotal object - 05	342,580.00		342,580.00	55,257.11	7,318.49	85,757.00	16.13	201,565.89
100-5400-60-02	Uniform Expense	13,435.00		13,435.00	5,952.64	2,576.32		44.307	7,482.36
100-5480-60-02	Contracted Services	358,132.00		358,132.00	49,826.00	10,828.00	74,588.00	13.913	233,718.00
	Subtotal object - 05	371,567.00		371,567.00	55,778.64	13,404.32	74,588.00	15.012	241,200.36
100-5520-60-02	Telephones	4,748.00		4,748.00	293.36			6.179	4,454.64
100-5523-60-02	Water/Sewer Charges	179,788.00		179,788.00	46,265.63	2,738.84		25.733	133,522.37
100-5525-60-02	Electricity	145,273.00		145,273.00	47,273.68	15,316.43		32.541	97,999.32
100-5526-60-02	Data Network	525.00		525.00	34.99			6.665	490.01
100-5530-60-02	Travel	810.00		810.00	(10.00)			-1.235	820.00
100-5533-60-02	Mileage Expense	300.00		300.00				0	300.00
100-5536-60-02	Training/Seminars	5,400.00		5,400.00	1,740.00	1,090.00		32.222	3,660.00
	Subtotal object - 05	336,844.00		336,844.00	95,597.66	19,145.27		28.38	241,246.34
100-5600-60-02	Special Events	1,500.00		1,500.00	372.23			24.815	1,127.77
100-5620-60-02	Tools & Equipment	4,350.00		4,350.00	264.98	199.00		6.091	4,085.02
100-5630-60-02	Safety Equipment	4,725.00		4,725.00	1,284.53	1,184.25		27.186	3,440.47
100-5640-60-02	Signs & Hardware	5,000.00		5,000.00	77.78			1.556	4,922.22
	Subtotal object - 05	15,575.00		15,575.00	1,999.52	1,383.25		12.838	13,575.48
100-7145-60-02	Transfer to VERF	218,452.00		218,452.00	72,817.32	18,204.33		33.333	145,634.68
	Subtotal object - 07	218,452.00		218,452.00	72,817.32	18,204.33		33.333	145,634.68
Program number: 2	**PARKS OPERATIONS**	**2,809,523.00**		**2,809,523.00**	**797,077.18**	**193,438.01**	**160,345.00**	**28.371**	**1,852,100.82**
Program number: 3	**RECREATION**								
100-5110-60-03	Salaries & Wages	95,107.00		95,107.00	32,977.77	7,302.46		34.674	62,129.23
100-5140-60-03	Salaries - Longevity Pay	210.00		210.00	200.00			95.238	10.00
100-5143-60-03	CELL PHONE ALLOWANCE				80.00	40.00		0	(80.00)
100-5145-60-03	Social Security Expense	5,910.00		5,910.00	2,043.11	446.59		34.57	3,866.89
100-5150-60-03	Medicare Expense	1,383.00		1,383.00	477.83	104.45		34.55	905.17
100-5155-60-03	SUTA Expense	324.00		324.00	117.53	117.53		36.275	206.47
100-5160-60-03	Health Insurance	9,648.00		9,648.00	4,137.96	2,548.68		42.889	5,510.04
100-5162-60-03	HSA Expense	750.00		750.00				0	750.00
100-5165-60-03	Dental Insurance	864.00		864.00	268.92	64.80		31.125	595.08
100-5170-60-03	Life Insurance/AD&D	226.00		226.00	75.04	18.76		33.204	150.96
100-5175-60-03	Liability (TML)/Workers' Comp	1,172.00		1,172.00	772.13	148.30		65.881	399.87
100-5180-60-03	TMRS Expense	13,097.00		13,097.00	4,528.15	1,008.74		34.574	8,568.85
100-5185-60-03	Long/Short Term Disability	181.00		181.00	55.74	13.88		30.796	125.26
100-5186-60-03	WELLE-Wellness Prog Reimb Empl	600.00		600.00	156.64	39.16		26.107	443.36
	Subtotal object - 05	129,472.00		129,472.00	45,890.82	11,853.35		35.445	83,581.18
100-5220-60-03	Office Equipment	575.00		575.00	69.99	69.99		12.172	505.01

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
100-5230-60-03	Dues,Fees,& Subscriptions				40.00			0	(40.00)
100-5240-60-03	Postage and Delivery	3,700.00		3,700.00	37.00			1	3,663.00
100-5260-60-03	Advertising	2,070.00		2,070.00	302.31			14.604	1,767.69
100-5280-60-03	Printing and Reproduction	3,700.00		3,700.00	50.62			1.368	3,649.38
	Subtotal object - 05	10,045.00		10,045.00	499.92	69.99		4.977	9,545.08
100-5475-60-03	Credit Card Fees	4,250.00		4,250.00	808.32	136.90		19.019	3,441.68
	Subtotal object - 05	4,250.00		4,250.00	808.32	136.90		19.019	3,441.68
100-5600-60-03	Special Events	33,710.00		33,710.00	3,863.75			11.462	29,846.25
	Subtotal object - 05	33,710.00		33,710.00	3,863.75			11.462	29,846.25
100-5995-60-03	Recreation Activities	84,000.00		84,000.00	19,069.01	2,721.05		22.701	64,930.99
	Subtotal object - 05	84,000.00		84,000.00	19,069.01	2,721.05		22.701	64,930.99
Program number: 3	**RECREATION**	**261,477.00**		**261,477.00**	**70,131.82**	**14,781.29**		**26.821**	**191,345.18**
Program number: 5	**LIBRARY**								
100-5110-60-05	Salaries & Wages	352,561.00		352,561.00	108,491.91	25,273.72		30.773	244,069.09
100-5126-60-05	Salaries-Vacation Buy-Out	4,589.00		4,589.00	2,294.43			49.998	2,294.57
100-5140-60-05	Salaries - Longevity Pay	820.00		820.00	625.00			76.22	195.00
100-5145-60-05	Social Security Expense	22,195.00		22,195.00	6,760.58	1,514.10		30.46	15,434.42
100-5150-60-05	Medicare Expense	5,191.00		5,191.00	1,581.08	354.10		30.458	3,609.92
100-5155-60-05	SUTA Expense	2,430.00		2,430.00	525.86	398.74		21.64	1,904.14
100-5160-60-05	Health Insurance	28,944.00		28,944.00	9,356.90	4,222.30		32.328	19,587.10
100-5162-60-05	HSA EXPENSE	1,500.00		1,500.00				0	1,500.00
100-5165-60-05	Dental Insurance	1,304.00		1,304.00	411.12	97.20		31.528	892.88
100-5170-60-05	Life Insurance/AD&D	316.00		316.00	81.04	20.26		25.646	234.96
100-5175-60-05	Liability (TML)/Workers' Comp	1,182.00		1,182.00	349.17	74.62		29.541	832.83
100-5180-60-05	TMRS Expense	28,714.00		28,714.00	13,061.51	2,924.11		45.488	15,652.49
100-5185-60-05	Long/Short Term Disability	388.00		388.00	114.45	29.79		29.497	273.55
100-5186-60-05	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	295.80	50.00		24.65	904.20
	Subtotal object - 05	451,334.00		451,334.00	143,948.85	34,958.94		31.894	307,385.15
100-5210-60-05	Office Supplies	4,500.00		4,500.00	1,201.31	558.45		26.696	3,298.69
100-5220-60-05	Office Equipment	1,000.00		1,000.00	190.26			19.026	809.74
100-5230-60-05	Dues,Fees,& Subscriptions	8,184.00		8,184.00	3,513.39	187.41		42.93	4,670.61
100-5240-60-05	Postage and Delivery	600.00		600.00	111.88	14.48		18.647	488.12
100-5280-60-05	Printing and Reproduction	1,600.00		1,600.00	427.98			26.749	1,172.02
100-5281-60-05	Book Purchases	45,500.00		45,500.00	12,819.79	4,189.21	21,405.81	28.175	11,274.40
100-5282-60-05	DVD Purchases	2,200.00		2,200.00	110.49			5.022	2,089.51
100-5283-60-05	Audiobook Purchases	2,700.00		2,700.00	169.34			6.272	2,530.66
100-5284-60-05	Other Collect. Item Purchases	1,000.00		1,000.00				0	1,000.00
100-5290-60-05	Other Charges and Services	2,000.00		2,000.00	604.12	111.65		30.206	1,395.88
	Subtotal object - 05	69,284.00		69,284.00	19,148.56	5,061.20	21,405.81	27.638	28,729.63
100-5330-60-05	Copier Expense	1,900.00		1,900.00	184.30	184.30		9.7	1,715.70
	Subtotal object - 05	1,900.00		1,900.00	184.30	184.30		9.7	1,715.70
100-5400-60-05	Uniform Expense	1,600.00		1,600.00	612.89	341.92		38.306	987.11
100-5430-60-05	Legal Fees	500.00		500.00	76.00	76.00		15.2	424.00
100-5480-60-05	Contracted Services	8,100.00		8,100.00	3,000.00			37.037	5,100.00
	Subtotal object - 05	10,200.00		10,200.00	3,688.89	417.92		36.166	6,511.11
100-5520-60-05	Telephones	500.00		500.00	34.99			6.998	465.01
100-5530-60-05	Travel	700.00		700.00				0	700.00
100-5533-60-05	Mileage Expense	400.00		400.00				0	400.00
100-5536-60-05	Training/Seminars	1,500.00		1,500.00				0	1,500.00
	Subtotal object - 05	3,100.00		3,100.00	34.99			1.129	3,065.01
100-5600-60-05	Special Events	3,294.00		3,294.00	1,070.44	129.63		32.497	2,223.56
	Subtotal object - 05	3,294.00		3,294.00	1,070.44	129.63		32.497	2,223.56
100-7145-60-05	Transfer to VERF	3,507.00		3,507.00	1,169.00	292.25		33.333	2,338.00

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 - 07	3,507.00		3,507.00	1,169.00	292.25		33.333	2,338.00
Program number: 5	**LIBRARY**	**542,619.00**		**542,619.00**	**169,245.03**	**41,044.24**	**21,405.81**	**31.19**	**351,968.16**
Department number: 60	**COMMUNITY SERVICES**	**4,605,459.00**	**7,285.00**	**4,612,744.00**	**1,507,637.24**	**568,093.72**	**201,085.81**	**32.684**	**2,904,020.95**
Program number: 1	**ENGINEERING**								
100-5110-98-01	Salaries & Wages	1,254,922.00		1,254,922.00	416,764.73	95,481.04		33.21	838,157.27
100-5115-98-01	Salaries - Overtime	700.00		700.00	403.28			57.611	296.72
100-5126-98-01	Salaries-Vacation Buy-Out	14,674.00		14,674.00	8,244.96			56.188	6,429.04
100-5140-98-01	Salaries - Longevity Pay	2,905.00		2,905.00	2,770.00			95.353	135.00
100-5143-98-01	Cell Phone Allowance	1,740.00		1,740.00	820.00	205.00		47.126	920.00
100-5145-98-01	Social Security Expense	79,047.00		79,047.00	22,826.86	5,521.58		28.878	56,220.14
100-5150-98-01	Medicare Expense	18,487.00		18,487.00	5,862.12	1,291.34		31.709	12,624.88
100-5155-98-01	SUTA Expense	1,944.00		1,944.00	1,502.04	1,358.04		77.265	441.96
100-5160-98-01	Health Insurance	96,480.00		96,480.00	39,067.56	16,226.30		40.493	57,412.44
100-5162-98-01	HSA Expense	9,750.00		9,750.00				0	9,750.00
100-5165-98-01	Dental Insurance	4,992.00		4,992.00	1,590.72	401.88		31.865	3,401.28
100-5170-98-01	Life Insurance/AD&D	1,544.00		1,544.00	458.36	119.28		29.687	1,085.64
100-5175-98-01	Liability (TML)/Workers' Comp	11,271.00		11,271.00	2,473.18	629.72		21.943	8,797.82
100-5180-98-01	TMRS Expense	175,177.00		175,177.00	58,330.53	13,150.70		33.298	116,846.47
100-5185-98-01	Long/Short Term Disability	2,385.00		2,385.00	697.71	181.40		29.254	1,687.29
100-5186-98-01	WELLE-Wellness Prog Reimb Empl	4,800.00		4,800.00	1,205.00	230.00		25.104	3,595.00
	Subtotal object - 05	1,680,818.00		1,680,818.00	563,017.05	134,796.28		33.497	1,117,800.95
100-5210-98-01	Office Supplies	2,500.00		2,500.00	542.51	75.86		21.7	1,957.49
100-5220-98-01	Office Equipment	2,500.00		2,500.00				0	2,500.00
100-5230-98-01	Dues,Fees,& Subscriptions	2,000.00		2,000.00	(32.00)	40.00		-1.6	2,032.00
100-5240-98-01	Postage and Delivery	200.00		200.00	18.46	0.51		9.23	181.54
100-5280-98-01	Printing and Reproduction	300.00		300.00	58.14			19.38	241.86
100-5290-98-01	Other Charges and Services				82.70	51.92		0	(82.70)
	Subtotal object - 05	7,500.00		7,500.00	669.81	168.29		8.931	6,830.19
100-5330-98-01	Copier Expense	2,000.00		2,000.00	212.72	212.72		10.636	1,787.28
100-5350-98-01	Vehicle Expense	2,000.00		2,000.00	759.57	145.77		37.979	1,240.43
100-5352-98-01	Fuel	1,800.00		1,800.00	486.71	183.32		27.039	1,313.29
	Subtotal object - 05	5,800.00		5,800.00	1,459.00	541.81		25.155	4,341.00
100-5400-98-01	Uniform Expense	2,600.00		2,600.00	383.98	154.00		14.768	2,216.02
100-5410-98-01	Professional Services	144,329.00	13,566.98	157,895.98	22,969.75	18,200.00	13,566.98	14.547	121,359.25
100-5410-98-01-1831-ST	First/BNSF RR Overpass		4,352.50	4,352.50			16,304.83	0	(11,952.33)
100-5410-98-01-1832-ST	Prosper Trl/BNSF RR Overpass		5,397.49	5,397.49			6,714.49	0	(1,317.00)
100-5419-98-01	IT Licenses	5,500.00		5,500.00	431.20			7.84	5,068.80
100-5430-98-01	Legal Fees	12,000.00		12,000.00	6,726.00	2,603.00		56.05	5,274.00
100-5435-98-01	Legal Notices/Filings	1,500.00		1,500.00	110.00	120.00		7.333	1,390.00
100-5480-98-01	Contracted Services	150,000.00		150,000.00	10,655.00		3,845.00	7.103	135,500.00
	Subtotal object - 05	315,929.00	23,316.97	339,245.97	41,275.93	21,077.00	40,431.30	12.167	257,538.74
100-5520-98-01	Telephones	2,000.00		2,000.00	227.99			11.4	1,772.01
100-5526-98-01	Data Network	2,520.00		2,520.00	104.97			4.165	2,415.03
100-5530-98-01	Travel	780.00		780.00				0	780.00
100-5533-98-01	Mileage Expense	1,200.00		1,200.00				0	1,200.00
100-5536-98-01	Training/Seminars	6,400.00		6,400.00	1,017.00			15.891	5,383.00
	Subtotal object - 05	12,900.00		12,900.00	1,349.96			10.465	11,550.04
100-5620-98-01	Tools & Equipment	200.00		200.00	54.94			27.47	145.06
100-5630-98-01	Safety Equipment	200.00		200.00				0	200.00
	Subtotal object - 05	400.00		400.00	54.94			13.735	345.06
100-7145-98-01	Transfer to VERF	8,459.00		8,459.00	2,819.68	704.92		33.333	5,639.32
	Subtotal object - 07	8,459.00		8,459.00	2,819.68	704.92		33.333	5,639.32
Program number: 1	**ENGINEERING**	**2,031,806.00**	**23,316.97**	**2,055,122.97**	**610,646.37**	**157,288.30**	**40,431.30**	**29.713**	**1,404,045.30**

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Department number: 98	**ENGINEERING**	**2,031,806.00**	**23,316.97**	**2,055,122.97**	**610,646.37**	**157,288.30**	**40,431.30**	**29.713**	**1,404,045.30**
	Expense Subtotal - - - - - -	**32,590,291.28**	**3,037,756.60**	**35,628,047.88**	**10,525,556.04**	**4,458,222.52**	**1,809,577.85**	**29.543**	**23,292,913.99**
Fund number: 100	**GENERAL**	**(108,108.72)**	**2,937,756.60**	**2,829,647.88**	**(11,822,865.68)**	**(1,570,253.14)**	**1,809,577.85**		**12,842,935.71**
Fund number: 120	**POLICE SPD**								
Program number: 1	**OPERATIONS**								
120-4120-20-01	Sales Taxes	(1,564,807.00)		(1,564,807.00)	(613,648.97)	(146,448.92)		39.216	(951,158.03)
	Subtotal object - 04	(1,564,807.00)		(1,564,807.00)	(613,648.97)	(146,448.92)		39.216	(951,158.03)
120-4610-20-01	Interest Income	(300.00)		(300.00)	(211.52)	(100.48)		70.507	(88.48)
	Subtotal object - 04	(300.00)		(300.00)	(211.52)	(100.48)		70.507	(88.48)
Program number: 1	OPERATIONS	(1,565,107.00)		(1,565,107.00)	(613,860.49)	(146,549.40)		39.222	(951,246.51)
Department number: 20	POLICE	(1,565,107.00)		(1,565,107.00)	(613,860.49)	(146,549.40)		39.222	(951,246.51)
	Revenue Subtotal - - - - - -	(1,565,107.00)		(1,565,107.00)	(613,860.49)	(146,549.40)		39.222	(951,246.51)
120-5110-20-01	Salaries & Wages	940,289.00		940,289.00	337,861.82	82,049.81		35.932	602,427.18
120-5115-20-01	Salaries - Overtime	65,000.00		65,000.00	20,658.50	3,600.56		31.782	44,341.50
120-5126-20-01	Salaries-Vacation Buy-Out	3,116.00		3,116.00	1,558.00			50	1,558.00
120-5127-20-01	Salaries-Certification Pay	16,200.00		16,200.00	4,458.30	1,006.12		27.52	11,741.70
120-5140-20-01	Salaries - Longevity Pay	4,280.00		4,280.00	4,205.00			98.248	75.00
120-5145-20-01	Social Security Expense	63,791.00		63,791.00	21,932.26	5,135.41		34.381	41,858.74
120-5150-20-01	Medicare Expense	14,919.00		14,919.00	5,129.33	1,201.03		34.381	9,789.67
120-5155-20-01	SUTA Expense	2,106.00		2,106.00	1,386.04	1,386.04		65.814	719.96
120-5160-20-01	Health Insurance	125,424.00		125,424.00	50,284.94	21,657.34		40.092	75,139.06
120-5162-20-01	HSA Expense	10,500.00		10,500.00				0	10,500.00
120-5165-20-01	Dental Insurance	5,692.00		5,692.00	1,841.37	447.48		32.35	3,850.63
120-5170-20-01	Life Insurance/AD&D	4,877.00		4,877.00	1,609.89	406.38		33.01	3,267.11
120-5175-20-01	Liability (TML) Workers' Comp	25,158.00		25,158.00	9,309.46	2,088.53		37.004	15,848.54
120-5180-20-01	TMRS Expense	141,369.00		141,369.00	50,156.27	11,925.71		35.479	91,212.73
120-5185-20-01	Long/Short Term Disability	1,787.00		1,787.00	524.44	144.41		29.348	1,262.56
120-5186-20-01	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	406.64	139.16		33.887	793.36
	Subtotal object - 05	1,425,708.00		1,425,708.00	511,322.26	131,187.98		35.864	914,385.74
Program number: 1	**OPERATIONS**	**1,425,708.00**		**1,425,708.00**	**511,322.26**	**131,187.98**		**35.864**	**914,385.74**
Department number: 20	**POLICE**	**1,425,708.00**		**1,425,708.00**	**511,322.26**	**131,187.98**		**35.864**	**914,385.74**
	Expense Subtotal - - - - - -	**1,425,708.00**		**1,425,708.00**	**511,322.26**	**131,187.98**		**35.864**	**914,385.74**
Fund number: 120	**POLICE SPD**	**(139,399.00)**		**(139,399.00)**	**(102,538.23)**	**(15,361.42)**		**73.557**	**(36,860.77)**
Fund number: 130	**FIRE SPD**								
Program number: 1	**OPERATIONS**								
130-4120-30-01	Sales Taxes	(1,564,807.00)		(1,564,807.00)	(612,757.67)	(146,135.40)		39.159	(952,049.33)
	Subtotal object - 04	(1,564,807.00)		(1,564,807.00)	(612,757.67)	(146,135.40)		39.159	(952,049.33)
Program number: 1	OPERATIONS	(1,564,807.00)		(1,564,807.00)	(612,757.67)	(146,135.40)		39.159	(952,049.33)
Department number: 30	FIRE	(1,564,807.00)		(1,564,807.00)	(612,757.67)	(146,135.40)		39.159	(952,049.33)
	Revenue Subtotal - - - - - -	(1,564,807.00)		(1,564,807.00)	(612,757.67)	(146,135.40)		39.159	(952,049.33)
130-5110-30-01	Salaries & Wages	921,680.00		921,680.00	315,678.94	73,922.06		34.25	606,001.06
130-5115-30-01	Salaries - Overtime	140,000.00		140,000.00	60,263.36	9,832.00		43.045	79,736.64
130-5116-30-01	Salaries - FLSA Overtime				6,767.31	2,583.98		0	(6,767.31)
130-5127-30-01	Salaries-Certification Pay	11,580.00		11,580.00	4,236.94	964.62		36.588	7,343.06
130-5140-30-01	Salaries - Longevity Pay	2,805.00		2,805.00	2,795.00			99.643	10.00
130-5145-30-01	Social Security Expense	66,716.00		66,716.00	22,588.63	5,057.39		33.858	44,127.37
130-5150-30-01	Medicare Expense	15,603.00		15,603.00	5,282.86	1,182.78		33.858	10,320.14
130-5155-30-01	SUTA Expense	2,106.00		2,106.00	1,402.97	1,402.97		66.618	703.03
130-5160-30-01	Health Insurance	125,424.00		125,424.00	61,802.68	25,845.62		49.275	63,621.32
130-5162-30-01	HSA Expense	13,500.00		13,500.00				0	13,500.00
130-5165-30-01	Dental Insurance	5,813.00		5,813.00	1,879.57	461.20		32.334	3,933.43
130-5170-30-01	Life Insurance/AD&D	4,877.00		4,877.00	1,609.89	406.38		33.01	3,267.11
130-5175-30-01	Liability (TML) Workers' Comp	26,304.00		26,304.00	10,390.13	2,333.50		39.5	15,913.87

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
130-5180-30-01	TMRS Expense	147,852.00		147,852.00	53,163.88	12,067.04		35.957	94,688.12
130-5185-30-01	Long/Short Term Disability	1,752.00		1,752.00	504.78	135.64		28.812	1,247.22
130-5186-30-01	WELLE-Wellness Prog Reimb Empl	4,800.00		4,800.00	1,604.50	521.64		33.427	3,195.50
	Subtotal object - 05	1,490,812.00		1,490,812.00	549,971.44	136,716.82		36.891	940,840.56
Program number: 1	**OPERATIONS**	**1,490,812.00**		**1,490,812.00**	**549,971.44**	**136,716.82**		**36.891**	**940,840.56**
Department number: 30	**FIRE**	**1,490,812.00**		**1,490,812.00**	**549,971.44**	**136,716.82**		**36.891**	**940,840.56**
	Expense Subtotal - - - - - -	**1,490,812.00**		**1,490,812.00**	**549,971.44**	**136,716.82**		**36.891**	**940,840.56**
Fund number: 130	**FIRE SPD**	**(73,995.00)**		**(73,995.00)**	**(62,786.23)**	**(9,418.58)**		**84.852**	**(11,208.77)**
Fund number: 150	**TIRZ #1 - BLUE STAR**								
Department number: 10	**ADMINISTRATION**								
150-4015-10-00	Water Impact Fees				(19,868.00)			0	19,868.00
150-4020-10-00	Wastewater Impact Fees				(9,030.00)			0	9,030.00
150-4040-10-00	East Thoroughfare Impact Fees	(1,000,000.00)		(1,000,000.00)	(84,100.50)			8.41	(915,899.50)
	Subtotal object - 04	(1,000,000.00)		(1,000,000.00)	(112,998.50)			11.3	(887,001.50)
150-4110-10-00	Property Taxes (Town)	(554,473.00)		(554,473.00)				0	(554,473.00)
150-4111-10-00	Property Taxes (County)	(133,249.00)		(133,249.00)				0	(133,249.00)
150-4120-10-00	Sales Taxes (Town)	(562,344.00)		(562,344.00)	(190,965.77)	(48,495.67)		33.959	(371,378.23)
150-4121-10-00	Sales Taxes (PEDC)	(470,962.00)		(470,962.00)	(159,933.84)	(40,615.13)		33.959	(311,028.16)
	Subtotal object - 04	(1,721,028.00)		(1,721,028.00)	(350,899.61)	(89,110.80)		20.389	(1,370,128.39)
150-4610-10-00	Interest Income	(2,000.00)		(2,000.00)	(933.80)	(458.55)		46.69	(1,066.20)
	Subtotal object - 04	(2,000.00)		(2,000.00)	(933.80)	(458.55)		46.69	(1,066.20)
Program number:	DEFAULT PROGRAM	(2,723,028.00)		(2,723,028.00)	(464,831.91)	(89,569.35)		17.07	(2,258,196.09)
Department number: 10	ADMINISTRATION	(2,723,028.00)		(2,723,028.00)	(464,831.91)	(89,569.35)		17.07	(2,258,196.09)
	Revenue Subtotal - - - - - -	(2,723,028.00)		(2,723,028.00)	(464,831.91)	(89,569.35)		17.07	(2,258,196.09)
150-5810-10-00	Thoro Impact Fee Rebate	1,000,000.00		1,000,000.00				0	1,000,000.00
150-5815-10-00	Town Sales Tax Rebate	564,344.00		564,344.00				0	564,344.00
150-5816-10-00	PEDC Sales Tax Rebate	470,962.00		470,962.00				0	470,962.00
150-5820-10-00	Town Ad Valorem Tax Rebate	554,473.00		554,473.00				0	554,473.00
150-5821-10-00	County Ad Valorem Tax Rebate	133,249.00		133,249.00				0	133,249.00
	Subtotal object - 05	2,723,028.00		2,723,028.00				0	2,723,028.00
Program number:	**DEFAULT PROGRAM**	**2,723,028.00**		**2,723,028.00**				**0**	**2,723,028.00**
Department number: 10	**ADMINISTRATION**	**2,723,028.00**		**2,723,028.00**				**0**	**2,723,028.00**
	Expense Subtotal - - - - - -	**2,723,028.00**		**2,723,028.00**				**0**	**2,723,028.00**
Fund number: 150	**TIRZ #1 - BLUE STAR**				**(464,831.91)**	**(89,569.35)**		**0**	**464,831.91**
Fund number: 160	**TIRZ #2 - MATTHEWS SOUTHWEST**								
Department number: 10	**ADMINISTRATION**								
160-4110-10-00	Property Taxes (Town)	(10,350.00)		(10,350.00)				0	(10,350.00)
160-4111-10-00	Property Taxes (County)	(2,487.00)		(2,487.00)				0	(2,487.00)
160-4120-10-00	Sales Taxes (Town)	(10.00)		(10.00)				0	(10.00)
160-4121-10-00	Sales Taxes (PEDC)	(10.00)		(10.00)				0	(10.00)
	Subtotal object - 04	(12,857.00)		(12,857.00)				0	(12,857.00)
160-4610-10-00	Interest Income	(150.00)		(150.00)	(75.80)	(20.09)		50.533	(74.20)
	Subtotal object - 04	(150.00)		(150.00)	(75.80)	(20.09)		50.533	(74.20)
Program number:	DEFAULT PROGRAM	(13,007.00)		(13,007.00)	(75.80)	(20.09)		0.583	(12,931.20)
Department number: 10	ADMINISTRATION	(13,007.00)		(13,007.00)	(75.80)	(20.09)		0.583	(12,931.20)
	Revenue Subtotal - - - - - -	(13,007.00)		(13,007.00)	(75.80)	(20.09)		0.583	(12,931.20)
160-5815-10-00	Town Sales Tax Rebate	160.00		160.00				0	160.00
160-5816-10-00	PEDC Sales Tax Rebate	10.00		10.00				0	10.00
160-5820-10-00	Town Ad Valorem Tax Rebate	10,350.00		10,350.00				0	10,350.00
160-5821-10-00	County Ad Valorem Tax Rebate	2,487.00		2,487.00				0	2,487.00
	Subtotal object - 05	13,007.00		13,007.00				0	13,007.00
Program number:	**DEFAULT PROGRAM**	**13,007.00**		**13,007.00**				**0**	**13,007.00**
Department number: 10	**ADMINISTRATION**	**13,007.00**		**13,007.00**				**0**	**13,007.00**

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
	Expense Subtotal - - - - - -	**13,007.00**		**13,007.00**				**0**	**13,007.00**
Fund number: 160	**TIRZ #2 - MATTHEWS SOUTHWEST**				**(75.80)**	**(20.09)**		**0**	**75.80**
Fund number: 200	**WATER/SEWER**								
200-4000-10-08	W/S Service Initiation	(94,700.00)		(94,700.00)	(38,525.00)	(9,075.00)		40.681	(56,175.00)
200-4007-10-08	Sanitation	(1,527,500.00)		(1,527,500.00)	(516,520.53)	(130,508.30)		33.815	(1,010,979.47)
200-4009-10-08	Late Fee-W/S	(112,000.00)		(112,000.00)				0	(112,000.00)
	Subtotal object - 04	(1,734,200.00)		(1,734,200.00)	(555,045.53)	(139,583.30)		32.006	(1,179,154.47)
Program number: 8	UTILITY BILLING	(1,734,200.00)		(1,734,200.00)	(555,045.53)	(139,583.30)		32.006	(1,179,154.47)
200-4200-10-99	T-Mobile Fees	(74,400.00)		(74,400.00)	(24,800.24)	(6,200.06)		33.334	(49,599.76)
200-4201-10-99	Tierone Converged Network	(22,776.00)		(22,776.00)	(7,592.00)	(3,796.00)		33.333	(15,184.00)
200-4205-10-99	Rise Broadband	(13,680.00)		(13,680.00)	(4,562.64)	(1,140.66)		33.353	(9,117.36)
200-4206-10-99	Verizon Antennae Lease	(66,805.00)		(66,805.00)	(43,735.00)	(2,883.75)		65.467	(23,070.00)
	Subtotal object - 04	(177,661.00)		(177,661.00)	(80,689.88)	(14,020.47)		45.418	(96,971.12)
200-4995-10-99	Transfer In/Out				(766,027.10)	(766,027.10)		0	766,027.10
	Subtotal object - 04				(766,027.10)	(766,027.10)		0	766,027.10
Program number: 99	NON-DEPARTMENTAL	(177,661.00)		(177,661.00)	(846,716.98)	(780,047.57)		476.591	669,055.98
Department number: 10	ADMINISTRATION	(1,911,861.00)		(1,911,861.00)	(1,401,762.51)	(919,630.87)		73.319	(510,098.49)
200-4005-50-02	Water Revenue	(13,403,322.00)		(13,403,322.00)	(4,002,454.02)	(605,940.28)		29.862	(9,400,867.98)
200-4010-50-02	Connection Tap & Construction	(800,000.00)		(800,000.00)	(492,700.00)	(116,550.00)		61.588	(307,300.00)
200-4012-50-02	Saturday Inspection Fee	(5,000.00)		(5,000.00)	(2,700.00)	(450.00)		54	(2,300.00)
200-4018-50-02	Internet Cr. Card Fees	(90,000.00)		(90,000.00)	(35,530.06)	(7,773.54)		39.478	(54,469.94)
200-4019-50-02	Cr. Card Pmt Fees	(25,000.00)		(25,000.00)	(13,372.38)	(2,824.68)		53.49	(11,627.62)
200-4060-50-02	NSF Fees	(1,500.00)		(1,500.00)	(750.00)	(250.00)		50	(750.00)
	Subtotal object - 04	(14,324,822.00)		(14,324,822.00)	(4,547,506.46)	(733,788.50)		31.746	(9,777,315.54)
200-4243-50-02	Backflow Prevention Inspection	(51,000.00)		(51,000.00)	(23,050.00)	(6,925.00)		45.196	(27,950.00)
	Subtotal object - 04	(51,000.00)		(51,000.00)	(23,050.00)	(6,925.00)		45.196	(27,950.00)
200-4610-50-02	Interest Income	(55,000.00)		(55,000.00)	(22,265.43)	(7,240.20)		40.483	(32,734.57)
	Subtotal object - 04	(55,000.00)		(55,000.00)	(22,265.43)	(7,240.20)		40.483	(32,734.57)
200-4910-50-02	Other Revenue	(150,000.00)		(150,000.00)	(66,018.55)	(7,214.67)		44.012	(83,981.45)
200-4930-50-02	Insurance Proceeds				(2,544.41)			0	2,544.41
	Subtotal object - 04	(150,000.00)		(150,000.00)	(68,562.96)	(7,214.67)		45.709	(81,437.04)
Program number: 2	WATER	(14,580,822.00)		(14,580,822.00)	(4,661,384.85)	(755,168.37)		31.969	(9,919,437.15)
200-4006-50-03	Sewer	(7,712,010.00)		(7,712,010.00)	(2,427,727.07)	(581,080.67)		31.48	(5,284,282.93)
200-4010-50-03	Connection Tap & Construction	(300,000.00)		(300,000.00)	(211,725.00)	(50,400.00)		70.575	(88,275.00)
	Subtotal object - 04	(8,012,010.00)		(8,012,010.00)	(2,639,452.07)	(631,480.67)		32.944	(5,372,557.93)
Program number: 3	WASTEWATER	(8,012,010.00)		(8,012,010.00)	(2,639,452.07)	(631,480.67)		32.944	(5,372,557.93)
Department number: 50	PUBLIC WORKS	(22,592,832.00)		(22,592,832.00)	(7,300,836.92)	(1,386,649.04)		32.315	(15,291,995.08)
	Revenue Subtotal - - - - - -	**(24,504,693.00)**		**(24,504,693.00)**	**(8,702,599.43)**	**(2,306,279.91)**		**35.514**	**(15,802,093.57)**
Program number: 8	**UTILITY BILLING**								
200-5110-10-08	Salaries & Wages	196,457.00		196,457.00	68,221.57	15,255.60		34.726	128,235.43
200-5115-10-08	Salaries - Overtime	3,500.00		3,500.00	209.72	84.81		5.992	3,290.28
200-5140-10-08	Salaries - Longevity Pay	1,020.00		1,020.00	1,015.00			99.51	5.00
200-5143-10-08	Cell Phone Allowance	1,440.00		1,440.00	240.00	60.00		16.667	1,200.00
200-5145-10-08	Social Security Expense	12,550.00		12,550.00	4,167.76	915.94		33.209	8,382.24
200-5150-10-08	Medicare Expense	2,936.00		2,936.00	974.76	214.22		33.2	1,961.24
200-5155-10-08	SUTA Expense	648.00		648.00	247.40	247.40		38.179	400.60
200-5160-10-08	Health Insurance	38,592.00		38,592.00	11,283.93	4,505.13		29.239	27,308.07
200-5162-10-08	HSA Expense	2,250.00		2,250.00				0	2,250.00
200-5165-10-08	Dental Insurance	1,759.00		1,759.00	548.02	132.04		31.155	1,210.98
200-5170-10-08	Life Insurance/AD&D	451.00		451.00	150.00	37.50		33.259	301.00
200-5175-10-08	Liability (TML)/Workers' Comp	538.00		538.00	182.15	35.45		33.857	355.85
200-5180-10-08	TMRS Expense	27,332.00		27,332.00	9,482.16	2,120.02		34.693	17,849.84
200-5185-10-08	Long/Short Term Disability	374.00		374.00	113.94	27.73		30.465	260.06

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
200-5186-10-08	WELLE-Wellness Prog Reimb-Empl	1,200.00		1,200.00	356.64	89.16		29.72	843.36
	Subtotal object - 05	291,047.00		291,047.00	97,193.05	23,725.00		33.394	193,853.95
200-5210-10-08	Office Supplies	3,100.00		3,100.00	594.66	23.86		19.183	2,505.34
200-5220-10-08	Office Equipment	7,500.00		7,500.00	164.75		3,035.00	2.197	4,300.25
200-5230-10-08	Dues,Fees,& Subscriptions	100.00		100.00				0	100.00
200-5240-10-08	Postage and Delivery	56,300.00		56,300.00	18,863.56	4,887.60		33.505	37,436.44
200-5280-10-08	Printing and Reproduction	4,860.00		4,860.00	1,516.50	1,516.50		31.204	3,343.50
200-5290-10-08	Other Charges and Services	600.00		600.00	380.28			63.38	219.72
	Subtotal object - 05	72,460.00		72,460.00	21,519.75	6,427.96	3,035.00	29.699	47,905.25
200-5330-10-08	Copier Expense	2,700.00		2,700.00	312.72	312.72		11.582	2,387.28
	Subtotal object - 05	2,700.00		2,700.00	312.72	312.72		11.582	2,387.28
200-5400-10-08	Uniform Expense	225.00		225.00	217.80			96.8	7.20
200-5418-10-08	IT Fees	14,270.00		14,270.00	946.73	601.25	7,379.00	6.634	5,944.27
200-5419-10-08	IT Licenses	10,300.00	16,400.00	26,700.00			16,400.00	0	10,300.00
200-5430-10-08	Legal Fees	1,000.00		1,000.00				0	1,000.00
200-5470-10-08	Trash Collection	1,527,500.00		1,527,500.00	391,281.37	131,148.87		25.616	1,136,218.63
200-5475-10-08	CREDIT CARD FEES	136,000.00		136,000.00	58,211.02	13,207.55		42.802	77,788.98
200-5479-10-08	Household Haz. Waste Disposal	7,800.00		7,800.00	1,990.00	1,490.00		25.513	5,810.00
200-5480-10-08	Contracted Services	18,684.00	38,500.00	57,184.00	21,526.00	16,250.00	14,300.00	37.643	21,358.00
	Subtotal object - 05	1,715,779.00	54,900.00	1,770,679.00	474,172.92	162,697.67	38,079.00	26.779	1,258,427.08
200-5530-10-08	Travel	694.00		694.00				0	694.00
200-5533-10-08	Mileage Expense	265.00		265.00				0	265.00
200-5536-10-08	Training/Seminars	2,390.00		2,390.00				0	2,390.00
	Subtotal object - 05	3,349.00		3,349.00				0	3,349.00
200-5600-10-08	Special Events	900.00		900.00				0	900.00
	Subtotal object - 05	900.00		900.00				0	900.00
200-7145-10-08	Transfer to VERF	281.00		281.00	93.68	23.42		33.338	187.32
200-7147-10-08	Transfer to GF	44,701.00		44,701.00	14,900.32	3,725.08		33.333	29,800.68
	Subtotal object - 07	44,982.00		44,982.00	14,994.00	3,748.50		33.333	29,988.00
Program number: 8	**UTILITY BILLING**	**2,131,217.00**	**54,900.00**	**2,186,117.00**	**608,192.44**	**196,911.85**	**41,114.00**	**27.821**	**1,536,810.56**
Program number: 99	**NON-DEPARTMENTAL**								
200-5110-10-99	Salaries & Wages	(58,146.00)		(58,146.00)				0	(58,146.00)
200-5176-10-99	TML-Prop & Liab Insurance	95,000.00		95,000.00	94,797.85	9,426.86		99.787	202.15
	Subtotal object - 05	36,854.00		36,854.00	94,797.85	9,426.86		257.225	(57,943.85)
200-5295-10-99	General Fund Franchise Fee	362,075.00		362,075.00	120,691.68	30,172.92		33.333	241,383.32
	Subtotal object - 05	362,075.00		362,075.00	120,691.68	30,172.92		33.333	241,383.32
200-5410-10-99	Professional Services	25,000.00		25,000.00				0	25,000.00
200-5415-10-99	Tuition Reimbursement	500.00		500.00				0	500.00
	Subtotal object - 05	25,500.00		25,500.00				0	25,500.00
200-5930-10-99	Damage Claims Expense	10,000.00		10,000.00				0	10,000.00
	Subtotal object - 05	10,000.00		10,000.00				0	10,000.00
200-6186-10-99	2013 Bond Payment	230,000.00		230,000.00				0	230,000.00
200-6193-10-99	2012 CO Bond Payment	302,950.00		302,950.00				0	302,950.00
	Subtotal object - 06	532,950.00		532,950.00				0	532,950.00
200-6201-10-99	2014 GO Bond Payment	395,000.00		395,000.00				0	395,000.00
200-6202-10-99	2014 CO Bond Payment	530,000.00		530,000.00				0	530,000.00
200-6203-10-99	2015 GO Debt payment	336,300.00		336,300.00				0	336,300.00
200-6205-10-99	2016 GO Bond Payment	69,500.00		69,500.00				0	69,500.00
200-6210-10-99	2018 CO Bond Payment	345,000.00		345,000.00				0	345,000.00
200-6211-10-99	2019 CO Debt Payment	123,823.00		123,823.00				0	123,823.00
200-6299-10-99	Bond Interest Expense	1,368,696.00		1,368,696.00				0	1,368,696.00
	Subtotal object - 06	3,168,319.00		3,168,319.00				0	3,168,319.00
200-7000-10-99	Contingency	50,000.00	20,355.00	70,355.00	5,720.00	950.00	19,405.00	8.13	45,230.00

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 - 07	50,000.00	20,355.00	70,355.00	5,720.00	950.00	19,405.00	8.13	45,230.00
Program number: 99	**NON-DEPARTMENTAL**	**4,185,698.00**	**20,355.00**	**4,206,053.00**	**221,209.53**	**40,549.78**	**19,405.00**	**5.259**	**3,965,438.47**
Department number: 10	**ADMINISTRATION**	**6,316,915.00**	**75,255.00**	**6,392,170.00**	**829,401.97**	**237,461.63**	**60,519.00**	**12.975**	**5,502,249.03**
Program number: 2	**WATER**								
200-5110-50-02	Salaries & Wages	1,364,887.00		1,364,887.00	413,156.95	94,226.14		30.27	951,730.05
200-5115-50-02	Salaries - Overtime	68,400.00		68,400.00	15,527.22	2,918.64		22.701	52,872.78
200-5126-50-02	Salaries-Vacation Buy-Out				971.20			0	(971.20)
200-5140-50-02	Salaries - Longevity Pay	6,865.00		6,865.00	6,240.00			90.896	625.00
200-5143-50-02	Cell Phone Allowance	720.00		720.00	480.00	120.00		66.667	240.00
200-5145-50-02	Social Security Expense	87,474.00		87,474.00	24,739.87	5,603.75		28.283	62,734.13
200-5150-50-02	Medicare Expense	20,458.00		20,458.00	5,913.65	1,310.57		28.906	14,544.35
200-5155-50-02	SUTA Expense	4,212.00		4,212.00	1,931.21	1,532.96		45.85	2,280.79
200-5160-50-02	Health Insurance	236,574.00		236,574.00	83,883.34	35,533.52		35.458	152,690.66
200-5162-50-02	HSA Expense	16,500.00		16,500.00				0	16,500.00
200-5165-50-02	Dental Insurance	11,056.00		11,056.00	3,029.94	718.28		27.405	8,026.06
200-5170-50-02	Life Insurance/AD&D	2,902.00		2,902.00	812.68	207.86		28.004	2,089.32
200-5175-50-02	Liability (TML)/Workers' Comp	40,534.00		40,534.00	12,278.05	2,391.52		30.291	28,255.95
200-5180-50-02	TMRS Expense	193,717.00		193,717.00	59,426.80	13,410.68		30.677	134,290.20
200-5185-50-02	Long/Short Term Disability	2,594.00		2,594.00	668.88	174.91		25.786	1,925.12
200-5186-50-02	WELLE-Wellness Prog Reimb-Empl	7,500.00		7,500.00	1,560.76	458.32		20.81	5,939.24
	Subtotal object - 05	2,064,393.00		2,064,393.00	630,620.55	158,607.15		30.548	1,433,772.45
200-5210-50-02	Office Supplies	3,200.00		3,200.00	433.75	14.97		13.555	2,766.25
200-5212-50-02	Building Supplies	3,800.00		3,800.00	2,023.71	46.90		53.256	1,776.29
200-5220-50-02	Office Equipment	2,350.00		2,350.00	3,913.64			166.538	(1,563.64)
200-5230-50-02	Dues,Fees,& Subscriptions	25,000.00		25,000.00	24,852.00	862.00		99.408	148.00
200-5240-50-02	Postage and Delivery	200.00		200.00	163.13	41.50		81.565	36.87
200-5260-50-02	Advertising	240.00		240.00				0	240.00
200-5280-50-02	Printing and Reproduction	500.00		500.00				0	500.00
200-5290-50-02	Other Charges and Services				353.58	353.58		0	(353.58)
	Subtotal object - 05	35,290.00		35,290.00	31,739.81	1,318.95		89.94	3,550.19
200-5310-50-02	Rental Expense	20,000.00		20,000.00	2,576.49			12.882	17,423.51
200-5320-50-02	Repairs & Maintenance	1,300.00		1,300.00				0	1,300.00
200-5330-50-02	Copier Expense	1,000.00		1,000.00	234.80	234.80		23.48	765.20
200-5340-50-02	Building Repairs	5,000.00		5,000.00	3,683.77	3,643.60		73.675	1,316.23
200-5350-50-02	Vehicle Expense	25,794.00		25,794.00	5,643.15	2,596.62		21.878	20,150.85
200-5351-50-02	Equipment Expense/Repair	11,700.00		11,700.00	3,623.74			30.972	8,076.26
200-5352-50-02	Fuel	27,100.00		27,100.00	7,216.44	3,213.83		26.629	19,883.56
200-5353-50-02	Oil/Grease/Inspections	1,180.00		1,180.00				0	1,180.00
	Subtotal object - 05	93,074.00		93,074.00	22,978.39	9,688.85		24.688	70,095.61
200-5400-50-02	Uniform Expense	19,650.00		19,650.00	6,334.58			32.237	13,315.42
200-5410-50-02	Professional Services	130,000.00		130,000.00				0	130,000.00
200-5419-50-02	IT Licenses	42,240.00		42,240.00	25,000.00	25,000.00		59.186	17,240.00
200-5430-50-02	Legal Fees	500.00		500.00	578.35	217.35		115.67	(78.35)
200-5480-50-02	Contracted Services	255,040.00	10,732.50	265,772.50	21,145.12	3,525.10	80,308.00	7.956	164,319.38
	Subtotal object - 05	447,430.00	10,732.50	458,162.50	53,058.05	28,742.45	80,308.00	11.581	324,796.45
200-5520-50-02	Telephones	10,720.00		10,720.00	702.08			6.549	10,017.92
200-5523-50-02	Water/Sewer Charges	6,100.00		6,100.00	1,054.03	253.16		17.279	5,045.97
200-5524-50-02	Gas	2,000.00		2,000.00				0	2,000.00
200-5525-50-02	Electricity	331,800.00		331,800.00	94,760.05	56,176.85		28.559	237,039.95
200-5526-50-02	Data Network	5,000.00		5,000.00	1,816.52	100.00		36.33	3,183.48
200-5530-50-02	Travel	460.00		460.00				0	460.00
200-5533-50-02	Mileage Expense	100.00		100.00				0	100.00
200-5536-50-02	Training/Seminars	25,300.00		25,300.00	3,279.75	440.00		12.963	22,020.25

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5540-50-02	Water Testing	13,300.00		13,300.00				0	13,300.00
200-5545-50-02	Meter Purchases	1,020,150.00	94,441.30	1,114,591.30	380,529.72	93,355.14	228,857.11	34.141	505,204.47
200-5550-50-02	Water Purchases	6,681,709.00		6,681,709.00	2,256,613.92	564,154.00		33.773	4,425,095.08
	Subtotal object - 05	8,096,639.00	94,441.30	8,191,080.30	2,738,756.07	714,479.15	228,857.11	33.436	5,223,467.12
200-5600-50-02	Special Events	8,000.00		8,000.00				0	8,000.00
200-5620-50-02	Tools & Equipment	19,250.00		19,250.00	3,621.36	1,130.40	5,250.00	18.812	10,378.64
200-5630-50-02	Safety Equipment	13,500.00		13,500.00	1,500.70	828.57		11.116	11,999.30
200-5640-50-02	Signs & Hardware	250.00		250.00	158.38			63.352	91.62
200-5650-50-02	Maintenance Materials	6,000.00		6,000.00	54.24	5.84		0.904	5,945.76
200-5660-50-02	Chemical Supplies	21,000.00		21,000.00	2,206.55	14.72		10.507	18,793.45
200-5670-50-02	System Improvements	68,724.00		68,724.00	24,113.90	3,045.20		35.088	44,610.10
	Subtotal object - 05	136,724.00		136,724.00	31,655.13	5,024.73	5,250.00	23.153	99,818.87
200-5930-50-02	Damage Claims Expense				6,444.84	3,400.43		0	(6,444.84)
	Subtotal object - 05				6,444.84	3,400.43		0	(6,444.84)
200-6110-50-02	Capital Expenditure	16,000.00		16,000.00	11,008.25	11,008.25		68.802	4,991.75
200-6160-50-02	Capital Expense-Vehicles	35,256.00		35,256.00				0	35,256.00
	Subtotal object - 06	51,256.00		51,256.00	11,008.25	11,008.25		21.477	40,247.75
200-7145-50-02	Transfer to VERF	171,421.00		171,421.00	57,140.32	14,285.08		33.333	114,280.68
200-7147-50-02	Transfer to GF	704,319.00		704,319.00	234,773.00	58,693.25		33.333	469,546.00
	Subtotal object - 07	875,740.00		875,740.00	291,913.32	72,978.33		33.333	583,826.68
Program number: 2	**WATER**	**11,800,546.00**	**105,173.80**	**11,905,719.80**	**3,818,174.41**	**1,005,248.29**	**314,415.11**	**32.07**	**7,773,130.28**
Program number: 3	**WASTEWATER**								
200-5110-50-03	Salaries & Wages	622,570.00		622,570.00	162,617.11	33,693.86		26.12	459,952.89
200-5115-50-03	Salaries - Overtime	30,700.00		30,700.00	8,385.08	1,499.15		27.313	22,314.92
200-5126-50-03	Salaries-Vacation Buy-Out	2,413.00		2,413.00	1,206.40			49.996	1,206.60
200-5140-50-03	Salaries - Longevity Pay	2,020.00		2,020.00	1,660.00			82.178	360.00
200-5143-50-03	Cell Phone Allowance	720.00		720.00				0	720.00
200-5145-50-03	Social Security Expense	40,512.00		40,512.00	10,268.19	2,096.59		25.346	30,243.81
200-5150-50-03	Medicare Expense	9,475.00		9,475.00	2,401.42	490.33		25.345	7,073.58
200-5155-50-03	SUTA Expense	2,106.00		2,106.00	607.54	565.61		28.848	1,498.46
200-5160-50-03	Health Insurance	123,111.00		123,111.00	32,631.52	14,274.48		26.506	90,479.48
200-5162-50-03	HSA Expense	9,750.00		9,750.00				0	9,750.00
200-5165-50-03	Dental Insurance	5,660.00		5,660.00	1,252.95	299.64		22.137	4,407.05
200-5170-50-03	Life Insurance/AD&D	1,612.00		1,612.00	403.34	93.80		25.021	1,208.66
200-5175-50-03	Liability (TML)/Workers' Comp	18,405.00		18,405.00	5,112.91	903.68		27.78	13,292.09
200-5180-50-03	TMRS Expense	89,721.00		89,721.00	23,667.52	4,854.64		26.379	66,053.48
200-5185-50-03	Long/Short Term Disability	1,183.00		1,183.00	263.15	61.85		22.244	919.85
200-5186-50-03	WELLE-Wellness Prog Reimb-Empl	2,250.00		2,250.00	406.64	139.16		18.073	1,843.36
	Subtotal object - 05	962,208.00		962,208.00	250,883.77	58,972.79		26.074	711,324.23
200-5210-50-03	Office Supplies	2,400.00		2,400.00	73.58			3.066	2,326.42
200-5212-50-03	Building Supplies	1,400.00		1,400.00				0	1,400.00
200-5220-50-03	Office Equipment	1,000.00		1,000.00				0	1,000.00
200-5230-50-03	Dues,Fees,& Subscriptions	19,800.00		19,800.00	167.25	53.50		0.845	19,632.75
200-5240-50-03	Postage and Delivery	100.00		100.00				0	100.00
200-5280-50-03	Printing and Reproduction	300.00		300.00				0	300.00
	Subtotal object - 05	25,000.00		25,000.00	240.83	53.50		0.963	24,759.17
200-5310-50-03	Rental Expense	41,000.00		41,000.00				0	41,000.00
200-5340-50-03	Building Repairs	1,200.00		1,200.00				0	1,200.00
200-5350-50-03	Vehicle Expense	21,000.00		21,000.00	3,757.00	1,152.94		17.89	17,243.00
200-5351-50-03	Equipment Expense/Repair	10,000.00		10,000.00	2,846.94	735.62	7,373.00	28.469	(219.94)
200-5352-50-03	Fuel	16,000.00		16,000.00	3,513.22	1,235.95		21.958	12,486.78
200-5353-50-03	Oil/Grease/Inspections	1,000.00		1,000.00	40.00	40.00		4	960.00
	Subtotal object - 05	90,200.00		90,200.00	10,157.16	3,164.51	7,373.00	11.261	72,669.84

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
200-5400-50-03	Uniform Expense	12,850.00		12,850.00	4,433.30			34.5	8,416.70
200-5410-50-03	Professional Services						8,997.50	0	(8,997.50)
200-5419-50-03	IT Licenses	16,095.00		16,095.00			2,620.62	0	13,474.38
200-5430-50-03	Legal Fees	300.00		300.00				0	300.00
200-5480-50-03	Contracted Services	325,700.00	3,813.50	329,513.50	221.50	148.50		0.067	329,292.00
	Subtotal object - 05	354,945.00	3,813.50	358,758.50	4,654.80	148.50	11,618.12	1.297	342,485.58
200-5520-50-03	Telephones	3,800.00		3,800.00	250.54			6.593	3,549.46
200-5523-50-03	Water/Sewer Charges	1,000.00		1,000.00	210.68	50.15		21.068	789.32
200-5524-50-03	Gas	600.00		600.00	1,250.85	446.29		208.475	(650.85)
200-5525-50-03	Electricity	50,300.00		50,300.00	10,175.02	4,480.20		20.229	40,124.98
200-5526-50-03	Data Network	900.00		900.00	136.56			15.173	763.44
200-5530-50-03	Travel	200.00		200.00				0	200.00
200-5533-50-03	Mileage Expense	200.00		200.00				0	200.00
200-5536-50-03	Training/Seminars	13,200.00		13,200.00	2,890.00	1,325.00	905.00	21.894	9,405.00
200-5560-50-03	Sewer Management Fees	3,571,097.00		3,571,097.00	861,022.02	142,029.00		24.111	2,710,074.98
	Subtotal object - 05	3,641,297.00		3,641,297.00	875,935.67	148,330.64	905.00	24.056	2,764,456.33
200-5600-50-03	SPECIAL EVENTS	5,000.00		5,000.00				0	5,000.00
200-5620-50-03	Tools & Equipment	9,000.00		9,000.00	4,063.24	208.30		45.147	4,936.76
200-5630-50-03	Safety Equipment	11,500.00		11,500.00	1,008.57	828.57		8.77	10,491.43
200-5650-50-03	Maintenance Materials	10,000.00		10,000.00	40.41			0.404	9,959.59
200-5660-50-03	Chemical Supplies	123,000.00		123,000.00	19,469.82	19,469.82	29,989.38	15.829	73,540.80
200-5670-50-03	System Improvements	140,000.00		140,000.00	5,078.06	296.89		3.627	134,921.94
200-5680-50-03	Lift Station Expense	100,000.00		100,000.00	34,183.00	5,768.00	9,579.00	34.183	56,238.00
	Subtotal object - 05	398,500.00		398,500.00	63,843.10	26,571.58	39,568.38	16.021	295,088.52
200-6110-50-03	CAPITAL EXPENDITURE	50,000.00		50,000.00				0	50,000.00
200-6140-50-03	Capital Expense-Equipment	37,850.00		37,850.00			34,585.62	0	3,264.38
	Subtotal object - 06	87,850.00		87,850.00			34,585.62	0	53,264.38
200-7145-50-03	Transfer to VERF	94,439.00		94,439.00	31,479.68	7,869.92		33.333	62,959.32
200-7147-50-03	Transfer to GF	223,957.00		223,957.00	74,652.32	18,663.08		33.333	149,304.68
	Subtotal object - 07	318,396.00		318,396.00	106,132.00	26,533.00		33.333	212,264.00
Program number: 3	**WASTEWATER**	**5,878,396.00**	**3,813.50**	**5,882,209.50**	**1,311,847.33**	**263,774.52**	**94,050.12**	**22.302**	**4,476,312.05**
Program number: 98	**CONSTRUCTION INSPECTIONS**								
200-5110-50-98	Salaries & Wages	228,680.00		228,680.00	65,122.15	16,930.75		28.477	163,557.85
200-5115-50-98	Salaries - Overtime	15,000.00		15,000.00	5,129.10	994.61		34.194	9,870.90
200-5140-50-98	Salaries - Longevity	585.00		585.00	540.00			92.308	45.00
200-5145-50-98	Social Security Expense	15,145.00		15,145.00	4,054.61	1,003.81		26.772	11,090.39
200-5150-50-98	Medicare Expense	3,542.00		3,542.00	948.26	234.77		26.772	2,593.74
200-5155-50-98	SUTA Expense	648.00		648.00	290.54	290.54		44.836	357.46
200-5160-50-98	Health Insurance	38,592.00		38,592.00	14,897.82	7,470.72		38.603	23,694.18
200-5165-50-98	Dental Insurance	1,783.00		1,783.00	476.92	142.30		26.748	1,306.08
200-5170-50-98	Life Insurance/ADD	451.00		451.00	121.94	37.52		27.038	329.06
200-5175-50-98	Liability (TML)/Workers Comp	7,738.00		7,738.00	903.88	241.26		11.681	6,834.12
200-5180-50-98	TMRS Expense	33,562.00		33,562.00	9,679.48	2,480.81		28.841	23,882.52
200-5185-50-98	Long/Short Term Disability	435.00		435.00	107.68	32.17		24.754	327.32
200-5186-50-98	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	430.00	130.00		17.917	1,970.00
	Subtotal object - 05	348,561.00		348,561.00	102,702.38	29,989.26		29.465	245,858.62
200-5210-50-98	Office Supplies	400.00		400.00	230.09	47.49		57.523	169.91
200-5220-50-98	Office Equipment	1,000.00		1,000.00				0	1,000.00
200-5230-50-98	Dues, Fees, & Subscriptions	400.00		400.00	90.00	90.00		22.5	310.00
200-5290-50-98	Other Charges and Services				33.98	33.98		0	(33.98)
	Subtotal object - 05	1,800.00		1,800.00	354.07	171.47		19.671	1,445.93
200-5330-50-98	Copier Expense	720.00		720.00				0	720.00
200-5350-50-98	Vehicle Expense	3,500.00		3,500.00	1,779.33	186.46		50.838	1,720.67

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
200-5352-50-98	Fuel	5,600.00		5,600.00	792.02	247.43		14.143	4,807.98
200-5353-50-98	Oil/Grease/Inspections	100.00		100.00				0	100.00
	Subtotal object - 05	9,920.00		9,920.00	2,571.35	433.89		25.921	7,348.65
200-5400-50-98	Uniform Expense	3,200.00		3,200.00	149.00	149.00		4.656	3,051.00
200-5480-50-98	Contracted Services	25,000.00		25,000.00				0	25,000.00
	Subtotal object - 05	28,200.00		28,200.00	149.00	149.00		0.528	28,051.00
200-5520-50-98	Telephones	2,500.00		2,500.00	119.97			4.799	2,380.03
200-5526-50-98	Data Network	2,000.00		2,000.00	143.02			7.151	1,856.98
200-5530-50-98	Travel	200.00		200.00				0	200.00
200-5536-50-98	Training/Seminars	1,600.00		1,600.00				0	1,600.00
	Subtotal object - 05	6,300.00		6,300.00	262.99			4.174	6,037.01
200-5620-50-98	Tools & Equipment	1,000.00		1,000.00	207.27	166.91		20.727	792.73
200-5630-50-98	Safety Equipment	2,000.00		2,000.00				0	2,000.00
	Subtotal object - 05	3,000.00		3,000.00	207.27	166.91		6.909	2,792.73
200-7145-50-98	Transfer to VERF	15,250.00		15,250.00	5,083.32	1,270.83		33.333	10,166.68
	Subtotal object - 07	15,250.00		15,250.00	5,083.32	1,270.83		33.333	10,166.68
Program number: 98	**CONSTRUCTION INSPECTIONS**	**413,031.00**		**413,031.00**	**111,330.38**	**32,181.36**		**26.954**	**301,700.62**
Department number: 50	**PUBLIC WORKS**	**18,091,973.00**	**108,987.30**	**18,200,960.30**	**5,241,352.12**	**1,301,204.17**	**408,465.23**	**28.797**	**12,551,142.95**
	Expense Subtotal - - - - - -	**24,408,888.00**	**184,242.30**	**24,593,130.30**	**6,070,754.09**	**1,538,665.80**	**468,984.23**	**24.685**	**18,053,391.98**
Fund number: 200	**WATER/SEWER**	**(95,805.00)**	**184,242.30**	**88,437.30**	**(2,631,845.34)**	**(767,614.11)**	**468,984.23**		**2,251,298.41**
Fund number: 300	**INTEREST AND SINKING**								
300-4105-10-00	Property Taxes -Delinquent				(56,490.12)	(16,502.38)		0	56,490.12
300-4110-10-00	Property Taxes -Current	(7,549,503.00)		(7,549,503.00)	(6,605,762.11)	(1,852,666.47)		87.499	(943,740.89)
300-4115-10-00	Taxes -Penalties				(6,973.94)	(1,776.24)		0	6,973.94
	Subtotal object - 04	(7,549,503.00)		(7,549,503.00)	(6,669,226.17)	(1,870,945.09)		88.34	(880,276.83)
300-4610-10-00	Interest Income	(45,000.00)		(45,000.00)	(13,937.20)	(7,243.61)		30.972	(31,062.80)
	Subtotal object - 04	(45,000.00)		(45,000.00)	(13,937.20)	(7,243.61)		30.972	(31,062.80)
Program number:	DEFAULT PROGRAM	(7,594,503.00)		(7,594,503.00)	(6,683,163.37)	(1,878,188.70)		88	(911,339.63)
Department number: 10	ADMINISTRATION	(7,594,503.00)		(7,594,503.00)	(6,683,163.37)	(1,878,188.70)		88	(911,339.63)
	Revenue Subtotal - - - - - -	(7,594,503.00)		(7,594,503.00)	(6,683,163.37)	(1,878,188.70)		88	(911,339.63)
300-6186-10-00	2013 GO Ref Bond	170,000.00		170,000.00				0	170,000.00
300-6189-10-00	2012 GO TX Bond Payment	195,000.00		195,000.00				0	195,000.00
	Subtotal object - 06	365,000.00		365,000.00				0	365,000.00
300-6200-10-00	Bond Administrative Fees	20,000.00		20,000.00				0	20,000.00
300-6201-10-00	2014 GO Debt payment	285,000.00		285,000.00				0	285,000.00
300-6203-10-00	2015 GO Debt Payment	463,700.00		463,700.00				0	463,700.00
300-6204-10-00	2015 CO Debt Payment	440,000.00		440,000.00				0	440,000.00
300-6205-10-00	2016 GO Debt Payment	625,500.00		625,500.00				0	625,500.00
300-6206-10-00	2016 CO Debt Payment	55,000.00		55,000.00				0	55,000.00
300-6207-10-00	2017 CO Bond Payment	410,000.00		410,000.00				0	410,000.00
300-6209-10-00	2018 GO Bond Payment	135,000.00		135,000.00				0	135,000.00
300-6210-10-00	2018 CO Bond Payment	175,000.00		175,000.00				0	175,000.00
300-6211-10-00	2019 CO Debt Payment	366,177.00		366,177.00				0	366,177.00
300-6212-10-00	2019 GO Debt Payment	150,000.00		150,000.00				0	150,000.00
300-6213-10-00	2020 CO Debt Payment	805,000.00		805,000.00				0	805,000.00
300-6299-10-00	Bond Interest Expense	3,404,364.00		3,404,364.00				0	3,404,364.00
	Subtotal object - 06	7,334,741.00		7,334,741.00				0	7,334,741.00
Program number:	**DEFAULT PROGRAM**	**7,699,741.00**		**7,699,741.00**				**0**	**7,699,741.00**
Department number: 10	**ADMINISTRATION**	**7,699,741.00**		**7,699,741.00**				**0**	**7,699,741.00**
	Expense Subtotal - - - - - -	**7,699,741.00**		**7,699,741.00**				**0**	**7,699,741.00**
Fund number: 300	**INTEREST AND SINKING**	**105,238.00**		**105,238.00**	**(6,683,163.37)**	**(1,878,188.70)**			**6,788,401.37**
Fund number: 410	**VEHICLE/EQUIPMENT REPLACEMENT**								
410-4610-10-99	Interest	(20,000.00)		(20,000.00)	(11,208.93)	(2,915.40)		56.045	(8,791.07)

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	(20,000.00)		(20,000.00)	(11,208.93)	(2,915.40)		56.045	(8,791.07)
410-4910-10-99	Other Reimbursements	(139,000.00)		(139,000.00)				0	(139,000.00)
410-4995-10-99	Transfer In	(1,478,505.00)		(1,478,505.00)	(497,456.00)	(127,829.75)		33.646	(981,049.00)
	Subtotal object - 04	(1,617,505.00)		(1,617,505.00)	(497,456.00)	(127,829.75)		30.755	(1,120,049.00)
Program number: 99	NON-DEPARTMENTAL	(1,637,505.00)		(1,637,505.00)	(508,664.93)	(130,745.15)		31.063	(1,128,840.07)
Department number: 10	ADMINISTRATION	(1,637,505.00)		(1,637,505.00)	(508,664.93)	(130,745.15)		31.063	(1,128,840.07)
	Revenue Subtotal - - - - - -	(1,637,505.00)		(1,637,505.00)	(508,664.93)	(130,745.15)		31.063	(1,128,840.07)
410-5220-10-03	Office Equipment	2,000.00		2,000.00			774.18	0	1,225.82
	Subtotal object - 05	2,000.00		2,000.00			774.18	0	1,225.82
Program number: 3	FINANCE	2,000.00		2,000.00			774.18	0	1,225.82
410-5220-10-04	Office Equipment	2,000.00		2,000.00			2,118.23	0	(118.23)
	Subtotal object - 05	2,000.00		2,000.00			2,118.23	0	(118.23)
Program number: 4	HUMAN RESOURCES	2,000.00		2,000.00			2,118.23	0	(118.23)
410-5220-10-05	Office Equipment	15,300.00		15,300.00	9,764.47			63.82	5,535.53
	Subtotal object - 05	15,300.00		15,300.00	9,764.47			63.82	5,535.53
410-6125-10-05	Capital-Equipment (Technology)	45,000.00		45,000.00				0	45,000.00
	Subtotal object - 06	45,000.00		45,000.00				0	45,000.00
Program number: 5	IT	60,300.00		60,300.00	9,764.47			16.193	50,535.53
Department number: 10	ADMINISTRATION	64,300.00		64,300.00	9,764.47		2,892.41	15.186	51,643.12
410-5220-20-01	Office Equipment	7,400.00		7,400.00				0	7,400.00
	Subtotal object - 05	7,400.00		7,400.00				0	7,400.00
410-5350-20-01	Vehicle Expense				8,046.12	3,100.00		0	(8,046.12)
	Subtotal object - 05				8,046.12	3,100.00		0	(8,046.12)
410-6160-20-01	Capital-Vehicles	317,190.00		317,190.00	317,445.00			100.08	(255.00)
	Subtotal object - 06	317,190.00		317,190.00	317,445.00			100.08	(255.00)
Program number: 1	OPERATIONS	324,590.00		324,590.00	325,491.12	3,100.00		100.278	(901.12)
Department number: 20	POLICE	324,590.00		324,590.00	325,491.12	3,100.00		100.278	(901.12)
410-5220-30-01	Office Equipment	6,300.00		6,300.00			4,645.08	0	1,654.92
	Subtotal object - 05	6,300.00		6,300.00			4,645.08	0	1,654.92
410-6160-30-01	Capital-Vehicles	307,600.00		307,600.00			289,642.00	0	17,958.00
	Subtotal object - 06	307,600.00		307,600.00			289,642.00	0	17,958.00
Program number: 1	OPERATIONS	313,900.00		313,900.00			294,287.08	0	19,612.92
410-5220-30-05	Office Equipment	4,800.00		4,800.00			4,236.46	0	563.54
	Subtotal object - 05	4,800.00		4,800.00			4,236.46	0	563.54
Program number: 5	MARSHAL	4,800.00		4,800.00			4,236.46	0	563.54
Department number: 30	FIRE	318,700.00		318,700.00			298,523.54	0	20,176.46
410-5220-40-01	Office Equipment	1,820.00		1,820.00			1,781.25	0	38.75
	Subtotal object - 05	1,820.00		1,820.00			1,781.25	0	38.75
410-6160-40-01	Capital-Vehicles	25,850.00		25,850.00	22,864.45		2,743.90	88.45	241.65
	Subtotal object - 06	25,850.00		25,850.00	22,864.45		2,743.90	88.45	241.65
Program number: 1	INSPECTIONS	27,670.00		27,670.00	22,864.45		4,525.15	82.633	280.40
410-5220-40-03	Office Equipment	2,000.00		2,000.00			1,781.25	0	218.75
	Subtotal object - 05	2,000.00		2,000.00			1,781.25	0	218.75
Program number: 3	PLANNING	2,000.00		2,000.00			1,781.25	0	218.75
Department number: 40	DEVELOPMENT SERVICES	29,670.00		29,670.00	22,864.45		6,306.40	77.063	499.15
410-6140-50-02	Capital-Equipment	217,259.00		217,259.00				0	217,259.00
410-6160-50-02	Capital-Vehicles	87,726.00		87,726.00	34,505.90		52,065.55	39.334	1,154.55
	Subtotal object - 06	304,985.00		304,985.00	34,505.90		52,065.55	11.314	218,413.55
Program number: 2	WATER	304,985.00		304,985.00	34,505.90		52,065.55	11.314	218,413.55
410-6160-50-03	Capital-Vehicles	57,305.00		57,305.00			51,975.50	0	5,329.50
	Subtotal object - 06	57,305.00		57,305.00			51,975.50	0	5,329.50
Program number: 3	WASTEWATER	57,305.00		57,305.00			51,975.50	0	5,329.50
410-6160-50-98	Capital Expense - vehicles	37,610.00		37,610.00	36,269.50			96.436	1,340.50

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	36,269.50			96.436	1,340.50
Program number: 98	CONSTRUCTION INSPECTIONS	37,610.00		37,610.00	36,269.50			96.436	1,340.50
Department number: 50	PUBLIC WORKS	399,900.00		399,900.00	70,775.40		104,041.05	17.698	225,083.55
410-5220-60-01	Office Equipment	2,000.00		2,000.00			1,781.25	0	218.75
	Subtotal object - 05	2,000.00		2,000.00			1,781.25	0	218.75
Program number: 1	PARK ADMINISTRATION	2,000.00		2,000.00			1,781.25	0	218.75
410-5220-60-02	OFFICE EQUIPMENT	460.00		460.00				0	460.00
	Subtotal object - 05	460.00		460.00				0	460.00
410-6140-60-02	CAPITAL EXPENSE-EQUIPMENT	219,300.00		219,300.00	57,470.05		40,974.91	26.206	120,855.04
410-6160-60-02	Capital-vehicles	28,665.00		28,665.00	26,132.23		2,497.57	91.164	35.20
	Subtotal object - 06	247,965.00		247,965.00	83,602.28		43,472.48	33.715	120,890.24
Program number: 2	PARK OPERATIONS	248,425.00		248,425.00	83,602.28		43,472.48	33.653	121,350.24
410-5220-60-05	Office Equipment	4,000.00		4,000.00				0	4,000.00
	Subtotal object - 05	4,000.00		4,000.00				0	4,000.00
Program number: 5	LIBRARY	4,000.00		4,000.00				0	4,000.00
Department number: 60	COMMUNITY SERVICES	254,425.00		254,425.00	83,602.28		45,253.73	32.859	125,568.99
410-5220-98-01	Office Equipment	4,000.00		4,000.00			1,781.25	0	2,218.75
	Subtotal object - 05	4,000.00		4,000.00			1,781.25	0	2,218.75
Program number: 1	ENGINEERING	4,000.00		4,000.00			1,781.25	0	2,218.75
410-5220-98-02	Office Equipment	2,000.00		2,000.00			1,781.25	0	218.75
	Subtotal object - 05	2,000.00		2,000.00			1,781.25	0	218.75
Program number: 2	STORM DRAINAGE	2,000.00		2,000.00			1,781.25	0	218.75
Department number: 98	ENGINEERING	6,000.00		6,000.00			3,562.50	0	2,437.50
	Expense Subtotal - - - - - -	1,397,585.00		1,397,585.00	512,497.72	3,100.00	460,579.63	36.67	424,507.65
Fund number: 410	**VEHICLE/EQUIPMENT REPLACEMENT**	**(239,920.00)**		**(239,920.00)**	**3,832.79**	**(127,645.15)**	**460,579.63**	**-1.598**	**(704,332.42)**
Fund number: 450	**STORM DRAINAGE UTILITY FUND**								
450-4001-98-02	Storm Drainage Utility Fee	(705,000.00)		(705,000.00)	(236,453.58)	(60,125.03)		33.54	(468,546.42)
450-4002-98-02	Drainage Review Fee	(6,000.00)		(6,000.00)	(925.00)			15.417	(5,075.00)
	Subtotal object - 04	(711,000.00)		(711,000.00)	(237,378.58)	(60,125.03)		33.387	(473,621.42)
450-4610-98-02	Interest Storm Utility	(4,200.00)		(4,200.00)	(1,758.81)	(526.95)		41.876	(2,441.19)
	Subtotal object - 04	(4,200.00)		(4,200.00)	(1,758.81)	(526.95)		41.876	(2,441.19)
Program number: 2	STORM DRAINAGE	(715,200.00)		(715,200.00)	(239,137.39)	(60,651.98)		33.436	(476,062.61)
Department number: 98	ENGINEERING	(715,200.00)		(715,200.00)	(239,137.39)	(60,651.98)		33.436	(476,062.61)
	Revenue Subtotal - - - - - -	(715,200.00)		(715,200.00)	(239,137.39)	(60,651.98)		33.436	(476,062.61)
450-5110-98-02	Salaries	117,808.00		117,808.00	38,081.25	8,664.52		32.325	79,726.75
450-5115-98-02	Salaries-Overtime	1,390.00		1,390.00	94.19	81.90		6.776	1,295.81
450-5140-98-02	Salaries-Longevity Pay	365.00		365.00	150.00			41.096	215.00
450-5145-98-02	Social Security Expense	7,413.00		7,413.00	2,307.59	524.71		31.129	5,105.41
450-5150-98-02	Medicare Expense	1,734.00		1,734.00	539.68	122.71		31.123	1,194.32
450-5155-98-02	SUTA Expense	324.00		324.00	268.70	140.81		82.932	55.30
450-5160-98-02	Health Insurance	19,296.00		19,296.00	6,246.66	2,780.50		32.373	13,049.34
450-5162-98-02	HSA Expense	750.00		750.00				0	750.00
450-5165-98-02	Dental Expense	865.00		865.00	243.52	67.24		28.153	621.48
450-5170-98-02	Life Insurance/AD&D	226.00		226.00	65.66	18.76		29.053	160.34
450-5175-98-02	Liability (TML) Workers Comp	3,628.00		3,628.00	1,368.29	271.24		37.715	2,259.71
450-5180-98-02	TMRS Expense	16,428.00		16,428.00	5,233.94	1,208.63		31.86	11,194.06
450-5185-98-02	Long/Short Term Disability	224.00		224.00	60.97	16.09		27.219	163.03
450-5186-98-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	200.00	50.00		33.333	400.00
	Subtotal object - 05	171,051.00		171,051.00	54,860.45	13,947.11		32.073	116,190.55
450-5210-98-02	Office Supplies	150.00		150.00				0	150.00
450-5212-98-02	Building Supplies	200.00		200.00				0	200.00
450-5230-98-02	Dues, Fees, & Subscriptions	1,000.00		1,000.00	1,030.01	132.51		103.001	(30.01)
450-5240-98-02	Postage and Delivery				6.61	1.91		0	(6.61)

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
450-5280-98-02	Printing and Reproduction	540.00		540.00				0	540.00
450-5290-98-02	Other Charges and Services				21.02	21.02		0	(21.02)
	Subtotal object - 05	1,890.00		1,890.00	1,057.64	155.44		55.96	832.36
450-5310-98-02	Rental Expense	5,000.00		5,000.00				0	5,000.00
450-5340-98-02	Building Repairs	200.00		200.00				0	200.00
450-5350-98-02	Vehicle Expense	1,100.00		1,100.00	53.97	15.99		4.906	1,046.03
450-5351-98-02	Equipment Expense/Repair	500.00		500.00				0	500.00
450-5352-98-02	Fuel	1,200.00		1,200.00	257.30	120.29		21.442	942.70
450-5353-98-02	Oil/Grease/Inspections	200.00		200.00				0	200.00
	Subtotal object - 05	8,200.00		8,200.00	311.27	136.28		3.796	7,888.73
450-5400-98-02	Uniforms	2,100.00		2,100.00	561.00			26.714	1,539.00
450-5410-98-02	Professional Services-Storm Dr	500.00		500.00			1,417.50	0	(917.50)
450-5410-98-02-2003-DR	Prof Svcs Frontier Pk/Prest Lk		100,000.00	100,000.00			100,000.00	0	
450-5430-98-02	Legal Fees	500.00		500.00				0	500.00
450-5490-98-02	Drainage Review Expense	6,000.00		6,000.00	1,568.70	1,568.70		26.145	4,431.30
	Subtotal object - 05	9,100.00	100,000.00	109,100.00	2,129.70	1,568.70	101,417.50	1.952	5,552.80
450-5520-98-02	Telephones	800.00		800.00	76.64			9.58	723.36
450-5526-98-02	Data Network	460.00		460.00	37.99			8.259	422.01
450-5533-98-02	Mileage Expense	100.00		100.00				0	100.00
450-5536-98-02	Training/Seminars	1,880.00		1,880.00				0	1,880.00
	Subtotal object - 05	3,240.00		3,240.00	114.63			3.538	3,125.37
450-5620-98-02	Tools & Equipment	1,000.00		1,000.00				0	1,000.00
450-5630-98-02	Safety Equipment	1,000.00		1,000.00				0	1,000.00
450-5640-98-02	Signs & Hardware	200.00		200.00				0	200.00
450-5650-98-02	Maintenance Materials	2,070.00		2,070.00				0	2,070.00
	Subtotal object - 05	4,270.00		4,270.00				0	4,270.00
450-6193-98-02	2012 CO Bond Payment	62,050.00		62,050.00				0	62,050.00
	Subtotal object - 06	62,050.00		62,050.00				0	62,050.00
450-6205-98-02	2016 CO Bond Payment	50,000.00		50,000.00				0	50,000.00
450-6208-98-02	2017 CO Bond Payment	35,000.00		35,000.00				0	35,000.00
450-6299-98-02	Bond Interest Expense	98,542.00		98,542.00				0	98,542.00
	Subtotal object - 06	183,542.00		183,542.00				0	183,542.00
450-7145-98-02	Transfer to VERF	6,083.00		6,083.00	2,027.68	506.92		33.334	4,055.32
450-7147-98-02	Transfer to GF	98,843.00		98,843.00	32,947.68	8,236.92		33.333	65,895.32
	Subtotal object - 07	104,926.00		104,926.00	34,975.36	8,743.84		33.333	69,950.64
Program number: 2	**STORM DRAINAGE**	**548,269.00**	**100,000.00**	**648,269.00**	**93,449.05**	**24,551.37**	**101,417.50**	**14.415**	**453,402.45**
Department number: 98	**ENGINEERING**	**548,269.00**	**100,000.00**	**648,269.00**	**93,449.05**	**24,551.37**	**101,417.50**	**14.415**	**453,402.45**
	Expense Subtotal - - - - - -	**548,269.00**	**100,000.00**	**648,269.00**	**93,449.05**	**24,551.37**	**101,417.50**	**14.415**	**453,402.45**
Fund number: 450	**STORM DRAINAGE UTILITY FUND**	**(166,931.00)**	**100,000.00**	**(66,931.00)**	**(145,688.34)**	**(36,100.61)**	**101,417.50**	**217.669**	**(22,660.16)**
Fund number: 570	**COURT TECHNOLOGY**								
570-4537-10-00	Court Technology Revenue	(8,200.00)		(8,200.00)	(1,976.00)	(368.00)		24.098	(6,224.00)
	Subtotal object - 04	(8,200.00)		(8,200.00)	(1,976.00)	(368.00)		24.098	(6,224.00)
570-4610-10-00	Interest	(150.00)		(150.00)	(55.23)	(16.24)		36.82	(94.77)
	Subtotal object - 04	(150.00)		(150.00)	(55.23)	(16.24)		36.82	(94.77)
Program number:	DEFAULT PROGRAM	(8,350.00)		(8,350.00)	(2,031.23)	(384.24)		24.326	(6,318.77)
Department number: 10	ADMINISTRATION	(8,350.00)		(8,350.00)	(2,031.23)	(384.24)		24.326	(6,318.77)
	Revenue Subtotal - - - - - -	(8,350.00)		(8,350.00)	(2,031.23)	(384.24)		24.326	(6,318.77)
570-5203-10-00	Court Technology Expense	25,700.00		25,700.00				0	25,700.00
	Subtotal object - 05	25,700.00		25,700.00				0	25,700.00
Program number:	**DEFAULT PROGRAM**	**25,700.00**		**25,700.00**				**0**	**25,700.00**
Department number: 10	**ADMINISTRATION**	**25,700.00**		**25,700.00**				**0**	**25,700.00**
	Expense Subtotal - - - - - -	**25,700.00**		**25,700.00**				**0**	**25,700.00**
Fund number: 570	**COURT TECHNOLOGY**	**17,350.00**		**17,350.00**	**(2,031.23)**	**(384.24)**		**-11.707**	**19,381.23**

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Fund number: 575	**MUNICIPAL JURY FUND**								
575-4539-10-00	Municipal Jury Revenue				(44.70)	(7.70)		0	44.70
	Subtotal object - 04				(44.70)	(7.70)		0	44.70
Program number:	**DEFAULT PROGRAM**				**(44.70)**	**(7.70)**		**0**	**44.70**
Department number: 10	**ADMINISTRATION**				**(44.70)**	**(7.70)**		**0**	**44.70**
	Revenue Subtotal - - - - - -				**(44.70)**	**(7.70)**		**0**	**44.70**
Fund number: 575	**MUNICIPAL JURY FUND**				**(44.70)**	**(7.70)**		**0**	**44.70**
Fund number: 580	**COURT SECURITY**								
580-4536-10-00	Court Security Revenue	(7,000.00)		(7,000.00)	(2,331.30)	(422.30)		33.304	(4,668.70)
	Subtotal object - 04	(7,000.00)		(7,000.00)	(2,331.30)	(422.30)		33.304	(4,668.70)
580-4610-10-00	Interest	(250.00)		(250.00)	(104.24)	(29.92)		41.696	(145.76)
	Subtotal object - 04	(250.00)		(250.00)	(104.24)	(29.92)		41.696	(145.76)
Program number:	DEFAULT PROGRAM	(7,250.00)		(7,250.00)	(2,435.54)	(452.22)		33.594	(4,814.46)
Department number: 10	ADMINISTRATION	(7,250.00)		(7,250.00)	(2,435.54)	(452.22)		33.594	(4,814.46)
	Revenue Subtotal - - - - - -	(7,250.00)		(7,250.00)	(2,435.54)	(452.22)		33.594	(4,814.46)
580-5110-10-00	Salaries & Wages Payable	12,792.00		12,792.00				0	12,792.00
580-5145-10-00	Social Security Expense	794.00		794.00				0	794.00
580-5150-10-00	Medicare Expense	186.00		186.00				0	186.00
580-5155-10-00	SUTA expense	162.00		162.00				0	162.00
580-5175-10-00	Workers Comp	334.00		334.00				0	334.00
	Subtotal object - 05	14,268.00		14,268.00				0	14,268.00
580-5204-10-00	Court Security Expense	2,000.00		2,000.00				0	2,000.00
580-5230-10-00	Dues, Fees and Subscriptions	60.00		60.00				0	60.00
	Subtotal object - 05	2,060.00		2,060.00				0	2,060.00
580-5400-10-00	Uniform Expense	1,200.00		1,200.00				0	1,200.00
	Subtotal object - 05	1,200.00		1,200.00				0	1,200.00
580-5536-10-00	Training/Seminars	1,000.00		1,000.00				0	1,000.00
	Subtotal object - 05	1,000.00		1,000.00				0	1,000.00
Program number:	**DEFAULT PROGRAM**	**18,528.00**		**18,528.00**				**0**	**18,528.00**
Department number: 10	**ADMINISTRATION**	**18,528.00**		**18,528.00**				**0**	**18,528.00**
	Expense Subtotal - - - - - -	**18,528.00**		**18,528.00**				**0**	**18,528.00**
Fund number: 580	**COURT SECURITY**	**11,278.00**		**11,278.00**	**(2,435.54)**	**(452.22)**		**-21.595**	**13,713.54**
Fund number: 590	**ESCROW**								
590-4915-10-00	Escrow Income				(285,938.07)			0	285,938.07
	Subtotal object - 04				(285,938.07)			0	285,938.07
Program number:	DEFAULT PROGRAM				(285,938.07)			0	285,938.07
Department number: 10	ADMINISTRATION				(285,938.07)			0	285,938.07
	Revenue Subtotal - - - - - -				(285,938.07)			0	285,938.07
590-7144-10-00	Transfer to CIP				285,938.07			0	(285,938.07)
	Subtotal object - 07				285,938.07			0	(285,938.07)
Program number:	**DEFAULT PROGRAM**				**285,938.07**			**0**	**(285,938.07)**
Department number: 10	**ADMINISTRATION**				**285,938.07**			**0**	**(285,938.07)**
	Expense Subtotal - - - - - -				**285,938.07**			**0**	**(285,938.07)**
Fund number: 590	**ESCROW**							**0**	
Fund number: 610	**PARK DEDICATION FEE FUND**								
610-4045-60-00	Park Dedication-Fees	(200,000.00)		(200,000.00)				0	(200,000.00)
	Subtotal object - 04	(200,000.00)		(200,000.00)				0	(200,000.00)
610-4610-60-00	Interest Income	(8,000.00)		(8,000.00)	(4,689.77)	(1,471.81)		58.622	(3,310.23)
	Subtotal object - 04	(8,000.00)		(8,000.00)	(4,689.77)	(1,471.81)		58.622	(3,310.23)
610-4995-60-00	Transfer In				(392,216.90)	(392,216.90)		0	392,216.90
	Subtotal object - 04				(392,216.90)	(392,216.90)		0	392,216.90
Program number:	DEFAULT PROGRAM	(208,000.00)		(208,000.00)	(396,906.67)	(393,688.71)		190.821	188,906.67

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
Department number: 60	PARK DEDICATION	(208,000.00)		(208,000.00)	(396,906.67)	(393,688.71)		190.821	188,906.67
	Revenue Subtotal - - - - - -	(208,000.00)		(208,000.00)	(396,906.67)	(393,688.71)		190.821	188,906.67
610-6610-60-00	CAPITAL PROJECT	250,000.00		250,000.00				0	250,000.00
	Subtotal object - 06	250,000.00		250,000.00				0	250,000.00
Program number:	**DEFAULT PROGRAM**	**250,000.00**		**250,000.00**				**0**	**250,000.00**
Department number: 60	**PARK DEDICATION**	**250,000.00**		**250,000.00**				**0**	**250,000.00**
	Expense Subtotal - - - - - -	**250,000.00**		**250,000.00**				**0**	**250,000.00**
Fund number: 610	**PARK DEDICATION FEE FUND**	**42,000.00**		**42,000.00**	**(396,906.67)**	**(393,688.71)**			**438,906.67**
Fund number: 620	**PARK IMPROVEMENT**								
620-4055-60-00	Park Improvement	(100,000.00)		(100,000.00)				0	(100,000.00)
	Subtotal object - 04	(100,000.00)		(100,000.00)				0	(100,000.00)
620-4510-60-00	Grant Revenue	(500,000.00)		(500,000.00)				0	(500,000.00)
	Subtotal object - 04	(500,000.00)		(500,000.00)				0	(500,000.00)
620-4610-60-00	Interest Income	(7,500.00)		(7,500.00)	(3,125.86)	(625.75)		41.678	(4,374.14)
	Subtotal object - 04	(7,500.00)		(7,500.00)	(3,125.86)	(625.75)		41.678	(4,374.14)
Program number:	DEFAULT PROGRAM	(607,500.00)		(607,500.00)	(3,125.86)	(625.75)		0.515	(604,374.14)
Department number: 60	PARK IMPROVEMENT	(607,500.00)		(607,500.00)	(3,125.86)	(625.75)		0.515	(604,374.14)
	Revenue Subtotal - - - - - -	(607,500.00)		(607,500.00)	(3,125.86)	(625.75)		0.515	(604,374.14)
620-5410-60-00-1910-PK	Hike & Bike Master Plan		2,594.40	2,594.40	2,594.40	2,594.40		100	
	Subtotal object - 05		2,594.40	2,594.40	2,594.40	2,594.40		100	
620-6610-60-00-1801-PK	Cockrell Park Trail Connection	510,799.00	425,421.78	936,220.78	370,707.07	204,397.01	221,024.77	39.596	344,488.94
620-6610-60-00-1802-PK	Hays Park	395,455.91	28,073.57	423,529.48	14,045.00	11,245.00	16,828.57	3.316	392,655.91
620-6610-60-00-1911-PK	Pecan Grove H&B Trail	30,000.00		30,000.00				0	30,000.00
620-6610-60-00-2015-PK	Pecan Grove Park	610,000.00		610,000.00				0	610,000.00
	Subtotal object - 06	1,546,254.91	453,495.35	1,999,750.26	384,752.07	215,642.01	237,853.34	19.24	1,377,144.85
Program number:	**DEFAULT PROGRAM**	**1,546,254.91**	**456,089.75**	**2,002,344.66**	**387,346.47**	**218,236.41**	**237,853.34**	**19.345**	**1,377,144.85**
Department number: 60	**PARK IMPROVEMENT**	**1,546,254.91**	**456,089.75**	**2,002,344.66**	**387,346.47**	**218,236.41**	**237,853.34**	**19.345**	**1,377,144.85**
	Expense Subtotal - - - - - -	**1,546,254.91**	**456,089.75**	**2,002,344.66**	**387,346.47**	**218,236.41**	**237,853.34**	**19.345**	**1,377,144.85**
Fund number: 620	**PARK IMPROVEMENT**	**938,754.91**	**456,089.75**	**1,394,844.66**	**384,220.61**	**217,610.66**	**237,853.34**	**27.546**	**772,770.71**
Fund number: 630	**WATER IMPACT FEES**								
630-4015-50-00	Impact Fees	(2,500,000.00)		(2,500,000.00)	(2,131,410.00)	(483,143.00)		85.256	(368,590.00)
	Subtotal object - 04	(2,500,000.00)		(2,500,000.00)	(2,131,410.00)	(483,143.00)		85.256	(368,590.00)
630-4615-50-00	Interest	(12,000.00)		(12,000.00)	(15,892.48)	(4,987.75)		132.437	3,892.48
	Subtotal object - 04	(12,000.00)		(12,000.00)	(15,892.48)	(4,987.75)		132.437	3,892.48
Program number:	DEFAULT PROGRAM	(2,512,000.00)		(2,512,000.00)	(2,147,302.48)	(488,130.75)		85.482	(364,697.52)
Department number: 50	IMPACT FEES	(2,512,000.00)		(2,512,000.00)	(2,147,302.48)	(488,130.75)		85.482	(364,697.52)
	Revenue Subtotal - - - - - -	(2,512,000.00)		(2,512,000.00)	(2,147,302.48)	(488,130.75)		85.482	(364,697.52)
630-5489-50-00-8006-DV	Dev Agrmnt-Parks @ Legacy	140,000.00		140,000.00				0	140,000.00
630-5489-50-00-8011-DV	Dev Agrment-Star Trail	300,000.00		300,000.00				0	300,000.00
630-5489-50-00-8012-DV	Dev Agrmnt-TVG Windsong	400,000.00		400,000.00				0	400,000.00
	Subtotal object - 05	840,000.00		840,000.00				0	840,000.00
630-6610-50-00-1715-WA	County Line Elevated Storage		244.02	244.02	244.02	244.02		100	
630-6610-50-00-1716-WA	24 WL Conn. Cnty Line EST/DNT		54,418.72	54,418.72			54,418.72	0	
630-6610-50-00-1810-WA	Lower Pressure Plane Easements	1,000,000.00		1,000,000.00				0	1,000,000.00
	Subtotal object - 06	1,000,000.00	54,662.74	1,054,662.74	244.02	244.02	54,418.72	0.023	1,000,000.00
Program number:	**DEFAULT PROGRAM**	**1,840,000.00**	**54,662.74**	**1,894,662.74**	**244.02**	**244.02**	**54,418.72**	**0.013**	**1,840,000.00**
Department number: 50	**IMPACT FEES**	**1,840,000.00**	**54,662.74**	**1,894,662.74**	**244.02**	**244.02**	**54,418.72**	**0.013**	**1,840,000.00**
	Expense Subtotal - - - - - -	**1,840,000.00**	**54,662.74**	**1,894,662.74**	**244.02**	**244.02**	**54,418.72**	**0.013**	**1,840,000.00**
Fund number: 630	**WATER IMPACT FEES**	**(672,000.00)**	**54,662.74**	**(617,337.26)**	**(2,147,058.46)**	**(487,886.73)**	**54,418.72**	**347.793**	**1,475,302.48**
Fund number: 640	**WASTEWATER IMPACT FEES**								
640-4020-50-00	Impact Fees	(850,000.00)		(850,000.00)	(1,080,484.00)	(267,891.00)		127.116	230,484.00
	Subtotal object - 04	(850,000.00)		(850,000.00)	(1,080,484.00)	(267,891.00)		127.116	230,484.00

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
640-4620-50-00	Interest	(12,000.00)		(12,000.00)	(10,328.21)	(3,140.81)		86.068	(1,671.79)
	Subtotal object - 04	(12,000.00)		(12,000.00)	(10,328.21)	(3,140.81)		86.068	(1,671.79)
640-4905-50-00	Equity Fee	(200,000.00)		(200,000.00)	(159,500.00)	(33,500.00)		79.75	(40,500.00)
	Subtotal object - 04	(200,000.00)		(200,000.00)	(159,500.00)	(33,500.00)		79.75	(40,500.00)
Program number:	DEFAULT PROGRAM	(1,062,000.00)		(1,062,000.00)	(1,250,312.21)	(304,531.81)		117.732	188,312.21
Department number: 50	IMPACT FEES	(1,062,000.00)		(1,062,000.00)	(1,250,312.21)	(304,531.81)		117.732	188,312.21
	Revenue Subtotal - - - - - -	(1,062,000.00)		(1,062,000.00)	(1,250,312.21)	(304,531.81)		117.732	188,312.21
640-5410-50-00-2013-WW	Doe Branch Int Design	500,000.00	(500,000.00)					0	
640-5410-50-00-2103-WW	Doe Branch Parallel Int Design		500,000.00	500,000.00				0	500,000.00
640-5489-50-00-8001-DV	Dev Agrmt TVG Westside Util	250,000.00		250,000.00				0	250,000.00
640-5489-50-00-8002-DV	Dev Agrmt Propser Partners	200,000.00		200,000.00				0	200,000.00
640-5489-50-00-8004-DV	Dev Agrmt Frontier Estates	50,000.00		50,000.00				0	50,000.00
640-5489-50-00-8005-DV	Dev Agrmnt LaCima	50,000.00		50,000.00				0	50,000.00
640-5489-50-00-8008-DV	Dev Agrmnt Brookhollow	25,000.00		25,000.00				0	25,000.00
640-5489-50-00-8012-DV	Dev Agrmnt TVG Windsong	200,000.00		200,000.00				0	200,000.00
640-5489-50-00-8013-DV	Dev Agrmnt All Storage	15,000.00		15,000.00				0	15,000.00
640-5489-50-00-8014-DV	Dev Agrmnt Legacy Garden	100,000.00		100,000.00				0	100,000.00
	Subtotal object - 05	1,390,000.00		1,390,000.00				0	1,390,000.00
640-6610-50-00-2013-WW	Doe Branch Int Constr	1,000,000.00	(1,000,000.00)					0	
640-6610-50-00-2103-WW	Doe Branch Parallel Int Constr		1,000,000.00	1,000,000.00				0	1,000,000.00
	Subtotal object - 06	1,000,000.00		1,000,000.00				0	1,000,000.00
Program number:	**DEFAULT PROGRAM**	**2,390,000.00**		**2,390,000.00**				**0**	**2,390,000.00**
Department number: 50	**IMPACT FEES**	**2,390,000.00**		**2,390,000.00**				**0**	**2,390,000.00**
	Expense Subtotal - - - - - -	**2,390,000.00**		**2,390,000.00**				**0**	**2,390,000.00**
Fund number: 640	**WASTEWATER IMPACT FEES**	**1,328,000.00**		**1,328,000.00**	**(1,250,312.21)**	**(304,531.81)**		**-94.15**	**2,578,312.21**
Fund number: 660	**E THOROUGHFARE IMPACT FEES**								
660-4040-50-00	East Thoroughfare Impact Fees	(1,000,000.00)		(1,000,000.00)	(706,805.00)	(207,090.00)		70.681	(293,195.00)
	Subtotal object - 04	(1,000,000.00)		(1,000,000.00)	(706,805.00)	(207,090.00)		70.681	(293,195.00)
660-4610-50-00	Interest	(8,000.00)		(8,000.00)	(7,225.46)	(2,119.43)		90.318	(774.54)
	Subtotal object - 04	(8,000.00)		(8,000.00)	(7,225.46)	(2,119.43)		90.318	(774.54)
Program number:	DEFAULT PROGRAM	(1,008,000.00)		(1,008,000.00)	(714,030.46)	(209,209.43)		70.836	(293,969.54)
Department number: 50	IMPACT FEES	(1,008,000.00)		(1,008,000.00)	(714,030.46)	(209,209.43)		70.836	(293,969.54)
	Revenue Subtotal - - - - - -	(1,008,000.00)		(1,008,000.00)	(714,030.46)	(209,209.43)		70.836	(293,969.54)
660-5489-50-00-1938-DV	Reimb FM1461 (SH289-CR165)		175,000.00	175,000.00	77,073.50	77,073.50		44.042	97,926.50
660-5489-50-00-8015-DV	Dev Agrmnt Tanners Mill	300,000.00		300,000.00				0	300,000.00
	Subtotal object - 05	300,000.00	175,000.00	475,000.00	77,073.50	77,073.50		16.226	397,926.50
660-6610-50-00-1710-ST	Coit Road (First - Frontier)		364,754.50	364,754.50			364,754.50	0	
660-6610-50-00-1938-ST	FM 1461 (SH289-CR 165)	175,000.00	(175,000.00)					0	
660-6610-50-00-2005-TR	Traffic Signal-Coit & Richland	298,196.35	111,121.65	409,318.00	104,371.65		351,507.65	25.499	(46,561.30)
660-6610-50-00-2018-PK	Coleman Med Lndsc (Talon-Vict)	350,000.00		350,000.00			29,975.00	0	320,025.00
	Subtotal object - 06	823,196.35	300,876.15	1,124,072.50	104,371.65		746,237.15	9.285	273,463.70
Program number:	**DEFAULT PROGRAM**	**1,123,196.35**	**475,876.15**	**1,599,072.50**	**181,445.15**	**77,073.50**	**746,237.15**	**11.347**	**671,390.20**
Department number: 50	**IMPACT FEES**	**1,123,196.35**	**475,876.15**	**1,599,072.50**	**181,445.15**	**77,073.50**	**746,237.15**	**11.347**	**671,390.20**
	Expense Subtotal - - - - - -	**1,123,196.35**	**475,876.15**	**1,599,072.50**	**181,445.15**	**77,073.50**	**746,237.15**	**11.347**	**671,390.20**
Fund number: 660	**E THOROUGHFARE IMPACT FEES**	**115,196.35**	**475,876.15**	**591,072.50**	**(532,585.31)**	**(132,135.93)**	**746,237.15**	**-90.105**	**377,420.66**
Fund number: 670	**SPECIAL REVENUE-DONATIONS**								
670-4530-10-00	Police Donation Inc	(13,500.00)		(13,500.00)	(4,839.60)	(1,390.00)		35.849	(8,660.40)
670-4531-10-00	Fire Donations	(13,500.00)		(13,500.00)	(4,603.00)	(1,162.00)		34.096	(8,897.00)
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)	(9,849.56)	(2,552.00)		26.62	(27,150.44)
670-4610-10-00	Interest Income	(2,000.00)		(2,000.00)	(1,257.01)	(339.21)		62.851	(742.99)
	Subtotal object - 04	(2,000.00)		(2,000.00)	(1,257.01)	(339.21)		62.851	(742.99)
670-4761-10-00	Tree Mitigation Revenue				(10,300.00)			0	10,300.00

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 - 04				(10,300.00)			0	10,300.00
Program number:	DEFAULT PROGRAM	(39,000.00)		(39,000.00)	(21,406.57)	(2,891.21)		54.889	(17,593.43)
Department number: 10	ADMINISTRATION	(39,000.00)		(39,000.00)	(21,406.57)	(2,891.21)		54.889	(17,593.43)
	Revenue Subtotal - - - - - -	(39,000.00)		(39,000.00)	(21,406.57)	(2,891.21)		54.889	(17,593.43)
670-5201-10-00	LEOSE Expenditures				2,500.00			0	(2,500.00)
670-5205-10-00	Police Donation Exp	12,018.00		12,018.00				0	12,018.00
670-5206-10-00	Fire Dept Donation Exp	5,000.00	4,157.20	9,157.20	4,157.20	4,157.20	4,157.20	45.398	842.80
670-5208-10-00	Child Safety Expense	5,000.00		5,000.00				0	5,000.00
670-5212-10-00	Tree Mitigation Expense	200,000.00		200,000.00				0	200,000.00
670-5292-10-00	PD Seizure Expense	5,000.00		5,000.00	4,250.00	4,250.00		85	750.00
	Subtotal object - 05	227,018.00	4,157.20	231,175.20	10,907.20	8,407.20	4,157.20	4.718	216,110.80
Program number:	**DEFAULT PROGRAM**	**227,018.00**	**4,157.20**	**231,175.20**	**10,907.20**	**8,407.20**	**4,157.20**	**4.718**	**216,110.80**
Department number: 10	**ADMINISTRATION**	**227,018.00**	**4,157.20**	**231,175.20**	**10,907.20**	**8,407.20**	**4,157.20**	**4.718**	**216,110.80**
	Expense Subtotal - - - - - -	**227,018.00**	**4,157.20**	**231,175.20**	**10,907.20**	**8,407.20**	**4,157.20**	**4.718**	**216,110.80**
Fund number: 670	**SPECIAL REVENUE-DONATIONS**	**188,018.00**	**4,157.20**	**192,175.20**	**(10,499.37)**	**5,515.99**	**4,157.20**	**-5.463**	**198,517.37**
Fund number: 675	**CARES ACT FUND**								
675-4510-10-00-2019-EM	Grants - Collin County		(662,567.23)	(662,567.23)	(1,419,368.67)			214.223	756,801.44
	Subtotal object - 04		(662,567.23)	(662,567.23)	(1,419,368.67)			214.223	756,801.44
675-4610-10-00	Interest Income				2,207.08			0	(2,207.08)
675-4610-10-00-2019-EM	Interest Income-Collin County				(1,524.93)			0	1,524.93
675-4610-10-00-2022-EM	Interest Income-Denton County				(71.12)			0	71.12
	Subtotal object - 04				611.03			0	(611.03)
675-4810-10-00	Unrealized Gain				(315.99)			0	315.99
	Subtotal object - 04				(315.99)			0	315.99
Program number:	DEFAULT		(662,567.23)	(662,567.23)	(1,419,073.63)			214.178	756,506.40
Department number: 10	ADMINISTRATION		(662,567.23)	(662,567.23)	(1,419,073.63)			214.178	756,506.40
	Revenue Subtotal - - - - - -		(662,567.23)	(662,567.23)	(1,419,073.63)			214.178	756,506.40
675-5110-10-00-2019-EM	Salaries & Wages - Collin Cnty		662,567.23	662,567.23	494,632.70			74.654	167,934.53
675-5115-10-00-2019-EM	Salaries - Overtime				78,304.52			0	(78,304.52)
675-5145-10-00-2019-EM	Soc Sec Exp - Collin Cnty				29,880.93			0	(29,880.93)
675-5150-10-00-2019-EM	Medicare Exp - Collin Cnty				7,365.17			0	(7,365.17)
675-5160-10-00-2019-EM	Health Insurance				40,811.78			0	(40,811.78)
675-5165-10-00-2019-EM	Dental Insurance				2,131.52			0	(2,131.52)
675-5170-10-00-2019-EM	Life Insurance/AD&D				1,767.19			0	(1,767.19)
675-5175-10-00-2019-EM	Liability (TML) Workers' Comp				11,948.35			0	(11,948.35)
675-5180-10-00-2019-EM	TMRS Exp - Collin Cnty				70,487.51			0	(70,487.51)
675-5185-10-00-2019-EM	Long Term Disability				761.62			0	(761.62)
	Subtotal object - 05		662,567.23	662,567.23	738,091.29			111.399	(75,524.06)
675-5212-10-00-2022-EM	Building Supplies-Denton Cnty				366.78			0	(366.78)
675-5220-10-00-2019-EM	Office Equipment-Collin County		53,627.63	53,627.63	73,234.90		53,627.63	136.562	(73,234.90)
675-5220-10-00-2022-EM	Office Equipment-Denton County				(434.79)			0	434.79
675-5225-10-00-2019-EM	Computer Hardware-Collin Cnty				41,562.79			0	(41,562.79)
	Subtotal object - 05		53,627.63	53,627.63	114,729.68		53,627.63	213.938	(114,729.68)
675-5418-10-00-2019-EM	IT Fees-Collin Cnty		33,720.00	33,720.00	16,545.00		33,720.00	49.066	(16,545.00)
675-5418-10-00-2022-EM	IT Fees-Denton Cnty				124.97			0	(124.97)
675-5480-10-00-2019-EM	Contracted Services-Collin Cty				4,675.58			0	(4,675.58)
	Subtotal object - 05		33,720.00	33,720.00	21,345.55		33,720.00	63.302	(21,345.55)
675-5630-10-00-2019-EM	Safety Equipment-Collin Cnty				6,541.19			0	(6,541.19)
675-5630-10-00-2022-EM	Safety Equipment-Denton Cnty				(4,715.58)			0	4,715.58
675-5630-10-00-2023-EM	Safety Equiipment - HHS CARES				(95.07)			0	95.07
	Subtotal object - 05				1,730.54			0	(1,730.54)
675-6110-10-00-2019-EM	Capital Expenditure-CollinCnty		538,116.58	538,116.58	544,418.97		518,065.27	101.171	(524,367.66)
	Subtotal object - 06		538,116.58	538,116.58	544,418.97		518,065.27	101.171	(524,367.66)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Program number:	**DEFAULT**		**1,288,031.44**	**1,288,031.44**	**1,420,316.03**		**605,412.90**	**110.27**	**(737,697.49)**
Department number: 10	**ADMINISTRATION**		**1,288,031.44**	**1,288,031.44**	**1,420,316.03**		**605,412.90**	**110.27**	**(737,697.49)**
	Expense Subtotal - - - - - -		**1,288,031.44**	**1,288,031.44**	**1,420,316.03**		**605,412.90**	**110.27**	**(737,697.49)**
Fund number: 675	**CARES ACT FUND**		**625,464.21**	**625,464.21**	**1,242.40**		**605,412.90**	**0.199**	**18,808.91**
Fund number: 680	**W THOROUGHFARE IMPACT FEES**								
680-4041-50-00	W Thoroughfare Impact Fees	(2,500,000.00)		(2,500,000.00)	(1,875,222.25)	(398,503.00)		75.009	(624,777.75)
	Subtotal object - 04	(2,500,000.00)		(2,500,000.00)	(1,875,222.25)	(398,503.00)		75.009	(624,777.75)
680-4610-50-00	Interest	(10,000.00)		(10,000.00)	(12,716.41)	(3,658.80)		127.164	2,716.41
	Subtotal object - 04	(10,000.00)		(10,000.00)	(12,716.41)	(3,658.80)		127.164	2,716.41
Program number:	DEFAULT PROGRAM	(2,510,000.00)		(2,510,000.00)	(1,887,938.66)	(402,161.80)		75.217	(622,061.34)
Department number: 50	IMPACT FEES	(2,510,000.00)		(2,510,000.00)	(1,887,938.66)	(402,161.80)		75.217	(622,061.34)
	Revenue Subtotal - - - - - -	(2,510,000.00)		(2,510,000.00)	(1,887,938.66)	(402,161.80)		75.217	(622,061.34)
680-5410-50-00-2013-ST	Prof. Svcs Teel 380 Inter Imp		54,017.08	54,017.08	17,872.47	6,011.90	48,005.18	33.087	(11,860.57)
680-5489-50-00-8006-DV	Development Agrmnt Parks/Legac	300,000.00		300,000.00				0	300,000.00
680-5489-50-00-8011-DV	Dev Agrment Star Trail	1,000,000.00		1,000,000.00				0	1,000,000.00
680-5489-50-00-8012-DV	Dev Agrmnt Tellus Windsong	1,250,000.00		1,250,000.00				0	1,250,000.00
680-5489-50-00-8014-DV	Dev Agrmnt Legacy Garden	75,000.00		75,000.00				0	75,000.00
	Subtotal object - 05	2,625,000.00	54,017.08	2,679,017.08	17,872.47	6,011.90	48,005.18	0.667	2,613,139.43
680-6610-50-00-1708-ST	Cook Lane (First - End)	70,480.50	8,457.92	78,938.42	2,520.00	2,520.00	21,737.92	3.192	54,680.50
680-6610-50-00-1928-TR	Traffic Signal (Fishtrap/Teel)	2,181.69	40,820.00	43,001.69	20,000.00			46.51	23,001.69
680-6610-50-00-2004-TR	Traffic Signal (Fishtrap/Gee)	205,658.00	50,890.00	256,548.00	45,565.00		208,504.00	17.761	2,479.00
680-6610-50-00-2013-ST	Teel - 380 Intersection Imp	275,000.00		275,000.00				0	275,000.00
680-6610-50-00-2101-TR	Traffic Sgnl(Fishtrap/Artesia)	237,500.00		237,500.00				0	237,500.00
	Subtotal object - 06	790,820.19	100,167.92	890,988.11	68,085.00	2,520.00	230,241.92	7.642	592,661.19
Program number:	**DEFAULT PROGRAM**	**3,415,820.19**	**154,185.00**	**3,570,005.19**	**85,957.47**	**8,531.90**	**278,247.10**	**2.408**	**3,205,800.62**
Department number: 50	**IMPACT FEES**	**3,415,820.19**	**154,185.00**	**3,570,005.19**	**85,957.47**	**8,531.90**	**278,247.10**	**2.408**	**3,205,800.62**
	Expense Subtotal - - - - - -	**3,415,820.19**	**154,185.00**	**3,570,005.19**	**85,957.47**	**8,531.90**	**278,247.10**	**2.408**	**3,205,800.62**
Fund number: 680	**W THOROUGHFARE IMPACT FEES**	**905,820.19**	**154,185.00**	**1,060,005.19**	**(1,801,981.19)**	**(393,629.90)**	**278,247.10**		**2,583,739.28**
Fund number: 730	**EMPLOYEE HEALTH/INSURANCE FUND**								
730-4530-10-00	Employee Health Contributions	(597,690.00)		(597,690.00)	(202,649.69)	(51,677.34)		33.905	(395,040.31)
730-4531-10-00	Employee Dental Contributions	(106,616.00)		(106,616.00)	(35,005.66)	(8,853.38)		32.833	(71,610.34)
730-4535-10-00	Employer Health Contributions	(2,431,257.00)		(2,431,257.00)	(887,488.74)	(379,591.24)		36.503	(1,543,768.26)
730-4536-10-00	Employer Dental Contributions	(99,546.00)		(99,546.00)	(31,977.45)	(7,986.52)		32.123	(67,568.55)
730-4537-10-00	Employer HSA Contributions	(191,100.00)		(191,100.00)				0	(191,100.00)
730-4545-10-00	Stop Loss Reimbursement				(168,520.71)	(168,520.71)		0	168,520.71
	Subtotal object - 04	(3,426,209.00)		(3,426,209.00)	(1,325,642.25)	(616,629.19)		38.691	(2,100,566.75)
730-4610-10-00	Interest Income	(7,000.00)		(7,000.00)	(2,433.96)	(536.40)		34.771	(4,566.04)
	Subtotal object - 04	(7,000.00)		(7,000.00)	(2,433.96)	(536.40)		34.771	(4,566.04)
Program number:	DEFAULT PROGRAM	(3,433,209.00)		(3,433,209.00)	(1,328,076.21)	(617,165.59)		38.683	(2,105,132.79)
Department number: 10	ADMINISTRATION	(3,433,209.00)		(3,433,209.00)	(1,328,076.21)	(617,165.59)		38.683	(2,105,132.79)
	Revenue Subtotal - - - - - -	(3,433,209.00)		(3,433,209.00)	(1,328,076.21)	(617,165.59)		38.683	(2,105,132.79)
730-5160-10-00	Health Insurance	2,857,398.00		2,857,398.00	1,102,432.08	279,874.05		38.582	1,754,965.92
730-5161-10-00	PCORI Fees	990.00		990.00				0	990.00
730-5162-10-00	HSA Expense	191,100.00		191,100.00	204,846.36	201,941.90		107.193	(13,746.36)
730-5165-10-00	Dental Insurance	214,430.00		214,430.00	84,349.13	34,332.43		39.336	130,080.87
730-5170-10-00	Life Insurance/AD&D	43,200.00		43,200.00	14,580.20	7,415.00		33.75	28,619.80
730-5185-10-00	Long/Short Term Disability	32,400.00		32,400.00	11,514.06	6,038.05		35.537	20,885.94
	Subtotal object - 05	3,339,518.00		3,339,518.00	1,417,721.83	529,601.43		42.453	1,921,796.17
730-5410-10-00	Professional Services	23,500.00		23,500.00	9,434.00			40.145	14,066.00
730-5480-10-00	Contract Services	46,793.00		46,793.00	8,061.56	2,914.62		17.228	38,731.44
	Subtotal object - 05	70,293.00		70,293.00	17,495.56	2,914.62		24.889	52,797.44
730-5600-10-00	Special Events	12,000.00		12,000.00				0	12,000.00
	Subtotal object - 05	12,000.00		12,000.00				0	12,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Program number:	**DEFAULT PROGRAM**	**3,421,811.00**		**3,421,811.00**	**1,435,217.39**	**532,516.05**		**41.943**	**1,986,593.61**
Department number: 10	**ADMINISTRATION**	**3,421,811.00**		**3,421,811.00**	**1,435,217.39**	**532,516.05**		**41.943**	**1,986,593.61**
	Expense Subtotal - - - - - -	**3,421,811.00**		**3,421,811.00**	**1,435,217.39**	**532,516.05**		**41.943**	**1,986,593.61**
Fund number: 730	**EMPLOYEE HEALTH/INSURANCE FUND**	**(11,398.00)**		**(11,398.00)**	**107,141.18**	**(84,649.54)**			**(118,539.18)**
Fund number: 750	**CAPITAL PROJECTS**								
750-4610-10-00	Interest Income				(8,900.84)	(5,449.70)		0	8,900.84
750-4618-10-00	Interest TXDOT Contributions				(18.31)	(3.45)		0	18.31
	Subtotal object - 04				(8,919.15)	(5,453.15)		0	8,919.15
750-4930-10-00	Insurance Proceeds				(79,338.14)			0	79,338.14
750-4995-10-00	Transfer In		(2,080,000.00)	(2,080,000.00)	(2,365,938.07)	(2,080,000.00)		113.747	285,938.07
750-4997-10-00	Transfers In - Bond Funds				(13,906,920.40)	(2,180,721.74)		0	13,906,920.40
750-4999-10-00	Bond Proceeds	(9,000,000.00)		(9,000,000.00)				0	(9,000,000.00)
	Subtotal object - 04	(9,000,000.00)	(2,080,000.00)	(11,080,000.00)	(16,352,196.61)	(4,260,721.74)		147.583	5,272,196.61
Program number:	DEFAULT PROGRAM	(9,000,000.00)	(2,080,000.00)	(11,080,000.00)	(16,361,115.76)	(4,266,174.89)		147.663	5,281,115.76
Department number: 10	CAPITAL PROJECTS	(9,000,000.00)	(2,080,000.00)	(11,080,000.00)	(16,361,115.76)	(4,266,174.89)		147.663	5,281,115.76
	Revenue Subtotal - - - - - -	(9,000,000.00)	(2,080,000.00)	(11,080,000.00)	(16,361,115.76)	(4,266,174.89)		147.663	5,281,115.76
750-5405-10-00-1512-ST	Land Acq Svcs First St				2,000.00			0	(2,000.00)
750-5405-10-00-1823-ST	Victory Way Acq Svcs				10.86			0	(10.86)
750-5410-10-00-1512-ST	Prof Svcs First St (DNT-Clmn)		545,007.20	545,007.20	85,108.78	56,835.79	488,171.41	15.616	(28,272.99)
750-5410-10-00-1813-PK	US380 Median Design	1,550.00	14,350.00	15,900.00			14,350.00	0	1,550.00
750-5410-10-00-1823-ST	Victory Way (Coleman-Frontier)		8,887.14	8,887.14			8,887.14	0	
750-5410-10-00-1824-ST	Fishtrap - Teel Int Improve	87,813.75	4,564.33	92,378.08			4,564.33	0	87,813.75
750-5410-10-00-1904-FC	PS Facility Development Costs	497,922.04		497,922.04				0	497,922.04
750-5410-10-00-1922-PK	Prof Svcs. Downtown Monument		75,000.00	75,000.00	45,125.00	34,875.00	20,875.00	60.167	9,000.00
750-5410-10-00-1923-ST	Fishtrap Section 1 & 4		67,200.00	67,200.00	21,850.00	3,450.00	63,750.00	32.515	(18,400.00)
750-5410-10-00-1928-TR	Traffic Signal Fishtrap/Teel		6,472.00	6,472.00	3,400.00		6,472.00	52.534	(3,400.00)
750-5410-10-00-2012-ST	Fishtrap (Elem-DNT) 4 Lanes		479,815.00	479,815.00	90,257.75	31,497.75	448,317.25	18.811	(58,760.00)
750-5410-10-00-2014-ST	First St (Coit-Custer) 4 Lns		577,775.00	577,775.00	279,925.00	106,500.00	427,625.00	48.449	(129,775.00)
750-5410-10-00-2015-PK	Pecan Grove Phase II	16,060.00	43,150.00	59,210.00	1,140.00	1,140.00	42,010.00	1.925	16,060.00
750-5410-10-00-2108-PK	Tanner's Mill Phase 2 Design		200,000.00	200,000.00				0	200,000.00
750-5410-10-00-2109-FC	Dsgn PS Comp Ph2(Central Fire)		1,600,000.00	1,600,000.00				0	1,600,000.00
750-5430-10-00-1307-ST	Legal Fees-Fr Pkwy BNSF Ovrpss				456.00			0	(456.00)
750-5430-10-00-1721-ST	Acacia Parkway Legal Fees		100,000.00	100,000.00	38,609.85	9,434.90		38.61	61,390.15
750-5435-10-00-2017-ST	Legal Filings - Fishtrap Seg 4				54.00			0	(54.00)
	Subtotal object - 05	603,345.79	3,722,220.67	4,325,566.46	567,937.24	243,733.44	1,525,022.13	13.13	2,232,607.09
750-6160-10-00-2105-EQ	Quint Fire Engine		1,350,000.00	1,350,000.00				0	1,350,000.00
750-6160-10-00-2106-EQ	Ambulance		460,000.00	460,000.00				0	460,000.00
	Subtotal object - 06		1,810,000.00	1,810,000.00				0	1,810,000.00
750-6410-10-00-2008-ST	Land Acq ROW-PrsprTrl Coit-Cus				63.51			0	(63.51)
750-6410-10-00-2012-ST	Fishtrap (Elem/DNT) Land		1,700,000.00	1,700,000.00				0	1,700,000.00
750-6410-10-00-2014-ST	First St (Coit-Custer) Land		800,000.00	800,000.00				0	800,000.00
	Subtotal object - 06		2,500,000.00	2,500,000.00	63.51			0.003	2,499,936.49
750-6610-10-00-1307-ST	Frontier Pkwy BNSF Overpass	5,750,000.00		5,750,000.00	5,205,476.00			90.53	544,524.00
750-6610-10-00-1507-ST	West Prosper Rd Improvements		7,155.00	7,155.00			209,763.42	0	(202,608.42)
750-6610-10-00-1511-ST	Prosper Trail (Kroger to Coit)		100,252.35	100,252.35	7,265.63		100,252.35	7.247	(7,265.63)
750-6610-10-00-1708-ST	Cook Lane (First-End)	1,779,855.62		1,779,855.62	448,353.00	338,706.00	1,087,697.00	25.19	243,805.62
750-6610-10-00-1713-FC	Public Safety Complex, Ph 1		163,285.00	163,285.00	2,334.00		1,079,905.02	1.429	(918,954.02)
750-6610-10-00-1801-PK	Whitley Place H&B Trail Extens		2,125.00	2,125.00	503.99		2,125.00	23.717	(503.99)
750-6610-10-00-1818-PK	Turf Irrigation SH289	19,065.07	48,934.93	68,000.00	48,934.93		48,934.93	71.963	(29,869.86)
750-6610-10-00-1819-ST	Coleman Street (At Prosper HS)	90,000.00	(90,000.00)					0	
750-6610-10-00-1823-ST	Victory Way (Coleman-Frontier)	235,413.75	1,057,433.66	1,292,847.41	682,885.90		1,021,503.36	52.82	(411,541.85)
750-6610-10-00-1824-ST	Fishtrap-Teel Intersection Imp		5,825.55	5,825.55	5,826.55	5,826.55		100.017	(1.00)
750-6610-10-00-1827-TR	US 380 Median Lighting	18,947.50	291,558.68	310,506.18			291,558.68	0	18,947.50

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
750-6610-10-00-1830-ST	Prosper Trl (DNT Intersection)	2,000,000.00		2,000,000.00	102,856.71	102,856.71	1,921,819.41	5.143	(24,676.12)
750-6610-10-00-1905-FC	PS Facility-Construction	202,134.00	287,200.52	489,334.52	259,646.38		287,200.52	53.061	(57,512.38)
750-6610-10-00-1906-FC	Public Safety Complex FFE		284,519.25	284,519.25	289,196.33	1,733.99	311,466.15	101.644	(316,143.23)
750-6610-10-00-1909-TR	Traffic Signal (Coit & First)		19,500.00	19,500.00			19,500.00	0	
750-6610-10-00-1922-PK	Downtown Monument		377,500.00	377,500.00				0	377,500.00
750-6610-10-00-1926-PK	Whitley Place H&B Trail Extens	264,275.00	4,725.00	269,000.00	2,708.40		4,725.00	1.007	261,566.60
750-6610-10-00-1928-TR	Fishtrap/Teel Traffic Signal		3,365.00	3,365.00			3,365.00	0	
750-6610-10-00-1929-ST	BNSF Quiet Zone First/Fifth	145,000.00		145,000.00	10,131.70			6.987	134,868.30
750-6610-10-00-1932-ST	Coit Road and US 380	3,948.10	22,049.11	25,997.21			49,999.29	0	(24,002.08)
750-6610-10-00-2008-ST	Prosper Trl(Coit-Custer) 2Lns	763,668.95	5,246,879.08	6,010,548.03	1,111,219.72	397,494.44	4,849,384.64	18.488	49,943.67
750-6610-10-00-2012-ST	Fishtrap (Elem/DNT) 4 Lanes		17,300,000.00	17,300,000.00				0	17,300,000.00
750-6610-10-00-2017-ST	Fishtrap, Seg 4 (Middle-Elem)	2,750,000.00		2,750,000.00				0	2,750,000.00
750-6610-10-00-2102-FC	Westside Radio Tower	500,000.00		500,000.00	500,000.00			100	
750-6610-10-00-2107-PK	Lakewood Preserve Phase 2		2,000,000.00	2,000,000.00				0	2,000,000.00
750-6610-10-00-2109-FC	Cons PS Comp Ph2(Central Fire)		16,400,000.00	16,400,000.00				0	16,400,000.00
	Subtotal object - 06	14,522,307.99	43,532,308.13	58,054,616.12	8,677,339.24	846,617.69	11,289,199.77	14.947	38,088,077.11
750-7100-10-00	Operating Transfer Out				392,216.90	392,216.90		0	(392,216.90)
	Subtotal object - 07				392,216.90	392,216.90		0	(392,216.90)
Program number:	**DEFAULT PROGRAM**	**15,125,653.78**	**51,564,528.80**	**66,690,182.58**	**9,637,556.89**	**1,482,568.03**	**12,814,221.90**	**14.451**	**44,238,403.79**
Department number: 10	**CAPITAL PROJECTS**	**15,125,653.78**	**51,564,528.80**	**66,690,182.58**	**9,637,556.89**	**1,482,568.03**	**12,814,221.90**	**14.451**	**44,238,403.79**
	Expense Subtotal - - - - - -	**15,125,653.78**	**51,564,528.80**	**66,690,182.58**	**9,637,556.89**	**1,482,568.03**	**12,814,221.90**	**14.451**	**44,238,403.79**
Fund number: 750	**CAPITAL PROJECTS**	**6,125,653.78**	**49,484,528.80**	**55,610,182.58**	**(6,723,558.87)**	**(2,783,606.86)**	**12,814,221.90**	**-12.091**	**49,519,519.55**
Fund number: 760	**CAPITAL PROJECTS - WATER/SEWER**								
760-4610-10-00	Interest Income				(13,665.39)	(3,578.71)		0	13,665.39
	Subtotal object - 04				(13,665.39)	(3,578.71)		0	13,665.39
760-4997-10-00	Transfers In - Bond Funds				(1,487,390.67)	(564,392.82)		0	1,487,390.67
760-4999-10-00	Bond Proceeds	(1,000,000.00)		(1,000,000.00)				0	(1,000,000.00)
	Subtotal object - 04	(1,000,000.00)		(1,000,000.00)	(1,487,390.67)	(564,392.82)		148.739	487,390.67
Program number:	DEFAULT PROGRAM	(1,000,000.00)		(1,000,000.00)	(1,501,056.06)	(567,971.53)		150.106	501,056.06
Department number: 10	CAPITAL PROJECTS-W/S	(1,000,000.00)		(1,000,000.00)	(1,501,056.06)	(567,971.53)		150.106	501,056.06
	Revenue Subtotal - - - - - -	(1,000,000.00)		(1,000,000.00)	(1,501,056.06)	(567,971.53)		150.106	501,056.06
760-5405-10-00-1613-DR	Land Acq Svcs Old Town Drng				500.00			0	(500.00)
760-5435-10-00-1613-DR	Legal Notices Church/Parvin				108.00			0	(108.00)
	Subtotal object - 05				608.00			0	(608.00)
760-6410-10-00-2024-DR	Land Acq Old Town Reg. Pond #2	385,000.00		385,000.00				0	385,000.00
	Subtotal object - 06	385,000.00		385,000.00				0	385,000.00
760-6610-10-00-1501-WA	Lower Pressure Pln 42" Trns Ln		526,676.39	526,676.39	5,609.72	2,409.41	524,266.98	1.065	(3,200.31)
760-6610-10-00-1613-DR	Old Town Drainage-Church/Parvi	307,717.60	328,242.48	635,960.08	21,527.38		328,242.48	3.385	286,190.22
760-6610-10-00-1614-DR	Coleman Rd Drainage	400,000.00		400,000.00				0	400,000.00
760-6610-10-00-1708-WA	EW Collector (Cook - DNT)	319,396.12		319,396.12			205,014.50	0	114,381.62
760-6610-10-00-1715-WA	Fishtrap Elevated Storage Tank	394,157.98	738,535.00	1,132,692.98	550,610.76	62,259.95	676,275.05	48.611	(94,192.83)
760-6610-10-00-1716-WA	Water Supply Line Phase I		2,208,718.73	2,208,718.73	11,300.00		2,208,718.73	0.512	(11,300.00)
760-6610-10-00-1718-DR	Old Town Regional Retention	1,761.00	350,356.00	352,117.00	222,650.00	81,420.00	268,936.00	63.232	(139,469.00)
760-6610-10-00-1902-WA	Custer Rd Meter Stat/WL Reloc		3,550,327.00	3,550,327.00	18,093.89	4,456.59	3,513,021.96	0.51	19,211.15
760-6610-10-00-1903-WW	Church/Parvin WW Reconstruct	7,300.40	100,000.00	107,300.40	3,604.62		10,905.02	3.359	92,790.76
760-6610-10-00-1930-WA	Broadway (Parvin-Craig)	150,000.00		150,000.00				0	150,000.00
	Subtotal object - 06	1,580,333.10	7,802,855.60	9,383,188.70	833,396.37	150,545.95	7,735,380.72	8.882	814,411.61
760-7100-10-00	Operating Transfer Out				766,027.10	766,027.10		0	(766,027.10)
	Subtotal object - 07				766,027.10	766,027.10		0	(766,027.10)
Program number:	**DEFAULT PROGRAM**	**1,965,333.10**	**7,802,855.60**	**9,768,188.70**	**1,600,031.47**	**916,573.05**	**7,735,380.72**	**16.38**	**432,776.51**
Department number: 10	**CAPITAL PROJECTS-W/S**	**1,965,333.10**	**7,802,855.60**	**9,768,188.70**	**1,600,031.47**	**916,573.05**	**7,735,380.72**	**16.38**	**432,776.51**
	Expense Subtotal - - - - - -	**1,965,333.10**	**7,802,855.60**	**9,768,188.70**	**1,600,031.47**	**916,573.05**	**7,735,380.72**	**16.38**	**432,776.51**
Fund number: 760	**CAPITAL PROJECTS - WATER/SEWER**	**965,333.10**	**7,802,855.60**	**8,768,188.70**	**98,975.41**	**348,601.52**	**7,735,380.72**	**1.129**	**933,832.57**

TOWN OF PROSPER

Prosper is a place where everyone matters.

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 – March 9, 2021**

Agenda Item:

Consider and act upon awarding CSP No. 2021-29-B to C. Green Scaping, LP, related to construction services for the Downtown Monument Sign (1922-PK); and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On February 4, 2021 at 2:00 PM, eight (8) Competitive Sealed Proposals (CSP) were received for the Downtown Monument Sign 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 $161,398.05 and $299,999.00. The Engineer's Estimate was $176,365.63. The proposed final completion times ranged from 70 calendar days to 150 calendar days. C. Green Scaping, LP, was the firm that ranked the highest after consideration of Costs, Time, and Qualifications, with a cost of $182,282.44, and project timeline of 70 calendar days.

C. Green Scaping, LP, costs include the construction of the monument, associated sidewalk pavement, seating wall, color changing lights, electrical, and other related improvements. This contract does not include the landscaping and irrigation. This portion will be completed by Brown and Griffin after the construction of the monument and associated improvements. C. Green

Scaping, LP, recently completed the construction of Gateway Monuments for the City of Arlington. Staff checked the references provided and received positive feedback.

Budget Impact:

The FY 2020-2021 Capital Improvement Program included a total budget of $270,000 in Escrowed Funds and General Funds for the Downtown Monument Sign Project. This agreement will be funded from the escrowed funds and general funds in account 750-6610-10-00-1922-PK.

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. Evaluation Matrix
2. Construction Agreement

Town Staff Recommendation:

Town staff recommends awarding CSP No. 2021-29-B to C. Green Scaping, LP, related to construction services for the Downtown Monument Sign (1922-PK); and authorizing the Town Manager to execute a construction agreement for same.

Proposed Motion:

I move to award CSP No. 2021-29-B to C. Green Scaping, LP, related to construction services for the Downtown Monument Sign (1922-PK); and authorize the Town Manager to execute a construction agreement for same.

CSP NO. 2021-29-B
PROSPER DOWNTOWN MONUMENT SIGN

EVALUATION MATRIX		308 CONSTRUCTION, LLC		A T CONSTRUCTION, LLC		AUTHERS BUILDING GROUP		C. GREEN SCAPING, LP		HQS CONSTRUCTION		NORTH ROCK CONSTRUCTION		PARKSCAPE CONSTRUCTION, INC.		RATLIFF HARDSCAPE, LTD	
EVALUATION CRITERIA	**WEIGHTING**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**
Qualifications and Experience	**30%**	7.61	2.28	7.28	2.18	8.42	2.53	9.22	2.77	7.33	2.20	9.06	2.72	8.31	2.49	8.36	2.51
Proposed Project Timeline	**20%**	4.67	0.93	10.00	2.00	5.38	1.08	10.00	2.00	5.83	1.17	7.78	1.56	5.83	1.17	7.78	1.56
Cost Proposal	**50%**	10.00	5.00	9.58	4.79	6.13	3.07	8.47	4.23	5.38	2.69	7.09	3.55	8.36	4.18	8.07	4.04
TOTAL	**100%**		**8.22**		**8.97**		**6.67**		**9.00**		**6.06**		**7.82**		**7.84**		**8.10**

CONSTRUCTION DOCUMENTS AND SPECIFICATIONS
FOR

PROSPER DOWNTOWN MONUMENT SIGN
CSP NO. 2021-29-B

TOWN OF PROSPER
COLLIN COUNTY, TEXAS

TOWN OFFICIALS

Ray Smith, Mayor
Jason Dixon, Place 6, Mayor Pro-Tem
Craig Andres, Place 2, 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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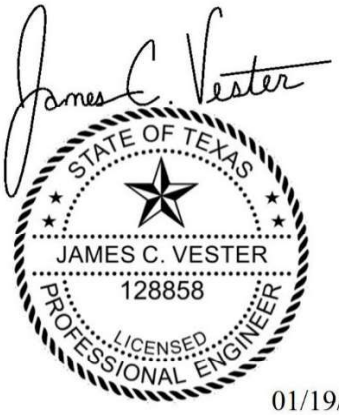
PROSPER DOWNTOWN MONUMENT SIGN
SEALS PAGE

LANDSCAPE ARCHITECT	STRUCTURAL ENGINEER
 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY LACY L. BROWN, R.L.A. #3540 ON 01-19-2020 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE LANDSCAPE ARCHITECT IS AN OFFENSE UNDER TITLE 22, TEXAS ADMINISTRATIVE CODE, CHAPTER 3 LANDSCAPE ARCHITECTS. THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF HALFF ASSOCIATES, INC., 14800 ST. MARY'S LANE, SUITE 160 HOUSTON, TEXAS 77079. TBPELS ENGINEERING FIRM #312	 01/19/2021
ELECTRICAL	

LEGAL NOTICE

The Town of Prosper is accepting competitive sealed proposals for **CSP NO. 2021-29-B PROSPER DOWNTOWN MONUMENT SIGN.** 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, FEBRUARY 4TH, 2021.** Any proposals received after this time will not be accepted, and will be returned unopened. **The proposal opening will be held online on THURSDAY, FEBRUARY 4TH, 2021 @ 3:00 P.M.** To participate in the proposal opening, please use the following:

Join Zoom Meeting:	https://us02web.zoom.us/j/84635416837
Meeting ID:	846 3541 6837
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 the Prosper Downtown Monument Sign and associated hardscape and landscape.

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 and Recreation 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 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. The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on FRIDAY, JANUARY 29TH, 2021.** 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, FEBRUARY 4TH, 2021.**

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. 2021-29-B PROSPER DOWNTOWN MONUMENT SIGN**. Proposer shall complete all requested information and submit all required documents.

5. Proposal Opening: **The proposal opening will be held online on THURSDAY, FEBRUARY 4TH, 2021 @ 3:00 P.M.** To participate in the proposal opening, please use the following:

Join Zoom Meeting:	https://us02web.zoom.us/j/84635416837
Meeting ID:	846 3541 6837
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 and Recreation 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. The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on FRIDAY, JANUARY 29TH, 2021**. 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.

CONSTRUCTION AGREEMENT

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

This Construction Agreement (the "Agreement") is made by and between **C. Green Scaping, LP,** 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. 2021-29-B
PROSPER DOWNTOWN MONUMENT SIGN

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 Eighty-Two Thousand Two Hundred Forty-Two dollars and Eighty-Eight cents ($182,242.88).** 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 **60** calendar days after the date of the Notice to Proceed for the base proposal. Within **10** 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. 2021-29-B PROSPER DOWNTOWN MONUMENT SIGN

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.*]

C. GREEN SCAPING, LP	TOWN OF PROSPER, TEXAS
By: _____	By: **HARLAN JEFFERSON**
Title: _____	Title: Town Manager
Date: _____	Date: _____
Address: 2401 Handley Ederville Rd. Fort Worth, TX 76118	Address: 250 W. First St. P.O. Box 307 Prosper, Texas 75078
Phone: (817) 577-9299 Email: _____	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 9th **day of** March **, 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. 2021-29-B
PROSPER DOWNTOWN MONUMENT SIGN

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**:
	_____ Company Name
By: _____ Signature	By: _____ Signature
_____ Typed/Printed Name	_____ Typed/Printed Name
_____ Title	_____ Title
_____ Address	_____ Address
_____ City State Zip	_____ City State Zip
_____ Phone Fax	_____ Phone Fax

[*Signatures continued on following page.*]

ATTEST:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SURETY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
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 9th **day of** March **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. 2021-29-B
PROSPER DOWNTOWN MONUMENT SIGN

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:

By: _____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

PRINCIPAL:

_____
Company Name

By: _____
Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

[*Signatures continued on following page.*]

ATTEST:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SURETY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
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.

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 9th **day of** March **, 2021**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2021-29-B
PROSPER DOWNTOWN MONUMENT SIGN

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**:
	_____ Company Name
By: _____ Signature	By: _____ Signature
_____ Typed/Printed Name	_____ Typed/Printed Name
_____ Title	_____ Title
_____ Address	_____ Address
_____ City State Zip	_____ City State Zip
_____ Phone Fax	_____ Phone Fax

[*Signatures continued on following page.*]

ATTEST:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SURETY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SPECIAL CONDITIONS

SC.01 **PURPOSE:** The Special Conditions contained herein set forth conditions or requirements particular to this Contract: **CSP NO. 2021-29-B PROSPER DOWNTOWN MONUMENT SIGN**

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:

- **LANDSCAPE ARCHITECT:** The Landscape Architect of Record as shown on the Construction Drawings: Kirk Wilson, Halff Associates

SC.03 **MINIMUM STANDARDS OF RESPONSBILITY:** 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 PROSPER DOWNTOWN MONUMENT SIGN.

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.

SC06 **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.07 **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.08 **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.09 **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.10 **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.
3rd 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

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SECTION 260501

ELECTRICAL SPECIFICATIONS

ES.01: GENERAL: Please reference the Construction Plans for all other technical specifications not contained herein.

ES.02: BASIC REQUIREMENTS:

A. General: Furnish and install all labor material, equipment, tools and services necessary to provide the complete and fully operational electrical systems diagrammatically represented on the plans and described in these specifications.

B. Provide the electrical service, power distribution, lighting and controls as shown on the drawings.

C. Code Compliance: Comply with all local, State, and National codes relating to public safety including the National Electrical Code, North Central Texas Council of Governments, City Ordinances and Standards and the utility company standards.

D. Permits: Secure and pay for all necessary permits, licenses and inspections required by law.

E. Site Investigation: Examine the site to determine conditions that will affect the work and include all work related to site conditions in the bid proposal.

F. Materials: All materials shall be new and shall bear the Underwriters Laboratories label where UL has a label for that particular type of equipment.

G. Workmanship: Perform the work with competent mechanics, skilled in their trades, timely placing all materials as the construction progresses.

H. Submittals: Submit manufacturer's product data on all material proposed for the project.

I. Trenching: Provide all excavation and backfill necessary for the installation of specified work. Conduit cover shall be minimum 18" and 24" under parking, drives and roadways in accordance with NEC Table 300-5. Service conductors that are not encased in concrete and that are buried eighteen inches or more below grade shall have their location identified by a warning ribbon that is placed in the trench at least twelve inches above the underground installation in accordance with NEC 300.5 D 3. All underground circuits shall have warning ribbon with trace wire.

J. Coordination: The electrical construction shall be coordinated with the work of other trades. Study the complete contract documents to determine the full scope of work and to identify work performed by other trades.

K. Substitution: Materials and products of manufacturers other than those specified require approval in writing. Submit shop drawings and product data for approval.

L. Handling: Handle electrical equipment, devices, and materials with care to prevent damage to finishes. Damaged equipment shall be replaced. Touch up paint shall be applied to scratches where approved by the Engineer/Architect.

M. Guarantee: The Contractor shall guarantee the construction to be free from defect of material and workmanship for a period of one year from the date of final acceptance. Replace or repair all defective material and workmanship without cost to the Owner.

ES.03: PRODUCTS:

3.1 GROUNDING

A. Ground the service entrance in accordance with NEC. Grounding electrodes shall be 5/8-inch diameter, 8 feet long steel rod with copper exterior. Bond the grounding electrode conductor to the ground rod with Cadweld thermal fusion connector.

B. Provide a grounding conductor in each feeder and branch circuit.

C. Ground each pole mounted lighting fixture according to base detail.

D. Ground bridge mounted fixtures to the bridge steel reinforcement.

3.2 RACEWAYS

A. Underground conduit shall be rigid nonmetallic PVC, Schedule 40 with PVC couplings of the solvent cement type to provide complete watertight joints. Conduit used for bores shall be PVC, Schedule 80. Conduit and couplings shall be UL listed and labeled for direct burial. Provide galvanized rigid steel 90-degree elbows and watertight connections between nonmetallic conduit and steel conduit.

B. Underground rigid steel conduit shall be plastic coated.

C. Before conductors are pulled into a conduit, thoroughly swab the conduit to remove foreign material and to permit the wire to be pulled into a clean, dry raceway.

D. Provide cast junction boxes, pull boxes or condulets as required to complete the raceway system.

E. Pull boxes (ground boxes) shall meet TxDOT standards and comply with standard TxDOT details.

3.3 CONDUCTORS

A. Provide conductors of stranded soft-drawn annealed copper, 98% conductivity new building wire, insulated in accordance with NEC. Conductors shall be rated 600-volts, XHHW and 60 degrees C. UL listed bolted pressure or spring connectors shall be properly sized for conductor sizes. All underground connections shall be made weather tight.

3.4 METER PEDESTAL

A. The pedestal shall be of NEMA Type 3R rainproof construction and shall be UL Listed as “Enclosed Industrial Control Equipment” (UL 508A). External construction shall comply with UL50 requirements and shall be of aluminum with RAL8008 paint. No fasteners except sealing screws shall be removable by external access. Hinges shall be stainless steel and of the continuous piano hinge type.

B. The pedestal mounting bolts shall not be externally accessible. The pedestal shall be offered with an optional base designed to be embedded in concrete in place of anchor bolts. Either pedestal mounting base or anchor bolt kit is required for installation.

C. The service pedestal must have three separate isolated sections for metering equipment, utility termination and customer equipment.

D. The metering section must be pad-lockable and sealable and have a hinged swing back hood with an integral hinged polycarbonate sealable window for access to demand meters. An external nameplate shall be permanently attached to the hood. A stainless steel handle shall be provided on the front exterior of the hood. Meter socket type shall meet the requirements of the serving utility.

E. The utility termination section must be pad-lockable and sealable and shall have a stainless steel handle provided on a lift-off cover. Sufficient clearance shall be provided for a 4-inch diameter conduit for utility cables entrance. Utility landing lugs shall be UL listed and shall accommodate #6 – 350 kcmil conductors.

F. The customer compartment door to be hinged on the left hand side. A stainless pad-lockable hasp provided to secure customer compartment. A door keeper provided to keep the door in an open position. A print pocket on the inside of the door shall hold all wiring schematics, circuit directories and instructions in a clear, weatherproof sleeve. Required UL labeling shall be located on the inside of the customer door. Distribution and control equipment shall be behind an internal dead-front door with a quarter-turn securing latch and be hinged to open more than 90 degrees. The dead-front door shall be hinged on the same side as the customer section door. All distribution and control equipment shall be factory wired using 600 volt wire sized to NEC and UL requirements.

G. The service pedestal shall include an electrical panel rated for operation at 22K minimum (AIC) amps interrupting capacity. The provided documentation shall list circuit breaker combinations and those to be used for de-rated operation for series ratings. Circuit breakers shall be permanently labeled with engraved name plates.

H. Panel shall be load center construction, dead-front safety type with NEMA 250, NEMA Type enclosure as required for the installation, UL listed for service equipment, main breaker, tin-plated copper bus, mechanical type main and neutral lugs, equipment ground bus, and molded case circuit breakers.

I. Circuit breakers shall be molded case, thermal magnetic type equipped with individually insulated, braced and protected connectors.

J. Panel and breakers shall have the minimum interrupting capacity that is standard for the equipment voltage.

K. Panel and breakers shall be manufactured by one of the following: Square D, GE, Siemens, or Cutler-Hammer.

L. Utility requirements for this equipment varies. Consult the serving utility for their requirements before ordering or installing this equipment.

3.5 CIRCUIT BREAKER

A. Circuit breakers shall be molded case, thermal magnetic type equipped with individually insulated, braced and protected connectors.

B. Breakers shall have the minimum interrupting capacity that is the same as panel.

C. Breakers shall be manufactured by the same manufacturer of the panel.

3.6 LIGHTING

A. Lighting fixtures shall be as defined on drawings complete with high-power-factor driver rated for 22 degrees F starting temperature and epoxy-encapsulated.

B. LED white color temperature shall be rated for 40,000 hours.

C. Mount fixture level, plumb, and square with finish grade and secure according to the manufacturer's written instructions.

D. Provide accessories, supports and concrete pads for mounting fixtures.

E. Coordinate fixture mounting on monument with structural construction.

F. Mount adjust and direct fixture as shown on drawings at night.

G. Fixtures shall be installed complete.

H. Coordinate monument lighting requirements with shop drawings and equipment supplier.

3.7 BOXES, ENCLOSURES, AND CABINETS

A. Subject to compliance with requirements, provide products described on plans.

B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

C. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

D. Device Box Dimensions: 4 inches by 2-1/8 inches by 2-1/8 inches deep at LED monument lights mounted behind lighting fixture.

E. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 3R with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

3.8 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

A. General Requirements for Handholes and Boxes:

1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.

1. Subject to compliance with requirements, provide product indicated on Drawings or comparable product.
2. Standard: Comply with SCTE 77.
3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
6. Cover Legend: Molded lettering, "ELECTRIC."
7. Retain "Conduit Entrance Provisions" Subparagraph below if conduit enters enclosure through the side. Otherwise, entry is made through an open bottom or through side openings cut in the field, as specified in "Installation of Underground Handholes and Boxes" Article. Coordinate with Drawings.
8. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
9. Handholes 24 Inches Wide by 24 Inches Long and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

3.9 LIGHTING CONTROL DEVICES

A. Photoelectric Relay: Shall be solid-state single-pole, double-throw dry contacts rated to operate the branch circuit voltage. Light-level monitor range shall be 0 to 3500 fc with an adjustment for turn-on and turn-off levels. Time delay shall prevent false operation. Weatherproof enclosure UL labeled for exterior use in wet locations. Tork model #2107 or approved equal.

3.10 RACEWAY AND CONDUCTOR IDENTIFICATION

A. Maker Tapes: Vinyl or vinyl-cloth, self adhesive wraparound type, with circuit identification legend machined printed and laminated with clear, weather and chemical-resistant coating.

ES.04: EXECUTION:

1.1 TESTING

A. All equipment and systems shall be tested and demonstrated to operate in accordance with the specifications and drawings.

B. Test all wiring and devices as sections of construction are completed and replace any defective equipment, materials or installation.

C. Provide all equipment and properly calibrated instruments necessary to test the electrical system for shorts and grounds. Megger all wiring for shorts between conductors and for grounded and open circuits. Faulty wiring shall be removed and replaced.

END OF SECTION 260501

SECTION 321313

CONCRETE PAVEMENT

PART 1 - GENERAL

1.0 The General Conditions, Special Provisions and applicable requirements of Division 1 - General Requirements are hereby made a part of this section.

1.1 SCOPE

This work consists of street pavement, sidewalk, curb and gutter or rip rap slope pavement composed of Portland Cement Concrete with or without reinforcement, constructed on subgrade or base courses prepared in accordance with these specifications and to the lines, grades, thicknesses and typical cross-sections shown on the plans. Reinforcement, when required, will be subsidiary to the specified Concrete Pavement.

1.2 Submittals shall be in accordance with Section 013300, "Submittal Procedure", and shall include:

A. Manufacturer's Literature: Descriptive data of installation methods and procedures.
B. Certificates: Manufacturer's certification that materials meet specification requirements.

PART 2 - PRODUCTS

2.0 Portland cement concrete shall conform to the requirements of "Section 321313 – Concrete Pavement" for each type and strength indicated in the plans.

2.1 JOINT FILLER AND SEALER

Joint sealants and expansion joint filler materials shall conform to "TX DOT Item #433, JOINT SEALANTS & FILLERS" in the 1993 edition of TXDOT Standard Specifications for Construction of Highways, Streets and Bridges.

2.2 STEEL REINFORCEMENT

Reinforcing bars shall conform to the requirements of AASHTO M31 or M53, Grade 60. Fabricated bar mats may be used if they conform to the requirements of AASHTO M54.

2.3 DOWELS AND TIE BARS

Dowels and tie bars shall conform to the requirements of AASHTO M31 or M53, Grade 60 or Grade 40, as specified on the plans. Tie bars shall be deformed meeting the requirements of AASHTO M31 or M53. Dowel and tie bars may conform to the requirements of AASHTO M 42, except that rail steel shall not be used for tie bars that are to be bent or restraightened during construction. Dowel bars shall be plain round bars of the size specified and the ends shall be sawed. Before delivery to the construction site, a minimum of two-thirds of the length of each dowel bar shall be painted with one coat of lead or tar paint. Prior to placement of concrete, the dowels shall be coated with grease if specified on the plans.

2.4 WATER

Water used in mixing or curing shall be as clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product as possible. Water will be tested in accordance with the requirements of AASHTO Method T26. Water known to be of potable quality may be used without testing.

2.5 COVER MATERIALS FOR CURING

Curing materials shall conform to one of the following specifications:

A. "Sheet Materials for Curing Concrete" shall conform to AASHTO M171.

B. "Burlap Cloth Made from Jute or Kenat" shall conform to AASHTO M182, Class 3.

C. "Liquid Membrane - Forming Compounds for Curing Concrete" shall conform to AASHTO M148, Type 2 (all-resin base), or Federal Specification TT-C-800, Type 2. Liquid Membrane shall be delivered and stored in bulk. Bulk storage shall be equipped with an agitator. All membranes shall be pigmented to allow visible inspection of coverage.

2.6 POZZOLANIC ADMIXTURE

The use of fly ash as a partial replacement for cement in pavement mix designs, at the rate specified in this paragraph will be allowed at the Contractor's option. Pozzolanic admixtures shall be fly ash meeting the requirements of ASTM C-618; Type C except loss on ignition shall not exceed three (3) percent. When fly ash is used as a partial replacement for cement, the minimum cement content may be met by considering portland cement plus fly ash as the total cementitious component. The replacement rate should not exceed 15 percent.

PART 3 - EXECUTION

3.1 EQUIPMENT

Equipment and tools necessary for handling materials and performing all parts of the work shall be approved by the Engineer as to design, capacity, and mechanical condition. The equipment shall be at the job site before the start of construction operations for examination and approval.

A. Batching Plant and Equipment.

1. General. The batching plant shall include bins, weighing hoppers, and scales for the fine aggregate and coarse aggregate. If bulk cement is used, a bin, hopper, and a separate scale for cement shall be included. The weighing hoppers shall be properly sealed and vented to preclude dusting during operation.
2. Bins and Hopper. Bins with adequate separate compartments for fine aggregate and coarse aggregate shall be provided in the batching plant. Each compartment shall discharge efficiently and freely into the weighing hopper. Means of control shall be provided so that, as the quantity desired in the weighing hopper is approached, the material may be added slowly and shut off with precision. A port or other opening for removing an overload of any one of the several materials from the hopper shall be provided. Weighing hoppers shall be constructed to eliminate accumulations of materials and to discharge fully.
3. Scales. The scales for weighing aggregates and cement shall be of either the beam or the springless dial type. They shall be accurate within 0.5 percent throughout their range of use. When beam-type scales are used, provisions such as a "telltale" dial shall be made for indicating to the operator that the required load in the weighing hopper is being approached. A device on the weighing beams shall clearly indicate critical position. Poises shall be designed to be locked in any position and to prevent unauthorized change. The weight beam and "telltale" device shall be in full view of the operator while charging the hopper, and the operator shall have convenient access to all controls.

   Scales shall be inspected and sealed as often as the Engineer may deem necessary to assure their continued accuracy. The Contractor shall have on hand not less than ten 50-pound (23 kg) weights for testing of all scales when directed by the Engineer.

B. Mixers

1. General. Concrete may be mixed at a central plant, or wholly or in part in truck mixers. Each mixer shall have attached in a prominent place a manufacturer's nameplate showing the capacity of the drum in terms of volume of mixed concrete and the speed of rotation of the mixing drum or blades.

   A device accurate within 3 percent and satisfactory to the Engineer shall be provided at the mixer for determining the amount of air-entraining agent or other admixture to be added to each batch requiring such admixtures.

   Mixers shall be examined daily for the accumulation of hard concrete or mortar and the wear of blades.

2. Central Plant Mixer. Mixing shall be in an approved mixer capable of combining the aggregates, cement, and water into a thoroughly mixed and uniform mass within the specified mixing period, and of discharging the mixture without segregation. Central plant mixers shall be equipped with an acceptable timing device that will not permit the batch to be discharged until the specified mixing time has elapsed. The water system for a central mixer shall be either a calibrated measuring tank or a meter and shall not necessarily be an integral part of the mixer.

   The mixers shall be examined daily for changes in condition due to accumulation of hard concrete or mortar or wear of blades. The pickup and throwover blades shall be replaced when they have worn down 3/4-inch (19 mm) or more. The Contractor shall have a copy of the manufacturer's design on hand showing dimensions and arrangement of blades in reference to original height and depth.

   Truck Mixers and Truck Agitators. Truck mixers used for mixing and hauling concrete and truck agitators used for hauling central-mixed concrete shall conform to the requirements of ASTM C94.

C. Finishing Equipment.

1. Finishing Machine. The finishing machine shall be equipped with one or more oscillating-type transverse screeds.

2. Vibrators. For side-form construction, vibrators may be either the surface pan type for pavements less than 8 inches (20 cm) thick or the internal type with either immersed tube or multiple spuds, for the full width of the concrete slab. They may be attached to the spreader or the finishing machine, or they may be mounted on a separate carriage. They shall not come in contact with the joint, load-transfer devices, subgrade, or side forms. The frequency of the surface vibrators shall not be less than 3,500 vibrations per minute, and the frequency of the internal type shall not be less than 7,000 vibrations per minute for spud vibrators. When spud-type internal vibrators are used adjacent to the side forms, they shall have a frequency of not less than 3,500 vibrations per minute. Hand vibrators should be used to consolidate the concrete along forms and other isolated areas.

   For slip-form construction, the paver shall vibrate the concrete for the full width and depth of the strip of pavement being placed. Vibration shall be accomplished by internal vibrators with a frequency range variable between 7,000 and 12,000 vibrations per minute. The amplitude of vibration shall be between 0.025 (0.6 mm) and 0.06 (1.5 mm) inches.

   The number, spacing, frequency, and eccentric weights shall be provided as necessary to achieve an acceptable concrete density and finishing quality. Adequate power to operate all vibrators at the weight and frequency required for a satisfactory finish shall be available on the paver. The internal vibrators may be supplemented by vibrating screeds operating on the surface of the concrete. The frequency of surface vibrators shall not be less than 3,500 vibrations per minute. The Contractor shall furnish a tachometer or other suitable device for measuring the frequency of the vibrators. The vibrators and tamping elements shall be automatically controlled so that they

shall be stopped as forward motion ceases. Any override switch shall be of the springloaded, momentary contact type.

For hand placed pavement the contractor shall consolidate concrete with the use of a hand held vibrator regardless of the type of strike off machinery used. Vibration shall be done to sufficiently remove air voids and consolidate concrete around reinforcing steel and side forms. **VIBRATORS SHALL NOT BE USED TO DISTRIBUTE CONCRETE**. The contractor shall limit disturbances of consolidated concrete during strike-off and finishing by using adequately sized floats and straight edges as approved by the Engineer. Vibrators, floats, and finishing tools to be on job site at all times during concrete placement.

3. Concrete Saw. When sawing of joints is specified, the Contractor shall provide sawing equipment adequate in number of units and power to complete the sawing to the required dimensions and at the required rate. The Contractor shall provide at least one standby saw in good working order. An ample supply of saw blades shall be maintained at the site of the work at all times during sawing operations. The Contractor shall provide adequate artificial lighting facilities for night sawing. All of this equipment shall be on the job both before and at all times during concrete placement.

4. Forms. Straight side forms shall be made of steel having a thickness of not less than 7/32 inch (6 mm) and shall be furnished in sections not less than 10 feet (3 m) in length. Forms shall have a depth equal to the prescribed edge thickness of the concrete without horizontal joint, and a base width equal to the depth of the forms. Flexible or curved forms of proper radius shall be used for curves of 100-foot (31 m) radius or less. Flexible or curved forms shall be of a design acceptable to the Engineer. Forms shall be provided with adequate devices for secure settings so that when in place they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Flange braces shall extend outward on the base not less than two-thirds the height of the form. Forms with battered top surfaces and bent, twisted, or broken forms shall be removed from the work. Repaired forms shall not be used until inspected and approved. Built-up forms shall not be used, except as approved by the Engineer. The top face of the form shall not vary from a true plane more than 1/8 inch (3 mm) in 10 feet (3 m), and the upstanding leg shall not vary more than 1/4-inch (6 mm). The forms shall contain provisions for locking the ends of abutting sections together tightly for secure setting.

5. Slip-form Pavers. The paver shall be fully energized, self-propelled, and designed for the specific purpose of placing, consolidating, and finishing the concrete pavement, true to grade, tolerances, and cross section. It shall be of sufficient weight and power to construct the maximum specified concrete paving lane width as shown in the plans, at adequate forward speed, without transverse, longitudinal or vertical instability or without displacement. The paver shall be equipped with electronic or hydraulic horizontal and vertical control devices.

3.2 FORM SETTING

Forms shall be set sufficiently in advance of the concrete placement to insure continuous paving operation. After the forms have been set to correct grade, the grade shall be thoroughly tamped, either mechanically or by hand, at both the inside and outside edges of the base of the forms. Forms shall be staked into place with not less than 3 pins for each 10-foot (3 m) section. A pin shall be placed at each side of every joint.

Form sections shall be tightly locked and shall be free from play or movement in any direction. The forms shall not deviate from true line by more than 1/4-inch (6 mm) at any joint. Forms shall be so set that they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms shall be cleaned and oiled prior to the placing of concrete.

The alignment and grade elevations of the forms shall be checked and corrections made by the Contractor immediately before placing the concrete. When any form has been disturbed or any grade has become unstable, the form shall be reset and rechecked.

CONDITIONING OF UNDERLYING COURSE AND REINFORCING: The prepared grade shall be well moistened with water, without saturating, immediately ahead of concrete placement to prevent rapid loss of moisture from the concrete. Ruts or depressions in the subgrade or subbase caused by hauling or usage of other equipment shall be filled as they develop with suitable material (not with concrete or concrete aggregates) and thoroughly compacted by rolling. If damage occurs to a stabilized subbase, it shall be corrected full depth by the Contractor, or the damaged areas filled with concrete integral with the pavement. All excess material shall be removed. Low areas may be filled and compacted to a condition similar to that of the surrounding grade, or filled with concrete integral with the pavement. In cold weather, the underlying subbase shall be protected so that it will be entirely free from frost when the concrete is placed. The use of chemicals to eliminate frost in the underlying material will not be permitted. The work described under the foregoing paragraphs does not constitute a regular subgrading operation, but rather a final accurate check of the underlying course.

Reinforcing steel, at the time concrete is placed, shall be free of mud, oil, or other organic matter that may adversely affect or reduce bond. Reinforcing steel with rust, mill scale, or a combination of both will be considered satisfactory, provided the minimum dimensions, weight, and tensile properties of a hand wire-brushed test specimen are not less than the applicable ASTM specification requirements and provided the rust or scale is not loose. Reinforcing bars shall be securely wired together at all intersections and splices and shall be securely wired to each dowel and load transmission unit intersected. All bars shall be installed in their required position as shown on the plans.

3.3 MIXING CONCRETE

The concrete may be mixed at the work site, in a central mix plant or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time shall be measured from the time all materials, except water, are emptied into the drum. Ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C94, except that the minimum required revolutions of the mixing speed for transit mixed concrete may be reduced to not less than that recommended by the mixer manufacturer. The number of revolutions recommended by the mixer manufacturer shall be indicated on the manufacturer's serial plate attached to the mixer.

When mixed at the work site or in a central mixing plant, the mixing time shall not be less than 50 seconds nor more than 90 seconds. Mixing time ends when the discharge chute opens. Transfer time in multiple drum mixers is included in mixing time. The contents of an individual mixer drum shall be removed before a succeeding batch is emptied therein.

The mixer shall be operated at the drum speed as shown on the manufacturer's nameplate on the approved mixer. Any concrete mixed less than the specified time shall be discarded at the Contractor's expense. The volume of concrete mixed per batch shall not exceed the mixer's nominal capacity in cubic feet (cubic meters), as shown on the manufacturer's standard rating plate on the mixer. An overload up to 10 percent above the mixer's nominal capacity may be permitted provided concrete test data for segregation and uniform consistency are satisfactory, and provided no spillage of concrete takes place. The batch shall be charged into the drum so that a portion of the mixing water shall enter in advance of the cement and aggregates. The flow of water shall be uniform, and all water shall be in the drum by the end of the first 15 seconds of the mixing period. The throat of the drum shall be kept free of such accumulations as may restrict the free flow of materials into the drum.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators, or nonagitating trucks. The time elapsing from the time water is added to the mix until the concrete is deposited in place at the work site shall not exceed 30 minutes when the concrete is hauled in nonagitating trucks, nor 60 minutes when the concrete is hauled in truck mixers or truck agitators. Retempering concrete by adding water or by other means will not be permitted, except when concrete is delivered in transit mixers. With transit mixers additional water may be added to the batch materials and additional mixing performed to increase the slump to meet the specified requirements, if permitted by the Engineer. All these operations must be performed within 45 minutes after the initial mixing operations and the water-cement ratio must not be exceeded. Admixtures for increasing the workability or for accelerating the set will be permitted only when specified for in the contract.

3.4 LIMITATIONS OF MIXING

No concrete shall be mixed, placed, or finished when the natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

Unless authorized in writing by the Engineer, mixing and concreting operations shall be discontinued when a descending air temperature in the shade and away from artificial heat reaches 40 degrees F (4 degrees C) and shall not be resumed until an ascending air temperature in the shade and away from artificial heat reaches 35 degrees F (2 degrees C).

When concreting is authorized during cold weather, the aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be arranged to preclude the possible occurrence of overheated areas which might be detrimental to the materials. Unless otherwise authorized, the temperature of the mixed concrete shall not be less than 50 degrees F (10 degrees C) at the time of placement in the forms.

If the air temperature is 35 degrees F (2 degrees C) or less at the time of placing concrete, the Engineer may require the water and/or the aggregates to be heated to not less than 70 degrees F (21 degrees C) nor more than 150 degrees F (66 degrees C). Concrete shall not be placed on frozen subgrade nor shall frozen aggregates be used in the concrete.

During periods of warm weather when the maximum daily air temperature exceeds 85 degrees F (30 degrees C), the following precautions should be taken. The forms and/or the underlying material shall be sprinkled with water immediately before placing the concrete. The concrete shall be placed at the coolest temperature practicable, and in no case shall the temperature of the concrete when placed exceed 90 degrees F (32 degrees C). The aggregate and/or mixing water shall be cooled as necessary to maintain the concrete temperature at or not more than the specified maximum.

3.5 PLACING CONCRETE

A. Side-form Method: For the side-form method, the concrete shall be deposited on the moistened grade to require as little rehandling as possible. Unless truck mixers, truck agitators, or nonagitating hauling equipment are equipped with means for discharge of concrete without segregation of the materials, the concrete shall be unloaded into an approved spreading device and mechanically spread on the grade to prevent segregation of the materials. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels -- **NOT RAKES**. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

   Concrete for side-form construction shall be placed on cement treated base. No concrete shall be placed before the cement treated base has obtained a compressive strength specified at 7 days.

   When concrete is to be placed adjoining a previously constructed lane of pavement and when mechanical equipment will be operated upon the existing lane of pavement, the concrete shall be at least 7 days old and at a flexural strength approved by the Engineer. If only finishing equipment is carried on the existing lane, paving in adjoining lanes may be permitted after 3 days, if approved by the Engineer.

   Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies by means of vibrators inserted in the concrete. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. In no case shall the vibrator be operated longer than 15 seconds in any one location, nor shall the vibrators be used to move the concrete. Concrete shall be deposited as near to expansion and contraction joints as possible without disturbing them but shall not be dumped from the discharge bucket or hopper onto a joint assembly unless the hopper is well centered on the joint assembly.

Should any concrete materials fall on or be worked into the surface of a completed slab, they shall be removed immediately by approved methods.

B. Slip Form Method. For the slip-form method, the concrete shall be placed with an approved crawler-mounted, slip-form paver designed to spread, consolidate, and shape the freshly placed concrete in one

Complete pass of the machine so that a minimum of hand finishing will be necessary to provide a dense and homogeneous pavement in conformance with requirements of the plans and specifications. The concrete should be placed directly on top of the joint assemblies to prevent them from moving when the paver moves over them. Side forms and finishing screeds shall be adjustable to the extent required to produce the specified pavement edge and surface tolerance. The side forms shall be of dimensions, shape, and strength to support the concrete laterally for a sufficient length of time so that no appreciable edge slumping will occur. Final finishing shall be accomplished while the concrete is still in the plastic state.

Concrete for slip form construction shall be placed on cement treated base or lime stabilized subgrade. No concrete shall be placed before the cement treated base has obtained the compressive strength specified at 7 days. The Contractor shall set grade stakes and stringline for each lane placement. The stringline shall be supported at intervals of not more than 25 feet. Additional supports shall be installed to prevent sag of the stringline. The horizontal alignment of the stringline shall be within plus or minus 1/4-inch in 10 feet of true alignment. The Contractor shall provide a suitable method of securing the stringline to maintain proper grade where vertical curves are to be constructed.

C. Hand Placement Method. When the hand method of striking off and consolidating is permitted, the concrete, as soon as placed, shall be approximately leveled and then truck off and screeded to such elevation above grade that, when consolidated and finished, the surface of the pavement shall be at the grade elevation shown on the plans. The entire surface shall then be tamped and the concrete consolidated so as to insure maximum compaction and a minimum of voids. For the strike off and consolidation, both a strike template and tamping template shall be provided on the work. In operation the strike template shall be moved forward with a combined longitudinal and transverse motion and so manipulated that neither end of the template is raised from the forms during the striking-off process. A slight excess of material shall be kept in front of the cutting edge at all times. The straightedging, surfacing and joint finishing shall be as described herein.

3.7 STRIKE-OFF OF CONCRETE

Following the placing of the concrete, it shall be struck off to conform to the cross section shown on the plans and to an elevation such that when the concrete is properly consolidated and finished, the surface of the pavement shall be at the elevation shown on the plans. All reinforcement shall be positioned in advance of concrete placement. All reinforcing bars and bar mats shall be installed in the slab at the required depth below the finished surface and supported by chairs installed on 4-foot centers. After the reinforcing steel is securely installed above the subgrade, as specifically required by plans and as herein prescribed, there shall be no loading imposed upon (or walking upon) the bar mats or individual bars that will cause deformation of reinforcing before or during the placing or finishing of the concrete.

3.8 JOINTS

A. General:

1. Longitudinal and Transverse Joints: Longitudinal and transverse joints shall be constructed as indicated on the plans and in accordance with these requirements. All joints shall be constructed true to line with their faces perpendicular to the surface of the pavement. Joints shall not vary more than 1/2-inch (13 mm) from a true line or from their designated position. The vertical surface of the pavement adjacent

to all expansion joints shall be finished to a true plane and edged to a radius of 1/4-inch (6 mm) or as shown on the plans. The surface across the joints shall be tested with a 10-foot (3 m) straightedge as the joints are finished and any irregularities in excess of 1/4-inch (6 mm) shall be corrected before the concrete has hardened. Longitudinal construction joints that do not meet these requirements or which show significant cracking or planes of weakness shall be sawed-off full depth at the Contractor's expense using the minimum practical width at locations designated by the Engineer. When required, keyways shall be accurately formed with a template of metal or wood. The gauge or thickness of the material in the template shall be such that the full keyway, as specified, is formed and is in the correct location. Transverse joints shall be right

2. Angles to the centerline of the pavement and shall extend the full width of the slab. All joints shall be so prepared, finished, or cut to provide a groove of the width and depth shown on the plans.

B. Tie Bars: Tie bars shall consist of deformed bars installed principally in longitudinal joints as shown on the plans or the bars shall be extensions of the distributed reinforcing steel across the joints. Tie bars shall be placed at right angles to the centerline of the concrete slab. They shall be held in position parallel to the surface and midway between the surfaces of the slab. These bars shall not be painted, greased, or enclosed in sleeves. At all locations where tie bars are specified and where pavement is in place, the tie bars shall be inserted by drilling and grouting with approved epoxy material. Tie bars in longitudinal construction joints may be installed by bending the bars flush with a keyed joint.

C. Dowel Bars: If used, dowel bars or other load-transfer units of an approved type shall be placed across transverse or other joints in the manner as specified on the plans. They shall be of the dimensions and spacings as shown and held rigidly in the middle of the slab depth in the proper horizontal and vertical alignment by an approved assembly device to be left permanently in place. The dowel or load-transfer and joint devices shall be rigid enough to permit complete assembly as a unit ready to be lifted and placed into position. A metal, or other type, dowel expansion cap or sleeve shall be furnished for each dowel bar used with expansion joints. These caps shall be substantial enough to prevent collapse and shall be placed on the ends of the dowels as shown on the plans. The caps or sleeves shall fit the dowel bar tightly and the closed end shall be watertight.

D. Installation: Joints in concrete pavements shall be cut as shown on the plans. Equipment shall be as described in Paragraph 3.1. The circular cutter shall be capable of cutting a groove in a straight line and shall produce a slot at least 1/8-inch (3 mm) wide and to the depth shown on the plans. When shown on the plans or required by the specifications, the top portion of the slot or groove shall be widened by means of a second shallower cut or by suitable and approved beveling to provide adequate space for joint sealers. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to permit cutting without chipping, spalling, or tearing. Sawing shall be carried on both during the day and night as required. The joints shall be sawed at the required spacing consecutively in sequence of the concrete placement, unless otherwise approved by the Engineer.

E. Longitudinal Joints:

1. Construction. Longitudinal construction joints shall be formed against suitable side forms (usually made of steel) with or without keyways. Wooden forms may be used under special conditions, when approved by the Engineer. Where butt-type joints with dowels are designated, the dowels for this type shall be painted and greased. The edges of the joint shall be finished with a grooving tool or edging tool, and a space or slot shall be formed along the joint of the dimensions, as indicated, to receive the joint sealing material. Longitudinal construction joints shall be sawed to provide a groove at the top conforming to the details and dimensions indicated on the plans. Provisions shall be made for the installation of tie bars as noted on the plans.
2. Contraction or Weakened-plane type. The longitudinal groove sawed in the top of the slab shall be installed where indicated on the drawings. The groove shall be sawed with approved equipment in the

hardened concrete to the dimensions required. The sawed groove shall be straight and of uniform width and depth. The groove shall be clean cut so that spalling will be avoided at intersections with transverse joints. Tie bars or distributed reinforcing steel shall be installed across these joints were indicated on the plans.

3. Expansion. Longitudinal expansion joints shall be installed as indicated on the plans. The premolded filler, of the thickness as shown on the plans, shall extend for the full depth and width of the slab at the joint, except for space for sealant at the top of the slab. The filler shall be securely staked or fastened into position perpendicular to the proposed finished surface. A cap shall be provided to protect the top edge of the filler and to permit the concrete to be placed and finished. After the concrete has been placed and struck off, the cap shall be carefully withdrawn leaving the space over the premolded filler. The edges of the joint shall be finished and tooled while the concrete is still plastic.

F. Transverse Joints:

Expansion. Transverse expansion joints shall be installed at the locations and spacing as shown on the plans. The joints shall be installed at right angles to the centerline and perpendicular to the surface of the pavement. The joints shall be installed and finished to insure complete separation of the slabs. Expansion joints shall be of a premolded type conforming to these specifications and with the plans and shall be the full width of the pavement strip.

All concrete shall be cleaned from the top of the joint material. Before the pavement is opened to traffic, this space shall be swept clean and filled with approved joint sealing material.

All devices used for the installation of expansion joints shall be approved by the Engineer. They shall be easily removable without disturbing the concrete and held in proper transverse and vertical alignment. Immediately after forms are removed, any concrete bridging the joint space at the ends shall be removed for the full width and depth of the joint.

When specified, expansion joints shall be equipped with dowels of the dimensions and at the spacing and location indicated on the plans. The dowels shall be firmly supported in place and accurately aligned parallel to the subgrade and the centerline of the pavement by means of a dowel assembly which will remain in the pavement and will ensure that the dowels are not displaced during construction.

Other types of load-transfer devices may be used, when approved by the Engineer.

1. Contraction. Transverse contraction joints, weakened-plane joints, or both, shall be installed at the locations and spacing as shown on the plans. These joints will be installed by sawing a groove into the concrete surface after the concrete has hardened in the same manner as specified in Paragraph 3.8(c)(2). Dowel bar assemblies shall be installed, when required, as shown on the plans.

2. Construction. Transverse construction joints shall be installed at the end of each day's placing operations and at any other points within a paving lane when concrete placement is interrupted for more than 30 minutes or it appears that the concrete will obtain its initial set before fresh concrete arrives. When the installation of the joint can be planned in advance, it shall be located at a contraction or expansion joint. The joint shall not be allowed within 8 feet (2.4 m) of a regular spaced transverse joint. If the pouring of the concrete has been stopped, causing a joint to fall within this limit, it shall not be installed, and the fresh placed concrete shall be removed back to the 8 foot (2.4 m) limit.

3.9 FINAL STRIKE-OFF, CONSOLIDATION, AND FINISHING

A. Sequence. The sequence of operations shall be the strike-off and consolidation, floating and removal of laitance, straightedging, and final surface finish. **The addition of superficial water to the surface of the concrete to assist in finishing operations generally will not be permitted**. If the application of water to the surface is

permitted, it shall be applied as a fog spray by means of approved spray equipment.

B. Finishing at Joints. The concrete adjacent to joints shall be compacted or firmly placed without voids or segregation against the joint material; it shall be firmly placed without voids or segregation under and around all load-transfer devices, joint assembly units, and other features designed to extend into the pavement. Concrete adjacent to joints shall be mechanically vibrated. After the concrete has been placed and vibrated adjacent to the joints, the finishing machine shall be operated in a manner to avoid damage or misalignment of joints. If uninterrupted operations of the finishing machine, to, over, and beyond the joints, cause segregation of concrete, damage to, or misalignment of the joints, the finishing machine shall be stopped when the screed is approximately 8 inches (20 cm) from the joint. Segregated concrete shall be removed from the front of and off the joint; the screed shall be lifted and set directly on top of the joint, and the forward motion of the finishing machine shall be resumed. Thereafter, the finishing machine may run over the joint without lifting the screed, provided there is no segregated concrete immediately between the joint and the screed or on top of the joint.

C. Machine Finishing. The concrete shall be spread as soon as it is placed, and it shall be struck off and screeded by an approved finishing machine. The machine shall go over each area as many times and at such intervals as necessary to give the proper consolidation and to leave a surface of uniform texture. Excessive operation over a given area shall be avoided. When side forms are used, the tops of the forms shall be kept clean by an effective device attached to the machine, and the travel of the machine on the forms shall be maintained true without lift, wobbling, or other variation tending to affect the precision finish. During the first pass of the finishing machine, a uniform ridge of concrete shall be maintained ahead of the front screed for its entire length. When in operation, the screed shall be moved forward with a combined longitudinal and transverse shearing motion, always moving in the direction in which the work is progressing, and so manipulated that neither end is raised from the side forms during the striking-off process. If necessary, this shall be repeated until the surface is of uniform texture, true to grade and cross section, and free from porous areas.

D. Hand Finishing. Hand finishing methods will not be permitted, except under the following conditions: In the event of breakdown of the mechanical equipment, hand methods may be used to finish the concrete already deposited on the grade; in areas of narrow widths or of irregular dimensions where operation of the mechanical equipment is impractical. Concrete, as soon as placed, shall be struck off and screeded. An approved portable screed shall be used.

The screed for the surface shall be at least 2 feet (0.6 m) longer than the maximum width of the slab to be struck off. It shall be of approved design, sufficiently rigid to retain its shape, and shall be constructed either of metal or of other suitable material covered with metal. Wood will not be permitted. Consolidation shall be attained by the use of a suitable vibrator.

E. Floating. After the concrete has been struck off and consolidated, it shall be further smoothed, trued, and consolidated by means of a longitudinal float, using one of the following methods:

1. Hand Method. The hand-operated longitudinal float shall not be less than 12 feet (3.6 m) in length and 6 inches (15 cm) in width, properly stiffened to prevent flexibility and warping. The longitudinal float, operated from foot bridges resting on the side forms and spanning but not touching the concrete, shall be worked with a sawing motion, while held in a floating position parallel to the slab centerline and passing gradually from one side of the slab to the other. Forward movement along the centerline of the slab shall be in successive advances of not more than one-half the length of the float. Any excess water or soup material shall be wasted over the slab edge on each pass.
2. Mechanical Method. The Contractor may use a machine composed of a cutting and smoothing float(s), suspended from and guided by a rigid frame. The frame shall be carried by four or more visible wheels

riding on, and constantly in contact with, the side forms or pavement subgrade. If necessary, long-handled floats having blades not less than 5 feet (1.5 m) in length and 6 inches (1.5 cm) in width may be used to smooth and fill in open-textured areas in the slab. Long-handled floats shall not be used to float the entire surface of the slab in lieu of mechanical methods. After floating, any excess water and laitance shall be removed from the surface of the slab by a straightedge 10 feet (3 m) or more in length. Successive drags shall be lapped one-half the length of the blade.

F. Straight-edge Testing and Surface Correction. After the pavement has been struck off and consolidated and while the concrete is still plastic, it shall be tested for trueness with a 16-foot (4.8 m) straightedge. For this purpose the Contractor shall furnish and use an accurate 16-foot (4.8 m) straightedge swung from handles 3 feet (0.4 m) longer than one-half the width of the slab. The straightedge shall be held in contact with the surface in successive positions parallel to the centerline and the whole area gone over from one side of the slab to the other, as necessary. Advancing shall be in successive stages of not more than one-half the length of the straightedge. Any excess water and laitance shall be removed from the surface of the pavement. Any depressions shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets the requirements for smoothness. Straightedge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straightedge and until the slab conforms to the required grade and cross section. The use of long-handled wood floats shall be confined to a minimum; they may be used only in emergencies and in areas not accessible to finishing equipment.

3.10 SURFACE TEXTURE

A light broom drag shall be used for slab concrete pavements. The direction of the texture device shall be as directed by the Engineer. Contractor to match existing pavement finishes.

3.11 SURFACE TEST

As soon as the concrete has hardened sufficiently, the pavement surface shall be tested with a 16-foot (5 m) straightedge or other specified device to determine its compliance with design grades. Where the departure from correct cross section exceeds ½ inch (13 mm), the pavement shall be ground down with a approved grinding machine to within 1/4 inch of tolerance or removed and replaced at the expense of the Contractor when so directed by the Engineer. Cracked or damaged slabs shall be removed and replaced at the expense of the Contractor when so directed by the Engineer.

Any area or section so removed shall not be less than 20 feet (6 m) in length nor less than the full width of the lane involved. When it is necessary to remove and replace a section of pavement, and remaining portion of a slab adjacent to the joints that is less than 10 feet (3 m) in length shall also be removed and replaced.

3.12 CURING

Immediately after the finishing operations have been completed and marring of the concrete will not occur, the entire surface of the newly placed concrete shall be cured in accordance with one of the methods below. In all cases in which curing requires the use of water, the curing shall have prior right to all water supply or supplies. Failure to provide sufficient cover material of whatever kind the Contractor may elect to use, or lack of water to adequately take care of both curing and other requirements, shall be cause for immediate suspension of concreting operations. The concrete shall not be left exposed for more than 1/2 hour during the curing period. The following are alternate approved methods for curing concrete pavements.

A. Impervious Membrane Method. The entire surface of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place. The curing compound shall not be applied during rainfall. Curing compound shall be applied by mechanical sprayers under pressure at the rate of 1 gallon (4 liters) to not more than 150 square feet (14 square meters). The spraying equipment shall be of the fully atomizing type equipped with a tank agitator. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. During application the compound shall be stirred continuously by effective mechanical means. Hand spraying of odd widths or shapes and concrete surfaces exposed by the removal of forms will be permitted. Curing compound shall not be applied to the inside faces of joints to be sealed, but approved means shall be used to insure proper curing for 72 hours. The curing compound shall be of such character that the film will harden within 30 minutes after application. Should the film become damaged from any cause within the required curing period, the damaged portions shall be repaired immediately with additional compound. Upon removal of the side forms, the sides of the exposed slabs shall be protected immediately to provide a curing treatment equal to that provided for the surface. For the Impervious Membrane Method, the Contractor is encouraged to include Polyethylene Film dispensing equipment in the Paving Train to provide protection to the finished work in case of rainfall.

B. Polyethylene Films. The top surface and sides of the pavement shall be entirely covered with polyethylene sheeting. The units shall be lapped at least 18 inches (457 mm). The sheeting shall be placed and weighted to cause it to remain in contact with the surface covered. The sheeting shall have dimensions that will extend at least twice the thickness of the pavement beyond the edges of the pavement. Unless otherwise specified, the sheeting shall be maintained in place for 72 hours after the concrete has been placed.

C. Waterproof Paper. The top surface and sides of the pavement shall be entirely covered with waterproofed paper. The units shall be lapped at least 18 inches (457 mm). The paper shall be placed and weighted to cause it to remain in contact with the surface covered. The paper shall have dimensions that will extend at least twice the thickness of the pavement beyond the edges of the slab. The surface of the pavement shall be thoroughly wetted prior to placing of the paper. Unless otherwise specified, the paper shall be maintained in place for 72 hours after the concrete has been placed.

D. White Burlap-Polyethylene Sheets. The surface of the pavement shall be entirely covered with sheeting. The sheeting used shall be such length (or width) that it will extend at least twice the thickness of the pavement beyond the edges of the slab. The sheeting shall be placed so that the entire surface and both edges of the slab are completely covered. The sheeting shall be placed and weighted to remain in contact with the surface covered, and the covering shall be maintained fully wetted and in position for 72 hours after the concrete has been placed.

E. Curing in Cold Weather. When the average daily temperature is below 40 degrees F (4 degrees C), curing shall consist of covering the newly laid pavement with not less than 12 inches (30 cm) of loose, dry hay or straw, or equivalent protective curing authorized by the Engineer, which shall be retained in place for 10 days. The hay or straw shall be secured to avoid being blown away. Admixture for curing or temperature control may be used only when authorized by the Engineer.

   When concrete is being placed and the air temperature may be expected to drop below 35 degrees F (2 degrees C), a sufficient supply of straw, hay, grass, or other suitable blanketing material such as burlap or polyethylene shall be provided along the work. Any time the temperature may be expected to reach the freezing point during the day or night, the material so provided shall be spread over the pavement to a sufficient depth to prevent freezing of the concrete. The period of time such protection shall be maintained shall not be less than 10 days. A minimum of 3 days is required when high, early strength concrete is used. The Contractor shall be responsible for the quality and strength of the concrete placed during cold weather, and any concrete injured by frost action shall be removed and replaced at the Contractor's expense.

3.13 REMOVING FORMS

Unless otherwise specified, forms shall not be removed from freshly placed concrete until it has set for at least 12 hours, except where auxiliary forms are used temporarily in widened areas. Forms shall be removed carefully to avoid damage to the pavement. After the forms have been removed, the sides of the slab shall be cured as outlined in one of the methods

indicated in Paragraph 3.17. Major honeycombed areas shall be considered as defective work and shall be removed and replaced. Any area or section so removed shall not be less than 20 feet (6 m) in length nor less than the full width of the lane involved. When it is necessary to remove and replace a section of pavement, any remaining portion of the slab adjacent to the joints that is less than 10 feet (3 m) in length shall also be removed and replaced.

3.14 SEALING JOINTS

The joints in the pavement shall be prepared and sealed in strict accordance with the sealant manufacturer's printed recommendations.

3.15 PROTECTION OF PAVEMENT

The Contractor shall protect the pavement and its appurtenances against both public traffic and traffic caused by the Contractor's employees and agents. This shall include watchmen to direct traffic and the erection and maintenance of warning signs, lights, pavement bridges, or crossovers, etc. The plans or special provisions will indicate the location and type of device or facility required to protect the work and provide adequately for traffic. Any damage to the pavement occurring prior to final acceptance shall be repaired or the pavement replaced at the Contractor's expense. In order that the concrete be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor is encouraged to have available at all times materials for the protection of edges and surface of the unhardened concrete. Such protective materials shall consist of rolled polyethylene sheeting at least 4 mils (0.1 mm) thick of sufficient length and width to cover the plastic concrete slab and any edges. The sheeting may be mounted on either the paver or a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations shall stop and all available personnel should begin covering the surface of the unhardened concrete with the protective covering.

3.16 OPENING TO TRAFFIC

The Engineer shall decide when the pavement shall be opened to traffic. The pavement will not be opened to traffic until test specimens molded and cured in accordance with ASTM C31 have attained a flexural strength of 550 pounds per square inch (3792 kPa) when tested in accordance with ASTM C78. If such tests are not conducted, the pavement shall not be opened to traffic until 14 days after the concrete was placed. Prior to opening to traffic, the pavement shall be thoroughly cleaned.

3.17 SURFACE AND THICKNESS TOLERANCES

Extreme care must be exercised in all phases of the operation to assure the pavement will pass the specified tolerances. The following tolerances are applicable:

A. Lateral deviation from established alignment of the pavement edge shall not exceed plus or minus 0.10 foot (30 mm) in any lane.

B. Vertical deviation from established grade shall not exceed plus or minus 0.04 foot (12 mm) at any point.

C. Surface smoothness deviations shall not exceed 3/8 inch (6 mm) from a 16-foot (5 m) straightedge placed in any direction, including placement along and spanning any pavement joint or edge.

No additional payment over the contract unit price shall be made for any pavement of a thickness exceeding that required by plans.

3.18 INTEGRAL CURBS

Where shown on the drawings, integral curbs shall be installed to the dimension shown using identical concrete to the paving mix. Expansion and contraction joints shall extend through curb section. Reinforcing for integral curb, when shown on the plans, shall be supported from the ground with driven stakes or as directed by the Engineer. Once the forms are removed, all voided areas shall be rubbed and filled with non-shrink grout within 24 hours. If the forms are removed within 2 days of placement, the curb shall be treated with a specified curing membrane.

3.19 CONCRETE CURB AND GUTTER

Concrete curb and gutter shall be constructed using concrete of the type and strength specified in the plans. The placement, strike-off consolidation and finishing shall be made using applicable portions of this specification as determined by the Engineer. Contraction joints shall be placed at 20-foot centers with the use of a 1/2" deep grooving tool. Expansion joints shall be placed at a maximum spacing of 400 feet and at all radius points, curb returns and junctions with structures. For curves of 100 feet radius or less, contraction joints shall be tooled at 10-foot centers and expansion joints constructed at 50-foot centers. Expansion joints shall contain a minimum of two smooth dowels a minimum of one bar size larger than the longitudinal reinforcing and 3/4-inch thick expansion joint material of the type specified in the plans. Expansion joints shall be sealed in accordance with the plan details.

3.20 SIDEWALKS AND SLOPE PAVING

Concrete sidewalks and slope paving shall be constructed to use concrete of the type and strength specified in the plans. The placement, strike-off, consolidation and finishing shall be made using applicable portions of this specification as determined by the Engineer. Contraction joints shall be tooled at a depth of 1/2" at a spacing equal to the width of the sidewalk not to exceed six feet. For walks wider than six feet, longitudinal joints shall be tooled at equal spacing, not less than three feet. Edges shall be tooled with a 1/4-inch radius and finish slightly higher than adjacent curbs to ensure proper drainage if some settlement occurs. Expansion joints shall be placed at 100-foot intervals or at intersecting walk locations. Expansion joints shall be 3/4-inch in thickness and contain smooth dowels at not less than 12" spacing. The size of the dowels will be equal to the thickness of the sidewalk in inches. Scoring and tooling for barrier free ramps shall be made in accordance with governing City standards or as directed by the Engineer.

3.21 FIELD TEST SPECIMENS

Concrete samples shall be furnished by the Contractor and shall be taken in the field to determine the consistency, air content, and strength of the concrete. Compressive test cylinders shall be made each day that the concrete is placed. However, at the start of paving operations and when the aggregate source, aggregate characteristics, or mix design is changed, additional groups of test cylinders may be required until the Engineer is satisfied that the concrete mixture being used complies with the strength requirements of these specifications. Test ages will be 7 days and 28 days.

Test cylinders for compressive strength tests shall be taken and cured in accordance with ASTM C-31 and tested in accordance with ASTM C-39. At least four cylinders (a set) shall be made for each 1,000 cubic yards or fraction thereof placed and tested at 7 days and 28 days. No extra compensation will be allowed for materials and work involved in fulfilling these requirements. Concrete will be accepted on the basis of tests conducted on a "lot" of concrete. A lot will consist of 160 cubic yards and will be divided into four equal sublots. One set of tests will be made for each sublot. Random samples will be taken from the plastic concrete at the site in accordance with accepted statistical procedures.

The concrete shall be sampled in accordance with ASTM C172.

The lot will be accepted without adjustment in payment if the average 28 day compressive strength, based on four acceptance tests, indicates a strength deficiency of not less than 100 psi. The pay factor for 28-day compressive strengths showing a deficiency greater than 100 psi are listed in the table below.

PAY FACTOR SCHEDULE FOR COMPRESSIVE STRENGTH
AT THE SPECIFIED INTERVAL

Strength Deficiency (Based on an Average of 4 Cylinders) psi	Pay Factor (Percent of Contract Unit Price) psi
0 - 100	100
100 - 150	85
151 - 200	75
201 - 250	70
251 - 300	60
301 - 375	55
375 - 500	50
>500	Reject

END OF SECTION 321313

SECTION 321373

CONCRETE PAVING JOINT SEALANTS

PART 2 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Expansion and contraction joints within cement concrete pavement.
2. Joints between cement concrete and asphalt pavement.

B. Related Sections include the following:

Section 321313: "Concrete Pavement"

1.3 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Verification: For each type and color of joint sealant required. Install joint-sealant samples in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

C. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.

D. Qualification Data: For Installer.

E. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for sealants.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer.

B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

C. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Use manufacturer's standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

2. Submit not fewer than eight pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.

3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.

4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.

5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

D. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing of current sealant products within a 36-month period preceding the commencement of the Work.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 for testing indicated, as documented according to ASTM E 548.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multi-component materials.

B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
2. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (4.4 deg C).
3. When joint substrates are wet or covered with frost.
4. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
5. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 3 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

B. Colors of Exposed Joint Sealants: to match concrete color.

2.3 COLD-APPLIED JOINT SEALANTS

A. Multi-component Pourable, chemically curing elastomeric formulation complying with the following requirements for formulation and with ASTM C 920 for type, grade, class, and uses indicated:

1. Urethane Formulation: Type M; Grade P; Class 12-1/2; Uses T, M, and, as applicable to joint substrates indicated, O.
2. Coal-Tar-Modified Polymer Formulation: Type M; Grade P; Class 25; Uses T and, as applicable to joint substrates indicated, O.
3. Bitumen-Modified Urethane Formulation: Type M; Grade P; Class 25; Uses T, M, and, as applicable to joint substrates indicated, O.

B. Type NS Silicone Sealant for Concrete: Single-component, low-modulus, neutral-curin, nonsag silicone sealant complying with ASTM D 5893 for Type NS.

C. Type SL Silicone Sealant for Concrete and Asphalt: Single-component, low-modulus, neutral-curing, self-leveling silicone sealant complying with ASTM D 5893 for Type SL.

D. Multi-component Low-Modulus Sealant for Concrete and Asphalt: Proprietary formulation consisting of reactive petropolymer and activator components producing a pourable, self-leveling sealant.

2.4 JOINT-SEALANT BACKER MATERIALS

A. General: Provide joint-sealant backer materials that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.

B. Round Backer Rods for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

C. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

D. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

2.5 PRIMERS

Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from pre-construction joint-sealant-substrate tests and field tests.

PART 4 - EXECUTION

3.1 EXAMINATION

Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

B. Joint Priming: Prime joint substrates where indicated or where recommended by joint-sealant manufacturer, based on pre-construction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability. Do not leave gaps between ends of backer materials. Do not stretch, twist, puncture, or tear backer materials. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses provided for each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.

F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions, unless otherwise indicated.

G. Provide recessed joint configuration for silicone sealants of recess depth and at locations indicated.

3.4 CLEANING

Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 321373

SPECIAL SPECIFICATION

SECTION 323000

GATEWAY MONUMENT

PART 1 - GENERAL

1.1 DESCRIPTION

Furnish and construct lighted natural stone veneer park monument.

PART 2 - MATERIALS

2.1 MATERIALS

A. *Stone. Provide natural stone from a single source as shown in the plans and as approved by the Landscape Architect.*

1. *Physical Requirements: Meet or exceed Classification I (Low-Density) as outlined in ASTM C568.*

2. *Color: As shown on plans.*

3. Samples: Submit 1 sample of a representative size mix, not less than 5 square feet for approval by the Engineer. The sample shall be typical of the grade, color, and finish specified.

B. Mortar. Provide cement/lime mortar, a mortar cement mortar, or masonry cement as described in ASTM C270. Color: White.

1. *Proportion Requirements: Comply with ASTM C270, Proportion Specification. Setting mortar shall be ASTM C270 Type S with a compressive strength of 1800 psi minimum at 28 days. Pointing mortar shall be ASTM C270, Type N.*

2. Cementitious Materials for Mortar:

a. Hydraulic Cement. Type I, conforming to DMS-4600.

b. Masonry Cement. Conforming to ASTM C91

c. Mortar Cement. Conforming to ASTM C1329

d. Lime. Conforming to ASTM to ASTM C207 Type S or ASTM C5.

3. *Aggregates: Sand for mortar shall be natural sand or quartz sand only, and comply with ASTM C144.*

4. Water: Use only clean, potable water.

C. *Wall Ties: Refer to the plans and details.*

D. Drilled Shaft Foundations: Drilled shaft foundations shall comply with Item 416, "Drilled Shaft Foundations", except for measurement and payment.

E. Stem Wall: Stem wall shall comply with Item 420, "Concrete Structures", except for measurement and payment.

F. Metal: Steel plate and aluminum lettering shall comply with Item 442, "Metal for Structures", except for measurement and payment.

PART 3 - EXECUTION

3.1 CONSTRUCTION METHODS

A. Construct with skilled stone masons and fitters able to perform necessary field cutting and fitting as stone veneer is set.

B. Do not mix or place mortar when the temperature is 40 degrees F or less and falling. When ambient temperature exceeds 100 degrees F, or 90 degrees F with winds exceeding 8 mph, do not spread mortar beds more than 48 inches in advance of masonry and set masonry within one minute of spreading mortar. Otherwise, use mortar within 2 hours after initial mixing. Protect unit masonry work with appropriate countermeasures when temperature or humidity conditions cause excessive evaporation from mortar.

C. Mix mortar in accordance with ASTM C270. Do not use admixtures with mortar unless approved by the Engineer. Thoroughly mix ingredients in quantities needed for immediate use.

D. Clean stones with fiber brushes and clean water before settings. Maintain a saturated surface dry to slightly wet condition for stone immediately before setting.

E. Provide full mortar setting bed of the specified thickness to fully support stone over bearing surface. Set stone level and at proper alignment. Completely fill beds and joints, and rake the mortar to a depth of ½". Point beds and joints with a concave tooled joint. Keep exposed faces of stone free from mortar.

F. Provide wall ties or anchors as shown in the plans.

G. Cover top surface of veneer/wall cross-section overnight, weekends, and when raining during work hours.

H. Pattern the stone coursing as shown in the plans.

3.2 WEEPS

Plastic or other weep tubes, or felt wicks, shall be placed in joints where moisture may accumulate within the wall, and as shown on the plans or as directed by the Engineer.

3.3 ADJUSTMENT AND CLEANING

Perform adjustment of natural stone veneer as required until acceptance by the Engineer.

A. *Replace stone which becomes broken, chipped, stained or otherwise damaged. Replace unsatisfactory joints as required to provide a neat, uniform appearance.*

B. *Clean stone veneer promptly after installation with fiber brushes and clean water, or a mild cleaning agent. Do not use wire brushes, acidic cleaning agents, or cleaners that contain caustic or harsh fillers or abrasives.*

C. *Maintain site conditions to avoid damage, discoloration or deterioration to natural stone veneer during subsequent construction.*

3.4 MEASUREMENT

This Item shall be a turn-key item for each monument.

3.5 PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" shall be paid for at the lump sum bid for "Park Monument". This price shall be full compensation for furnishing, placing, finishing, and cleaning of the natural stone veneer, drilled shaft foundations, stem wall, steel plate, bronze star, aluminum lettering, lighting and for all materials, tools, labor, equipment and incidentals necessary to complete the work. The preparation of the samples or mock ups described will not be paid for directly and shall be considered subsidiary to this bid item.

END OF SECTION 323000

SPECIAL SPECIFICATION

SECTION 328400

IRRIGATION SYSTEM

PART ONE -- GENERAL

1.01 GENERAL CONDITIONS

The requirements of the "General Conditions of the Contract" and of Division 1, "General Requirements", shall apply to all work of this Section with the same force and effect as though repeated in full herein.

1.02 SCOPE OF WORK

A. Provide all labor, materials, transportation, and services necessary to furnish and install Irrigation Systems as shown on the drawings and described herein.

B. Related work in other sections:
   1. Turf and Grasses

1.03 QUALITY ASSURANCE & REQUIREMENTS

A. Permits and Fees: The Contractor shall obtain and pay for any and all permits and all observations as required.

B. Manufacturer's Directions: Manufacturer's directions and detailed drawings shall be followed in all cases where the manufacturers of articles used in this contract furnish directions covering points not shown in the drawings and specifications

C. Ordinances and Regulations: All local, municipal, and state laws, and rules and regulations governing or relating to any portion of this work are hereby incorporated into and make a part of these specifications, and their provisions shall be carried out by the Contractor. Anything contained in these specifications shall not be construed to conflict with any of the above rules and regulations or requirements of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these specifications and drawings shall take precedence.

D. Explanation of Drawings:
   1. Due to the scale of drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such fittings, etc., as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting, and architectural features.
   2. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.
   3. The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should be

brought to the attention of the Licensed Irrigator immediately. In the event this notification is not performed, the Irrigation Contractor shall assume full responsibility for any revision necessary.

1.04 SUBMITTALS

A. Material List:
1. The Contractor shall furnish the articles, equipment, or processes specified by name in the drawings and specifications. No substitution will be allowed without prior written approval by the Licensed Irrigator.
2. Complete material list shall be submitted prior to performing any work. Material list shall include the manufacturer, model number, and description of all materials and equipment to be used.
3. Equipment or materials installed or furnished without prior approval of the Licensed Irrigator may be subject to rejection, and the Contractor required to remove such materials from the site at his own expense.
4. Approval of any item, alternate, or substitute indicates only that the product or products apparently meet the requirements of the drawings and specifications on the basis of the information or samples submitted.
5. Manufacturer's warranties shall not relieve the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

B. Record and As-Built Drawings:
1. The Contractor shall provide and keep an up-to-date and complete "as-built" record set of blue line ozalid prints which shall be corrected daily and show every change from the original drawings and specifications, the exact "as-built" locations, sizes, and kinds of equipment. Prints for these purposes may be obtained from the Licensed Irrigator at cost. This set of drawings shall be kept on the site and shall be used only as a record set.
2. These drawings shall also serve as work progress sheets and shall be the basis for measurement and payment for work completed. These drawings shall be available at all times for inspection and shall be kept in a location designated by the Licensed Irrigator. Should the record blue line as-built progress sheets not be available for review or not up-to-date at the time of any inspection (refer to Section 3.09 - Observation Schedule), it will be assumed no work has been completed and the Contractor will be assessed the cost of that site visit at the current billing rate of the Licensed Irrigator. No other observations shall take place prior to payment of that assessment.
3. The Contractor shall make neat and legible notations on the as-built progress sheets daily as the work proceeds, showing the work as actually installed. For example, should a piece of equipment be installed in a location that does not match the plan, the Contractor must indicate that equipment has been relocated in a graphic manner so as to match the original symbols as indicated in the irrigation legend. The relocated equipment and dimensions will then be transferred to the original as-built plan at the proper time.
4. Hand drawn: In lieu of electronically drawn, before the date of the final inspection, the Contractor shall transfer all information from the "as-built" prints to a sepia Mylar, or similar Mylar material, procured from the Licensed Irrigator. All work shall be in waterproof India ink and applied to the Mylar be a technical pen made expressly for use on Mylar material. Such pen shall be similar to those manufactured by Rapidograph, Kueffell & Esser, or Faber Castell. The dimensions shall be made so as to be easily readable, even on the final controller chart (see Section C). The original Mylar "as-built" plan shall be submitted to the Licensed Irrigator for approval prior to the making of the controller chart.
5. Electronically drawn: In lieu of hand drawn, before the date of the final inspection, the Contractor shall transfer all information from the "as-built" prints to an AutoCAD electronic file procured from the Licensed Irrigator. All work shall be documented on a unique and separate layer. The electronically

drawn "as-built" plan shall be submitted to the Licensed Irrigator for approval prior to the making of the controller chart.

6. The Contractor shall dimension from two (2) permanent points of reference - building corners, sidewalks, road intersections, etc. - the location of the following items:
   a. Connection to existing water lines
   b. Connection to existing electrical power
   c. Gate valves
   d. Routing of irrigation pressure lines (dimension maximum 100' along routing).
   e. Irrigation control valves.
   f. Routing of control wiring.
   g. Quick coupling valves.
   h. Road and sidewalk borings
   I. Other related equipment as directed by the Licensed Irrigator
7. On or before the date of the final inspection, the Contractor shall deliver the corrected and completed sepias to the Licensed Irrigator. Delivery of the sepias will not relieve the Contractor of the responsibility of furnishing required information that maybe omitted from the prints.

C. Controller Charts:
   1. As-built drawings shall be approved by the Licensed Irrigator before controller charts are prepared.
   2. Provide on (1) controller chart for each controller supplied.
   3. The chart shall show the area controlled by the automatic controller and any area under a manual irrigation. The chart shall be the maximum size which the controller door will allow.
   4. The chart is to be a reduced drawing of the actual as-built system. However, in the event the controller sequence is not legible when the drawing(s) is reduced, it shall be enlarged to a size that will be readable when reduced.
   5. The chart shall be a black line print. A different color shall be used to indicate the area of coverage for each station.
   6. When completed and approved, the chart will be hermetically sealed between two (2) pieces of plastic, each piece being a minimum 10 mils thickness.
   7. These charts shall be completed and approved prior to final inspection of the irrigation system.

D. Operation and Maintenance Manuals:
   1. Prepare and deliver to the Licensed Irrigator within ten (10) calendar days prior to completion of construction, two (2) hard cover binders with three (3) rings containing the followings information:
      a. Index sheet stating Contractor's address and telephone number, list of equipment with name and addresses of local manufacturer's representative
      b. Catalog and parts sheets on every material and equipment installed under this contract.
      c. Guarantee statement.
      d. Complete operating and maintenance instructions on all major equipment, i.e. the automatic controller(s).
   2. In addition to the above mentioned maintenance manuals, provide the Licensed Irrigator with instructions for major equipment and show evidence, in writing, to the Licensed Irrigator at the conclusion of the project that this service has been rendered.

E. Equipment to be Furnished:
   1. Supply as a part of this Contract the following tools:
      a. Two (2) sets of special tools required for removing, disassembling and adjusting each type of irrigation head and valve supplied on this project.
      b. Two (2) four foot valve keys for operation of the ball and remote control valves.
      c. Two (2) keys for each automatic controller.

d. One (1) quick coupler key and matching hose swivel ell for every five (5), or fraction thereof, of each type of quick coupling valve installed.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Handling of PVC Pipe and Fittings: The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of PVC pipe and fittings. All PVC pipe shall be transported in a vehicle which allows the length of pipe to lie flat so as not to subject it to undue bending or concentrated external load at any point. Any section of pipe that has been damaged will be discarded and, if installed, shall be replaced with new piping.

1.06 SUBSTITUTIONS

A. If the Contractor wishes to substitute any equipment or materials for those equipment or materials listed on the drawings and specifications, he may do so by providing the following information to the Licensed Irrigator for approval:
   1. Provide a statement indicating the reason for making the substitution. Use a separate sheet of paper for each item to be substituted.
   2. Provide descriptive catalog literature, performance charts, and flow charts for each item to be substituted.
   3. Provide the amount of cost savings if the substituted item is approved.

B. The Licensed Irrigator shall have the sole responsibility in accepting or rejecting any substituted item as an approved equal to those equipment and materials listed on the irrigation drawings and specifications

1.07 GUARANTEE

A. The guarantee for the planting irrigation system shall be made in accordance with the attached form. The general conditions and supplementary conditions of these specifications shall be filed with the Owner and the Licensed Irrigator prior to acceptance of the irrigation system.

B. A copy of the guarantee form shall be included in the operations and maintenance manual.

C. The guarantee form shall be re-typed onto the Contractor's letterhead and contain the following information:

GUARANTEE FOR PLANTING IRRIGATION SYSTEM

We hereby guarantee that the planting irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear and unusual abuse, or neglect excepted. We agree to repair or replace any defects in material or workmanship which may develop to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the Owner. We shall make such repairs or replacements within a reasonable time, as determined by the Owner, after receipt of written notice. In the event of our failure to make such repairs or replacement within a reasonable time after receipt of written notice from the Owner, we authorize the Owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT: _____

LOCATION: _____

_____

SIGNED: _____

COMPANY: _____

ADDRESS: _____

_____

_____

PHONE:(_____) _____ -- _____

DATE OF ACCEPTANCE:_____ / _____ / _____

PART 2 -- PRODUCTS

2.01 MATERIALS

A. General: Use only new materials of brands and types noted on drawings, specified herein, or approved equals.

B. PVC pressure main line pipe and fittings:
1. Pressure main line piping for sizes 3" and larger shall be PVC Class 200 with o-ring gasket joints.
2. Pressure main line piping for sizes 2 1/2" and smaller shall be PVC Class 200 with solvent welded joints.
3. Pipe shall be make from NSF approved Type I, Grade II PVC compound conforming to ASTM resin specification D1784. All pipes must meet requirements as set forth in Federal Specification PS-22-70.
4. PVC solvent-weld fittings shall be Schedule 40, 1-2, II-I NSF approved conforming to ASTM test procedure D2466.
5. Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of type and installation methods prescribed by the manufacturer.
6. All PVC pipe must bear the following markings:
   a. Manufacturer's name
   b. Nominal pipe size
   c. Schedule or class
   d. Pressure rating in P.S.I.
   e. NSF (National Sanitation Foundation) approval
   f. Date of extrusion
7. All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable I.P.S. schedule and NSF seal of approval.

C. PVC Non-Pressure Lateral Line Piping:
1. Non-pressure buried lateral line piping shall be PVC class 200 with solvent-weld joints.
2. Pipe shall be made from NSF approved, Type I, Grade II PVC compound to ASTM resin specification D1784. All pipes must meet requirements set forth in Federal Specification PS-22-70 with an appropriate standard dimension ratio.
3. Except as noted in paragraphs 1 and 2 of Section 2.01B, all requirements for non-pressure lateral line pipe and fittings shall be the same as for solvent-weld pressure main line pipe and fittings as set forth in Section 2.01B of these specifications.

D. Copper Piping and Fittings:
1. Copper piping shall be type "K" hard-drawn with "sweat" type fittings.
2. Pipe and fittings shall be assembled with 50/50 soft solder and non-erosive flux. Solder shall take up capillary action and joints shall be made tight without build-up head.
3. Pipe ends shall be squared, reamed to remove burrs, and cleaned bright with fine sandpaper and steel wool.

E. Ball Valves:
1. Ball valves shall be similar to those manufactured by Lasco, or approved equal, with threaded ends and equipped with a hand lever.
2. All ball valves shall be installed per installation detail and the manufacturer's recommendations.

F. Gate Valves:

1. Gate valves shall be manufactured out of bronze, pressure rated to 125 psi WSP, 200 psi WOG nonshock. Valves shall be resistant to rust and moderate atmospheric corrosion. Valves shall be the same size as the mainline. Valve shall have threaded IPS bonnet and non-rising stem, with female threaded inlets and equipped with a "Sure Grip" type handle. Similar to those manufactured by Watts Regulator Company Series GV, or approved equal.
2. All gate valves shall be installed per the manufacturer's recommendations.

G. Quick Coupling Valves: Quick coupling valves shall have a brass two-piece body designed for working pressure of 150 p.s.i. operable with quick coupler. Key size and type shall be as shown on the plans.

H. Backflow Prevention Units:
1. Backflow prevention units shall be of size and type indicated on the drawings. Install backflow prevention units in accordance with irrigation construction details.
2. Wye strainers at backflow prevention units shall have a bronzed, screwed body with 60 mesh monel screen and shall be similar to Bailey #100B, or approved equal.

I. Automatic Drain Valves:
1. Automatic drain valves shall be plunger type, duty virgin PVC construction, with small thread inlet.
2. Drain valve shall be installed at an angle of 30 to 45 degrees horizontal, in a direction to facilitate pipe drainage.
3. Provide sump pit for drainage.

J. Control Wiring:
1. Connections between the automatic controllers and the electric control valves shall be made with direct burial copper wire, AWG-U.F. 600 volt.
2. Pilot wires shall be a different color wire for each automatic controller.
3. Common wires shall be white with a different color stripe for each automatic controller.
4. Install in accordance with valve manufacturer's specifications and wire chart. In no case shall the wire size be less than #14 gauge.
5. Wiring shall occupy the same trench and shall be installed along the same route as pressure supply or lateral lines wherever possible.
6. Where more than one (1) wire in placed in a trench, the wiring shall be taped together at intervals of ten (10) feet.
7. An expansion curl shall be provided within three (3) feet of each wire connection. Expansion curl shall be of sufficient length at each splice connection at each electric remote control valve, so that in case of repair, the valve bonnet may be brought to the surface without disconnecting the control wires. Control wires shall be laid loosely in the trench without stress or stretching of control wire conductors.
8. All splices shall be made with Scotch-Lok #3576 Connector Sealing Packs, Rain Bird Snap-Tite wire connector, or approved equal. Use one (1) splice per connector sealing pack.
9. Field splices between the automatic controller and electrical control valves will not be allowed without prior approval of the Licensed Irrigator. All approved field splices shall be placed in a Control Valve Box and labeled appropriately.

K. Automatic Controllers:
1. Automatic controllers shall be of size and type shown on the plans.
2. Final location of the automatic controller shall be furnished by others.
3. Unless otherwise noted on the plans, the 120 volt electrical power to each automatic controller location shall be furnished by others. The final electrical hook-up shall be the responsibility of others.

L. Electrical Control Valves:

1. All electric control valves shall be the same manufacture as the automatic controller.
2. All electric control valves shall have a manual flow adjustment.
3. Furnish and install one (1) control valve box for each electric control valve.

M. Control Valve Boxes:
1. Use 10" round box for all field splices, Oldcastle Enclosure Solutions Model 910 with green cover, or approved equal. Extension sleeves shall be 6" PVC minimum size.
2. Use 14" X 19" standard rectangular box for all gate valves and quick coupler valves, Oldcastle Enclosure Solutions Model 1419 with green, "Drop-N-Lock" lid cover, or approved equal. Extension sleeves shall be 6" PVC minimum size.
3. Use 13" X 24" jumbo rectangular box for all electric control valves, Oldcastle Enclosure Solutions Model 1324 with green, "Drop-N-Lock" lid cover, or approved equal. Extension sleeves shall be 6" PVC minimum size.

N. Irrigation Heads:
1. All irrigation heads shall be of the same size, type, and deliver the same rate of precipitation with the diameter (or radius) of throw, pressure, and discharge as shown on the drawings, or specified in these special provisions.
2. Spray heads shall have a screw adjustment.
3. Riser units shall be fabricated in accordance with the details shown on the plans.
4. Riser nipples for all irrigation heads shall be the same size as the riser opening in the irrigation body.
5. All irrigation heads of the same type shall be of the same manufacture.

PART 3 -- EXECUTION

3.01 INSPECTION

A. Site Conditions:
1. All scaled dimensions are approximate. The Contractor shall check and verify all size dimensions and receive the Licensed Irrigator's approval prior to proceeding with work under this section.
2. Exercise extreme care in excavating and working near existing utilities. The Contractor shall be responsible for damages to utilities which are caused by his operations or neglect. Check existing utilities drawings for existing utility locations.
3. Coordinate installation of planting irrigation materials including pipe, so there shall be NO interference with utilities or other construction or difficulty in planting trees, shrubs, and ground covers.
4. The Contractor shall carefully check all grades to satisfy himself that he may safely proceed before starting work on the planting irrigation system.

3.02 PREPARATION

A. Physical Layout:
1. Prior to installation, the Contractor shall stake out all pressure supply lines, routing and location of irrigation heads.
2. All layout shall be approved by the Licensed Irrigator prior to installation.

B. Water Supply:
1. Planting irrigation system shall be connected to water supply points of connection as indicated on the drawings.
2. Connections shall be made at approximate locations as shown on the drawings. The Contractor is responsible for minor changes caused by actual site conditions.

3. The point of connection shall be as shown on the drawings and shall be furnished by the Contractor, unless otherwise specified.

C. Electrical Supply:
1. Electrical connections for the automatic controller shall be made to electrical points of connection as indicated on the drawings.
2. Connections shall be made at approximate locations, as shown on the drawings. The Contractor is responsible for minor changes caused by actual site conditions.

3.03 INSTALLATION

A. Trenching:
1. All trenches shall be installed prior to topsoil application.
2. Dig trenches straight and support pipe continuously on bottom of trench. Lay pipe to an even grade. Trenching excavation shall follow layout indicated on the drawings, and as noted.
3. Provide for a minimum of eighteen (18) inches cover for all pressure supply lines.
4. Provide for a minimum cover of twelve (12) inches for all non-pressure lines.
5. Provide for a minimum cover of eighteen (18) inches for all control wiring.

B. Backfilling:
1. Trenches shall be backfilled with sand (a layer of six [6] inches below the pipe and three [3] inches above the pipe) and compacted in layers to 95% standard proctor, using manual or mechanical tamping devices.
2. The trenches shall be backfilled a maximum of 50% with all joints exposed until all required tests are performed. Trenches shall be carefully backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand, or other approved materials, free from clods of earth or stones larger than one-half (1/2) inch. Backfill shall be mechanically compacted landscaped areas to a dry density equal to adjacent undisturbed soil in planting areas. Backfill will conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities.
3. A fine granular material backfill will be initially placed on all lines. No foreign matter larger than one-half (1/2) inch in size will be permitted in the initial backfill.
4. Flooding of trenches will be permitted only with approval of the Licensed Irrigator.
5. If settlement occurs and subsequent adjustments in pipe, valves, irrigation heads, lawn or planting, or other construction are necessary, the Contractor shall make all required adjustments without cost to the Owner.

C. Trenching and Backfill Under Paving:
1. Trenches located under areas where paving, asphaltic concrete or concrete, will be installed shall be backfilled with sand (a layer of six [6] inches below the pipe and three [3] inches above the pipe) and compacted in layers to 95% standard proctor, using manual or mechanical tamping devices. Trenches for piping shall be compacted to equal the compaction of the existing adjacent undisturbed soil and shall be left in a firm, unyielding condition. All trenches shall be left flush with the adjoining grade. The Contractor shall set in place, cap, and pressure test all piping under paving prior to the paving work.
2. Generally piping under existing walks is done by jacking, boring, or hydraulic driving, but where any cutting or breaking of sidewalks or concrete is necessary, it shall be done and replaced by the Contractor as part of the contract cost, to the satisfaction of the Construction Manager. Permission to cut or break sidewalks or concrete shall be obtained from the Construction Manager. NO hydraulic driving will be permitted under concrete paving.

3. Provide for a minimum cover of eighteen (18) inches between the top of the pipe and the bottom of the aggregate base for all pressure and non-pressure piping installed under asphaltic concrete paving.

D. Assemblies:
   1. Routing of planting irrigation lines as indicated on the drawings is diagrammatic. Install lines (and various assemblies) in such a manner as to conform to the details per plans.
   2. Install NO multiple assemblies in plastic lines. Provide each assembly with its own outlet.
   3. Install all assemblies specified herein in accordance with the respective detail. In the absence of detail drawings or specifications pertaining to specific items required to complete the work, perform such work in accordance with the best standard practice, with the approval of the Licensed Irrigator.
   4. PVC pipe and fittings shall be thoroughly cleaned of dirt, dust, and moisture before the installation. Installation and solvent welding methods shall be as recommended by the pipe and fitting manufacturer.
   5. On PVC to metal connections, the Contractor shall work the metal connections first. Teflon tape, or approved equal, shall be used on all threaded PVC to PVC, and on all threaded PVC to metal joints. Light wrench pressure is all that is required. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded.

E. Line Clearance: All lines shall have a minimum clearance of six (6) inches from each other and from lines of other trades. Parallel lines shall not be installed directly over one another.

F. Automatic Controller: Install the automatic controller(s) in accordance with the manufacturer's instructions. Remote control valves shall be connected to the controller in the numerical sequence as shown on the drawings.

G. High Voltage Wiring for Automatic Controller:
   1. 120 volt electrical service for the automatic controller shall be the responsibility of the Contractor. The Contractor shall be responsible for permitting and getting the electrical utility service company to install the appropriate electrical service and meter base necessary to operate each automatic controller. The final location of the electrical meter base shall be approved by the Licensed Irrigator.
   2. 120 volt electrical service connection to the automatic controller shall be provided by the Contractor.
   3. All electrical work shall conform to local codes, ordinances, and union authorities having jurisdiction.

H. Remote Control Valves: Install remote control valves where shown on the drawings and per the detail. When valves are grouped together, allow at least thirty-six (36) inches between valves. Install each remote control valve in a separate valve box. Each valve number (per the drawings) shall be stenciled on the valve box lid with exterior paint. Paint color shall be flat black. Stencil number size shall be 3" in height.

I. Gate Valves: Install gate valves where shown on the drawings. When valves are grouped together, allow at least thirty-six (36) inches between valves. Install each gate valve in a separate valve box. Each gate valve shall have stenciled on the valve box lid, "GV" with exterior paint. Paint color shall be flat black. Stencil letter size shall be 3" in height.

J. Ball Valves: Install ball valves where shown on the drawings and per the detail. When valves are grouped together, allow at least thirty-six (36) inches between valves. Install each ball valve in a separate valve box. Each ball valve shall have stenciled on the valve box lid, "BV" with exterior paint. Paint color shall be flat black. Stencil letter size shall be 3" in height.

K. Quick Coupler Valves: Install where shown on the drawings and per the detail. Install each quick coupler valve in a separate valve box. Each quick coupler valve shall have stenciled on the valve box lid, "QC" with exterior paint. Paint color shall be flat black. Stencil letter size shall be 3" in height.

L. Flushing of the System:
1. After all new irrigation pipe lines and risers are in place and connected, all necessary diversion work has been completed, and prior to installation of the irrigation heads, the control valves shall be opened and full head of water used to flush out the system.
2. Irrigation heads shall be installed only after flushing of the system has been accomplished to the complete satisfaction of the Licensed Irrigator.

M. Irrigation Heads:
1. Install the irrigation heads as designated on the drawings. Irrigation heads to be installed in this work shall be equivalent in all respects to those itemized.
2. Spacing of heads shall not exceed the maximum indicated on the drawings. In NO case shall the spacing exceed the maximum recommended by the manufacturer.

N. Field Splices: Install field splices of control valve wiring in a valve box (see Section 2.01 L.1). Each field splice valve box lid shall have stenciled "Field Splice" on it with exterior paint. Paint color shall be flat black. Stencil letter shall be 3" in height.

3.04 TEMPORARY REPAIRS

The Owner reserves the right to make temporary repairs as necessary to keep the irrigation system equipment in operating condition. The exercise of this right by the Owner shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

3.05 FIELD QUALITY CONTROL

A. Adjustment of the System:
1. The Contractor shall flush and adjust all irrigation heads for optimum performance and to prevent overspray onto walks, roadways, and buildings as much as possible.
2. If it is determined by the Licensed Irrigator that adjustments in the irrigation equipment will provide proper and more adequate coverage, the Contractor shall make such adjustments prior to planting. Adjustments may also include changes in nozzle sizes and degrees of arc as required.
3. Lowering raised irrigation heads by the Contractor shall be accomplished within ten (10) calendar days after notification by the Licensed Irrigator.
4. All irrigation heads shall be set perpendicular to finished grades unless otherwise designated on the drawings.

B. Testing of Irrigation System:
1. The Contractor shall request the presence of the Licensed Irrigator, in writing, at least 24 hours in advance of the testing.
2. Test all pressure lines under hydrostatic pressure of 150 pounds per square inch, and prove watertight. Note that the testing of pressure main lines shall occur prior to installation of the electric remote control valves.
3. All piping under paved areas shall be tested under hydrostatic pressured of 150 pounds per square inch, and proved watertight, prior to paving.
4. Sustain pressure in lines for not less than four (4) hours. If leaks develop, replace joints and repeat the test until the entire system is proven watertight.

5. All hydrostatic tests shall be made only in the presence of the Licensed Irrigator. NO pipe shall be completely backfilled until it has been inspected, tested, and approved in writing.
6. Furnish necessary force pump and all other test equipment.
7. When the planting irrigation system is completed, perform a coverage test in the presence of the Licensed Irrigator, to determine if the water coverage for planting areas is complete and adequate. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from plans, or where the system has been willfully installed, as indicated on the drawings, when it is obviously inadequate, without bringing this to the attention of the Licensed Irrigator. This test shall be accomplished before any ground cover is planted.
8. Upon completion of each phase of work, the entire system shall be tested and adjusted to meet site requirements.

3.06 MAINTENANCE

A. The entire planting irrigation system shall be under full automatic operation for a period of seven (7) calendar days prior to any planting.
B. The Licensed Irrigator reserves the right to waive or shorten the operation period.

3.07 CLEAN-UP

Clean-up shall be made daily as each portion of the work progresses. Refuse and excess dirt shall be removed, all walks and paving shall be broomed or washed down, and any damage sustained on the work of others shall be repaired to the original condition.

3.08 FINAL OBSERVATION PRIOR TO ACCEPTANCE

A. The Contractor shall operate each system in its entirety for the Licensed Irrigator, at the time of the final observation. Any items deemed not acceptable by the Licensed Irrigator shall be re-worked to the complete satisfaction of the Licensed Irrigator.
B. The Contractor shall show evidence to the Licensed Irrigator that the Owner has received all accessories, charts, record drawings, and equipment as required before final inspection can occur.

3.09 OBSERVATION SCHEDULE

A. The Contractor shall be responsible for notifying the Licensed Irrigator, in advance, for the following observation meetings, according to the time indicated:
   1. Pre-Job Conference - 7 days.
   2. Pressure supply line installation & testing - 48 hours
   3. Automatic controller installation - 48 hours
   4. Control wire installation - 48 hours
   5. Lateral line and irrigation installation - 48 hours
   6. Coverage test - 48 hours
   7. Final inspection - 7 days

B. When observations have been conducted by other than the Licensed Irrigator, show evidence, in writing, of when and by whom these observations were made.

C. NO site observations will commence without as-built drawings. In the event the Contractor calls for a site visit without as-built drawings, without completing previously noted corrections, or without preparing the system for the said visit, he shall be responsible for reimbursing the Licensed Irrigator at his current billing

rates per hour, portal to portal (plus transportation costs) for the inconvenience. NO further site visits will be scheduled until this charge has been paid and received.

END OF SECTION 328400

SPECIAL SPECIFICATION

SECTION 329100

SOILS

PART 1 - GENERAL

1.1 SCOPE

A. This Section specifies all soil materials designated as "Planting Mix", on the drawings or in the Specifications.

1.2 REFERENCES

A. Related Work Specified elsewhere
   1. Section 329200 – Turf and Grasses

1.3 SUMMARY

A. Section Includes
   1. Improved Top Soil
   2. Turf Soil

1.4 DEFINITIONS

A. CFR: Code of Federal Regulations

B. Clopyralid: Herbicide used to control broadleaf weed.

C. Compost: a stable humus material created by combining organic wastes (e.g. yard trimmings, food wastes, manures) in proper ratios into piles, rows, or vessels; controlling temperature, moisture and oxygen to achieve accelerated decomposition; and adding bulking agents (e.g. wood chips), as necessary, to provide air space; allowing the finished material to fully stabilize and mature through a curing period.

D. pH: A measure of the soil acidity or Soil alkalinity. An acid solution has a pH value less than 7, while a basic solution always has a pH larger than 7. The pH can affect the availability of nutrients in the soil.

E. pH Balanced Compost: A combination of fully composted cotton burrs and local landscape trimmings such as grass, leaves and brush. Has a balanced pH between 5.5-6.5 and a Solvita® Compost Maturity Index Value of 7 or higher; and adds an average of 1.44 pounds of (N) Nitrogen, .22 pounds of (P) Phosphorus and .9 pounds of (K) Potassium.

F. Picloram: Herbicide used to control woody plant material such as trees and shrubs.

G. Professional Compost: A combination of fully composted landscape trimmings such as grass, leaves, brush, and wood chips. Has a Solvita® Compost Maturity Index Value of 7 or higher; and adds an average of 1.1 pounds of (N) Nitrogen, .13 pounds of (P) Phosphorus and .8 pounds of (K) Potassium.

H. Solvita® Maturity Test: A diagnostic test that measures the amount of Carbon Dioxide and Ammonia present in compost.

I. Screened Planting Soil: Very fine existing, native surface topsoil screened to keep soils open.

J. Screened Sharp Sand: Deep sand that is excavated from a minimum of 20 feet below ground level, minimizing the chances of nut sedge and traces of other noxious weed and grass seed, screened to keep sand open.

K. Topsoil: naturally produced and harvested soil from the A horizon or upper layers or the soil as further defined in this specification.

GC.01

L. TCEQ: Texas Commission on Environmental Quality

M. Washed Concrete Sand: Coarse sand that has been washed clean of clay, silt, and weed seed, and has been screened for consistency.

1.5 SUBMITTALS

A. Submittal to be sent to Owner for approval 30 days before purchasing and delivery to site.

B. Product Data: For each type of product indicated.

C. Product Certificates: Showing soil analysis from a qualified soil-testing laboratory.

D. Samples: To be submitted with the following conditions and items
   1. Representative samples of material shall be provided to the Owner from the supply source.
   2. 1 gallon of material to be provided in a clear, re-sealable, plastic bag.
   3. Product Certificate

1.6 QUALITY ASSURANCE

A. Soil Analysis: For each soil type, furnish soil analysis and a written report by a qualified soil test laboratory.
   1. The soil-testing laboratory shall oversee soil sampling
   2. Report suitability of tested soil for plant growth.
      a. Recommendations for nitrogen, phosphorus, and potassium and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
      b. Report presence of problem salts, minerals, or heavy metals; if present, provide additional recommendations for corrective actions.

B. Soil Testing Laboratory: Subject to compliance with requirements, Laboratories that may be incorporated into the work include, but are not limited to:
   1. New Earth Compost: Katy, Texas at (281) 574-0316

1.7 DELIVERY

A. Do not dump or store materials near structures, utilities, walkways and pavements, or on existing turf areas or plants

B. Provide erosion-control measures to prevent erosion or displacement of materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways

C. Accompany each delivery of material with appropriate certificates.

PART 2 – PRODUCTS

2.1 MANUFACTURES

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the work include, but are not limited to:
   1. Soil Building Systems
   2. Living Earth Technology

2.2 IMPROVED TOP SOIL

A. A pre-mixed soil created as a low-level organic planting medium to provide maximum plant growing results, without significant settling over time.

B. pH: 7.5 – 8.7

C. Particle Sizes: 98.5% pass through a ½" screen. 99% will pass through a ¾" screen.

D. Color: Light to medium brown.

E. Weight: 2000 – 2200 lbs. per cubic yard

F. Free of: Contains no treated or used lumber, pine bark, man made chemicals, raw manure, or spent mushroom compost waste. Also, there are not trace elements of the herbicides Clopyralid or Picloram.

G. Composition Ratios: 25% Professional Compost, 25% Screened Planting Soil, and 25% Screened Sharp Sand

2.3 TURF SOIL

A. A very loose textured soil created to settle minimally over time with an exceptional percolation capacity, yet will retain enough moisture to adequately supply the vegetation.

B. pH: 7.4 – 8.3

C. Particle Sizes: 98.5% pass through a ½" screen. 99% will pass through a ¾" screen.

D. Color: Medium Tan.

E. Weight: 2000 – 2200 lbs. per cubic yard

F. Free of: Contains no treated or used lumber, pine bark, man made chemicals, raw manure, or spent mushroom compost waste.

G. Composition Ratios: 25% pH Balanced Compost, 75% Washed Concrete Sand.

2.4 ADDITONAL SOIL INFORMATION

A. Meet or exceed the time and temperature standards set in TCEQ., Chapter 332, Subchapter B, Part 23.

B. Meet federal Specifications under guidelines of 40 CFR, Part 503, Standards for Class A Bio-solids.

C. Have a high concentration of aerobic composted organic matter as determined by ASTM D-5268 at 824°F.

PART 3 – EXECUTION

3.1 GENERAL

A. This part shall include the placing of all specified soil at the locations and elevations as shown.

B. Soil mixes shall be mixed in proportions as specified for each soil mix. Thoroughly blend mix to a consistency relatively free of clods, at depth specified or as indicated on drawings.

C. Use an extensive aerobic composting process that includes
1. Scheduled turns with a minimum of 5 turns.
2. Completely composted for a minimum of 6 to 12 months

D. The work performed herewith, shall conform in every respect to the Contract Documents, the applicable local ordinances and sanitary codes, the regulations of the State Health Department, the regulations of the Occupational Safety and Hazardous Administration (OSHA) and the regulations of the Environmental Protection Agency (EPA). In the event that the contract documents do not adequately specify materials, methods of construction or workmanship of any potion of the proposed work, the Standards of the Trade shall govern.

3.2 CLEANING, REMOVAL, AND REPAIR

A. Promptly remove materials spilled on pavement adjacent to plant areas. Repair existing lawns damaged by operations under this contract. Repair shall include finish grading and seeding, or turf, as required to match existing grade and lawn, and maintenance of repaired areas.

B. Waste or excess material to placed or disposed of as directed by OWNER.

PART 4 – MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. Soil for the work shown on the plans shall be measured by the square yard.

4.2 PAYMENT

A. The accepted quantities of Soil shall be paid for at the unit bid price per square yard of specified depth.

B. The unit bid price shall be full compensation for furnishing, hauling, and mixing soils; and for all equipment and incidentals necessary to complete work.

C. The preceding provisions for payment shall not be interpreted to provide payment for soil used for backfill operations or other soils needed to complete construction for which provision is otherwise made in the contract.

END OF SECTION 329100

SPECIAL SPECIFICATION

SECTION 329200

TURF AND GRASSES

PART 5 - GENERAL

5.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

5.2 SUMMARY

A. This Section includes the following:
   1. Soil Preparation
   2. Seeding
   3. Maintenance

B. Related Sections include the following:
   1. Section 329100: “Soils”
   2. Section 329300: “Plants”

5.3 CONTRACT DOCUMENTS

A. Shall consist of specifications and general conditions and the construction drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

5.4 VERIFICATION

A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the Owner’s Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner’s Representative.

B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

5.5 PROTECTION OF WORK, PROPERTY AND PERSON

A. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

5.6 CHANGES IN THE WORK

A. The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.

B. All changes in the work, notifications and contractor's request for information (RFI) shall conform to the contract general condition requirements.

5.7 DEFINITIONS

A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.

B. Finish Grade: Elevation of finished surface of planting soil.

C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils with stabilized organic soil amendments to produce topsoil or planting soil.

D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

F. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

G. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

H. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

I. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

5.8 SUBMITTALS

A. See contract general conditions for policy and procedure related to submittals.

B. Product data: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal eight weeks before the installation of turf and grasses. Samples: Submit samples of each product and material where required by the specification to the Landscape Architect for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other requirements is the exclusive responsibility of the Contractor.

C. Qualification Data: For Landscape Contractor. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

D. Certification of grass seed: From seed vendor for each grass-seed stating the botanical and common name and percentage by weight of each species and variety, and percentage of PLS (Pure Live Seed), germination, and weed seed. Include the year of production and date of packaging.
   1. Certification of each seed mixture for turfgrass and seed. Include identification of source and name and telephone number of supplier.

E. Product Certificates: For soil amendments from manufacturer. Qualification Data: For landscape Installer.

F. Material Test Reports: For standardized ASTM D 5268 topsoil, existing native surface topsoil, existing in-place surface soil, and imported or manufactured topsoil. Planting Schedule: Indicating anticipated planting dates for each type of planting.

G. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf and grasses during a calendar year. Submit before expiration of required initial maintenance periods.

5.9 OBSERVATION OF THE WORK

A. The Landscape Architect may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.

B. The Landscape Architect shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The Landscape Architect shall be afforded sufficient time to schedule visit to the site. Failure of the Landscape Architect to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.
   1. SITE CONDITIONS PRIOR TO THE START OF PLANTING: review the soil and drainage conditions.
   2. TURF AND SEED QUALITY: Review of turf and seed quality at the time of delivery and prior to installation/
   3. COMPLETION OF THE TURF AND SEEDING INSTALLATION: Review the completed installation.

5.10 QUALITY ASSURANCE

A. Contractor’s Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.

B. Installer Qualifications: The installer shall be a firm having at least 5 years of successful experience of a scope similar to that required for the work, including the handling and planting of large areas of turf and seeding in urban areas. The same firm shall install top soil and swale soil (where applicable).
   1. Installer Field Supervision: When any planting work is in progress, installer shall maintain, on site, a full-time supervisor who can communicate in English with the Owner’s Representative.

2. Installer's field supervisor shall have a minimum of five years experience as a field supervisor installing plants and trees of the quality and scale of the proposed project and can communicate in English with the Owner's Representative.
3. The installer's crew shall have a minimum of 3 years experienced in the installation of Planting Soil, Plantings, and Irrigation (where applicable) and interpretation of soil plans, planting plans and irrigation plans.
4. Submit references of past projects, employee training certifications that support that the Contractors meets all of the above installer qualifications and applicable licensures.

C. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

D. Soil Analysis: Furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of the soil.
1. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Landscape Architect. A minimum of four (4) representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
2. Report suitability of tested soil for turf growth.
    a. Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. (92.9 sq. m) or volume per cu. yd. (0.76 cu. m)
    b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.
3. Notify Landscape Architect of sources of planting materials minimum seven (10) days in advance of delivery to site.

5.11 SITE CONDITIONS

A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion

B. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Landscape Architect, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.
1. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the Landscape Architect in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the Landscape Architect of such conditions, he/she shall remain responsible for plant material under the warranty clause of the specifications.

C. It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified plants will be in conflict with these conditions. Report any potential conflicts, in writing, to the Landscape Architect.

D. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field

measurements before proceeding with planting work.

E. Interruption of Existing Services or Utilities: Do not interrupt services or utilities to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary services or utilities according to requirements indicated:
   1. Notify Construction Manager and Owner no fewer than three days in advance of proposed interruption of each service or utility.
   2. Do not proceed with interruption of services or utilities without Construction Manager's or Owner's written permission.

F. Planting Restrictions: Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

G. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

H. Coordination with planting of trees, shrubs and groundcover areas:

5.12 WARRANTY

A. Warrant turf and grasses and workmanship for the warranty period indicated, against defects, poor health, unsatisfactory growth, and death, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner or Owner's Maintenance Contractor or incidents that are beyond Contractor's control.
   1. Warranty period: Twelve (12) months from date of 90% germination.
   2. Include the following remedial actions as a minimum:
      a. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
      b. Provide extended warranty for period equal to original warranty period, for replaced plant material.

5.13 DELIVERY, STORAGE, AND HANDLING

A. Seed: Deliver seed in original sealed, labeled, and undamaged containers showing weight, analysis, and name of manufacturer. Store in a manner to prevent wetting and deterioration.

B. Sod:
   1. Digging Sod
      a. Do not dig sod at the nursery or other approved source until ready to transport sod to the project site or approved storage location.
      b. Before stripping, sod shall be mowed at a uniform height of 2".
      c. Cut sod to specified thickness and to standard width and length desired.
   2. Transporting Sod
      a. Sod transported to the Project in open vehicles shall be covered with tarps or other suitable covers securely fastened to the body of the vehicle to prevent injury to the sod. Closed

vehicles shall be adequately ventilated to prevent overheating of the sod. Evidence of inadequate protection against drying out in transit shall be cause for rejection.

b. Sod shall be kept moist, fresh, and protected at all times. Such protection shall encompass the entire period during which the sod is in transit, being handled, or in temporary storage.
c. Upon arrival at the temporary storage location or the site of the work, sod shall be inspected for proper shipping procedures. Should the roots be dried out, the Landscape Architect will reject the sod. When sod has been rejected, the Contractor shall remove it at once from the area of the work and replace it.
d. Unless otherwise authorized by the Landscape Architect, the Contractor shall notify the Landscape Architect at least 48 hours in advance of the anticipated delivery date of sod. A legible copy of the invoice, showing species and variety of sod included for each shipment shall be submitted to the Landscape Architect. Certificate of Inspection when required must accompany each sod shipment.

2. Transporting Sod
   a. Sod transported to the Project in open vehicles shall be covered with tarps or other suitable covers securely fastened to the body of the vehicle to prevent injury to the sod. Closed vehicles shall be adequately ventilated to prevent overheating of the sod. Evidence of inadequate protection against drying out in transit shall be cause for rejection.
3. Handling and Storage of Sod
   a. No sod shall remain in temporary storage over 30 hours.
   b. Sod shall be kept moist and shall be stored in a compact group to prevent drying out or freezing.
   c. Contractor shall take extreme care in the handling of sod material to avoid breaking or tearing strips. Sod that has been damaged by poor handling may be rejected by the Landscape Architect.

5.14 SCHEDULING

A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance until date of Substantial Completion.
   1. Spring Planting: between March 15 – May 1
   2. Fall Planting: between August 15 – November 1

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

5.15 MAINTENANCE

A. Initial Turf and Seed Grasses Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable grass is established but for not less than the following periods:

   1. Seeded Turf: 60 days from date of Substantial Completion.
      a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.
      b. Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable grasses is established, but for not less than 40 days after Substantial Completion.
   2. Sodded Turf: 60 days from Substantial Completion.

PART 6 - PRODUCTS

6.1 MATERIALS

A. All materials shall be of standard, approved, and first-grade quality and shall be in prime condition when installed and accepted. Any commercially processed or packaged material shall be delivered to the site in the original, unopened container bearing the manufacturer's guaranteed analysis. The Contractor shall supply the Engineer with a sample of all supplied materials accompanied by analytical compliance or bearing the manufacturer's guaranteed analysis.

GC.02

B. Sod Fertilizer:

GC.03 Fertilizer shall consist of the following percentages by weight, unless otherwise noted in a project Soils Report, and shall be mixed by a commercial fertilizer supplier:

GC.04 10% Nitrogen
GC.05 20% Phosphoric Acid
GC.06 10% Potash
GC.07

C. Hydromulch Fertilizer:

Ammonium Phosphate which shall consist of the following percentages by weight, shall be mixed by a commercial fertilizer supplier, and shall be water soluble:

16% Nitrogen
8% Phosphoric Acid
8% Potash

D. Plant Material:

GC.08

GC.09 1. Plants shall be in accordance with the Texas State Department of Agriculture's Regulation for nursery inspections, rules, and ratings. Any plants rendered unsuitable for planting because of an inspection will be considered as samples and will be provided at the expense of the Contractor.

2. All plants not conforming to the requirements herein specified, shall be considered defective and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of the work and replaced with new plants at the Contractor's expense. The plants shall be of the species, variety, size, and conditions specified herein. Under no conditions will there be any substitutions of plants or sizes listed on the accompanying plans, except with the expressed, written consent of the Engineer.

3. Plant material shall be true to botanical and common name and variety as specified in the "American Standard of Nursery Stock Editions" and "Standardized Plant Names".

4. Substitute plant material will not be permitted unless specifically approved, in writing, by the Engineer.

5. Sod:
   a. All sod used shall be true to the turf species specified herein and shall be accompanied with signed copies of a statement from the vendor certifying that sod is as specified, and is in accordance with any State of Texas Agricultural Code and is equal to or better than the requirements of these specifications.
   b. Turfgrass Species: TifTuff Bermudagrass (Cynodon dactylon)
   c. Sod shall be certified and of species indicated on the plans. Turf grass shall be nursery grown on cultivated mineral agricultural soils. Sod shall have been mowed regularly and

carefully, and otherwise maintained according to standard horticultural practices for the project locale from planting to harvest.

d. Sod shall be weed-free, disease and pest-free, and solid.
e. Sod shall have a minimum of three-quarters (3/4) of an inch of soil, containing the roots of the turf. Thickness of cut shall be to the supplier's standard width and length. Maximum allowable deviation from standard widths and lengths shall be plus or minus 1/2" on width and plus or minus 5% on length. Broken strips and torn or uneven ends will not be accepted.
f. Strength of Sod Strips: Sod strips shall be strong enough to support their own weight and retain their size and shape if suspended vertically when grasped in the upper 10% of the section.
g. Moisture Content: Sod shall not be harvested or transplanted when moisture content (excessively wet or dry) may adversely affect its survival.
h. Time Limitations: Sod shall be harvested, delivered, and transplanted within a 30 hour period unless a suitable preservation method is approved by the Landscape Architect prior to delivery. Sod not transplanted within this period shall be inspected and approved by the Landscape Architect prior to its installation.
i. Thatch: Sod shall be relatively free of thatch. A maximum on 1/2" (uncompressed) thatch will be permitted.
j. Diseases, Nematodes, and Insects: Sod shall be free of diseases, nematodes, and soil-borne insects.
k. Weeds: Sod shall be free of objectionable grassy and broadleaf weeds.

6. Seed:
   a. Seed shall be from the previous year's crop, not more than 12 months old at delivery. Seed Species: State-certified seed of grass species.
   b. All seed used shall be labeled and shall be furnished in sealed standard containers with signed copies of a statement from the vendor certifying that each container of seed delivered is fully labeled in accordance with the Texas State Agricultural Code and is equal to or better than the requirements of these specifications.
   b. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.
   c. Seed Species:
      1) All quantities are in PLS (pure live seed).
      2) Each species shall not exceed 0.1 % weed seed.
      3) Common Bermuda Grass: hybrid, high quality, extra fancy grade, hulled and treated, 98 percent purity and 85 percent germination.
      4) Detention area HCFCD grass mix: comprised by weight of:
         a) KY-31 Tall Fescue (15%),
         b) Hulled Common Bermuda (30%),
         c) Unhulled Common Bermuda (20%),
         d) Gulf Annual Ryegrass (15%), and
         e) Crimson Clover and Inoculant (20%)
   d. For establishing a permanent turfgrass during the period generally between June 15th and September 1st, seed shall be Bermuda, extra fancy, hulled, lawn type (*Cynodon dactylon*).
   e. For establishing a temporary turfgrass during the period, generally between September 1st and June 15th, seed shall be Perennial Rye, lawn type (*Lolium perenne*).

D. Hydromulch Fiber Mulch:

1. "Hydromulch" as manufactured by Conwed Fibers, 1985 Tate Blvd., Suite 350, Hickory, NC 28601, (704) 327-6670, or approved equal.

2. The hydromulch shall be composed of virgin wood cellulose fibers and contain no germination or growth-inhibiting factors. It shall have a consistent texture which disperses evenly and remain suspended in agitated water. It shall have a temporary green dye and the following property analysis:

   Moisture Content - 9.0% + 3% O.D. Basis
   Organic Matter - 99.2% + 0.8 %
   Ash Content - 0.8% + 0.2 %
   pH - 4.8% + 0.5%
   Water Holding Capacity (grams of H2O per 100 grams of fiber) - 1150 minimum

E. Hydromulching Additive (Binder):

1. Ecology "Control-M-Binder" organic seeding additive, or approved equal.

F. Water: Source furnished by the Contractor, cost and transport of water, as required, by the Contractor.

G. Soil Saver Netting: Jute mesh netting as manufactured by Ludlow, or approved equal.

6.2 TOP SOILS

A. Reference Special Specification 329100 and Landscape Planting Notes on the drawings.

6.3 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:

1. Class: T, with a minimum of 99 percent passing through No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through No. 60 (0.25-mm) sieve.
2. Class: O, with a minimum of 95 percent passing through No. 8 (2.36-mm) sieve and a minimum of 55 percent passing through No. 60 (0.25-mm) sieve.
3. Provide lime in form of ground dolomitic limestone, calcitic limestone, or approved equal.

B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through No. 40 (0.425-mm) sieve.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Aluminum Sulfate: Commercial grade, unadulterated. Perlite: Horticultural perlite, soil amendment grade.

E. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely g round with 90 percent passing through No. 50 (0.30-mm) sieve.

F. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

G. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.

H. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

6.4 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1/2-inch (12.5- mm) sieve; soluble salt content of 5 to 10 decisiemens/m; Carbon to Nitrogen ratio below 25:1, not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 60 percent of dry weight.
2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

B. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 l b/cu. f t. (2.4 k g/cu. m) of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. (4 kg/cu. m) of loose sawdust or ground bark.

C. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

6.5 PLANTING ACCESSORIES

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required f or Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective f or controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

6.6 FERTILIZER

Fertilizers should only be applied after the soil is tested and a deficiency that cannot be amended with compost is shown. This shall be approved by the Landscape Architect prior to installation. The contractor shall test soils prior to fertilizer application.

A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of **1** percent nitrogen and **10** percent phosphoric acid.

B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.

C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

6.7 MULCHES

A. Hardwood Shredded Mulch: stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 60 percent of dry weight.
2. Produced within 100 miles of the site.

B. Fiber Mulch: Biodegradable, cellulose-fiber mulch; nontoxic; free of plant-growth or germination inhibitors; with maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

C. Nonasphaltic Tackifier: Colloidal tackifier recommended for slurry application; nontoxic and free of plant-growth or germination inhibitors. Liquid concentrate diluted with water forming transparent film-like crust permeable to water and air.

6.8 EROSION-CONTROL MATERIALS

A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.

B. Erosion-Control Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, a minimum of 0.92 lb/sq. yd. (0.5 kg/sq. m), with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.

PART 7 - EXECUTION

7.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2. Verify that final grades to within 0.025' have been established prior to commencing planting operations. Provide for inclusion of all amendments, settling, etc.
3. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
4. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
5. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

7.2 PRE-PLANT PREPARATION

A. Notify Landscape Architect at least 10 working days prior to start of seeding or sodding operations.

B. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations. Protect adjacent and adjoining areas from hydroseeding overspray. Perform seeding only after planting and other work affecting ground surface has been completed.

C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

7.3 TURF AREA PREPARATION

A. Limit turf subgrade preparation to areas to be planted.

B. Initial establishment of permanent or temporary turfgrass:

1. Disposal of Excess Soil: Disposal of any unacceptable soil shall be at an off-site location. Disposal of excess soil, acceptable in condition to the Owner, shall be at an on-site location, approved by the Owner.
2. Immediately before seeding, scarify, loosen, float and drag the upper 1-2 inches of topsoil to bring it to the proper condition. Remove foreign matter larger than 1/2" in diameter.
3. Fine Grading: After tillage and cleaning, all areas to be planted shall be leveled, fine graded, and drug with a weighted spike harrow or float drag. The required result shall be the elimination of ruts or depressions that would cause water to stand or pond immediately after rainfall or

operation of the lawn irrigation system, humps, and objectionable soil clods. This shall be the final soil preparation step to be completed before the commencement of fertilizing and planting.

4. If the prepared grade is eroded or compacted by rainfall prior to fertilizing, rework the surface to specified condition.
5. If slopes in work area are greater than 3:1, a Soil Saver Netting shall be used in conjunction with the hydromulch operation.

C. Second establishment for permanent turfgrass, if temporary turfgrass was installed:

1. Monitor overnight late spring to early summer temperatures. Once ten (10) consecutive days of 60° or warmer overnight low temperatures has been achieved, permanent turfgrass hydromulch operations can commence.
2. Cease all irrigation operation and apply a glyphosate to all temporary turfgrass and leave undisturbed for a minimum 24 hours. Schedule the glyphosate application during forecasted dry weather.
3. Scalp all temporary turfgrass as low as possible. Collect or rake all clippings and dead vegetation to expose soil surface.
4. Prepare hydromulch area per specification Section 3.02. A.
5. Install permanent turfgrass hydromulch per specification Section 3.03.
6. Provide supplemental watering as needed to germinate and establish the hydromulch
7. Maintain the hydromulched area per specification Section 3.07 and Section 3.08, if necessary.
8. Acceptance of work shall be per specification Section 3.09.

C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/4 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.

D. Moisten prepared seed areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

E. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

7.4 FERTILIZING

A. Uniformly distribute fertilizer by mechanical means at the rate of 1-2 pounds of Nitrogen per 1,000 square feet.

B. If applying a fertilizer with a percentage by weight not as specified, apply at the rate of 2 pounds actual nitrogen per 1,000 square feet.

C. Work fertilizer into the soil after fine grading & not more than 2 days prior to grass planting. Cultivating equipment shall be set so the fertilizer will not penetrate into the soil more than 1 inch. Do not apply fertilizer when there is a possibility of rain before lawn areas can be sodded

7.5 SPREADING OF TOPSOIL

A. On-site stockpiled topsoil shall be used prior to importing of topsoil

B. Imported topsoil, if necessary to meet minimum depth of 3 inches in sodded areas, shall be blended with the on-site topsoil spread to the full depth of topsoil.

C. Topsoil and subgrade shall be damp and scarified when topsoil is spread.

D. Areas to be sodded shall be topsoiled to a minimum depth of 3 in., compacted measure. Provide additional topsoil depths as required to construct final grades indicated on the drawings. Topsoil shall be compacted to 85% completion, determined in accordance with ASTM: D 1557

7.6 PRE-PLANT WEED CONTROL

A. If live perennial weeds exist on site at the beginning of the work, spray with a non-selective, systemic contract herbicide, as recommended and applied by an approved, licensed landscape pest control applicator. Leave sprayed plants intact for at least fifteen (15) days to allow systemic kill.

B. Clear and remove these existing weeds by mowing or grubbing off all plant parts at least 1/4" below the surface of the soil over the entire area to be planted.

C. After the irrigation system is operational and approved by the Landscape Architect, apply water for five (5) to ten (10) calendar days, as needed to achieve weed germination. Apply contact herbicides and wait as needed before planting. Repeat, if required by the Landscape Architect.

D. Maintain the site weed-free until final acceptance by the Landscape Architect, utilizing mechanical and chemical treatment.

7.7 SODDING

A. Sod Preparations and Operations:

1. Refer Section 3.06 Pre-Plant Weed Control
2. All trees, shrubs, groundcover, and seasonal color/bulbs shall be installed prior to sodding in the area. The Contractor shall be responsible for coordination with other trades as required.
3. Install only sod that has been cut at the place of growth 24 hours prior to the time of installation.
4. Frequently water sod that is stored on-site, waiting installation. During hot weather conditions, all sod which has not been installed and has not been watered while awaiting installation shall be rejected and removed from the project and disposed of at the Contractor's expense.
5. Apply fertilizer to the finish grade and work into the top 1/2" of soil. Apply the fertilizer at a rate of two (2) pounds of nitrogen per 1000 square feet of area.
6. Lightly water the sod bed prior to sod installation with a fine mist spray.
7. The first row shall be laid in a straight line with subsequent rows parallel to the first row and tightly abutting each other. Install sod so that adjacent strips butt tightly together, with no gaps or spaces between the strips. Lay sod on all slopes perpendicular with the direction of surface drainage. Stagger all sod joints in a running-bond pattern. Sodded areas shall be flush with adjacent seeded or established turf areas.
8. Lateral sod joints shall be staggered. Care shall be exercised to insure that the sod is neither stretched nor overlapped. Joints must be butted tightly to prevent voids that could permit air to dry out roots.
9. After placement of sod, roll the sod thoroughly to establish soil contact and to remove slight grade undulations and air pockets.
10. Plastic mesh: All plastic mesh backing applied to the harvested sod at the growing facility shall be removed in its entirety during the installation of sod at the project. Dispose of plastic mesh off site.
11. Sod placed of a 3:1 slope, or steeper, shall be staked. Stakes shall be galvanized pins, wood pegs or other methods approved by the Landscape Architect, and a minimum of six (6) inch in length. A minimum of 2 stakes shall be installed for each strip of sod and a maximum of 18" spacing of stakes shall not be exceeded.
12. Immediately water sod thoroughly after installation.
13. Remove all sod, sod clumps, and soil immediately after the installation. Wash off all plant material and pavement.
14. Immediately after sodding operations have been completed, entire surface shall be compacted with a roller or other approved equipment. The completed area after sodding shall be uniformly even, firm, and true to finished grade lines.
15. Time Limit: All sod which has not been installed within eight (8) hours of delivery shall be rejected and removed from the project and disposed of at the Contractor's expense.

7.8 HYDROMULCH

A. General: Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted practice, as approved by the Engineer.

B. Pre-Plant Weed Control:

1. If live perennial weeds exist on site at the beginning of the work, spray with a non-selective, systemic contract herbicide, as recommended and applied by an approved, licensed landscape pest control applicator. Leave sprayed plants intact for at least fifteen (15) days to allow systemic kill.
2. Clear and remove these existing weeds by mowing or grubbing off all plant parts at least 1/4" below the surface of the soil over the entire area to be planted.
3. After the irrigation system is operational and approved by the Engineer, apply water for five (5) to ten (10) calendar days, as needed to achieve weed germination. Apply contact herbicides and wait as needed before planting. Repeat, if required by the Engineer.
4. Maintain the site weed-free until final acceptance by the Engineer, utilizing mechanical and chemical treatment.
5. Refer Section 3.05 C., Hydromulching.

C. Hydro-Seeding Preparation and Operations:

1. Schedule work for periods of favorable weather.
2. Refer Section 3.03 B, Pre-Plant Weed Control
3. Protect all areas from excessive compaction when trucking plants or other material to the planting site. Existing vegetation identified by the Engineer to remain, shall be protected from trucking operations during the course of construction.
4. Hydromulching Operation:
   a. Mixes shall be:

Bermuda seed (hulled)	85 lbs./acre
OR	
Perennial Rye Grass	300 lbs./acre
OR	
HCFCD seed mix	100 lbs./acre
Hydromulch fiber mulch	2000 lbs./acre
Commercial fertilizer	400 lbs./acre
Seed additive binder	100 lbs./acre
Water	3600 gallons

   b. All hydromulched areas shall be installed by an approved hydromulch company.
   c. The hydromulch operations shall be applied in the form of a slurry consisting of cellulose fiber, seed, chemical additives, commercial fertilizer, and water. When hydraulically sprayed on the soil surface, the hydromulching shall form a blotter-like groundcover impregnated uniformly with seed and fertilizer and shall allow the absorption of moisture and rainfall to percolate to the underlying soil.
   d. Preparation: The slurry preparation shall take place at the site of work and shall begin by adding water to the tank when the engine is at half throttle. When the water level has reached the height of the agitator shaft, full re-circulation shall be established and the seed added at that time. Fertilizer shall then be added, followed by the fiber mulch. The mulch shall be only added to the mixture after the seed and the tank is at least one-third (1/3) filled with water. All the mulch shall be added by the time the tank is two-thirds (2/3) to three-fourths (3/4) full. Spraying shall commence immediately when the tank if full.
   e. Application: The operator shall spray with a uniform, visible coat of slurry by using the green color of the mulch as a guide. The slurry shall be applied in a sweeping motion, in an arched

stream so as to fall like rain allowing the wood fibers to build on each other until a good coat is achieved and the material is spread at the required rate per acre.

f. Time Limit: All slurry mixtures which have not been applied within two hours after mixing shall be rejected and removed from the project and disposed of at the Contractor's expense.

g. Protection: Special care should be exercised by the Contractor in preventing any of the slurry being sprayed inside any reservoir basin or into drainage ditches and channels which may impede the free flow of rain or irrigation water. Any slurry spilled into restricted areas shall be immediately cleaned at the Contractor's expense, to the satisfaction of the Owner and Engineer.

h. Immediately following the application of hydromulch, the Contractor shall wash excess material from previously planted materials and architectural features. Care shall be exercised to avoid washing or eroding mulch materials from the area.

i. Equipment: Hydraulic equipment used for the application of the fertilizer, seed, and slurry of the prepared wood pulp shall have a built-in agitation system and operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry containing not less than 40 pounds of fiber mulch, plus a combined total of seven (7) pounds of fertilizer solids for each 100 gallons of water.

j. The slurry distribution lines shall be large enough to prevent stoppage and shall be equipped with a set of hydraulic spray nozzles which will provide a continuous, non-fluctuating discharge. The slurry tank shall have a minimum capacity of 1500 gallons and shall be mounted on a traveling unit, either self-propelled or drawn by a separate unit, which will place the slurry tank and spray nozzles within sufficient proximity to the areas to be seeded.

k. The hydraulic equipment used for pesticide applications shall consist of a clean 150-gallon minimum capacity fiberglass tank with complete mechanical agitation. The pump volume shall be ten (10) gallons per minute while operating at a pressure of 100 pounds per square inch (p.s.i.). Distribution lines shall be large enough to carry the volume of water necessary for even chemical distribution. The spray nozzle must cover a 15-foot-wide swath, with a minimum output of five (5) gallons per minute (g.p.m.) at 80 p.s.i.

D. Watering: Provide an adequate supply of water at the site prior to and during planting of turf. Saturate hydromulch with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below grade. Refer to Section 3.05 for additional specifications.

7.9 CLEAN-UP

A. After all planting operations have been completed, remove all trash, excess soil, empty plant containers, rubbish, and all debris associated with this Contract from the site. All scars, ruts, trench settlement, or other marks in the ground caused by this work shall be repaired and the ground left in a neat and orderly condition throughout the site. The Contractor shall pick up all trash, including surplus subgrade material and stone and goriegn matter, resulting from this work no less frequently than each Friday before leaving the site, once a week, or the last working day of each week. All trash shall be removed completely from the site.

B. Paved areas over which hauling operations have been conducted shall be kept clean. Promptly remove materials spilled on pavement. The Contractor shall leave the site area broom-clean and shall

wash down all paved areas within the Contract area, leaving the premises in a clean condition. All walks shall be left in a clean and safe condition.

C. Excess topsoil not required for lawns or planting shall be stockpiled on site for future use as directed by the Owner's representative.

D. Repair existing lawns damaged by operations under the contract. Repair shall include finish grading or sodding as required to match existing grade and lawn, and maintenance of repaired areas.

3.7 OBSERVATION SCHEDULE

A. The Contractor shall be responsible for notifying the Landscape Architect in advance for the following site visits, according to the time indicated:

1. Pre-job Conference - 7 days
2. Final grade review - 2 days
3. Soil Preparation and planting operations - 2 days
4. Pre-maintenance - 7 days
5. Final inspection - 7 days

B. When observations are conducted by someone other than the Landscape Architect, the Contractor shall show evidence, in writing, of when and by whom these observations were made.

C. NO site visits shall commence without all items noted in previous Observation Reports either completed or remedied unless such compliance has been waived by the Owner. Failure to accomplish punch list tasks or prepare adequately for desired inspections shall make the Contractor responsible for reimbursing the Landscape Architect at his current billing rates per hour, portal to portal (plus transportation costs) for the inconvenience. NO further inspections shall be scheduled until this charge has been paid and received.

7.8 GRASS MAINTENANCE

A. Maintain and establish grass by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable grass. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and irrigation to keep turf uniformly moist to a depth of 4 inches (100 mm).

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.

2. Water turf with fine spray at a minimum rate of 1 inch (25 mm) per week unless rainfall precipitation is adequate.
3. Irrigate according to the plant and seed mix requirements and avoid fixed schedules.
4. Water early in the mornings.

C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

1. Mow Bermuda turf to a height of 1 inch (25 mm).

D. Turf Post fertilization: Apply fertilizer after initial mowing and when grass is dry.

1. Use fertilizer only after soils has been tested and deficiencies are present. that will provide actual nitrogen of at least 1 l b/1000 s q. ft. (0.45 k g/92.9 s q. m) Bermuda grass area. No fertilizers should be used on roadway seed mix.

7.9 HYDROMULCHED AREA MAINTENANCE

A. Maintain the seeded areas until Date of Substantial Completion for entire project.

1. Water daily to maintain adequate surface soil moisture for proper seed germination. Continue daily watering for not less than 30 days. Thereafter, apply water twice weekly as required to promote proper growth until acceptance.
2. Repair, rework, and re-seed all areas that have washed out, are eroded, or do not catch.
3. Coordinate mowing of grass seed mix with Owner.

7.10 SATISFACTORY

A. Installation shall meet the following criteria as determined by Landscape Architect:

1. Satisfactory Seed: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m).

B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

7.11 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

C. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION 329200

SPECIAL SPECIFICATION

SECTION 329300

PLANTS

PART 8 - GENERAL

8.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

8.2 SUMMARY

A. The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plant (also known as "landscaping") complete as shown on the drawings and as specified herein.

B. This Section includes the following:

1. Soil preparation and planting mixes
2. Trees, shrubs, and groundcovers
3. Planting accessories
4. Landscape maintenance

C. Related Sections include the following:

1. Section 329100: “Soils”
2. Section 329200: “Turf and Grasses”

8.3 CONTRACT DOCUMENTS

A. Shall consist of specifications and general conditions and the construction drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

8.4 VERIFICATION

A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the Landscape Architect of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Landscape Architect.

B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

8.5 PROTECTION OF WORK, PROPERTY AND PERSON

A. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

8.6 CHANGES IN THE WORK

A. The Landscape Architect may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.

B. All changes in the work, notifications and contractor's request for information (RFI) shall conform to the contract general condition requirements.

8.7 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with standard ball size for type and size of tree or shrub required, wrapped, tied, rigidly supported, and drum-laced, all as recommended by ANSI Z60.1.

C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than sizes indicated.

D. Boxed trees: A container root ball package made of wood in the shape of a four-sided box.

E. Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for kind, type, and size of exterior plant required.

F. Defective plant: Any plant that fails to meet the plant quality requirement of this specification.

G. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.

H. End of Warranty Final Acceptance: The date when the Owner's Representative accepts that the plants and work in this section meet all the requirements of the warranty. It is intended that the materials and workmanship warranty for Planting, Planting Soil, and Irrigation work run concurrent with each other.

I. Field grown trees (B&B): Trees growing in field soil for at least 12 months prior to harvest.

J. Finish Grade: Elevation of finished surface of planting soil.

K. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.

L. Kinked root: A root within the root package that bends more than 90 degrees.

M. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.

N. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.

O. Normal: the prevailing protocol of industry standard(s).

P. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

Q. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

R. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

S. Planting Area: Areas to be planted.

T. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.

U. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

V. Reasonable and reasonably: When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.

When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.

This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative's expert shall determine when conditions are judged as reasonable.

W. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.

X. Root ball package. The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.

Y. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.

Z. Shrub: Woody plants with mature height approximately less than 15 feet.

AA. Spade harvested and transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.

BB. Stem: The trunk of the tree.

CC. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.

DD. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

EE. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and Irrigation installation where the Owner's Representative accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.

FF. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

GG. Stem girdling root: Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.

HH. Structural root: One of the largest roots emerging from the root collar.

II. Tree: Single and multi-stemmed plants with mature height approximately greater than 15 feet.

8.8 SUBMITTALS

A. See contract general conditions for policy and procedure related to submittals.

B. Submit all product submittals 3 weeks prior to installation of plantings.

C. Product data: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal eight weeks before the installation of plants. Samples: Submit samples of each product and material where required by the specification to the Landscape Architect for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other requirements is the exclusive responsibility of the Contractor.

D. Qualification Data: For Landscape Contractor. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

E. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
   1. Manufacturer's certified analysis of standard products.
   2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

F. Material Test Reports: Material Test Reports: For standardized ASTM D 5268 topsoil, existing native surface topsoil, existing in-place surface soil with compost and imported or manufactured topsoil.

G. Plant growers' certificates: Submit plant growers' certificates for all plants indicating that each meets the requirements of the specification, including the requirements of tree quality, to the Owner's Representative for approval. Provide submittal eight weeks before the installation of plants.

H. Samples: Submit samples of each product and material where required by the specification to the Owner's Representative for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other requirements is the exclusive responsibility of the Contractor.

I. Plant sources: Submit sources of all plants as required by Article 1.11 – "Selection of Plants" to the Owner's Representative for approval.

J. Close out submittals: Submit to the Owner's Representative for approval.
   1. Plant maintenance data and requirements.

K. Installation plan submitted a minimum of 14 days prior to the scheduled installation. Plan should describe the methods, activities, materials and schedule to achieve installation of plants.

8.9 OBSERVATION OF THE WORK

A. The Landscape Architect may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.

B. The Landscape Architect shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The Landscape Architect shall be afforded sufficient time to schedule visit to the site. Failure of the Landscape Architect to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.

   1. SITE CONDITIONS PRIOR TO THE START OF PLANTING: review the soil and drainage conditions.
   2. COMPLETION OF THE PLANT LAYOUT STAKING: Review of the plant layout.
   3. PLANT QUALITY: Review of plant quality at the time of delivery and prior to installation. Review tree quality prior to unloading where possible, but in all cases prior to planting.
   4. COMPLETION OF THE PLANTING: Review the completed planting.

8.10 QUALITY ASSURANCE

A. Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.

B. Installer Qualifications: The installer shall be a firm having at least 5 years of successful experience of a scope similar to that required for the work, including the handling and planting of large specimen trees in urban areas. The same firm shall install planting soil (where applicable) and plant material.

1. Installer Field Supervision: When any planting work is in progress, installer shall maintain, on site, a full-time supervisor who can communicate in English with the Owner's Representative.

2. Installer's field supervisor shall have a minimum of five years experience as a field supervisor installing plants and trees of the quality and scale of the proposed project, and can communicate in English with the Owner's Representative.

3. The installer's crew shall have a minimum of 3 years experienced in the installation of Planting Soil, Plantings, and Irrigation (where applicable) and interpretation of soil plans, planting plans and irrigation plans.

4. Submit references of past projects, employee training certifications that support that the Contractors meets all of the above installer qualifications and applicable licensures.

C. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

D. Soil Analysis: Furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of the soil.

1. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Architect. A minimum of four (4) representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
2. Report suitability of tested soil for turf growth.

   a. Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. (92.9 sq. m) or volume per cu. yd. (0.76 cu. m)

   b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

3. Notify Landscape Architect of sources of planting materials minimum seven (10) days in advance of delivery to site.

8.11 SELECTION AND OBSERVATION OF PLANTS

A. The Landscape Architect may review all plants subject to approval of size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation and establishment period shall not prevent that plant from later rejection in the event that the plant quality changes or previously existing defects become apparent that were not observed.

B. Plant Selection: The Landscape Architect reserves the right to select and observe all plants at the nursery prior to delivery and to reject plants that do not meet specifications as set forth in this specification. If a particular defect or substandard element can be corrected at the nursery, as determined by the Landscape Architect, the agreed upon remedy may be applied by the nursery or the Contractor provided that the correction allows the plant to meet the requirements set forth in this specification. Any work to correct plant defects shall be at the contractor's expense.
   1. The Landscape Architect may make invasive observation of the plant's root system in the area of the root collar and the top of the root ball in general in order to determine that the plant meets the quality requirements for depth of the root collar and presence of roots above the root collar. Such observations will not harm the plant.
   2. Corrections are to be undertaken at the nursery prior to shipping.

C. The Contractor shall bear all cost related to plant corrections.

D. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Owner.

E. Submit to the Landscape Architect, for approval, plant sources including the names and locations of nurseries proposed as sources of acceptable plants, and a list of the plants they will provide. The plant list shall include the botanical and common name and the size at the time of selection. Observe all nursery materials to determine that the materials meet the requirements of this section.

F. Trees shall be purchased from the growing nursery. Re-wholesale plant suppliers shall not be used as sources unless the Contractor can certify that the required trees are not directly available from a growing nursery. When Re-wholesale suppliers are utilized, the Contractor shall submit the name and location of the growing nursery from where the trees were obtained by the re-wholesale seller. The re-wholesale nursery shall be responsible for any required plant quality certifications.

G. The Contractor shall require the grower or re-wholesale supplier to permit the Landscape Architect to observe the root system of all plants at the nursery or job site prior to planting including random removal of soil or substrate around the base of the plant. Observation may be as frequent and as extensive as needed to verify that the plants meet the requirements of the specifications and conform to requirements.

H. Where requested by the Owner's Representative, submit photographs of plants or representative samples of plants. Photographs shall be legible and clearly depict the plant specimen. Each submitted image shall contain a height reference, such as a measuring stick. The approval of plants by the Landscape Architect via photograph does not preclude the Landscape Architect's right to reject material while on site.

8.12 PLANT SUBSTITUTIONS FOR PLANTS NOT AVAILABLE

A. Submit all requests for substitutions of plant species, or size to the Landscape Architect, for approval, prior to purchasing the proposed substitution. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the

required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

8.13 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.

B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
   2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
   3. Accompany each de livery of bulk organic fertilizers, lime and soil amendments with appropriate certificates.

C. Deliver plants freshly dug. Do not prune trees and shrubs before delivery, except as approved by Landscape Architect. Protect bark, branches, and root systems from sunscald, drying, sweating, whipping, and other handling and tying damage. Do not bend or tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering during delivery.

D. Handle planting stock by root ball and do not drop during delivery.

E. Deliver plants after preparations for planting have been completed and install immediately. If planting is delayed for more than six hours after delivery, store plants as follows:

   1. Store plants in shade, protect from weather and damage, and keep roots moist.
   2. Set balled stock on ground and heel in with soil, mulch, or other acceptable material.
   3. Do not remove container-grown stock from containers before time of planting.
   4. Water roots of plants stored on-site. Water as necessary to maintain moist conditions.

8.14 SITE CONDITIONS

A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Landscape Architect, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.

   1. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the Landscape Architect in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the Landscape Architect of such conditions, he/she shall remain responsible for plant material under the warranty clause of the specifications.

B. It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified plants will be in conflict with these conditions. Report any potential conflicts, in writing, to the Landscape Architect.

C. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

D. Interruption of Existing Services or Utilities: Do not interrupt services or utilities t o facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary services or utilities according to requirements indicated:

1. Notify Construction Manager and Owner no fewer than three days in advance of proposed interruption of each service or utility.
2. Do not proceed with interruption of services or utilities without Construction Manager's or Owner's written permission.

E. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

1. Spring Planting: between March 15 – May 1
2. Fall Planting: between August 15 – November 1

F. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

G. Coordination with Turf Areas (Lawns) and Seed Mix Areas: Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.

1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

8.15 WARRANTY

A. Special Warranty: Warrant exterior plants and workmanship, for the warranty period indicated, against defects, poor health, unsatisfactory growth, and death, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, or incidents that are beyond Contractor's control.

1. Warranty Period from date of Substantial Completion.
   a. Trees, Shrubs, Vines, and Ornamental Grasses: **twelve (12) months**.
   b. Ground Covers, Biennials, Perennials, and Other Plants: **twelve (12) months**.

2. Include the following remedial actions as a minimum:
   a. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
   b. At end of warranty period: Replace plants that are more than 25 percent dead or in an unhealthy condition.
   c. A limit of one replacement of each plant will be required, except for losses due to failure to comply with requirements.
   d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

8.16 MAINTENANCE

A. Maintain landscaping by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.

1. Maintenance Period: 60 days from date of substantial completion.

PART 9 - PRODUCTS

9.1 PLANTS: GENERAL

A. Standards and measurement: Provide plants of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents.

1. All plants including the root ball dimensions or container size to trunk caliper ratio shall conform to ANSI Z60.1 "American Standard for Nursery Stock" latest edition, unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.

2. Plants larger than specified may be used if acceptable to the Owner's Representative. Use of such plants shall not increase the contract price. If larger plants are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger plants may not be acceptable if the resulting root ball cannot be fit into the required planting space.

3. If a range of size is given, no plant shall be less than the minimum size and not less than 50 percent of the plants shall be as large as the maximum size specified. The measurements specified are the minimum and maximum size acceptable and are the measurements after pruning, where pruning is required.

B. Proper Identification: All trees shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by genus, species, variety and cultivar.

C. Compliance: All trees shall comply with federal and state laws and regulations requiring observation for plant disease, pests, and weeds. Observation certificates required by law shall accompany each shipment of plants.

D. Plant Quality:

1. General: Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant

2. Plant quality above the soil line:

a. Plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified. Tree quality above the soil line shall comply with the project Crown Acceptance details and the following:

1) Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.
   a) Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.
2) Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
3) Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
   a) Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
   b) Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
   c) The attachment of the largest branches (scaffold branches) shall be free of included bark.
4) Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).

b. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.

c. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stake may be used to maintain a straight leader in the upper half of the tree.

3. Plant quality at or below the soil line:
   a. Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the project Root Acceptance details and the following:

1) The roots shall be reasonably free of scrapes, broken or split wood.
2) The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high quality root system are not considered injuries.
3) A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
   a) Plants with structural roots on only one side of the trunk (J roots) shall be rejected.

4) The root collar shall be exposed.
5) Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.
6) The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
   a) Plant Grower Certification: The final plant grower shall be responsible to have determined that the plants have been root pruned at each step in the plant production process to remove stem girdling roots and kinked roots, or that the previous production system used practices that produce a root system throughout the root ball that meets these specifications. Regardless of the work of previous growers, the plant's root system shall be modified at the final production stage, if needed, to produce the required plant root quality. The final grower shall certify in writing that all plants are reasonably free of stem girdling and kinked roots as defined in this specification, and that the tree has been grown and harvested to produce a plant that meets these specifications.
7) At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

E. Submittals: Submit for approval the required plant quality certifications from the grower where plants are to be purchased, for each plant type. The certification must state that each plant meets all the above plant quality requirements.

1. The grower's certification of plant quality does not prohibit the Owner's Representative from observing any plant or rejecting the plant if it is found to not meet the specification requirements.

9.2 ROOT BALL PACKAGE OPTIONS:

The following root ball packages are permitted. Specific root ball packages shall be required where indicated on the plant list or in this specification. Any type of root ball packages that is not specifically defined in this specification shall not be permitted.

A. BALLED AND BURLAPPED PLANTS

1. All Balled and Burlapped Plants shall be field grown, and the root ball packaged in a burlap and twine and/or burlap and wire basket package.

2. Plants shall be harvested with the following modifications to standard nursery practices.

   a. Prior to digging any tree that fails to meet the requirement for maximum soil and roots above the root collar, carefully removed the soil from the top of the root ball of each plant, using hand tools, water or an air spade, to locate the root collar and attain the soil depth over the structural roots requirements. Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.

   b. Trees shall be dug for a minimum of 4 weeks and a maximum of 52 weeks prior to shipping. Trees dug 4 to 52 weeks prior to shipping are defined as hardened-off. Digging is defined

as cutting all roots and lifting the tree out of the ground and either moving it to a new location in the nursery or placing it back into the same hole. Tress that are stored out of the ground shall be placed in a holding area protected from extremes of wind and sun with the root ball protected by covering with mulch or straw and irrigated sufficiently to keep moisture in the root ball above wilt point and below saturation.

c. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree, then the root ball shall be re-wrapped prior to shipping if roots have not yet grown to keep root ball intact during shipping.

B. SPADE HARVESTED AND TRANSPLANTED

1. Spade Harvested and Transplanted Plants shall meet all the requirements for field grown trees. Root ball diameters shall be of similar size as the ANSI Z60.1 requirements for Balled and Burlapped plants.

2. Trees shall be harvested prior to leafing out (bud break) in the spring or during the fall planting period except for plants know to be considered as fall planting hazards. Plants that are fall planting hazards shall only be harvested prior to leafing out in the spring.

3. Trees shall be moved and planted within 48 hours of the initial harvesting and shall remain in the spade machine until planted.

C. CONTAINER (INCLUDING ABOVE-GROUND FABRIC CONTAINERS AND BOXES) PLANTS

1. Container plants may be permitted only when indicated on the drawing, in this specification, or approved by the Owner's Representative.

2. Provide plants shall be established and well rooted in removable containers.

3. Container class size shall conform to ANSI Z60.1 for container plants for each size and type of plant.

9.3 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent.

1. Class: T, with a minimum of 99 percent passing through No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through No. 60 (0.25-mm) sieve.
2. Class: O, with a minimum of 95 percent passing through No. 8 (2.36-mm) sieve and a minimum of 55 percent passing through No. 60 (0.25-mm) sieve.

B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through No. 40 (0.425-mm) sieve. Iron Sulfate: Granulated ferrous sulfate containing min. of 20 percent iron and 10 percent sulfur.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 1 0 percent sulfur.

D. Aluminum Sulfate: Commercial grade, unadulterated.

E. Perlite: Horticultural perlite, soil amendment grade.

F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 (0.30-mm) sieve.

G. Sand: Clean, washed, natural or manufactured, free of toxic materials.

9.4 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings. Organic matter content 50 to 60 percent of dry weight.

B. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.

1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. (2.4 kg/cu. m) of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. (4 kg/cu. m) of loose sawdust or ground bark.

9.5 FERTILIZER

Fertilizers should only be used if the specific plant species requires it. Prior to amending the soil, Contractor shall test for deficiencies.

A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 10 percent phosphoric acid.

B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.

C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

E. Planting Tablets: Tightly compressed chip type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can

be absorbed by plant roots.

1. Size: 5-gram tablets.
2. Nutrient Composition: 2 0 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

F. Chelated Iron: Commercial-grade FeEDDHA for dicots and woody pl ants, and commercial- grade FeDTPA for ornamental grasses and monocots.

9.6 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of:

1. Type: Native Shredded hardwood mulch; and as follows:
   a. From recycled fresh green tree and brush material.
   b. Biolobical based mulch.

9.7 PLANTING SOILS

A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of **6** percent organic material content. All topsoil, regardless of source, shall be fertile, friable, natural loam surface soil free of subsoil, clay lumps, brush, weeds, weed seed, litter, roots, stumps, stones larger than one (1) inch in any dimension and any other extraneous or toxic matter harmful to human, animal, or plant life. Contractor shall provide required sample and soil analysis to Landscape Architect prior to delivery of any soil materials to site.

1. Planting Soil: Existing, in-place surface soil. Verify suitability of existing surface soil to produce viable planting soil. Remove stones, roots, plants, sod, clods, clay lumps, pockets o f coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth. Mix surface soil with the following soil amendments and organic fertilizers- as applicable - in the following quantities to produce planting soil.

   a. Ratio of Loose Compost to Surface Soil by Volume: 1:4
   b. Ratio of Loose Wood Derivatives to Surface Soil by Volume: 1:4

2. Planting Soil: Imported topsoil or manufactured topsoil from off-site sources only after all existing soils for reuse has been consumed. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches (100 mm) deep and within 100 miles of the project site; soil characteristics need to match the project site; do not obtain from greenfields, agricultural land, bogs, or marshes.

   a. Additional Properties of Imported Topsoil or Manufactured Topsoil: Screened and free of stones 1 inch (25 mm) or larger in any dimension; free of roots, plants, sod, clods, clay lumps, pockets of coarse sand, paint, paint washout, concrete slurry, concrete layers or chunks, cement, pl aster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials harmful to plant growth; free of obnoxious weeds and invasive plants including quackgrass, Johnsongrass, poison ivy, nut sedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and bromegrass; not infested with nematodes; grubs; or other pests, pest eggs, or

other undesirable organisms and disease-causing plant pathogens; friable and with sufficient structure to give good tilth and aeration. Continuous, air-filled pore space content on a volume/volume basis shall be at least 15 percent when moisture is present at field capacity. Soil shall have a field capacity of at least 15 percent on a dry weight basis.

b. Mix imported topsoil or manufactured topsoil with the following soil amendments and organic fertilizers in the following quantities to produce planting soil:

1) Ratio of Loose Compost to Topsoil by Volume: 1:4 or until achieved desired results
2) Ratio of Loose Wood Derivatives to Topsoil by Volume: 1:4

9.8 TREE STABILIZATION MATERIALS

A. Stakes and Guys:
1. Upright and Guy Stakes: Rough-sawn, sound, new metal "T-post" stakes, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal (38-by-38-mm actual) by length indicated, pointed at one end.
2. Wood Deadmen: Timbers measuring 8 inches (200 mm) in diameter and 48 inches (1200 mm) long, treated with specified wood pressure-preservative treatment.
3. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or turnbuckles.
4. Guys and Tie Wires: ASTM A 641/A 641M, Class 1, galvanized-steel wire, two-strand, twisted, 0.106 inch (2.7 mm) in diameter.
5. Tree-Tie Webbing: UV-resistant polypropylene or nylon webbing with brass grommets.
6. Guy Cables: Five-strand, 3/16-inch- (4.8-mm-) diameter, galvanized-steel cable, with zinc-coated turnbuckles, a minimum of 3 inches (75 mm) long, with two 3/8-inch (10-mm) galvanized eyebolts.
7. Flags: Standard surveyor's plastic flagging tape, white, 6 inches (150 mm) long.
8. Proprietary Staking-and-Guying Devices: Proprietary stake and adjustable tie systems to secure each new planting by plant stem; sized as indicated and per manufacturer's written recommendations.

a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

1) Arborbrace; ArborBrace Tree Guying System.
2) Or approved equal

B. Root-Ball Stabilization Materials:
1. Upright Stakes and Horizontal Hold-Down: Rough-sawn, sound, new hardwood or softwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal (38- by-38-mm actual) by length indicated; stakes pointed at one end.
2. Wood Screws: ASME B18.6.1.
3. Proprietary Root-Ball Stabilization Devices: Proprietary at-or below-grade stabilization systems to secure each new planting by rootball; sized per manufacturer's written recommendations unless otherwise indicated.

a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

1) Border Concepts, Inc.; Tomahawk Tree Stabilizers.
2) Foresight Products, LLC; Duckbill Rootball Fixing System.

3) Tree Staple, Inc.; Tree Staples.
4) Tree Stake Solutions, Root Anchor.
5) Approved equal.

9.9 MISCELLANEOUS PRODUCTS

A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

B. Burlap: Non-synthetic, biodegradable.

C. Planter Drainage Gravel: Washed, sound crushed stone or gravel complying with ASTM D 448 for Size No. 8.

D. Planter Filter Fabric: Woven geotextile manufactured for separation applications and made of polypropylene, polyolefin, or polyester fibers or combination of them.

E. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb (0.45 kg) of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb (0.45 kg) of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

9.10 WATERING BAGS

A. Plastic tree watering bags holding a minimum of 15 gallons of water and with a slow drip hole(s) water release system, specifically designed to water establishing trees. Water should release over a several day period, not within a few hours

B. Watering bags shall be:
1. Treegator Irrigation Bags sized to the appropriate model for the requirements of the plant, manufactured by Spectrum Products, Inc., Youngsville, NC 27596.
2. Or approved equal.

C. Submit manufacturer's product data for approval.

PART 10 - EXECUTION

10.1 SITE EXAMINATION

A. Examine the surface grades and soil conditions to confirm that the requirements of the Specification Section – Planting Soil - and the soil and drainage modifications indicated on the Planting Soil Plan and Details (if applicable) have been completed. Notify the Owner's Representative in writing of any unsatisfactory conditions.

10.2 DELIVERY, STORAGE AND HANDLING

A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period.

1. All plant materials must be available for observation prior to planting.
2. Using a soil moisture meter, periodically check the soil moisture in the root balls of all plants to assure that the plants are being adequately watered. Volumetric soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.

B. Do not deliver more plants to the site than there is space with adequate storage conditions. Provide a suitable remote staging area for plants and other supplies.

1. The Owner's Representative or Contractor shall approve the duration, method and location of storage of plants.

C. Provide protective covering over all plants during transporting.

10.3 PLANTING SEASON

A. Planting shall only be performed when weather and soil conditions are suitable for planting the materials specified in accordance with locally accepted practices.

B. No planting shall take place during extremely hot, dry, windy or freezing weather.

10.4 COORDINATION WITH PROJECT WORK

A. The Contractor shall coordinate with all other work that may impact the completion of the work.

B. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades.

C. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered.

10.5 LAYOUT AND PLANTING SEQUENCE

A. Relative positions of all plants and trees are subject to approval of the Owner's Representative.

B. Notify the Owner's Representative, one (1) week prior to layout. Layout all individual tree and shrub locations. Place plants above surface at planting location or place a labeled stake at planting location. Layout bed lines with paint for the Owner's Representative's approval. Secure the Owner's Representative's acceptance before digging and start of planting work.

C. When applicable, plant trees before other plants are installed.

D. It is understood that plants are not precise objects and that minor adjustments in the layout will be required as the planting plan is constructed. These adjustments may not be apparent until some or all of the plants are installed. Make adjustments as required by the Owner's Representative including relocating previously installed plants.

10.6 SOIL PROTECTION DURING PLANT DELIVERY AND INSTALLATION

A. Protect soil from compaction during the delivery of plants to the planting locations, digging of planting holes and installing plants.

1. Where possible deliver and plant trees that require the use of heavy mechanized equipment prior to final soil preparation and tilling. Where possible, restrict the driving lanes to one area instead of driving over and compacting a large area of soil.

10.7 SOIL MOISTURE

A. Volumetric soil moisture level, in both the planting soil and the root balls of all plants, prior to, during and after planting shall be above permanent wilting point and below field capacity for each type of soil texture within the following ranges.

B.

Soil type	Permanent wilting point	Field capacity
Sand, Loamy sand, Sandy loam	5-8%	12-18%
Loam, Sandy clay, Sandy clay loam	14-25%	27-36%
Clay loam, Silt loam	11-22%	31-36%
Silty clay, Silty clay loam	22-27%	38-41%

1. Volumetric soil moisture shall be measured with a digital moisture meter. The meter shall be the Digital Soil Moisture Meter, DSMM500 by General Specialty Tools and Instruments, or approved equivalent.

C. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend planting operations until the soil moisture drains to below field capacity.

10.8 INSTALLATION OF PLANTS: GENERAL

A. Observe each plant after delivery and prior to installation for damage of other characteristics that may cause rejection of the plant. Notify the Owner's Representative of any condition observed.

B. No more plants shall be distributed about the planting bed area than can be planted and watered on the same day.

C. The root system of each plant, regardless of root ball package type, shall be observed by the Contractor, at the time of planting to confirm that the roots meet the requirements for plant root quality in Part 2 Products: Plants General: Plant Quality. The Contractor shall undertake at the time of planting, all modifications to the root system required by the Owner's Representative to meet these quality standards.

1. Modifications, at the time of planting, to meet the specifications for the depth of the root collar and removal of stem girdling roots and circling roots may make the plant unstable or stress the plant to the point that the Owner's Representative may choose to reject the plant rather than permitting the modification.
2. Any modifications required by the Owner's Representative to make the root system conform to the plant quality standards outlined in Part 2 Products: Plants General: Quality, or other requirements related to the permitted root ball package, shall not be considered as grounds to modify or void the plant warranty.
3. The resulting root ball may need additional staking and water after planting. The Owner's Representative may reject the plant if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such plants shall still be covered under the warranty
4. The Contractor remains responsible to confirm that the grower has made all required root modifications noted during any nursery observations.

D. Container and Boxed Root Ball Shaving: The outer surfaces of ALL plants in containers and boxes, including the top, sides and bottom of the root ball shall be shaved to remove all circling, descending, and matted roots. Shaving shall be performed using saws, knives, sharp shovels or other suitable equipment that is capable of making clean cuts on the roots. Shaving shall remove a minimum of one inch of root mat or up to 2 inches as required to remove all root segments that are not growing reasonably radial to the trunk.

E. Exposed Stem Tissue after Modification: The required root ball modifications may result in stem tissue that has not formed trunk bark being exposed above the soil line. If such condition occurs, wrap the exposed portion of the stem in a protective wrapping with a white filter fabric. Secure the fabric with biodegradable masking tape. DO NOT USE string, twine, green nursery ties or any other material that may girdle the trunk if not removed.

F. Excavation of the Planting Space: Using hand tools or tracked mini-excavator, excavate the planting hole into the Planting Soil to the depth of the root ball measured after any root ball modification to correct root problems, and wide enough for working room around the root ball or to the size indicated on the drawing or as noted below.

1. For trees and shrubs planted in soil areas that are NOT tilled or otherwise modified to a depth of at least 12 inches over a distance of more than 10 feet radius from each tree, or 5 feet radius from each shrub, the soil around the root ball shall be loosened as defined below or as indicated on the drawings.

    a. The area of loosening shall be a minimum of 3 times the diameter of the root ball at the surface sloping to 2 times the diameter of the root ball at the depth of the root ball.

    b. Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a tracked mini excavator, or hand shovels.

2. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.

3. If motorized equipment is used to deliver plants to the planting area over exposed planting beds or used to loosen the soil or dig the planting holes, all soil that has been driven over shall be tilled to a depth of 6 inches.

G. For trees to be planted in prepared Planting Soil that is deeper than the root ball depth, compact the soil under the root ball using a mechanical tamper to assure a firm bedding for the root ball. If there is more than 12 inches of planting soil under the root ball excavate and tamp the planting soil in lifts not to exceed 12 inches.

H. Set top outer edge of the root ball at the average elevation of the proposed finish. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.

I. The Owner's Representative may request that plants orientation be rotated when planted based on the form of the plant.

J. Backfill the space around the root ball with the same planting soil or existing soil that was excavated for the planting space. See Specification Section Planting Soil, for requirements to modify the soil within the planting bed.

K. Brace root ball by tamping Planting Soil around the lower portion of the root ball. Place additional Planting Soil around base and sides of ball in six-inch (6") lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over compact the backfill or use mechanical or pneumatic tamping equipment. Over compaction shall be defined as greater than 85% of maximum dry density, standard proctor or greater than 250 psi as measured by a cone penetrometer when the volumetric soil moisture is lower than field capacity.

1. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.

L. Where indicated on the drawings, build a 2 inch high, level berm of Planting Soil around the outside of the root ball to retain water. Tamp the berm to reduce leaking and erosion of the saucer.

M. Thoroughly water the Planting Soil and root ball immediately after planting.

N. Remove all nursery plant identification tags and ribbons as per Owner's Representative instructions. The Owner's Representative's seals are to remain on plants until the end of the warranty period.

O. Remove corrugated cardboard trunk protection after planting.

P. Follow additional requirements for the permitted root ball packages.

10.9 PERMITTED ROOT BALL PACKAGES AND SPECIAL PLANTING REQUIREMENTS

A. The following are permitted root ball packages and special planting requirements that shall be followed during the planting process in addition to the above General planting requirements.

B. BALLED AND BURLAPPED PLANTS

1. After the root ball has been backfilled, remove all twine and burlap from the top of the root ball. Cut the burlap away and remove; do not fold down onto the Planting Soil.

2. Earth root balls shall be kept intact except for any modifications required by the Owner's Representative to make root package comply with the requirement in Part 2 Products.

C. SPADE HARVESTED AND TRANSPLANTED PLANTS
1. After installing the tree, loosen the soil along the seam between the root ball and the surrounding soil out to a radius from the root ball edge equal to the diameter of the root ball to a depth of 8 - 10 inches by hand digging to disturb the soil interface.
2. Fill any gaps below this level with loose soil.

D. CONTAINER (INCLUDES BOXED AND ABOVE-GROUND FABRIC CONTAINERS) PLANTS
1. This specification assumes that most container plants have significant stem girdling and circling roots, and that the root collar is too low in the root ball.
2. Remove the container.
3. Perform root ball shaving as defined in Installation of Plants: General above.
4. Remove all roots and substrate above the root collar and the main structural roots according to root correction details so root system conforms to root observations detail.
5. Remove all substrate at the bottom of the root ball that does not contain roots.
6. Using a hose, power washer or air excavation device, wash out the substrate from around the trunk and top of the remaining root ball and find and remove all stem girdling roots within the root ball above the top of the structural roots.

10.10 GROUND COVER, PERENNIAL AND ANNUAL PLANTS

A. Assure that soil moisture is within the required levels prior to planting. Irrigation, if required, shall be applied at least 12 hours prior to planting to avoid planting in muddy soils.

B. Assure that soil grades in the beds are smooth and as shown on the plans.

C. Plants shall be planted in even, triangularly spaced rows, at the intervals called out for on the drawings, unless otherwise noted. The first row of Annual flower plants shall be 6 inches from the bed edge unless otherwise directed.

D. Dig planting holes sufficiently large enough to insert the root system without deforming the roots. Set the top of the root system at the grade of the soil.

E. Schedule the planting to occur prior to application of the mulch. If the bed is already mulched, pull the mulch from around the hole and plant into the soil. Do not plant the root system in the mulch. Pull mulch back so it is not on the root ball surface.

F. Press soil to bring the root system in contact with the soil.

G. Spread any excess soil around in the spaces between plants.

H. Apply mulch to the bed being sure not to cover the tops of the plants with or the tops of the root ball with mulch.

I. Water each planting area as soon as the planting is completed. Apply additional water to keep the soil moisture at the required levels. Do not over water.

10.11 STAKING AND GUYING

A. Trees that are guyed shall have their guys and stakes removed after one full growing season or at other times as required by the Owner's Representative.

B. Tree guying shall utilize the tree staking and guying materials specified. Guying to be tied in such a manner as to create a minimum 12-inch loop to prevent girdling. Refer to manufacturer's recommendations and the planting detail for installation.
   1. Plants shall stand plumb after staking or guying.
   2. Stakes shall be driven to sufficient depth to hold the tree rigid.

C. For trees planted in planting mix over waterproofed membrane, use dead men buried 24 inches to the top of the dead man, in the soil. Tie the guy to the dead man with a double wrap of line around the dead man followed by a double half hitch. When guys are removed, leave the dead men in place and cut the guy tape 12 inches above the ground, leaving the tape end covered in mulch.

10.12 STRAIGHTENING PLANTS

A. Maintain all plants in a plumb position throughout the warranty period. Straighten all trees that move out of plumb including those not staked. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled.

B. Do not straighten plants by pulling the trunk with guys.

10.13 INSTALLATION OF FERTILIZER AND OTHER CHEMICAL ADDITIVES

A. Do not apply any soluble fertilizer to plantings during the first year after transplanting unless soil test determines that fertilizer or other chemical additives is required. Apply chemical additives only upon the approval of the Owner's Representative.

B. Controlled release fertilizers shall be applied according to the manufacturer's instructions and standard horticultural practices.

10.14 PRUNING OF TREES AND SHRUBS

A. Prune plants as directed by the Owner's Representative. Pruning trees shall be limited to addressing structural defects as shown in details; follow recommendations in "Structural Pruning: A Guide For The Green Industry" published by Urban Tree Foundation, Visalia CA.

B. All pruning shall be performed by a person experienced in structural tree pruning.

C. Except for plants specified as multi-stemmed or as otherwise instructed by the Owner's Representative, preserve or create a central leader.

D. Pruning of large trees shall be done using pole pruners or if needed, from a ladder or hydraulic lift to gain access to the top of the tree. Do not climb in newly planted trees. Small trees can be structurally pruned by laying them over before planting. Pruning may also be performed at the nursery prior to shipping.

E. Remove and replace excessively pruned or malformed stock resulting from improper pruning that occurred in the nursery or after.

F. Pruning shall be done with clean, sharp tools.

G. No tree paint or sealants shall be used.

10.15 MULCHING OF PLANTS

A. Apply 2 inches of mulch before settlement, covering the entire planting bed area. Install no more than 1 inch of mulch over the top of the root balls of all plants. Taper to 2 inches when abutting pavement.

B. For trees planted in lawn areas the mulch shall extend to a 5 foot radius around the tree or to the extent indicated on the plans.

C. Lift all leaves, low hanging stems and other green portions of small plants out of the mulch if covered.

10.16 PLANTING BED FINISHING

A. After planting, smooth out all grades between plants before mulching.

B. Separate the edges of planting beds and lawn areas with a smooth, formed edge cut into the turf with the bed mulch level slightly lower, 1 and 2 inches, than the adjacent turf sod or as directed by the Owner's Representative. Bed edge lines shall be a depicted on the drawings.

10.17 WATERING

A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of Substantial Completion Acceptance. The Contractor shall adjust the automatic irrigation system, if available, and apply additional or adjust for less water using hoses as required.

B. Hand water root balls of all plants to assure that the root balls have moisture above wilt point and below field capacity. Test the moisture content in each root ball and the soil outside the root ball to determine the water content.

C. The Contractor shall install 25 gallon watering bag for each tree to be maintained and used for tree watering during the warranty period.

1. The watering bags shall remain the property of the Owner at the completion of the work.
2. Contractor shall be responsible for re-filling watering bags during construction and maintenance period.

10.18 CLEAN-UP

A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a

week.

1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.

B. Once installation is complete, wash all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site. The Owner's Representative's seals are to remain on the trees and removed at the end of the warranty period.

C. Make all repairs to grades, ruts, and damage by the plant installer to the work or other work at the site.

D. Remove and dispose of all excess planting soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

10.19 PROTECTION DURING CONSTRUCTION

A. The Contractor shall protect planting and related work and other site work from damage due to planting operations, operations by other Contractors or trespassers. Maintain protection during installation until Substantial Completion Acceptance. Treat, repair or replace damaged work immediately.

B. Damage done by the Contractor, or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain, including roots, trunk or branches of large existing trees, soil, paving, utilities, lighting, irrigation, other finished work and surfaces including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the Owner. The Owner's Representative shall determine when such cleaning, replacement or repair is satisfactory.

10.20 PLANT MAINTENANCE PRIOR TO SUBSTANTIAL COMPLETION ACCEPTANCE

A. During the project work period and prior to Substantial Completion Acceptance, the Contractor shall maintain all plants.

B. Maintenance during the period prior to Substantial Completion Acceptance shall consist of pruning, watering, cultivating, weeding, mulching, removal of dead material, repairing and replacing of tree stakes, tightening and repairing of guys, repairing and replacing of damaged tree wrap material, resetting plants to proper grades and upright position, and furnishing and applying such sprays as are necessary to keep plantings reasonably free of damaging insects and disease, and in healthy condition. The threshold for applying insecticides and herbicide shall follow established Integrated Pest Management (IPM) procedures. Mulch areas shall be kept reasonably free of weeds, grass.

10.21 SUBSTANTIAL COMPLETION ACCEPTANCE

A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete.

1. Notification shall be at least 7 days prior to the date the contractor is requesting the review.

B. The date of substantial completion of the planting shall be the date when the Owner's Representative accepts that all work in Planting, Planting Soil, and Irrigation installation sections is complete.

C. The Plant Warranty period begins at date of written notification of substantial completion from the Owner's Representative. The date of substantial completion may be different than the date of substantial completion for the other sections of the project.

10.22 CLEANUP AND PROTECTION

A. During planting operations, keep adjacent paving and construction clean and work area in an orderly condition on a daily basis. Thoroughly clean any surface marred or stained by installation activities. Protect plants from damage due to landscape operations. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged planting. Remove excess materials, debris, and equipment from site.

10.23 DISPOSAL

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

10.24 MAINTENANCE DURING THE WARRANTY PERIOD

A. During the warranty period, provide all maintenance for all plantings to keep the plants in a healthy state and the planting areas clean and neat.

B. General requirements:

1. All work shall be undertaken by trained, uniformed landscape maintenance crews under the supervision of a foreman with a minimum of 5 years experience supervising commercial plant maintenance crews.

2. All chemical and fertilizer applications shall be made by licensed applicators for the type of chemicals to be used. All work and chemical use shall comply with all applicable local, provincial and federal requirements.

3. Assure that hoses and watering equipment and other maintenance equipment does not block paths or be placed in a manner that may create tripping hazards. Use standard safety warning barriers and other procedures to maintain the site in a safe manner for visitors at all times.

4. All workers shall wear required safety equipment and apparel appropriate for the tasks being undertaken.

5. The Contractor shall not store maintenance equipment at the site at times when they are not in use unless authorized in writing by the Owner's Representative.

6. Maintenance vehicles shall not park on the site including walks and lawn areas at any time without the Owner's Representative's written permission.

7. Maintain a detailed log of all maintenance activities including types of tasks, date of task, types and quantities of materials and products used, watering times and amounts, and number of each crew. Periodically review the logs with the Owner's Representative, and submit a copy of the logs at the

end of each year of the maintenance agreement.

8. Meet with the Owner's Representative a minimum of three times a year to review the progress and discuss any changes that are needed in the maintenance program. At the end of the warranty period attend a hand over meeting to formally transfer the responsibilities of maintenance to the Owner's Representative. Provide all information on past maintenance activities and provide a list of critical tasks that will be needed over the next 12 months. Provide all maintenance logs and soil test data. Make the Contractor's supervisor available for a minimum of one year after the end of the warranty period to answer questions about past maintenance.

C. Provide the following maintenance tasks:

1. Watering; Owner will provide all water required. Contractor is to manage the distribution of water to keep soil within and around the root balls at optimum moisture content for plant growth.
   a. Maintain all watering systems and equipment and keep them operational.
   b. Monitor soil moisture to provide sufficient water. Check soil moisture and root ball moisture with a soil moisture meter on a regular basis and record moisture readings. Do not over water.
   c. Make seasonal adjustments to irrigation program as necessary to maintain healthy plants.

2. Soil nutrient levels: Take a minimum of 4 soil samples from around the site in the spring and fall and have them tested by an accredited agricultural soil testing lab for chemical composition of plant required nutrients, pH, salt and % organic matter. Test results shall include laboratory recommendations for nutrient applications. Apply fertilizers at rates recommended by the soil test.
   a. Make any other soil test and/or plant tissue test that may be indicated by plant conditions that may not be related to soil nutrient levels such as soil contaminated by other chemicals or lack of chemical uptake by the plant.

3. Plant pruning: Remove cross over branching, shorten or remove developing co dominant leaders, dead wood and winter-damaged branches. Unless directed by the Owner's Representative, do not shear plants or make heading cuts.

4. Restore plants: Reset any plants that have settled or are leaning as soon as the condition is noticed.

5. Guying and staking: Maintain plant guys in a taught position. Remove tree guys and staking after the first full growing season unless directed by Owner's Representative.

6. Weed control: Keep all beds free of weeds. Hand-remove all weeds and any plants that do not appear on the planting plan. Chemical weed control is permitted only with the approval of the Owner's Representative. Schedule weeding as needed but not less 12 times per year.

7. Trash removal: Remove all trash and debris from all planting beds and maintain the beds in a neat and tidy appearance. The number of trash and debris removal visits shall be no less than 12 times per year and may coincide with other maintenance visits.

8. Plant pest control: Maintain disease, insects and other pests at manageable levels. Manageable levels shall be defined as damage to plants that may be noticeable to a professional but not to the average person. Use least invasive methods to control plant disease and insect outbreaks.
   a. Submit product information and recommendations to Owners Representative for approval at least 48 hours in advance.

b. Contractor to use a licensed chemical applicator.

9. Plant replacement: Replace all plants that are defective as defined in the warranty provisions, as soon as the plant decline is obvious and in suitable weather and season for planting as outlined in above sections. Plants that become defective during the maintenance period shall be covered and replaced under the warranty provisions.

10. Mulch: Refresh mulch once a year to maintain complete coverage but do not over mulch. At no time shall the overall mulch thickness be greater than 2 inches. Do not apply mulch within 6 inches of the trunks or stems of any plants. Replacement mulch shall meet the requirements of the original approved material. Mulch shall be no more than one inch on top of the root ball surface.

11. Leaf, fruit and other plant debris removal: Remove fall leaf, spent flowers, fruit and plant part accumulations from beds and paved surfaces. Maintain all surface water drains free of debris. Debris removal shall be undertaken at each visit to weed or pick up trash in beds.

12. Damage from site use: Repair of damage by site visitors and events, beyond normal wear, are not part of this maintenance. The Owner's Representative may request that the Contractor repair damage beds or plantings for an additional cost. All additional work shall be approved in advance by the Owner's Representative.

10.25 END OF WARRANTY FINAL ACCEPTANCE / MAINTENANCE OBSERVATION

A. At the end of the Warranty and Maintenance period the Owner's Representative shall observe the work and establish that all provisions of the contract are complete and the work is satisfactory.

1. If the work is satisfactory, the maintenance period will end on the date of the final observation.
2. If the work is deemed unsatisfactory, the maintenance period will continue at no additional expense to the Owner until the work has been completed, observed, and approved by the Owner's Representative.

B. FAILURE TO PASS OBSERVATION: If the work fails to pass final observation, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Contractor at the prevailing hourly rate of the Owners Representative.

END OF SECTION 329300

2021-29-B Addendum 1

Prosper Downtown Monument Sign

Issue Date: 1/26/2021
Questions Deadline: 1/29/2021 12:00 PM (CT)
Response Deadline: 2/4/2021 02:00 PM (CT)

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

Event Information

Number:	2021-29-B Addendum 1
Title:	Prosper Downtown Monument Sign
Type:	Competitive Sealed Proposal
Issue Date:	1/26/2021
Question Deadline:	1/29/2021 12:00 PM (CT)
Response Deadline:	2/4/2021 02:00 PM (CT)
Notes:	**ENGINEER'S ESTIMATE: $170,569.00**

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2021-29-B PROSPER DOWNTOWN MONUMENT SIGN. Proposals will be accepted online through IonWave.net, the Town's eprocurement 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, FEBRUARY 4TH, 2021. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on THURSDAY, FEBRUARY 4TH, 2021 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/84635416837
Meeting ID: 846 3541 6837
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 the Prosper Downtown Monument Sign and associated hardscape and landscape.

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 and Recreation 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 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. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on FRIDAY, JANUARY 29TH, 2021. 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 a Planholder Registration Form to be placed on the official Planholder List

Ship To 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

Billing Information

Contact: Accounts Payable
Address: Finance
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1017
Email: ap@prospertx.gov

Bid Activities

Online Public Proposal Opening

2/4/2021 3:00:00 PM (CT)

The proposal opening will be held online on THURSDAY, FEBRUARY 4TH, 2021 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/84635416837
Meeting ID: 846 3541 6837

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

Bid Attachments

CSP No. 2021-29-B Construction Plans.pdf Download

CSP No. 2021-29-B Construction Plans

CSP No. 2021-29-B Contract Documents and Specifications.pdf Download

CSP No. 2021-29-B Contract Documents and Specifications

Standard Terms and Conditions for Procurements Construction V 4-24-20.pdf Download

Standard Terms and Conditions for Procurements Construction

GENERAL CONDITIONS CIP 2-21-2020.pdf Download

GENERAL CONDITIONS CIP 2-21-2020

Insurance Requirements for Construction Services R7-25-19.pdf Download

Insurance Requirements for Construction Services

CSP No. 2021-29-B Bid Bond.pdf Download

CSP No. 2021-29-B Bid Bond

CIP Completed Projects and References Worksheet 5-7-20 - Fillable.pdf Download

CIP Completed Projects and References Worksheet

Out of State Contractor Compliance Form.pdf Download

Out of State Contractor Compliance Form

Conflict of Interest Questionnaire - fillable.pdf Download

Conflict of Interest Questionnaire

CSP No. 2021-29-B Planholder Registration Form.pdf Download

CSP No. 2021-29-B Planholder Registration Form

CSP No. 2021-29-B Addendum No. 1.pdf Download

CSP No. 2021-29-B Addendum No. 1.pdf

Requested Attachments

Bid Bond

(Attachment required)

Attachment A1

(Attachment required)

Outline contractor and subcontractor experience with similar projects

Attachment A2

(Attachment required)

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

(Attachment required)

Complete and submit the Completed Projects and References Worksheet

Attachment A4

(Attachment required)

Submit a copy of an actual project schedule used during construction for same or similar project (not specific to this project)

Conflict of Interest Questionnaire

Only if applicable

Out of State Contractor Compliance Form

Only 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 *(Required: Check if applicable)*
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 *(Required: Check if applicable)*
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 *(Required: Check if applicable)*
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 *(Required: Check if applicable)*

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 *(Required: Check if applicable)*
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 *(Required: Check if applicable)*
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 *(Required: Check if applicable)*
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 *(Required: Check if applicable)*
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 *(Required: Check if applicable)*
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** b**ased on date of Notice to Proceed.** ☐ I Agree *(Required: Check if applicable)*

11 **Bid Proposal Condition No. 11**

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 on which he has bid within **the number of calendar days proposed** as part of this Proposal. Within 30 additional calendar days 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
(Required: Check if applicable)

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
(Required: Check if applicable)

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
(Required: Check if applicable)

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
(Required: Check if applicable)

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
(Required: Check if applicable)

16 **Bid Proposal Condition No. 16**

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.

☐ I Agree
(Required: Check if applicable)

17 **Base Bid**

Cost of Materials

$
(Required: Numbers only)

18 **Base Bid**

Cost of Labor, Profit, etc.

$

(Required: Numbers only)

19 **Addendum No. 1**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

20 **Addendum No. 2**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

21 **Addendum No. 3**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

22 **Addendum No. 4**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

23 **Addendum No. 5**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

24 **Subcontractor 1 - Name**

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.

(Optional: Maximum 1000 characters allowed)

25 **Subcontractor 1 - Type of Work**

(Optional: Maximum 1000 characters allowed)

26 **Subcontractor 1 - % of Work**

%

(Optional)

27 Subcontractor 2 - Name

(Optional: Maximum 1000 characters allowed)

28 Subcontractor 2 - Type of Work

(Optional: Maximum 1000 characters allowed)

29 Subcontractor 2 - % of Work

%

(Optional)

30 Subcontractor 3 - Name

(Optional: Maximum 1000 characters allowed)

31 Subcontractor 3 - Type of Work

(Optional: Maximum 1000 characters allowed)

32 Subcontractor 3 - % of Work

%

(Optional)

33 Subcontractor 4 - Name

(Optional: Maximum 1000 characters allowed)

34 Subcontractor 4 - Type of Work

(Optional: Maximum 1000 characters allowed)

35 Subcontractor 4 - % of Work

%

(Optional)

36 Subcontractor 5 - Name

(Optional: Maximum 1000 characters allowed)

37 Subcontractor 5 - Type of Work

(Optional: Maximum 1000 characters allowed)

38 Subcontractor 5 - % of Work

%

(Optional)

39 Supplier 1 - Name

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.

(Optional: Maximum 1000 characters allowed)

40 Supplier 1 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

41 Supplier 2 - Name

(Optional: Maximum 1000 characters allowed)

42 Supplier 2 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

43 Supplier 3 - Name

(Optional: Maximum 1000 characters allowed)

44 Supplier 3 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

45 Supplier 4 - Name

(Optional: Maximum 1000 characters allowed)

46 Supplier 4 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

47 Supplier 5 - Name

(Optional: Maximum 1000 characters allowed)

48 Supplier 5 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

49 Project Timeline: Substantial Completion

Provide total number of calendar days to reach **substantial completion** of all construction (this should be the total number of days to reach substantial completion from notice to proceed date)

(Required: Numbers only)

50 Project Timeline: Final Completion

Provide total number of calendar days to reach **final completion** of all construction (this should be the total number of days to reach final completion from notice to proceed date)

(Required: Numbers only)

Bid Lines

1 Package Header

BASE PROPOSAL FOR PROSPER DOWNTOWN MONUMENT SIGN

Quantity: 1 Total: $

Supplier Notes: No bid

Additional no
(Attach separa

Package Items

1.1 MOBILIZATION (10%)
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

No bid
Additional notes *(Attach separate sheet)*

1.2 BARRICADES, SIGNS AND TRAFFIC HANDLING
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

No bid
Additional notes *(Attach separate sheet)*

1.3 FINE GRADING
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

No bid
Additional notes *(Attach separate sheet)*

1.4 PAVING - 5 IN BROOM FINISH
(Response required)

Quantity: 905 UOM: SF Unit Price: $ Total: $

Supplier Notes:

No bid
Additional notes *(Attach separate sheet)*

1.5 PAVING - 5 IN SAND BLASTED W/BLACK DOLAMITE AGGREGATE
(Response required)

Quantity: 1102 UOM: SF Unit Price: $ Total: $

Supplier Notes:

No bid
Additional notes *(Attach separate sheet)*

1.6 SEAT WALL
(Response required)

Quantity: 50 UOM: LF Unit Price: $ Total: $

Supplier Notes:

No bid
Additional notes *(Attach separate sheet)*

1.7 0.15 CUBIC YARDS OF 12 IN CONCRETE LANDSCAPE CURB
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.8 STONE VENEER TYPE A - 5 IN CHOPPED ANTIQUE LEUDERS LIMESTONE
(Response required)

Quantity: 125 UOM: SF Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.9 STONE VENEER TYPE B - 5 IN SMOOTH CUT SILVERMIST STONE
(Response required)

Quantity: 80 UOM: SF Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.10 TEXTURED CAST STONE INSERT
(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.11 CUSTOM ALUMINUM TRIM AROUND CAST STONE INSERT
(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.12 BRUSHED ALUMINUM DOWNTOWN SIGN PANEL BOXES
(Response required)

Quantity: 2 UOM: LS Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.13 CORTEN WINDMILL BLADES
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.14 EROSION CONTROL
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.15 DECOMPOSED GRANITE
(Response required)

Quantity: 21 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.16 LANDSCAPE BOULDER
(Response required)

Quantity: 7 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.17 STRUCTURAL
(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.18 ELEC SRV TY D 120/240 070 (NS) AL (E) PS (U)
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.19 LUMINAIRE A
(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.20 LUMINAIRE B
(Response required)

Quantity: 3 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.21 LUMINAIRE C
(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.22 CONTROLLER, ENCLOSURE
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.23 ELECTRICAL CONDUCTOR (NO. 4) INSULATED (XHHW)
(Response required)

Quantity: 100 UOM: LF Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.24 ELECTRICAL CONDUCTOR (NO. 10) INSULATED (XHHW)
(Response required)

Quantity: 1000 UOM: LF Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.25 CONDUIT (PVC) (SCHD 40) 1 IN
(Response required)

Quantity: 200 UOM: LF Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.26 CONDUIT (PVC) (SCHD 40) 1 IN (BORE)
(Response required)

Quantity: 100 UOM: LF Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.27 CONDUIT (RMC) 3/4 IN
(Response required)

Quantity: 50 UOM: LF Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.28 GROUND BOX TY A (122311) W/ APRON
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.29 RECEPTACLE GFCI WP
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.30 LIGHTING SYSTEM START UP
(Response required)

Quantity: 1 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.31 4 IN PVC PIPE SLEEVE, SCHEDULE 40
(Response required)

Quantity: 30 UOM: LF Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1.32 6 IN PVC PIPE SLEEVE, SCHEDULE 40
(Response required)

Quantity: 26 UOM: LF Unit Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature

2021-29-B Addendum 1
C. Green Scaping, LP
Supplier Response

Event Information

Number: 2021-29-B Addendum 1
Title: Prosper Downtown Monument Sign
Type: Competitive Sealed Proposal
Issue Date: 1/26/2021
Deadline: 2/4/2021 02:00 PM (CT)
Notes: **ENGINEER'S ESTIMATE: $170,569.00**

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2021-29-B PROSPER DOWNTOWN MONUMENT SIGN. Proposals will be accepted online through IonWave.net, the Town's eprocurement 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, FEBRUARY 4TH, 2021. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on THURSDAY, FEBRUARY 4TH, 2021 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/84635416837
Meeting ID: 846 3541 6837
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 the Prosper Downtown Monument Sign and associated hardscape and landscape.

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 and Recreation 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 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. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on FRIDAY, JANUARY 29TH, 2021. 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 a 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

C. Green Scaping, LP Information

Contact: Stacy Geigenmiller
Address: 2401 Handley Ederville Rd.
Fort Worth, TX 76118
Phone: (817) 577-9299
Fax: (817) 577-9331
Email: SGEIGENMILLER@GREENSCAPING.COM

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

Stacy Geigenmiller
Signature

SGEIGENMILLER@GREENSCAPING.COM
Email

Submitted at 2/4/2021 1:26:46 PM

Requested Attachments

Bid Bond — Green Scaping - Prosper 2021-29-B Bid Bond.pdf

Attachment A1 — Green Scaping - Prosper Attachment A1.pdf

Outline contractor and subcontractor experience with similar projects

Attachment A2 — Green Scaping - Key Personnel Attachment A2.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 — Green Scaping Projects & References.pdf

Complete and submit the Completed Projects and References Worksheet

Attachment A4 — Prosper - Downtown Mounument Sign Schedule.pdf

Submit a copy of an actual project schedule used during construction for same or similar project (not specific to this project)

Conflict of Interest Questionnaire — *No response*

Only if applicable

Out of State Contractor Compliance Form — *No response*

Only if applicable

Response Attachments

Green Scaping - Prosper Signature Sheet.pdf

Bid Packet Signature Sheet

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** b**ased on date of Notice to Proceed.** I Agree
11	**Bid Proposal Condition No. 11** 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 on which he has bid within **the number of calendar days proposed** as part of this Proposal. Within 30 additional calendar days 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

16 **Bid Proposal Condition No. 16**

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.

I Agree

17 **Base Bid**

Cost of Materials

$99134.30

18 **Base Bid**

Cost of Labor, Profit, etc.

$91508.58

19 **Addendum No. 1**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

Acknowledged

20 **Addendum No. 2**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

21 **Addendum No. 3**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

22 **Addendum No. 4**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

23 **Addendum No. 5**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

24 **Subcontractor 1 - Name**

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.

Arc Enterprise

25 **Subcontractor 1 - Type of Work**

Aluminum Work

26 **Subcontractor 1 - % of Work**

20%

27 **Subcontractor 2 - Name**

Illuminations by Greenlee

28 **Subcontractor 2 - Type of Work**

Electrical

29 **Subcontractor 2 - % of Work**

30%

30 **Subcontractor 3 - Name**

No response

31 **Subcontractor 3 - Type of Work**

No response

32 **Subcontractor 3 - % of Work**

No response

33 **Subcontractor 4 - Name**

No response

34 **Subcontractor 4 - Type of Work**

No response

35 **Subcontractor 4 - % of Work**

No response

36 **Subcontractor 5 - Name**

No response

37 **Subcontractor 5 - Type of Work**

No response

38 **Subcontractor 5 - % of Work**

No response

39 **Supplier 1 - Name**

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.

No response

40 **Supplier 1 - Type of Material/Equipment**

Concrete Redimix

41 **Supplier 2 - Name**

Cow Town Redi Mix

42 Supplier 2 - Type of Material/Equipment

Stone/Mason Items

43 Supplier 3 - Name

DFW Stone Supply

44 Supplier 3 - Type of Material/Equipment

No response

45 Supplier 4 - Name

No response

46 Supplier 4 - Type of Material/Equipment

No response

47 Supplier 5 - Name

No response

48 Supplier 5 - Type of Material/Equipment

No response

49 Project Timeline: Substantial Completion

Provide total number of calendar days to reach **substantial completion** of all construction (this should be the total number of days to reach substantial completion from notice to proceed date)

60

50 Project Timeline: Final Completion

Provide total number of calendar days to reach **final completion** of all construction (this should be the total number of days to reach final completion from notice to proceed date)

70

Bid Lines

1 Package Header

BASE PROPOSAL FOR PROSPER DOWNTOWN MONUMENT SIGN

Quantity: 1 Total: $190,642.88

Package Items

1.1 MOBILIZATION (10%)

Quantity: 1 UOM: LS Unit Price: $8,600.00 Total: $8,600.00

1.2 BARRICADES, SIGNS AND TRAFFIC HANDLING

Quantity: 1 UOM: LS Unit Price: $4,000.00 Total: $4,000.00

1.3 FINE GRADING

Quantity: 1 UOM: LS Unit Price: $5,340.00 Total: $5,340.00

1.4 PAVING - 5 IN BROOM FINISH

Quantity: 905 UOM: SF Unit Price: $7.70 Total: $6,968.50

1.5 PAVING - 5 IN SAND BLASTED W/BLACK DOLAMITE AGGREGATE

Quantity: 1102 UOM: SF Unit Price: $11.20 Total: $12,342.40

1.6 SEAT WALL

Quantity: 50 UOM: LF Unit Price: $291.80 Total: $14,590.00

1.7 0.15 CUBIC YARDS OF 12 IN CONCRETE LANDSCAPE CURB

Quantity: 1 UOM: EA Unit Price: $9,000.00 Total: $9,000.00

1.8 STONE VENEER TYPE A - 5 IN CHOPPED ANTIQUE LEUDERS LIMESTONE

Quantity: 125 UOM: SF Unit Price: $30.00 Total: $3,750.00

1.9 STONE VENEER TYPE B - 5 IN SMOOTH CUT SILVERMIST STONE

Quantity: 80 UOM: SF Unit Price: $46.00 Total: $3,680.00

1.10 TEXTURED CAST STONE INSERT

Quantity: 2 UOM: EA Unit Price: $620.00 Total: $1,240.00

1.11 CUSTOM ALUMINUM TRIM AROUND CAST STONE INSERT

Quantity: 2 UOM: EA Unit Price: $860.00 Total: $1,720.00

1.12 BRUSHED ALUMINUM DOWNTOWN SIGN PANEL BOXES

Quantity: 2 UOM: LS Unit Price: $9,350.00 Total: $18,700.00

1.13 CORTEN WINDMILL BLADES

Quantity: 1 UOM: LS Unit Price: $7,150.00 Total: $7,150.00

1.14 EROSION CONTROL

Quantity: 1 UOM: LS Unit Price: $1,460.00 Total: $1,460.00

1.15 DECOMPOSED GRANITE

Quantity: 21 UOM: SY Unit Price: $29.00 Total: $609.00

1.16 LANDSCAPE BOULDER

Quantity: 7 UOM: EA Unit Price: $177.14 Total: $1,239.98

1.17 STRUCTURAL

Quantity: 1 UOM: LS Unit Price: $21,020.00 Total: $21,020.00

1.18 ELEC SRV TY D 120/240 070 (NS) AL (E) PS (U)

Quantity: 1 UOM: EA Unit Price: $7,170.00 Total: $7,170.00

1.19 LUMINAIRE A

Quantity: 2 UOM: EA Unit Price: $2,915.00 Total: $5,830.00

1.20 LUMINAIRE B

Quantity: 3 UOM: EA Unit Price: $2,940.00 Total: $8,820.00

1.21 LUMINAIRE C

Quantity: 2 UOM: EA Unit Price: $15,950.00 Total: $31,900.00

1.22 CONTROLLER, ENCLOSURE

Quantity: 1 UOM: EA Unit Price: $2,030.00 Total: $2,030.00

1.23 ELECTRICAL CONDUCTOR (NO. 4) INSULATED (XHHW)

Quantity: 100 UOM: LF Unit Price: $11.00 Total: $1,100.00

1.24 ELECTRICAL CONDUCTOR (NO. 10) INSULATED (XHHW)

Quantity: 1000 UOM: LF Unit Price: $3.00 Total: $3,000.00

1.25 CONDUIT (PVC) (SCHD 40) 1 IN

Quantity: 200 UOM: LF Unit Price: $5.50 Total: $1,100.00

1.26 CONDUIT (PVC) (SCHD 40) 1 IN (BORE)

Quantity: 100 UOM: LF Unit Price: $21.00 Total: $2,100.00

1.27 CONDUIT (RMC) 3/4 IN

Quantity: 50 UOM: LF Unit Price: $11.00 Total: $550.00

1.28 GROUND BOX TY A (122311) W/ APRON

Quantity: 1 UOM: EA Unit Price: $385.00 Total: $385.00

1.29 RECEPTACLE GFCI WP

Quantity: 1 UOM: EA Unit Price: $550.00 Total: $550.00

1.30 LIGHTING SYSTEM START UP

Quantity: 1 UOM: EA Unit Price: $2,750.00 Total: $2,750.00

1.31 4 IN PVC PIPE SLEEVE, SCHEDULE 40

Quantity: 30 UOM: LF Unit Price: $32.00 Total: $960.00

1.32 6 IN PVC PIPE SLEEVE, SCHEDULE 40

Quantity: 26 UOM: LF Unit Price: $38.00 Total: $988.00

Response Total: $190,642.88

CSP NO. 2021-29-B PROSPER DOWNTOWN MONUMENT SIGN **BEST AND FINAL OFFER**

				C. Green Scaping, LP	
				BEST AND FINAL OFFER	
Line	**Description**	**UOM**	**QTY**	**Unit**	**Extended**
1.1	MOBILIZATION (10%)	LS	1	$ 8,600.00	$ 8,600.00
1.2	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	$ 4,000.00	$ 4,000.00
1.3	FINE GRADING	LS	1	$ 5,340.00	$ 5,340.00
1.4	PAVING - 5 IN BROOM FINISH	SF	905	$ 7.70	$ 6,968.50
1.5	PAVING - 5 IN SAND BLASTED W/BLACK DOLAMITE AGGREGATE	SF	1102	$ 11.20	$ 12,342.40
1.6	SEAT WALL	LF	50	$ 291.80	$ 14,590.00
1.7	0.15 CUBIC YARDS OF 12 IN CONCRETE LANDSCAPE CURB	EA	1	$ 600.00	$ 600.00
1.8	STONE VENEER TYPE A - 5 IN CHOPPED ANTIQUE LEUDERS LIMESTONE	SF	125	$ 30.00	$ 3,750.00
1.9	STONE VENEER TYPE B - 5 IN SMOOTH CUT SILVERMIST STONE	SF	80	$ 46.00	$ 3,680.00
1.10	TEXTURED CAST STONE INSERT	EA	2	$ 620.00	$ 1,240.00
1.11	CUSTOM ALUMINUM TRIM AROUND CAST STONE INSERT	EA	2	$ 860.00	$ 1,720.00
1.12	BRUSHED ALUMINUM DOWNTOWN SIGN PANEL BOXES	LS	2	$ 9,350.00	$ 18,700.00
1.13	CORTEN WINDMILL BLADES	LS	1	$ 7,150.00	$ 7,150.00
1.14	EROSION CONTROL	LS	1	$ 1,460.00	$ 1,460.00
1.15	DECOMPOSED GRANITE	SY	21	$ 29.00	$ 609.00
1.16	LANDSCAPE BOULDER	EA	7	$ 177.14	$ 1,239.98
1.17	STRUCTURAL	LS	1	$ 21,020.00	$ 21,020.00
1.18	ELEC SRV TY D 120/240 070 (NS) AL (E) PS (U)	EA	1	$ 7,170.00	$ 7,170.00
1.19	LUMINAIRE A	EA	2	$ 2,915.00	$ 5,830.00
1.20	LUMINAIRE B	EA	3	$ 2,940.00	$ 8,820.00
1.21	LUMINAIRE C	EA	2	$ 15,950.00	$ 31,900.00
1.22	CONTROLLER, ENCLOSURE	EA	1	$ 2,030.00	$ 2,030.00
1.23	ELECTRICAL CONDUCTOR (NO. 4) INSULATED (XHHW)	LF	100	$ 11.00	$ 1,100.00
1.24	ELECTRICAL CONDUCTOR (NO. 10) INSULATED (XHHW)	LF	1000	$ 3.00	$ 3,000.00
1.25	CONDUIT (PVC) (SCHD 40) 1 IN	LF	200	$ 5.50	$ 1,100.00
1.26	CONDUIT (PVC) (SCHD 40) 1 IN (BORE)	LF	100	$ 21.00	$ 2,100.00
1.27	CONDUIT (RMC) 3/4 IN	LF	50	$ 11.00	$ 550.00
1.28	GROUND BOX TY A (122311) W/ APRON	EA	1	$ 385.00	$ 385.00
1.29	RECEPTACLE GFCI WP	EA	1	$ 550.00	$ 550.00
1.30	LIGHTING SYSTEM START UP	EA	1	$ 2,750.00	$ 2,750.00
1.31	4 IN PVC PIPE SLEEVE, SCHEDULE 40	LF	30	$ 32.00	$ 960.00
1.32	6 IN PVC PIPE SLEEVE, SCHEDULE 40	LF	26	$ 38.00	$ 988.00
TOTAL BASE PROPOSAL				**$**	**182,242.88**
				C. Green Scaping, LP	

BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, C Green Scaping, LP, whose address is 2401 Handley Ederville Rd., Fort Worth TX 76118, hereinafter called Principal, and Merchants Bonding Company (Mutual) a corporation organized and existing under the laws of the State of Iowa, 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 referred to as "Owner," in the penal sum of $ 5% of GAB as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, 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 condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

CSP NO. 2021-29-B
PROSPER DOWNTOWN MONUMENT SIGN

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breech of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

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

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

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 and shall be deemed an original, this, the 4th day of February, 2021.

ATTEST:

By: Stacy Geigenmiller
Signature
Stacy Geigenmiller
Typed/Printed Name
Project Manager
Title
2401 Handley Ederville Rd.
Address
Ft. Worth TX 76118
City State Zip
817-577-9299 817-577-9331
Phone Fax

PRINCIPAL:

C Green Scaping, LP
Company Name
By:
Signature
Curtis Green
Typed/Printed Name
Vice-President
Title
2401 Handley Ederville Rd.
Address
Fort Worth, TX 76118
City State Zip
817-577-9299 817-577-9331
Phone Fax

ATTEST:

By: Kylie Kelsoe
Signature
Kylie Kelsoe
Printed Name
Witness
Title
211 W. Main St.
Address
Mesquite, TX 75149
City State Zip
972-332-4288 972-692-5665
Phone Fax

SURETY:

By: Cyndy Cates
Signature
Cyndy Cates
Printed Name
Attorney in Fact
Title
830 S IH 35E
Address
Denton, TX 76205
City State Zip
972-666-4835 940-293-8544
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: Kylie Kelsoe/Hanby Insurance Agency
STREET ADDRESS: 211 W. Main St.
CITY, STATE, ZIP: Mesquite, TX 75149

NOTE: If Resident Agent is not a corporation, give a person's name.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cyndy Cates; Erin Neill; James E King; Jeffery Buckley; Kylie Kelsoe

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power of Attorney is granted and is signed and sealed by facsimile under and by authority of the following By Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of February , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 23rd day of March 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of February , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

MERCHANTS BONDING COMPANY (MUTUAL)
INCORPORATED
-o-
1933

PLANNING

TOWN OF PROSPER

Prosper is a place where everyone matters.

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 – March 9, 2021**

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Third Amended Annexation Agreement between Y-C Nurseries, Inc., and the Town of Prosper, Texas, related to a wireless communication and/or support structure, on 12.4± acres, generally located north of US 380, west of Dallas Parkway.

Description of Agenda Item:

In 2009, the Town entered into multiple five-year Annexation Agreements with the remaining unincorporated properties within Collin County and in the Town's Extraterritorial Jurisdiction (ETJ). In 2014 and 2019, respectively, the Town extended those agreement for additional five-year terms. These agreements ensure that development will be in accordance with the Town's standards. The property owner has requested to amend the Second Annexation Agreement to allow for the development of a wireless communication and support structure without annexation.

With this agreement, the applicant is proposing to develop a 105-foot-tall wireless communication and support structure (monopole), which is designed to accommodate two (2) carriers. All antennas are proposed to be concealed within the monopole. The attached letter outlines why the proposed height is necessary to accommodate a second carrier.

The proposal also includes a total ground lease area of 1,100 square feet, with 900 square feet being for Verizon Wireless, and includes an approximately ten-foot (10') tall, 250-square-foot shelter. An additional 200-square-foot ground lease area has been reserved for a future carrier. The proposed monopole is located adjacent to Secure RV, which will provide sufficient screening of the ground equipment from US 380.

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. Location Map
2. Third Amended Annexation Agreement
3. Exhibit A
4. Proposed Plans
5. Request Letter

Town Staff Recommendation:

Town staff recommends the Town Council authorize the Town Manager to execute a Third Amended Annexation Agreement between Y-C Nurseries, Inc., and the Town of Prosper, Texas, related to a wireless communication and/or support structure, on 12.4± acres, generally located north of US 380, west of Dallas Parkway, subject to the following:

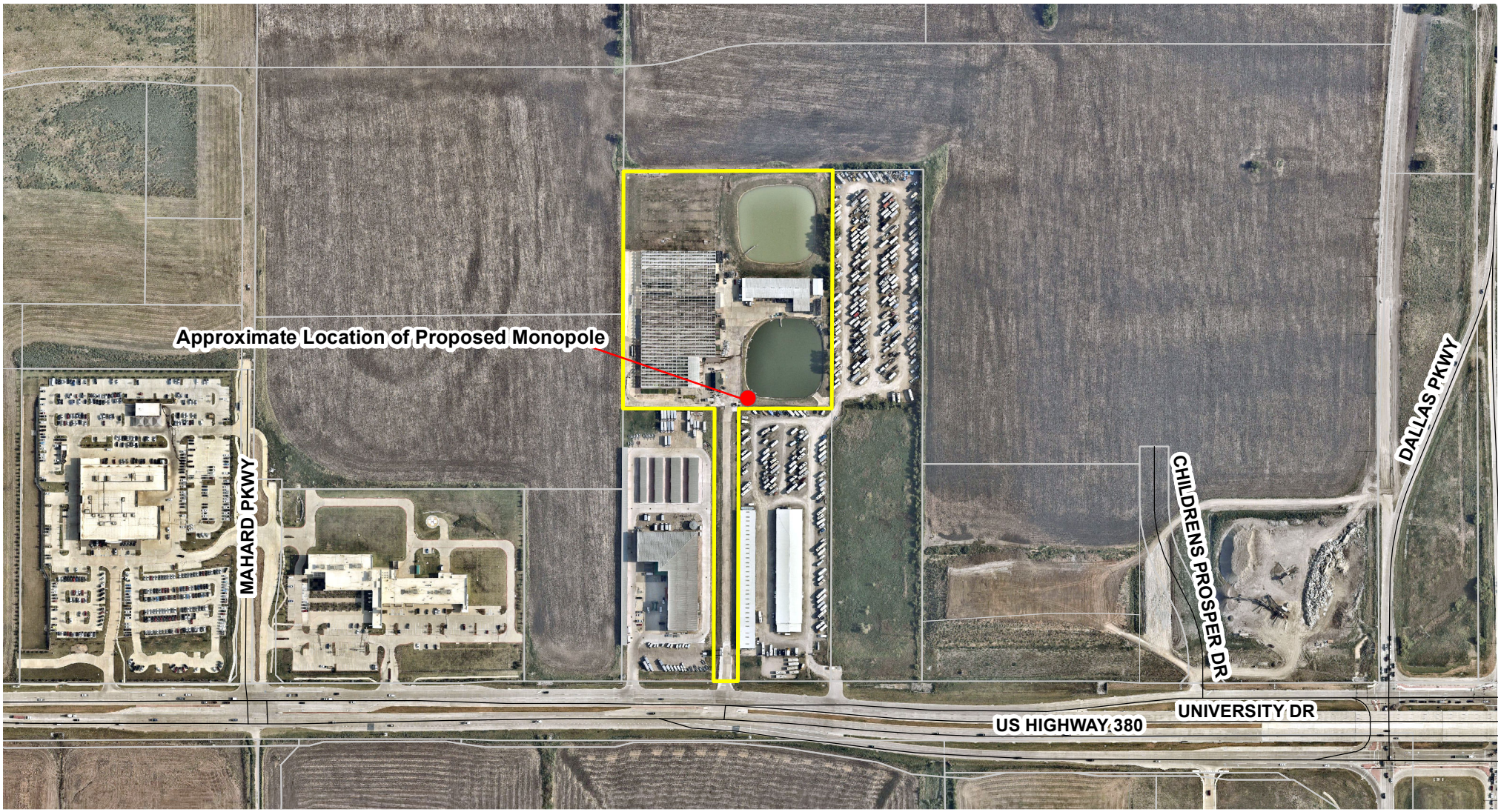
1. The proposed wireless communication and/or support structure shall being painted neutral in color.
2. Prohibition of any flags or similar being adhered to the wireless communication and/or support structure.

Proposed Motion:

I move to authorize the Town Manager to execute a Third Amended Annexation Agreement between Y-C Nurseries, Inc., and the Town of Prosper, Texas, related to a wireless communication and/or support structure, on 12.4± acres, generally located north of US 380, west of Dallas Parkway, subject to the following:

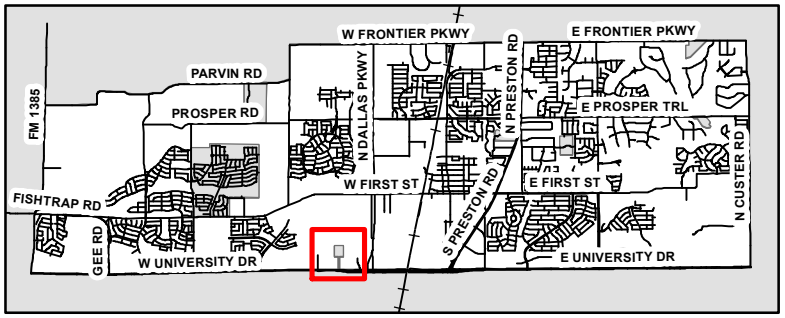
1. The proposed wireless communication and/or support structure shall being painted neutral in color.
2. Prohibition of any flags or similar being adhered to the wireless communication and/or support structure.

Y-C Nursery - Verizon Wireless Proposed Monopole



This map is for illustration purposes only.

0 500 1,000 Feet



TOWN OF PROSPER

AFTER RECORDING, RETURN TO:
Town of Prosper
P.O. Box 307
Prosper, Texas 75078

STATE OF TEXAS)
) **THIRD AMENDED ANNEXATION AGREEMENT**
COUNTY OF COLLIN)

This **THIRD AMENDED ANNEXATION AGREEMENT** ("Third Amended Annexation Agreement") is made and entered into as of this ___ day of _____, 20__ ("Effective Date"), by and between the Town of Prosper, Texas ("Town"), and Y-C Nurseries, Inc. ("Owner"), on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 12.376 acres, more or less, situated in the Collin County School Land Survey, Abstract 147, Collin County, Texas, which is more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, on or about January 29, 2009, the Town and the Owner entered into an Annexation Agreement ("2009 Annexation Agreement"), pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, as amended, relative to the Property and said 2009 Annexation Agreement was duly recorded in the real property records of Collin County, Texas; and

WHEREAS, on or about July 23, 2014, the Town and the Owner entered into an Amended Annexation Agreement ("2014 Amended Annexation Agreement") extending, in part, the Agreement for an additional five (5) year period and said 2014 Amended Annexation Agreement was duly recorded in the real property records of Collin County, Texas; and

WHEREAS, on or about September 24, 2019, the Town and the Owner entered into a Second Amended Annexation Agreement ("2019 Second Amended Annexation Agreement") extending, in part, the Agreement for an additional five (5) year period and said 2019 Second Amended Annexation Agreement was duly recorded in the real property records of Collin County, Texas; and

WHEREAS, Owner has notified the Town that it wishes to construct a monopole on its Property for telecommunications purposes and wishes to seek Town approval of same without triggering annexation of the Property, and the Town has agreed to same; and

WHEREAS, the Parties have agreed to the following amendments to the Annexation Agreement, the 2014 Amended Annexation Agreement and the 2019 Second Amended Annexation Agreement, all incorporated by reference, and in the event of any conflict between this Third Amended Annexation Agreement and the previously referenced agreements, this Third Amended Annexation Agreement shall control.

NOW, THEREFORE, this Third Amended Annexation Agreement is hereby made and entered into by the Town and the Owner for and in consideration of the foregoing premises and the mutual covenants contained hereinafter, the sufficiency of which are hereby acknowledged by the parties:

1. Extension of Term. The term of this Third Amended Annexation Agreement is hereby extended to September 30, 2025.

2. Construction of Telecommunications Monopole on the Property. The Town hereby consents to the construction of a Telecommunications Monopole on the Property, and said construction shall not be deemed a violation of the 2009 Annexation Agreement, the 2014 Amended Annexation Agreement and the 2019 Second Amended Annexation Agreement. All permitting for the construction of the Telecommunications Monopole shall be pursuant to the existing Town subdivision ordinance and regulations.

3. Pre-Existing Structures. All structures on the Property as of the date of execution of this Third Amended Annexation Agreement ("Pre-Existing Structures"), including the Telecommunications Monopole, are found to be conforming structures, and the Town shall take no action during the Term of this Agreement that, as a result, would make any Pre-Existing Structures nonconforming or illegal. Owner shall have the right to rebuild or reconstruct any Pre-Existing Structures to its previous configuration; however, Owner shall rebuild or reconstruct in accordance with the Town's then-existing building and construction codes.

4. Existing Uses. Nothing in this Third Amended Annexation Agreement prohibits the use of the Property as it currently is used as of the Effective Date of this Third Amended Annexation Agreement.

5. Property Subject to Annexation. In the event of (1) any violation of any provision of this Third Amended Annexation Agreement or the 2009 Annexation Agreement, the 2014 Amended Annexation Agreement and/or the 2019 Second Amended Annexation Agreement, or (2) the expiration of the term of this Third Amended Annexation Agreement, as referenced in Paragraph 1, above, the Town may annex the Property during the two (2) year period following either the date of expiration of this Third Amended Annexation Agreement or the date of the Town's initial notice to Owner of an Event of Default, whichever is applicable. In the event of either of the foregoing, the Property shall be subject to annexation at the discretion of the Town and Owner agrees that such annexation shall be voluntary and Owner hereby irrevocably consents to such annexation.

6. Compliance. The Parties acknowledge and agree that the Town, in its sole discretion, shall determine whether Owner is in compliance with any provision contained in this Third Amended Annexation Agreement, the 2009 Annexation Agreement, the 2014 Amended Annexation Agreement and/or the 2019 Second Amended Annexation Agreement.

7. Subdivision or Development of the Property. During the Term of this Agreement,

in the event the Property is subdivided or Owner files any development-related document for the Property with Collin County or the Town (except for the rebuilding or reconstruction of any Pre-Existing Structure, in accordance with Paragraph 3, above), this Third Amended Annexation Agreement shall be rendered null and void and of no further effect, and the Property may be annexed by the Town. Owner agrees and acknowledges that if any plat or development-related document is filed in violation of this Third Amended Annexation Agreement, or if Owner commences development of the Property in violation of this Third Amended Development Agreement, then in addition to the Town's other remedies, such act will constitute a petition for voluntary annexation by Owner, and the Property will be subject to annexation at the discretion of the Town. Owner agrees that such annexation shall be voluntary and Owner hereby irrevocably consents to such annexation.

8. Provisions of the 2009 Annexation Agreement, the 2014 Amended Annexation Agreement and the 2019 Second Amended Annexation Agreement in Full Force and Effect. All other provisions of the 2009 Annexation Agreement, the 2014 Amended Annexation Agreement and the 2019 Second Amended Annexation Agreement, shall remain in full force and effect, except to the extent amended herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson, Town Manager

ATTEST:

_____
Melissa Lee, Town Secretary

OWNER:

_____
Christine Sterling, Vice President
Y-C Nurseries, Inc.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 20__, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper.

_____
Notary Public, State of Texas

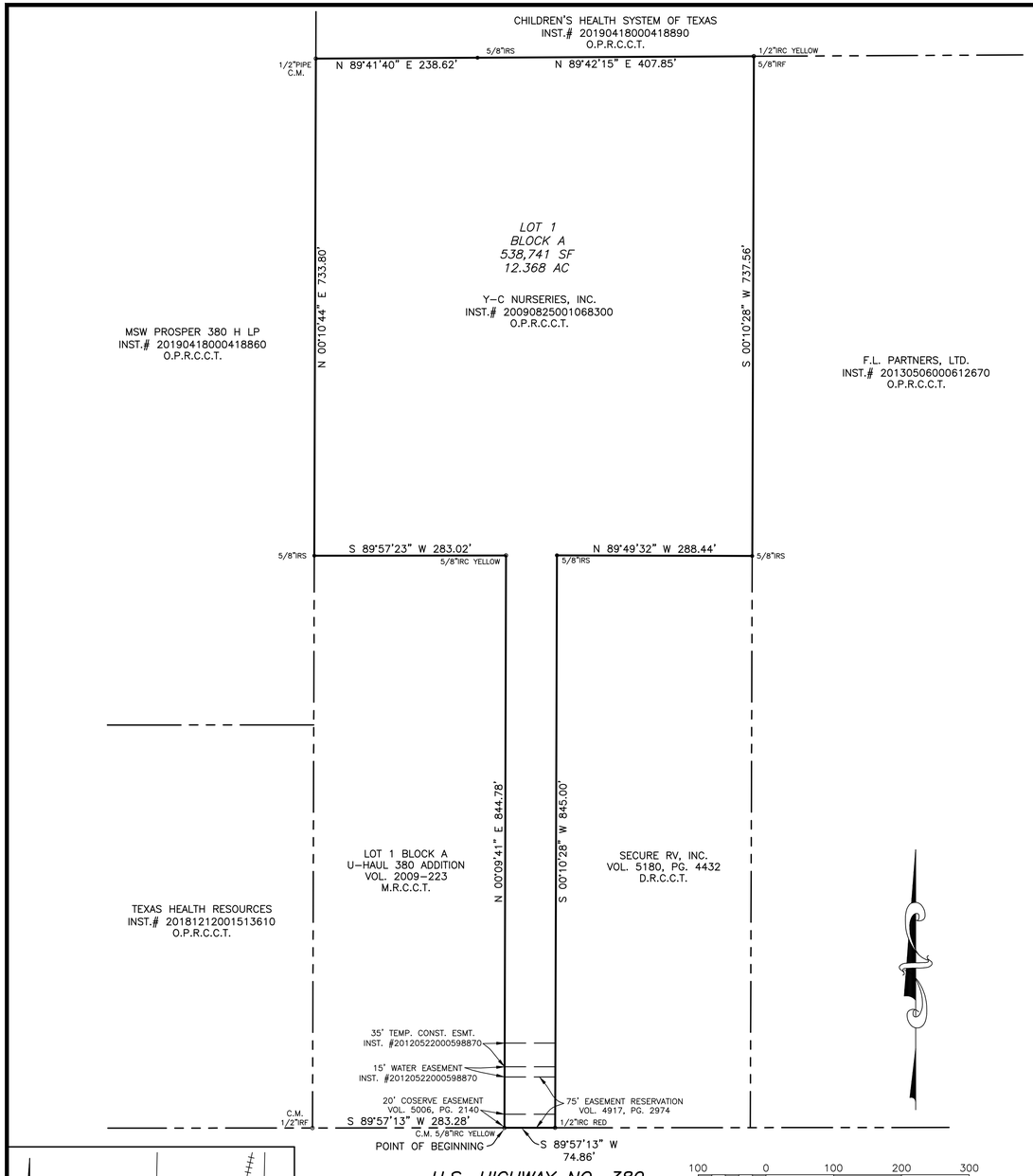
STATE OF TEXAS)
)
COUNTY OF COLLIN)

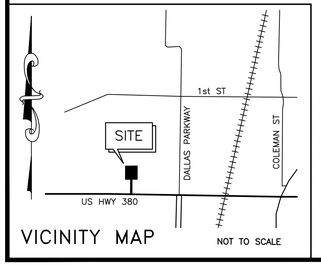
This instrument was acknowledged before me on the ___ day of _____, 20__, by Christine Sterling, Vice President, Y-C Nurseries, Inc., the Owner of the Property referenced herein, on behalf of Y-C Nurseries, Inc.

_____
Notary Public, State of Texas

EXHIBIT A

Description and/or Depiction of Property





VICINITY MAP NOT TO SCALE

NOTE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

BEARING SOURCE: GRID BEARINGS, NAD83, TEXAS NORTH CENTRAL ZONE, BASED ON GPS OBSERVATIONS TAKEN COINCIDENT WITH SURVEY. CONVERGENCE ANGLE: 00° 54' 45"

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48085C0230J, DATED 06/02/2009. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

LEGEND

○ IRF	IRON ROD FOUND
○ IRC	IRON ROD FOUND WITH CAP
● 5/8"IRS	5/8" IRON ROD WITH CAP SET MARKED "WEBB-4125"
M.R.C.C.T.	MAP RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
INST. NO.	INSTRUMENT NUMBER
C.M.	CONTROLLING MONUMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, Y-C Nurseries, Inc., is the owner of that certain tract of land situated in the Colin County School Land Survey, Abstract No. 147, Collin County, Texas, being all of that certain tract of land conveyed to Y-C Nurseries, Inc., , Inc. by Special Warranty Deed dated January 10, 2009, and recorded in Instrument No. 20090825001068300, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found with yellow cap for the most southerly southwest corner of said Y-C Nurseries, Inc., tract, same being on the north right-of-way line of U.S. Highway No. 380 (right-of-way varies), and being the southeast corner of Lot 1, Block A, U-Haul 380 Addition, an addition to Colin County, Texas, according to the plat thereof recorded in Volume 2009-223, Map Records, Collin County, Texas;

THENCE along the east line of said Lot 1, Block A, U-Haul 380 Addition, North 00 degrees 09 minutes 41 seconds East, a distance of 844.78 feet to a 5/8" iron rod found with yellow cap for the northeast corner of said Lot 1, Block A, U-Haul 380 Addition'

THENCE along the north line of said Lot 1, Block A, U-Haul 380 Addition, South 89 degrees 57 minutes 23 seconds West, a distance of 283.02 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northwest corner of said Lot 1, Block A, U-Haul 380 Addition, same being on the east line of that certain tract of land conveyed to MSW Prosper 380 H LP by Instrument No. 20190418860, Official Public Records, Collin County, Texas;

THENCE along the east line of said MSW Prosper 380 H LP tract, North 00 degrees 10 minutes 44 seconds East, a distance of 733.80 feet to a 1/2" iron pipe for the northwest corner of said Y-C Nurseries, Inc., tract, same being the most westerly southwest corner of that certain tract of land conveyed to Children's Health System of Texas by Instrument No. 20190418000418890, Official Public Records, Collin County, Texas;

THENCE along the north line of said Y-C Nurseries, Inc., tract, same being an interior line of said Children's Health System tract, the following two (2) courses:

North 89 degrees 41 minutes 40 seconds East, a distance of 238.62 feet to a 5/8" iron rod set with cap marked "WEBB-4125";

North 89 degrees 42 minutes 15 seconds East, a distance of 407.85 feet to a 1/2" iron rod found with yellow cap for the northeast corner of said Y-C Nurseries, Inc., tract, same being the northwest corner of that certain tract of land conveyed to F.L. Partners, Ltd., by Instrument No. 20130506000612670, Official Public Records, Collin County, Texas;

THENCE along the west line of said F.L. Partners, Ltd., tract, South 00 degrees 10 minutes 28 seconds West, a distance of 737.56 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northeast corner of that certain tract of land conveyed to Secure RV, Inc. by Volume 5180, Page 4432, Deed Records, Collin County, Texas;

THENCE along the north line of said Secure RV, Inc. tract, North 89 degrees 49 minutes 32 seconds West, a distance of 288.44 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northwest corner of said Secure RV, Inc. tract;

THENCE along the west line of said Secure RV, Inc. tract, South 00 degrees 10 minutes 28 seconds West, a distance of 845.00 feet to a 1/2" iron rod found with red cap for the southwest corner of said Secure RV, Inc. tract, same being the most southerly southeast corner of said Y-C Nurseries, Inc., tract, and being on the north right-of-way line of U.S. Highway No. 380;

THENCE along the north right-of-way line of U.S. Highway No. 380, South 89 degrees 57 minutes 13 seconds West, a distance of 74.86 feet to the POINT OF BEGINNING hereof and containing 12.368 acres or 538,741 square feet of land, more or less.

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Kurtis R. Webb, 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.

Dated this the _____ day of _____, 202_

_____
Kurtis R. Webb
Reg. Professional Land Surveyor
Texas Registration No. 4125

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Kurtis R. Webb, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 202_.

_____
Notary Public, State of Texas

I HEREBY CERTIFY THAT THE ON-SITE SEWAGE FACILITIES DESCRIBED ON THIS PLAT CONFORMS TO THE APPLICABLE OSSF LAWS OF THE STATE OF TEXAS, THAT THE SITE EVALUATIONS HAVE BEEN SUBMITTED REPRESENTING THE SITE CONDITIONS IN THE AREA ON WHICH ON-SITE SEWAGE FACILITIES ARE PLANNED TO BE.

_____
REGISTERED SANITARIAN OR DESIGNATED REPRESENTATIVE
COLLIN COUNTY DEVELOPMENT SERVICES

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Y-C Nurseries, Inc., acting herein by and through its duly authorized agent, does hereby certify and adopt this plat designating the herein above described property as **Y-C NURSERIES ADDITION, LOT 1, BLOCK A**, an addition in the ETJ of the Town of Prosper, Texas, and does hereby certify the following:

1. Blocking the flow of water or construction improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
2. The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by individual owners of the lot or lots that are traversed by or adjacent to the drainage course along or across said lots.
3. Collin County will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion in said drainage ways.
4. Collin County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
5. Collin County permits are required for building construction, on-site sewage facilities and driveway culverts.
6. All private driveway tie-ins to a county maintained roadway must be even with the existing driving surface.
7. Utility Providers: Town of Prosper (water) PO Box 307, Prosper, Texas 75078 (972)569-1180; AT&T uverse (internet) 208 S Akard St, Dallas, Texas 75202 (800) 288-202_; TXU (electric) PO Box 650764, Dallas, Texas 75265 (877)460-4262one numbers.
8. All surface drainage easements shall be kept clear of fences, buildings, foundations and plantings, and other obstructions to the operation and maintenance of the drainage facility.
9. All modifications to this document shall be by means of plat and approved by the Town of Prosper.
10. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
11. The easements and public use areas, as shown are dedicated for the public use forever for the purposes indicated on this plat.
12. No building, fences, trees, shrubs, or other improvements or growth shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper.
13. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
14. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and Town of Prosper' s use thereof.
15. The Town of Prosper and public utilities shall have the rig ht to remove and keep removed all or part of any building, fences, trees, shrubs, or other improvements or growths which may in any was endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
16. The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas. WITNESS, my hand, this the _____ day of _____, 202_.

BY:

_____
Authorized Signature

_____
Printed Name and Title

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 202_.

_____
Notary Public, State of Texas

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 202_ by the Planning & Zoning Commission of the Town of Prosper, Texas.

_____ Town Secretary

_____ Town Engineer

_____ Development Services Department

OWNER:
Y-C Nurseries, Inc.
1530 W. University Drive
Prosper, Texas 75078
(972) 241-0324

SURVEYOR:
Webb Surveying, Inc.
3517 Darion Lane
Plano, Texas 75093
(469) 512-8370

EXHIBIT A

FINAL PLAT
Y-C NURSERIES ADDITION
LOT 1, BLOCK A

BEING A 12.368 ACRES TRACT OF LAND SITUATED IN COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147 TOWN OF PROSPER, COLLIN COUNTY, TEXAS.

DATE: 12/17/2020 CASE NUMBER: D20-0099 SHEET 1 OF 1

verizon

SITE NAME

PROSPER DNT

(519039)

SITE ADDRESS

1530 HWY 380 WEST
PROSPER,COLLIN COUNTY, TEXAS 75078

PROJECT DATA

PROJECT INFORMATION:		**APPLICANT:**	**LANDLORD:**
JURISDICTION:	CITY OF PROSPER	VERIZON WIRELESS 600 HIDDEN RIDGE IRVING, TEXAS 75038 CONTACT: TOM HILLIS PHONE: (972) 444-5371	Y-C NURSERIES INC. 1530 W UNIVERSITY DR PROSPER, TEXAS, 75078 CONTACT: CHRISTI STERLING, CFO PHONE: (972) 241-0324
CONSTRUCTION TYPE:	UNMANNED TELECOMMUNICATIONS		
LATITUDE:	33° 13' 18.4845" N.		
LONGITUDE:	96° 49' 37.2876" w.		

PROJECT PARTICIPANTS

ARCHITECTS / ENGINEERS
ARCHCOMM LLC.
1006 BECKETT
SAN ANTONIO, TEXAS 78213
PHONE: (210) 308-9905
FIRM NUMBER: F-15659

ELECTRICAL ENGINEER
EDWARD C. MONACO P.E., INC.
2318 SAN PEDRO AVE., STE #2
SAN ANTONIO, TEXAS 78212
PHONE: (210) 541-0200

CONSTRUCTION MANAGER
TRACY REEVES
(682) 831-3245

SURVEYOR
WEBB SURVEYING
3517 DARION LANE
PLANO, TEXAS 75093
PHONE: (469) 512-8370

CONSTRUCTION ENGINEER
THOMAS HILLIS
(972) 444-5371

PROPRIETARY INFORMATION

NOT FOR USE OR DISCLOSURE OUTSIDE VERIZON WIRELESS EXCEPT UNDER WRITTEN AGREEMENT

UTILITIES

ELECTRIC COMPANY	TELEPHONE COMPANY
ONCOR	AT&T

TEAM SIGNOFF

Site Accquisition _____

Const Supervisor _____

RF Engineering _____

Equipment _____

Telco _____

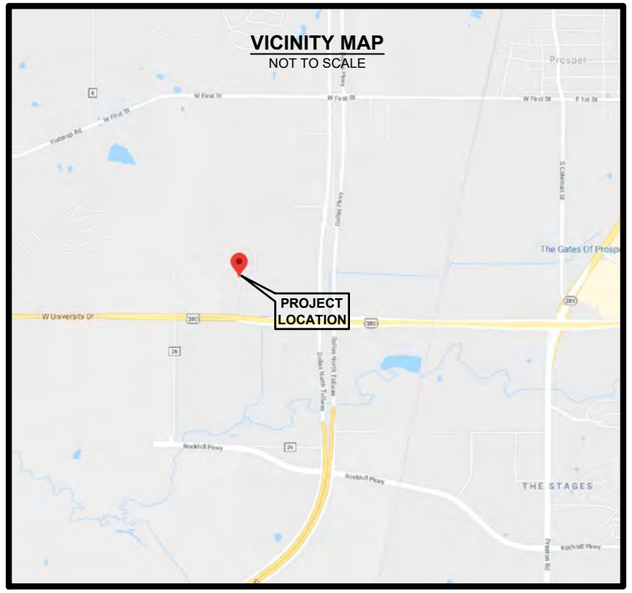
Const Manager _____

DRIVING INSTRUCTIONS

HEADING SOUTHEAST ON TRI COUNTY PKWY TOWARD CORRIDOR PKWY, TAKE THE 1ST LEFT ONTO CORRIDOR PKWY FOR 0.13 MILES, TAKE THE 1ST RIGHT ONTO TRITON DR FOR 0.23 MILES, TAKE THE 1ST RIGHT ONTO FM 3009 FOR 0.18 MILES, TAKE THE LEFT ONTO INTERSTATE 35 FOR 0.58 MILES, THEN MERGE ONTO I-35 N VIA RAMP ON THE LEFT FOR 194.59 MILES, THEN MERGE ONTO I-35 E N/US-77 N TOWARD DALLAS FOR 58.82 MILES, TAKE THE EXIT (PORTIONS TOLL) FOR 30.21 MILES, THEN MERGE ONTO DALLAS PKWY FOR 0.45 MILES, THEN MERGE ONTO E UNIVERSITY DR/US-380 W VIA RAMP ON THE LEFT FOR 4.32 MILES TO SITE (1530 HWY 380 WEST, PROSPER, TEXAS 75078

VICINITY MAP

NOT TO SCALE



SHEET INDEX

T1	TITLE SHEET
	SURVEY
P1	SITE PHOTOGRAPHS
N1	GENERAL NOTES
A1	SITE PLAN
A1-1	DETAIL SITE PLAN
A2	SITE ELEVATION
D1	GENERAL DETAILS
D2	EROSION CONTROL

verizon

PROSPER DNT
***
1530 HWY 380 WEST
PROSPER, COLLIN COUNTY, TEXAS 75078
(519039)

APPROVAL SIGNATURES

LANDLORD

LEASING

CONSTRUCTION

01.27.21

STATE OF TEXAS
MARGARET O'BOYLE SKULTETI
91498
LICENSED
PROFESSIONAL ENGINEER

ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

SHEET TITLE

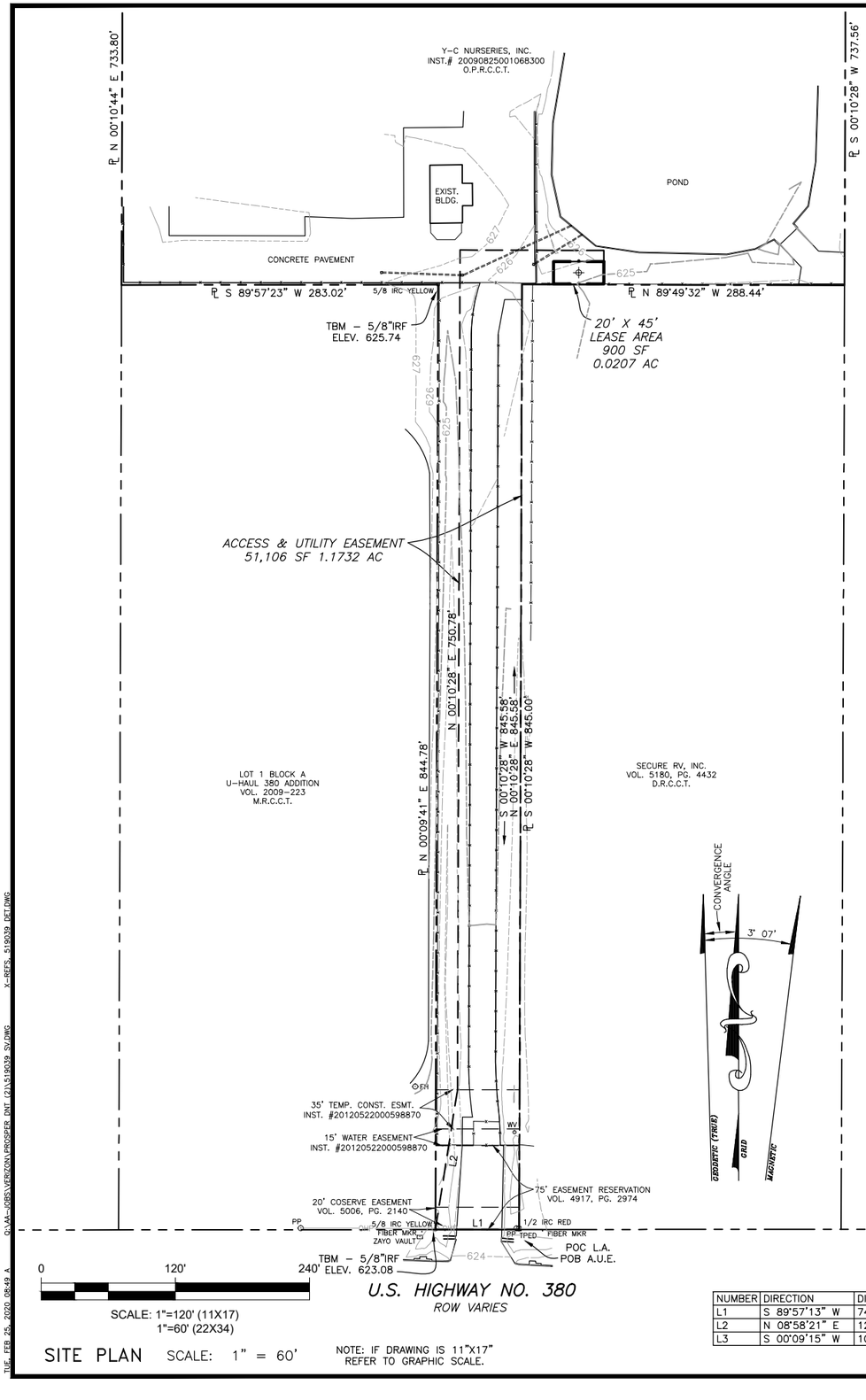
TITLE SHEET

SHEET HISTORY

01.27.21 PZ SET

T1

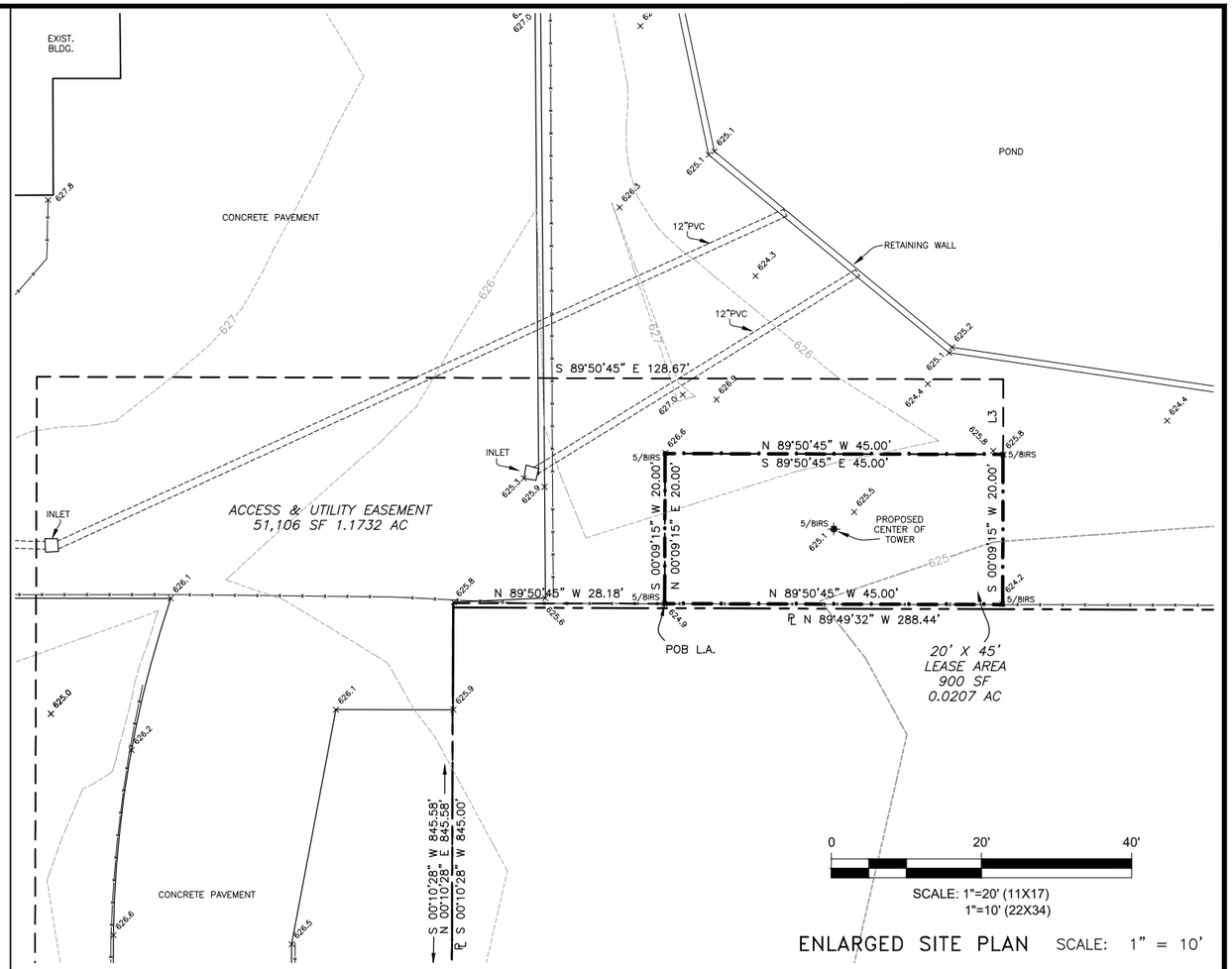
THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED



SITE PLAN SCALE: 1" = 60'

NOTE: IF DRAWING IS 11"X17" REFER TO GRAPHIC SCALE.

NUMBER	DIRECTION	DISTANCE
L1	S 89°57'13" W	74.86'
L2	N 08°58'21" E	126.56'
L3	S 00°09'15" W	10.00'

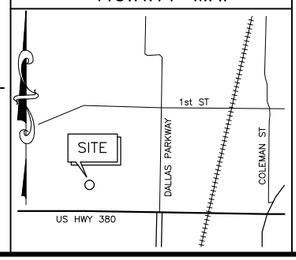


ENLARGED SITE PLAN SCALE: 1" = 10'

LEGEND

- PP – POWER POLE
- TPED – TELEPHONE RISER
- WV– WATER VALVE
- FH – FIRE HYDRANT
- TOWER CENTROID
- LP – LIGHT POLE
- EM – ELECTRIC METER
- GM – GAS METER
- IRS – IRON ROD SET
- IRF – IRON ROD FOUND
- TBM BENCH MARK
- BUILDING LINES
- FENCE LINE
- OHP POWER LINE

VICINITY MAP



PROJECT INFORMATION

CENTER OF TOWER COORDINATES:

NAD83:
LAT 33° 13' 18.4845"
LONG 96° 49' 37.2876"
ELEV. 625.4 (AMSL NAVD88)

NOTES:

INGRESS/EGRESS IN COMMON WITH LESSOR.

LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.

MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE AND IS APPROXIMATE.

LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.

BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

CONVERGENCE ANGLE: 0° 54' 45"

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48085C0230J, DATED 06/02/2009. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies unto Cellco Partnership d/b/a/ Verizon Wireless that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on April 3, 2019, and as to matters of record relies upon Abstractor's Certificate #33120-Rogers Lewis, dated effective as of July 31, 2019, issued by Precise Land Records, covering the Lease Property (the "Lease Property") described on this drawing; (b) this survey accurately shows to the best of my knowledge upon review of the existing recorded instruments provided (1) the location of any buildings, structures and other improvements situated on or within the Lease Property, (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Lease Property, and (4) all setback lines, encroachments, easements and rights-of-way across, abutting or affecting the Lease Property, as shown on the Abstractor's Certificate or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights-of-way; (c) the area of the Lease Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the legal description attached to this survey accurately state the courses and measured distances found in performing the on-the-ground survey; (e) except as shown on the survey drawing, to the best of my knowledge upon review of the existing recorded instruments provided, there are no (1) visible easements or rights-of-way across or abutting or affecting the Lease Property, (2) easements or rights-of-way across or abutting or affecting the Lease Property of which the undersigned has been advised, (3) visible encroachments from the Lease Property onto an adjacent property, or onto easements, streets, or alleys, by any of the Lease Property building structures or other improvements, or (4) visible encroachments on the Lease Property by building structures or other improvements situated on adjoining property; (f) no portion of the Lease Property has been designated as lying within a flood zone or flood prone area as designated on the most recent Flood Insurance Rate Map promulgated by the Federal Emergency Management Agency, except as shown hereon; and (g) this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Kurtis R. Webb
R.P.L.S. #4125

KRW JOB NO: 219-111

Webb Surveying, Inc.
1512 Avenue K
Plano, TX 75093
Phone: 972.422.0077
mail@webbsurvey.com

SURVEY

SITE NAME: PROSPER_DNT
SITE NUMBER: 519039

PROSPER, TX

verizon wireless
600 HIDDEN RIDGE
IRVING, TEXAS 75038

STATE OF TEXAS
KURTIS R. WEBB
4125
REGISTERED PROFESSIONAL LAND SURVEYOR

DRWN KRW
CK KRW

NO:	DATE:	DESCRIPTION:
1	02/07/2020	DATE OF SURVEY
2	02/10/2020	ISSUED
3	02/25/2020	ISSUED FOR FINAL
4	01/21/2021	MISC. REVISIONS
5		
6		
7		

SV-1

TUE, FEB 25, 2020, 08:49 A O:\AA-JOBS\VERIZON\PROSPER DNT (2)\519039_SV.DWG X-REFS: 519039 DET.DWG

20' X 45' LEASE AREA

BEING a tract of land situated in the Colin County School Land Survey, Abstract No. 147, Collin County, Texas, being out of and a portion of that certain tract of land conveyed to Y–C Nurseries, Inc. by Special Warranty Deed dated January 10, 2009, and recorded in Instrument No. 20090825001068300, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found with red cap for the most southerly southeast corner of said Y–C Nurseries, Inc., tract, same being on the north right–of–way line of U.S. Highway No. 380 (right–of–way varies), and being the southwest corner of that certain tract of land conveyed to Secure RV, Inc. by Volume 5180, Page 4432, Deed Records, Collin County, Texas;

THENCE along the west line of said Secure RV, Inc., tract, same being the most southerly east line of said Y–C Nurseries, Inc., tract, North 00 degrees 10 minutes 28 seconds East, passing at a distance of 845.00 feet an interior corner of said Y–C Nurseries tract, same being the northwest corner of said Secure RV, Inc., tract, and continuing for a total distance of 845.57 feet to a Point;

THENCE through the interior of said Y–C Nurseries, Inc., tract, South 89 degrees 50 minutes 45 seconds East, a distance of 28.18 feet to a 5/8" iron rod set with cap marked "WEBB–4125" for the POINT OF BEGINNING hereof;

THENCE through the interior of said Y–C Nurseries, Inc., tract the following four (4) courses:

1. North 00 degrees 09 minutes 15 seconds East, a distance of 20.00 feet to a 5/8" iron rod set with cap marked "WEBB–4125";
2. South 89 degrees 50 minutes 45 seconds East, a distance of 45.00 feet to a 5/8" iron rod set with cap marked "WEBB–4125";
3. South 00 degrees 09 minutes 15 seconds West, a distance of 20.00 feet to a 5/8" iron rod set with cap marked "WEBB–4125";
4. North 89 degrees 50 minutes 45 seconds West, a distance of 45.00 feet to the POINT OF BEGINNING hereof and containing 0.0207 acres or 900 square feet of land, more or less.
5.

ACCESS & UTILITY EASEMENT

BEING a tract of land situated in the Colin County School Land Survey, Abstract No. 147, Collin County, Texas, being out of and a portion of that certain tract of land conveyed to Y–C Nurseries, Inc. by Special Warranty Deed dated January 10, 2009, and recorded in Instrument No. 20090825001068300, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found with red cap for the most southerly southeast corner of said Y–C Nurseries, Inc., tract, same being on the north right–of–way line of U.S. Highway No. 380 (right–of–way varies), and being the southwest corner of that certain tract of land conveyed to Secure RV, Inc. by Volume 5180, Page 4432, Deed Records, Collin County, Texas;

THENCE along the north right–of–way line of U.S Highway No. 380, South 89 degrees 56 minutes 48 seconds West, a distance of 74.86 feet to a 5/8" iron rod with yellow cap for the most southerly southwest corner of said Y–C Nurseries, Inc., tract, same being the southeast corner of Lot 1, Block A, U–Haul 380 Addition, an addition to Colin County, Texas, according to the plat thereof recorded in Volume 2009–223, Map Records, Collin County, Texas;

THENCE through the interior of said Y–C Nurseries, Inc., tract the following eight (8) courses:

1. North 08 degrees 58 minutes 21 seconds East, a distance of 126.56 feet to a Point;
2. North 00 degrees 10 minutes 28 seconds East, a distance of 750.78 feet to a Point;
3. South 89 degrees 50 minutes 45 seconds East, a distance of 128.67 feet to a Point;
4. South 00 degrees 09 minutes 15 seconds West, a distance of 10.00 feet to a 5/8" iron rod set with cap marked "WEBB–4125" for the northeast corner of the lease area described hereon;
5. Along the north line of said lease area, North 89 degrees 50 minutes 45 seconds West, a distance of 45.00 feet to a 5/8" iron rod set with cap marked "WEBB–4125" for the northwest corner of said lease area;
6. Along the west line of said lease area, South 00 degrees 09 minutes 15 seconds West, a distance of 20.00 feet to a 5/8" iron rod set with cap marked "WEBB–4125" for the southeast corner of said lease area;
7. North 89 degrees 50 minutes 45 seconds West, a distance of 28.18 feet to a Point;
8. South 00 degrees 10 minutes 28 seconds West, passing at a distance of 0.58 feet an interior corner of said Y–C Nurseries tract, same being the northwest corner of said Secure RV, Inc., tract, and continuing for a total distance of 845.58 feet to the POINT OF BEGINNING hereof and containing 1.1732 acres or 51,106 square feet of land, more or less.

EASEMENT NOTES:

Right of Way Easement dated February 4, 1941 and filed March 18, 1953 to Denton County Electric Cooperative, Inc. and recorded in Volume 468, Page 98. General easement affecting entire parent tract; subsequently defined by Volume 5006, Page 2140.

Seventy–five (75) foot wide easement along Highway 380 reserved in Special Warranty Deed dated May 11, 2001 and filed May 14, 2001 to Reuben M. Ginsberg, P.C., Facilitator For The Benefit of Y–C Nurseries, Inc., and recorded in Volume 4917, Page 2974. Shown hereon.

Agreement Defining Area Embraced Within Easement dated August 29, 2001 and filed September 19, 2001 between Y–C Nurseries, Inc. and Denton County Electric Cooperative, Inc., d/b/a Coserv Electric and recorded in Volume 5006, Page 2140. Shown hereon.

City of Irving Water Transmission Pipeline Easement dated September 24, 2001 and filed October 5, 2001 to the City of Irving and recorded in Volume 5018, Page 2426. Does not affect the subject tract.

Affidavit to the Public dated November 1, 2001 and filed November 1, 2001 and recorded in Volume 5037, Page 4823. Affects parent tract.

Affidavit of OSSF Requiring Maintenance dated June 26, 2008 and filed June 27, 2008 and recorded in Document No. 20080627000787650. Affects parent tract.

Water Line Easement and Temporary Construction Easement dated May 7, 2012 and filed May 22, 2012 to the Town of Prosper, Texas and recorded in Document No. 20120522000598870. Shown hereon.

Amended Annexation Agreement dated July 23, 2014 and filed October 20, 2014 between the Town of Prosper, Texas and Y–C Nurseries, Inc. and recorded in Document No. 20141020001145020. Affects parent tract.

LEGEND

- PP – POWER POLE
- TPED – TELEPHONE RISER
- WV– WATER VALVE
- FH – FIRE HYDRANT
- TOWER CENTROID
- LP – LIGHT POLE
- EM – ELECTRIC METER
- GM – GAS METER
- IRS – IRON ROD SET
- IRF – IRON ROD FOUND
- TBM BENCH MARK
- BUILDING LINES
- FENCE LINE
- OHP POWER LINE

VICINITY MAP

PROJECT INFORMATION

CENTER OF TOWER COORDINATES:

NAD83:
LAT 33° 13' 18.4845"
LONG 96° 49' 37.2876"
ELEV. 625.4 (AMSL NAVD88)

NOTES:

INGRESS/EGRESS IN COMMON WITH LESSOR.

LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.

MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE AND IS APPROXIMATE.

LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.

BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

CONVERGENCE ANGLE: 0° 54' 45"

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY–PANEL NUMBER 48085C0230J, DATED 06/02/2009. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies unto Cellco Partnership d/b/a/ Verizon Wireless that (a) this survey drawing is based upon an on–the–ground survey made by the undersigned on April 3, 2019, and as to matters of record relies upon Abstractor's Certificate #33120–Rogers Lewis, dated effective as of July 31, 2019, issued by Precise Land Records, covering the Lease Property (the "Lease Property") described on this drawing; (b) this survey accurately shows to the best of my knowledge upon review of the existing recorded instruments provided (1) the location of any buildings, structures and other improvements situated on or within the Lease Property, (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Lease Property, and (4) all setback lines, encroachments, easements and rights–of–way across, abutting or affecting the Lease Property, as shown on the Abstractor's Certificate or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights–of–way; (c) the area of the Lease Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the legal description attached to this survey accurately state the courses and measured distances found in performing the on–the–ground survey; (e) except as shown on the survey drawing, to the best of my knowledge upon review of the existing recorded instruments provided, there are no (1) visible easements or rights–of–way across or abutting or affecting the Lease Property, (2) easements or rights–of–way across or abutting or affecting the Lease Property of which the undersigned has been advised, (3) visible encroachments from the Lease Property onto an adjacent property, or onto easements, streets, or alleys, by any of the Lease Property building structures or other improvements, or (4) visible encroachments on the Lease Property by building structures or other improvements situated on adjoining property; (f) no portion of the Lease Property has been designated as lying within a flood zone or flood prone area as designated on the most recent Flood Insurance Rate Map promulgated by the Federal Emergency Management Agency, except as shown hereon; and (g) this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Kurtis R. Webb
R.P.L.S. #4125

KRW JOB NO: 219–111

Webb Surveying, Inc.
Land Sur...
3517 Darion Lane
Plano, TX 75093
Phone: (214) 92...
mail@webbsurvey...

SURVEY

SITE NAME: PROSPER_DNT
SITE NUMBER: 519039

PROSPER, TX

verizon wireless
600 HIDDEN RIDGE
IRVING, TEXAS 75038

STATE OF TEXAS REGISTERED KURTIS R. WEBB 4125 PROFESSIONAL LAND SURVEYOR

DRWN KRW
CK KRW

NO:	DATE:	DESCRIPTION:
1	02/07/2020	DATE OF SURVEY
2	02/10/2020	ISSUED
3	02/25/2020	ISSUED FOR FINAL
4	01/21/2021	MISC. REVISIONS
5		
6		
7		

SV–2

TUE, FEB 25, 2020 08:49 A Q:\AA–JOBS\VERIZON\PROSPER DNT (2)\519039 SV.DWG X–REFS, 519039 DET.DWG

1 SITE PHOTOGRAPH

2 SITE PHOTOGRAPH

NOTE: REFER TO SHEET A1 AND/OR A1-1 FOR LOCATIONS FROM WHICH PHOTOS WERE TAKEN

3 SITE PHOTOGRAPH

4 SITE PHOTOGRAPH

verizon

PROSPER DNT
***
1530 HWY 380 WEST
PROSPER, COLLIN COUNTY, TEXAS 75078
(519039)

APPROVAL SIGNATURES
LANDLORD
LEASING
CONSTRUCTION

01.27.21

STATE OF TEXAS
MARGARET O'BOYLE SKULTETI
91498
LICENSED
PROFESSIONAL ENGINEER

ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

SHEET TITLE
SITE PHOTOGRAPHS

SHEET HISTORY
01.27.21 PZ SET

P1

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED

GENERAL NOTES:

1. FOR THE PURPOSE OF THESE CONSTRUCTION DOCUMENTS, THE FOLLOWING DEFINITIONS SHALL APPLY:
   CONTRACTOR – GENERAL CONTRACTOR
   OWNER – OWNER OF THE SITE
   PROJECT MANAGER – NEW CARRIER'S PROJECT MANAGER
2. CARE SHALL BE TAKEN TO PROTECT THE SITE AND THE SURROUNDING AREA FROM FIRE HAZARD DURING 'HOT' OPERATIONS. ADEQUATE EQUIPMENT, PERSONNEL AND EMERGENCY COMMUNICATIONS SHALL BE PROVIDED TO PROTECT LIFE AND PROPERTY IN AND SURROUNDING THE CONSTRUCTION SITE.
3. ALL EXCAVATIONS SHALL BE BARRICADED FOR PERSONNEL PROTECTION AND IF CONCRETE PIERS ARE DRILLED, THEY SHALL BE FILLED BY END OF DAY.
4. VERIFY REQUIREMENTS OF OTHER TRADES PRIOR TO PROCEEDING WITH FABRICATION OR INSTALLATION OF MATERIALS.
5. COMPLETE SHOP DRAWINGS SHALL BE PROVIDED FOR ALL FABRICATED ITEMS FOR REVIEW PRIOR TO FABRICATION. DRAWINGS CONTAINED IN THESE CONSTRUCTION DOCUMENTS SHALL NOT BE REPRODUCED FOR SHOP DRAWINGS.
6. THE BUILDER/SUBCONTRACTOR SHALL BE RESPONSIBLE WITH NO ADDITIONAL COSTS TO THE OWNER/LESSOR/PROJECT MANAGEMENT TEAM FOR ALL FEES, PERMITS, INSPECTION FEES RELATED TO THIS PROJECT, OR SEE THAT ANY AND ALL SUCH CHARGES ARE PAID BY THE RESPECTIVE SUBCONTRACTORS ASSOCIATED WITH THIS PROJECT.
7. DIMENSIONS NOTED AS '+/–' OR 'VERIFY' ARE BASED ON MATCHING EXISTING CONDITIONS AND MAY VARY SLIGHTLY FROM THE DIMENSIONS AS SHOWN. NOTIFY THE ARCHITECT / ENGINEER AND CARRIER'S PROJECT MANAGER IF SIGNIFICANT VARIATIONS ARE ENCOUNTERED AT THE SITE.
8. THE NATURE OF THE SITE RELATED ACTIVITIES REQUIRES THAT ACCESS TO THE SITE MUST BE MANAGED AT ALL TIMES DURING HOURS OF OPERATION AND WHEN THE SITE IS UNATTENDED. WORK WITH THE OWNERS REPRESENTATIVE FOR SAFETY AND SECURITY AT ALL TIMES.
9. CONTRACTORS SHALL BE REQUIRED TO PICK UP ALL OWNER SUPPLIED EQUIPMENT AS DIRECTED BY THE PROJECT MANAGER WITH NO ADDITIONAL COST TO THE JOB.
10. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
11. CONTRACTOR SHALL HAVE A PRECONSTRUCTION MEETING WITH THE CARRIER'S PROJECT MANAGER TO DISCUSS ALL ASPECTS OF THE SCOPE OF THESE DRAWINGS TO ENSURE HE IS FAMILIAR WITH AND UNDERSTANDS ALL REQUIREMENTS AND INTENT OF EACH ACTIVITY.
12. THE CONTRACTOR SHALL REVIEW, BE THROUGHLY FAMILIAR WITH AND UNDERSTAND ALL DOCUMENTS CONCERNING THIS PROJECT INCLUDING, BUT NOT LIMITED TO, THIS SET OF DOCUMENTS; TOWER AND TOWER FOUNDATION DRAWINGS; SHELTER AND/OR PLATFORM DRAWINGS (IF APPLICABLE); RF TRANSPARENT CONCEALMENT SCREEN DRAWINGS (IF APPLICABLE) AND ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES & ORDINANCES.
13. NO WORK OF ANY KIND SHALL BE ACCOMPLISHED BY ANY TRADE IN FRONT OF ANY OPERATING ANTENNA.
14. UNLESS OTHERWISE NOTED ON THE DRAWINGS, ALL FABRICATED STEEL ITEMS SHALL BE HOT DIPPED GALVANIZED PRIOR TO SHIPPING TO THE SITE.

EXISTING TOWERS:

1. CONTRACTOR SHALL ATTAIN AND VERIFY "STRUCTURAL ANALYSIS REPORT" OF EXISTING TOWER FOR STRUCTURAL ADEQUACIES AND EXACT PLACEMENT OF ANTENNAS AND CABLING. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE STRUCTURAL ANALYSIS REPORT AND NOTIFY ARCHCOMM LLC IN THE CASE OF A DISCREPANCY. ANY STRUCTURAL MODIFICATIONS, IF REQUIRED, SHALL BE DONE PRIOR TO THE INSTALLATION OF NEW ANTENNAS, CABLING & OTHER EQUIPMENT.
2. THE EXISTING TOWERS CAPACITY TO SUPPORT NEW EQUIPMENT IS IN PART BASED ON THE ASSUMPTION THAT IT WAS BUILT AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION (REFER TO STRUCTURAL ENGINEERS ANALYSIS & REPORT). THE CONTRACTOR SHALL MAKE A VISUAL INSPECTION OF THE EXISTING TOWER PRIOR TO THE START OF ANY NEW CONSTRUCTION AND REPORT TO THE PROJECT MANAGER ANY CONDITION THAT HE BELIEVES IS NOT IN KEEPING WITH TIA–222–G ANNEX J: MAINTENANCE AND CONDITION ASSESSMENT.

EXISTING CONDITIONS:

1. DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE ACCOMPLISHED IN SUCH A MANNER THAT NO DISRUPTION OF EXISTING FACILITY OPERATIONS WILL OCCUR.
2. THIS BUILDER/SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING FACILITIES AND SHALL REPLACE OR REPAIR TO THE ORIGINAL CONDITION AS DETERMINED BY THE PROJECT MANAGER.
3. CUT AND PATCH ANY AREAS WHERE REQUIRED BY THE SCOPE OF THIS PROJECT. MATCH EXISTING WORK AND MATERIALS EVEN IF SUCH WORK FALLS OUTSIDE OF THE LIMITS OF THIS CONTRACT.
4. THE OWNER OF THE SITE RETAINS SALVAGE RIGHTS TO ALL MATERIALS AND EQUIPMENT REMOVED FROM THE EXISTING WORK. MATERIALS AND EQUIPMENT NOT CLAIMED BY THE OWNER SHALL BECOME THE PROPERTY OF THE BUILDER/SUBCONTRACTOR WHO SHALL ASSUME COMPLETE RESPONSIBILITY FOR THE REMOVAL AND APPROPRIATE DISPOSAL THEREOF.
5. VERIFY ALL EXISTING SITE CONDITIONS, QUANTITIES AND DIMENSIONS BEFORE STARTING WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH THE WORK.
6. ALL BIDDERS SHALL VISIT THE SITE BEFORE BIDDING TO FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS.
7. CARE SHALL BE TAKEN TO LOCATE ALL EXISTING UNDERGROUND OBSTRUCTIONS, UTILITIES AND/OR EASEMENTS BEFORE DIGGING OR DRILLING ON THE SITE.
8. UTILITY CHECK – BEFORE COMMENCING ANY WORK AT THE SITE, CONTACT THE ONE CALL SYSTEM IN THE STATE IN WHICH UNDERGROUND WORK IS BEING DONE. REFER TO ONE CALL NOTE ON SITE PLAN.

CONSTRUCTION CODES:

1. ALL WORK SHALL BE ACCOMPLISHED AS PER ALL APPLICABLE CURRENT STATE, LOCAL AND NATIONAL CODES. THESE CODES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
   INTERNATIONAL BUILDING CODE (OR LOCAL ACCEPTED CODE)
   NATIONAL FIRE PROTECTION ASSOCIATION–
   NFPA 70, NATIONAL ELECTRIC CODE
   THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION–
   SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
   THE AMERICAN CONCRETE INSTITUTE–
   BUILDING CODE REQUIREMENTS OF REINFORCED CONCRETE.
   AMERICAN WELDING SOCIETY–
   STRUCTURAL WELDING CODE– STEEL.
   TOWER DESIGN – STANDARD PER EIA/TIA–
   TIA 222 G SPECIFICATIONS.
   TIA 607 GROUNDING & BONDING REQUIREMENTS FOR TELECOMMUNICATIONS.
   TIA 568 COMMERCIAL BUILDING TELECOMMUNICATION WIRING STANDARD.
   TIA 569 COMMERCIAL BUILDING STANDARDS FOR TELECOMMUNICATION PATHWAYS AND SPACES.
   INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)–
   IEEE 81 – GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE & EARTH SURFACE POTENTIALS OF A GROUND SYSTEM.
   IEEE 1100 – RECOMMENDED PRACTICE FOR POWERING & GROUNDING OF ELECTRONIC EQUIPMENT.
   IEEE C62.41 – RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS.
   ANSI T1.311–
   FOR TELECOM – DC POWER SYSTEMS – TELECOM, ENVIRONMENTAL PROTECTION.

   HANDICAP REQUIREMENTS: THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. ADA ACCESS REQUIREMENTS DO NOT APPLY.

   OTHER REQUIREMENTS: THIS FACILITY HAS NO PLUMBING OR PARKING.
2. FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

FLOOD HAZARD ZONES:

1. ALL SITES LOCATED WITHIN A FLOOD HAZARD ZONE SHALL HAVE TOP OF SLAB AND/OR TOP OF GRATING RAISED TO BE AT LEAST 12" ABOVE THE BASE FLOOD ELEVATION. THIS INCLUDES SHELTERS, RAISED EQUIPMENT PLATFORMS, GENERATORS, FUEL TANKS AND ALL ELECTRICAL EQUIPMENT.

SITE DEVELOPMENT & FINISHING NOTES:

1. DIGGING AND EXCAVATION – HAND DIG ALL EXCAVATIONS AND TRENCHES IN AREAS SUSPECTED TO CONTAIN EXISTING GROUNDING CONDUCTORS, GROUND RODS, POWER/TELCO CABLES OR OTHER BURIED UTILITIES.
2. COLLOCATION SITE FINISHING – UNLESS OTHERWISE DIRECTED BY THE NEW CARRIER'S PROJECT MANAGER, AREAS OF COMPOUND EXPANSION OR SPACE LOCATED WITHIN THE LEASED AREA SHALL BE FINISHED TO THE SAME STANDARD AS THE BALANCE OF THE EXISTING COMPOUND OR AT THE SOLE DISCRETION OF THE NEW CARRIER'S PROJECT MANAGER, THE FINISH STANDARD OF THE NEW CARRIER SHALL BE PROVIDED. REFER TO ITEM #3 BELOW.
3. NEW CARRIER'S SITE FINISH STANDARD – PROVIDE A MINIMUM 4" THICK LAYER OF CRUSHED STONE (APPROX. 1" DIAMETER W/O FINES) OVER 6 MIL. WEED BARRIER, OVER 6" COMPACTED BASE. FILL MATERIAL SHALL BE EQUAL TO CRUSHED LIMESTONE CONFORMING TO STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS FOR TYPE 'A', GRADE 2 MATERIAL COMPACTED TO 95% PROCTOR DENSITY OVER A COMPACTED SUB–GRADE THAT WAS SCARIFIED AND RECOMPACTED TO 95% PROCTOR DENSITY.
4. REPAIR/REPLACE – AT NO ADDITIONAL EXPENSE TO THIS CONTRACT, ANY CONSTRUCTION RELATED DAMAGE TO ANY EXISTING SITE ELEMENTS OR FINISHES WITHIN THE COMPOUND, IN ADJACENT AND/OR ALONG ROUTES TO THE WORK AREA, HOWEVER INCIDENTAL TO THE PROSECUTION OF THE WORK, SHALL BE PUT IN A PRECONSTRUCTION CONDITION TO THE SATISFACTION OF THE NEW CARRIER'S PROJECT MANAGER.
5. BACKFILL – ALL BORROWED FILL MATERIAL SHALL BE EQUAL TO STATE SPECIFICATION FOR TYPE A, GRADE 1 OR 2, COMPACTED TO 95% PROCTOR DENSITY. WHERE TRENCHING IS REQUIRED BACKFILLING WITH MATERIALS EXCAVATED FROM THE TRENCH WILL BE PERMITTED UNLESS OTHERWISE DIRECTED BY THE NEW CARRIER'S PROJECT MANAGER. ALL TRENCH BACK FILLING SHOULD BE COMPACTED IN LIFTS NOT TO EXCEED 6" COMPACTED DEPTH AND TO 95% PROCTOR DENSITY FLUSH TO THE SURFACE OF THE FINISHED COMPACTED SUB–GRADE.
6. UNLESS INDICATED OTHERWISE, SITES SHALL NOT HAVE SLOPES GREATER THAN 1/4" PER FOOT AND THE AREA IMMEDIATELY AROUND NEW EQUIPMENT SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE EQUIPMENT.
7. SITES COVERED WITH EXISTING ASPHALT AND/OR CONCRETE – UNLESS NOTED OTHERWISE ON THE SITE PLAN, SAW–CUT & REMOVE ALL EXISTING ASPHALT AND/OR CONCRETE WITHIN THE LEASE AREA. ONCE ALL COMPONENTS OF NEW CONSTRUCTION ARE IN PLACE, FURNISH & INSTALL. NEW ASPHALT AND/OR CONCRETE (AS NOTED IN SITE PLAN) TO MATCH EXISTING SO AS TO SEAL ENTIRE BASE AREA AGAINST WATER INTRUSION INTO SUBGRADE. BASE MATERIAL BELOW PAVING SHALL COMPLY WITH NOTE 5 ABOVE.
8. SITES REQUIRING RETAINING WALLS –
   UNLESS NOTED OTHERWISE ON THE SITE PLAN, ALL RETAINING WALLS SHALL BE DESIGNED BY A LICENSED STRUCTURAL ENGINEER AND BE EQUAL TO "KEYSTONE RETAINING WALL SYSTEMS", A CONTECH COMPANY, 4444 W. 78TH STREET MINNEAPOLIS, MN. 55435 (952) 897–1040). UNITS SHALL BE KEYSTONE STANDARD UNITS INSTALLED ON AN UNREINFORCED CONCRETE OR CRUSHED STONE LEVELING PAD (AS SPECIFIED BY ENGINEER). SYSTEM SHALL BE COMPLETE TO INCLUDE DRAINAGE TILE (IF REQUIRED), DRAINAGE FILL, KEYSTONE CAP, SOIL STABILIZING & REINFORCING FABRIC GRID, ETC., ALL AS DESIGNED BY ENGINEER. RETAINING WALL DESIGN SHALL BE SUBMITTED FOR APPROVAL.

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PROSPER DNT
***
1530 HWY 380 WEST
PROSPER, COLLIN COUNTY, TEXAS 75078
(519039)

APPROVAL SIGNATURES
LANDLORD
LEASING
CONSTRUCTION

01.27.21

STATE OF TEXAS
MARGARET O'BOYLE SKULTETI
91498
LICENSED
PROFESSIONAL ENGINEER

ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

SHEET TITLE
GENERAL NOTES

SHEET HISTORY
01.27.21 PZ SET

N1

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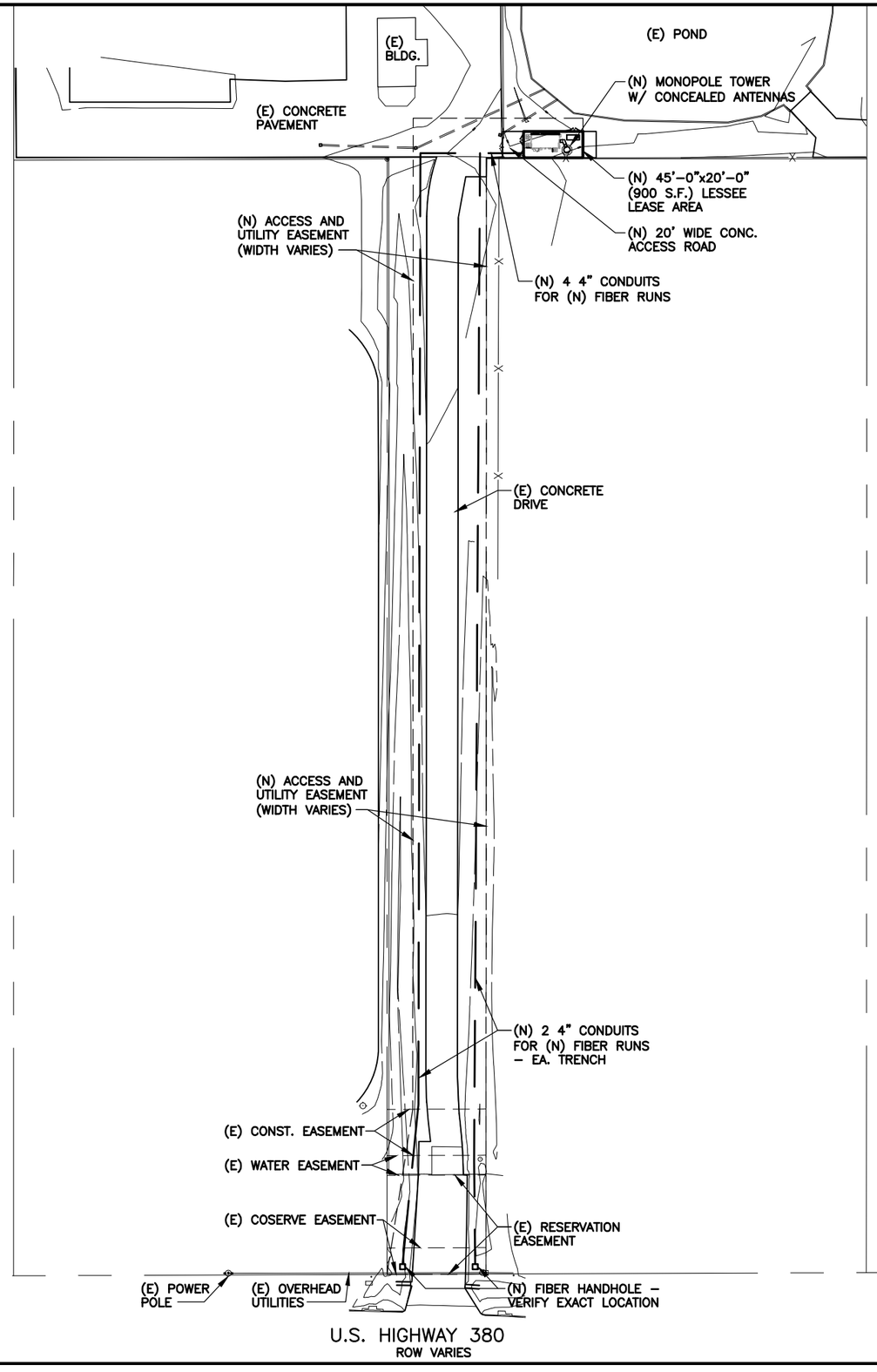

1 SITE PLAN

SCALE: 1" = 100'-0"

NORTH

(N) = NEW LESSEE
(E) = EXISTING
(F) = FUTURE

Call DigTESS dial "811"
Texas 811
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SHEET TITLE

SITE PLAN

SHEET HISTORY

01.27.21 PZ SET

A1

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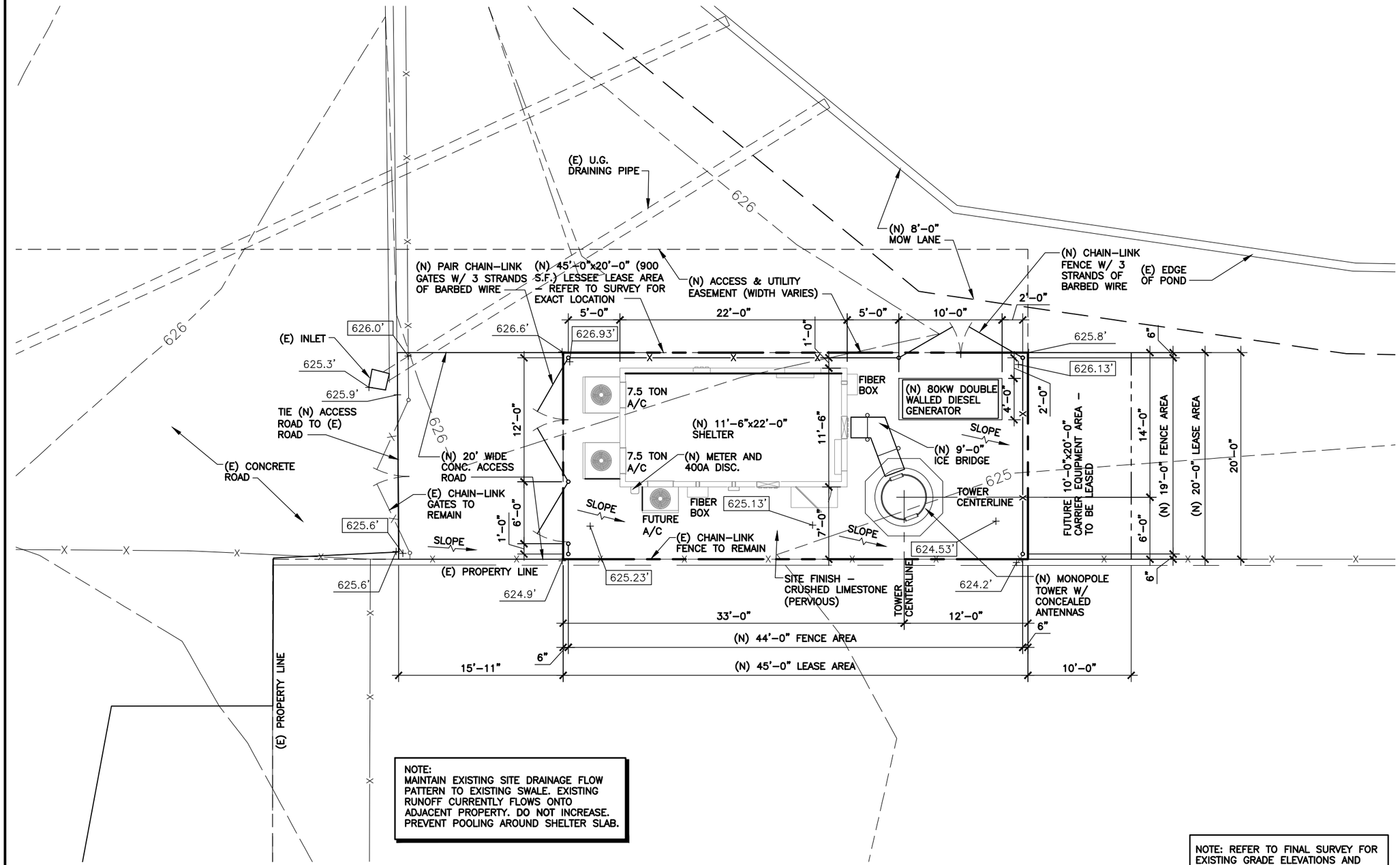

NOTE:
MAINTAIN EXISTING SITE DRAINAGE FLOW PATTERN TO EXISTING SWALE. EXISTING RUNOFF CURRENTLY FLOWS ONTO ADJACENT PROPERTY. DO NOT INCREASE. PREVENT POOLING AROUND SHELTER SLAB.

NEW IMPERVIOUS COVER:

EQUIPMENT SHELTER . . .	262 S.F.
TOWER FOUNDATION	46 S.F.
ACCESS ROAD	320 S.F.
TOTAL	628 S.F.

ADDITIONAL RUN-OFF FLOWS ARE NOT MEASURABLE.

1 DETAIL SITE PLAN

SCALE: 1" = 10'-0"

NORTH

NOTE: REFER TO FINAL SURVEY FOR EXISTING GRADE ELEVATIONS AND CONTOURS.

000.00' (N) TOP OF COMPACTED BASE ELEVATION - ELEVATION SET TO AMSL

(N) = NEW LESSEE
(E) = EXISTING
(F) = FUTURE

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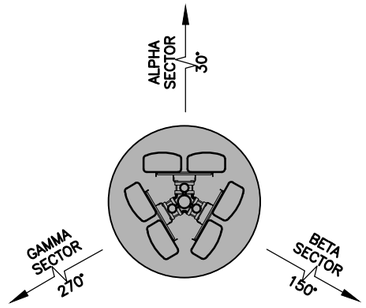
SHEET TITLE
DETAIL SITE PLAN

SHEET HISTORY
01.27.21 PZ SET

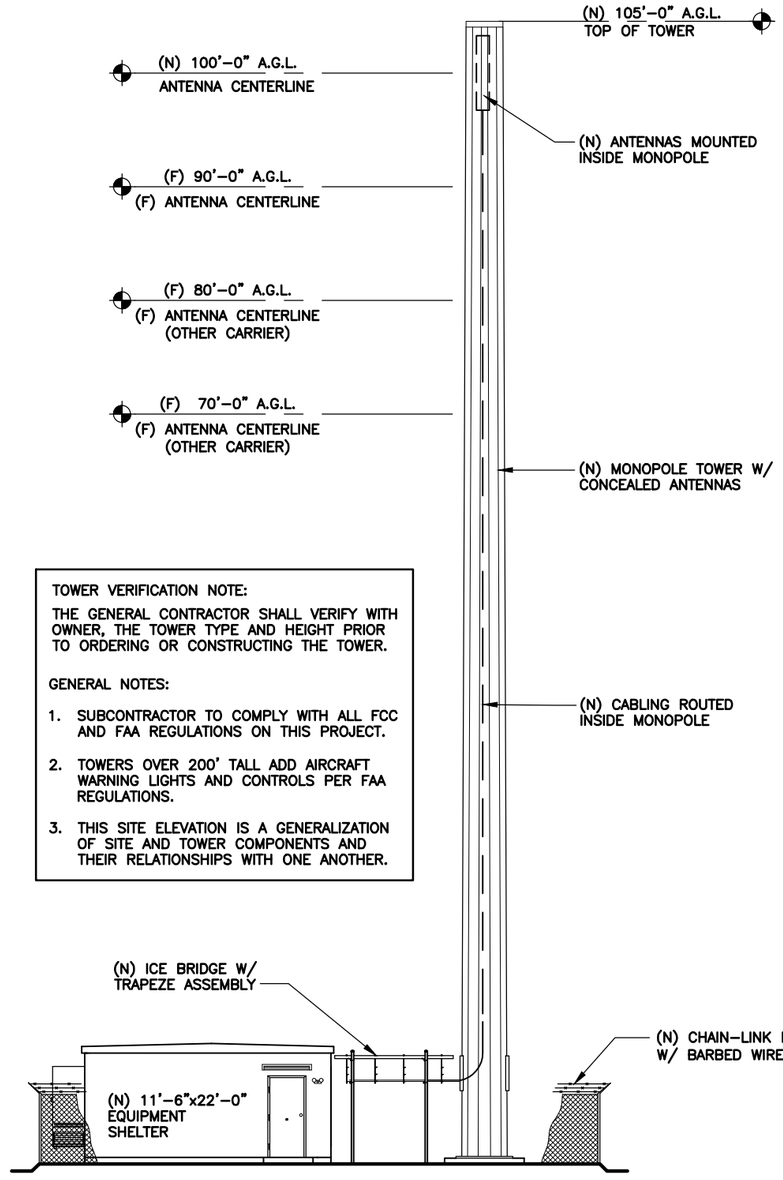
A1-1



2 PLAN OF ANTENNA SECTORS

SCALE: 1/4" = 1'-0" ⊙ 100' ANTENNA CENTERLINE

NOTE: TOP OF TOWER DIAMETER SHALL BE 48"



TOWER VERIFICATION NOTE:

THE GENERAL CONTRACTOR SHALL VERIFY WITH OWNER, THE TOWER TYPE AND HEIGHT PRIOR TO ORDERING OR CONSTRUCTING THE TOWER.

GENERAL NOTES:

1. SUBCONTRACTOR TO COMPLY WITH ALL FCC AND FAA REGULATIONS ON THIS PROJECT.
2. TOWERS OVER 200' TALL ADD AIRCRAFT WARNING LIGHTS AND CONTROLS PER FAA REGULATIONS.
3. THIS SITE ELEVATION IS A GENERALIZATION OF SITE AND TOWER COMPONENTS AND THEIR RELATIONSHIPS WITH ONE ANOTHER.

(N) = NEW LESSEE
(E) = EXISTING
(F) = FUTURE

1 SITE ELEVATION

SCALE: N.T.S.

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SHEET TITLE
SITE ELEVATION

SHEET HISTORY
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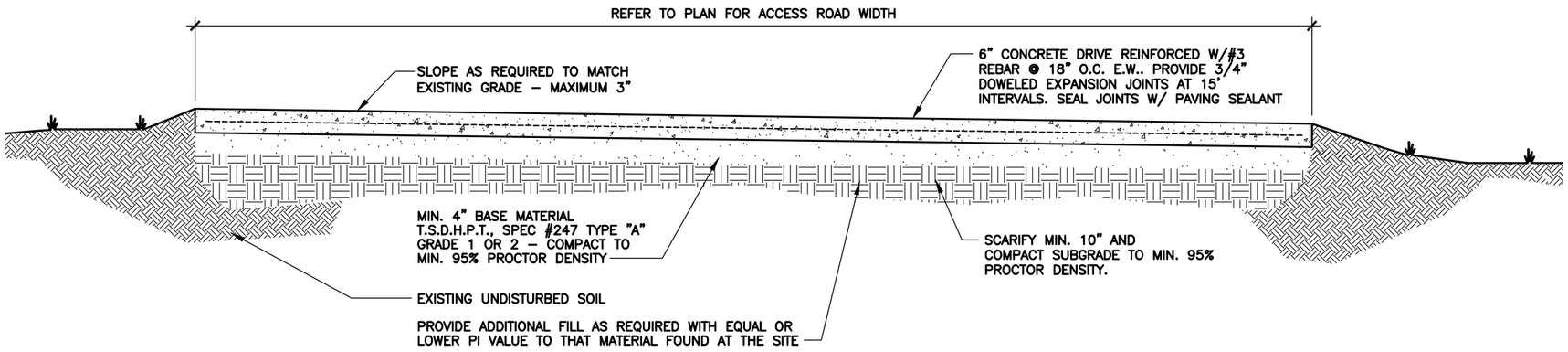
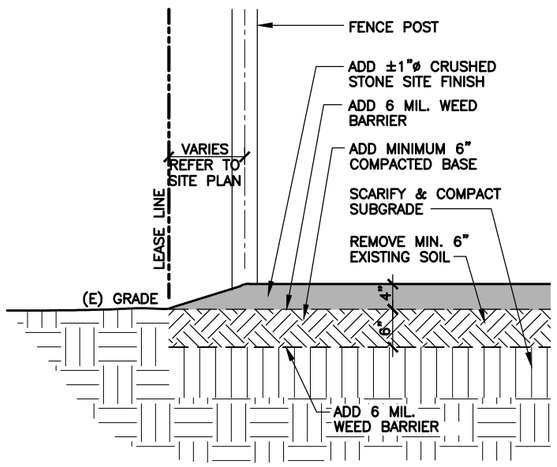


1 ACCESS ROAD SECTION

SCALE: 1/2" = 1'–0"



2 SITE EDGE DETAIL

SCALE: 1/2" = 1'–0" AT FENCE

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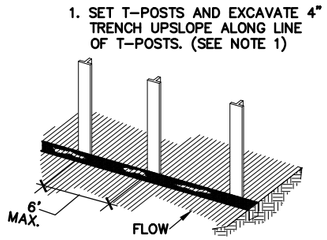
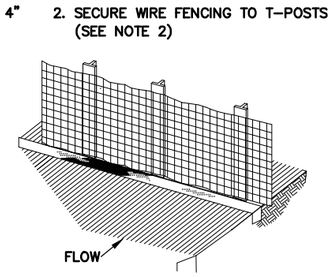
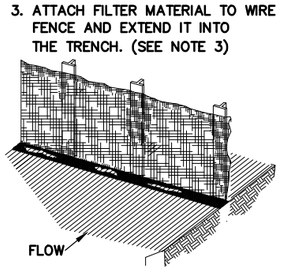
SHEET TITLE
GENERAL DETAILS

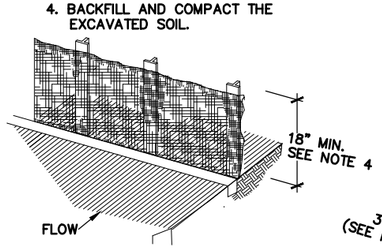
SHEET HISTORY
01.27.21 PZ SET

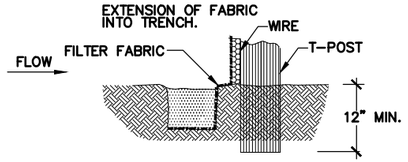
D1

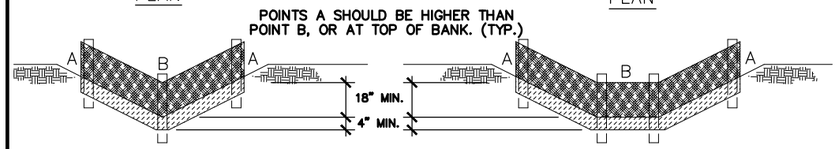












"V–DITCH" SECTION/ELEVATION

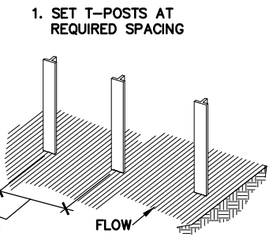
TRAPEZOIDAL SECTION/ELEVATION

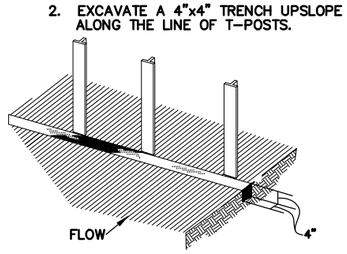
CONSTRUCTION NOTES

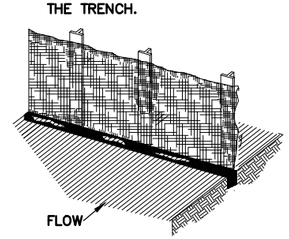
1. SET STEEL T–POSTS SPACED A MAXIMUM OF 6 FEET APART AND EMBEDDED A MINIMUM OF 12 INCHES.
2. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO T–POSTS WITH WIRETIES.
3. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24 INCHES AT TOP AND MIDSECTION.
4. MINIMUM HEIGHT OF FILTER SHOULD BE 18 INCHES AND A MAXIMUM OF 36 INCHES ABOVE NATURAL GROUND.
5. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED 6 INCHES AT THE T–POSTS AND FOLDED.

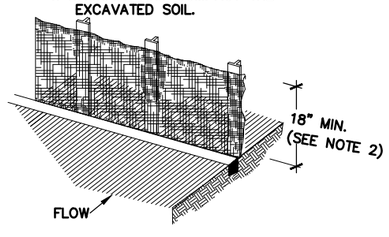
1 REINFORCED FILTER FABRIC BARRIER

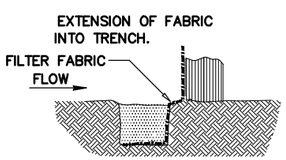
SCALE: N.T.S.

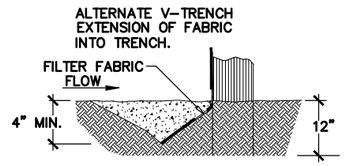












CONSTRUCTION NOTES

1. STEEL T–POST TO BE SET AT MAXIMUM SPACING OF 3 FEET AND EMBEDDED A MINIMUM OF 8 INCHES. IF PREASSEMBLED FENCE WITH SUPPORT NETTING IS USED, SPACING OF T–POSTS MAY BE INCREASED TO 8 FEET MAXIMUM.
2. ATTACH FILTER FABRIC TO T–POSTS. FILTER FABRIC FENCE SHALL HAVE A MINIMUM HEIGHT OF 18 INCHES AND MAXIMUM HEIGHT OF 36 INCHES ABOVE NATURAL GROUND.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHOULD BE OVERLAPPED 6 INCHES AT THE T–POSTS AND FOLDED.

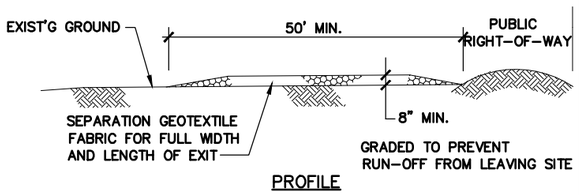
2 FILTER FABRIC BARRIER

SCALE: N.T.S.

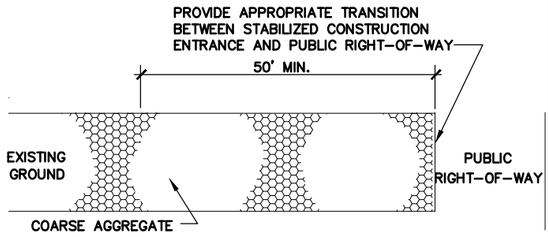
1) T–POSTS SHALL BE MEDIUM DUTY, 13 GAUGE STEEL WITH GREEN POWER COAT FINISH. 14 GAUGE "LI" POSTS MAY BE SUBSTITUTED FOR T–POSTS.
2) THE CONTRACTOR SHALL UTILIZE THESE DETAILS AS APPROPRIATE TO THE INDIVIDUAL PROJECT.

4 GENERAL NOTES

SCALE: N.T.S.



PROFILE



PLAN VIEW

CONSTRUCTION NOTES

1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
2. THICKNESS SHALL BE NOT LESS THAN 6 INCHES.
3. WIDTH SHALL BE NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
4. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
5. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE A TRUCK WASHING AREA. AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE TRUCK WASHING AREA.

3 STABILIZED CONSTRUCTION EXIT

SCALE: N.T.S.

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE–USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED

verizon

PROSPER DNT
***
1530 HWY 380 WEST
PROSPER, COLLIN COUNTY, TEXAS 75078
(519039)

APPROVAL SIGNATURES
LANDLORD
LEASING
CONSTRUCTION

01.27.21

STATE OF TEXAS
MARGARET O'BOYLE SKULTETI
91498
LICENSED
PROFESSIONAL ENGINEER

ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

SHEET TITLE
EROSION CONTROL

SHEET HISTORY
01.27.21 PZ SET

D2

VINCENT GERARD & ASSOCIATES, INC.

Mr. Alex Glushko, AICP
Planning Manager
Town of Prosper, Texas

December 1, 2020

RE: Annexation Agreement Amendment request, Y.C. Nurseries Inc., Verizon Wireless Site Plan Exhibit B & Final Plat submittal request. 1530 W. University Drive, Prosper Tx 75078

Mr. Glushko,
Per our pre-development meeting and request from Verizon Wireless for a wireless communications facility at the Landowner, Y.C. Nurseries Inc., we hereby request to amend the landowner's annexation agreement to include the wireless site plan as Exhibit B. The documents discussed for review & approval process to be uploaded are as follows;

1) Draft Annexation agreement signed by the landowner,
2) Verizon Site Plan for full review, once completed and cleared by your staff, be included in the annexation agreement as an exhibit of existing and/or proposed conditions,
3) Parent tract Final Plat, prepared by a licensed surveyor,

Based on the customer demand for wireless and the growth rate in Prosper Texas, Verizon Radio Frequency engineers have designated the above site location as a perfect location for a Wireless structure for their customers. We have included the Radio Frequency engineers study for coverage in this immediate vicinity. This site will be a "Stealth" structure, with the antenna concealed in canisters, complying with current Prosper code. In exchange, the Town of Prosper will not annex the parent tract and have agreed to review and approve the wireless facility through a drafted annexation agreement process.

The Verizon team has designed the structure to accommodate a 2nd carrier, again as per code, with the antenna concealed in canisters, at 105' height. Verizon will utilize the first 2 antenna centerlines, at 100' and 90' heights. This is required height separation due to the length of the antenna and the structural capability of the tower. If the tower is reduced to 100' top of structure, it will still work for Verizon, however the 2nd carrier may not have ideal height to accommodate the 4th antenna ring at 65'. Typically, each canister is designed to hold 3 antennae for 360-degree coverage. High traffic areas will utilize up to 12 antenna per sector. This is a high traffic location. Height is critical for each carrier, and if the height is reduced, even 5' makes a coverage difference at the lower levels. It would benefit the Town to maximize the additional height in order to attract a 2nd carrier to this location. Stealth provisions always make it difficult for 2nd carrier options, so the goal and objectives of combining competing carriers on the same structure is a challenge. To minimize the chances of an additional facility, the Town should allow additional height for all.

It is our understanding that the Town of Prosper will undertake a full review of the engineered site plan to determine the appropriate drainage, grading and design of the site. Once the review is in approvable form, the Town will utilize the site plan as an exhibit in the amended Annexation agreement. Water & Wastewater is not necessary for this land use, so utility review is not applicable for Verizon. Only power and fiber are needed. ETJ sites in Prosper also require a Building Permit from the Town, again after review is complete.

Prosper has requested the landowner and Verizon to file a final plat on the parent tract. This plat will accompany the site plan within Town review, and include Collin County. The plat is required to formalize the tract as a legal lot. This final plat will be recorded in Collin County Plat Records after approval and will require Planning and Zoning Commission approval after the review is complete.

If there are any questions on this application please let us know.

Respectfully

Vincent G. Huebinger

Xc: Christi Sterling, Y-C Nurseries.

PLANNING

TOWN OF PROSPER

Prosper is a place where everyone matters.

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 – March 9, 2021**

Agenda Item:

Consider and act upon an ordinance rezoning 55.8± acres, located on the west side of Good Hope Road, south of Parvin Road, from Agricultural (A) to Planned Development-40 (PD-40), generally to incorporate tracts of land into the Windsong Ranch development. (Z20-0023).

History

This item was tabled at the February 23, 2021, Town Council meeting, per a request by the applicant to allow for additional time for legal review.

Description of Agenda Item:

On January 26, 2021, Town Council approved rezoning request (Z20-0023) generally to incorporate tracts of land into the Windsong Ranch development by a vote of 7-0. An ordinance has been prepared accordingly.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Ordinance Exhibits

Staff Recommendation:

Staff recommends the Town Council approve the request to rezone 55.8± acres, located on the west side of Good Hope Road, south of Parvin Road, from Agricultural (A) to Planned Development-40 (PD-40), generally to incorporate tracts of land into the Windsong Ranch development.

Proposed Motion:

I move to approve an ordinance rezoning 55.8± acres, located on the west side of Good Hope Road, south of Parvin Road, from Agricultural (A) to Planned Development-40 (PD-40), generally to incorporate tracts of land into the Windsong Ranch development.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2021-__**

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING THE TOWN'S ZONING ORDINANCE AND ZONING ORDINANCE NO. 08-030, AS AMENDED, BY REZONING A TRACT OF LAND CONSISTING OF 2175.998 ACRES, MORE OR LESS, SITUATED IN THE C. SMITH SURVEY, ABSTRACT NO. 1681, THE J. BATES SURVEY, ABSTRACT NO. 1620, THE L. SALING SURVEY, ABSTRACT NO. 1675, THE H.P. SALING SURVEY, ABSTRACT NO. 1628, THE M.E.P. & P. RR SURVEY, ABSTRACT NO. 1476, THE P. BARNES SURVEY, ABSTRACT NO. 79, THE B. HADGES SURVEY, ABSTRACT NO. 593, THE A.B. JAMISON SURVEY, ABSTRACT NO. 672, THE B.B. WALTON SURVEY, ABSTRACT NO. 1369, THE T. BUTTON SURVEY, ABSTRACT NO. 1369, THE P.R. RUE SURVEY, ABSTRACT NO. 1555, THE J. TETTER SURVEY, ABSTRACT NO. 1262, THE L. NETHERLY SURVEY, ABSTRACT NO. 962, THE B. RUE SURVEY, ABSTRACT NO. 1113, THE A. ROBERTS SURVEY, ABSTRACT NO. 1115, THE R. YATES SURVEY, ABSTRACT NO. 1538, THE L. RUE SURVEY, ABSTRACT 1110, THE H. RUE SURVEY, ABSTRACT NO. 1111, AND THE J. MORTON SURVEY, ABSTRACT NO. 793, IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, FROM AGRICULTURAL (A) AND PLANNED DEVELOPMENT-40 (PD-40) TO PLANNED DEVELOPMENT-40 (PD-40); 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 Town's Zoning Ordinance should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request (Case Z20-0023) from Tellus Group, LLC ("Applicant") to rezone 55.756 acres from Agricultural (A) to Planned Development-40 (PD-40), being a total of 2175.998 acres of land, more or less, situated in the C. Smith Survey, Abstract No. 1681, The J. Bates Survey, Abstract No. 1620, The L. Saling Survey, Abstract No. 1675, The H.P. Saling Survey, Abstract No. 1628, The M.E.P. & P. RR Survey, Abstract No. 1476, The P. Barnes Survey, Abstract No. 79, The B. Hadges Survey, Abstract No. 593, The A.B. Jamison Survey, Abstract No. 672, The B.B. Walton Survey, Abstract No. 1369, The T. Button Survey, Abstract No. 1369, The P.R. Rue Survey, Abstract No. 1555, The J. Tetter Survey, Abstract No. 1262, The L. Netherly Survey, Abstract No. 962, The B. Rue Survey, Abstract No. 1113, The A. Roberts Survey, Abstract No. 1115, The R. Yates Survey, Abstract No. 1538, The L. Rue Survey, Abstract 1110, The H. Rue Survey, Abstract No. 1111, and The J. Morton Survey, Abstract No. 793, in the Town of Prosper, Denton County, Texas and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning 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

Amendments to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the property containing 2175.998 acres of land, more or less, situated in the C. Smith Survey, Abstract No. 1681, The J. Bates Survey, Abstract No. 1620, The L. Saling Survey, Abstract No. 1675, The H.P. Saling Survey, Abstract No. 1628, The M.E.P. & P. RR Survey, Abstract No. 1476, The P. Barnes Survey, Abstract No. 79, The B. Hadges Survey, Abstract No. 593, The A.B. Jamison Survey, Abstract No. 672, The B.B. Walton Survey, Abstract No. 1369, The T. Button Survey, Abstract No. 1369, The P.R. Rue Survey, Abstract No. 1555, The J. Tetter Survey, Abstract No. 1262, The L. Netherly Survey, Abstract No. 962, The B. Rue Survey, Abstract No. 1113, The A. Roberts Survey, Abstract No. 1115, The R. Yates Survey, Abstract No. 1538, The L. Rue Survey, Abstract 1110, The H. Rue Survey, Abstract No. 1111, and The J. Morton Survey, Abstract No. 793, in the Town of Prosper, Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development-40 (PD-40) 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 Planned Development District shall conform to, and comply with 1) the Statement of Intent and Purpose, attached hereto as Exhibit B; 2) the Development Standards, attached hereto as Exhibit C; 3) the Site Plan, attached hereto as Exhibit D; 4) the Development Schedule, attached hereto as Exhibit E; and 5) the Façade Plans, attached hereto as Exhibit F, which are incorporated herein for all purposes as if set forth verbatim.

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

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

a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.

b. One (1) copy shall be filed with the Building Official and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

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

SECTION 4

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

SECTION 5

Penalty. Any person, firm, corporation or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance, 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, as amended, 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 9TH DAY OF MARCH, 2021.

_____
Ray Smith, Mayor

ATTEST:

_____
Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

EXHIBIT "A"
Legal Descriptions for Windsong Ranch, Town of Prosper, Texas

EXHIBIT "A-1"

Legal Description of the Windsong Property

BEING a tract of land out of the C. SMITH SURVEY, Abstract No. 1681, the J. BATES SURVEY, Abstract No. 1620, the L. SALING SURVEY, Abstract No. 1675, the H.P. SALING SURVEY, Abstract No. 1628, the M.E.P. & P. RR SURVEY, Abstract No. 1476, P. BARNES SURVEY, Abstract No. 79, the B. HADGES SURVEY, Abstract No. 593, the A.B. JAMISON SURVEY, Abstract No. 672, the B.B. WALTON SURVEY, Abstract No. 1369, the T. BUTTON SURVEY, Abstract No. 88, the P.R. RUE SURVEY, Abstract No. 1555, the J. TETTER SURVEY, Abstract No. 1262, the L. NETHERLY SURVEY, Abstract No. 962, the B. RUE SURVEY, Abstract No. 1113, the A. ROBERTS SURVEY, Abstract No. 1115, in Denton County, Texas, the R. YATES SURVEY, Abstract No. 1538, the L. RUE SURVEY, Abstract No. 1110, the H. RUE SURVEY, Abstract No. 1111, the J. MORTON SURVEY, Abstract No. 793, in Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0063826 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 20041-0024459 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0014699 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0014698 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2005-0014700 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0046720 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0024462 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0024458 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0050900 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1936, Page 145 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1618, Page 329 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 547, Page 394 of the Deed Records of Denton County, Texas, being part of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1332, Page 176 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 779, Page 665 of the Deed Records of Denton County, Texas, being all of the tract of land described in deed to Ernest Mahard recorded in Volume 1938, Page 931 of the Real Property Records of Denton County, Texas being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1149, Page 500 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a TXDOT monument found in the north right-of-way line of U.S. Highway No. 380, said monument being the northeast corner of a tract of land described in deed to the State of Texas recorded in Volume 4769, Page 1768 of the Real Property Records of Denton County, Texas;

THENCE with said north right-of-way line, the following courses and distances to wit:
South 88°35'51" West, a distance of 3483.13 feet to a TXDOT monument found;
North 46°16'16" West, a distance of 83.68 feet to a fence post in the east line of Good Hope Road (no dedication recordation found);

THENCE with said east line and along a fence, North 00°25'46" West, a distance of 1453.36 feet to a fence corner found in the south line of a 25.44 acre tract of land described in deed to Nathan Goodlet recorded in Volume 3329, Page 825 of the Real Property Records of Denton County, Texas;

THENCE with said south line, North 88°56'49" East, a distance of 1435.64 feet to a 3/8" iron rod found for corner;

THENCE with the east line of said 25.44 acre tract, North 00°30'13" West, a distance of 819.11 feet to a 1/2" iron rod found for corner;

THENCE with the north line of said 25.44 acre tract, South 89°35'17" West, a distance of 1430.32 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) for corner in the east line of said Good Hope Road:

THENCE with said east line, North 00°08'13" West, a distance of 1236.96 feet to a fence corner in the south line of a tract of land described in deed to Judy Reeves;

THENCE with the south line of said Reeves tract, North 89°14'55" East, a distance of 940.90 feet to a 5/8" iron rod set for corner;

THENCE with the east line of said Reeves tract, North 00°40'52" West, a distance of 197.22 feet to a 1/2" iron rod found for corner in the south line of Fish Trap Road (no dedication recordation found);

THENCE with said south line, North 88°59'28" East, a distance of 815.80 feet to a 1/2" iron rod found for corner;

THENCE leaving said south line, North 00°06'59" West, a distance of 36.44 feet to a pk nail found in the centerline of said Fish Trap Road;

THENCE along the centerline of said Fish Trap Road, South 89°04'04" West, a distance of 1776.99 feet to a pk nail set for the intersection of the centerline of said Fish Trap Road and the centerline of said Good Hope Road;

THENCE along the centerline of said Good Hope Road, South 00°15'35" East, a distance of 3735.79 feet to a pk nail set in the north right-of-way line of said U.S. Highway No. 380;

THENCE with said north right-of-way line, the following courses and distances to wit:
South 44°02'02" West, a distance of 114.60 feet to a TXDOT monument found;
South 88°35'51" West, a distance of 2062.12 feet to a 5/8" iron rod set for corner;

South 88°50'58" West, a distance of 100.00 feet to a 5/8" iron rod set for corner;
South 89°09'27" West, a distance of 22.39 feet to a 5/8" iron rod set for corner;
North 45°50'38" West, a distance of 111.42 feet to a pk nail set in the centerline of Gee Road (no dedication recordation found);

THENCE with said centerline, North 00°01'02" West, a distance of 1114.87 feet to a pk nail set;

THENCE with the easterly most north line of a 106.26 acre tract of land described in deed to Judy Gee recorded in Volume 3130, Page 794 of the Real Property Records of Denton County, Texas, part of the way, South 89°33'35" West, a distance of 1098.63 feet to a fence corner found;

THENCE along a fence, North 12°40'03" East, a distance of 2150.51 feet to a fence corner found for the northwest corner of a 5.34 acre tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1936, Page 145 of the Real Property Records of Denton County, Texas;

THENCE the following courses and distances to wit:
North 88°30'03" West, a distance of 451.90 feet to a 5/8" iron rod set for corner;
North 59°57'10" West, a distance of 66.21 feet to a 5/8" iron rod set for corner;
North 27°15'28" West, a distance of 207.89 feet to a 5/8" iron rod set for corner;
South 79°58'04" West, a distance of 116.69 feet to a 5/8" iron rod set for corner;
South 17°11'21" West, a distance of 12.96 feet to a 5/8" iron rod set for corner;
North 65°16'52" West, a distance of 66.04 feet to a 5/8" iron rod set for the northerly most corner of said 106.26 acre tract;

THENCE with the west lines of said 106.26 acre tract, the following courses and distances to wit:
South 31°55'38" West, a distance of 494.24 feet to a 5/8" iron rod set for corner;
South 57°52'02" East, a distance of 601.93 feet to a Corp of Engineers monument found;
South 31°24'02" West, a distance of 1854.30 feet to a Corp of Engineers monument found;
South 31°27'22" West, a distance of 302.61 feet to a 5/8" iron rod set for the northeast corner of a 0.78 acre tract of land described in deed to the City of Irving recorded in Volume 4871, Page 5128 of the Real Property Records of Denton County, Texas;

THENCE the lines of said 0.78 acre tract, the following courses and distances to wit:
North 73°29'41" West, a distance of 241.29 feet to a 1/2" iron rod found for corner;
South 21°58'41" West, a distance of 181.00 feet to a 5/8" iron rod set for corner;
South 73°29'27" East, a distance of 67.00 feet to a 5/8" iron rod set for corner;
North 22°20'38" East, a distance of 41.52 feet to a 5/8" iron rod set for corner;
South 75°57'16" East, a distance of 152.12 feet to a 1/2" iron rod found in the west line of said 106.26 acre tract;

THENCE with said west line and along a fence part of the way, South 31°27'22" West, a distance of 877.59 feet to a 5/8" iron rod set for corner in the north right-of-way line of said U.S. Highway No. 380

THENCE with said north right-of-way line, North 88°48'55" West, a distance of 587.44 feet to a 5/8" iron rod set for the southeast corner of a 61.2 acre tract of land described in deed to M.

Taylor Hansel recorded in Denton County Clerk's File No. 94-R0091793 of the Real Property Records of Denton County, Texas;

THENCE with the east lines of said Hansel tract, the following courses and distances to wit:

North 08°56'01" East, a distance of 240.78 feet to a 5/8" iron rod set for corner;
North 55°59'01" East, a distance of 132.20 feet to a 5/8" iron rod set for corner;
South 20°18'01" West, a distance of 155.70 feet to a 5/8" iron rod set for corner;
South 80°49'59" East, a distance of 88.40 feet to a 5/8" iron rod set for corner;
North 45°13'01" East, a distance of 261.10 feet to a 5/8" iron rod set for corner;
South 62°15'59" East, a distance of 216.20 feet to a 5/8" iron rod set for corner;
North 15°04'01" East, a distance of 184.70 feet to a 5/8" iron rod set for corner;
North 56°01'01" East, a distance of 183.40 feet to a 5/8" iron rod set for corner;
North 18°07'01" East, a distance of 197.90 feet to a 5/8" iron rod set for corner;
North 73°19'59" West, a distance of 688.80 feet to a Corp of Engineers monument found for the southeast corner of a 107.57 acre tract of land described in deed to Fish Trap Properties, Ltd., recorded in Volume 4626, Page 2922 of the Real Property Records of Denton County, Texas;

THENCE with the east lines of said 107.57 acre tract, the following courses and distances to wit:

North 29°02'03" East, a distance of 67.81 feet to a 5/8" iron rod set for corner;
North 22°04'26" East, a distance of 710.31 feet to a Corp of Engineers monument found;
North 33°00'31" East, a distance of 221.33 feet to a Corp of Engineers monument found;
North 58°30'15" West, a distance of 249.63 feet to a Corp of Engineers monument found for the southeast corner of a 43.07 acre tract of land described in deed to Billy Jeter recorded in Volume 2125, Page 729 of the Real Property Records of Denton County, Texas;

THENCE with the east lines of said 43.07 acre tract, the following courses and distances to wit:

North 07°55'24" East, a distance of 669.72 feet to a 5/8" iron rod set for corner;
South 75°24'16" East, a distance of 402.59 feet to a Corp of Engineers monument found;
North 19°28'37" West, a distance of 739.75 feet to a Corp of Engineers monument found;
North 35°34'01" East, a distance of 531.05 feet to a Corp of Engineers monument found;
North 02°04'22" West, a distance of 172.83 feet to a fence post found in the south line of a 57.55 acre tract of land described in deed to G&S Landscaping recorded in Volume 5114, Page 1398 of the Real Property Records of Denton County, Texas;

THENCE with said south line, South 77°28'43" East, a distance of 553.04 feet to a Corp of Engineers monument found;

THENCE with the east line of said 57.55 acre tract and the east line of two tracts of land described in deed to Mary Weber recorded in Denton County Clerk's File No. 94-R0031655 of the Real Property Records of Denton County, Texas, the following courses and distances to wit:

North 01°07'34" East, a distance of 278.92 feet to a 5/8" iron rod found;
North 01°04'49" East, a distance of 510.59 feet to a Corp of Engineers monument found;
North 00°57'07" West, a distance of 149.86 feet to a Corp of Engineers monument found;
North 00°06'44" East, a distance of 1393.34 feet to a 1/2" iron rod found for corner;

North 89°49'12" West, a distance of 505.03 feet to a fence corner found in the east line of a 58.44 acre tract of land described in deed to Benny Nobles recorded in Volume 2299, Page 94 of the Real Property Records of Denton County, Texas;

THENCE with said east line, North 00°50'11" West, a distance of 810.75 feet to a fence corner found in the south line of a 99.5 acre tract of land described in deed to Rue Family Trust recorded in Volume 5032, Page 3961 of the Real Property Records of Denton County, Texas;

THENCE with the south and east lines of said 99.5 acre tract and the south line of a 90 acre tract of land described in deed to Rue Family Trust recorded in Volume 5032, Page 3961 of the Real Property Records of Denton County, Texas the following courses and distances to wit:

North 89°17'21" East, a distance of 1389.64 feet to a 5/8" iron rod set for corner;
North 03°32'47" West, a distance of 929.90 feet to a 5/8" iron rod set for corner;
South 85°47'35" West, a distance of 228.77 feet to a 1/2" iron rod found for corner;
North 02°06'10" East, a distance of 1767.38 feet to a 3/8" iron rod found for corner;
South 88°23'11" East, a distance of 1111.78 feet to a 5/8" iron rod set for in the west line of a 319.00 acre tract of land described in deed to Sammy Carey recorded in Volume 2336, Page 5411 of the Real Property Records of Denton County, Texas;

THENCE with said west line, South 00°10'32" West, a distance of 125.32 feet to a 5/8" iron rod set for corner;

THENCE with the south line of said 319.00 acre tract and the south line of a 5 acre tract of land described in deed to M.B. Allen recorded in Volume 375, Page 395 of the Deed Records of Denton County, Texas, North 88°58'42" East, a distance of 2644.03 feet to a 1/2" iron rod found in the centerline of said Good Hope Road;

THENCE along said centerline, North 00°48'31" West, a distance of 992.40 feet to a 1/2" iron rod found for corner;

THENCE with the south line of the tract of land described in deed to the Good Hope Church and continuing along Good Hope Road, South 89°38'27" East, a distance of 457.50 feet to a 5/8" iron rod set in the east line of said Good Hope Road;

THENCE with the east line of said Good Hope Road, the following courses and distances to wit:

North 01°47'00" West, a distance of 935.34 feet to a 5/8" iron rod set for corner;
North 00°15'22" West, a distance of 1726.79 feet to a 5/8" iron rod set for an ell corner in the south line of a 100 acre tract of land described in deed to Bruce Jackson recorded in Volume 4910, Page 2975 of the Real Property Records of Denton County, Texas;

THENCE with the south line of said 100 acre tract, the south line of a 134.58 acre tract of land described in deed to Little Elm Ranch Corporation recorded in Volume 5416, Page 3334 of the Real Property Records of Denton County, Texas, and the south line of a tract of land described in deed to Salvador Buentello recorded in Volume 2633, Page 648 of the Real Property Records of Denton County, Texas, North 89°42'25" East, a distance of 1545.14 feet to a 5/8" iron rod set in the centerline of a Parvin Road (no dedication recordation found);

THENCE along said centerline and with the south line of said Buentello tract, the following courses and distances to wit

North 70°58'34" East, a distance of 76.26 feet to a 5/8" iron rod set for corner;
North 74°05'38" East, a distance of 206.69 feet to a 5/8" iron rod set for corner;

North 77°25'29" East, a distance of 112.34 feet to a 1/2" iron rod found for corner;
North 01°25'12" East, a distance of 17.04 feet to a 5/8" iron rod set for corner;

THENCE continuing along said centerline, the south line of said Buentello tract, the south line of a 1.75 acre tract of land described in deed to Donna Jackson recorded in Denton County Clerk's File No. 2004-0086324 of the Real Property Records of Denton County, Texas, the south line of a 2.5 acre and 14.87 acre tracts of land described in deed to Jose Gutierrez recorded in Denton County Clerk's File No. 2004-0139581 of the Real Property Records of Denton County, Texas, and the south line of a 15 acre tract of land described in deed to William Kramer, the following courses and distances to wit:

North 89°08'54" East, a distance of 1300.08 feet to a 1/2" iron rod found for corner;
North 89°07'58" East, a distance of 3455.35 feet to a 1/2" iron rod found for the northwest corner of a 100 acre tract of land described in deed to RH-TWO, LP recorded in Denton County Clerk's File No. 2004-0086307 of the Real Property Records of Denton County, Texas;

THENCE with the west line of said 100 acre tract, South 00°40'06" West, a distance of 2809.18 feet to a 1/2" iron rod found in the centerline of Prosper Road (no dedication recordation found);

THENCE with said centerline, South 89°24'09" West, a distance of 3412.04 feet to a 1/2" iron rod found for corner;

THENCE leaving said centerline, North 00°12'44" West, a distance of 16.61 feet to a 5/8" iron rod set in the north line of said Prosper Road;

THENCE with said north line, South 89°49'30" West, a distance of 298.97 feet to a 5/8" iron rod set in the east line of a 5 acre tract of land described in deed to Curtis McDaniel recorded in Volume 354, Page 271 of the Deed Records of Denton County, Texas;

THENCE with the lines of the remainder of said 5 acre tract, the following courses and distances to wit:

North 00°15'22" East, a distance of 214.38 feet to a 5/8" iron rod set for corner;
South 89°47'16" West, a distance of 318.73 feet to a 5/8" iron rod set for corner;
South 33°13'36" East, a distance of 218.94 feet to a 5/8" iron rod set for corner;
South 72°26'17" East, a distance of 198.56 feet to a 5/8" iron rod set in the centerline of Fields Road (no dedication recordation found);

THENCE along said centerline, the following courses and distances to wit:

South 00°02'02" West, a distance of 1534.38 feet to a 5/8" iron rod set for corner;
South 00°08'41" East, a distance of 1196.19 feet to a 1/2" iron rod found for corner;
South 00°19'01" East, a distance of 1051.65 feet to a 1/2" iron rod found for corner;
South 00°46'08" West, a distance of 705.12 feet to a 5/8" iron rod set for corner;
South 20°37'31" East, a distance of 96.22 feet to a 5/8" iron rod set for corner;
South 28°15'33" East, a distance of 189.49 feet to a 3/8" iron rod found for corner;
South 02°06'04" East, a distance of 1803.07 feet to a 1" iron rod found for corner;
South 00°06'17" East, a distance of 1284.69 feet to a 5/8" iron rod set for corner;
South 00°06'37" West, a distance of 1042.41 feet to a 5/8" iron rod set for corner;

THENCE leaving the centerline of said Fields Road, South 89°11'26" West, a distance of 21.20 feet to a 5/8" iron rod set in the west line of said Field Road;

THENCE with said west line, the following courses and distances to wit:
South 00°00'27" West, a distance of 1396.62 feet to a fence corner;
South 41°23'46" West, a distance of 87.55 feet to the **POINT OF BEGINNING** and containing 2106.592 acres of land.

Bearing system based North Central Zone of the Texas State Plane Coordinate System.

SAVE AND EXCEPT

Being all of that certain lot, tract or parcel of land located in the B. Rue Survey, Abstract No. 1113, Denton County, Texas, and being a portion of a called 76 acre tract of land described as Tract Three in deed to Mahard 2003 Partnership, L.P., recorded in County Clerks File No. 2004-0050900, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found at an ell corner in the south line of a called 100 acre tract of land described in deed to Bruce Jackson, et al, recorded in Volume 4910, Page 2975, Real Property Records, Denton County, Texas, same being the northwest corner of said Mahard 2003 Partnership, L.P. tract;

THENCE North 89°42'25" East, along the north line of said Mahard 2003 Partnership, L.P. tract and passing at a distance of 583.33 feet the common southern corner of said Bruce Jackson, et al tract and a called 134.58 acre tract of land described in deed to Little Elm Ranch Corporation, recorded in Volume 5416, Page 3334, Real Property Records, Denton County, Texas, passing again at a distance of 834.26 feet the common southern corner of said Little Elm Ranch Corporation tract, and a tract of land described in deed to Salvador Buentello, recorded in Volume 2633, Page 648, Real Property Records, Denton County, Texas, and continuing for a total distance of 1,545.14 feet to a 5/8" iron rod found for corner in the present centerline of Parvin Road (no record of dedication found) at the beginning of a non-tangent curve to the left, having a radius of 1,206.88 feet, a central angle of 19°32'21", and a chord bearing and distance of South 58°53'46" West, 409.58 feet;

THENCE in a southwesterly direction, along the present centerline of said Parvin Road and passing through said Mahard 2003 Partnership, L.P. tract the following five (5) courses and distances:

1) Along said non-tangent curve to the left, an arc length of 411.57 feet;
2) South 49°04'47" West, a distance of 322.13 feet to the beginning of a curve to the right, having a radius of 355.51 feet, a central angle of 34°57'47", and a chord bearing and distance of South 71°08'48" West, 213.59 feet;
3) Along said curve to the right, an arc length of 216.94 feet;
4) South 88°37'42" West, a distance of 557.23 feet to the beginning of a curve to the left, having a radius of 410.55 feet, a central angle of 27°36'35", and a chord bearing and distance of South 75°08'34" West, 195.93 feet;
5) Along said curve to the left, an arc length of 197.83 feet to the east line of Good Hope Road (no record of dedication found), same being the most southerly southeast corner of said Bruce Jackson, et al tract;

THENCE North 00°15'22" West, along the most southerly east line of said Bruce Jackson, et al tract, a distance of 547.29 feet to the Place of Beginning and containing 575,223 square feet or 13.205 acres of land.

EXHIBIT "A-2"

Legal Description of the FC Prosper Property

TRACT ONE

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being the same tract of land as conveyed to Nathan Goodlet, et ux by a deed filed for record in Volume 3329 at Page 820 of the Deed Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8" rebar with a cap marked "KHA" found on the monumented East right-of-way line of Good Hope Road, for the common West corner of the tract of land herein described and a called 100.00 acre tract of land conveyed to E. Mahard, Jr. by a deed filed for record at County Clerk's instrument Number 93-R0049966 of the Deed Records of Denton County, Texas;

Thence N 00°20'14" W, along the aforementioned monumented East right-of-way line, 388.18 feet to a ½" rebar in concrete found for a common corner of the tract of land herein described and a called 0.507 acre tract of land and conveyed to N. J. Goodlet, et ux by a deed filed for record in Volume 1230 at Page 351 of the Deed Records of Denton County, Texas;

Thence N 86°19'09" E, along the common boundary line of the tract of land herein described and the aforementioned 0.507 acre tract, 162.36 feet to a ½" rebar with a cap marked "RPLS 4967" set for a common corner;

Thence N 04°22'35" W, continuing along the aforementioned common boundary line, 138.28 feet to a 1/2" rebar in concrete found for a common corner;

Thence S 89°00'42" W, continuing along the aforementioned common boundary line, 151.50 feet to a ½" rebar in concrete found for a common corner on the monumented East right-of-way line of Good Hope Road;

Thence N 00°02'39" W, along the aforementioned East right-of-way line, 176.63 feet to a ½" rebar in concrete found for a common corner of the tract of land herein described and a called 1.00 acre tract of land conveyed to N. J. Goodlet, et ux by a deed filed for record at County Clerk's Instrument Number 94-R0089059 of the Deed Records of Denton County, Texas;

Thence N 89°24'44" E, along the common boundary line of the tract of land herein described and the aforementioned 1.00 acre tract, 362.48 feet to a ½" rebar in concrete found for a common corner;

Thence N 00°05'33" W, continuing along the aforementioned common boundary line, 120.14 feet to a ½" rebar in concrete found for their common North corner on the South boundary line of a called 56.319 acre tract of land conveyed to E. Mahard, Jr. by a deed filed for record at County Clerk's Instrument Number 2004-24459 of the Deed Records of Denton County, Texas;

Thence N 89°24"44" E, along the common boundary line of the tract of land herein described and the aforementioned 56.319 acre tract 1068.57 feet to a 5/8" rebar with a cap marked "KHA" found for a common corner;

Thence S 00°28'43" E, continuing along the aforementioned common boundary line, 818.81 feet to a ½" rebar in concrete found for a common corner on the North boundary line of the above-mentioned 100.00 acre tract;

Thence S 88°55'33" W, along the common boundary line of the tract of land herein described and the aforementioned 100.00 acre tract, 1435.44 feet to the Point of Beginning.

Said tract of land containing 1,116,766 square feet or 25.637 acres, more or less.

TRACT TWO

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being the same tract of land as conveyed to Nathan Goodlet, et ux by a deed filed for record in Volume 1230 at Page 351 of the Deed Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a ½" rebar in concrete found, on the monumented East right-of-way line of Good Hope Road, for the Southwest corner of the tract of land herein described and a corner of a called 25.6476 acre tract of land as conveyed to N. Goodlet, et ux by a deed filed for record in Volume 3329 at Page 820 of the Deed Records of Denton County, Texas;

Thence N 86°19'09" E, along the common boundary line of the tract of land herein described and the aforementioned 25.6476 acre tract, 92.56 feet to a ½" rebar in concrete found for a corner;

Thence N 04°18'50" W, 13.05 feet to a 3/8" rebar found for a corner;

Thence N 86°13'43" E, 13.06 feet to a ½" rebar with a cap marked "RPLS 4967" set for a corner;

Thence S 05°12'35" E, 13.07 feet to a ½" rebar in concrete found for a corner on the North boundary line of the above-mentioned 25.6576 acre tract of land;

Thence N 86°19'09" E, along the aforementioned common boundary line, 56.54 feet to a ½" rebar in concrete found for a common comer;

Thence N 04°22'35" W, continuing along the aforementioned common boundary line, 138.28 feet to a ½" rebar in concrete found for a common corner;

Thence S 89°00'42" W, continuing along the aforementioned common boundary line, 151.50 feet to a ½" rebar in concrete found for a common corner on the above-mentioned East right-of-way line;

Thence S 00°00'14" E, along the aforementioned East right-of-way line, 145.68 feet to the Point of Beginning.

Said tract of land containing 22,087 square feet or 0.507 acres, more or less.

TRACT THREE

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being the same tract of land as conveyed to Nathan Goodlet, et ux by a deed filed for record at County Clerk's Instrument Number 94-R0089059 of the Deed Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a ½" rebar in concrete found, on the monumented East right-of-way line of Good Hope Road, for the Southwest corner of the tract of land herein described and a corner of a called 25.6476 acre tract of land as conveyed to N. Goodlet, et ux by a deed filed for record in Volume 3329 at Page 820 of the Deed Records of Denton County, Texas;

Thence N 89°21'12" E, along the common boundary line of the tract of land herein described and the aforementioned 25.6476 acre tract of land, 362.48 feet to a ½" rebar in concrete found for a common corner;

Thence N 00°05'33" W, continuing along the aforementioned common boundary line, 120.14 feet to a ½" rebar in concrete found for their common North corner on the South boundary line of a called 56.319 acre tract of land conveyed to E. Mahard, Jr. by a deed filed for record at County Clerk's Instrument Number 2004-24456 of the Deed Records of Denton County, Texas;

Thence S 89°24'44" W, along the common boundary line of the tract of land herein described and the aforementioned 56.319 acre tract, 362.29 feet to a ½" rebar with a cap marked "RPLS 4967" set for their common West corner on the above-mentioned East right-of-way line;

Thence S 00°00'19" E, along the aforementioned East right-of-way line, 120.52 feet to the Point of Beginning.

Said tract of land containing 43,604 square feet or 1.001 acre, more or less.

TRACT FOUR

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being a portion of a tract of land conveyed to Laura Jackson by a deed filed for record in Volume 291 at Page 80 of the Deed Records of Denton County, Texas and also being more particularly described by metes and bounds as follows:

Commencing, for a tie, at a 1/2" rebar in concrete, found on the monumented East right-of-way line of Good Hope Road, for the Southwest corner of a tract of land conveyed to Nathan Goodlet, et ux by a deed filed for record in Volume 1230 at Page 351 of the Deed Records of Denton County, Texas from which a 1/2" rebar in concrete found for it's Northwest corner bears N 00°00'14" W, 145.68 feet;

Thence N 86°19'09" E, 92.56 feet to a 1/2" rebar found in concrete found for the Southwest corner and Point of Beginning of the tract of land herein described, said corner also being an internal corner of the aforementioned Goodlet tract;

Thence N 04°18'50" W, along the common boundary line of the tract of land herein described and the aforementioned Goodlet tract, 13.05 feet to a 3/8" rebar found for a common corner;

Thence N 86°13'43" E, continuing along the aforementioned common boundary line, 13.06 feet to a 1/2" rebar with a cap marked "RPLS 4967" set for a common corner;

Thence S 05°12'35" E, continuing along the aforementioned common boundary line, 13.07 feet to a 1/2" rebar in concrete found for a common corner;

Thence S 86°19'09" W, 13.26 feet to the Point of Beginning.

Said tract of land containing 172 square feet or 0.004 acre, more or less.

SAVE AND EXCEPT

BEING a tract of land situated in the A. Roberts Survey, Abstract No. 1115, being a portion of a tract conveyed to VP Windsong Investments, LLC, according to the deed recorded in Document No. 2018–142926 of the Official Public Records, Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2"iron rod with a plastic cap stamped "SPIARSENG" found for the southerly southwest corner of a tract conveyed to Prosper I.S.D., recorded in Document No. 2017–34540 OPRDCT;

THENCE S 64°00'25" W, 449.32 feet to a point;

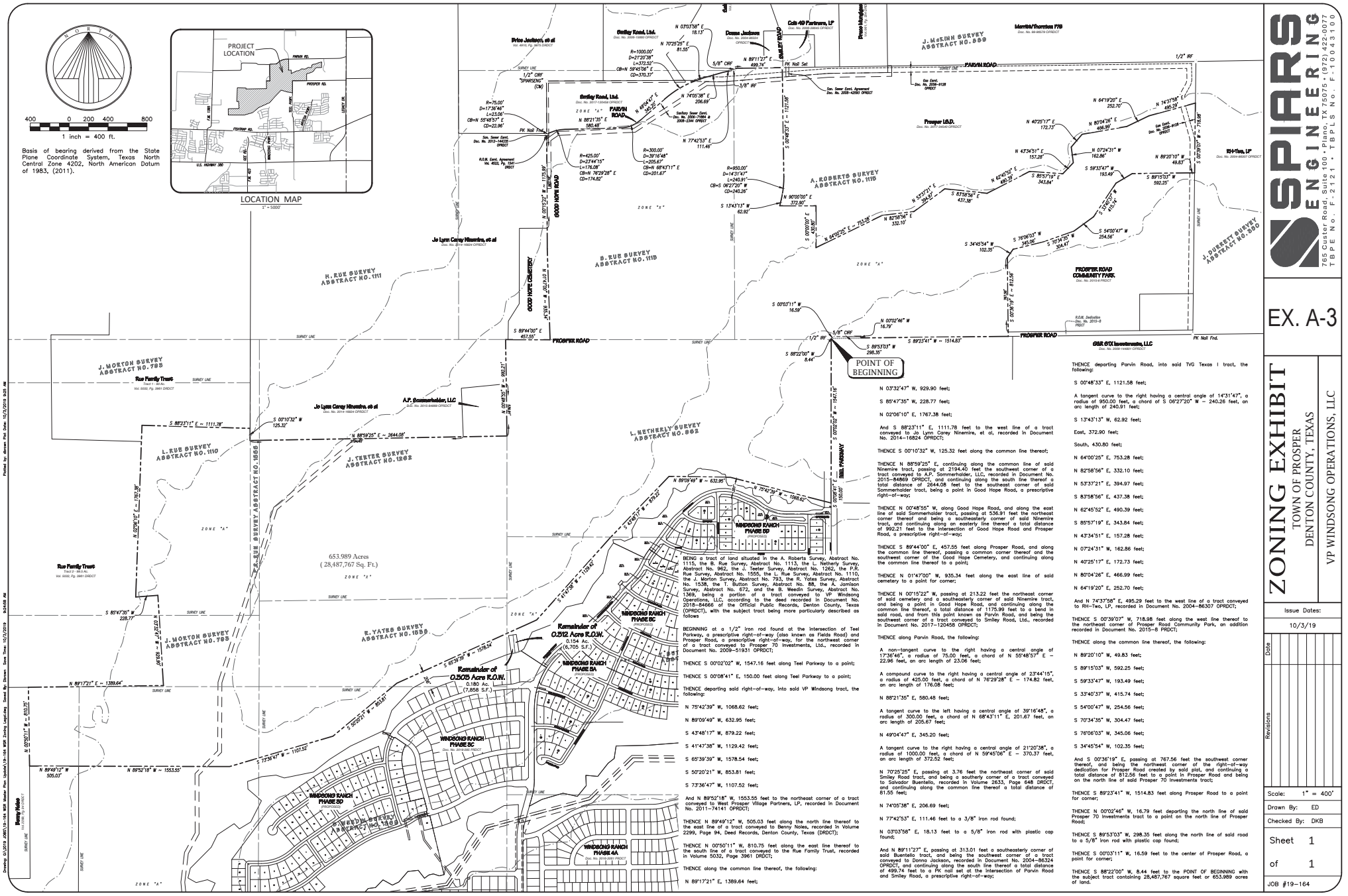
THENCE S 82°46'38" W, 60.00 feet to a point;

THENCE around a non–tangent curve to the right having a central angle of 20°56'35", a radius of 950.00 feet, a chord of N 03°14'56" E – 345.32 feet, an arc length of 347.25 feet;

THENCE N 13°43'13" E, 299.02 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found for the northerly southwest corner of said Prosper I.S.D. tract;

THENCE East, along the south line thereof, 372.90 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found for the inset southwest corner of said Prosper I.S.D. tract;

THENCE South, along the west line thereof, 430.80 feet, to the POINT OF BEGINNING with the subject tract containing 235,625 square feet or 5.409 acres of land.



BEING a tract of land situated in the A. Roberts Survey, Abstract No. 1115, the B. Rue Survey, Abstract No. 1113, the L. Netherly Survey, Abstract No. 962, the J. Teeter Survey, Abstract No. 1262, the P.R. Rue Survey, Abstract No. 1555, the L. Rue Survey, Abstract No. 1110, the J. Morton Survey, Abstract No. 793, the R. Yates Survey, Abstract No. 1538, the T. Button Survey, Abstract No. 88, the A. Jamison Survey, Abstract No. 672, and the B. Weedin Survey, Abstract No. 1369, being a portion of a tract conveyed to VP Windsong Operations, LLC, according to the deed recorded in Document No. 20180-84666 of the Official Public Records, Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows

BEGINNING at a 1/2" iron rod found at the intersection of Teel Parkway, a prescriptive right-of-way (also known as Fields Road) and Prosper Road, a prescriptive right-of-way, for the northwest corner of a tract conveyed to Prosper 70 Investments, Ltd., recorded in Document No. 2009-51931 OPRDCT;

THENCE S 00°02'02" W, 1547.16 feet along Teel Parkway to a point;

THENCE S 00°08'41" E, 150.00 feet along Teel Parkway to a point;

THENCE departing said right-of-way, into said VP Windsong tract, the following:

N 75°42'39" W, 1068.62 feet;

N 89°09'49" W, 632.95 feet;

S 43°48'17" W, 879.22 feet;

S 41°47'38" W, 1129.42 feet;

S 65°39'39" W, 1578.54 feet;

S 50°20'21" W, 853.81 feet;

S 73°36'47" W, 1107.52 feet;

And N 89°52'18" W, 1553.55 feet to the northeast corner of a tract conveyed to West Prosper Village Partners, LP, recorded in Document No. 2011-74141 OPRDCT;

THENCE N 89°49'12" W, 505.03 feet along the north line thereof to the east line of a tract conveyed to Benny Noles, recorded in Volume 2299, Page 94, Deed Records, Denton County, Texas (DRDCT);

THENCE N 00°50'11" W, 810.75 feet along the east line thereof to the south line of a tract conveyed to the Rue Family Trust, recorded in Volume 5032, Page 3961 DRDCT;

THENCE along the common line thereof, the following:

N 89°17'21" E, 1389.64 feet;

N 03°32'47" W, 929.90 feet;

S 85°47'35" W, 228.77 feet;

N 02°06'10" E, 1767.38 feet;

And S 88°23'11" E, 1111.78 feet to the west line of a tract conveyed to Jo Lynn Carey Ninemire, et al, recorded in Document No. 2014-16824 OPRDCT;

THENCE S 00°10'32" W, 125.32 feet along the common line thereof;

THENCE N 88°59'25" E, continuing along the common line of said Ninemire tract, passing at 2194.40 feet the southwest corner of a tract conveyed to A.P. Sommerhalder, LLC, recorded in Document No. 2015-84869 OPRDCT, and continuing along the south line thereof a total distance of 2644.08 feet to the southeast corner of said Sommerhalder tract, being a point in Good Hope Road, a prescriptive right-of-way;

THENCE N 00°48'55" W, along Good Hope Road, and along the east line of said Sommerhalder tract, passing at 536.91 feet the northeast corner thereof and being a southeasterly corner of said Ninemire tract, and continuing along an easterly line thereof a total distance of 992.21 feet to the intersection of Good Hope Road and Prosper Road, a prescriptive right-of-way;

THENCE S 89°44'00" E, 457.55 feet along Prosper Road, and along the common line thereof, passing a common corner thereof and the southwest corner of the Good Hope Cemetery, and continuing along the common line thereof to a point;

THENCE N 01°47'00" W, 935.34 feet along the east line of said cemetery to a point for corner;

THENCE N 00°15'22" W, passing at 213.22 feet the northeast corner of said cemetery and a southeasterly corner of said Ninemire tract, and being a point in Good Hope Road, and continuing along the common line thereof, a total distance of 1175.99 feet to a bend in said road, and from this point known as Parvin Road, and being the southwest corner of a tract conveyed to Smiley Road, Ltd., recorded in Document No. 2017-120458 OPRDCT;

THENCE along Parvin Road, the following:

A non-tangent curve to the right having a central angle of 17°36'46", a radius of 75.00 feet, a chord of N 55°48'57" E – 22.96 feet, an arc length of 23.06 feet;

A compound curve to the right having a central angle of 23°44'15", a radius of 425.00 feet, a chord of N 76°29'28" E – 174.82 feet, an arc length of 176.08 feet;

N 88°21'35" E, 580.48 feet;

A tangent curve to the left having a central angle of 39°16'48", a radius of 300.00 feet, a chord of N 68°43'11" E, 201.67 feet, an arc length of 205.67 feet;

N 49°04'47" E, 345.20 feet;

A tangent curve to the right having a central angle of 21°20'38", a radius of 1000.00 feet, a chord of N 59°45'06" E – 370.37 feet, an arc length of 372.52 feet;

N 70°25'25" E, passing at 3.76 feet the northeast corner of said Smiley Road tract, and being a southerly corner of a tract conveyed to Salvador Buentello, recorded in Volume 2633, Page 648 DRDCT, and continuing along the common line thereof a total distance of 81.55 feet;

N 74°05'38" E, 206.69 feet;

N 77°42'53" E, 111.46 feet to a 3/8" iron rod found;

N 03°03'58" E, 18.13 feet to a 5/8" iron rod with plastic cap found;

And N 89°11'27" E, passing at 313.01 feet a southeasterly corner of said Buentello tract, and being the southwest corner of a tract conveyed to Donna Jackson, recorded in Document No. 2004-86324 OPRDCT, and continuing along the south line thereof a total distance of 499.74 feet to a PK nail set at the intersection of Parvin Road and Smiley Road, a prescriptive right-of-way;

THENCE departing Parvin Road, into said TVG Texas I tract, the following:

S 00°48'33" E, 1121.58 feet;

A tangent curve to the right having a central angle of 14°31'47", a radius of 950.00 feet, a chord of S 06°27'20" W – 240.26 feet, an arc length of 240.91 feet;

S 13°43'13" W, 62.92 feet;

East, 372.90 feet;

South, 430.80 feet;

N 64°00'25" E, 753.28 feet;

N 82°58'56" E, 332.10 feet;

N 53°37'21" E, 394.97 feet;

S 83°58'56" E, 437.38 feet;

N 62°45'52" E, 490.39 feet;

S 85°57'19" E, 343.84 feet;

N 43°34'51" E, 157.28 feet;

N 07°24'31" W, 162.86 feet;

N 40°25'17" E, 172.73 feet;

N 80°04'26" E, 466.99 feet;

N 64°19'20" E, 252.70 feet;

And N 74°37'58" E, 495.29 feet to the west line of a tract conveyed to RH-Two, LP, recorded in Document No. 2004-86307 OPRDCT;

THENCE S 00°39'07" W, 718.98 feet along the west line thereof to the northeast corner of Prosper Road Community Park, an addition recorded in Document No. 2015-8 PRDCT;

THENCE along the common line thereof, the following:

N 89°20'10" W, 49.83 feet;

S 89°15'03" W, 592.25 feet;

S 59°33'47" W, 193.49 feet;

S 33°40'37" W, 415.74 feet;

S 54°00'47" W, 254.56 feet;

S 70°34'35" W, 304.47 feet;

S 76°06'03" W, 345.06 feet;

S 34°45'54" W, 102.35 feet;

And S 00°36'19" E, passing at 767.56 feet the southwest corner thereof, and being the northwest corner of the right-of-way dedication for Prosper Road created by said plat, and continuing a total distance of 812.56 feet to a point in Prosper Road and being on the north line of said Prosper 70 Investments tract;

THENCE S 89°23'41" W, 1514.83 feet along Prosper Road to a point for corner;

THENCE N 00°02'46" W, 16.79 feet departing the north line of said Prosper 70 Investments tract to a point on the north line of Prosper Road;

THENCE S 89°53'03" W, 298.35 feet along the north line of said road to a 5/8" iron rod with plastic cap found;

THENCE S 00°03'11" W, 16.59 feet to the center of Prosper Road, a point for corner;

THENCE S 88°22'00" W, 8.44 feet to the POINT OF BEGINNING with the subject tract containing 28,487,767 square feet or 653.989 acres of land.

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TBPE No. F-2121 • TBPLS No. F-10043100

EX. A-3

ZONING EXHIBIT
TOWN OF PROSPER
DENTON COUNTY, TEXAS
VP WINDSONG OPERATIONS, LLC

Issue Dates:
10/3/19

Date | Revisions

Scale: 1" = 400'
Drawn By: ED
Checked By: DKB
Sheet 1 of 1
JOB #19-164

Basis of bearing: State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.

LOCATION MAP
1" = 5000'

Line Table		
Line #	Bearing	Distance
BL1	N 23°30'00" W	103.84'
BL2	N 33°00'00" E	105.98'
BL3	N 77°30'00" E	146.53'
BL4	S 89°00'00" E	124.44'
BL5	N 62°30'00" E	215.47'
BL6	N 86°30'00" E	242.05'
BL7	N 44°30'00" E	137.72'
BL8	N 75°30'00" E	201.74'
BL9	N 37°00'00" E	84.31'
BL10	N 20°30'00" W	123.94'
BL11	N 83°30'00" W	109.64'
BL12	S 78°30'00" W	112.64'
BL13	N 46°00'00" W	51.34'
BL14	N 03°00'00" E	103.89'
BL15	N 32°30'00" E	99.40'
BL16	N 74°30'00" E	83.62'
BL17	S 62°00'00" E	117.81'
BL18	N 61°00'00" E	125.65'
BL19	N 12°00'00" E	183.60'
BL20	N 51°00'00" E	46.11'
BL21	S 86°30'00" E	86.67'
BL22	N 49°00'00" E	92.68'
BL23	N 33°30'00" E	286.52'
BL24	N 15°00'00" E	172.18'
BL25	N 20°00'00" E	148.19'
BL26	N 18°00'00" W	161.60'
BL27	N 53°30'00" W	96.87'
BL28	N 05°30'00" W	79.52'
BL29	N 42°30'00" E	146.51'
BL30	N 68°00'00" E	162.38'
BL31	N 44°30'00" E	98.69'
BL32	N 03°30'00" W	80.35'
BL33	N 73°30'00" W	61.35'
BL34	S 82°30'00" W	89.32'
BL35	N 39°30'00" W	67.58'
BL36	N 03°30'00" W	96.44'
BL37	N 46°00'00" E	143.43'
BL38	N 36°30'00" W	126.60'
BL39	N 03°30'00" W	88.33'
BL40	N 46°00'00" E	137.91'
BL41	S 64°00'00" E	105.82'
BL42	S 20°00'00" E	145.13'
BL43	S 70°00'00" E	159.08'
BL44	N 77°00'00" E	163.96'
BL45	N 33°30'00" E	125.24'
BL46	N 20°00'00" W	146.57'
BL47	N 37°30'00" W	160.31'
BL48	N 28°30'00" E	131.49'
BL49	N 89°20'47" E	200.69'

LEGEND	
o	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
	POWER POLE
	SAN. SEWER MANHOLE
	GUY WIRE ANCHOR
	SIGNPOST
	FIRE HYDRANT
GAS	GAS LINE MARKER
FOC	FIBREOPTIC CABLE MARKER
	WATER VALVE
	WATER METER
SSCO	SANITARY SEWER CLEANOUT
—x—x—	BARBED WIRE FENCE
—OHE—	OVERHEAD POWER LINE
CM	CONTROL MONUMENT

METES AND BOUNDS DESCRIPTION

TRACT 1

BEING a tract of land situated in the J. Teeter Survey, Abstract No. 1262, the H. Rue Survey, Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, Town of Prosper, Denton County, Texas, being part of a tract conveyed to Jo Lynn Carey Ninemire, et al, (and herein referred to as the "Carey Tract") by deed recorded in Document No. 2014–16824 of the Official Public Records, Denton County, Texas (OPRDCT), and being all of those tracts conveyed to Good Hope Church and Community Center, recorded in Volume 118, Page 140, Volume 369, Page 312, and Volume 369, Page 313, Deed Records, Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the southwest corner of a tract conveyed to A.P. Sommerhalder, LLC, recorded in Document No. 2015–84869 OPRDCT, and being on a northerly line of a tract conveyed to VP Windsong Operations LLC, recorded in Document No. 2018–84666 OPRDCT, and from which a 1/2" iron rod found bears N 02°19'20" W, 1.86 feet;

THENCE S 88°59'25" W, along the north line of said VP Windsong Operations tract, passing at 580.45 feet a 1/2" iron rod with plastic cap found for the northeast corner of Tract 2 conveyed to VP Windsong Investments LLC, recorded in Document No. 2018–142926 OPRDCT, and continuing along the north line thereof a total distance of 1480.59 feet to a point being intersection of said north line with Doe Branch, and from which a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for an inset corner of said VP Windsong Investments bears S 88°59'25" W, 713.52 feet;

THENCE along Doe Branch, the following:

N 23°30'00" W, 103.84 feet; N 33°00'00" E, 105.98 feet; N 77°30'00" E, 146.53 feet; S 89°00'00" E, 124.44 feet;

N 62°30'00" E, 215.47 feet; N 86°30'00" E, 242.05 feet; N 44°30'00" E, 137.72 feet; N 75°30'00" E, 201.74 feet;

N 37°00'00" E, 84.31 feet; N 20°30'00" W, 123.94 feet; N 83°30'00" W, 109.64 feet; S 78°30'00" W, 112.64 feet;

N 46°00'00" W, 51.34 feet; N 03°00'00" E, 103.89 feet; N 32°30'00" E, 99.40 feet; N 74°30'00" E, 83.62 feet;

S 62°00'00" E, 117.81 feet; N 61°00'00" E, 125.65 feet; N 12°00'00" E, 183.60 feet; N 51°00'00" E, 46.11 feet;

S 86°30'00" E, 86.67 feet; N 49°00'00" E, 92.68 feet; N 33°30'00" E, 286.52 feet; N 15°00'00" E, 172.18 feet;

N 20°00'00" E, 148.19 feet; N 18°00'00" W, 161.60 feet; N 53°30'00" W, 96.87 feet; N 05°30'00" W, 79.52 feet;

N 42°30'00" E, 146.51 feet; N 68°00'00" E, 162.38 feet; N 44°30'00" E, 98.69 feet; N 03°30'00" W, 80.35 feet;

N 73°30'00" W, 61.35 feet; S 82°30'00" W, 89.32 feet; N 39°30'00" W, 67.58 feet; N 03°30'00" W, 96.44 feet;

N 46°00'00" E, 143.43 feet; N 36°30'00" W, 126.60 feet; N 03°30'00" W, 88.33 feet; N 46°00'00" E, 137.91 feet;

S 64°00'00" E, 105.82 feet; S 20°00'00" E, 145.13 feet; S 70°00'00" E, 159.08 feet; N 77°00'00" E, 163.96 feet;

N 33°30'00" E, 125.24 feet; N 20°00'00" W, 146.57 feet; N 37°30'00" W, 160.31 feet;

And N 28°30'00" E, 131.49 feet to the intersection of Doe Branch with Parvin Road, a public road, and being the most easterly north line of said Carey tract, and being the south line of a tract conveyed to Brice Jackson, et al, recorded in Volume 4910, Page 2975 DRDCT, from which a 3/8" iron rod found for the southwest corner thereof, being an inset corner of said Carey tract, bears S 89°20'47" W, 706.49 feet;

THENCE N 89°20'47" E, 200.69 feet along said road to a point in the intersection of Parvin Road and Good Hope Road, a public road, for the southeast corner of said Jackson tract, and being on the west line of a tract conveyed to Smiley Road, Ltd., recorded in Document No. 2017–120458 OPRDCT;

THENCE S 00°15'22" E, along the Good Hope Road, and along the west line of said Smiley Road tract, passing at 11.36 feet the southwest corner thereof, and being the northwest corner Tract 1 conveyed to VP Windsong Investments LLC, recorded in Document No. 2018–142926 OPRDCT, and continuing along a west line thereof, continuing a total distance of 972.24 feet to the northeast corner of the Good Hope Church and Community Center, described in Volume 118, Page 140, Volume 369, Page 312, and Volume 369, Page 313 DRDCT;

THENCE S 89°42'24" W, 269.38 feet continuing along the common line thereof;

THENCE S 00°41'53" W, 494.89 feet continuing along the common line thereof to the northwest corner of the Good Hope Cemetery, described in Volume 89, Page 555 DRDCT;

THENCE along the common line thereof, the following:

S 00°21'21" W, 282.90 feet; S 32°47'44" W, 211.36 feet;

And S 01°22'24" W, 191.40 feet to a point in Prosper Road, a public road, for a northwesterly corner of said VP Windsong Operations tract;

THENCE N 89°29'16" W, 31.24 feet along the common line thereof to a point being the intersection of Prosper Road and Good Hope Road;

THENCE S 00°48'55" E, 455.38 feet along said road and along the west line of said VP Windsong Operations tract to a 5/8" iron rod found for the northeast corner of said Sommerhalder tract;

THENCE S 84°22'11" W, 464.75 feet along the north line thereof to a 1/2" iron rod found;

THENCE S 02°19'20" E, along the west line thereof, passing at 497.67 feet said 1/2" iron rod found, continuing a total distance of 499.53 feet to the POINT OF BEGINNING with the subject tract containing 2,104,960 square feet or 48.323 acres of land.

TRACT 2

BEING a tract of land situated in the B. Rue Survey, Abstract No. 1113, Town of Prosper, Denton County, Texas, and being all of those tracts conveyed to Good Hope Church and Community Center, recorded in Volume 118, Page 140, Volume 369, Page 312, and Volume 369, Page 313, Deed Records, Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a point in Good Hope Road, being on the west line of Tract 1 conveyed to VP Windsong Investments LLC, recorded in Document No. 2018–142926 Official Public Records, Denton County, Texas (OPRDCT), being a southeasterly corner of a tract conveyed to Jo Lynn Carey Ninemire, et al, (and herein referred to as the "Carey Tract") by deed recorded in Document No. 2014–16824 OPRDCT, and from which a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the northwest corner of a tract conveyed to Smiley Road, Ltd., recorded in Document No. 2017–120458 OPRDCT, bears N 00°15'22" W, 1511.68 feet;

THENCE S 00°15'22" E, 215.11 feet along said road to a point for corner;

THENCE S 01°47'00" E, 104.72 feet continuing along said road to a point for the northeast corner of the Good Hope Cemetery, described in Volume 89, Page 555 DRDCT;

THENCE S 89°44'38" W, 277.50 feet along the common line thereof to an easterly line of said Carey tract;

THENCE N 00°41'53" E, 319.66 feet along the common line thereof;

THENCE N 89°42'24" E, 269.38 feet along the common line thereof to the POINT OF BEGINNING with the subject tract containing 87,120 square feet, or 2.000 acres of land.

TRACT 3

BEING a tract of land situated in the J. Teeter Survey, Abstract No. 1262, Town of Prosper, Denton County, Texas, being all of a tract conveyed to A.P. Sommerhalder, LLC, by deed recorded in Document No. 2015–84869 of the Official Public Records, Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in Good Hope Road, a public road, for a southwesterly corner of Tract 1 conveyed to VP Windsong Investments, LLC, recorded in Document No. 2018–142926 OPRDCT, and being a northerly corner of a tract conveyed to VP Windsong Operations, recorded in Document No. 2018–84666 OPRDCT;

THENCE S 88°59'25" W, 449.97 feet along the northerly line of said VP Windsong Operations tract to a point for a southeasterly corner of a tract conveyed to Jo Lynn Carey Ninemire, et al, recorded in Document No. 2014–16824 OPRDCT, and from which a 1/2" iron rod with plastic cap found for the northeast corner of Tract 1 conveyed to VP Windsong Investments, LLC, recorded in Document No. 2018–142926 OPRDCT, bears S 88°59'25" W, 580.45 feet;

THENCE N 02°19'20" W, along the common line of said Ninemire tract, passing at 1.86 feet a 1/2" iron rod found, continuing a total distance of 499.53 feet to a 1/2" iron rod found;

THENCE N 84°22'11" E, 464.75 feet continuing along the common line of said Ninemire tract to a 5/8" iron rod found in Good Hope Road and on a westerly line of said Tract 1;

THENCE S 00°48'55" E, 536.84 feet along Good Hope Road and the westerly line of said Tract 1 to the POINT OF BEGINNING with the subject tract containing 236,662 square feet or 5.433 acres of land.

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EX. A-4

ZONING EXHIBIT
TOWN OF PROSPER
DENTON COUNTY, TEXAS
VP WINDSONG OPERATIONS, LLC

Date
Revisions

Scale: 1" = 150'
Drawn By: RWH
Checked By: DKB
Sheet 1
SEI No.

Plotted by: rhartman Plot Date: 12/22/2020 12:37 PM
Drawing: G:\2019 JOBS\19-164 WSR Master Plan Update\19-164 WSR Zoning Legal_Ex5.dwg Saved By: Rhartman Save Time: 12/2/2020 10:53:31 AM

EXHIBIT "B"

Statement of Intent and Purpose for Windsong Ranch, Town of Prosper, Texas

Windsong Ranch is a planned community consisting of a variety of residential, local and community retail and employment uses integrated within an open space system oriented to the natural beauty of the property. Residential units consist of a range of lot sizes in the traditional residential neighborhood mode to attached, urban dwellings offering the residents diverse living styles. Retail and employment uses are provided along the U.S. Highway 380 corridor providing more intensive uses along the thoroughfare while also serving as a buffer between the residential neighborhoods and the main highway.

Integral throughout the Windsong Ranch is the open space system which consists of recreation open space, hike and bike trails and active parks for the residents of the community. A strategically designed trail system laces throughout the community providing pedestrian linkages among residential, retail, open space public uses, and neighborhoods outside of the Windsong Ranch. Parks are also provided at convenient locations which provide active recreation opportunities to the community. Creek areas and floodplains have been reserved for open space to provide trail settings along attractive waterways providing hikers and bikers an opportunity to enjoy the ecosystem.

Thoroughfares are designed to provide the necessary connection between this community and the Town. Major connectors provide linkages to surrounding significant roadways allowing efficient movement.

The following development standards describe the desired image and character necessary to ensure quality development throughout the Windsong Ranch property. The development standards have been carefully designed to allow sufficient flexibility for creative residential and mixed use building solutions while being prescriptive in areas necessary to preserve an overall cohesiveness.

EXHIBIT "C"

Development Standards for Windsong Ranch, Town of Prosper, Texas

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20 as it currently exists or may be amended) and Subdivision Ordinance (as it currently exists or may be amended) shall apply.

1. **Amenity Program**

a. **General**. As a master planned community, Windsong Ranch will have a programmed and qualitatively controlled system of amenities throughout. These amenities combine to create an overall sense of place that would be difficult to achieve when considered as independent elements within smaller developments. The community amenities that are addressed within these Development Standards are:

- Primary Community Entries
- Secondary Community Entries
- Neighborhood Entries
- Thoroughfare Landscape Buffers
- Community Park
- Community Amenity Center
- Floodplain / Greenway Parks
- Neighborhood Parks
- Pocket Parks

b. **Primary Community Entries**

a. Major points of entry into Windsong Ranch (minimum two locations, including at least one entry along U.S. 380) will be defined with a combination of monument signage, landscape and lighting to create a sense of arrival commensurate in scale and character with a 2,120.54 acre master planned community (see representative examples below). These entries will include:

- Community name / logo incorporated into monument signage element, to be constructed of masonry or similar material;
- Enhanced landscape, including seasonal color, shrubs, groundcover, perennials and unique combinations of both canopy and ornamental trees;
- Enhanced lighting on the monument / signage and the unique aspects of the landscape;
- Water will be considered as an accent feature if land and topography permit, and if compatible with the overall physical design theme for the community.

b. Primary entries will be developed to incorporate both sides of the entry roadway when both are contained within Windsong Ranch, and will also include enhancements to the median in the immediate area (where / if applicable). Landscape easements will be provided to ensure adequate space to provide for visibility triangle(s) and adequate development of entry design.

c. **Secondary Community Entries**

a. **Secondary community entries** will be similar to primary community entries in their use of compatible building and landscape materials, but will be smaller in scale and land area. They will occur at the outside edges of Windsong Ranch, at the entries for either arterials or collectors into the community. It is anticipated that a minimum of three secondary entries will be provided for the community, primarily along Teel Parkway (see representative examples below). Secondary community entries will include the following elements, scaled slightly smaller than the primary entries:

- Community name / logo incorporated into monument signage element, to be constructed of masonry or similar material;
- Enhanced landscape, including seasonal color, shrubs, groundcover, perennials and unique combinations of both canopy and ornamental trees;
- Enhanced lighting on the monument / signage and the unique aspects of the landscape;
- Center median to allow for more landscape density and also provide alternative location for neighborhood identification and way-finding graphics;
- Landscape easements where required to accommodate enhanced landscape and monument construction.

b. **Neighborhood Entries**. Internal to Windsong Ranch and along both arterials and collectors, points of intersection will be enhanced to denote entries into individual 'villages' or neighborhoods. These entries will resemble primary and secondary entries in their use of materials and

landscape, but will also incorporate village or neighborhood names and will contribute to a unique, community-wide system of visual way finding.

d. **Thoroughfare Landscape Buffers (Arterial and Collector Roads) - 25'Min.)**. Thoroughfares will provide a continuity of design from primary and secondary points of community entry throughout the entirety of Windsong Ranch. These thoroughfares and the adjacent landscape buffers are intended to include the following:

- Screen walls composed primarily of ornamental metal fence with living screen or stone or stone veneer (allowing brick accent), ONLY if the Town determines that mitigating circumstances (land area / depth, topography, etc) will not allow natural landscape to buffer adjacent land uses (no builder fencing allowed);
- Enhanced grading / berms combined with landscape (grass, trees, accent shrubs and groundcover at entry points) to provide design continuity and buffer adjacent land uses;
- Street tree system throughout (formal and/or informal in arrangement – design to be determined), to visually identify the hierarchy of streets and neighborhoods. A variety of tree species will be provided, including canopy / shade and smaller flowering, ornamentals of a minimum 3 inch caliper for every 30 lineal feet which with requested approval by the Town at the time of submission of a preliminary plat may be grouped and in no case shall there be less than the total number of street trees as required by this subsection;
- Continuous 6' sidewalks on both sides of the thoroughfare (sidewalks interior to Residential may be 5');
- Integrated neighborhood / 'village' entries at points of intersection.

e. **Community Park** Windsong Ranch will include one community park (of approximately 50 acres) that shall be dedicated to the Town in accordance with the Preannexation Agreement. Schedule for improvements and requirements for maintenance are described in Section 4 of the Development Standards. It is intended that this park include sports and athletic facilities, passive and natural spaces and associated parking - all of a scope and type to be determined in coordination with Town staff. Following are parameters of design intended for this facility:

- Location will be along one of the open space / greenway parks in order to facilitate pedestrian connectivity to the neighborhoods;
- Facility design will utilize materials (masonry, pavements, landscape, lighting) that are compatible with other common area improvements within the Windsong Ranch community;
- Specific facilities to be determined in coordination with Town staff, but may include some combination of the following:

✓ 8' wide hike and bike trails
✓ Softball / Baseball field(s) (lighted);
✓ Soccer field(s) (lighted);

- ✓ Football field(s)
- ✓ Multipurpose field(s)
- ✓ Shade pavilion(s);
- ✓ Parking;
- ✓ Trailhead connections to adjacent floodplain / greenway parks;
- ✓ Site furnishings, including benches, water fountains, trash receptacles;
- ✓ Enhanced landscape at entries, and irrigated turf in all maintained (developed) areas.

f. **Community Amenity Center**

a. At least one Community Amenity Center shall be developed within Windsong Ranch, providing a range of more active, family oriented activities in a 'resort' style environment (see representative examples above). This facility will be HOA maintained and provide the "centerpiece" recreational amenity for the entire community. Like the community park, this facility is intended to be located along the floodplain / greenway parks system to accommodate pedestrian and bicycle access from the neighborhoods of Windsong Ranch.

A. A Community Amenity Center will be completed along with the initial phase of residential development, within the Single-Family Residential Tract.

B. Three (3) additional Neighborhood Amenity Centers will be built upon completion of each successive phase of residential development, each phase to include approximately 750 homes, within the Single-Family Residential tract.

b. The intended program for the Community Amenity Center facility shall include multiple elements from the following list:

- Active adult and children's pools;
- Water slides and water play features;
- Paved and turf chaise areas;
- Community building, with interior and exterior spaces programmed for resident and HOA uses, including possible inclusion of a kitchen, community room, meeting room(s), fitness room, and storage area(s);
- Restrooms (in the community building and possibly additionally at the pool area(s);
- Convenience parking (quantity to be determined based upon code compliance);
- Children's playground facility(s);
- Sport court(s);
- Trailhead linkages to the floodplain / greenway parks.

c. **Floodplain / Greenway Parks**

A. Windsong Ranch includes over 550 acres of flood plain corridors through the property. Significant portions of these corridors are rich in native flora and fauna, and are intended to be preserved in a natural condition, with only minimal impact to allow hike / bike trail linkages. Other areas are more open and less valuable as a native resource, and these areas may be developed to include a golf course or ponds and fountains that contribute to the overall storm drainage system and provide enhanced value to the community. All of these corridors shall be interconnected with a series of paths and trails, with an overall hike / bike trail system throughout. Following are the key components of this system of open space through the community:

- Master hike / bike trail – minimum 8' in width – concrete or other material approved by the Town – linking all neighborhoods, schools and amenities;
- Secondary paths and trails – minimum 8' in width – concrete or 'soft' surface (decomposed granite, crushed fines) is permitted for HOA maintained trails– providing secondary linkages and 'spur' connections to the hike / bike trail system;
- Native preservation areas in locations of most desirable existing vegetation, including wetland, upland and forested environments;
- Trailhead locations at community amenity sites and at schools, to include trail maps, bike racks, and site furnishings (trash, seating);
- Ponds and water features in open areas where impacts to existing vegetation will not be an issue and storm drainage requirements can be enhanced – ponds to include predominantly native, soft edges, safety shelves, water circulation / aeration to ensure water quality.

d. **Neighborhood Parks**

A. Windsong Ranch will include a minimum of three, 7.5 acre (each) neighborhood parks, distributed throughout the community in areas that are linked by the floodplain / greenway parks system and that contribute to ensuring a maximum ¼ mile walk from any neighborhood to a park or open space amenity. Additional requirements for schedule of completion for these facilities, as well as maintenance, can be found in Section 4 of the Development Standards.

B. Neighborhood parks shall be designed as a complementary component of the Windsong Ranch amenities program, including consideration of alternative uses, and the use of compatible materials (hardscape, landscape and, if included, lighting). These parks are to be integrated within the open space system as well as the neighborhoods that they serve. Neighborhood parks may include features and elements from the following list of amenities;

- Open play fields (non-lit);
- Sport courts;
- Covered pavilion or shade structure;
- Children's playgrounds segregated by age groups (i.e. 2-5 and 5-12);
- Parking for +/- 10 spaces;
- Grading around perimeter to provide safety for playfields and street frontages;
- 8' sidewalks around site linking facilities and providing connections to adjacent floodplain / greenway parks;
- Town's Park signage approved by the Parks Board consistent with community theme.

e. **Pocket Parks** Additional components of the Windsong Ranch amenities program are smaller pocket parks within individual neighborhoods. These parks will be an HOA maintained component of the open space system, and allow for:

- Providing valuable open space in adjacency to smaller homes;
- integration of existing tree rows and other natural features that warrant preservation;
- ensuring one-quarter mile resident walks to a component of the open space system;
- additional passive and moderately active recreational opportunities, including:
  - ✓ open play areas;
  - ✓ natural interpretive areas;
  - ✓ neighborhood playgrounds;
  - ✓ children's water play area;
  - ✓ small neighborhood gathering spaces.

2. **Single-Family Residential Tract**

a. **General Description**: Residential uses shall be permitted throughout the Property as set forth herein.

b. **Allowed Uses**: Land uses allowed within the Single-Family Residential Tract are as follows: Uses followed by an **S** are permitted by Specific Use Permit. Uses followed by a **C** are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town's Zoning Ordinance.

- Accessory buildings incidental to the allowed use and constructed of the same materials as the main structure.
- Churches / rectories
- Civic facilities
- Community Landscape Maintenance Facility (as outlined in Section 2.g.)
- Electronic security facilities, including gatehouses and control counter
- Fire stations and public safety facilities
- Guest House
- Home Occupation **C**
- Model Home
- Park or Playground
- Private Recreation Center
- Private Street Development and gated communities **S**

- Public or Private Parks, playgrounds and neighborhood recreation facilities including, but not limited to, swimming pools, clubhouse facilities and tennis courts, to be stated on plat
- Single family residential uses as described herein
- Schools – public or private
- Golf Course for Country Club (including clubhouse, maintenance facilities, on-course food and beverage structure, and on course restroom facilities.)
- Temporary real estate sales offices for each builder during the development and marketing of the Planned Development which shall be removed no later than 30 days following the final issuance of the last Certificate of Occupancy (CO) on the last lot owned by that builder.
- Temporary buildings of the builders and uses incidental to construction work on the premises, which shall be removed upon completion of such work.
- Townhouses (only as a buffer use as set forth herein)
- Utility distribution lines and facilities. Electric substations shall be allowed at the sole discretion of the Developer.

c. **Density**: The maximum number of single family detached units for the Properties is 3,324, of which 1,758 lots shall be in Phases 6 through 9 (as depicted on Exhibits A-3 and A-4).

d. **Lot Types**: The single family detached lots developed within the Properties shall be in accordance with the following Lot Types:

- Type A Lots: Minimum 8,000 square foot lots
- Type B Lots: Minimum 9,000 square foot lots
- Type C Lots: Minimum 10,500 square foot lots
- Type D Lots: Minimum 12,500 square foot lots
- Type E Lots: Minimum 6,000 square foot lots
- Type F Lots: Minimum 20,000 square foot lots

e. **Lot Type Development Threshold:**

A. Planning and Zoning Commission can approve up to three hundred (300) Type E final platted Lots prior to the final acceptance by Town of twenty (20) Type F Lots.

f. **Area and building regulations**:

a. **Type A Lots**: The area and building standards for Type A Lots are as follows and as set forth in Table 1:

A. **Minimum Lot Size**. The minimum lot size for Type A Lots shall be 8,000 square feet. A typical lot will be 60’ x 133’, but may vary as long as requirements in Table 1 are accommodated.

B. **Minimum Lot Width**. The minimum lot width for Type A Lots shall be sixty (60) feet.

C. **Minimum Yard Setbacks**.

i. **Minimum Front yard Setback**: The minimum Front yard setback for Type A Lots shall be twenty-five (25) feet. The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type A Lots.

ii. **Minimum Side yard Setback**:

(a) The minimum Side yard setback for Type A Lots shall be eight (8) feet.

(b) For courtyard homes, as defined herein, the minimum side yard setback shall be either fourteen (14) feet for one side and two (2) feet for the other side yard or thirteen (13) feet for one side and three (3) feet for the other side yard. Windows on the 2' or 3' side of the courtyard home will not be allowed unless they are opaque or consist of glass block.

(c) For corner lots, the minimum Side yard setback shall be fifteen (15) feet.

iii. **Minimum Rear yard Setback**:

(a) The minimum Rear yard setback shall be twenty-five (25) feet.

(b) For Courtyard Homes, as defined herein, the minimum Rear yard setback is ten (10) feet for a maximum number of lots not to exceed one hundred and forty (140) Type A lots.

iv. **Permitted Encroachment**. Architectural features and porches may encroach into required front and rear yards up to five (5) feet. Swing-in garages may encroach into required front yards up to ten (10) feet. Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.

D. **Minimum Floor Space**. Each dwelling constructed on a Type A Lot shall contain a minimum of one thousand, nine hundred (1,900) square feet of floor space. Floor space shall include air-

conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

E. **Height**. The maximum height for structures on Type A Lots shall be forty (40) feet.

F. **Courtyard Home Option**. Courtyard Homes, which are defined as homes having an open-air courtyard surrounded on three sides by the home, are permitted.

G. **Driveways**. Driveways fronting on a street on Type A Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

H. **Exterior Surfaces**.

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent masonry. Cementitious fiber board is considered masonry, but may only constitute fifty (50) percent of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Building Official.

ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

iii. **Address Plaque**. An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Type A Lot.

iv. **Chimneys**. On Type A Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.

v. **Stucco**. Stucco on structures on Type A Lots shall be traditional 3-coat process cement plaster stucco.

vi. **EIFS**. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type A Lots.

I. **Windows**. All window framing on structures on Type A Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

i. Window shutters may be used on structures on Type A Lots. Window shutters shall be painted, stained wood, or fiberglass.

ii. No reflective window coverings or treatments shall be permitted.

J. **Roofing**.

i. Structures constructed on the Type A Lots shall have a composition, slate, clay tile or cement/concrete tile roof.

ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.

iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.

iv. The main roof pitch of any structure shall have a minimum slope of 8” in 12”. Clay tile and cement/concrete tile roofs shall have a minimum slope of 3” in 12”. Pitch ends shall be 100% guttered.

K. **Garages**.

i. Homes shall have a minimum of two (2) car garages but no more than three (3). No carports shall be permitted.

ii. Homes with three (3) garages shall not have more than two (2) garage doors facing the street.

iii. Garage doors shall be constructed of either metal or wood.

L. **Plate Height**. Each structure on a Type A Lot shall have a minimum principal plate height of 9' on the first floor.

M. **Fencing**. No fence, wall or hedge on a Type A Lot shall exceed eight (8) feet in height or be less than four (4) feet in height unless otherwise specifically required by the Town of Prosper.

i. All Type A Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.

ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.

iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

N. **Landscaping**.

i. A minimum of six (6) caliper inches of trees shall be planted on all Type A Lots.

ii. A minimum of one (1) tree shall be located in the front yard.

iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.

iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.

v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.

O. **Mailboxes**. Mailboxes on a Type A Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).

P. **Satellite Dishes**. Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type A Lots.

Q. **Air Conditioners**. No window or wall air conditioning units will be permitted on structures on Type A Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

R. **Plan Elevations**. On Type A Lots, plan elevations shall alternate every four (4) homes on the same side of a street and every three (3) homes on opposite sides of the street. Illustrative examples of the elevations and floor plans for Type A Lots are attached hereto as Exhibit "F-1".

S. **Accessory Structures**. Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.

i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum Rear yard setback of ten (10) feet, and a minimum Side yard setback of eight (8) feet.

b. **Type B Lots**: The area and building standards for Type B Lots are as follows and as set forth in Table 1:

A. **Minimum Lot Size**. The minimum lot size for Type B Lots shall be nine thousand (9,000) square feet. A typical lot will be 70' x 128', but may vary as long as requirements in Table 1 are accommodated.

B. **Minimum Lot Width**. The minimum lot width for Type B Lots shall be seventy (70) feet.

C. **Minimum Yard Setbacks**.

i. **Minimum Front yard Setback**: The minimum Front yard setback for Type B Lots shall be twenty-five (25) feet. The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type B Lots.

ii. **Minimum Side yard Setback**:

(a) The minimum Side yard setback for Type B Lots shall be eight (8) feet.

(b) For courtyard homes, as defined herein, the minimum side yard setback shall be either fourteen (14) feet for one side and two (2) feet for the other side yard or thirteen (13) feet for one side and three (3) feet for the other side yard. Windows on the 2' or 3' side of the courtyard home will not be allowed unless they are opaque or consist of glass block.

(c) For corner lots, the minimum Side yard setback shall be fifteen (15) feet.

iii. **Minimum Rear yard Setback**:

(a) The minimum Rear yard setback shall be twenty-five (25) feet.

(b) For Courtyard Homes, as defined herein, the minimum Rear yard setback is ten (10) feet for a maximum number of lots not to exceed one hundred and ten (110) Type B lots.

iv. **Permitted Encroachment**. Architectural features and porches may encroach into required front and rear yards up to five (5) feet. Swing-in garages may encroach into required front yards up to ten (10) feet. Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.

D. **Minimum Floor Space**. Each dwelling constructed on a Type B Lot shall contain a minimum of two thousand, one hundred (2,100) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling

E. **Height.** The maximum height for structures on Type B Lots shall be forty (40) feet.

F. **Courtyard Home Option**. Courtyard Homes, which are defined as homes having an open-air courtyard surrounded on three sides by the home, are permitted.

G. **Driveways**. Driveways fronting on a street on Type B Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

H. **Exterior Surfaces**.

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent masonry. Cementitious fiber board is considered masonry, but may only constitute fifty (50) percent of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

iii. **Address Plaque**. An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Type B Lot.

iv. **Chimneys**. On Type B Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.

v. **Stucco**. Stucco on structures on Type B Lots shall be traditional 3-coat process cement plaster stucco.

vi. **EIFS**. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type B Lots.

I. **Windows**. All window framing on structures on Type B Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

i. Window shutters may be used on structures on Type B Lots. Window shutters shall be painted, stained wood, or fiberglass.

ii. No reflective window coverings or treatments shall be permitted.

J. **Roofing**.

i. Structures constructed on the Type B Lots shall have a composition, slate, clay tile or cement/concrete tile roof.

ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.

iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.

iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

K. **Garages**.

i. Homes shall have a minimum of two (2) car garages but no more than four (4). No carports shall be permitted.

ii. Homes with three (3) or four (4) garages shall not have more than two (2) garage doors facing the street.

iii. Garage doors shall be constructed of either metal or wood.

L. **Plate Height**. Each structure on a Type B Lot shall have a minimum principal plate height of 9' on the first floor.

M. **Fencing**. No fence, wall or hedge on a Type B Lot shall exceed eight (8) feet in height or be less than four (4) feet in height unless otherwise specifically required by the Town of Prosper.

i. All Type B Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.

ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail

shall be established for the community by the developer.

iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

N. **Landscaping**.

i. A minimum of nine (9) caliper inches of trees shall be planted on all Type B Lots.

ii. A minimum of two (2) three inch (3") caliper trees shall be located in the front yard.

iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.

iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.

v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.

O. **Mailboxes**. Mailboxes on a Type B Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).

P. **Satellite Dishes**. Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type B Lots.

Q. **Air Conditioners**. No window or wall air conditioning units will be permitted on structures on Type B Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

R. **Plan Elevations**. On Type B Lots, plan elevations shall alternate every four (4) homes on the same side of a street and every three (3) homes on opposite sides of the street. Illustrative examples of the elevations and floor plans for Type B Lots are attached hereto as Exhibit "F-2".

S. **Accessory Structures**. Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.

i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum Rear yard setback of ten (10) feet, and a minimum Side yard setback of eight (8) feet.

c. **Type C Lots**: The area and building standards for Type C Lots are as follows and as set forth in Table 1:

A. **Minimum Lot Size**. The minimum lot size for Type C Lots shall be ten thousand, five hundred (10,500) square feet. A typical lot will be 80' x 131', but may vary as long as the requirements of Table 1 are accommodated.

B. **Minimum Lot Width**. The minimum lot width for Type C Lots shall be eighty (80) feet.

C. **Minimum Yard Setbacks**.

i. **Minimum Front yard Setback**: The minimum Front yard setback for Type C Lots shall be twenty-five (25) feet. The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type C Lots.

ii. **Minimum Side yard Setback**:

(a) The minimum Side yard setback for Type C Lots shall be eight (8) feet.

(b) For courtyard homes, as defined herein, the minimum side yard setback shall be either fourteen (14) feet for one side and two (2) feet for the other side yard or thirteen (13) feet for one side and three (3) feet for the other side yard. Windows on the 2' or 3' side of the courtyard home will not be allowed unless they are opaque or consist of glass block.

(c) For corner lots, the minimum Side yard setback shall be fifteen (15) feet.

iii. **Minimum Rear yard Setback**:

(a) The minimum Rear yard setback shall be twenty-five (25) feet.

(b) For Courtyard Homes, as defined herein, the minimum Rear yard setback is ten (10) feet for a maximum number of lots not to exceed forty five (45) Type C lots.

iv. **Permitted Encroachment**. Architectural features and porches may encroach into required front and rear yards up to five (5) feet. On corner lots, architectural features and porches may encroach into required side yards up to five (5) feet on the road side. Swing-in garages may encroach into required front yards up to ten (10) feet. Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.

D. **Minimum Floor Space**. Each dwelling constructed on a Type C Lot shall contain a minimum of two thousand, three hundred (2,300) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling

E. **Height**. The maximum height for structures on Type C Lots shall be forty-five (45) feet.

F. **Courtyard Home Option**. Courtyard Homes, which are defined as homes having an open-air courtyard surrounded on three sides by the home, are permitted.

G. **Driveways**. Driveways fronting on a street on Type C Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

H. **Exterior Surfaces**.

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent masonry. Cementitious fiber board and siding is considered masonry. However, cementitious fiber board and siding may only be used as the primary exterior façade material in a limited number of homes as specified in Table 1.

ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

iii. **Address Plaque**. An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Type C Lot.

iv. **Chimneys**. On Type C Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.

v. **Stucco**. Stucco on structures on Type C Lots shall be traditional 3-coat process cement plaster stucco.

vi. **EIFS**. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type C Lots.

I. **Windows**. All window framing on structures on Type C Lots shall be bronzed, cream, sand, white or other commercially available colors in anodized aluminum, vinyl or wood.

i. Window shutters may be used on structures on Type C Lots. Window shutters shall be painted, stained wood, or fiberglass.

ii. No reflective window coverings or treatments shall be permitted.

J. **Roofing**.

i. Structures constructed on the Type C Lots shall have a composition, slate, synthetic slate, standing seam metal, clay tile or cement/concrete tile roof.

ii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.

iii. The main roof pitch of any structure shall have a minimum slope of 8” in 12” for at least 75% of all Type C Lots. Up to 25% of Type C Lots may have roof pitches anywhere in the range

between 3" in 12" and 8" in 12". Pitch ends shall be 100% guttered.

K. **Garages**.

i. Homes shall have a minimum of two (2) car garages but no more than four (4). No carports shall be permitted.

ii. Homes with three (3) or four (4) garages shall not have more than two (2) garage doors facing the street.

iii. Garage doors shall be constructed of metal or wood.

L. **Plate Height**. Each structure on a Type C Lot shall have a minimum principal plate height of 10' on the first floor.

M. **Fencing**. No fence, wall or hedge on a Type C Lot shall exceed eight (8) feet in height or be less than four (4) feet in height unless otherwise specifically required by the Town of Prosper.

i. All Type C Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.

ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.

iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

N. **Landscaping**.

i. A minimum of nine (9) caliper inches of trees shall be planted on all Type C Lots.

ii. A minimum of two (2) three inch (3") caliper trees shall be located in the front yard.

iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.

iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.

v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.

O. **Mailboxes**. Mailboxes on a Type C Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).

P. **Satellite Dishes**. Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type C Lots.

Q. **Air Conditioners**. No window or wall air conditioning units will be permitted on structures on Type C Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

R. **Plan Elevations**. On Type C Lots, plan elevations shall alternate every four (4) homes on the same side of a street and every three (3) homes on opposite sides of the street. Illustrative examples of the elevations and floor plans for Type C Lots are attached hereto as Exhibit "F-3".

S. **Accessory Structures**. Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.

i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum Rear yard setback of ten (10) feet, and a minimum Side yard setback of eight (8) feet.

d. **Type D Lots**: The area and building standards for Type D Lots are as follows and as set forth in Table 1:

A. **Minimum Lot Size**. The minimum lot size for Type D Lots shall be twelve thousand, five hundred (12,500) square feet. A typical lot will be 90' x 138', but may vary as long as requirements Table 1 are accommodated.

B. **Minimum Lot Width**. The minimum lot width for Type D Lots shall be ninety (90) feet.

C. **Minimum Yard Setbacks**.

i. **Minimum Front yard Setback**: The minimum Front yard setback for Type D Lots shall be twenty-five (25) feet. The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type D Lots.

ii. **Minimum Side yard Setback**:

(a) The minimum Side yard setback for Type D Lots shall be eight (8) feet.

(b) For corner lots, the minimum Side yard setback shall be fifteen (15) feet.

iii. **Minimum Rear yard Setback**: The minimum Rear yard setback shall be twenty-five (25) feet.

iv. **Permitted Encroachment**. Architectural features and porches may encroach into required front and rear yards up to five (5) feet. On corner lots, architectural features and porches may encroach into required side yards up to five (5) feet on the road side. Swing-in garages may encroach into required front yards up to ten (10) feet. Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.

D. **Minimum Floor Space**. Each dwelling constructed on a Type D Lot shall contain a minimum of two thousand, six hundred (2,600) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling

E. **Height**. The maximum height for structures on Type D Lots shall be forty-five (45) feet.

F. **Driveways**. Driveways fronting on a street on Type D Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

G. **Exterior Surfaces**.

i. The exterior facades of a main building or structure, excluding glass windows and doors,

shall be constructed of one hundred (100) percent masonry. Cementitious fiber board and siding is considered masonry. However, cementitious fiber board and siding may only be used as the primary exterior façade material in a limited number of homes as specified in Table 1.

ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

iii. **Address Plaque**. An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Type D Lot.

iv. **Chimneys**. On Type D Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.

v. **Stucco**. Stucco on structures on Type D Lots shall be traditional 3-coat process cement plaster stucco.

vi. **EIFS**. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type D Lots.

H. **Windows**. All window framing on structures on Type D Lots shall be bronzed, cream, sand, white or other commercially available colors in anodized aluminum, vinyl or wood.

i. Window shutters may be used on structures on Type D Lots. Window shutters shall be painted, stained wood, or fiberglass.

ii. No reflective window coverings or treatments shall be permitted.

I. **Roofing**.

i. Structures constructed on the Type D Lots shall have a composition, slate, synthetic slate, standing seam metal, clay tile or cement/concrete tile roof.

ii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.

iii. The main roof pitch of any structure shall have a minimum slope of 8" in 12" for at least 50% of all Type D Lots. Up to 50% of Type D Lots may have roof pitches anywhere in the range between 3" in 12" and 8" in 12". Pitch ends shall be 100% guttered.

J. **Garages**.

i. Homes shall have a minimum of two (2) car garages but no more than four (4). No carports shall be permitted.

ii. Homes with three (3) or four (4) garages shall not have more than two (2) garage doors facing the street.

iii. Garage doors shall be constructed of metal or wood.

K. **Plate Height**. Each structure on a Type D Lot shall have a minimum principal plate height of 10' on the first floor.

L. **Fencing**. No fence, wall or hedge on a Type D Lot shall exceed eight (8) feet in height or be less than four (4) feet in height unless otherwise specifically required by the Town of Prosper.

i. All Type D Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.

ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.

iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

M. **Landscaping**.

i. A minimum of nine (9) caliper inches of trees shall be planted on all Type D Lots.

ii. A minimum of two (2) three inch (3") caliper trees shall be located in the front yard.

iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.

iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.

v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.

N. **Mailboxes**. Mailboxes on a Type D Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).

O. **Satellite Dishes**. Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type D Lots.

P. **Air Conditioners**. No window or wall air conditioning units will be permitted on structures on Type D Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

Q. **Plan Elevations**. On Type D Lots, plan elevations shall alternate every four (4) homes on the same side of a street and every three (3) homes on opposite sides of the street. Illustrative examples of the elevations and floor plans for Type D. Lots are attached hereto as Exhibit "F-4".

R. **Accessory Structures**. Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.

i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum Rear yard setback of ten (10) feet, and a minimum Side yard setback of eight (8) feet.

e. **Type E Lots**: The area and building standards for Type E Lots are as follows and as set forth in Table 1:

A. **Minimum Lot Size**. The minimum lot size for Type E Lots shall be 6,000 square feet. A typical lot will be 50' x 130', but may vary as long as requirements in Table 1 are accommodated.

B. **Minimum Lot Width**. The minimum lot width for Type E Lots shall be fifty feet (50').

C. **Minimum Yard Setbacks**.

i. **Minimum Front yard Setback**: The minimum Front yard setback for Type E Lots shall be twenty-five feet (25'). The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as it currently exists, shall apply to Type E Lots.

ii. **Minimum Side yard Setback**:

(a) The minimum Side yard setback for Type E Lots shall be five feet (5').

(b) For corner lots, the minimum Side yard setback shall be fifteen feet (15').

iii. **Minimum Rear yard Setback**:

(a) The minimum Rear yard setback shall be twenty-five feet (25'), with a twenty-foot (20') Rear yard setback allowed on lots that have a thirty foot (30') Front yard setback.

iv. **Permitted Encroachment**. Architectural features and porches may encroach into required front and rear yards up to ten feet (10'). Swing-in garages may encroach into required front yards up to ten feet (10'). Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.

D. **Minimum Floor Space**. Each dwelling constructed on a Type E Lot shall contain a minimum of one thousand seven hundred (1,700) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling

E. **Height**. The maximum height for structures on Type E Lots shall be forty feet (40').

F. **Courtyard Home Option**. Courtyard Homes, which are defined as homes having an open-air courtyard surrounded on three sides by the home, are not permitted.

G. **Driveways**. Driveways fronting on a street on Type E Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

H. **Exterior Surfaces**.

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

iii. **Address Plaque**. An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Type E Lot.

iv. **Chimneys**. On Type E Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be one hundred percent (100%) brick or stone.

v. **Stucco**. Stucco on structures on Type E Lots shall be traditional 3-coat process cement plaster stucco.

vi. **EIFS**. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type E Lots.

I. **Windows**. All window framing on structures on Type E Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

i. Window shutters may be used on structures on Type E Lots. Window shutters shall be painted, stained wood, or fiberglass.

ii. No reflective window coverings or treatments shall be permitted.

J. **Roofing**.

i. Structures constructed on the Type E Lots shall have a composition, slate clay tile or cement/concrete tile roof.

ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.

iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.

iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile roofs and cement/concrete tile shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

v. A minimum of twenty-five percent (25%) of Type E Lots, shall have a main roof pitch greater than 8:12.

K. **Garages**.

i. Homes shall have a garage sized for a maximum of two (2) cars in width. Three (3) car garages are acceptable by incorporating a tandem spot. Carports or three (3) car front facing garages shall not be permitted.

ii. Homes with two (2) single car width garage doors facing the street shall have such garage doors separated by a masonry column of no less than twelve inches (12') in width.

iii. Garage doors shall have a minimum Front yard setback of twenty-five feet (25').

iv. A minimum of fifty percent (50%) shall have two (2) single garage doors split by a masonry column.

v. A maximum two (2) garage spaces shall face the street.

vi. Garage doors shall be constructed of wood, or a material that gives the appearance of a real wood door. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

vii. Two of the following garage door upgrades shall be incorporated:

(a) Carriage style door designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation

(b) Doors incorporating decorative hardware

(c) Doors with windows

L. **Plate Height**. Each structure on a Type E Lot shall have a minimum principal plate height of nine feet (9') on the first floor.

M. **Fencing**. No fence, wall or hedge on a Type E Lot shall exceed eight feet (8') in height or be less than four feet (4') in height unless otherwise specifically required by the Town of Prosper.

i. All Type E Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.

ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.

iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

N. **Landscaping**.

i. A minimum of six caliper inches (6") of trees shall be planted on all Type E Lots (inclusive of street trees).

ii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.

iii. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.

iv. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.

v. A minimum of one (1) tree shall be located in the front yard.

O. **Mailboxes**. Mailboxes on a Type E Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).

P. **Satellite Dishes**. Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type E Lots.

Q. **Air Conditioners**. No window or wall air conditioning units will be permitted on structures on Type E Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

R. **Plan Elevations**. On Type E Lots, plan elevations shall alternate every fourth (4th) homes on the same side of a street and every third (3rd) homes on opposite sides of the street. Illustrative examples of the elevations and floor plans for Type G Lots are attached hereto as Exhibit "F-5".

S. **Accessory Structures**. Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.

i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

ii. Accessory structures shall be separate from the main dwelling by a minimum of ten feet (10'), have a minimum Rear yard setback of ten feet (10'), and a minimum Side yard setback of eight feet (8').

T. **Porches**. A minimum of twenty-five percent (25%) of Type E Lots shall have a front porch, subject to the following regulations.

i. A minimum of fifteen percent (15%) of homes along a block face shall have a porch.

ii. The minimum porch depth shall be seven feet (7').

iii. The minimum porch width for a house with a split garage door shall be seven feet (7').

iv. The minimum porch width for a house without a split garage door shall be ten feet (10').

U. **House Pad Width.** Type E lots shall have a minimum pad width of thirty-nine feet, six inches (39' 6").

f. **Type F Lots**: The area and building standards for Type F Lots are as follows and as set forth in Table 1:

A. **Minimum Lot Size**. The minimum lot size for Type F Lots shall be 20,000 square feet. A typical lot will be 120' x 170', but may vary as long as requirements in Table 1 are accommodated.

B. **Minimum Lot Width**. The minimum lot width for Type F Lots shall be one hundred twenty feet (120').

C. **Minimum Yard Setbacks**.

i. **Minimum Front yard Setback**: The minimum Front yard setback for Type F Lots shall be thirty feet (30'). The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type F Lots.

ii. **Minimum Side yard Setback**:

(a) The minimum Side yard setback for Type F Lots shall be twenty feet (20').

(b) For courtyard homes, as defined herein, the minimum Side yard setback shall be twenty-six feet (26') for one side and fourteen feet (14') for the other side yard. Windows on the 14' side of the courtyard home will not be allowed unless they are opaque or consist of glass block.

(c) For corner lots, the minimum Side yard setback shall be twenty-five feet (25').

iii. **Minimum Rear yard Setback**:

(a) The minimum Rear yard setback shall be thirty feet (30').

(b) For Courtyard Homes, as defined herein, the minimum Rear yard setback is twenty feet (20').

iv. **Permitted Encroachment**. Architectural features and porches may encroach into required front and rear yards up to ten feet (10'). On corner lots, architectural features and porches may encroach into required side yards up to ten (10) feet on the road side. Swing-in garages may encroach into required front yards up to fifteen feet (15'). Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.

D. **Minimum Floor Space**. Each dwelling constructed on a Type F Lot shall contain a minimum of three thousand (3,000) square feet of floor space if constructed as a single story structure and three thousand five hundred (3,500) if constructed as a two story structure. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling

E. **Height**. The maximum height for structures on Type F Lots shall be forty-five feet (45').

F. **Courtyard Home Option**. Courtyard Homes, which are defined as homes having an open-air courtyard surrounded on three sides by the home, are permitted.

G. **Driveways**. Driveways fronting on a street on Type F Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

H. **Exterior Surfaces**.

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent masonry. Cementitious fiber board and siding is considered masonry. However, cementitious

fiber board and siding may only be used as the primary exterior façade material in a limited number of homes as specified in Table 1.

ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

iii. **Address Plaque**. An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Type F Lot.

iv. **Chimneys**. On Type F Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be one hundred percent (100%) brick or stone.

v. **Stucco**. Stucco on structures on Type F Lots shall be traditional 3-coat process cement plaster stucco.

vi. **EIFS**. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type F Lots.

I. **Windows**. All window framing on structures on Type F Lots shall be bronzed, cream, sand, white or other commercially available colors in anodized aluminum, vinyl or wood.

i. Window shutters may be used on structures on Type F Lots. Window shutters shall be painted, stained wood, or fiberglass.

ii. No reflective window coverings or treatments shall be permitted.

J. **Roofing**.

i. Structures constructed on the Type F Lots shall have a composition, metal, slate, synthetic slate, standing seam metal, or tile roof.

ii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.

iii. The main roof pitch of any structure shall have a minimum slope of 8" in 12" for at least 25% of all Type F Lots. Up to 75% of Type F Lots may have roof pitches anywhere in the range between 3" in 12" and 8" in 12". Pitch ends shall be 100% guttered.

K. **Garages**.

i. Homes shall have a minimum of two (2) car garages but no more than five (5). Rear located carports shall be permitted.

ii. The maximum width of garage doors allowed to face the street shall be limited to three (3) car widths.

iii. Garage doors shall be constructed of either metal or wood.

L. **Plate Height**. Each structure on a Type F Lot shall have a minimum principal plate height of ten feet (10') on the first floor.

M. **Fencing**. No fence, wall or hedge on a Type F Lot shall exceed eight feet (8') in height or be less than four feet (4') in height unless otherwise specifically required by the Town of Prosper.

i. All Type F Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.

ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.

iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

N. **Landscaping**.

i. A minimum of twelve caliper inches (12") of trees shall be planted on all Type F Lots (inclusive of street trees).

ii. A minimum of one (1) tree shall be located in the front yard.

iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.

iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.

v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.

O. **Mailboxes**. Mailboxes on a Type F Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).

P. **Satellite Dishes**. Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type F Lots.

Q. **Air Conditioners**. No window or wall air conditioning units will be permitted on structures on Type F Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

R. **Plan Elevations**. On Type F Lots, specific plan elevations shall not be repeated within a given platted phase.

S. **Accessory Structures**. Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.

i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

ii. Accessory structures shall be separate from the main dwelling by a minimum of ten feet (10'), have a minimum Rear yard setback of ten feet (10'), and a minimum Side yard setback of eight feet (8').

g. **Community Landscape Maintenance Facility:**

A. **Permitted Use.** A Community Landscape Maintenance Facility shall be a permitted primary use and may consist of equipment maintenance, open storage, and associated management offices, providing for the establishment and maintenance of landscaping and related services for common areas and open

spaces owned by the Windsong Ranch Homeowners Association (HOA).

B. **Location.** A Landscape Maintenance Facility shall be permitted in a location as identified on Exhibit D-2.

C. **Development Standards.** A Landscape Maintenance Facility shall develop in accordance with Mixed-Use Development Standards (Traditional Retail), as outlined in Section 3., d., except as follows:

i. Minimum Front Yard: Sixty Feet (60')

ii. Front Façade: Shall consist of a minimum of ninety percent (90%) brick and/or stone exterior building material.

iii. Side and Rear Facades: Shall consist of a minimum of ten percent (10%) brick and/or stone, and the use of metal as an exterior building material shall be permitted.

iv. Bay Doors: Shall not be permitted to directly face right-of-way.

v. Perimeter landscaping shall consist of the following:

(a) Large trees (as defined by the Zoning Ordinance), a minimum 3-inch caliper at the time of planting, planted 30-foot on center, in addition to evergreen shrubs, a minimum 45-gallon and eight-feet in height at the time of planting, planted 6-foot on center.

TABLE 1						
	Lot Type A	**Lot Type B**	**Lot Type C**	**Lot Type D**	**Lot Type E**	**Lot Type F**
Min. permitted lot sizes	8,000 sq. ft	9,000 sq. ft.	10,500 sq. ft	12,500 sq. ft.	6,000 sq.ft	20,000 sq.ft.
Max. permitted number of lots [1]	950 (maximum of 361 lot permitted in Phases 6 through 9 as indicated on Exhibit A-1)	1,074 (maximum of 511 lots permitted in Phases 6 through 9 as indicated on Exhibit A-1)	600 (maximum of 344 lots permitted in Phases 6 through 9 as indicated on Exhibit A-1)	160 (maximum of 2 lots permitted in Phases 6 through 9 as indicated on Exhibit A-1)	500 (shall be permitted in Phases 6 through 9 as indicated on Exhibit A-1)	40 [2]
Max. percentage of lots with 100% Cementitious Fiber Board and Siding	0%	0%	30%	30%	0%	30%
[1] Max. permitted number of lots are transferrable from smaller Lot Type classifications to larger Lot Type classifications						
*[2] 40 lots is also the **minimum number** of Type F lots required*						
Min. Front Yard	25 ft.	25 ft.	25 ft.	25 ft.	25 ft.	30 ft.
Min. Side Yard	8 ft. (14'/2' or 13'/3' on courtyard option)	8 ft. (14'/2' or 13'/3' on courtyard option)	8 ft. (14'/2' or 13'/3' on courtyard option)	8 ft.	5 ft.	20 ft. (26'/14' on courtyard option)
Corner Lot	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	25 ft.
Min. Rear Yard	25 ft. (10' on courtyard option for no more than 140 Type A lots)	25 ft. (10' on courtyard option for no more than 110 Type B lots)	25 ft. (10' on courtyard option for no more than 45 Type C lots)	25 ft.	25 ft. (Thirty-foot (30') front setback, where a twenty-foot (20') rear setback is allowed)	30 ft.
Max. Building Height	40 ft.	40 ft.	45 ft.	45 ft.	40 ft.	45 ft.
Max. Lot Coverage	55%	50%	60%	55%	60%	50%
Min. Lot Width	60 ft.	70 ft.	80 ft.	90 ft.	50 ft.	120 ft.
Min. Lot Depth	100 ft.	100 ft.	110 ft.	125 ft.	100 ft.	150 ft.
Min. Dwelling Area	1,900 sq. ft.	2,100 sq. ft.	2,300 sq. ft.	2,600 sq. ft.	1,700 sq. ft.	3,000 sq. ft. (Single Story)
						3,500 sq. ft. (Two Story)
Min. Pad Width	N/A	N/A	N/A	N/A	39 ft., 6 in.	N/A

3. **Mixed-Use Tract**

a. **Definition**: The term 'Mixed-Use' as applied to the Windsong Ranch Development shall include residential and non-residential land uses integrated vertically or horizontally along the property facing U.S. Highway 380 in a walkable, vibrant market driven neighborhood, giving residents the opportunity to live, work and shop in the same community. The architecture of the mixed-use portion of the development will blend with the surrounding residential neighborhood's style. Non-residential uses include retail, restaurants and office. Retail uses are primarily intended to supply the community with everyday convenience goods and services and shall occur on the ground level of stand alone or integrated buildings. Office shall include neighborhood service oriented professional, financial, and medical uses and may occupy ground and/ or upper level building space. Residential land uses are intended to supply attached housing product helping act as a buffer between the more intense retail and office uses along U.S. Highway 380 and the less intense suburban single-family residential product to the north. Principal uses may include town homes and multi-family (condominiums, live/ work loft residential, and luxury apartments). However, it is acknowledged that all or a portion designated as the Mixed Use Tract may develop solely for retail or office uses. It is intended in these standards to provide the flexibility to develop either a multiple use project or traditional retail development.

b. **Alternative Development Standards**. Property within the Mixed Use Tract may be developed solely for retail uses. The Mixed Use Tract development standards provide two sets of standards that allow for a pedestrian-oriented multiple use development (Section 3.c.) or, in the alternative, traditional retail development (Section 3.d.).

c. **Mixed-Use Development Standards (pedestrian-oriented)**: A maximum of 250 acres of mixed-use development is permitted on the Properties generally located between U.S. Highway 380 and the collector street (see Exhibit "D"). Development standards for a mixed-use development for this area within the development are described below.

a. **Permitted Uses**. The following uses are permitted within the "Mixed Use" area: Uses followed by an **S** are permitted by Specific Use Permit. Uses followed by a **C** are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town's Zoning Ordinance.

- Accessory Building
- Administrative, Medical, or Professional Office
- Antenna and/or Antenna Support Structure, Commercial **S**
- Antenna and/or Antenna Non-Commercial, attached to buildings or water towers (stand-above towers are prohibited) **C**
- Antique Shop and Used Furniture
- Artisan's Workshop
- Assisted Care or Living Facility **S**
- Athletic Stadium or Field, Private **S**

- Athletic Stadium or Field, Public
- Bank, Savings and Loan, or Credit Union
- Beauty Salon/Barber Shop
- Bed and Breakfast Inn
- Beer & Wine Package Sales **C**
- Building Material and Hardware Sales, Minor
- Building Material and Hardware Sales, Major
- Business Service
- Caretaker's/Guard's Residence
- Civic/Convention Center
- Commercial Amusement, Indoor
- Community Center
- Convenience Store with Gas Pump **C**
- Convenience Store without Gas Pump
- Day Care Center, Adult **S**
- Day Care Center, Child **S**
- Drug Stores/Pharmacies
- Duplicating Centers, Mailing Services, Etc
- Dry Cleaning, Minor
- Farmer's Market
- Financial Institutions
- Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority
- Furniture, Home Furnishings and Appliance Store
- Garage Apartment
- Gas Pumps **C**
- Golf Course and/or Country Club
- Governmental Office
- Gymnastics/Dance Studio
- Health/Fitness Center
- Helistop **S**
- Home Occupation **C**
- Homebuilder Marketing Center
- Hospital
- Hotel **C**
- House of Worship
- Independent Living Facilities
- Laboratory, Medical and Dental.
- Insurance Office
- Locksmith/Security System Company
- Massage Therapy, Licensed
- Mini-Warehouse/Public Storage **S**
- Motel **S**
- Multifamily Dwelling (only within the Mixed Use pedestrian alternative)
- Municipal Uses
- Museum/Art Gallery
- Nursery, Major **S**

- Nursery, Minor
- Optical Stores – Sales and Services
- Office/Showroom
- Park or Playground
- Pet Day Care
- Post Office Facilities
- Print Shop, Minor
- Private Club **S**
- Private Recreation Center
- Private Street Development **S**
- Private Utility, Other Than Listed
- Retirement Housing
- Research and Development Center
- Recycling Collection Point
- Residence Hotel **C**
- Restaurant or Cafeteria **C**
- Restaurant, Drive In/ Drive-Thru
- Retail Stores and Shops
- Retail/Service Incidental Use
- Retirement Housing
- School, Private or Parochial
- School, Public
- Single Family Dwelling, Attached(Townhome)
- Stealth Antenna, Commercial
- Studio Dwelling
- Temporary Building **C**
- Theater, Neighborhood
- Theater, Regional
- Veterinarian Clinic and/or Kennel, Indoor
- Winery

b. **Multifamily Uses**: Multi-family units shall be allowed within the mixed use area. A maximum of three hundred, (300) multifamily units shall be allowed within the Mixed Use Tract. If portions of the designated Mixed Use Tract are developed with multi-family residential housing types, they shall be developed in accordance with the following criteria:

A. Required Parking: Parking requirements for multi-family development shall be two spaces per one-bedroom unit, two spaces per two-bedroom unit, two and one-half spaces per three-bedroom unit and one-half space per each additional bedroom per unit. One (1) enclosed parking space per unit will be provided as part of the multi-family unit configuration. Enclosed parking will consist of an attached or detached garage or parking structure screened from public view.

B. Exterior Facade Building Materials: All buildings within a multifamily development shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any

combination thereof. The use of cementitious fiber board as a primary exterior building material shall be limited to a maximum of fifteen percent of the total exterior wall surfaces. All exterior finishes of buildings within a multifamily development shall have a minimum of ten percent (10%) stone accents.

C. Controlled Access: All multi-family developments that contain limited gated access shall locate all gate controls, card pads and intercom boxes in driveway islands in a manner that provides a minimum of one hundred (100) feet of stacking distance from the gate. Such driveway islands shall also contain a break that allows for vehicular u-turn movements back onto a public street.

c. **Townhouse Uses**: Townhouse units shall be allowed within the mixed use area or single family area as a buffer between non-residential and single family development. A maximum of three hundred (300) townhouse units shall be allowed. Townhouse units constructed in Single Family Residential Tract do not count against the maximum lot count of 3,500 single family lots. If portions of the designated mixed-use area are developed with townhouse residential housing types, they shall be developed in accordance with the following criteria:

A. Required Parking: Parking requirements for townhouse development shall be two spaces per one-bedroom unit, two spaces per two-bedroom unit, two and one-half spaces per three-bedroom unit and one-half space per each additional bedroom per unit. Two (2) enclosed parking spaces per unit will be provided as part of the townhouse unit configuration. Enclosed parking will consist of an attached or detached garage or parking structure screened from public view.

B. Exterior Facade Building Materials: All buildings within a townhouse development shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any combination thereof. The use of cementitious fiber board as a primary exterior building material shall be limited to a maximum of fifteen percent of the total exterior wall surfaces. All exterior finishes of buildings within a townhouse development shall have a minimum of ten percent (10%) stone accents.

C. Controlled Access: All townhouse developments that contain limited gated access shall locate all gate controls, card pads and intercom boxes in driveway islands in a manner that provides a minimum of one hundred (100) feet of stacking distance from the gate. Such driveway islands shall also contain a break that allows for vehicular u-turn movements back onto a public street.

d. **Residential development standards**: Development shall be in accordance with the following table:

Development Requirement	Residential Product Type	
	Townhouse	Multi-family not on the second story of other uses
Max. Gross Density	10.0 du/ac	15.0 du/ac
Min. Lot Area	1,000 sq. ft.	1 acre.
Min. Lot Width	20’	100’
Min. Lot Depth	50’	150’
Min. Front Setback	0’	20’[1]
Min. Rear Setback	20’	20’[1]
Min. Side Setback (interior lot)	0’	20’[1]
Min. Side Setback (corner lot)	15’	25’[1]
Max. Lot Coverage	80%	70%
Min. Floor Area / Dwelling Unit	1,200 sq. ft.	650 sq. ft.
Max. Building Height / No. of stories’	48’ / 3[2]	48’ / 3
Min. Open Space	20%	30%

[1] Multifamily setbacks include:

a. Fifty (50) feet for one (1) or two (2) story structures adjacent to property lines with a single family residential use.
b. One hundred and fifty (150) feet for three (3) story structures adjacent to property lines with a single family residential use.

[2] The maximum height of any building within 60 feet of a property line with a single family residential use shall be 36 feet or 2 stories.

e. **Non-residential uses**

A. Required Parking: The total parking required shall be the sum of the specific parking space requirement for each use included within the Mixed Use Tract as required by Zoning Ordinance No. 05-20 as it currently exists or as amended.

B. Exterior Facade Building Materials: All main buildings shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any combination thereof. Cementitious fiber board may only be used as an accent material subject to 10% of a façade.

C. Commercial and Retail Development Standards: Development regulations for development within the Mixed Use Tract are intended to allow mixed use development consisting of vertically and horizontally integrated retail, office, service and residential uses. Typically referred to as “new urbanism”-style development, this type of development is characterized by pedestrian-scaled development offering multiple services and amenities with unique landscape and streetscape design. Development for non-residential land uses shall conform to the following:

i. Floor Area: The allowable floor area of buildings within the mixed-use area shall be unlimited, provided that all conditions described herein are met.

ii. Lot Area: There is no minimum lot area.

iii. Lot Coverage: In no case shall the combined areas of the main buildings and accessory buildings cover more than 90% of the total lot area. Parking facilities shall be excluded from lot coverage computation.

iv. Lot Width: There is no minimum lot width.

v. Lot Depth: There is no minimum lot depth.

vi. Front Yard: The minimum depth of the front yard shall be ten (10) feet

vii. Side Yard: No side yard is required unless vehicular access is provided/required, in which case the side yard shall have a depth of not less than twelve feet.

A twenty-four-foot minimum side yard shall be provided where fire lane access is required and wherever a vehicular access/fire lane easement is not available on the adjoining property.

viii. Rear Yard: No rear yard is required unless vehicular access is provided/required, in which case the rear yard shall have a depth of not less than twelve feet.

A twenty-four-foot minimum rear yard shall be provided where fire lane access is required and wherever a vehicular access/fire lane easement is not available on the adjoining property.

ix. Building Height: Buildings shall be a maximum of five (5) stories, not to exceed seventy (70) feet in height. Architectural features, parapets, mechanical equipment, chimneys, antennas and other such architectural projections may extend above this height limit.

x. Pad Sites. There is no limit on the number of pad sites within the Mixed Use Tract for retail uses provided each pad site must satisfy the Area Requirements.

f. **Architectural**.

A. Maximum Building Length -- Buildings shall not be longer than 550 feet without an unconnected physical separation of 25 feet between another building.

B. Building Articulation -- All buildings should be designed to emphasize a "base, mid-section, and top." Facades facing public and private streets and extending greater than one hundred (100) feet in length shall incorporate wall plane recesses having a minimum depth of at least three (3) percent of the length of the façade. Recesses shall comprise at least twenty-five percent (25%) of the length of the facade. No uninterrupted length of a façade shall exceed fifty (50) feet in length.

C. Roof Line Articulation -- Variations in roof lines shall be used to add interest and reduce the scale of large buildings. Roof features shall complement the character of the overall development and shall have at least one of the following features:

- Parapets concealing flat roofs and rooftop equipment from public view. The average height shall not exceed 15% of the height of the supporting wall. Parapets shall feature three dimensional cornice treatment.
- Overhanging eaves, extending no less than three (3) feet past the supporting walls
- Supporting roofs that do not exceed the average height of the supporting walls with an average slope no greater than 3:1 slope.
- Roof dormers interrupting the eave line.

D. Exterior of Buildings

i. Façades -- All façades oriented toward rights-of-ways, drives or public spaces shall have no less than three of the following elements:

- Overhangs
- Canopies or Porticos
- Recesses/Projections
- Arcades
- Raised corniced parapets over the entrance
- Peaked roof forms
- Arches
- Outdoor patios
- Display windows
- Integral planters that incorporate landscaped areas or seating areas

g. **Parking Areas**

A. Surface parking lots shall be screened from streets through the use of screening or liner development such as townhome, live-work, and loft office units. Parking garages may not be visible from streets on more than 2 sides of each block. Beyond these two sides, a development liner (such as loft residential, office, etc.) shall be constructed to shield the garage from view.

B. Surface Parking Perimeter Screening – All surface parking lots shall be screened from street view. Such screening shall take the form of 3 foot, 7-gallon plantings of dense evergreen hedge at time of installation measured above the grade of the parking lot.

C. Landscape Medians – All surface parking lots shall have a landscape median strip with a minimum width of 6 feet incorporated into the parking lot design to separate the parking area and drive aisle with direct connection to the street. 1 tree shall be planted for every 35 linear feet of median.

h. **Service and Equipment Areas**. Service areas are zones and loading docks where servicing of the site takes place and include wall-, ground- or roof-mounted mechanical or equipment areas.

A. Placement of Service Areas – Service areas shall (i) not front or be visible from a street, and shall be placed within the building envelope they serve; or (ii) follow the screening requirements below. Dumpsters and trash enclosures be placed within a building's envelope, and no service areas be placed where they are visible from US Highway 380, Gee Road or Fields Road. Loading areas must not be located closer than fifty (50) feet to any single-family lot or public right-of-way, unless wholly within an enclosed building.

B. Service Area Screening – Off-street loading and service areas must be placed at the side or rear of buildings and shall be screened in conformity with the requirements of the Zoning Ordinance.

C. Service Area Screening Design – In general, the design of all service area screening shall be complementary to the design of the building it serves in terms of its material and color.

D. Roof-Mounted Equipment Screening – All roof-mounted equipment shall be screened from public view through the use of design features that complement the building they serve in terms of material and color.

i. **Fencing**

A. Fencing Length and Height – The maximum length of a fence shall be fifty (50) feet without a break of thirty (30) feet. No fencing shall be above three (3) feet in height.

B. Fencing Material – All fencing must be wrought iron or decorative steel.

j. **Site Landscaping**

A. Street Trees – Street trees shall be planted at an average of thirty (30) feet on-center across each block face and three and one-half (3 ½) feet from the back of curb. These trees shall have a minimum caliper of four (4) inches at installation, and shall not be closer than ten (10) feet from a street lamppost. Street tree material shall follow the recommendation of the Director of Development Services, and shall generally follow the type of canopy line created by red oak, live oak, etc. Street trees shall use a consistent species along both sides of each block.

B. Tree Planters – Street trees shall be centered within five (5) foot by ten (10) foot planters as leave-outs within the sidewalk and screened with either a twelve (12) inch high ornamental steel fence or brick turn-up edge. Planters shall also consist of evergreen ground cover and perennial plantings. The street-facing leading edge of all planters shall be placed one foot, six inches (1.5 feet) from the face of the curb to allow clearance for passenger car doors to open.

C. Prior to the issuance of a Certificate of Occupancy for any building, structure or improvement, all landscaping must be installed in accordance with the approved corresponding landscaping plan.

D. Street Lights – Street lights shall be located four (4) feet from face of curb on average intervals of seventy-five (75) feet along all block faces. The light fixtures shall be mounted ten (10) to twelve (12) feet from the finished grade of the sidewalk and shall be of metal halide type.

E. Bicycle Racks – Bicycle racks shall be provided on 150 foot intervals of all block faces, clustering at street lamp or building entry locations.

F. Litter Containers and Benches – Litter containers and benches shall be provided on 150 foot intervals along all block faces and clustered at street lamp or building entry locations.

d. **Mixed-Use Development Standards (Traditional Retail)**. Retail development within the Mixed Use Tract is intended predominately for heavy retail, service, light intensity wholesale and commercial uses, but excluding warehousing uses. The

nature of uses in this District has operating characteristics and traffic service requirements generally compatible with typical office, retail, and some residential environments. Uses in this District may require open, but screened, storage areas for materials. In the event all or a portion of the Mixed Use Tract is developed solely for retail uses (i.e. not a mixed use development) then the development for retail uses shall conform to the following standards:

a. Size of Yards:

1. Minimum Front Yard: thirty (30) feet.
2. Minimum Side Yard:
   a. Fifteen (15) feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.
   b. Thirty (30) feet for a one (1) story building adjacent to a residential district and sixty (60) feet for a two (2) story building adjacent to a residential district.
   c. Thirty (30) feet adjacent to a street.

3. Minimum Rear Yard:
   a. Fifteen (15) feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.
   b. Thirty (30) feet for a one (1) story building adjacent to a residential district and sixty (60) feet for a two (2) story building adjacent to a residential district.

b. Size of Lots:

1. Minimum Size of Lot Area: Ten thousand (10,000) square feet.
2. Minimum Lot Width: One hundred (100) feet.
3. Minimum Lot Depth: One hundred (100) feet.

c. Maximum Height: Two (2) stories, no greater than forty (40) feet.

d. Lot Coverage: Fifty (50) percent.

e. Floor Area Ratio: Maximum 0.5:1.

f. Permitted Uses: Uses followed by an **S** are permitted by Specific Use Permit. Uses followed by a **C** are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town's Zoning Ordinance:

- Accessory Building
- Administrative, Medical, or Professional Office
- Antenna and/or Antenna Support Structure, Commercial **C**
- Antenna and/or Antenna Support Structure, Non-Commercial **C**
- Antique Shop and Used Furniture
- Artisan's Workshop
- Assisted Care or Living Facility **S**

• Athletic Stadium or Field, Private **S**
• Athletic Stadium or Field, Public
• Auto Parts Sales, Inside
• Automobile Paid Parking Lot/Garage
• Automobile Parking Lot/Garage
• Automobile Repair, Major **S**
• Automobile Repair, Minor
• Automobile Sales, Used **S**
• Automobile Sales/Leasing, New **S**
• Bank, Savings and Loan, or Credit Union
• Beauty Salon/Barber Shop
• Bed and Breakfast Inn
• Beer & Wine Package Sales **C**
• Bottling Works
• Building Material and Hardware Sales, Major
• Building Material and Hardware Sales, Minor
• Bus Terminal **C**
• Business Service
• Cabinet/Upholstery Shop
• Caretaker's/Guard's Residence
• Cemetery or Mausoleum **S**
• Civic/Convention Center
• College, University, Trade, or Private Boarding School
• Commercial Amusement, Indoor
• Commercial Amusement, Outdoor **S**
• Community Center
• Convenience Store with Gas Pumps **C**
• Convenience Store without Gas Pumps
• Dance Hall **S**
• Day Care Center, Adult **S**
• Day Care Center, Child **C**
• Day Care Center, Incidental **S**
• Dry Cleaning, Minor
• Equipment and Machinery Sales and Rental, Minor
• Fairgrounds/Exhibition Area **S**
• Farm, Ranch, Stable, Garden, or Orchard
• Farmer's Market
• Feed Store
• Flea Market, Inside
• Flea Market, Outside **S**
• Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority
• Furniture Restoration
• Furniture, Home Furnishings and Appliance Store
• Gas Pumps **C**
• General Manufacturing/Industrial Use Complying with Performance Standards **S**
• Golf Course and/or Country Club
• Governmental Office
• Gunsmith
• Gymnastics/Dance Studio
• Health/Fitness Center

• Homebuilder Marketing Center
• Hospital
• Hotel **C**
• House of Worship
• Indoor Gun Range **S**
• Insurance Office
• Limited Assembly and Manufacturing Use Complying with Performance Standards
• Locksmith/Security System Company
• Machine Shop
• Massage Therapy, Licensed
• Mini-Warehouse/Public Storage **S**
• Mobile Food Vendor **C**
• Mortuary/Funeral Parlor
• Motel **C**
• Motorcycle Sales/Service **S**
• Municipal Uses Operated by the Town of Prosper
• Museum/Art Gallery
• Nursery, Major **S**
• Nursery, Minor
• Office and Storage Area for Public/Private Utility
• Office/Showroom
• Office/Warehouse/Distribution Center
• Open Storage (subject to Chapter 4, Section 5 of the Zoning Ordinance)
• Park or Playground
• Pawn Shop
• Pet Day Care **C**
• Print Shop, Major **S**
• Print Shop, Minor
• Private Club
• Private Recreation Center
• Private Utility, Other Than Listed
• Recreational Vehicle Sales and Service, New/Used **S**
• Recreational Vehicle/Truck Parking Lot or Garage **S**
• Recycling Collection Point
• Rehabilitation Care Institution **S**
• Research and Development Center **C**
• Residence Hotel **C**
• Restaurant or Cafeteria
• Restaurant, Drive In
• Retail Stores and Shops
• Retail/Service Incidental Use
• School District Bus Yard **C**
• School, Private or Parochial
• School, Public
• Sewage Treatment Plant/Pumping Station **S**
• Small Engine Repair Shop
• Stealth Antenna, Commercial **C**
• Storage or Wholesale Warehouse **S**
• Taxidermist
• Telephone Exchange

- Temporary Building **C**
- Theater, Neighborhood
- Theater, Regional
- Trailer Rental **S**
- Transit Center **S**
- Truck Sales, Heavy Trucks **S**
- Utility Distribution/Transmission Facility **S**
- Veterinarian Clinic and/or Kennel, Indoor
- Veterinarian Clinic and/or Kennel, Outdoor
- Water Treatment Plant **S**
- Winery

4. **Parkland**

a. Parkland shall consist of the following types:

i. Neighborhood Park,

ii. Open space,

iii. Community Park containing a minimum of fifty (50) acres, and

b. The schedule for providing Parkland shall be as follows:

i. Neighborhood Park: The Neighborhood Parks shall be dedicated to the Town for public use and constructed simultaneously with the construction of the Public Improvements contained within the platted area in which the Neighborhood Parks is/are located. Developer shall, after consultation with the Town, use reasonable efforts to situate Neighborhood Parks adjacent to School Areas, with the specific location being subject to approval by the Town, which may not be unreasonably withheld, delayed, condition or denied.

ii. Open Space: Open Space identified on a General Development Plan shall be dedicated to the Town for public use, or reserved for private use by Developer, upon the earlier of: (A) within a reasonable period of time after receiving a written request by the Town for such dedication or reservation, such request being based upon the Park Plan in accordance with the General Development Plan wherein such Open Space is located; or (B) upon recordation of a final plat in which such Open Space is located, provided Developer owns the Open Space to be dedicated or reserved. If Developer is not the owner of the Open Space to be dedicated or reserved, the Owners shall, unless otherwise required herein, be required to comply with such requirements as set forth in the Subdivision Ordinance when the Properties, or portions thereof, develop.

iii. Community Park: Within three (3) years from the Effective Date of the Preannexation Agreement, the Community Park shall be

dedicated to the Town upon the earlier of: (A) within ninety (90) days of receiving a written request by the Town for such dedication; or (B) at the time the adjacent streets are dedicated to the Town provided Developer owns the land identified as the Community Park; provided, however, the Parties agree that the Community Park dedication shall be in cooperation with and furtherance of the Town's overall park grant efforts. Notwithstanding anything to the contrary herein, if the Developer has not dedicated the Community Park by the time prescribed in the preceding sentence, Owners as applicable, shall dedicate, at absolutely no cost to the Town, the Community Park within three (3) months of a written request by the Town for such dedication. Town shall be fully responsible for Maintenance Obligations of the Community Park upon the Town's acceptance of the dedication. The Town will, within a reasonable time, after receiving the proposed conveyance instrument, provide the Developer and/or Owner, as applicable, written notice of the Town's acceptance of the dedicated Community Park.

c. Parkland reserved for private use shall be owned and maintained by a homeowners association, or other entity, and made available to owners, tenants, residents, occupants and members within the Properties and to their guests and invitees.

d. Permitted uses within the Parkland are active and passive recreation uses including, but not limited to the following:

- trails,
- playfields,
- game courts,
- golf courses,
- nature centers,
- outdoor education centers,
- community gardens, and
- trail amenities.

5. **General Requirements for the Windsong Ranch.**

a. Amenities: The intent of these development standards regarding the provision of amenities is for an integration of built and natural elements working together as a system that provides for the active and passive recreational needs of the Windsong Ranch community specifically and of the Town of Prosper generally. The distribution of natural beauty throughout the development, exemplified by mature trees and areas of rolling topography, provides the opportunity for a community-wide trail punctuated with nodes of built improvements such as pocket parks. In this way, neighborhood is linked to neighborhood and the Windsong Ranch community is linked to the Town.

To help preserve the open character of the Town of Prosper, it is the intent of these development standards that a significant amount of natural open space, particularly amid the floodplain and other sensitive land, be set aside to provide

additional open space for Windsong Ranch and for the Town. Design elements in these areas should support non-programmed passive recreational activities such as walking and picnicking.

b. Development Plan: A Conceptual Development Plan is hereby attached (Exhibit "D") and made a part of these development standards. It establishes the most general guidelines for the district by identifying the project boundaries, land use types, approximate thoroughfare locations, R.O.W. dedication, roads and illustrates the integration of these elements into a master plan for the whole district.

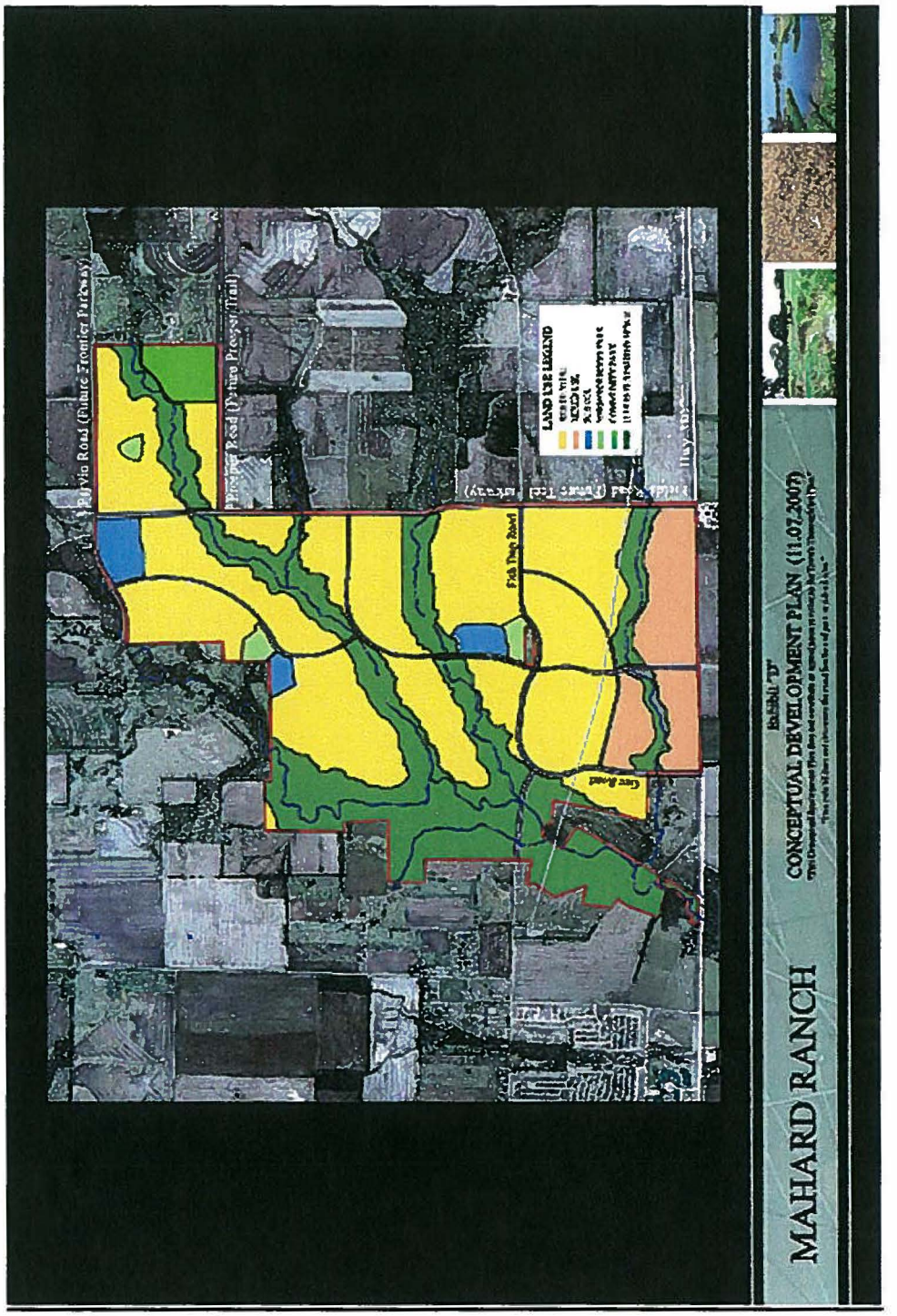
c. Maintenance of Facilities: The Developers shall establish a Homeowner's Association ("HOA") for single family residential areas and a Property Owner's Association ("POA") for mixed use areas, in which membership is mandatory for each lot, and that will be responsible for operation and maintenance of all common areas and/or common facilities contained within the area of the respective residential or mixed use development or adjacent Right-of-Way ("ROW"). The HOA or POA will be created with Phase 1 and each subsequent phase shall be annexed into the association or a separate HOA/POA may be created for each respective phase at the Developer's discretion. Upon completion of fifty percent (50%) buildout of any phase of residential development and creation of the corresponding HOA, the Developer shall provide that all HOA Boards have an advisory position to be filled by individual homeowners residing within the corresponding phase. Prior to transfer of the ownership to the HOA or POA, all specified facilities shall be constructed by the Developer and approved by the Town. The Developer shall provide the Town a mandatory HOA/POA agreement that will be recorded in the deed records of Denton County, Texas. In lieu of the HOA and POA, the Town and Developer may elect to create another entity to undertake the same responsibilities of the HOA or POA.

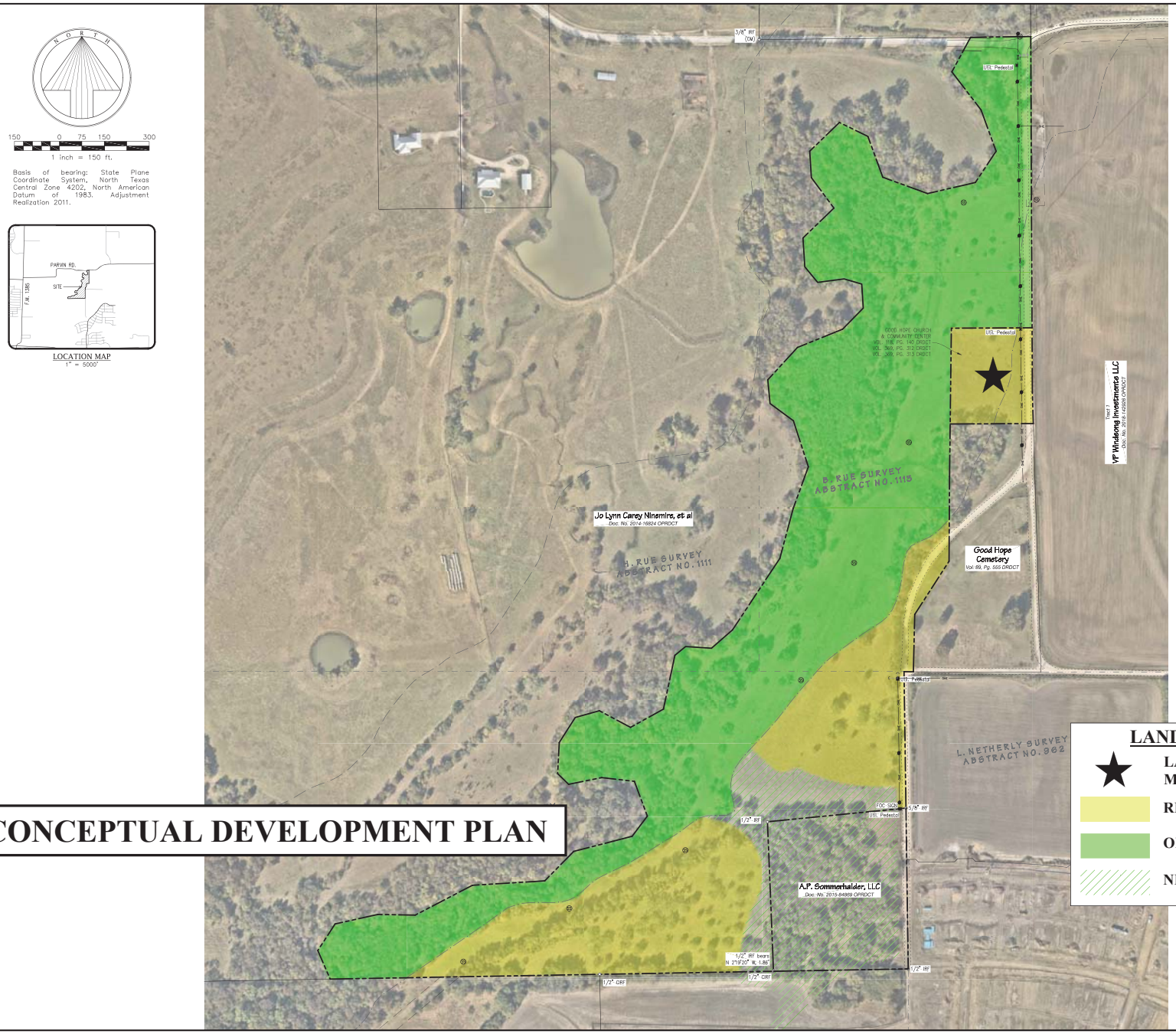
6. **Definitions**. The definitions of the Town's Zoning Ordinance (as it currently exists or may be amended) shall apply to these regulations except as otherwise amended herein. For purposes of these Development Standards, the following terms shall have the following meaning:

"Masonry" shall mean stone, stucco, brick, tile, concrete, glass or similar materials or any similar material approved by the Town's Director of Development Services.

"Independent Living Facilities" means a facility containing dwelling units, accessory uses and support services specifically designated for occupancy by persons 55 years of age or older, in accordance with the housing for older persons provisions of the Federal Fair Housing Act of 1988 (42 U.S.C. section 3607 et seq.), as amended, who are fully ambulatory or who require no medical or personal assistance or supervision. The dwelling units may consist of either multifamily, single-family detached or attached residences, or a combination of such uses.

EXHIBIT "D"
Concept Plan for Windsong Ranch, Town of Prosper, Texas





CONCEPTUAL DEVELOPMENT PLAN

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBPLS No. F-10043100 • www.spiarseng.com

EX D-2

ZONING EXHIBIT
TOWN OF PROSPER
DENTON COUNTY, TEXAS

VP WINDSONG OPERATIONS, LLC

Date
Revisions

Scale: 1" = 150'
Drawn By: RWH
Checked By: DKB
Sheet 1
SEI No.

EXHIBIT "E"

Development Schedule for Windsong Ranch, Town of Prosper, Texas

The anticipated schedule of development is to provide approximately 350 finished lots of various Types each 18-month period, beginning March 2009.

This schedule is subject to change due to various factors beyond the control of the developer, such as housing market conditions, construction materials and labor availability and acts of nature, among others.

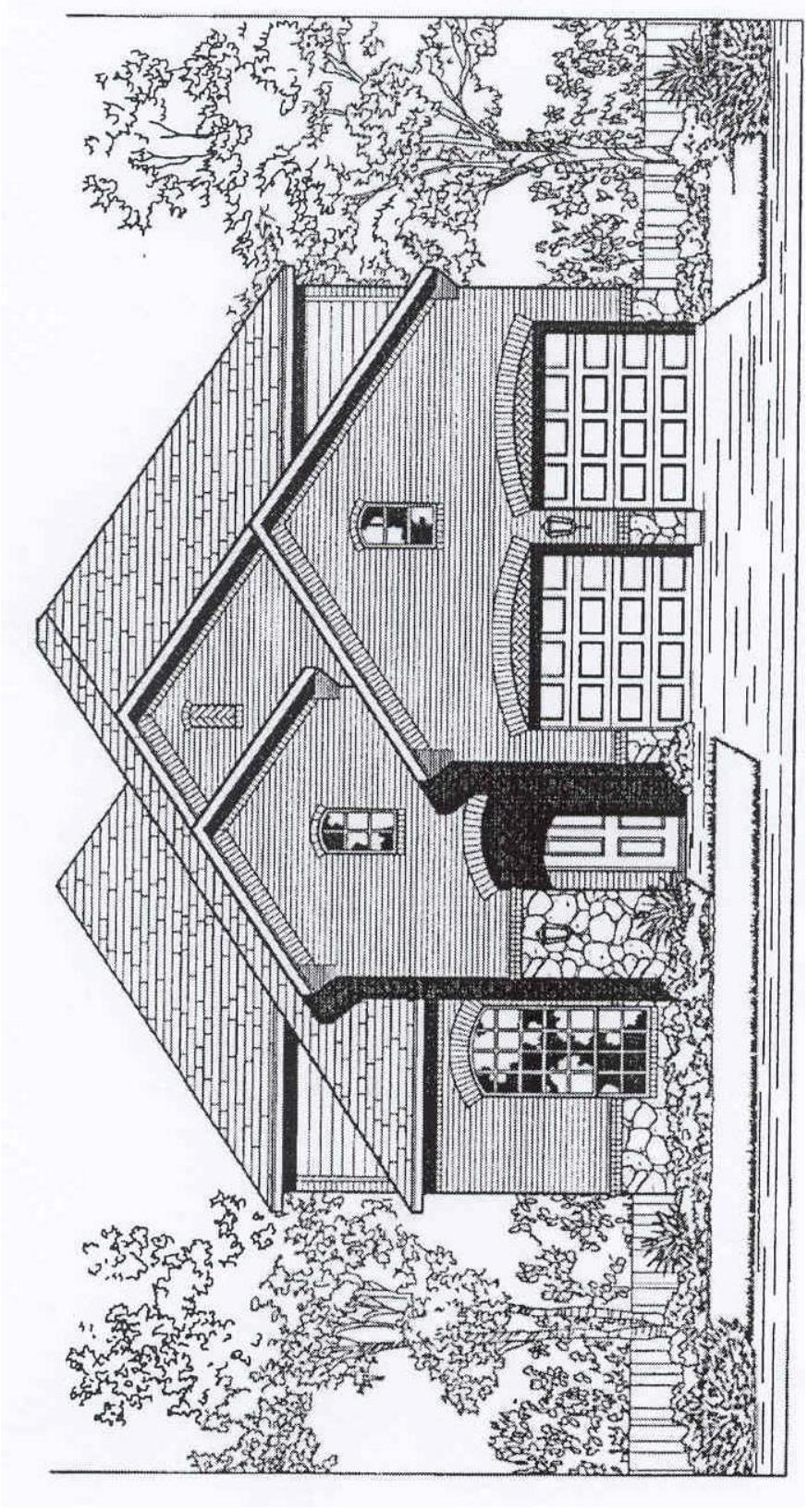
EXHIBIT "F"

Illustrative Elevations and Plans for Windsong Ranch, Town of Prosper, Texas

The illustrations that are included with this Exhibit are for the purpose of illustrative example only and do not constitute exact renderings or plans of the buildings and items depicted.

EXHIBIT “F-1”

The illustrations that are included with this Exhibit are for the purpose of illustrative example only and do not constitute exact renderings or plans of the buildings and items depicted.



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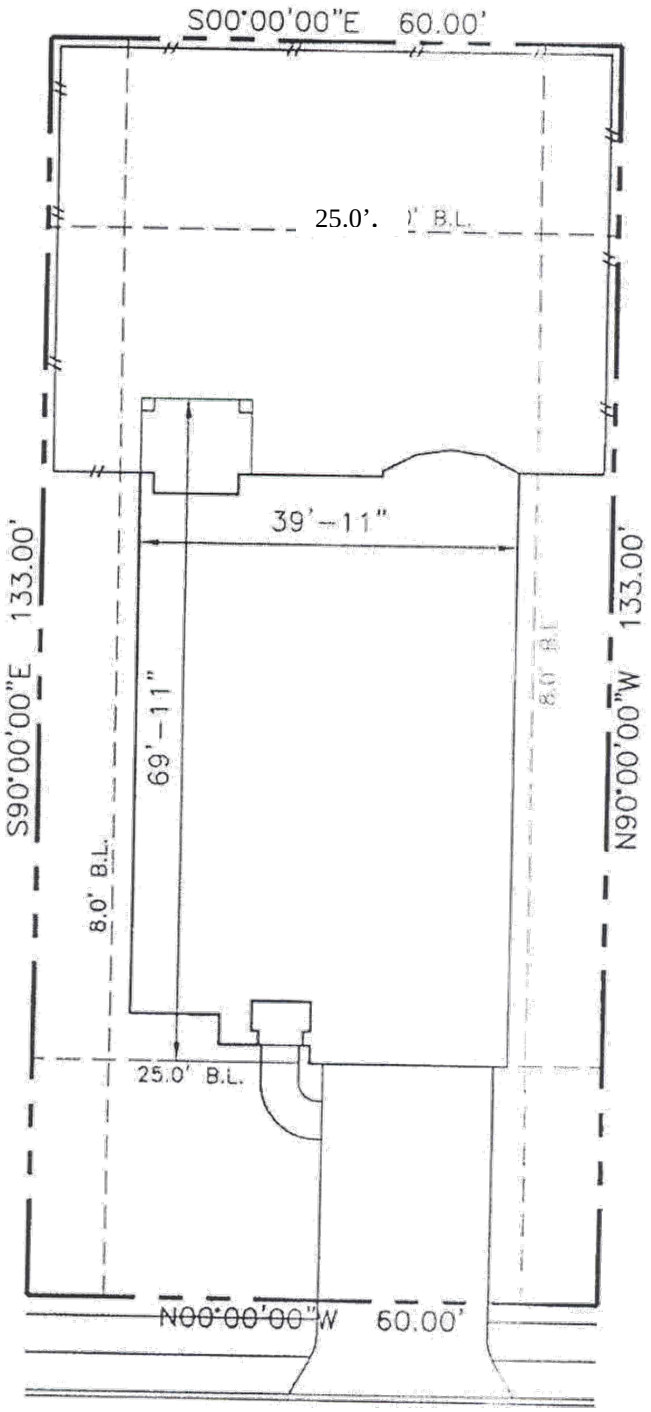
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39'-11"
S90°00'00"E 133.00'
N90°00'00"W 133.00'
69'-11"
8.0' B.L.
8.0' B.L.
25.0' B.L.
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EXHIBIT “F-2”

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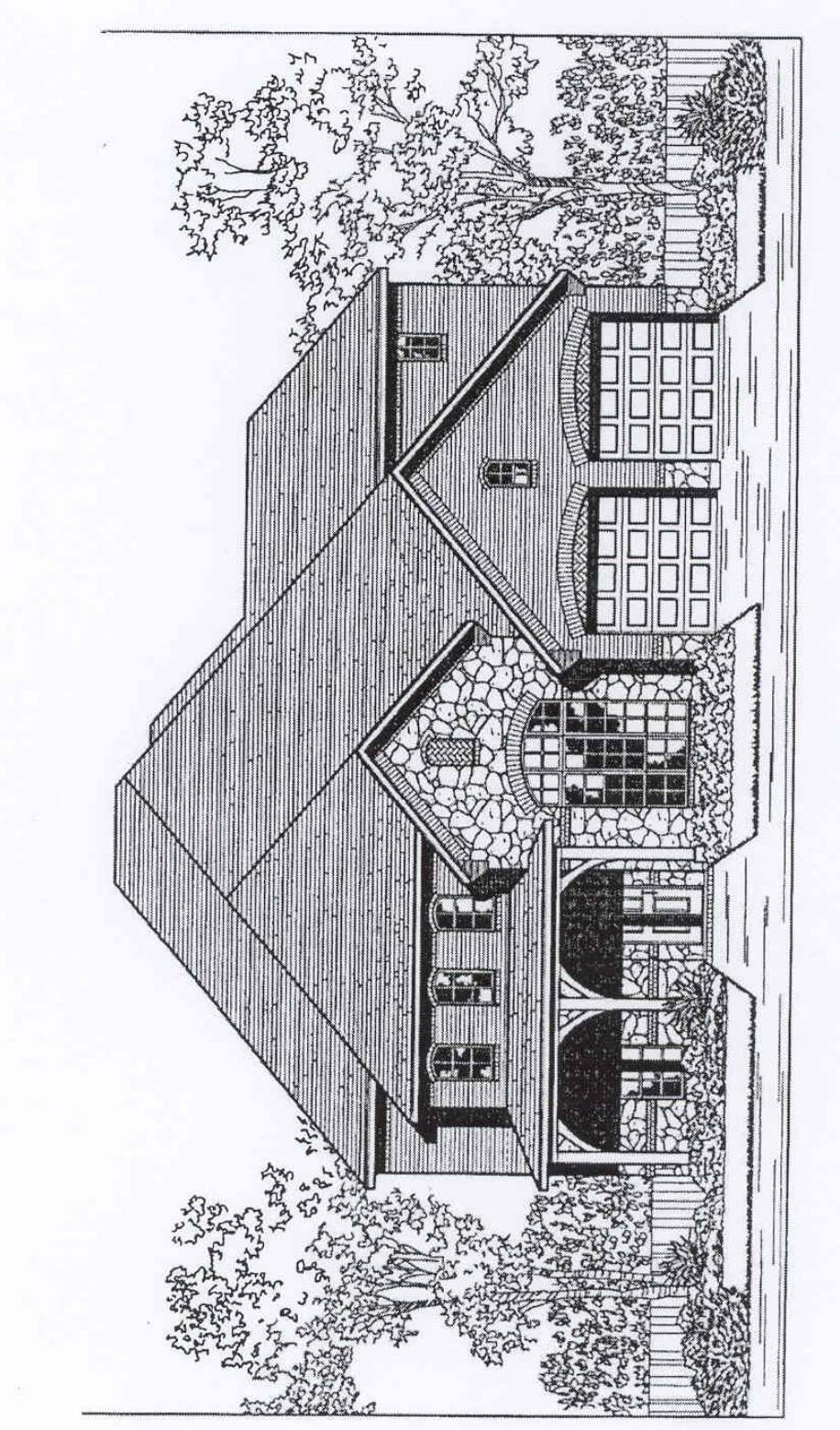

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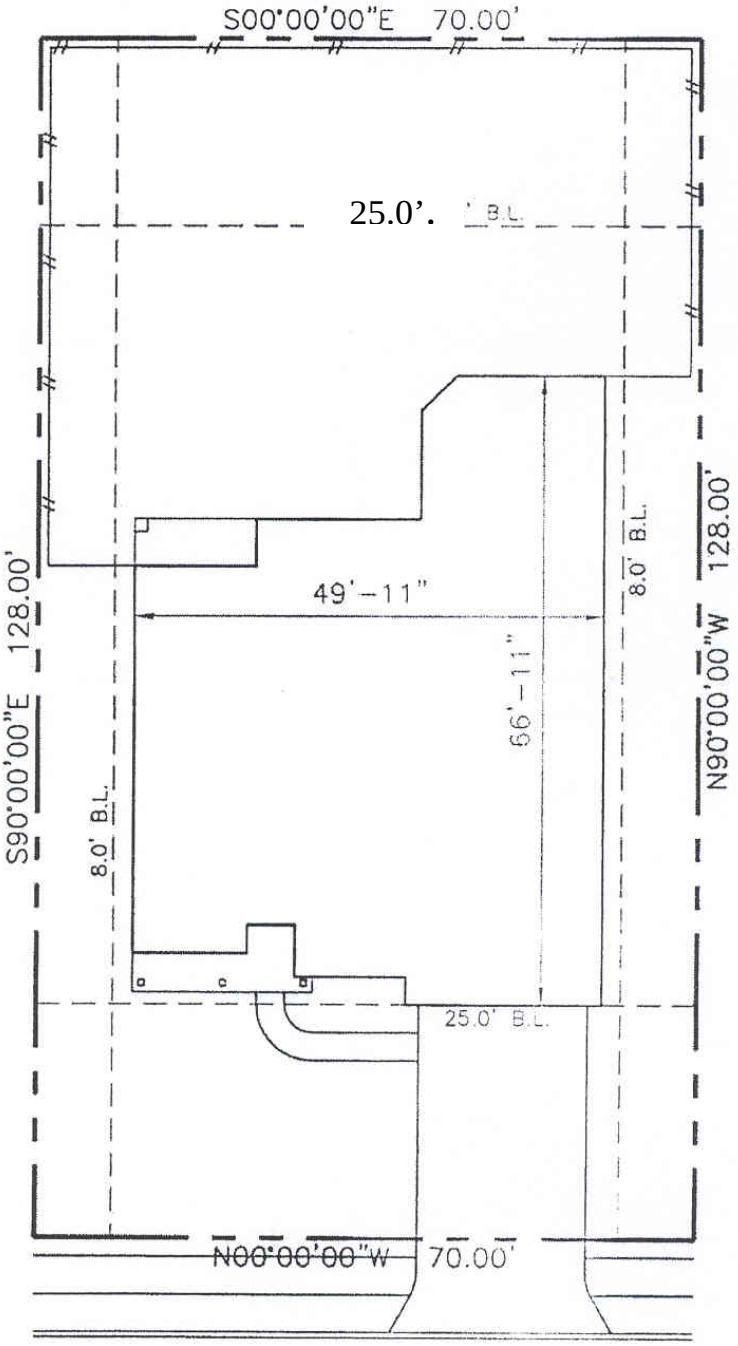
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8.0' B.L.
25.0' B.L.
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Exhibit “F-3”

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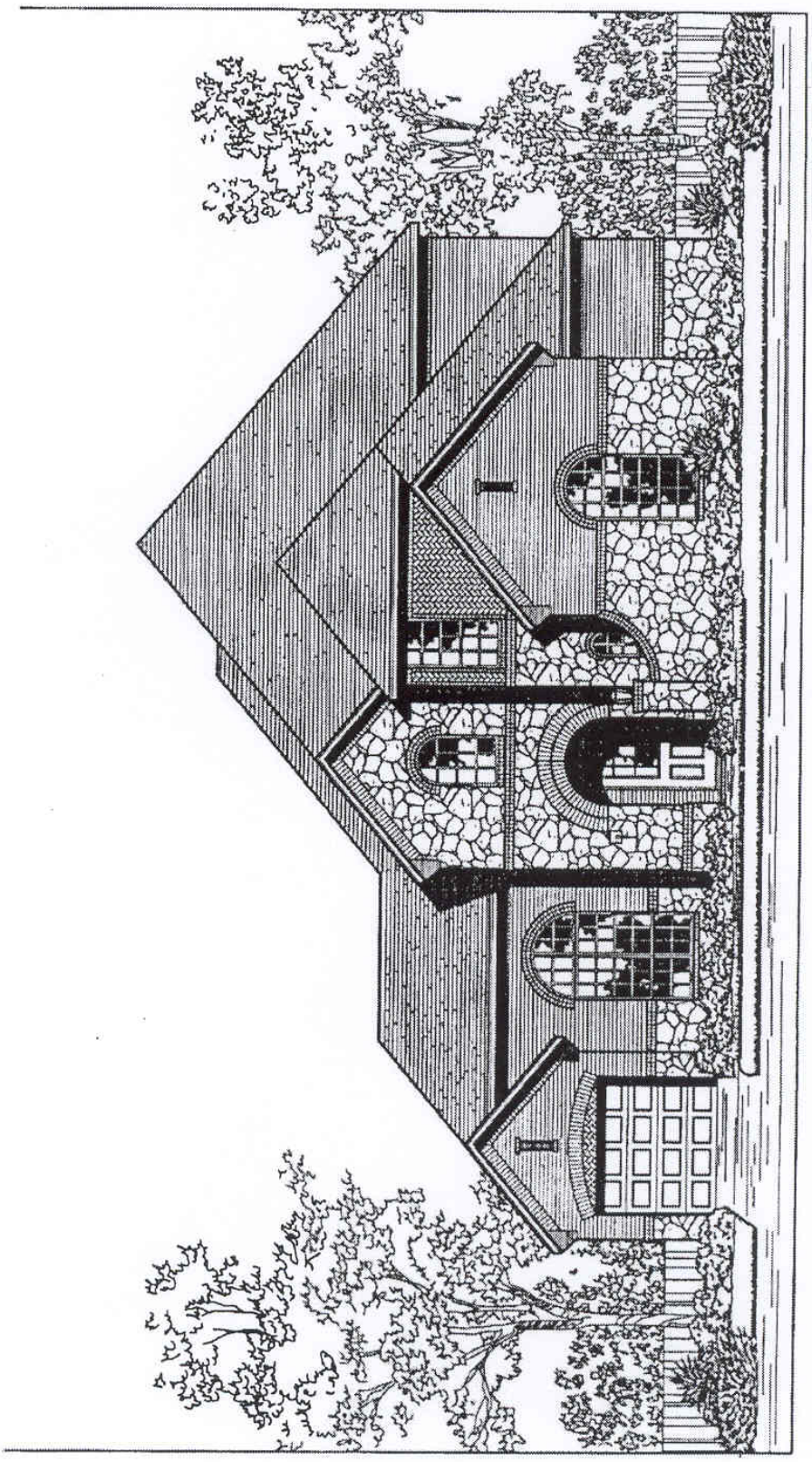

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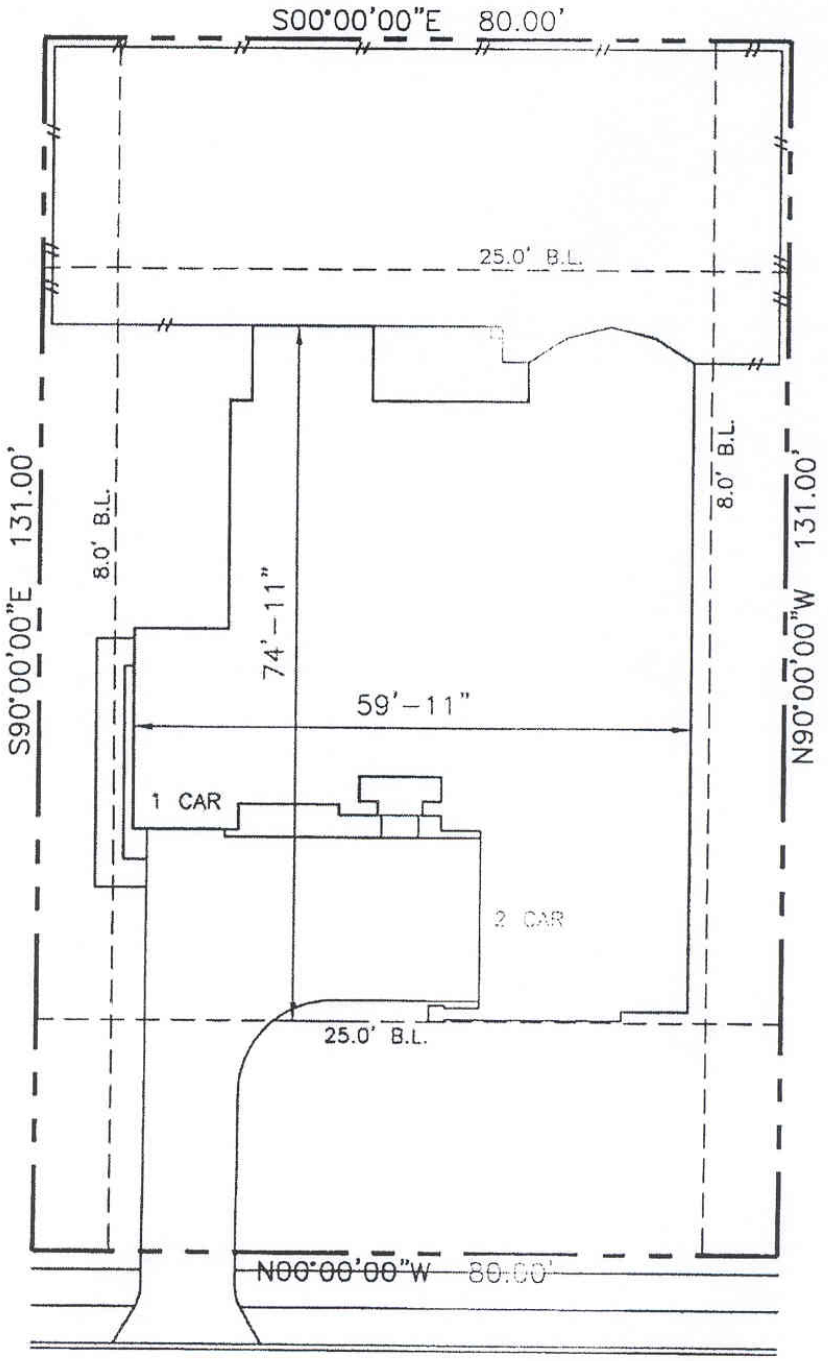
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8.0' B.L.
8.0' B.L.
S90°00'00"E 131.00'
N90°00'00"W 131.00'
74'-11"
59'-11"
1 CAR
2 CAR
25.0' B.L.
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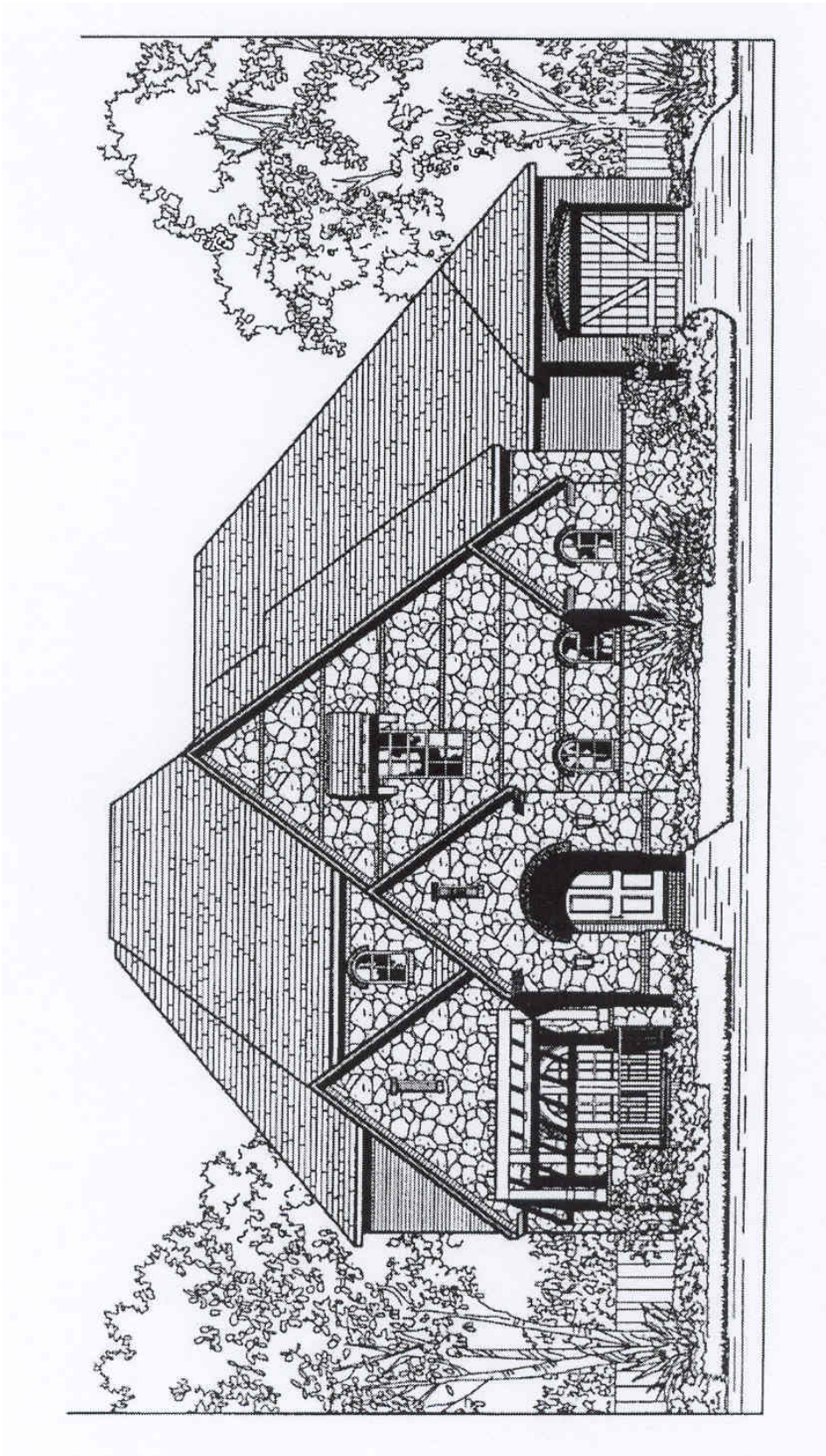
Exhibit “F-4”

The illustrations that are included with this Exhibit are for the purpose of illustrative example only and do not constitute exact renderings or plans of the buildings and items depicted.



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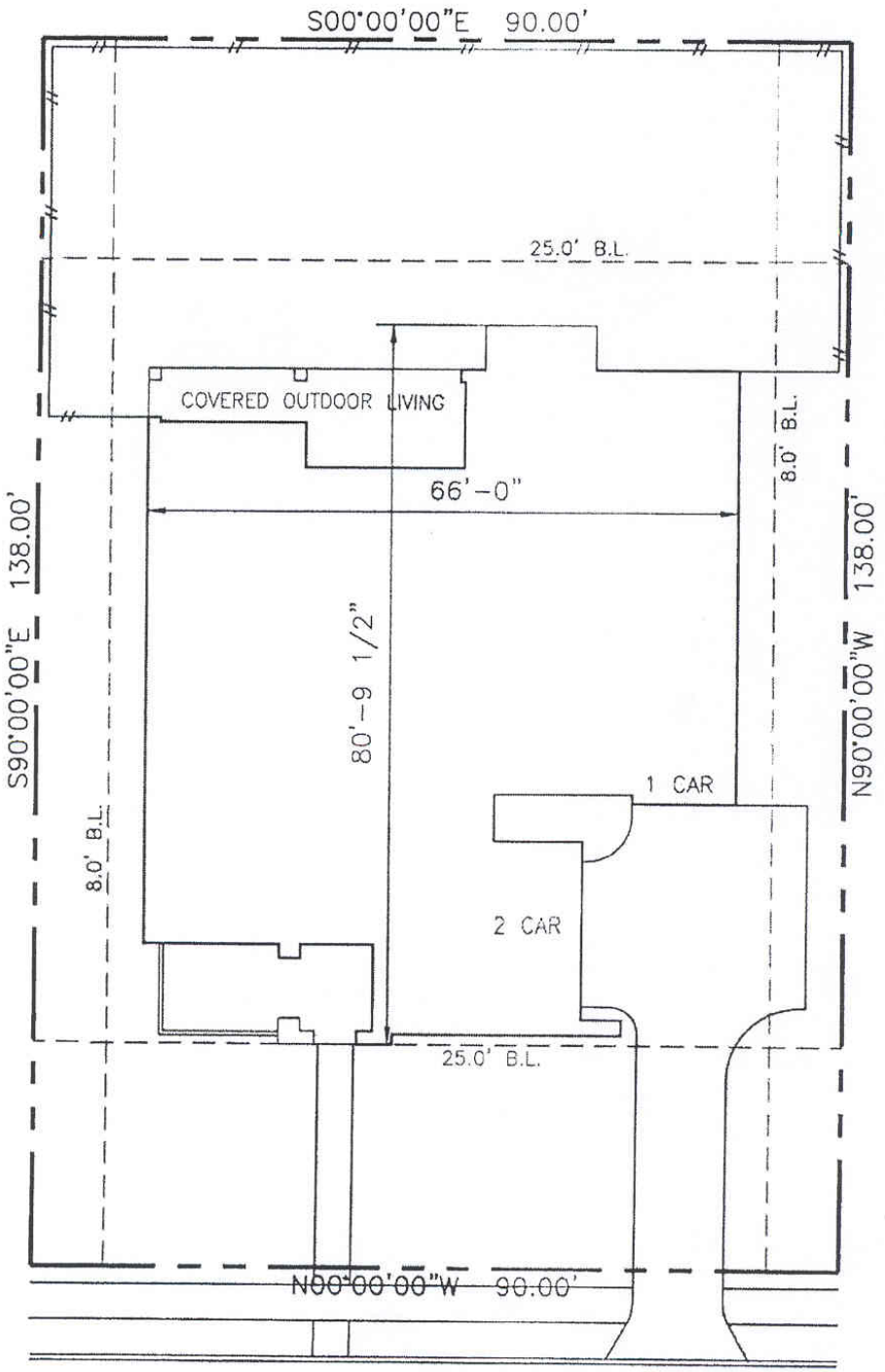
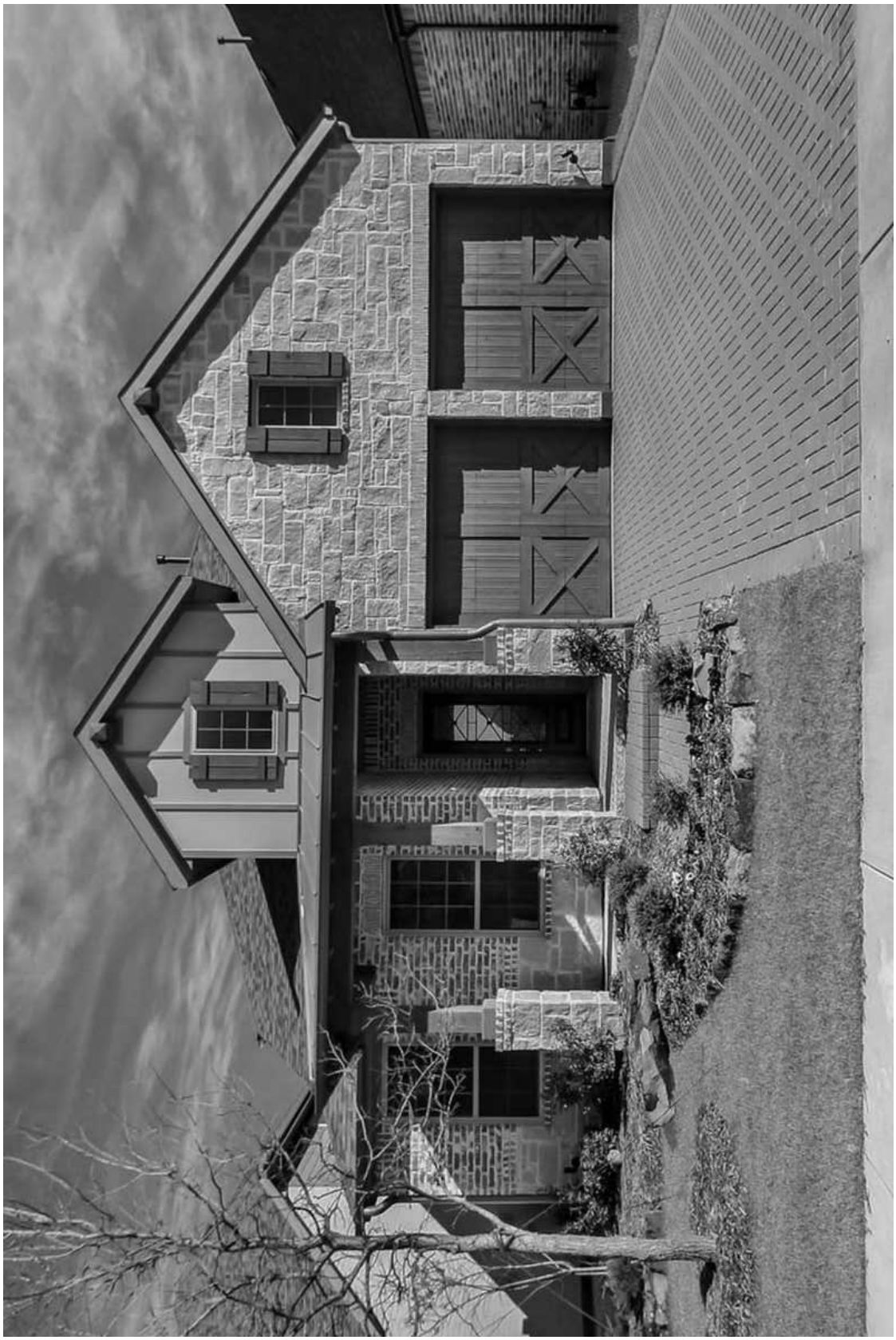

S00°00'00"E 90.00'
25.0' B.L.
COVERED OUTDOOR LIVING
66'-0"
8.0' B.L.
S90°00'00"E 138.00'
80'-9 1/2"
N90°00'00"W 138.00'
1 CAR
2 CAR
8.0' B.L.
25.0' B.L.
N00°00'00"W 90.00'

Exhibit “F-5”

The illustrations that are included with this Exhibit are for the purpose of illustrative example only and do not constitute exact renderings or plans of the buildings and items depicted.

4529



2820

5712

PLANNING

TOWN OF PROSPER

Prosper is a place where everyone matters.

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 – March 9, 2021**

Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Second Amended Development Agreement between VP Windsong Operation, LLC and VP Windsong Investments, LLC, and the Town of Prosper, Texas, related to the Windsong Ranch development.

History:
This item was tabled at the February 23, 2021, Town Council meeting, per a request by the applicant to allow for additional time for legal review.

Description of Agenda Item:
On January 26, 2021, the Town Council approved rezoning request (Z20-0023) related to Windsong Ranch. The zoning request was approved by a vote of 7-0. A Development Agreement has been prepared accordingly.

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

Attached Documents:
1. Development Agreement
2. Development Agreement Exhibits

Town Staff Recommendation:
Staff recommends the Town Council authorize the Town Manager to execute a Second Amended Development Agreement between VP Windsong Operation, LLC and VP Windsong Investments, LLC, and the Town of Prosper, Texas, related to the Windsong Ranch development.

Proposed Motion:

I move to authorize the Town Manager to execute a Second Amended Development Agreement between VP Windsong Operation, LLC and VP Windsong Investments, LLC, and the Town of Prosper, Texas, related to the Windsong Ranch development.

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT ("Second Amendment to Development Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and VP Windsong Operations LLC, VP Windsong Investments LLC (collectively, "Windsong"), GRBK Edgewood LLC ("GRBK"), Jo Lynn Ninemire, Laura Varner, and Mark Carey (collectively, "Carey," and together with Windsong and GRBK, "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, Windsong are Delaware limited liability companies qualified to do business in the State of Texas; and

WHEREAS, Windsong has developed Windsong Ranch located in Denton County in the Town, and more particularly described in an Exhibit attached to the Planned Development 40 ("PD-40") zoning ordinance, and which real property is more-specifically defined in the Development Agreement (hereinafter defined) (the "Property"); and

WHEREAS, in 2008 the Town approved PD-40 relative to the development of the Property as a master-planned community, and has approved certain amendments to PD-40 subsequent thereto; and

WHEREAS, on or about January 14, 2020, the Town approved certain amendments to PD-40, as more fully described in the applicable zoning ordinance, and further, the Parties agreed to certain other matters, including architectural features and building materials to be utilized on the Property; and

WHEREAS, the foregoing were memorialized in a Development Agreement ("Development Agreement") approved by the Town Council on or about January 14, 2020, and subsequently filed in the Denton County Real Property Records on or about January 15, 2020, as Document # 6140; and

WHEREAS, on or about August 11, 2020, the Town Council considered and approved other amendments to PD-40, and authorized the execution of a First Amendment to Development Agreement on or about September 8, 2020, and subsequently filed in the Denton County Real Property Records on or about September 30, 2020, as Document # 154628 (together with the Development Agreement, the "Development Agreement");

WHEREAS, on or about December 18, 2020, Windsong conveyed a portion of the Property to GRBK, and in connection with such conveyance, partially assigned its rights pursuant to the Development Agreement pursuant to that certain Partial Assignment and Assumption of Development Agreement filed in the Denton County Real Property Records on or about December 21, 2020, as Document # 208279; and

WHEREAS, this Second Amendment to Development Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in PD-40, as amended, and to recognize Owner's reasonable investment-backed expectations in PD-40, as amended; and

WHEREAS, subject to the terms of the Development Agreement and the First Amendment to Development Agreement, Owner agreed and acknowledged that it would construct on the Property structures in accordance with the provisions, standards and notes reflected in the Development Agreement executed on or about January 14, 2020, as amended by the First Amendment to Development Agreement; and

WHEREAS, subject to the terms of this Second Amendment to Development Agreement, Windsong and the Town wish to add the approximately 5.433-acre tract of land depicted and described in Exhibit A (the "Additional Windsong Tract"), attached hereto and incorporated by reference, to be added to the property more fully described in PD-40 (Windsong Ranch), in accordance with the zoning case approved by the Town Council on or about January 26, 2021, and as memorialized in an ordinance regarding same;

WHEREAS, subject to the terms of this Second Amendment to Development Agreement, Carey and the Town wish to add the approximately 50.23-acre tract of land depicted and described in Exhibit B (the "Carey Tract"), attached hereto and incorporated by reference, to be added to the property more fully described in PD-40 (Windsong Ranch), in accordance with the zoning case approved by the Town Council on or about January 26, 2021, and as memorialized in an ordinance regarding same; and

WHEREAS, Windsong desires to construct a Community Landscape Maintenance Facility in accordance with the standards referenced in this Second Amendment to Development 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 Community Landscape Maintenance Facility. The Parties hereby agree that a Community Landscape Maintenance Facility may be constructed in accordance with the applicable requirements contained in Exhibit C, "Architectural Standards and Building Materials," attached hereto and incorporated by reference, and Windsong agrees to remain in comnpliance therewith if Windsong does construct the Community Landscape Maintenance Facility. 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. Effect of Development Agreement. Except to the extent referenced in Exhibit C, attached hereto and incorporated by reference, all other terms and conditions contained in the Development Agreement executed on or about January 14, 2020, and the First Amendment to Development Agreement executed on or about September 8, 2020, shall remain in full force and effect and apply to this Second Amendment to Development Agreement unless specifically otherwise provided herein.

3. **Addition of the Additional Windsong Tract**. Windsong and the Town acknowledge and agree that the Additional Windsong Tract shall be added to the "Property," as such term is defined in the Development Agreement.

4. Addition of the Carey Tract. Carey and the Town hereby acknowledge and agree that the Carey Tract shall be added to the "Property,".

[*Remainder of the page left intentionally blank; signatures appear on the following pages*]

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 February, 2021, 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: _____

WINDSONG:

VP Windsong Operations LLC,
a Delaware limited liability company

By: _____
Name: David R. Blom
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ___ day of February, 2021, by David R. Blom, in his capacity as Vice President of VP Windsong Operations LLC, a Texas limited liability company, 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: _____

VP Windsong Investments LLC,
a Delaware limited liability company

By: _____
Name: David R. Blom
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ___ day of February, 2021, by David R. Blom, in his capacity as Vice President of VP Windsong Investments LLC, a Texas limited liability company, 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: _____

GRBK:

GRBK EDGEWOOD LLC,
a Texas limited liability company

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on this the ____ day of February, 2021 by _____ of the GRBK EDGEWOOD LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas
My Commission Expires: _____

CAREY:

JO LYNN NINEMIRE

STATE OF TEXAS)
)
COUNTY OF)

This instrument was acknowledged before me on this the ____ day of February, 2021 by Jo Lynn Ninemire.

Notary Public, State of Texas
My Commission Expires: _____

LAURA VARNER

STATE OF TEXAS)
)
COUNTY OF)

This instrument was acknowledged before me on this the ____ day of February, 2021 by Laura Varner

Notary Public, State of Texas
My Commission Expires: _____

MARK CAREY

STATE OF TEXAS)
)
COUNTY OF)

This instrument was acknowledged before me on this the ____ day of February, 2021 by Laura Varner

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF THE ADDITIONAL WINDSONG TRACT

(Description of Additional Windsong Tract to be Added to PD-40, Windsong Ranch Development)

EXHIBIT B

DESCRIPTION OF THE CAREY TRACT

(Description of Carey Tract to be Added to PD-40, Windsong Ranch Development)

EXHIBIT C

ARCHITECTURAL STANDARDS AND BUILDING MATERIALS FOR COMMUNITY LANDSCAPE MAINTENANCE FACILITY

1. **Community Landscape Maintenance Facility**: Any Community Landscape Maintenance Facility to be constructed on the Property described in Exhibit A and Exhibit B to this Second Amendment to Development Agreement shall comply with the follow architectural and building materials standards as follows:

A. **Front Facade**.

The front façade shall consist of a minimum of ninety percent (90%) brick and/or stone exterior building material.

B. **Side and Rear Facades**.

The side and rear facades shall consist of a minimum of ten percent (10%) brick and/or stone, and the use of metal as an exterior building material shall be permitted.

C. **Bay Doors**. Bay doors shall not be permitted to directly face any right-of-way.

150 0 75 150 300

1 inch = 150 ft.

Basis of bearing: State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.

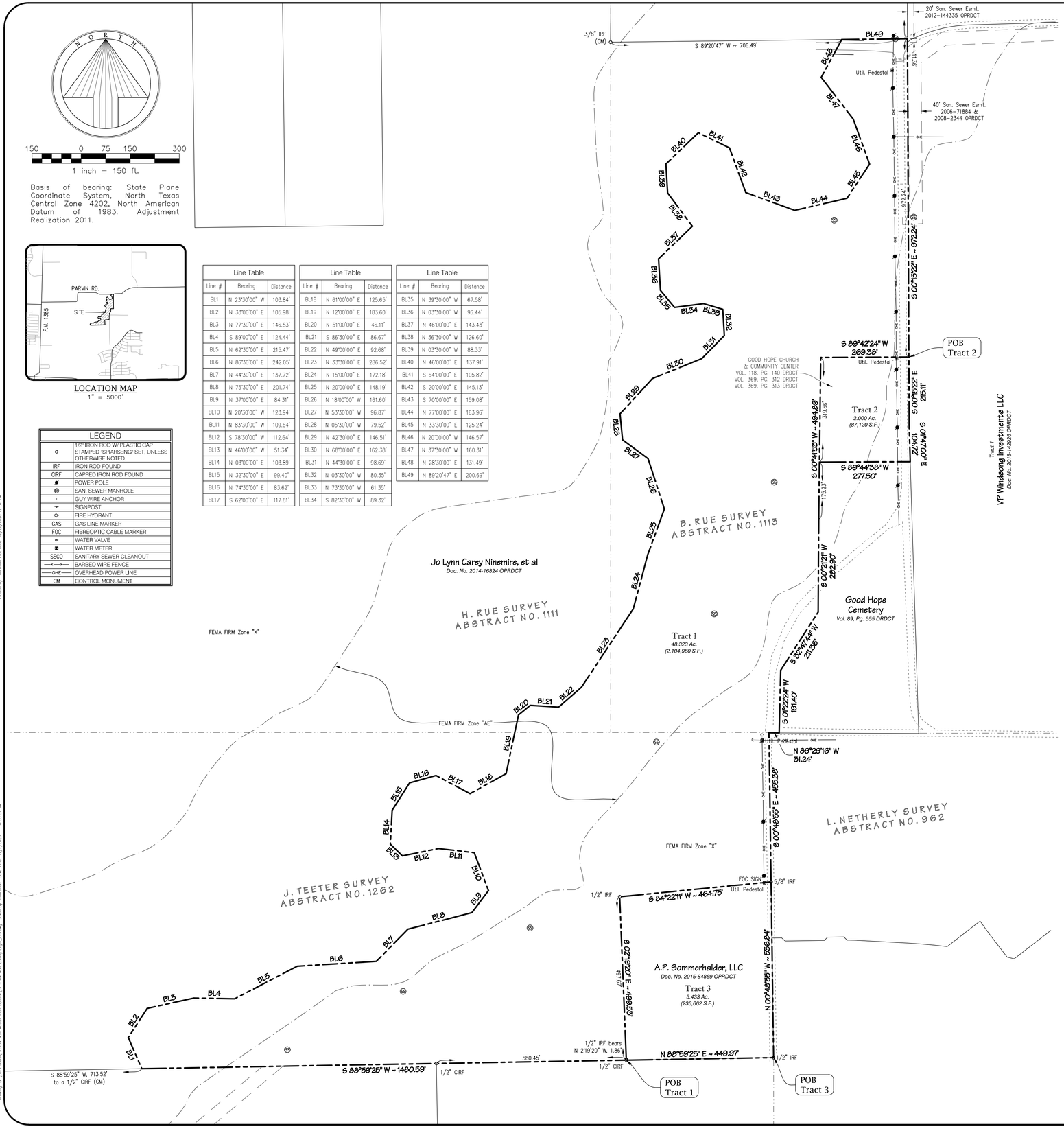
LOCATION MAP
1" = 5000'

LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
■	POWER POLE
ⓢ	SAN. SEWER MANHOLE
‹	GUY WIRE ANCHOR
⊸	SIGNPOST
◇	FIRE HYDRANT
GAS	GAS LINE MARKER
FOC	FIBREOPTIC CABLE MARKER
⋈	WATER VALVE
◙	WATER METER
SSCO	SANITARY SEWER CLEANOUT
—x—x—	BARBED WIRE FENCE
—OHE—	OVERHEAD POWER LINE
CM	CONTROL MONUMENT

Line Table		
Line #	Bearing	Distance
BL1	N 23°30'00" W	103.84'
BL2	N 33°00'00" E	105.98'
BL3	N 77°30'00" E	146.53'
BL4	S 89°00'00" E	124.44'
BL5	N 62°30'00" E	215.47'
BL6	N 86°30'00" E	242.05'
BL7	N 44°30'00" E	137.72'
BL8	N 75°30'00" E	201.74'
BL9	N 37°00'00" E	84.31'
BL10	N 20°30'00" W	123.94'
BL11	N 83°30'00" W	109.64'
BL12	S 78°30'00" W	112.64'
BL13	N 46°00'00" W	51.34'
BL14	N 03°00'00" E	103.89'
BL15	N 32°30'00" E	99.40'
BL16	N 74°30'00" E	83.62'
BL17	S 62°00'00" E	117.81'

Line Table		
Line #	Bearing	Distance
BL18	N 61°00'00" E	125.65'
BL19	N 12°00'00" E	183.60'
BL20	N 51°00'00" E	46.11'
BL21	S 86°30'00" E	86.67'
BL22	N 49°00'00" E	92.68'
BL23	N 33°30'00" E	286.52'
BL24	N 15°00'00" E	172.18'
BL25	N 20°00'00" E	148.19'
BL26	N 18°00'00" W	161.60'
BL27	N 53°30'00" W	96.87'
BL28	N 05°30'00" W	79.52'
BL29	N 42°30'00" E	146.51'
BL30	N 68°00'00" E	162.38'
BL31	N 44°30'00" E	98.69'
BL32	N 03°30'00" W	80.35'
BL33	N 73°30'00" W	61.35'
BL34	S 82°30'00" W	89.32'

Line Table		
Line #	Bearing	Distance
BL35	N 39°30'00" W	67.58'
BL36	N 03°30'00" W	96.44'
BL37	N 46°00'00" E	143.43'
BL38	N 36°30'00" W	126.60'
BL39	N 03°30'00" W	88.33'
BL40	N 46°00'00" E	137.91'
BL41	S 64°00'00" E	105.82'
BL42	S 20°00'00" E	145.13'
BL43	S 70°00'00" E	159.08'
BL44	N 77°00'00" E	163.96'
BL45	N 33°30'00" E	125.24'
BL46	N 20°00'00" W	146.57'
BL47	N 37°30'00" W	160.31'
BL48	N 28°30'00" E	131.49'
BL49	N 89°20'47" E	200.69'



METES AND BOUNDS DESCRIPTION

TRACT 1

BEING a tract of land situated in the J. Teeter Survey, Abstract No. 1262, the H. Rue Survey, Abstract No. 1111, the B. Rue Survey, Abstract No. 1113, Town of Prosper, Denton County, Texas, being part of a tract conveyed to Jo Lynn Carey Ninemire, et al, (and herein referred to as the "Carey Tract") by deed recorded in Document No. 2014-16824 of the Official Public Records, Denton County, Texas (OPRDCT), and being all of those tracts conveyed to Good Hope Church and Community Center, recorded in Volume 118, Page 140, Volume 369, Page 312, and Volume 369, Page 313, Deed Records, Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the southwest corner of a tract conveyed to A.P. Sommerhalder, LLC, recorded in Document No. 2015-84869 OPRDCT, and being on a northerly line of a tract conveyed to VP Windsong Operations LLC, recorded in Document No. 2018-84666 OPRDCT, and from which a 1/2" iron rod found bears N 02°19'20" W, 1.86 feet;

THENCE S 88°59'25" W, along the north line of said VP Windsong Operations tract, passing at 580.45 feet a 1/2" iron rod with plastic cap found for the northeast corner of Tract 2 conveyed to VP Windsong Investments LLC, recorded in Document No. 2018-142926 OPRDCT, and continuing along the north line thereof a total distance of 1480.59 feet to a point being intersection of said north line with Doe Branch, and from which a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for an inset corner of said VP Windsong Investments bears S 88°59'25" W, 713.52 feet;

THENCE along Doe Branch, the following:

N 23°30'00" W, 103.84 feet;	N 33°00'00" E, 105.98 feet;	N 77°30'00" E, 146.53 feet;	S 89°00'00" E, 124.44 feet;
N 62°30'00" E, 215.47 feet;	N 86°30'00" E, 242.05 feet;	N 44°30'00" E, 137.72 feet;	N 75°30'00" E, 201.74 feet;
N 37°00'00" E, 84.31 feet;	N 20°30'00" W, 123.94 feet;	N 83°30'00" W, 109.64 feet;	S 78°30'00" W, 112.64 feet;
N 46°00'00" W, 51.34 feet;	N 03°00'00" E, 103.89 feet;	N 32°30'00" E, 99.40 feet;	N 74°30'00" E, 83.62 feet;
S 62°00'00" E, 117.81 feet;	N 61°00'00" E, 125.65 feet;	N 12°00'00" E, 183.60 feet;	N 51°00'00" E, 46.11 feet;
S 86°30'00" E, 86.67 feet;	N 49°00'00" E, 92.68 feet;	N 33°30'00" E, 286.52 feet;	N 15°00'00" E, 172.18 feet;
N 20°00'00" E, 148.19 feet;	N 18°00'00" W, 161.60 feet;	N 53°30'00" W, 96.87 feet;	N 05°30'00" W, 79.52 feet;
N 42°30'00" E, 146.51 feet;	N 68°00'00" E, 162.38 feet;	N 44°30'00" E, 98.69 feet;	N 03°30'00" W, 80.35 feet;
N 73°30'00" W, 61.35 feet;	S 82°30'00" W, 89.32 feet;	N 39°30'00" W, 67.58 feet;	N 03°30'00" W, 96.44 feet;
N 46°00'00" E, 143.43 feet;	N 36°30'00" W, 126.60 feet;	N 03°30'00" W, 88.33 feet;	N 46°00'00" E, 137.91 feet;
S 64°00'00" E, 105.82 feet;	S 20°00'00" E, 145.13 feet;	S 70°00'00" E, 159.08 feet;	N 77°00'00" E, 163.96 feet;
N 33°30'00" E, 125.24 feet;	N 20°00'00" W, 146.57 feet;	N 37°30'00" W, 160.31 feet;	

And N 28°30'00" E, 131.49 feet to the intersection of Doe Branch with Parvin Road, a public road, and being the most easterly north line of said Carey tract, and being the south line of a tract conveyed to Brice Jackson, et al, recorded in Volume 4910, Page 2975 DRDCT, from which a 3/8" iron rod found for the southwest corner thereof, being an inset corner of said Carey tract, bears S 89°20'47" W, 706.49 feet;

THENCE N 89°20'47" E, 200.69 feet along said road to a point in the intersection of Parvin Road and Good Hope Road, a public road, for the southeast corner of said Jackson tract, and being on the west line of a tract conveyed to Smiley Road, Ltd., recorded in Document No. 2017-120458 OPRDCT;

THENCE S 00°15'22" E, along the Good Hope Road, and along the west line of said Smiley Road tract, passing at 11.36 feet the southwest corner thereof, and being the northwest corner Tract 1 conveyed to VP Windsong Investments LLC, recorded in Document No. 2018-142926 OPRDCT, and continuing along a west line thereof, continuing a total distance of 972.24 feet to the northeast corner of the Good Hope Church and Community Center, described in Volume 118, Page 140, Volume 369, Page 312, and Volume 369, Page 313 DRDCT;

THENCE S 89°42'24" W, 269.38 feet continuing along the common line thereof;

THENCE S 00°41'53" W, 494.89 feet continuing along the common line thereof to the northwest corner of the Good Hope Cemetery, described in Volume 89, Page 555 DRDCT;

THENCE along the common line thereof, the following:

S 00°21'21" W, 282.90 feet; S 32°47'44" W, 211.36 feet;

And S 01°22'24" W, 191.40 feet to a point in Prosper Road, a public road, for a northwesterly corner of said VP Windsong Operations tract;

THENCE N 89°29'16" W, 31.24 feet along the common line thereof to a point being the intersection of Prosper Road and Good Hope Road;

THENCE S 00°48'55" E, 455.38 feet along said road and along the west line of said VP Windsong Operations tract to a 5/8" iron rod found for the northeast corner of said Sommerhalder tract;

THENCE S 84°22'11" W, 464.75 feet along the north line thereof to a 1/2" iron rod found;

THENCE S 02°19'20" E, along the west line thereof, passing at 497.67 feet said 1/2" iron rod found, continuing a total distance of 499.53 feet to the POINT OF BEGINNING with the subject tract containing 2,104,960 square feet or 48.323 acres of land.

TRACT 2

BEING a tract of land situated in the B. Rue Survey, Abstract No. 1113, Town of Prosper, Denton County, Texas, and being all of those tracts conveyed to Good Hope Church and Community Center, recorded in Volume 118, Page 140, Volume 369, Page 312, and Volume 369, Page 313, Deed Records, Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a point in Good Hope Road, being on the west line of Tract 1 conveyed to VP Windsong Investments LLC, recorded in Document No. 2018-142926 Official Public Records, Denton County, Texas (OPRDCT), being a southeasterly corner of a tract conveyed to Jo Lynn Carey Ninemire, et al, (and herein referred to as the "Carey Tract") by deed recorded in Document No. 2014-16824 OPRDCT, and from which a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the northwest corner of a tract conveyed to Smiley Road, Ltd., recorded in Document No. 2017-120458 OPRDCT, bears N 00°15'22" W, 1511.68 feet;

THENCE S 00°15'22" E, 215.11 feet along said road to a point for corner;

THENCE S 01°47'00" E, 104.72 feet continuing along said road to a point for the northeast corner of the Good Hope Cemetery, described in Volume 89, Page 555 DRDCT;

THENCE S 89°44'38" W, 277.50 feet along the common line thereof to an easterly line of said Carey tract;

THENCE N 00°41'53" E, 319.66 feet along the common line thereof;

THENCE N 89°42'24" E, 269.38 feet along the common line thereof to the POINT OF BEGINNING with the subject tract containing 87,120 square feet, or 2.000 acres of land.

TRACT 3

BEING a tract of land situated in the J. Teeter Survey, Abstract No. 1262, Town of Prosper, Denton County, Texas, being all of a tract conveyed to A.P. Sommerhalder, LLC, by deed recorded in Document No. 2015-84869 of the Official Public Records, Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in Good Hope Road, a public road, for a southwesterly corner of Tract 1 conveyed to VP Windsong Investments, LLC, recorded in Document No. 2018-142926 OPRDCT, and being a northerly corner of a tract conveyed to VP Windsong Operations, recorded in Document No. 2018-84666 OPRDCT;

THENCE S 88°59'25" W, 449.97 feet along the northerly line of said VP Windsong Operations tract to a point for a southeasterly corner of a tract conveyed to Jo Lynn Carey Ninemire, et al, recorded in Document No. 2014-16824 OPRDCT, and from which a 1/2" iron rod with plastic cap found for the northeast corner of Tract 1 conveyed to VP Windsong Investments, LLC, recorded in Document No. 2018-142926 OPRDCT, bears S 88°59'25" W, 580.45 feet;

THENCE N 02°19'20" W, along the common line of said Ninemire tract, passing at 1.86 feet a 1/2" iron rod found, continuing a total distance of 499.53 feet to a 1/2" iron rod found;

THENCE N 84°22'11" E, 464.75 feet continuing along the common line of said Ninemire tract to a 5/8" iron rod found in Good Hope Road and on a westerly line of said Tract 1;

THENCE S 00°48'55" E, 536.84 feet along Good Hope Road and the westerly line of said Tract 1 to the POINT OF BEGINNING with the subject tract containing 236,662 square feet or 5.433 acres of land.

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

EXHIBITS A & B

TOWN OF PROSPER
DENTON COUNTY, TEXAS

VP WINDSONG OPERATIONS, LLC

Date	
Revisions	

Scale: 1" = 150'
Drawn By: RWH
Checked By: DKB
Sheet 1
SEI No.

Plotted by: rhartman Plot Date: 12/22/2020 12:37 PM
Drawing: G:\2019 JOBS\19-164 WCR Master Plan Update\19 -164 WCR Zoning Legal_EX5.dwg Saved By: Rhartman Save Time: 12/2/2020 10:53:31 AM

PLANNING

TOWN OF PROSPER

Prosper is a place where everyone matters.

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 – March 9, 2021**

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, including Denton ISD Middle School, No. 9 and Oncor Electric Substation.

Description of Agenda Item:

Attached are the Site Plans that were acted on by the Planning & Zoning Commission at their March 2, 2021, meeting. 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.

Items for consideration include the following:

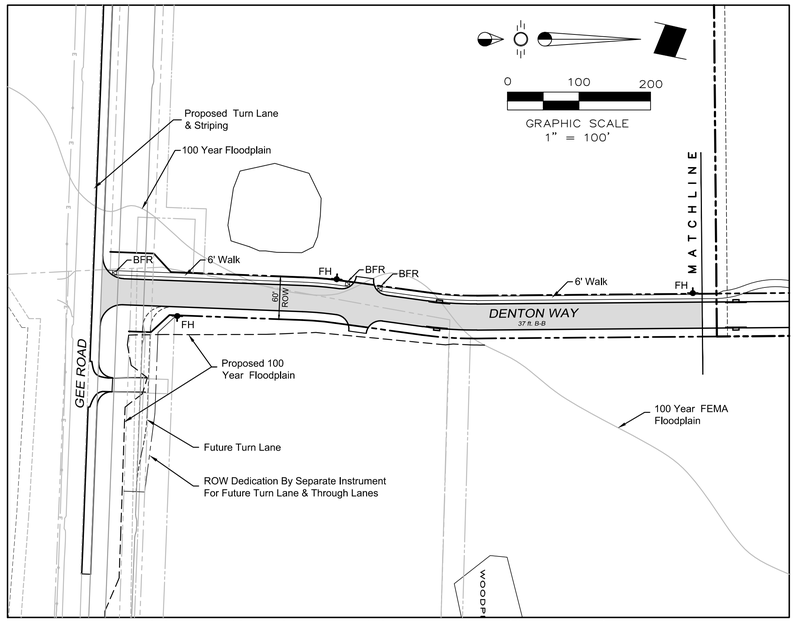
- Site Plan for Denton ISD Middle School, No. 9
- Site Plan for Oncor Electric Substation

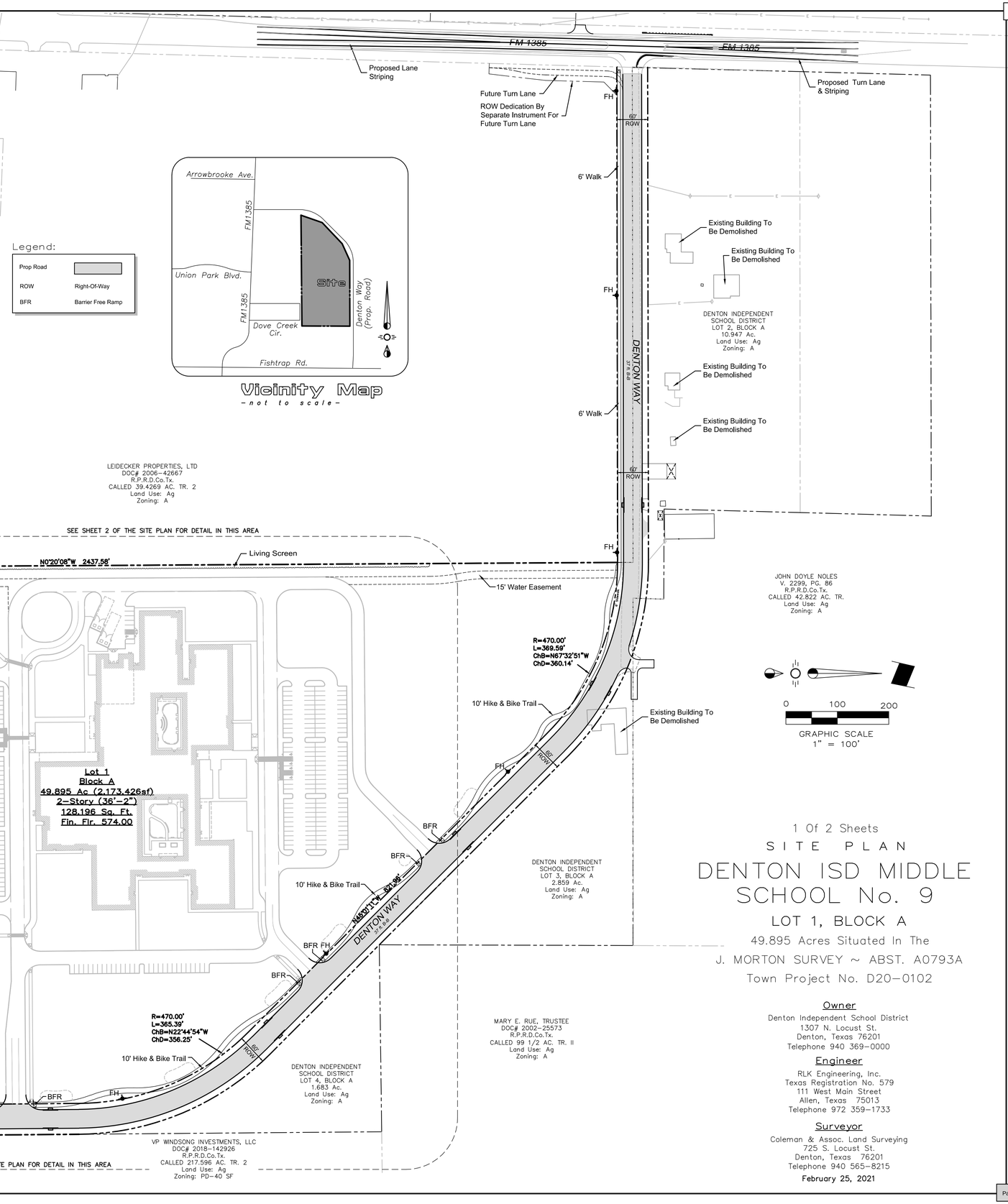
Attached Documents:

1. Site Plan for Denton ISD Middle School, No. 9
2. Site Plan for Oncor Electric Substation
3. Oncor Electric Substation *(Informational Exhibits)*

Town Staff Recommendation:

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





Site Data Summary:

Zoning	A – Agriculture
Current Use	Agriculture / Undeveloped
Proposed Use	Middle School
Lot Area	49.895 Ac (2,173,426 sf)
Main Building Data	
–Peak Height	36'–2" (2 Story)
–Total Square Footage	178,917 s.f.
Storage Building Data	
–Peak Height	17'–4" (2 Story)
–Total Square Footage	500 s.f.
Lot Coverage Area	5.9% (128,196 s.f.)
Floor Area Ratio	12.1:1
Parking Required	
–Classroom (1.5/per room: 55)	83
–Gym (1/per 4 seats: 976)	244
Parking Provided	248
Interior Landscape Required	3,750 s.f.
Interior Landscape Provided	5,605 s.f.
Impervious Area	408,077 s.f. (18.78%)
Open Space Lot Area	1,207,468 s.f.
Open Space Required	84,523 s.f. (7%)
Open Space Provided	698,035 s.f. (57.8%)

Handicap parking is provided in accordance with ADA standards.

NOTE:
No 100–year floodplain exists on the site.

According to Flood Insurance Rate Map (FIRM) Map No. 48121C0410G, dated April 18th, 2011, prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, No 100–Year Floodplain Exists On The Site.

1 Of 2 Sheets

SITE PLAN

DENTON ISD MIDDLE SCHOOL No. 9

LOT 1, BLOCK A

49.895 Acres Situated In The

J. MORTON SURVEY ~ ABST. A0793A

Town Project No. D20–0102

Owner

Denton Independent School District
1307 N. Locust St.
Denton, Texas 76201
Telephone 940 369–0000

Engineer

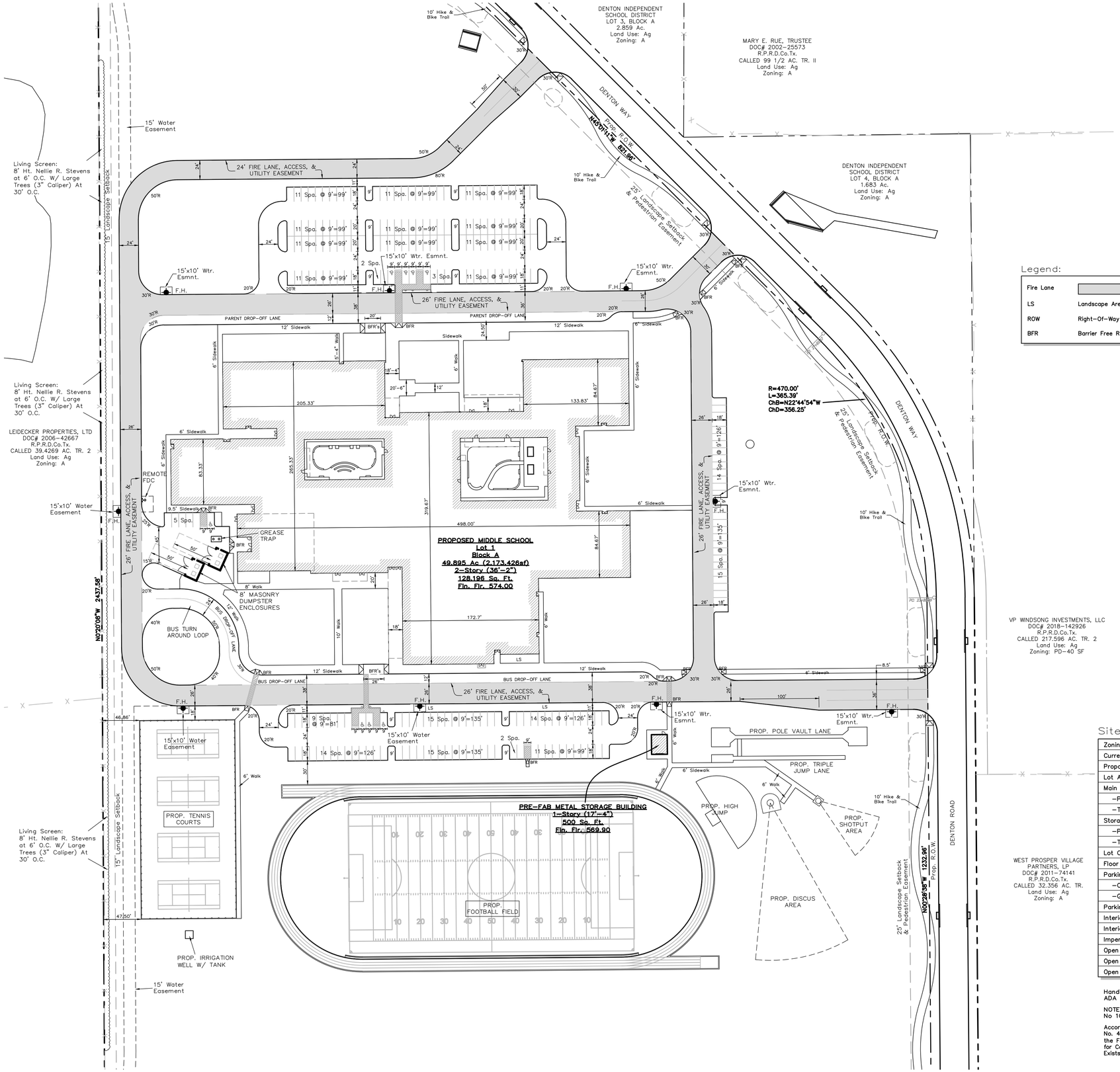
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359–1733

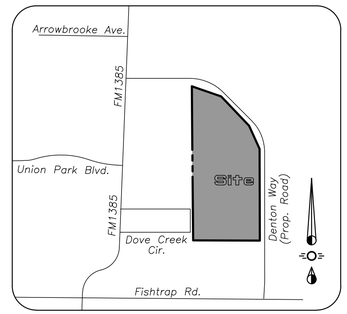
Surveyor

Coleman & Assoc. Land Surveying
725 S. Locust St.
Denton, Texas 76201
Telephone 940 565–8215

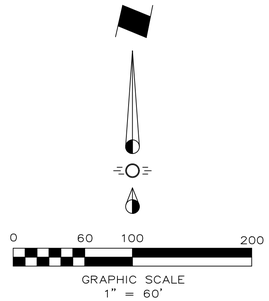
February 25, 2021

RLK #20032





Vicinity Map
- not to scale -



Legend:

Fire Lane	
LS	Landscape Area
ROW	Right-Of-Way
BFR	Barrier Free Ramp

NOTE:
Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.

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2) Open storage, where permitted, shall be screened per the Zoning Ordinance.
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8) Fire lanes shall be designed and constructed per Town Standards or as directed by the Fire Department.
9) Two points of access shall be maintained for the property at all times.
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11) Fire lanes shall be provided within 150 feet of all exterior walls of any building for hose lay requirements. Amendment 503.1.1
12) The fire lane shall be a minimum of 24 feet wide. Amendment 503.2.1
13) 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
14) The inside turning radius of the 24-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
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16) Dead-end fire lanes are only permitted with approved hammerheads.
17) Fire hydrants shall be provided at the entrances and intersections. Amendment 507.5.1
18) 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
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23) 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
24) 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
25) 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.
26) All signage is subject to Building Official approval.
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32) All new electrical lines shall be installed and/or relocated underground.
33) All mechanical equipment shall be screened from public view per the Zoning Ordinance.
34) All landscape easements must be exclusive of any other type of easement.
35) 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.
36) 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 Summary:

Zoning	A - Agriculture	
Current Use	Agriculture / Undeveloped	
Proposed Use	Middle School	
Lot Area	49.895 Ac (2,173,426 sf)	
Main Building Data		
-Peak Height	36'-2" (2 Story)	
-Total Square Footage	178,917 s.f.	
Storage Building Data		
-Peak Height	17'-4" (2 Story)	
-Total Square Footage	500 s.f.	
Lot Coverage Area	5.9% (128,196 s.f.)	
Floor Area Ratio	12.1:1	
Parking Required		
-Classroom (1.5/per room: 55)		83
-Gym (1/per 4 seats: 976)		244
Parking Provided		248
Interior Landscape Required	3,750 s.f.	
Interior Landscape Provided	5,605 s.f.	
Impervious Area	408,077 s.f. (18.78%)	
Open Space Lot Area	1,207,468 s.f.	
Open Space Required	84,523 s.f. (7%)	
Open Space Provided	698,035 s.f. (57.8%)	

Handicap parking is provided in accordance with ADA standards.

NOTE:
No 100-year floodplain exists on the site.

According to Flood Insurance Rate Map (FIRM) Map No. 48121C0410G, dated April 18th, 2011, prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, No 100-Year Floodplain Exists On The Site.

2 Of 2 Sheets

SITE PLAN

DENTON ISD MIDDLE SCHOOL No. 9

LOT 1, BLOCK A

49.895 Acres Situated In The

J. MORTON SURVEY ~ ABST. A0793A

Town Project No. D20-0102

Owner

Denton Independent School District
1307 N. Locust St.
Denton, Texas 76201
Telephone 940 369-0000

Engineer

RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Surveyor

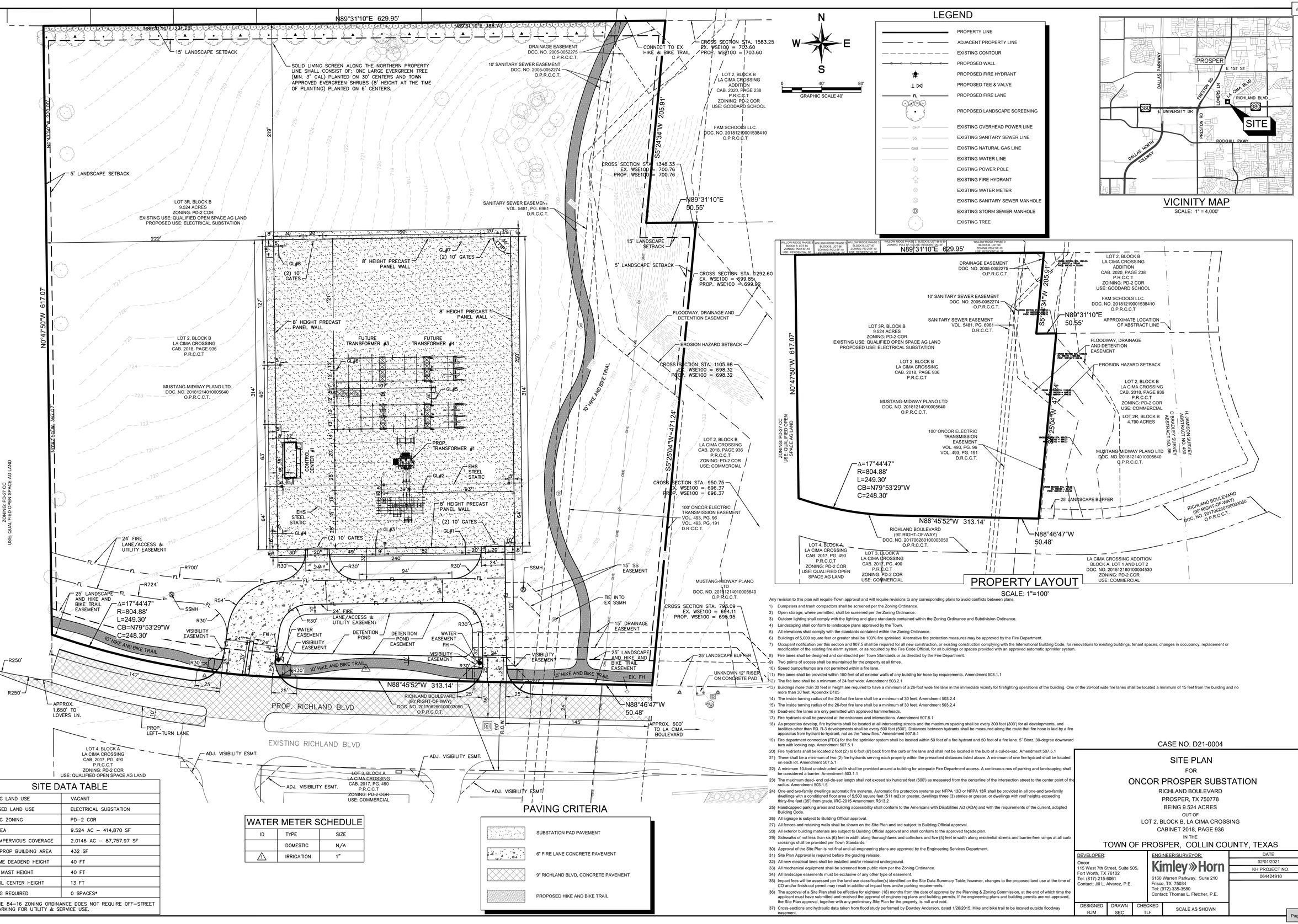
Coleman & Assoc. Land Surveying
725 S. Locust St.
Denton, Texas 76201
Telephone 940 565-8215

February 25, 2021

LK #20032

This document, together with the concepts and designs presented herein, as an instrument of service is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PLOTTED BY AYERS, ROB 2/16/2021 11:32 AM
DWG NAME K:\FRI_CIVIL\FRISCO SINGLE FAMILY PURSUITS_203\20203114 - ONCOR - PROSPER SUBC\CAD\PLANSHEETS\C-SITE PLAN.DWG [C-05 PROPOSED SITE PLAN]
LAST SAVED 2/16/2021 11:31 AM



VICINITY MAP
SCALE: 1" = 4,000'

PROPERTY LAYOUT
SCALE: 1"=100'

SITE DATA TABLE

EXISTING LAND USE	VACANT
PROPOSED LAND USE	ELECTRICAL SUBSTATION
EXISTING ZONING	PD-2 COR
LOT AREA	9.524 AC – 414,870 SF
PROP IMPERVIOUS COVERAGE	2.0146 AC – 87,757.97 SF
TOTAL PROP BUILDING AREA	432 SF
A-FRAME DEADEND HEIGHT	40 FT
STATIC MAST HEIGHT	40 FT
CONTROL CENTER HEIGHT	13 FT
PARKING REQUIRED	0 SPACES*

* THE 84-16 ZONING ORDINANCE DOES NOT REQUIRE OFF-STREET PARKING FOR UTILITY & SERVICE USE.

WATER METER SCHEDULE

ID	TYPE	SIZE
	DOMESTIC	N/A
1	IRRIGATION	1"

PAVING CRITERIA

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37) Cross-sections and hydraulic data taken from flood study performed by Dowdey Anderson, dated 1/26/2015. Hike and bike trail to be located outside floodway easement.

CASE NO. D21-0004

SITE PLAN
FOR
ONCOR PROSPER SUBSTATION
RICHLAND BOULEVARD
PROSPER, TX 750778
BEING 9.524 ACRES
OUT OF
LOT 2, BLOCK B, LA CIMA CROSSING
CABINET 2018, PAGE 936
IN THE
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

DEVELOPER:
Oncor
115 West 7th Street, Suite 505,
Fort Worth, TX 76102
Tel: (817) 215-6061
Contact: Jill L. Alvarez, P.E.

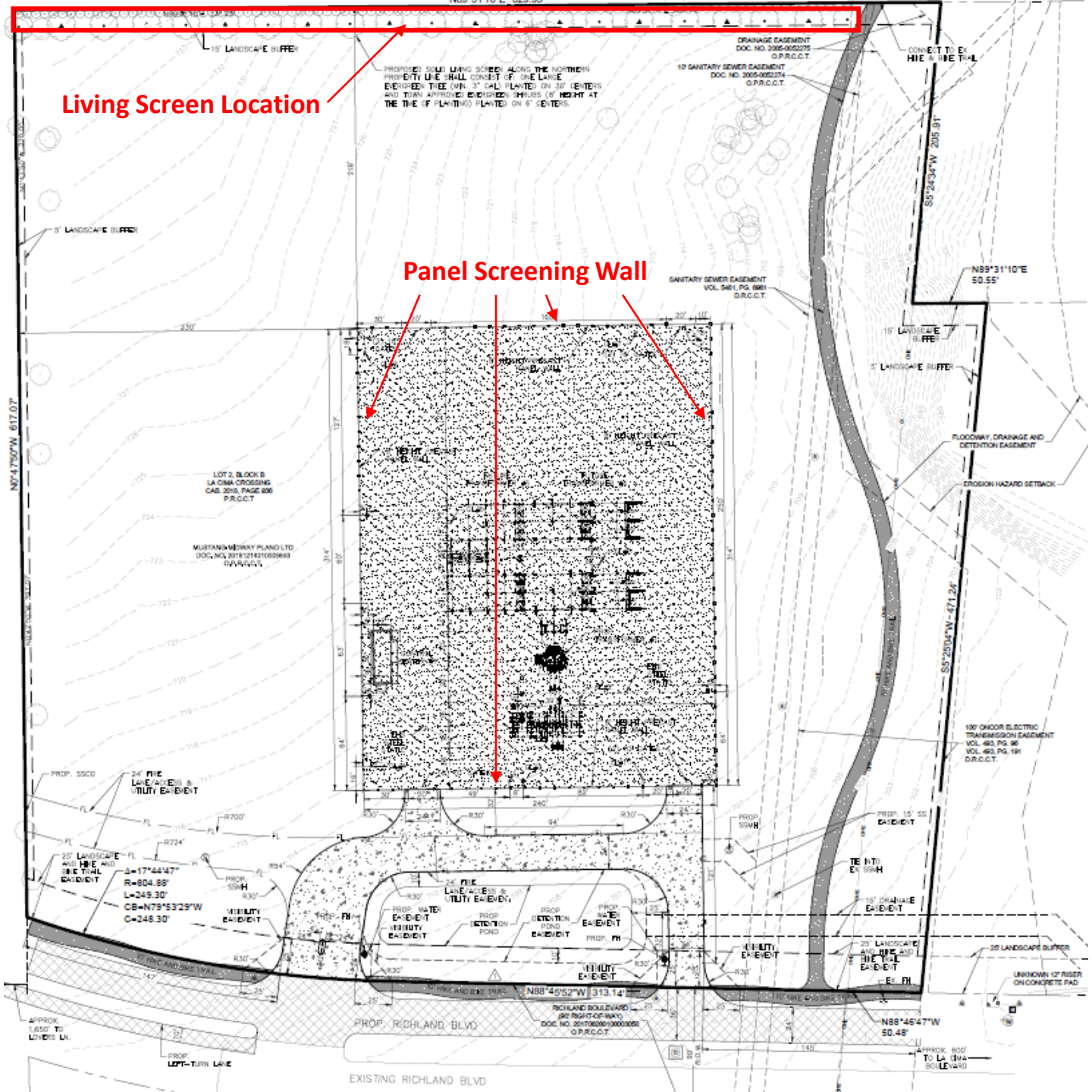
ENGINEER/SURVEYOR:
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, TX 75034
Tel: (972) 335-3580
Contact: Thomas L. Fletcher, P.E.

DESIGNED	DRAWN	CHECKED	SCALE AS SHOWN
RJM	SEC	TLF	

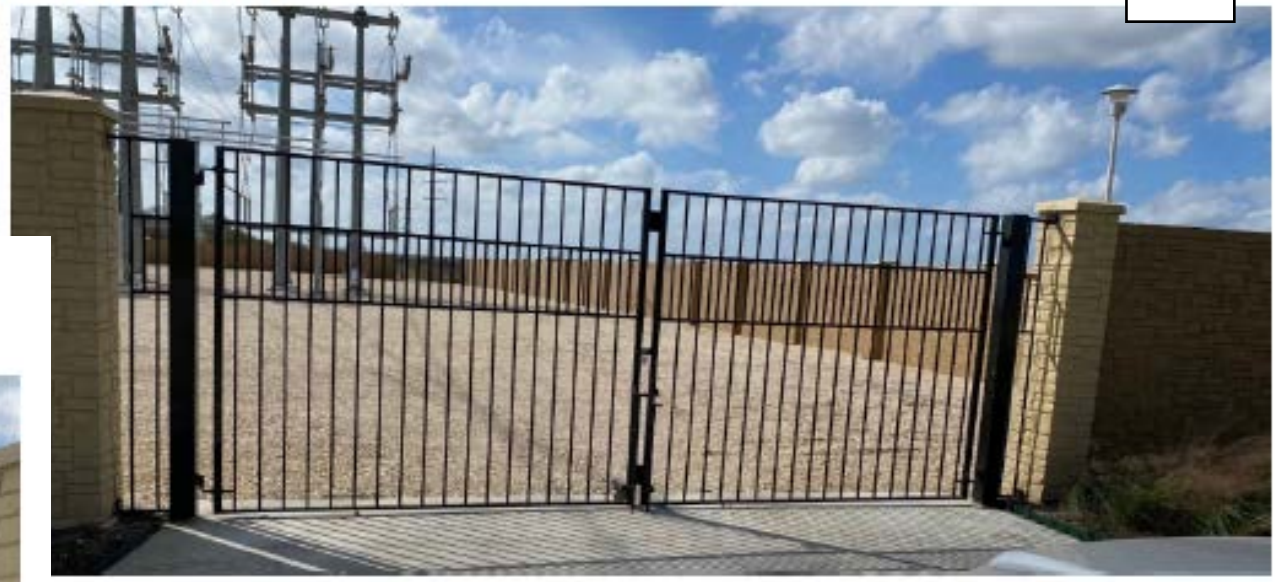
DATE
02/01/2021
KH PROJECT NO.
064424910

Living Screen
- 1 large evergreen tree, 3” caliper, 30’ on center
- 1 evergreen shrub, 45 gal., min. 8’ in height, 6’ on center

Concrete Panel Screening Wall
- Min. 8’ in height on all four sides of the actual substation



Proposed Security Gates.

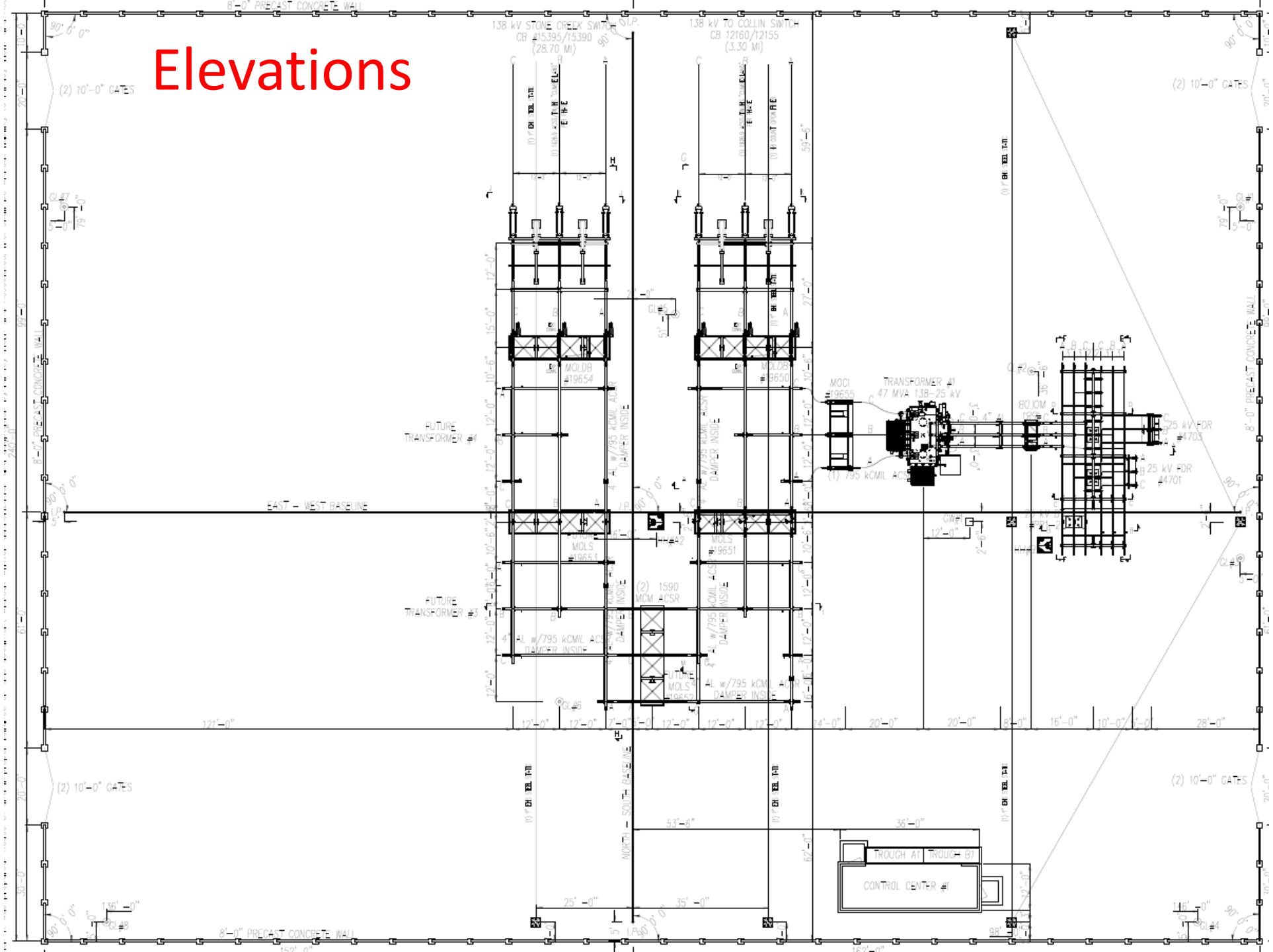


Proposed Oncor Substation Screening

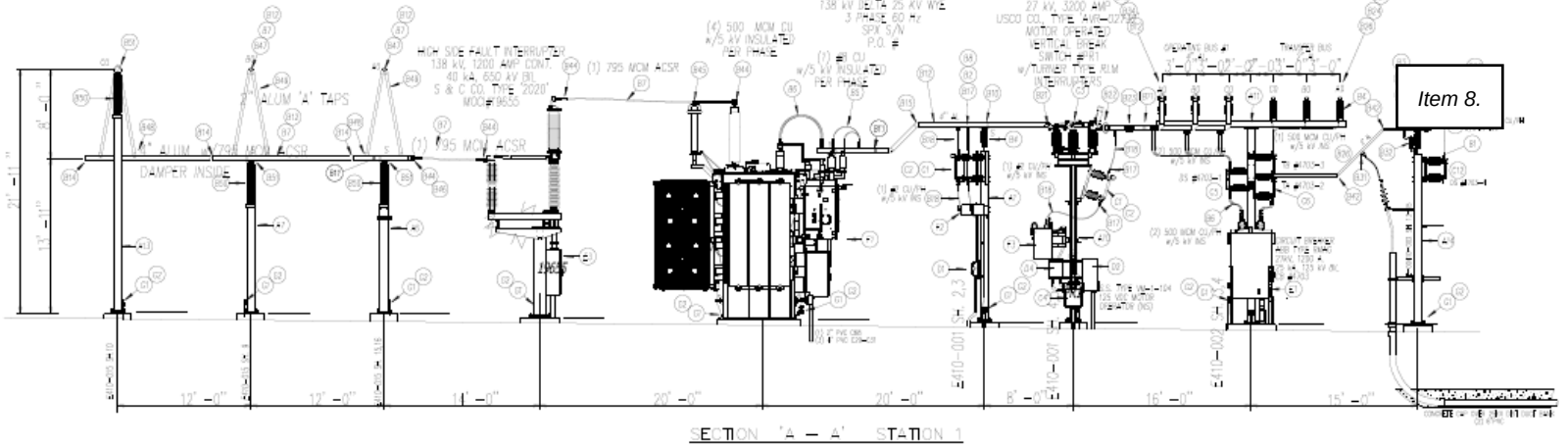
Eight (8) foot tall concrete panel screening wall.

Elevations

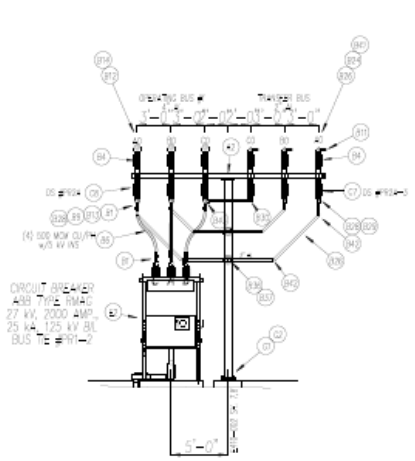
North



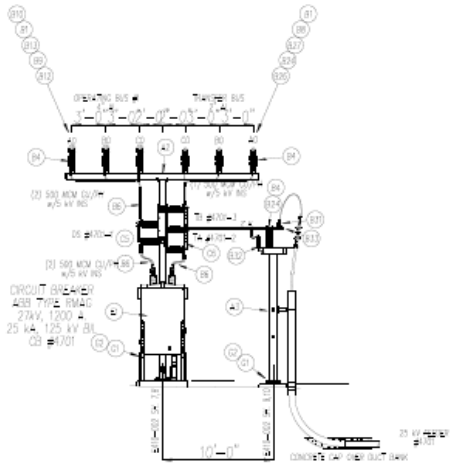
Elevations



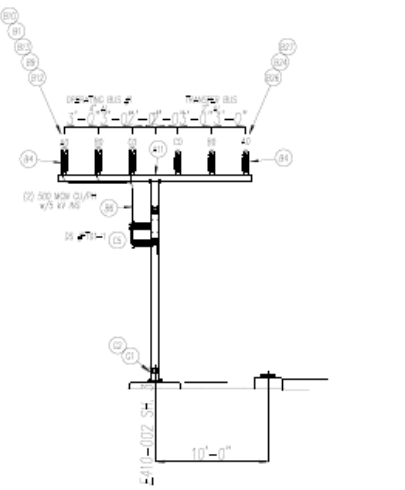
SECTION 'A – A' STATION 1



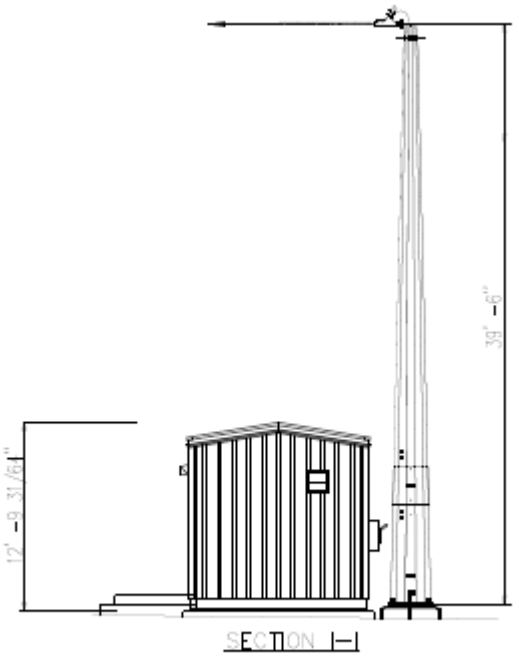
SECTION 'B– B' BUS TIE #PR1–2



SECTION 'C – C' FEEDER # 4701

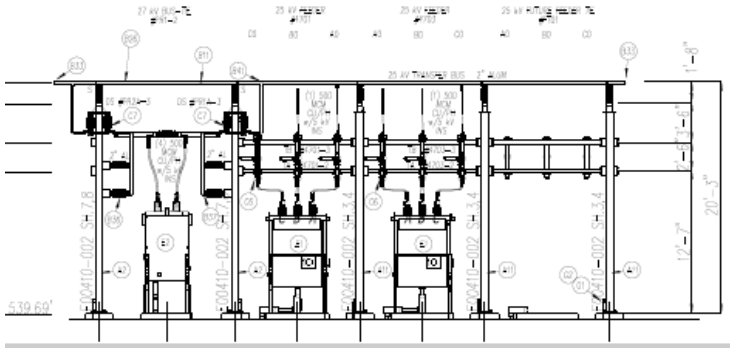


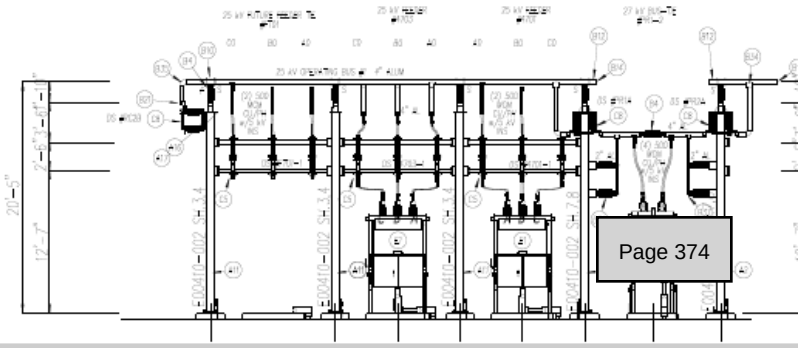
SECTION 'D – D' FUTURE FEEDER TIE #FT–01

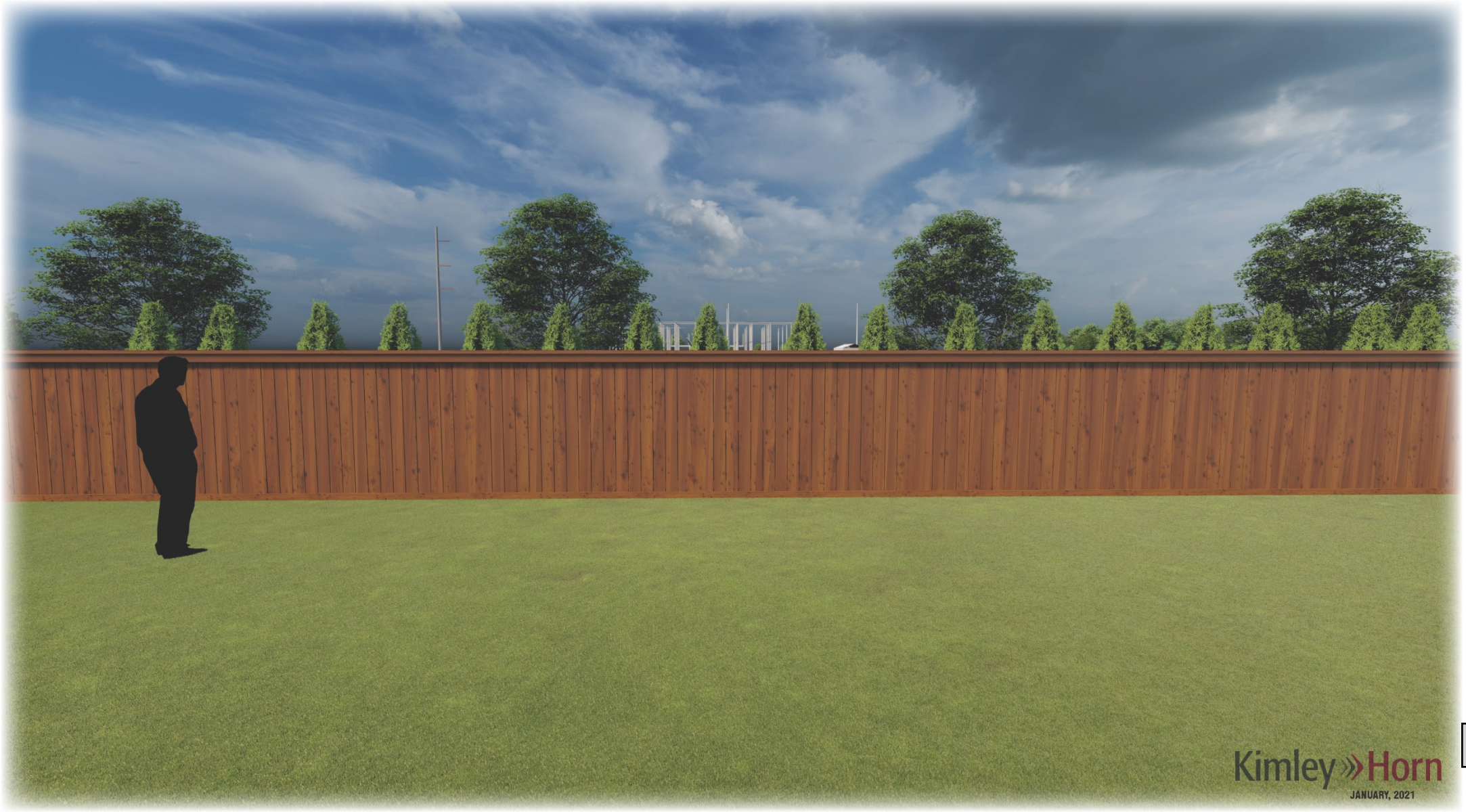


SECTION I–I

39’-6”






Kimley»Horn
JANUARY, 2021

PLANNING

TOWN OF PROSPER

Prosper is a place where everyone matters.

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

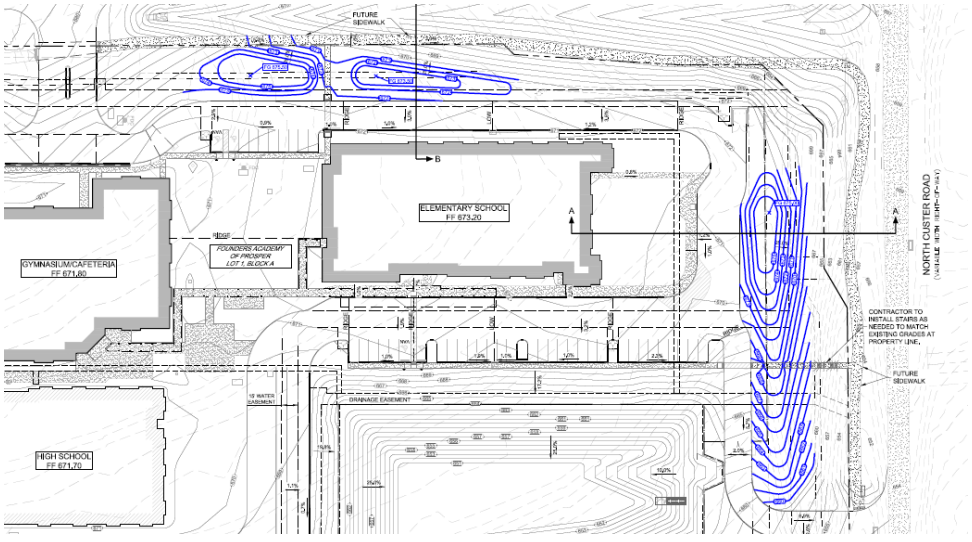
Re: **Town Council Meeting – March 9, 2021**

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.

History:

At the January 12, 2021, February 9, 2021, and February 23, 2021, Town Council meetings, this item was tabled to allow the applicant additional time to consider revisions that would allow for enhancements to the north side building elevation, landscaping berming along First Street and Custer Road, and the future use of temporary/modular buildings. Since the last meeting the applicant has incorporated berms into the proposed development as shown on Attachment 7 (Proposed Berming Exhibit). The berms located along Custer Road are an average of approximately ten feet (10') in height from the property line, and the berms located along First Street range in height from approximately 2.5-feet to 4.5-feet, as shown below in blue.



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)

Attached Documents:

1. Draft Revised Development Agreement
2. Exhibit A – Property Description
3. Exhibit B – Façade Elevations
4. Exhibit C – Field Lighting Photometric Plan
5. Approved Site Plan
6. Building Material Board
7. Proposed Berming Exhibits

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, subject to the following:

1. Incorporation of the requirement for berms into the Development Agreement consistent with the proposed berming exhibits.

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, subject to the following:

1. Incorporation of the requirement for berms into the Development Agreement consistent with the proposed berming exhibits.

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

THIS DEVELOPMENT/INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND FOUNDERS CLASSICAL ACADEMY OF PROSPER ("Agreement"), is made and entered into this ___ day of December, 2020, 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."

W I T N E S S E T H:

WHEREAS, this Agreement is entered into pursuant to the home-rule authority of the Town, pursuant to Article XI of the Texas Constitution, and to applicable provisions of the Texas Education Code for Developer, and to the extent applicable, Chapter 791 of the Texas Government Code; and

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 agrees to 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 new 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 agrees and acknowledges that no building it plans to initially construct on the Property shall be a commercial or residential

structure, and therefore 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. **Portable/Temporary Buildings**. No portable or temporary buildings are contemplated on the Property as of the date of execution of this Agreement. In the event a portable or temporary building is requested, Developer shall submit a permit and all documentation required by the Town's zoning regulations, as same may be amended from time to time, for such building(s).

4. **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.

5. **Exactions/Infrastructure Costs**. Both the Town and Developer have been represented by legal counsel in the negotiation of this Agreement and been advised or each has had the opportunity to have legal counsel review this Agreement and advise them, regarding Developer's and the Town's rights under Texas and federal law. Developer and the Town hereby waive any requirement that the other retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code and any exemptions from impact fees under current or future law; however, notwithstanding the foregoing and to the extent permitted by law, 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.

6. **Notification of Sale or Transfer; Assignment of Agreement**. 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 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.

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

(a) to seek specific enforcement of this Agreement; and/or

(b) declare a default of this Agreement and pursue any remedy authorized by law; and/or

(c) in the case of the Town, not issue a building permit for any new structure or phase contemplated by this Agreement until such default is cured by Developer.

8. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement or exempted under applicable law (now or hereafter enacted), nothing herein shall relieve Developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

9. **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.

10. **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 1301 Waters Ridge Drive, Lewisville, Texas 75057 Attn: Robert Davison, Chief Operating Officer
With a copy to:	Schulman, Lopez, Hoffer & Adelstein, LLP 845 Proton Road San Antonio, Texas 78258 Attn: Jason Adelstein

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

12. **Sovereign Immunity**. The parties agree that neither Developer nor the Town has otherwise waived its sovereign or governmental immunity by entering into and performing its obligations under this Agreement excepting only for purposes of Local Government Code Chapter 271.

13. **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 Developer; 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.

14. **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.

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

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

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

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

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

20. **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.

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. **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.

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 January, 2021, 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: _____
Robert Davison, Chief Operating Officer

Approved as to Form:

_____
Lindsey Gordon, General Counsel

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 Robert Davison, the Chief Operating Officer 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 January, 2021.

_____
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
(Final Plat)

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 TOT AL 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 LANO 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 ANO 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 "PELOTON", 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 1ST 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 "PELOTON", 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, ANO 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:

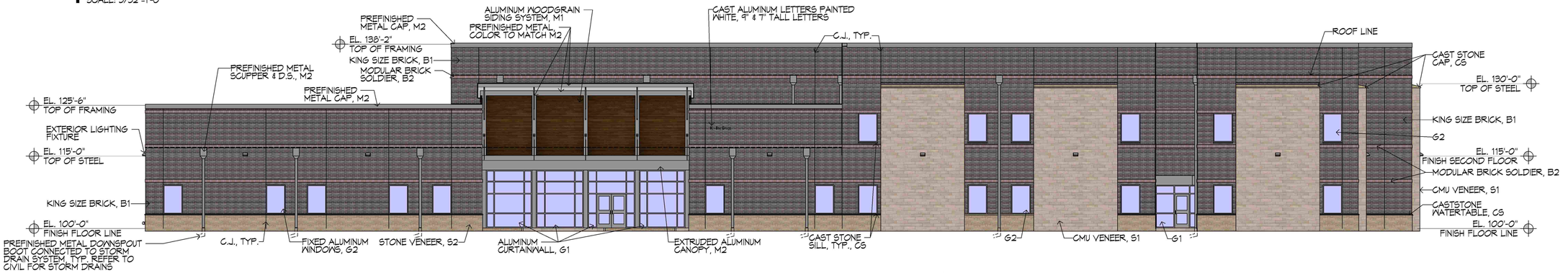
THENCE WITH THE SOUTH AND WEST LINES OF SAID STATE OF TEXAS TRACT THE FOLLOWING COURSES AND DISTANCES:

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

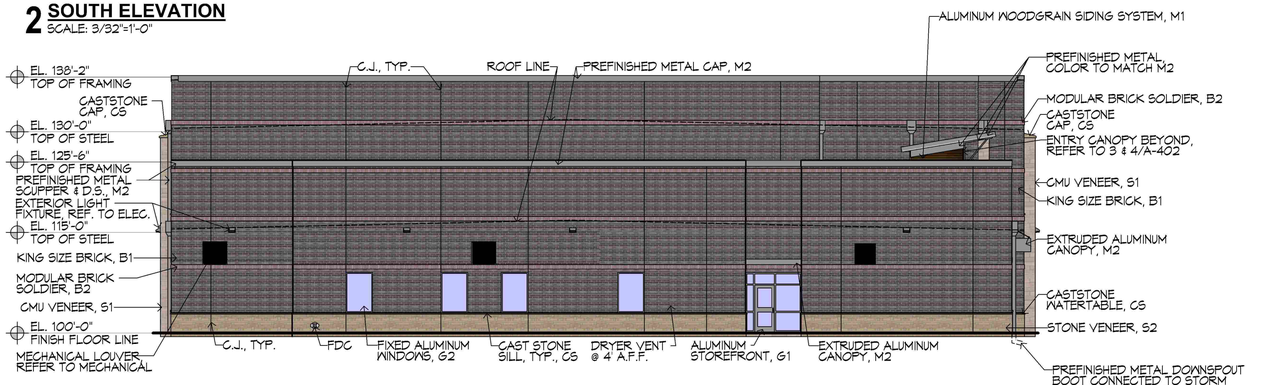
S 45" 13'55"E, 56.57 FEET, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "TX DOT", FOUND;
S 86" 25'04"E, 150.33 FEET, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "TX DOT", FOUND;
N 89" 46'05"E, 74.46 FEET, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "TX DOT", FOUND:
S 45" 19'19"E, 77.90 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 518 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 ANO SAID EAST LINE, TO THE POINT OF BEGINNING AND CONTAINING 958,347 SQUARE FEET OR 22.001 ACRES OF LAND MORE OR LESS.

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"

PRINT DATE 6/22/2020

MATERIAL SQUARE FEET

NORTH ELEVATION:		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%	3013.30 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.
SOUTH ELEVATION:		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.
WEST ELEVATION:		4980 sq.ft.
GLAZING		140.32 sq.ft.
NET SURFACE AREA:		4839.68 sq.ft.
WESTCHESTER BRICK	74%	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.
EAST ELEVATION:		4980 sq.ft.
GLAZING		136.54 sq.ft.
NET SURFACE AREA:		4843.46 sq.ft.
WESTCHESEYER 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, ROBURY, ACME, SOLDIER COURSE
- S1: CUSTOM CONCRETE MASONRY UNITS NOMINAL, POLISHED SERIES 100F 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

© WRIGHT GROUP Architects-Planners, PLLC, 2020

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 Rd
Prosper, TX

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

ELEMENTARY

SHEET NO.
A-406

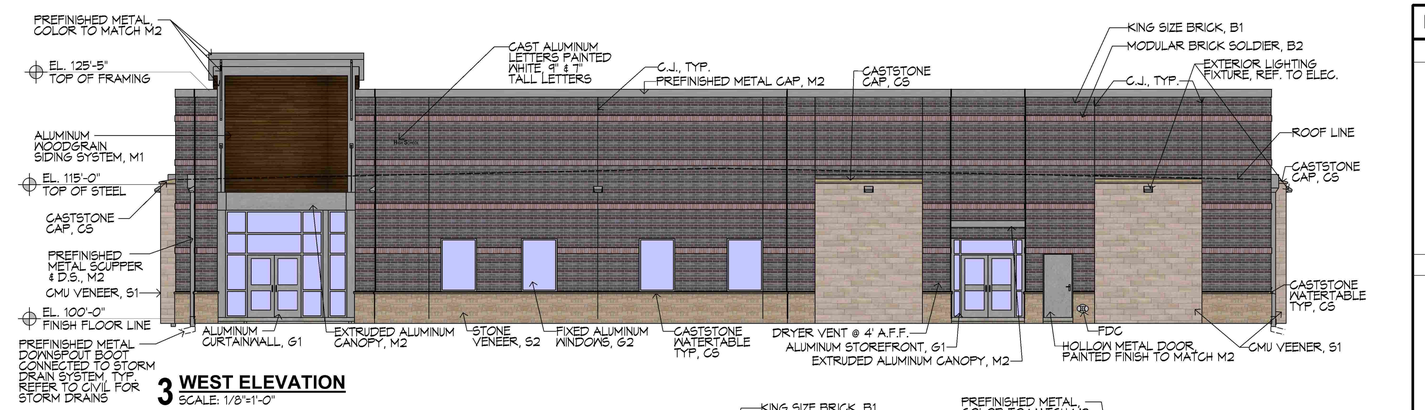
H/W = 24" / 36"

Allplan 2020

EXHIBIT B

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"

PRINT DATE 6/22/2020

MATERIAL SQUARE FEET

NORTH ELEVATION:		4911 sq.ft.
GLAZING		488.54 sq.ft.
NET SURFACE AREA:		4417.81 sq.ft.
WESTCHESTER BRICK	58%	2563.73 sq.ft.
ROXBURY BRICK	9%	388.95 sq.ft.
HONED SMOOTH STONE	17%	748.3 sq.ft.
ROUGH BACK STONE	7%	303.73 sq.ft.
CAST STONE	1%	51.49 sq.ft.
LONG BOARD PANELS	1%	6.67 sq.ft.
MISC. PREFINISHED METAL	7%	335.08 sq.ft.
SOUTH ELEVATION:		4911 sq.ft.
GLAZING		245.67 sq.ft.
NET SURFACE AREA:		4665.33 sq.ft.
WESTCHESTER BRICK	56%	2599.85 sq.ft.
ROXBURY BRICK	8%	387.49 sq.ft.
HONED SMOOTH STONE	20%	953.96 sq.ft.
ROUGH BACK STONE	8%	350.40 sq.ft.
CAST STONE	1%	62.66 sq.ft.
LONG BOARD PANELS	1%	6.62 sq.ft.
MISC. PREFINISHED METAL	6%	280.30 sq.ft.
WEST ELEVATION:		3265 sq.ft.
GLAZING		234.33 sq.ft.
NET SURFACE AREA:		3024.43 sq.ft.
WESTCHESTER BRICK	53%	1604.14 sq.ft.
ROXBURY BRICK	8%	237.25 sq.ft.
HONED SMOOTH STONE	13%	403.92 sq.ft.
ROUGH BACK STONE	7%	198.16 sq.ft.
CAST STONE	1%	30.83 sq.ft.
LONG BOARD PANELS	6%	180.73 sq.ft.
MISC. PREFINISHED METAL	12%	359.94 sq.ft.
EAST ELEVATION:		3265 sq.ft.
GLAZING		152.44 sq.ft.
NET SURFACE AREA:		3110.66 sq.ft.
WESTCHESTER BRICK	54%	1665.66 sq.ft.
ROXBURY BRICK	8%	249.21 sq.ft.
HONED SMOOTH STONE	23%	689.72 sq.ft.
ROUGH BACK STONE	6%	196.81 sq.ft.
CAST STONE	1%	40.96 sq.ft.
MISC. PREFINISHED METAL	8%	226.96 sq.ft.

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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 Rd
Prosper, TX

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

HIGH SCHOOL

SHEET NO.
A-406

TOWN OF PROSPER
Staff Approved
22 JUNE 2020

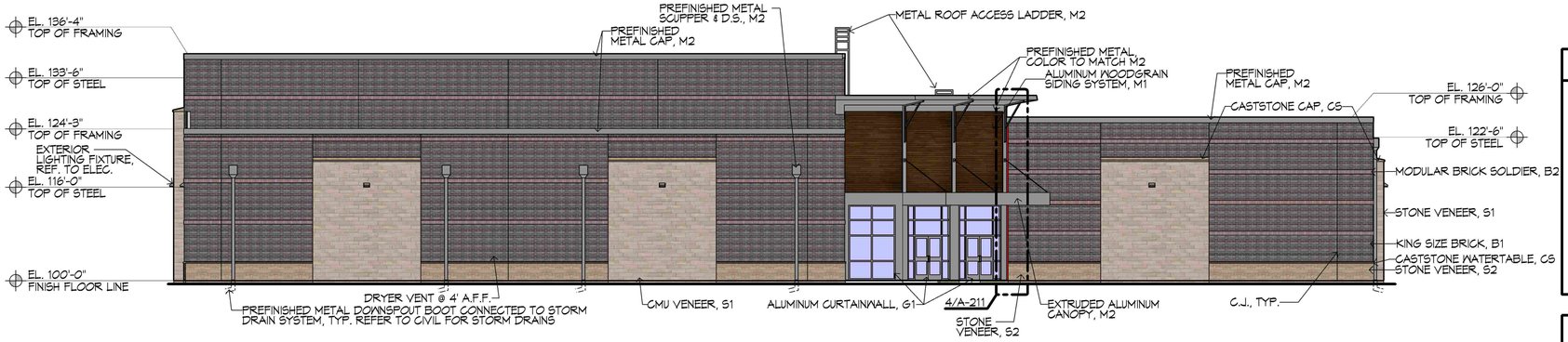
CASE NO. D20-0045

© WRIGHT GROUP Architects-Planners, PLLC, 2020

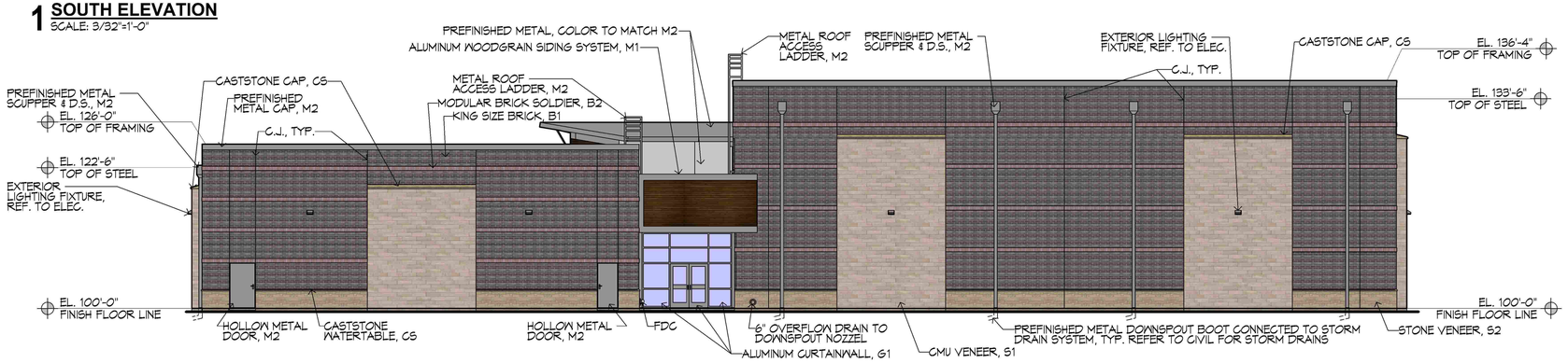
H/W = 24" / 36"

Allplan 2020

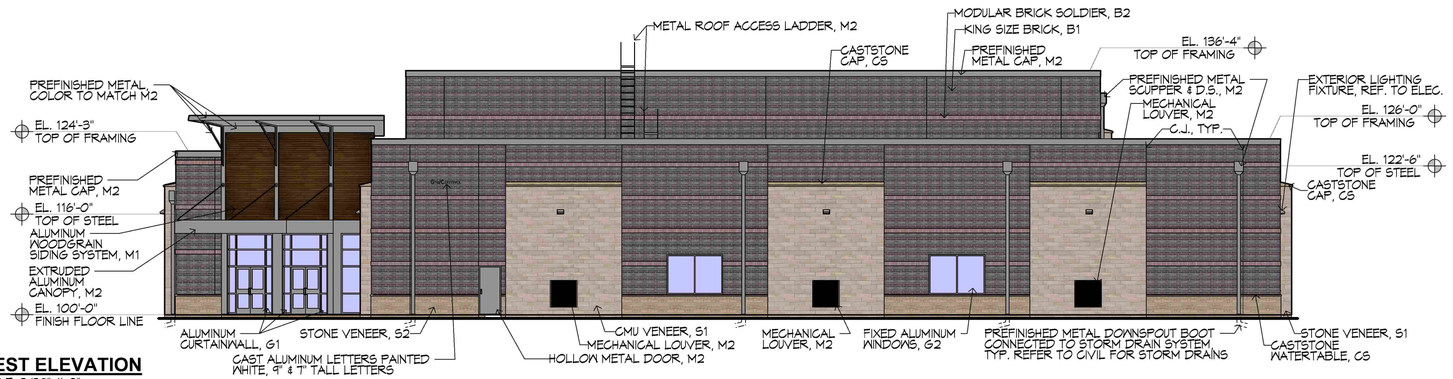
EXHIBIT B



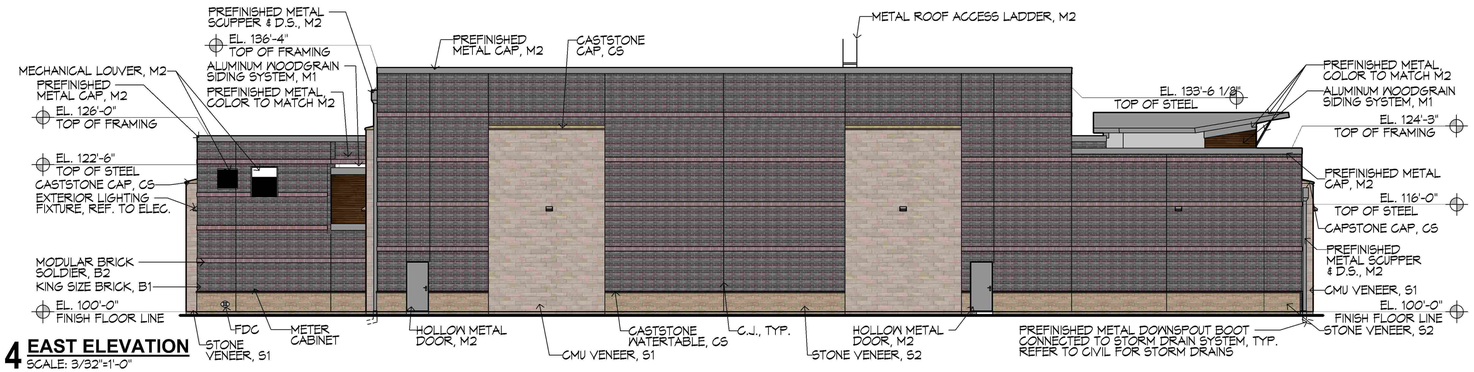
1 SOUTH ELEVATION
SCALE: 3/32"=1'-0"



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



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



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

PRINT DATE 6/22/2020

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.

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-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.

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 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	

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%	1022.61 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.

TOWN OF PROSPER
Staff Approved
22 JUNE 2020

CASE NO. D20-0045

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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

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

GYM/CAFETERIA

SHEET NO.
A-406

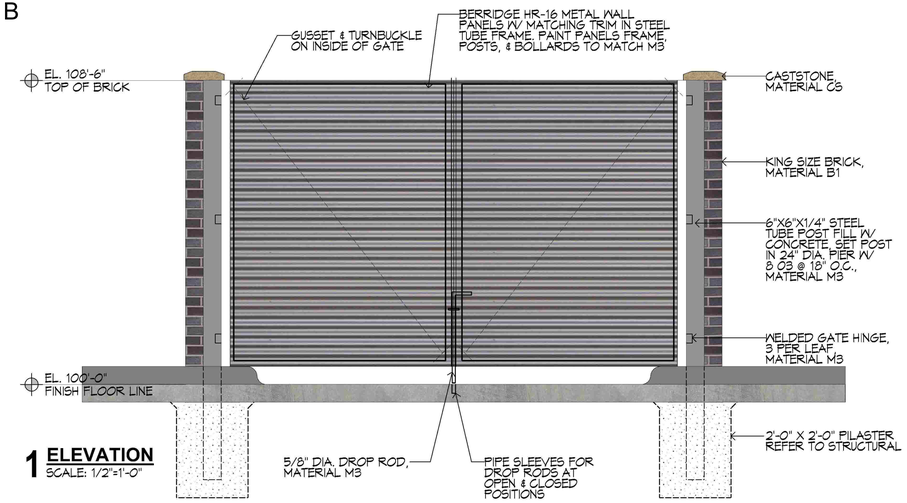
H/W = 24" / 36"

Allplan 2020

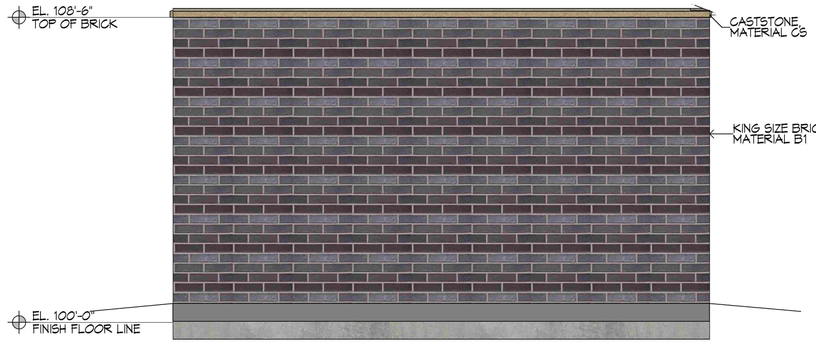
EXHIBIT B

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

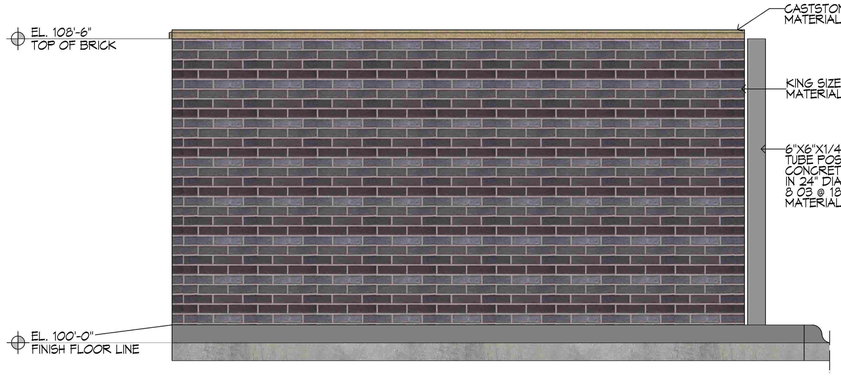
06/11/2020



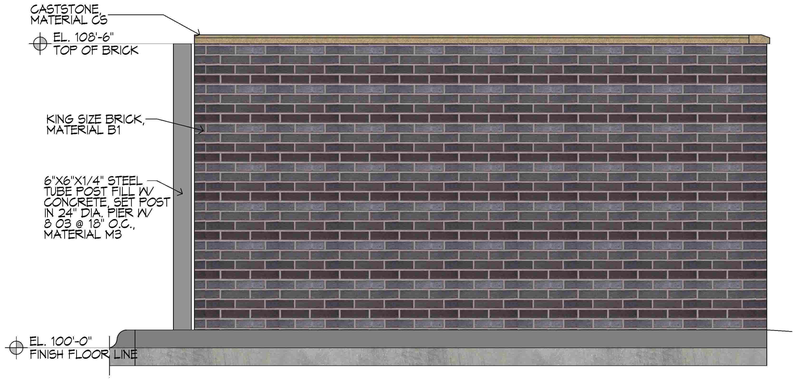
1 ELEVATION
SCALE: 1/2"=1'-0"



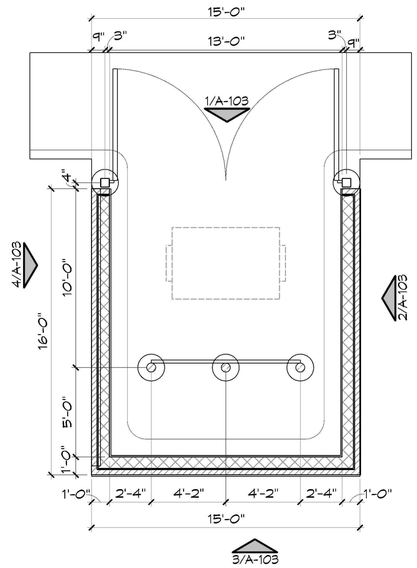
3 ELEVATION
SCALE: 1/2"=1'-0"



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



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



5 DUMPSTER PLAN TYP.
SCALE: 1/4"=1'-0"

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	G1: EXTERIOR ALUMINUM STOREFRONT/CURTAINWALL, CLEAR-ANODIZED, 1" GREY TINTED INSULATING GLASS
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	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

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

ELEMENTARY

SHEET NO.
A-106

TOWN OF PROSPER
Staff Approved
22 JUNE 2020

CASE NO. D20-0045

PRINT DATE 6/22/2020

© WRIGHT GROUP Architects-Planners, PLLC, 2020

H/V = 24" / 36"

Allplan 2020

EXHIBIT C

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 847-249-8398 FAX 847-775-1503
45 FM 3356 VAN ALSTYNE, TX 75495
PHONE 903-375-9303 FAX 847-775-1503
TEXAS PROFESSIONAL ENGINEERING DESIGN FIRM #16016

STATE OF TEXAS
ADAM HARRIS
104032
LICENSED
PROFESSIONAL ENGINEER
10/16/2020

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

DRAWING ISSUE / REVISION

Rev. No.	Description	Date
-	FOR PERMIT	06/23/2020
1	REVISION 1	09/28/2020
2	FIELD LIGHTING PHOTOMETRIC	10/14/2020
3	FIELD LIGHTING PHOTOMETRIC REV	10/26/2020

The Professional seal affixed to this sheet indicates that the named professional has prepared or directed the preparation of the material shown only on this 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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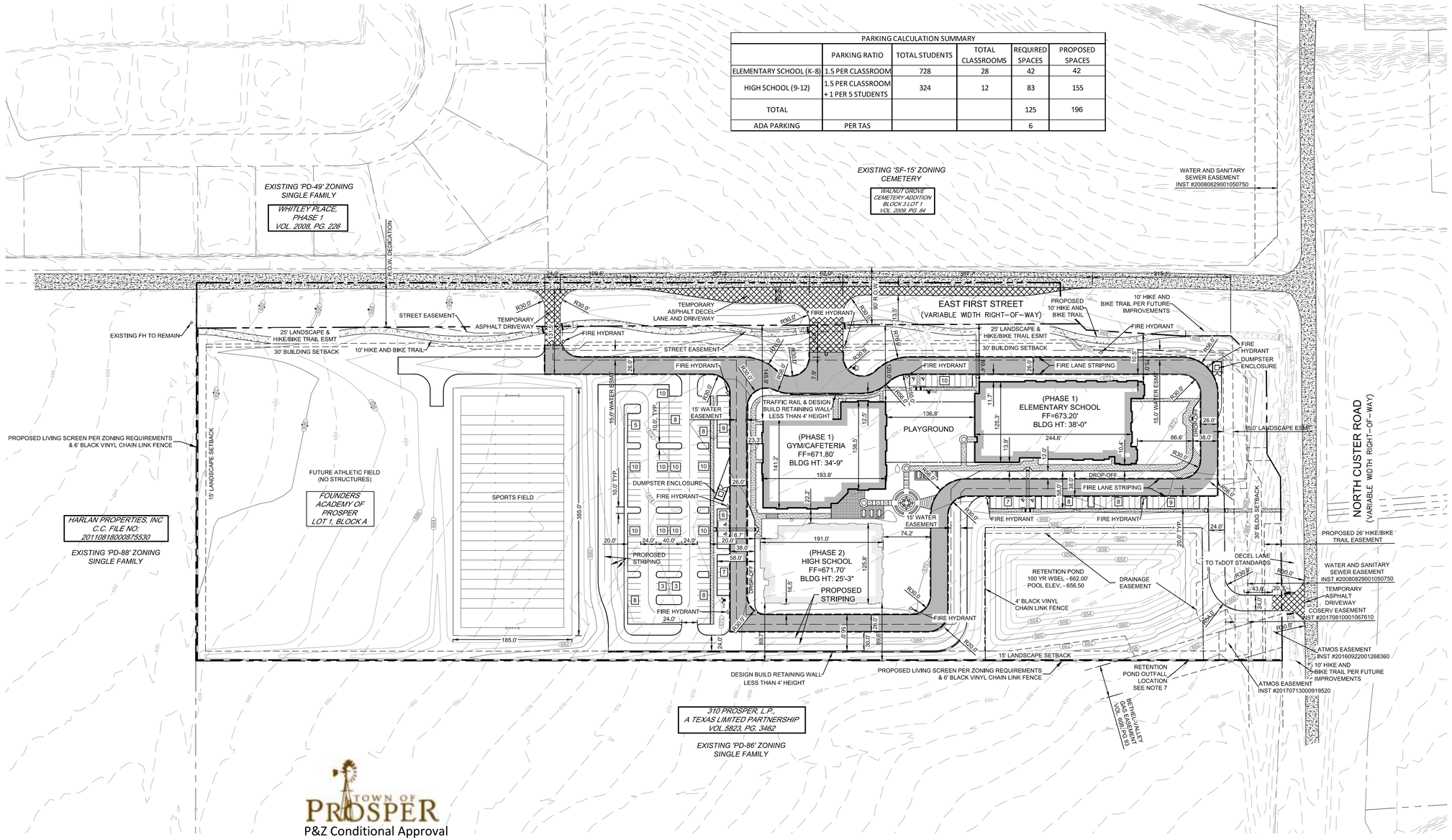
Drawing Title
FIELD LIGHTING
PHOTOMETRIC SITE PLAN

Drawing No.
PM2.0

Scale			
Dwg By	RL,ET,MR	Check By	AH
		Consult Job No	TX19206

SD SUBMIT

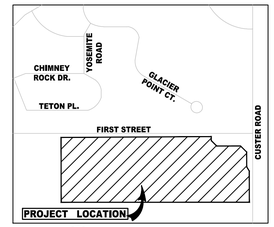
PARKING CALCULATION SUMMARY					
	PARKING RATIO	TOTAL STUDENTS	TOTAL CLASSROOMS	REQUIRED SPACES	PROPOSED SPACES
ELEMENTARY SCHOOL (K-8)	1.5 PER CLASSROOM	728	28	42	42
HIGH SCHOOL (9-12)	1.5 PER CLASSROOM + 1 PER 5 STUDENTS	324	12	83	155
TOTAL				125	196
ADA PARKING	PER TAS			6	



LEGEND

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

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



LOCATION MAP
SCALE : N.T.S.

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

TOWN OF PROSPER
P&Z Conditional Approval

JUNE 2, 2020

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

WATER / SANITARY SEWER CONNECTIONS SUMMARY	
WATER	
3" DOMESTIC	3
2" IRRIGATION	1
SANITARY SEWER	
6" CONNECTION	1

SITE PLAN NOTES:
1. DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3. OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
4. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
5. ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
6. BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
7. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
8. TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
9. SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
10. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
11. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
12. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE PRELIMINARY SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
13. ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
14. 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.
15. APPROVAL OF SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT.
16. SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
17. ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
18. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
19. ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
20. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
21. THE APPROVAL OF A 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 RECIEVED 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.

CASE NUMBER
D20-0045

NO.	DATE	REVISION

SURVEYOR / ENGINEER
PELOTON 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

PELOTON LAND SOLUTIONS
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: JFS	DATE	PROJECT #	SHEET
DESIGNED: KAK	APRIL 2020	PLS: RES19003 PROSPER, TX	C201
REVIEWER: KAK			

FOUNDERS ACADEMY OF PROSPER

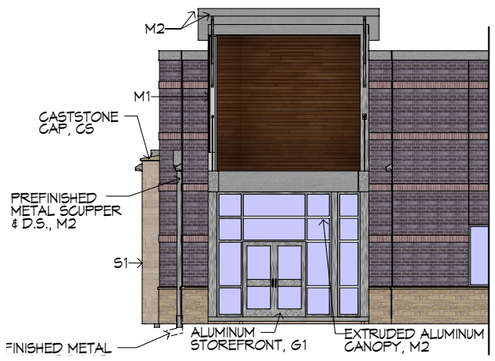
Drawing: G:\JOBS\RES19003_Prosper\Master Dev\Civil\CAD\RES19003-C-SITE Last Saved: 5/29/2020 9:38 AM Last Saved By: Jeff Sisler Plot Date/Time: 5/29/2020 11:37 AM

WRIGHT GROUP
Architects+Planners, P.L.L.C.

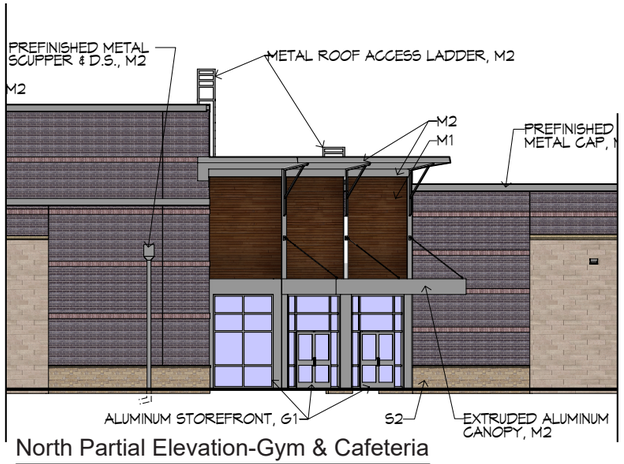
WRIGHT GROUP ARCHITECTS
1430 South Broadway St.
Carrollton, TX 75006
Contact: Dennis Brown

RESPONSIVE EDUCATION SOLUTIONS
1301 Waters Ridge Dr.
Lewisville, TX 75057
Contact: Lynn Tomkins

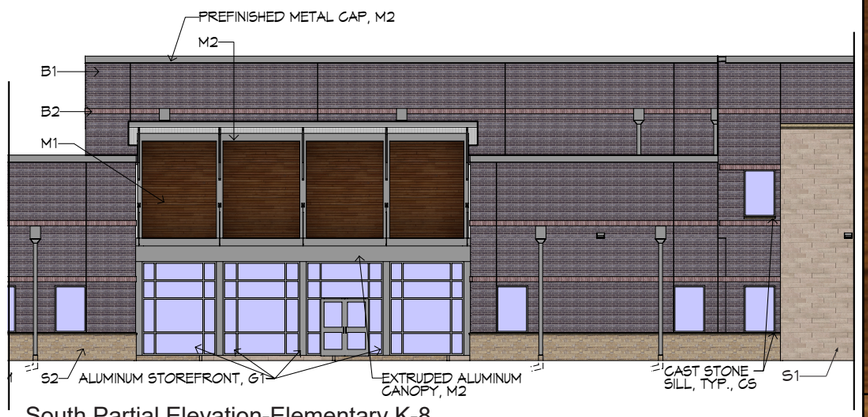
RES FOUNDERS CLASSICAL ACADEMY OF PROSPER, TEXAS



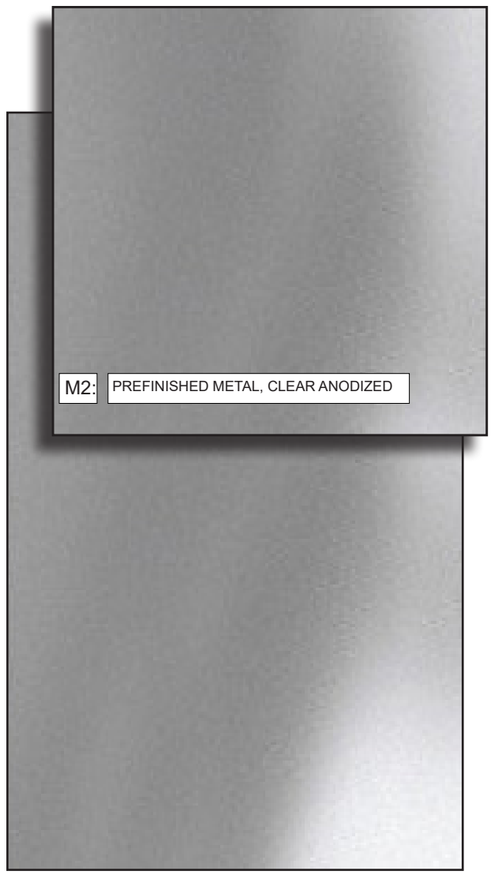
South Partial Elevation-High School



North Partial Elevation-Gym & Cafeteria



South Partial Elevation-Elementary K-8



M2: PREFINISHED METAL, CLEAR ANODIZED

G1: EXTERIOR STOREFRONT,CLEAR ANODIZED ALUMINUM-AVADEK

CS: CAST STONE, NATURAL LIMESTONE, DRY TAMP, LIGHT GRANULAR TEXTURE

S1: CONCRETE MASONRY UNIT POLISHED SERIES 700 P WHITE LIMESTONE

S2: NATURAL TEXAS LIMESTONE STONE, ROUGH BACK, RANDOM RUNNING BOND PATTERN

B1: KING SIZE BRICK, WETCHESTER, SMOOTH TEXTURE. OVERALL BRICK

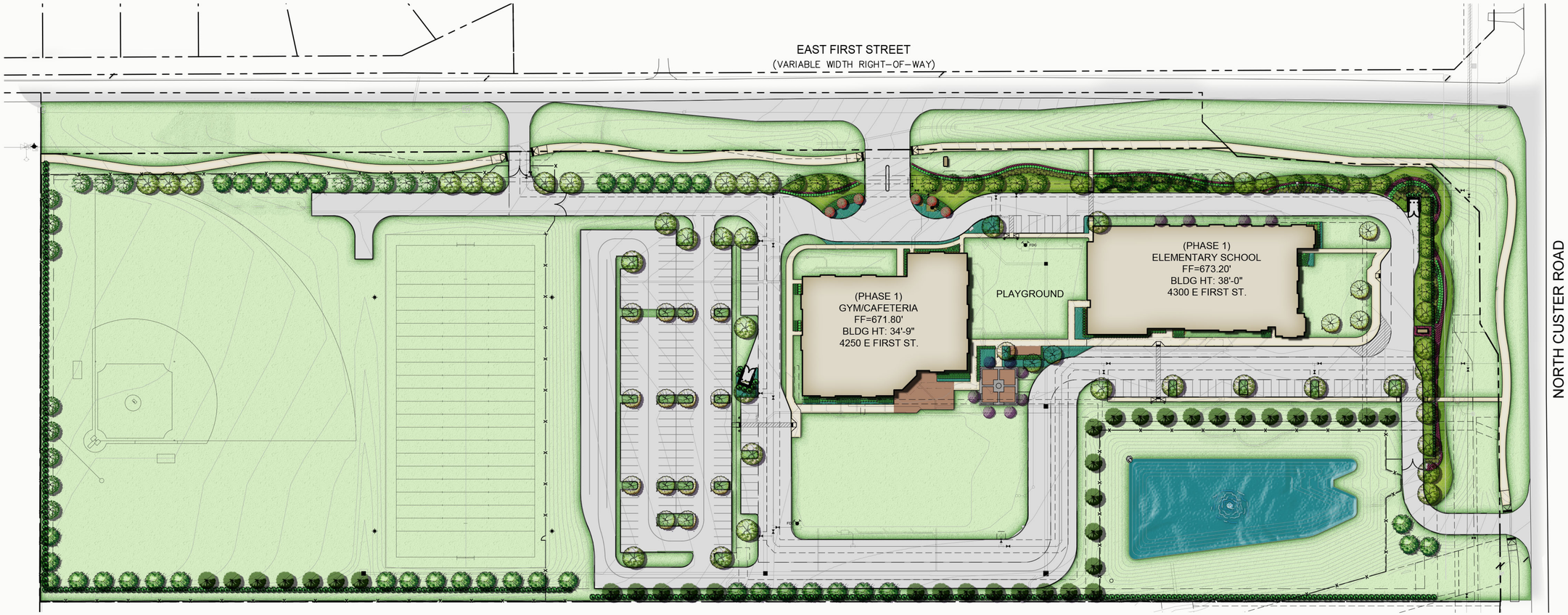
B2: MODULAR BRICK, ROXBURY BRICK, SMOOTH TEXTURE. SOLDIER COURSE

OTHER MATERIALS TO BE USED

M3: PREFINISH METAL, MIDNIGHT BRONZE

G2: ALUMINUM FIXED WINDOWS, CLEAR ANODIZE ALUMINUN, 3/4" GREY TINTED LoE INSULATING GLASS W/ ARGON GAS

M1: ALUMINUM WOODGRAIN SIDING SYSTEM, DARK CHERY, LIGHT CHERRY, WESTERN CEDAR (30/40/30 BLEND)



LANDSCAPE TABULATIONS
THE TOWN OF PROSPER, TEXAS

SITE LANDSCAPE
1. Seven percent (7%) of site should be dedicated to open space.

Total Site Area: 867,507 s.f.

Required	Provided
60,726 s.f. (7%)	445,575 s.f. (51%)

PERIMETER REQUIREMENTS
Right-of-Way Adjacency
1. 25' landscape area adjacent to the right-of-way.
2. One (1) large tree, 3" cal., per 30 l.f. of street frontage.
3. A minimum of fifteen (15) shrubs, 5 gal. min., will be planted in the landscape area for each 30 l.f. of frontage.

North Custer Road: 495 l.f.

Required	Provided
25' landscape area	25' landscape area
(17) trees	(17) trees
(248) shrubs, 5 gal.	(481) shrubs, 5 gal.

East First Street: 1,650 l.f.

Required	Provided
25' landscape area	25' landscape area
(55) trees	(55) trees
(825) shrubs, 5 gal.	(830) shrubs, 5 gal.

RESIDENTIAL BUFFER REQUIREMENTS
1. 15' landscape area adjacent to residential zoning.
2. One (1) large tree, 3" cal., per 30 l.f. of residential adjacency.
3. Evergreen shrubs, 45 gal. min. and 8' tall at time of planting, planted 6' o.c.

West Perimeter: 517 l.f.

Required	Provided
15' landscape area	15' landscape area
(17) trees	(17) trees
8' ht. evergreen shrubs	8' ht. evergreen shrubs

South Perimeter: 1,687 l.f.

Required	Provided
10' landscape area	10' landscape area
(56) trees	(56) trees
8' ht. evergreen shrubs	8' ht. evergreen shrubs

INTERIOR PARKING
1. Fifteen (15) square feet of landscaping shall be provided for each parking space and located within the paved boundaries of the parking lot area.
2. One large tree, 3" cal., shall be located in landscape islands. There shall be one large tree within one hundred fifty (150) feet of every parking space.

Parking Spaces: 196

Required	Provided
2,940 s.f.	7,919 s.f.

TREE MITIGATION

Required	Provided
24"	(5) 3" cal. trees (9) 2" cal. trees Total: 33"

N

SCALE: 1" = 60'-0"

0 30 60 120

BELLE FIRMA

4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

Founders Academy
Prosper, Texas

Project Number: 20033
Issue Date:
Drawn By: RMT
Checked By: KAH

Revisions
No: Date: Detail:

Sheet Title:
OVERALL LANDSCAPE PLAN

BELLE FIRMA

4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

Founders Academy

Prosper, Texas

Project Number: 20033
Issue Date:
Drawn By: RMT
Checked By: KAH

Revisions
No: Date: Detail:

Sheet Title:

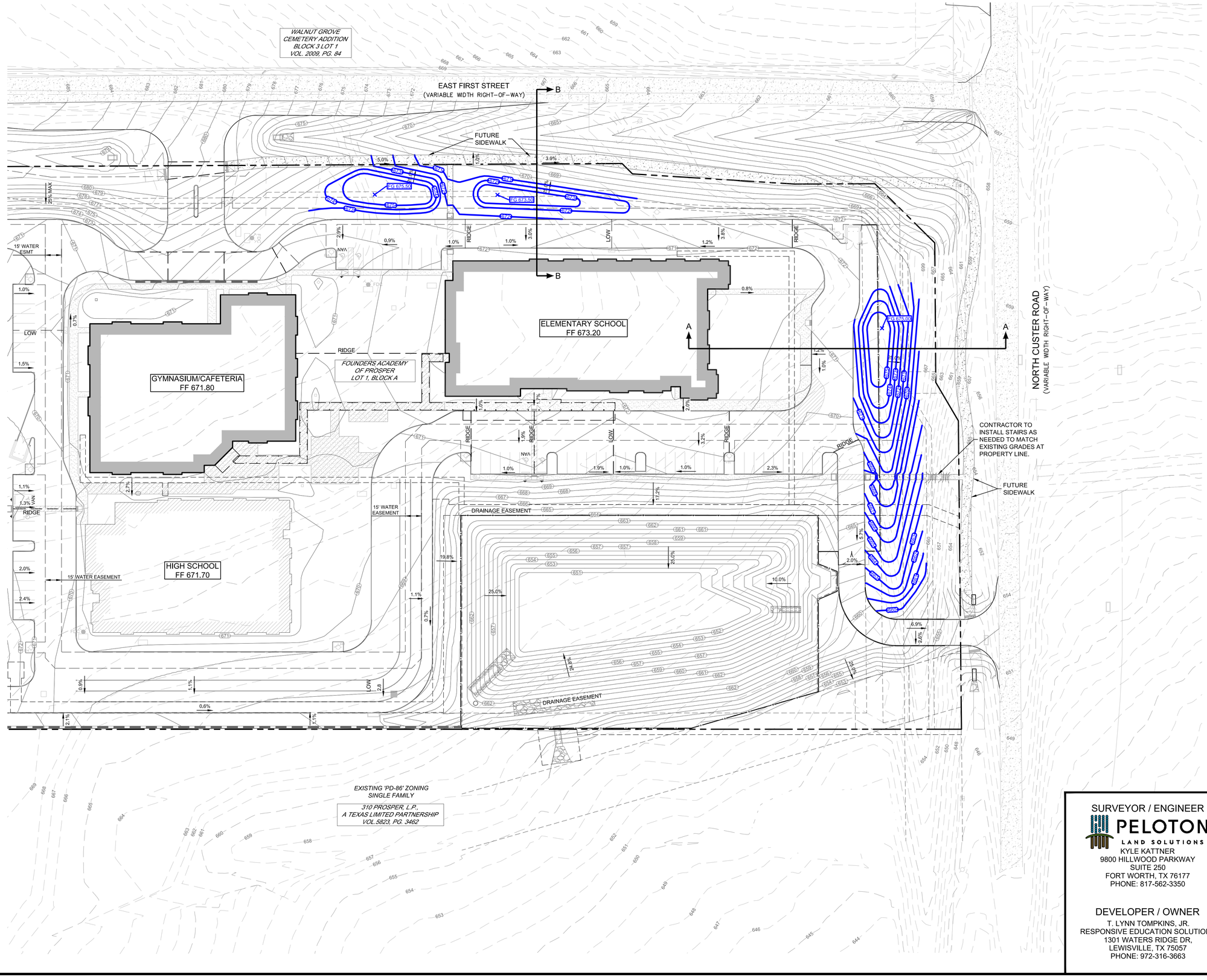
LANDSCAPE PLAN

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
COSERV ELECTRIC DELIVERY	940-321-7800
TOWN OF PROSPER	972-569-1198
TOWN OF PROSPER WATER DEPARTMENT	972-346-2640

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.



N

0 40' 80'

SCALE: 1" = 40'

LEGEND

133	PR. CONTOUR
133	EX. CONTOUR
BERM	PR. BERM
× FG 132.50	FINISHED GRADE

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	02/25/2021
TYPE OR PRINT NAME	PE #	DATE

NO.	DATE	REVISION

SURVEYOR / ENGINEER
PELOTON 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

BERM EXHIBIT

PROSPER, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: JFS	DATE	PROJECT #	SHEET
DESIGNED: KAK	DECEMBER 2020	PLS: RES19003 PROSPER, TX	C302
REVIEWER: KAK			

FOUNDERS ACADEMY OF PROSPER

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Plot Date: Feb 25, 2021 10:37 AM

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
COSERV ELECTRIC DELIVERY	940-321-7800
TOWN OF PROSPER	972-569-1198
TOWN OF PROSPER WATER DEPARTMENT	972-346-2640

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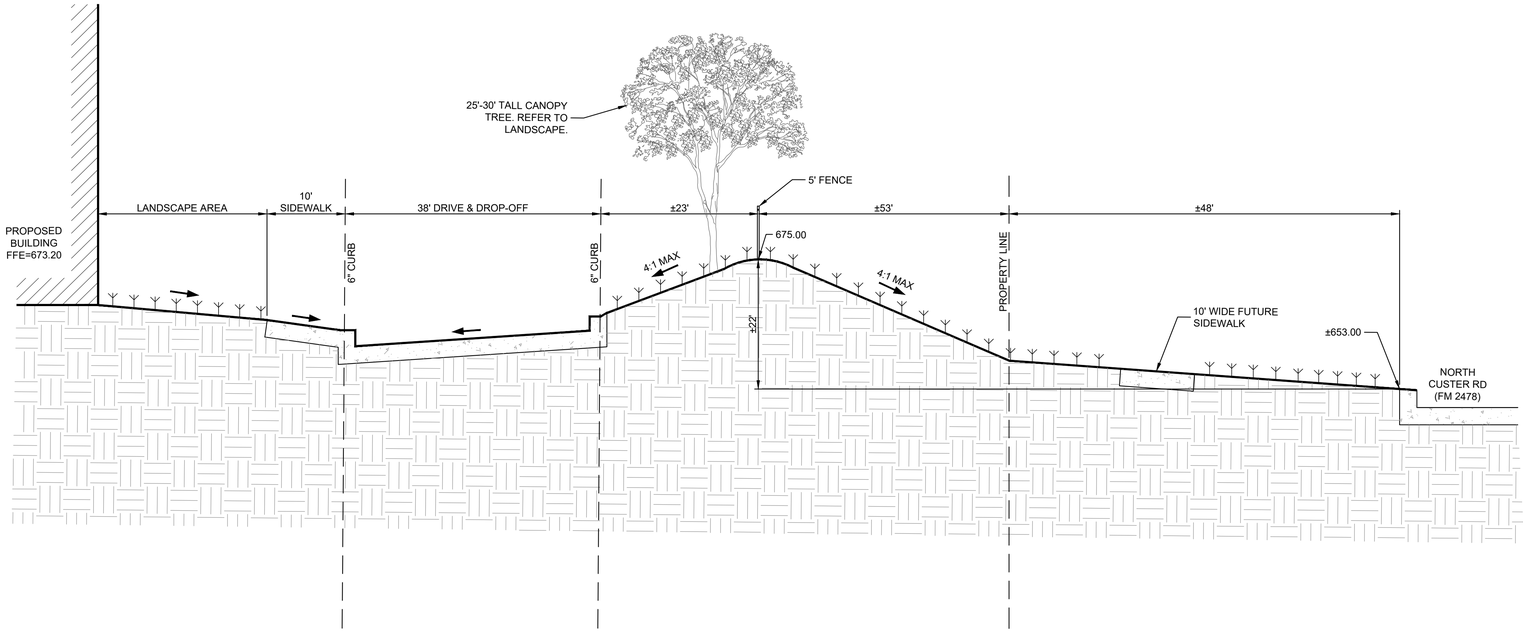
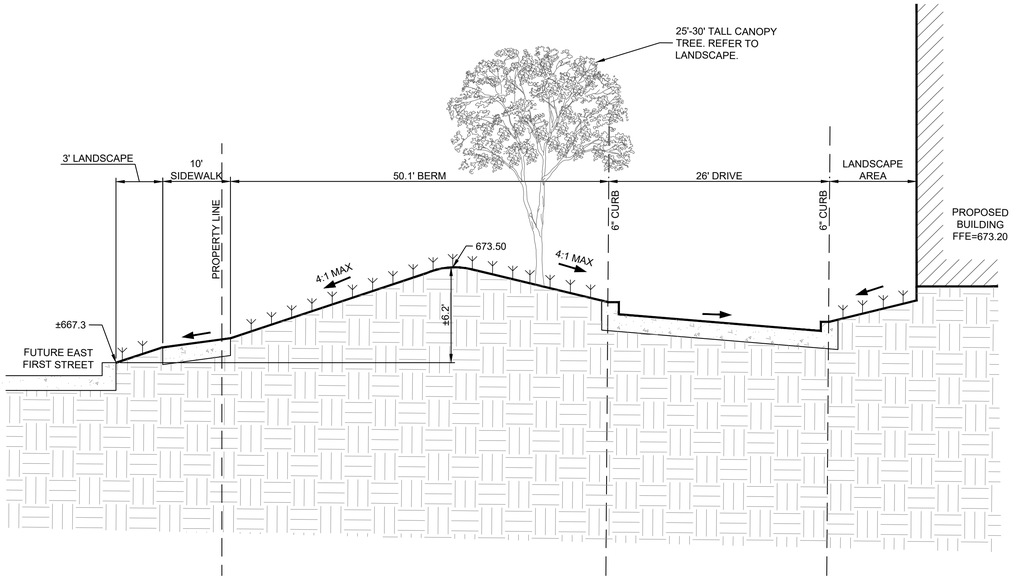


1 A-A GRADING SECTION
NOT TO SCALE



2 B-B GRADING SECTION
NOT TO SCALE

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.

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KYLE A. KATTNER 118741 02/25/2021
TYPE OR PRINT NAME PE # DATE

NO.	DATE	REVISION

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

DEVELOPER / OWNER
T. LYNN TOMPKINS, JR.
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1301 WATERS RIDGE DR,
LEWISVILLE, TX 75057
PHONE: 972-316-3663

FOUNDERS ACADEMY OF PROSPER
LOT 1, BLOCK A

BERM GRADING SECTIONS

PROSPER, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: JFS	DATE	PROJECT #	SHEET
DESIGNED: KAK	DECEMBER 2020	PLS: RES19003 PROSPER, TX	C302
REVIEWER: KAK			

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NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
COSERV ELECTRIC DELIVERY	940-321-7800
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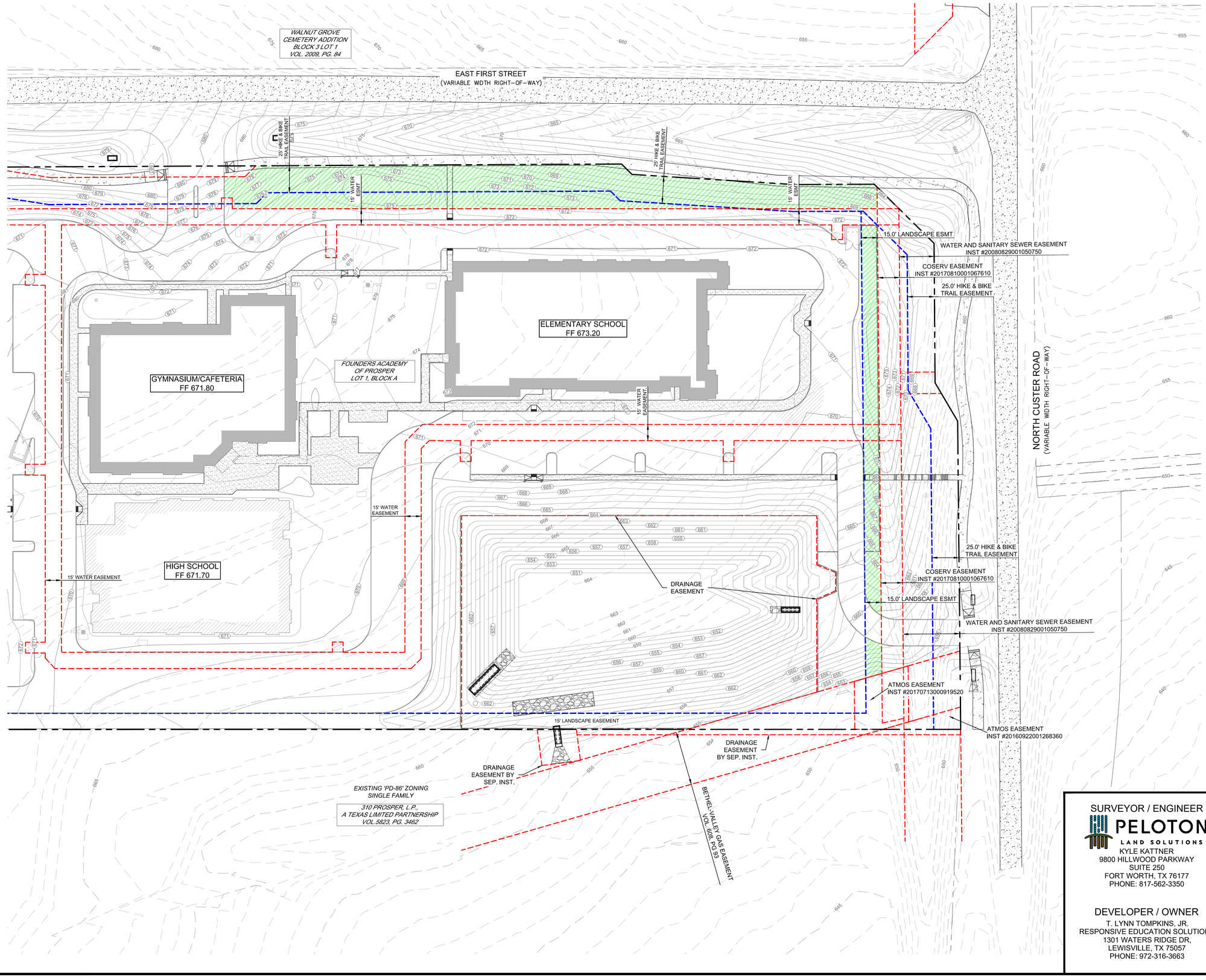

0 40' 80'
SCALE: 1" = 40'

AVAILABLE LANDSCAPE AREA

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.

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PHONE: 972-316-3663

FOUNDERS ACADEMY OF PROSPER
LOT 1, BLOCK A

LANDSCAPE CONSTRAINTS EXHIBIT

PROSPER, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: JFS	DATE	PROJECT #	SHEET
DESIGNED: KAK	DECEMBER 2020	PLS: RES19003 PROSPER, TX	C302
REVIEWER: KAK			

FOUNDERS ACADEMY OF PROSPER

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Plot Date/Time: 2/25/2021 11:39 AM

TOWN OF PROSPER
Prosper is a place where everyone matters.

ENGINEERING SERVICES

To: **Mayor and Town Council**

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

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

Re: **Town Council Meeting – March 9, 2021**

Agenda Item:
Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, declaring the necessity to acquire certain properties for right-of-way and drainage easements for the construction of the Fishtrap Road (Stuber Elementary School - Dallas North Tollway) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Description of Agenda Item:
The Town is in the process of developing engineering plans for the construction of the Fishtrap Road (Stuber Elementary - Dallas North Tollway) project. To facilitate the construction of the project, it is necessary for the Town to acquire several parcels of right-of-way and drainage easements. The specific parcels are identified in the attached Resolution, and the Location Map included with this agenda item depict the thirteen (13) properties affected. As with other similar road construction projects, it is not anticipated that all parcels will require the use of eminent domain to complete the acquisition process, however, staff is requesting advance authorization to pursue acquisition by eminent domain if standard negotiations are unsuccessful.

Attached Documents:
1. Resolution
2. Location Map

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

Town Staff Recommendation:

Town staff recommends that the Town Council of the Town of Prosper, Texas, approve the attached Resolution declaring the necessity to acquire certain properties for right-of-way and drainage easements for the construction of the Fishtrap Road (Stuber Elementary School - Dallas North Tollway) project with such properties being more particularly described in the attached Resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Proposed Motion:

I move that the Town Council of the Town of Prosper, Texas, approve the attached Resolution declaring the necessity to acquire certain properties for right-of-way and drainage easements for the construction of the Fishtrap Road (Stuber Elementary School - Dallas North Tollway) project with such properties being more particularly described in the attached Resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

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

This item requires a roll call vote.

TOWN OF PROSPER, TEXAS **RESOLUTION NO. _____**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DECLARING THE NECESSITY TO ACQUIRE CERTAIN PROPERTIES FOR RIGHT-OF-WAY AND DRAINAGE EASEMENTS FOR THE CONSTRUCTION OF THE FISHTRAP ROAD (STUBER ELEMENTARY - DALLAS NORTH TOLLWAY) PROJECT; DETERMINING THE PUBLIC USE AND NECESSITY FOR SUCH ACQUISITION; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR SAID PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE TOWN MANAGER OF THE TOWN OF PROSPER, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE TOWN ATTORNEY TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has determined that a public need exists for the construction of the Fishtrap Road (Stuber Elementary - Dallas North Tollway) project, the location of which is generally set forth in the exhibits attached to this Resolution; and

WHEREAS, the Town Council desires to acquire the property ("Property"), as more particularly described in the exhibits attached to this Resolution, for this governmental and public use in conjunction with the Town of Prosper's construction of the Fishtrap Road (Stuber Elementary - Dallas North Tollway) project ("Project"); and

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

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

SECTION 1

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

SECTION 2

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

Exhibit	Description/Interest to be Acquired
1	Approximately 0.370 acres of real property for a drainage easement, situated generally in the L. Netherly Survey, Abstract Number 962, Town of Prosper, Denton County, Texas, as recorded in Document Number 2011-60030 of the Official Public records of Denton County, Texas.
2	Approximately 1.785 acres of real property for right-of-way, situated in the L. Netherly Survey, Abstract Number 962, Denton County, Texas, and being a portion of a 22.270-acre tract of land to Quorum Legacy Partners, L.P. as recorded in Document Number 2007-91811 of the Official Public records of Denton County, Texas.
3	Approximately 4.248 acres of real property of right-of-way and 0.221 acres of real property for a drainage easement, situated in the Collin County School Land #12 Survey, Abstract Number 147, Town of Prosper, Collin County, Texas, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas.
4	Approximately 0.165 acres of real property for right-of-way and 0.3327 acres of real property for drainage easements, situated in the Collin County School Land #12 Survey, Abstract Number 147, Town of Prosper, Collin County, Texas, as recorded in Instrument Number 20200618000919920 of the Official Public records of Collin County, Texas.
5	Approximately 0.143 acres of real property for right-of-way and 0.034 acres of real property for a drainage easement, situated in the Collin County School Land #12 Survey, Abstract Number 147, Town of Prosper, Collin County, Texas, as recorded in Instrument Number 20190130000090120 of the Official Public records of Collin County, Texas.
6	Approximately 1.325 acres of real property for right-of-way and 0.089 acres of real property for a drainage easement, situated in the Collin County School Land #12 Survey, Abstract Number 147, Town of Prosper, Collin County, Texas, as recorded in Instrument Number 20111230001411880 of the Official Public records of Collin County, Texas.
7	Approximately 1.686 acres of real property for right-of-way and 0.118 acres of real property for drainage easements situated in the Collin County School Land #12 Survey, Abstract Number 147, Town of Prosper, Collin County, Texas, as recorded in Instrument Number 20160311000294980 of the Official Public records of Collin County, Texas.
8	Approximately 1.377 acres of real property for right-of-way and 0.135 acres of real property for drainage easements situated in the Collin County School Land #12 Survey, Abstract Number 147, Town of Prosper, Collin County, Texas, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas.

9 Approximately 1.377 acres of real property for right-of-way and 0.030 acres of real property for drainage easement situated in the Collin County School Land #12 Survey, Abstract Number 147, Town of Prosper, Collin County, Texas, as recorded in Instrument Number 20100601000545080 of the Official Public records of Collin County, Texas.

10 Approximately 1.275 acres of real property for right-of-way and 0.108 acres of real property for drainage easement situated in the Collin County School Land #12 Survey, Abstract Number 147, Town of Prosper, Collin County, Texas, as recorded in Instrument Number 20161104001506360 of the Official Public records of Collin County, Texas.

11 Approximately 0.382 acres of real property for right of way and 0.009 acres of real property for drainage easement, situated in the Collin County School Land #12 Survey, Abstract Number 147, Town of Prosper, Collin County, Texas, as recorded in Volume 5290, Page 5251 of the Deed records of Collin County, Texas.

12 Approximately 0.483 acres of real property for right-of-way and 0.007 acres of real property for drainage easement, situated in the Collin County School Land #12 Survey, Abstract Number 147, Town of Prosper, Collin County, Texas, as recorded in Volume 5670, Page 2077 of the Deed records of Collin County, Texas.

13 Approximately 0.025 acres of real property for drainage easement, situated in the Collin County School Land #12 Survey, Abstract Number 147, Town of Prosper, Collin County, Texas, as recorded in Instrument Number 20170911010004300 of the Official Public Records of Collin County, Texas.

SECTION 3

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

SECTION 4

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

SECTION 5

This Resolution is effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 9TH DAY OF MARCH, 2021.

_____
Ray Smith, Mayor

ATTEST:

_____
Melissa Lee, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

EXHIBIT 1

EXHIBIT "A"

DRAINAGE EASEMENT
16,114 SQUARE FEET, OR 0.370 ACRES

BEING a tract of land situated in the L. Netherly Survey, Abstract Number 962, Denton County, Texas and being a portion of a 243.808 acre tract of land called Tract IV to Blue Star Allen Land, L.P. as recorded in Document Number 2011-60030 of the Official Public records of Denton County, Texas and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP" found lying on the north right-of-way of Fishtrap Road by right-of-way dedication to the Town of Prosper recorded in Document Number 2020-166977 of of the Official Public records of Denton County, Texas from which a 60D nail found for the southwest corner of said 243.808 acre tract same being the southwest corner of said right-of-way dedication, and the southeast corner of a tract of land to Prosper Professional Centre, LLC as recorded in Document Number 2019-83405 of the Official Public records of Denton County, Texas bears South 56 degrees 44 minutes 20 seconds West, a distance of 441.59 feet and a 1/2 inch iron rod with cap stamped "PEISER MANKIN" found for the southeast corner of said 243.808 acre tract same being the southeast corner of said right-of-way dedication, and the southwest corner of a 22.270 acre tract of land to Quorum Legacy partners, L.P. as recorded in Document Number 2007-91811 of the Official Public records of Denton County, Texas bears North 79 degrees 03 minutes 06 seconds East, a distance of 362.30 feet;

THENCE North 23 degrees 13 minutes 08 seconds West departing the north right-of-way of said Fishtrap Road and through the interior of said 243.808 acre tract, a distance of 60.00 feet to a point for corner;

THENCE North 66 degrees 46 minutes 52 seconds East continuing through the interior of said 243.808 acre tract, a distance of 268.57 feet to a point for corner;

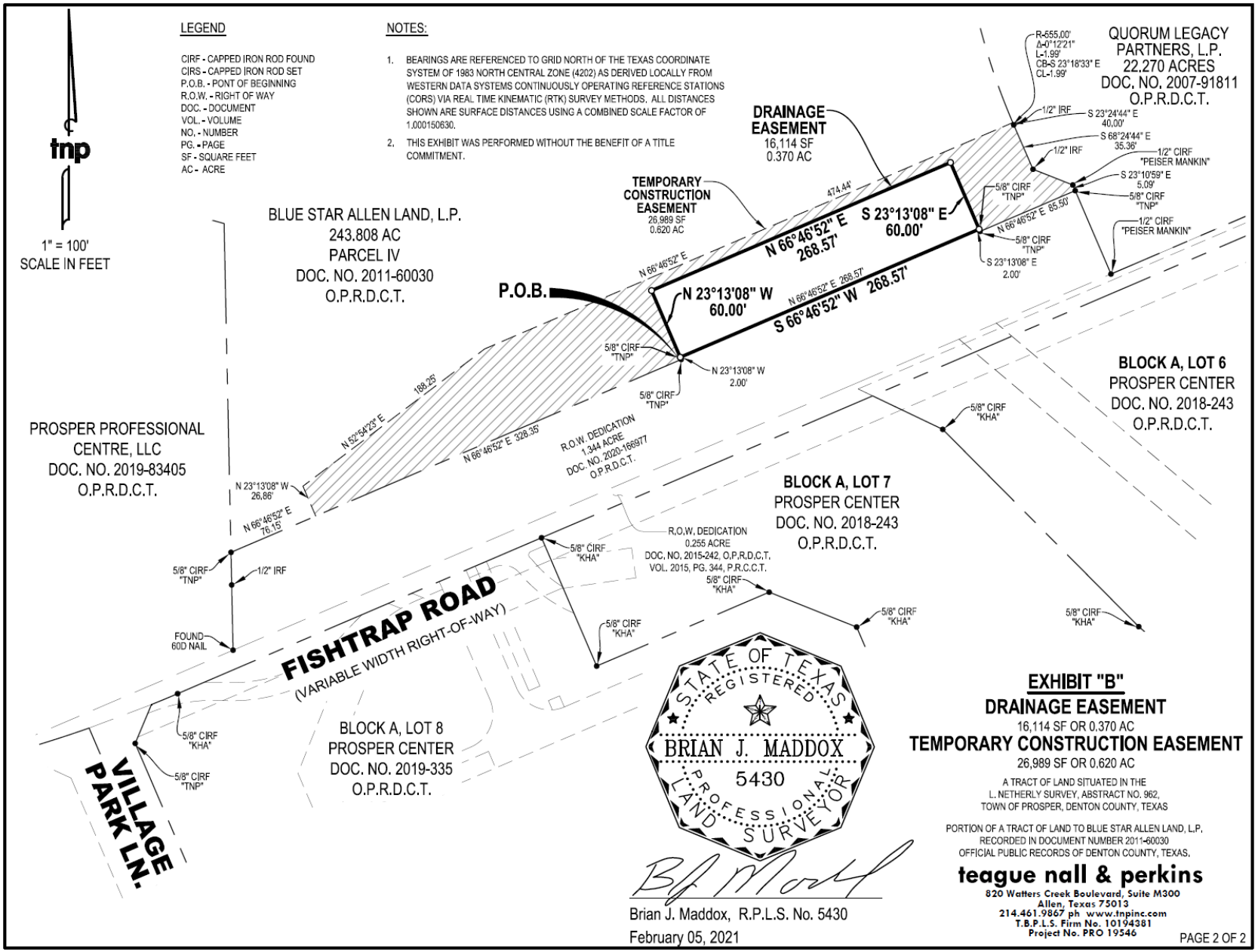
THENCE South 23 degrees 13 minutes 08 seconds East continuing through the interior of said 243.808 acre tract, a distance of 60.00 feet to a 5/8 inch iron rod with cap stamped "TNP" found lying on the north right-of-way of said Fishtrap Road;

THENCE South 66 degrees 46 minutes 52 seconds West along the north right-of-way of said Fishtrap Road, a distance of 268.57 feet to the POINT OF BEGINNING containing 16,114 square feet, or 0.370 of an acre of land.

teague nall & perkins
820 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph www.tnpinc.com
T.B.P.L.S. Firm No. 10194381

Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

PAGE 1 OF 2


LEGEND
CIRF - CAPPED IRON ROD FOUND
CIRS - CAPPED IRON ROD SET
P.O.B. - PONT OF BEGINNING
R.O.W. - RIGHT OF WAY
DOC. - DOCUMENT
VOL. - VOLUME
NO. - NUMBER
PG. - PAGE
SF - SQUARE FEET
AC - ACRE
NOTES:
1. BEARINGS ARE REFERENCED TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) AS DERIVED LOCALLY FROM WESTERN DATA SYSTEMS CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) SURVEY METHODS. ALL DISTANCES SHOWN ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.000150630.
2. THIS EXHIBIT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
tnp
1" = 100'
SCALE IN FEET
QUORUM LEGACY PARTNERS, L.P.
22.270 ACRES
DOC. NO. 2007-91811
O.P.R.D.C.T.
R-555.00'
Δ-0°12'21"
L-1.99'
CB-S 23°18'33" E
CL-1.99'
1/2" IRF
S 23°24'44" E 40.00'
S 68°24'44" E 35.36'
1/2" CIRF "PEISER MANKIN"
S 23°10'59" E 5.09'
5/8" CIRF "TNP"
1/2" CIRF "PEISER MANKIN"
DRAINAGE EASEMENT
16,114 SF
0.370 AC
TEMPORARY CONSTRUCTION EASEMENT
26,989 SF
0.620 AC
474.44'
S 23°13'08" E 60.00'
N 66°46'52" E 268.57'
N 66°46'52" E 85.50'
S 23°13'08" E 2.00'
BLUE STAR ALLEN LAND, L.P.
243.808 AC
PARCEL IV
DOC. NO. 2011-60030
O.P.R.D.C.T.
P.O.B.
N 66°46'52" E
N 23°13'08" W 60.00'
N 66°46'52" E 268.57'
S 66°46'52" W 268.57'
N 23°13'08" W 2.00'
5/8" CIRF "TNP"
188.25'
N 52°54'23" E
N 66°46'52" E 328.35'
R.O.W. DEDICATION
1.344 ACRE
DOC. NO. 2020-166977
O.P.R.D.C.T.
BLOCK A, LOT 6
PROSPER CENTER
DOC. NO. 2018-243
O.P.R.D.C.T.
5/8" CIRF "KHA"
PROSPER PROFESSIONAL CENTRE, LLC
DOC. NO. 2019-83405
O.P.R.D.C.T.
N 23°13'08" W 26.86'
N 66°46'52" E 76.15'
BLOCK A, LOT 7
PROSPER CENTER
DOC. NO. 2018-243
O.P.R.D.C.T.
R.O.W. DEDICATION
0.255 ACRE
DOC. NO. 2015-242, O.P.R.D.C.T.
VOL. 2015, PG. 344, P.R.C.C.T.
1/2" IRF
FOUND 60D NAIL
FISHTRAP ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
VILLAGE PARK LN.
BLOCK A, LOT 8
PROSPER CENTER
DOC. NO. 2019-335
O.P.R.D.C.T.
STATE OF TEXAS
REGISTERED
BRIAN J. MADDOX
5430
PROFESSIONAL LAND SURVEYOR
Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021
EXHIBIT "B"
DRAINAGE EASEMENT
16,114 SF OR 0.370 AC
TEMPORARY CONSTRUCTION EASEMENT
26,989 SF OR 0.620 AC
A TRACT OF LAND SITUATED IN THE
L. NETHERLY SURVEY, ABSTRACT NO. 962,
TOWN OF PROSPER, DENTON COUNTY, TEXAS
PORTION OF A TRACT OF LAND TO BLUE STAR ALLEN LAND, L.P.
RECORDED IN DOCUMENT NUMBER 2011-60030
OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS.
teague nall & perkins
820 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
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T.B.P.L.S. Firm No. 10194381
Project No. PRO 19546
PAGE 2 OF 2

EXHIBIT 2

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
77,745 SQUARE FEET, OR 1.785 ACRES

BEING a tract of land situated in the L. Netherly Survey, Abstract Number 962, Denton County, Texas and being a portion of a 22.270 acre tract of land to Quorum Legacy Partners, L.P. as recorded in Document Number 2007-91811 of the Official Public records of Denton County, Texas and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found found lying on the south side of Fishtrap Road for the southeast corner of said 22.270 acre tract and lying on the west line of a 100.849 acre tract of a land to Blue Star Allen Land, L.P. called Parcel I, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas;

THENCE South 66 degrees 46 minutes 52 seconds West along the south line of said 22.270 acre tract, a distance of 899.09 feet to a 1/2 inch iron rod with cap stamped "PEISER MANKIN" found for the southwest corner of said 22.270 acre tract and the southeast corner of a 243.808 acre tract of land to Blue Star Allen as recorded in Document Number 2011-60030 of the Official Public records of Collin County, Texas;

THENCE North 23 degrees 10 minutes 59 seconds West along the common line of said 22.270 acre tract and said 243.808 acre tract, a distance of 75.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE departing said common line and through the interior of said 22.270 acre tract the following courses and distances;

North 66 degrees 46 minutes 52 seconds East, a distance of 121.77 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1055.00 feet, a central angle of 08 degrees 51 minutes 51 seconds, an arc length of 163.22 feet, a chord bearing of North 62 degrees 20 minutes 43 seconds East, a distance of 163.06 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 1145.00 feet, a central angle of 13 degrees 17 minutes 55 seconds, an arc length of 265.76 feet, a chord bearing of North 64 degrees 33 minutes 45 seconds East, a distance of 265.17 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 71 degrees 06 minutes 26 seconds East, a distance of 149.58 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1155.00 feet, a central angle of 05 degrees 57 minutes 10 seconds, an arc length of 120.00 feet, a chord bearing of North 81 degrees 37 minutes 45 seconds East, a distance of 119.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 42 degrees 48 minutes 38 seconds East, a distance of 44.21 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 00 degrees 16 minutes 18 seconds East, a distance of 23.66 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 89 degrees 43 minutes 42 seconds East, a distance of 70.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying in Legace Drive on the east line of said 22.270 acre tract and the west line of previously mentioned 100.849 acre tract;

THENCE South 00 degrees 16 minutes 18 seconds West along the common line of said 22.270 acre tract and said 100.849 acre tract, a distance of 73.72 feet to the POINT OF BEGINNING containing 77,745 square feet, or 1.785 acres of land.

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T.B.P.L.S. Firm No. 10194381

Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

PAGE 1 OF 3

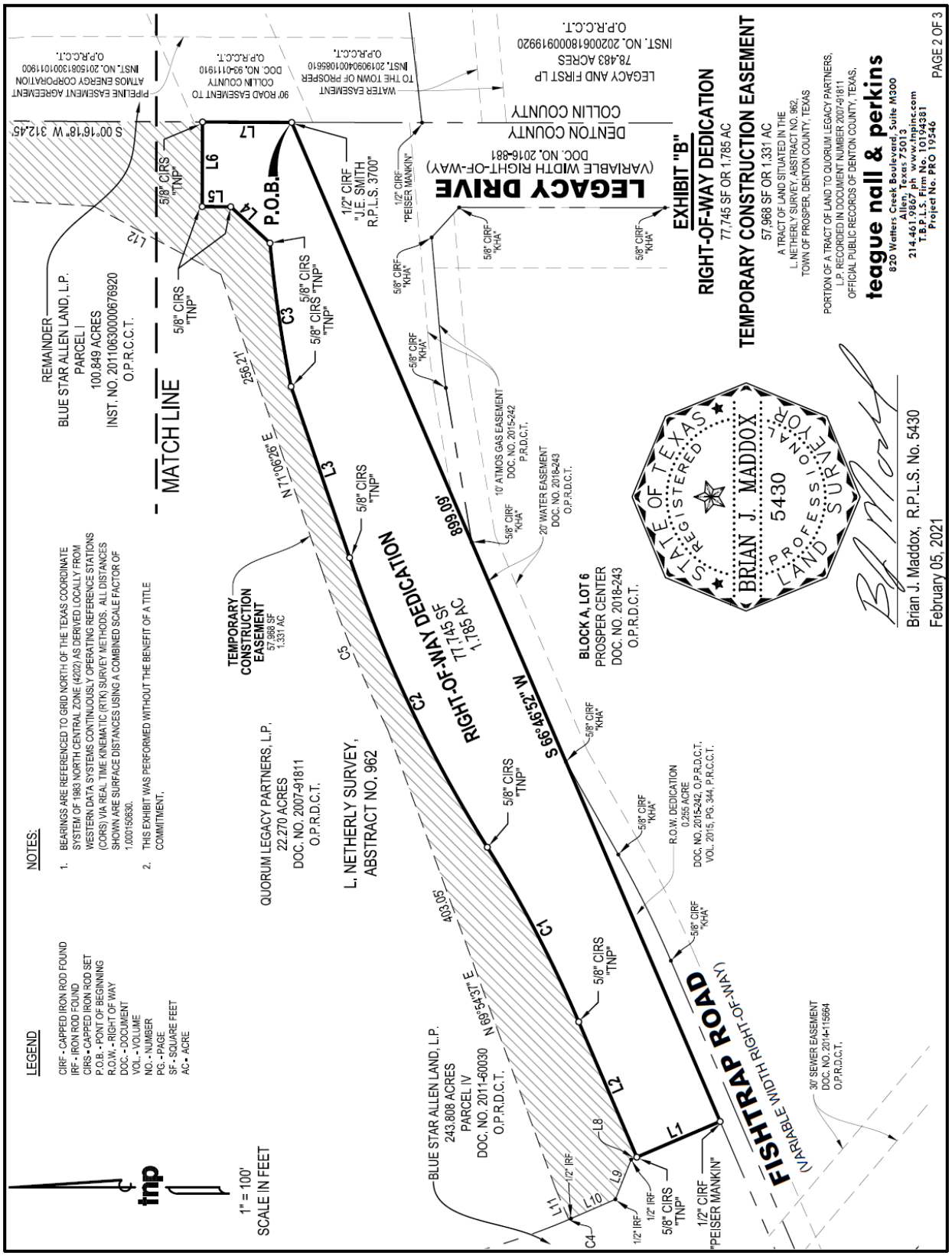
EXHIBIT "B"
RIGHT-OF-WAY DEDICATION
77,745 SF OR 1.785 AC
TEMPORARY CONSTRUCTION EASEMENT
57,968 SF OR 1.331 AC
A TRACT OF LAND SITUATED IN THE
L. NETHERLY SURVEY, ABSTRACT NO. 962,
TOWN OF PROSPER, DENTON COUNTY, TEXAS
PORTION OF A TRACT OF LAND TO QUORUM LEGACY PARTNERS,
L.P. RECORDED IN DOCUMENT NUMBER 2007-91811
OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS,
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820 Walters Creek Boulevard, Suite M300
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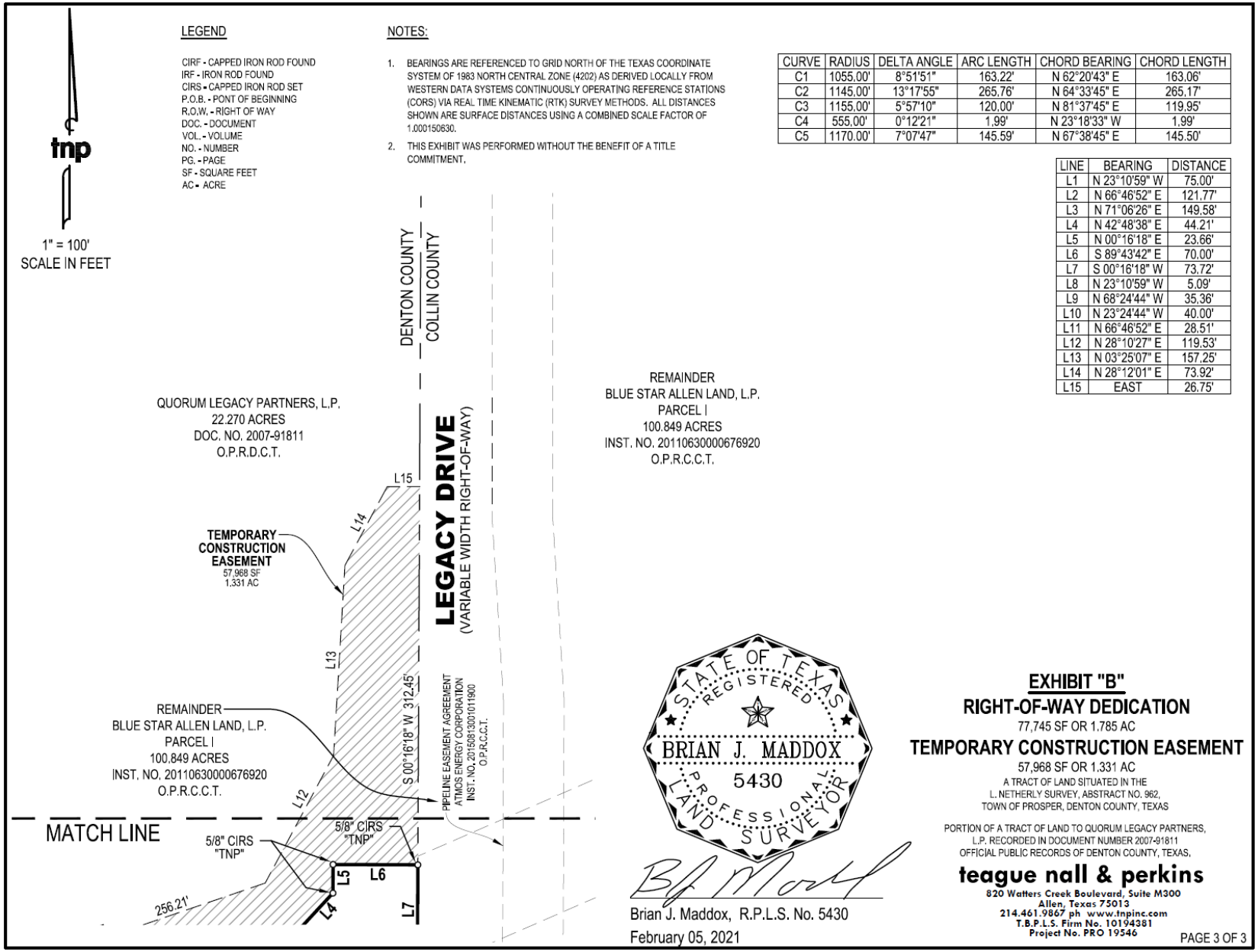
T.B.P.L.S. Firm No. 10194381
Project No. PRO 19546
PAGE 2 OF 3
LEGACY DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
DOC. NO. 2016-881
DENTON COUNTY
COLLIN COUNTY
LEGACY AND FIRST LP
78.483 ACRES
INST. NO. 20200618000919920
O.P.R.C.C.T.
WATER EASEMENT
TO THE TOWN OF PROSPER
INST. 20190904001085610
O.P.R.C.C.T.
90' ROAD EASEMENT TO
COLLIN COUNTY
DOC. NO. 93-0111910
O.P.R.C.C.T.
PIPELINE EASEMENT AGREEMENT
ATMOS ENERGY CORPORATION
INST. NO. 20150813001011900
O.P.R.C.C.T.
S 00°16'18" W 312.45'
MATCH LINE
REMAINDER
BLUE STAR ALLEN LAND, L.P.
PARCEL I
100.849 ACRES
INST. NO. 20110630000676920
O.P.R.C.C.T.
P.O.B.
1/2" CIRF
"J.E. SMITH
R.P.L.S. 3700"
1/2" CIRF
"PEISER MANKIN"
5/8" CIRS
"TNP"
5/8" CIRF
"KHA"
L1
L2
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
C1
C2
C3
C4
C5
256.21'
N 71°06'26" E
899.09'
S 66°46'52" W
403.05'
N 69°54'37" E
TEMPORARY
CONSTRUCTION
EASEMENT
57,968 SF
1.331 AC
QUORUM LEGACY PARTNERS, L.P.
22.270 ACRES
DOC. NO. 2007-91811
O.P.R.D.C.T.
L. NETHERLY SURVEY,
ABSTRACT NO. 962
RIGHT-OF-WAY DEDICATION
77,745 SF
1.785 AC
10' ATMOS GAS EASEMENT
DOC. NO. 2015-242
P.R.D.C.T.
20' WATER EASEMENT
DOC. NO. 2018-243
O.P.R.D.C.T.
BLOCK A, LOT 6
PROSPER CENTER
DOC. NO. 2018-243
O.P.R.D.C.T.
R.O.W. DEDICATION
0.255 ACRE
DOC. NO. 2015-242, O.P.R.D.C.T.
VOL. 2015, PG. 344, P.R.C.C.T.
BLUE STAR ALLEN LAND, L.P.
243.808 ACRES
PARCEL IV
DOC. NO. 2011-60030
O.P.R.D.C.T.
FISHTRAP ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
30' SEWER EASEMENT
DOC. NO. 2014-115664
O.P.R.D.C.T.
1/2" CIRF
"PEISER MANKIN"
5/8" CIRS
"TNP"
1/2" IRF
STATE OF TEXAS
REGISTERED
BRIAN J. MADDOX
5430
PROFESSIONAL
LAND SURVEYOR
Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021
NOTES:
1. BEARINGS ARE REFERENCED TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) AS DERIVED LOCALLY FROM WESTERN DATA SYSTEMS CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) SURVEY METHODS. ALL DISTANCES SHOWN ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.00015063O.
2. THIS EXHIBIT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
LEGEND
CIRF - CAPPED IRON ROD FOUND
IRF - IRON ROD FOUND
CIRS - CAPPED IRON ROD SET
P.O.B. - POINT OF BEGINNING
R.O.W. - RIGHT OF WAY
DOC. - DOCUMENT
VOL. - VOLUME
NO. - NUMBER
PG. - PAGE
SF - SQUARE FEET
AC - ACRE
1" = 100'
SCALE IN FEET



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1055.00'	8°51'51"	163.22'	N 62°20'43" E	163.06'
C2	1145.00'	13°17'55"	265.76'	N 64°33'45" E	265.17'
C3	1155.00'	5°57'10"	120.00'	N 81°37'45" E	119.95'
C4	555.00'	0°12'21"	1.99'	N 23°18'33" W	1.99'
C5	1170.00'	7°07'47"	145.59'	N 67°38'45" E	145.50'

LINE	BEARING	DISTANCE
L1	N 23°10'59" W	75.00'
L2	N 66°46'52" E	121.77'
L3	N 71°06'26" E	149.58'
L4	N 42°48'38" E	44.21'
L5	N 00°16'18" E	23.66'
L6	S 89°43'42" E	70.00'
L7	S 00°16'18" W	73.72'
L8	N 23°10'59" W	5.09'
L9	N 68°24'44" W	35.36'
L10	N 23°24'44" W	40.00'
L11	N 66°46'52" E	28.51'
L12	N 28°10'27" E	119.53'
L13	N 03°25'07" E	157.25'
L14	N 28°12'01" E	73.92'
L15	EAST	26.75'

STATE OF TEXAS
REGISTERED
BRIAN J. MADDOX
5430
PROFESSIONAL
LAND SURVEYOR

Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

EXHIBIT "B"

RIGHT-OF-WAY DEDICATION

77,745 SF OR 1.785 AC

TEMPORARY CONSTRUCTION EASEMENT

57,968 SF OR 1.331 AC

A TRACT OF LAND SITUATED IN THE
L. NETHERLY SURVEY, ABSTRACT NO. 962,
TOWN OF PROSPER, DENTON COUNTY, TEXAS

PORTION OF A TRACT OF LAND TO QUORUM LEGACY PARTNERS, L.P. RECORDED IN DOCUMENT NUMBER 2007-91811 OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS.

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Project No. PRO 19546

PAGE 3 OF 3

EXHIBIT 3

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
185,055 SQUARE FEET, OR 4.248 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 100.849 acre tract of land to Blue Star Allen Land, L.P. called Parcel I, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found found lying on the north side of Fishtrap Road on the south line of a 10.60 acre tract of land to Blue Star Allen Land, L.P. as recorded in Instrument Number 20190130000090120 of the Official Public records of Collin County, Texas for the northeast corner of said 100.849 acre tract said point also being the northwest corner of a 50.02 acre tract of land to The Richard J. & Sandra Sue Bontke Revocable Trust as recorded in Instrument Number 20160311000294980 of the Official Public records of Collin County, Texas;

THENCE South 00 degrees 06 minutes 02 seconds West along the common line of said 100.849 acre tract and said 50.02 acre tract, a distance of 91.56 feet to a 5/8 inch iron rod with cap stamped "TNP" set on the south side of said Fishtrap Road for the northeast corner of a 78.483 acre tract of land to Legacy and First LP as recorded in Instrument Number 20200618000919920 of the Official Public records of Collin County, Texas at the beginning of a non-tangent curve to the left from which a 1/2 inch iron rod with cap stamped "Peiser Mankin" Found bears North 72 degrees 13 minutes 03 seconds East, a distance of 0.48 feet;

THENCE with said curve to the left along the north line of said 78.483 acre tract having a radius of 1145.00 feet, a central angle of 32 degrees 43 minutes 03 seconds, an arc length of 653.83 feet, a chord bearing of South 56 degrees 41 minutes 00 seconds West, a distance of 644.98 feet to a 1/2 inch iron rod with cap stamped "Peiser Mankin" found for corner at the beginning of a reverse curve to the right;

THENCE with said reverse curve to the right continuing along the north line of said 78.483 acre tract having a radius of 1145.00 feet, a central angle of 42 degrees 59 minutes 33 seconds, an arc length of 859.16 feet, a chord bearing of South 61 degrees 49 minutes 14 seconds West, a distance of 839.15 feet to a 1/2 inch iron rod with cap stamped "Peiser Mankin" found for corner;

THENCE South 83 degrees 19 minutes 01 seconds West continuing along the north line of said 78.483 acre tract, a distance of 370.49 feet to a 1/2 inch iron rod with cap stamped "Peiser Mankin" found lying on the west line of said 100.849 acre tract for the northwest corner of said 78.483 acre tract;

THENCE North 00 degrees 06 minutes 19 seconds East along the west line of said 100.849 acre tract, a distance of 107.84 feet to a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found for the southeast corner of a 22.270 acre tract of land to Quorum Legacy Partners as recorded in Document Number 2007-91811 of the Official Public records of Denton County, Texas;

THENCE North 00 degrees 16 minutes 18 seconds East continuing along the west line of said 100.849 acre tract and the east line of said 22.270 acre tract, a distance of 73.72 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE departing the common line of said 100.849 acre tract and said 22.270 acre tract and through the interior of said 100.849 acre tract the following courses and distances;

South 89 degrees 43 minutes 42 seconds East, a distance of 70.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 45 degrees 54 minutes 21 seconds East, a distance of 52.94 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 89 degrees 05 minutes 39 seconds East, a distance of 181.01 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 85 degrees 40 minutes 54 seconds East, a distance of 113.08 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

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T.B.P.L.S. Firm No. 10194381

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
185,055 SQUARE FEET, OR 4.248 ACRES

With said curve to the left having a radius of 1055.00 feet, a central angle of 40 degrees 32 minutes 04 seconds, an arc length of 746.37 feet, a chord bearing of North 60 degrees 35 minutes 29 seconds East, a distance of 730.90 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 1235.00 feet, a central angle of 33 degrees 37 minutes 28 seconds, an arc length of 724.77 feet, a chord bearing of North 57 degrees 08 minutes 12 seconds East, a distance of 714.41 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the north line of said 100.849 acre tract and the south line of previously mentioned 10.60 acre tract;

THENCE South 89 degrees 23 minutes 15 seconds East along the common line of said 100.849 acre tract and said 10.60 acre tract, a distance of 7.67 feet to the POINT OF BEGINNING containing 185,055 square feet, or 4.248 acres of land.

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T.B.P.L.S. Firm No. 10194381

Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

EXHIBIT "B"

DRAINAGE EASEMENT
9,641 SQUARE FEET, OR 0.221 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 100.849 acre tract of land to Blue Star Allen Land, L.P. called Parcel I, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point in the interior of said 100.849 acre tract lying on the proposed north right-of-way of Fishtrap Road from which a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found found lying on the north side of Fishtrap Road on the south line of a 10.60 acre tract of land to Blue Star Allen Land, L.P. as recorded in Instrument Number 20190130000090120 of the Official Public records of Collin County, Texas for the northeast corner of said 100.849 acre tract said point also being the northwest corner of a 50.02 acre tract of land to The Richard J. & Sandra Sue Bontke Revocable Trust as recorded in Instrument Number 20160311000294980 of the Official Public records of Collin County, Texas bears North 65 degrees 56 minutes 00 seconds East, a distance of 1726.31 feet;

THENCE North 00 degrees 16 minutes 18 seconds East departing the proposed north right-of-way of said Fishtrap Road and through the interior of said 100.849 acre tract, a distance of 7.81 feet to a point for corner;

THENCE North 89 degrees 05 minutes 39 seconds East continuing through the interior of said 100.849 acre tract, a distance of 228.29 feet to a point for corner;

THENCE South 00 degrees 54 minutes 21 seconds East continuing through the interior of said 100.849 acre tract, a distance of 46.16 feet to a point for corner lying on the proposed north right-of-way of said Fishtrap Road;

THENCE North 85 degrees 40 minutes 54 seconds West along the proposed north right-of-way of said Fishtrap Road and continuing through the interior of said 100.849 acre tract, a distance of 10.04 feet to a point for corner;

THENCE South 89 degrees 05 minutes 39 seconds West continuing along the proposed north right-of-way of said Fishtrap Road and continuing through the interior of said 100.849 acre tract, a distance of 181.01 feet to a point for corner;

THENCE North 45 degrees 54 minutes 21 seconds West continuing along the proposed north right-of-way of said Fishtrap Road and continuing through the interior of said 100.849 acre tract, a distance of 52.94 feet to the POINT OF BEGINNING containing 9,641 square feet, or 0.221 of an acre of land.

LINE	BEARING	DISTANCE
L1	S 00°06'02" W	91.56'
L2	S 83°19'01" W	370.49'
L3	N 00°06'19" E	107.84'
L4	N 00°16'18" E	73.72'
L5	S 89°43'42" E	70.00'
L6	S 45°54'21" E	52.94'
L7	N 89°05'39" E	181.01'
L8	S 85°40'54" E	113.08'
L9	S 89°23'15" E	7.67'
L10	N 00°16'18" E	7.81'
L11	N 89°05'39" E	228.29'
L12	S 00°54'21" E	46.16'
L13	N 85°40'54" W	10.04'
L14	N 00°16'18" E	312.45'
L15	EAST	21.14'
L16	S 07°53'56" E	213.49'
L17	S 89°46'29" E	210.35'
L18	S 61°10'07" E	215.06'
L19	N 30°29'46" W	15.00'
L20	S 25°44'15" E	15.00'
L21	S 89°23'15" E	93.61'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1145.00'	32°43'03"	653.83'	S 56°41'00" W	644.98'
C2	1145.00'	42°59'33"	859.16'	S 61°49'14" W	839.15'
C3	1055.00'	40°32'04"	746.37'	N 60°35'29" E	730.90'
C4	1235.00'	33°37'28"	724.77'	N 57°08'12" E	714.41'
C5	1025.00'	37°27'52"	670.23'	N 59°02'16" E	658.35'
C6	1265.00'	19°11'54"	423.87'	N 49°54'17" E	421.89'
C7	1280.00'	4°45'32"	106.31'	N 61°52'59" E	106.28'
C8	1265.00'	5°37'31"	124.20'	N 67°04'31" E	124.15'

teague nall & perkins
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T.B.P.L.S. Firm No. 10194381

Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

PAGE 3 OF 4

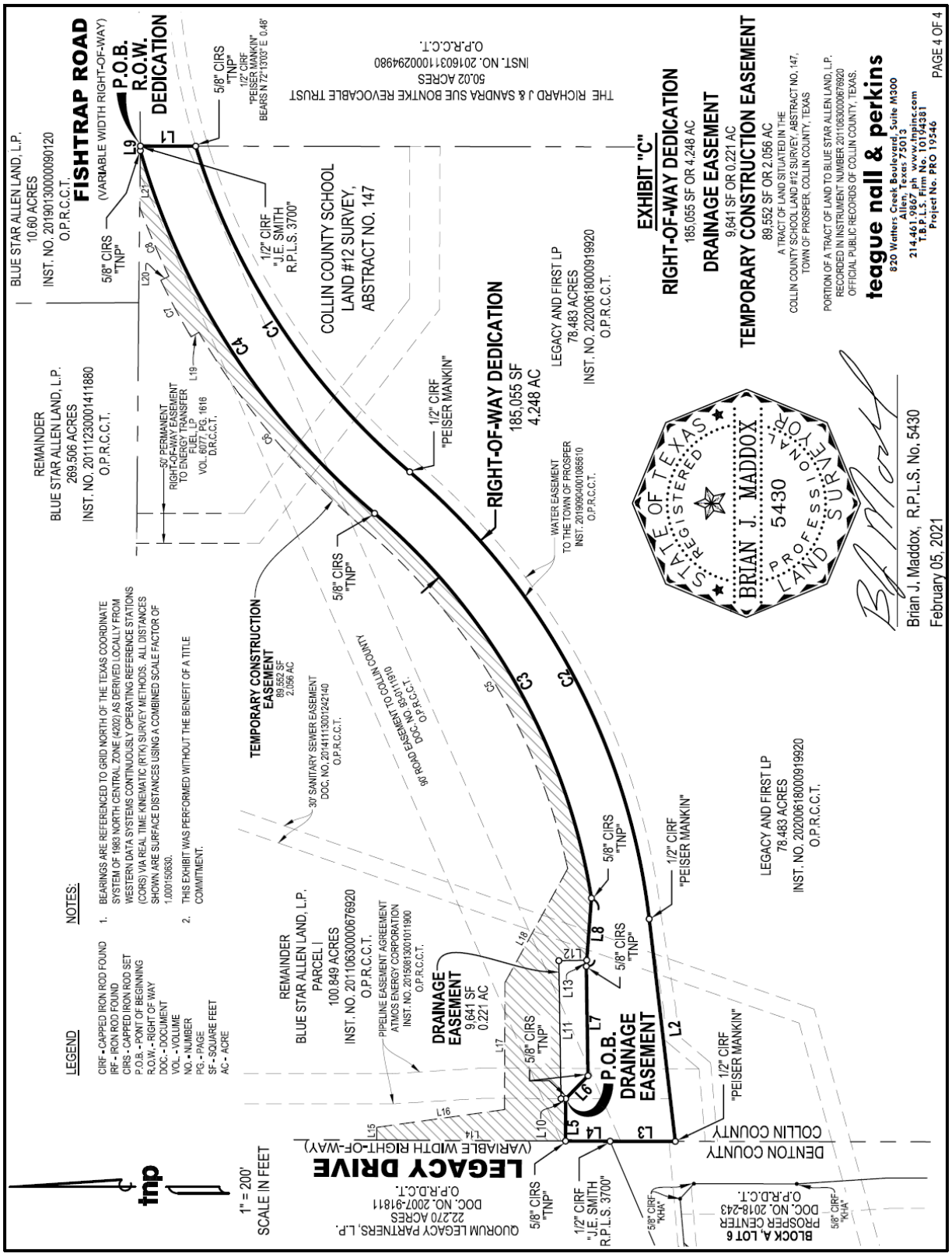
FISHTRAP ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
P.O.B. R.O.W. DEDICATION
BLUE STAR ALLEN LAND, L.P.
10.60 ACRES
INST. NO. 20190130000090120
O.P.R.C.C.T.
REMAINDER
BLUE STAR ALLEN LAND, L.P.
269.506 ACRES
INST. NO. 20111230001411880
O.P.R.C.C.T.
COLLIN COUNTY SCHOOL
LAND #12 SURVEY,
ABSTRACT NO. 147
THE RICHARD J & SANDRA SUE BONTKE REVOCABLE TRUST
50.02 ACRES
INST. NO. 20160311000294980
O.P.R.C.C.T.
RIGHT-OF-WAY DEDICATION
185,055 SF
4.248 AC
LEGACY AND FIRST LP
78.483 ACRES
INST. NO. 20200618000919920
O.P.R.C.C.T.
EXHIBIT "C"
RIGHT-OF-WAY DEDICATION
185,055 SF OR 4.248 AC
DRAINAGE EASEMENT
9,641 SF OR 0.221 AC
TEMPORARY CONSTRUCTION EASEMENT
89,552 SF OR 2.056 AC
A TRACT OF LAND SITUATED IN THE
COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PORTION OF A TRACT OF LAND TO BLUE STAR ALLEN LAND, L.P.
RECORDED IN INSTRUMENT NUMBER 20110630000676920
OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.
teague nall & perkins
820 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph www.tnpinc.com
T.B.P.L.S. Firm No. 10194381
Project No. PRO 19546
PAGE 4 OF 4
STATE OF TEXAS
REGISTERED
BRIAN J. MADDOX
5430
PROFESSIONAL
LAND SURVEYOR
Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021
LEGEND
CIRF - CAPPED IRON ROD FOUND
IRF - IRON ROD FOUND
CIRS - CAPPED IRON ROD SET
P.O.B. - PONT OF BEGINNING
R.O.W. - RIGHT OF WAY
DOC. - DOCUMENT
VOL. - VOLUME
NO. - NUMBER
PG. - PAGE
SF - SQUARE FEET
AC - ACRE
NOTES:
1. BEARINGS ARE REFERENCED TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) AS DERIVED LOCALLY FROM WESTERN DATA SYSTEMS CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) SURVEY METHODS. ALL DISTANCES SHOWN ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.000150630.
2. THIS EXHIBIT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
TEMPORARY CONSTRUCTION EASEMENT
89,552 SF
2.056 AC
30' SANITARY SEWER EASEMENT
DOC. NO. 20141113001242140
O.P.R.C.C.T.
90' ROAD EASEMENT TO COLLIN COUNTY
DOC. NO. 93-0111910
O.P.R.C.C.T.
REMAINDER
BLUE STAR ALLEN LAND, L.P.
PARCEL I
100.849 ACRES
INST. NO. 20110630000676920
O.P.R.C.C.T.
PIPELINE EASEMENT AGREEMENT
ATMOS ENERGY CORPORATION
INST. NO. 20150813001011900
O.P.R.C.C.T.
DRAINAGE EASEMENT
9,641 SF
0.221 AC
P.O.B. DRAINAGE EASEMENT
LEGACY AND FIRST LP
78.483 ACRES
INST. NO. 20200618000919920
O.P.R.C.C.T.
LEGACY DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
QUORUM LEGACY PARTNERS, L.P.
22.270 ACRES
DOC. NO. 2007-91811
O.P.R.D.C.T.
BLOCK A, LOT 6
PROSPER CENTER
DOC. NO. 2018-243
O.P.R.D.C.T.
DENTON COUNTY
COLLIN COUNTY
1" = 200'
SCALE IN FEET
tnp

EXHIBIT 4

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
7,201 SQUARE FEET, OR 0.165 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 78.483 acre tract of land to Legacy and First LP as recorded in Instrument Number 20200618000919920 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod with cap stamped "Peiser Mankin" found for the northwest corner of said 78.483 acre tract from which a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found lying on the south line of Fishtrap Road for the southeast corner of a 22.270 acre tract of land to Quorum Legacy Partners as recorded in Document Number 2007-91811 of the Official Public records of Denton County, Texas bears North 00 degrees 06 minutes 19 seconds East, a distance of 107.84 feet;

THENCE North 83 degrees 19 minutes 01 seconds East along the north line of said 78.483 acre tract, a distance of 370.49 feet to a 1/2 inch iron rod with cap stamped "Peiser Mankin" found for corner at the beginning of a curve to the left;

THENCE with said curve to the left continuing along the north line of said 78.483 acre tract having a radius of 1145.00 feet, a central angle of 26 degrees 39 minutes 57 seconds, an arc length of 532.89 feet, a chord bearing of North 69 degrees 59 minutes 02 seconds East, a distance of 528.09 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE departing the north line of said 78.483 acre tract and through the interior of same the following courses and distances;

South 56 degrees 29 minutes 01 seconds West, a distance of 25.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1112.00 feet, a central angle of 27 degrees 41 minutes 04 seconds, an arc length of 537.30 feet, a chord bearing of South 70 degrees 41 minutes 49 seconds West, a distance of 532.09 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 79 degrees 00 minutes 06 seconds West, a distance of 144.30 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 89 degrees 05 minutes 39 seconds West, a distance of 104.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 44 degrees 05 minutes 39 seconds West, a distance of 35.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 89 degrees 54 minutes 21 seconds West, a distance of 69.94 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the west line of said 78.483 acre tract;

THENCE North 00 degrees 06 minutes 19 seconds East along the west line of said 78.483 acre tract, a distance of 20.40 feet to the POINT OF BEGINNING containing 7,201 square feet, or 0.165 of an acre of land.

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February 05, 2021

PAGE 1 OF 5

EXHIBIT "B"

DRAINAGE EASEMENT
#1 = 14,121 SQUARE FEET, OR 0.324 ACRES
#2 = 120 SQUARE FEET, OR 0.003 ACRES
#3 = 154 SQUARE FEET, OR 0.004 ACRES
#4 = 98 SQUARE FEET, OR 0.002 ACRES

DRAINAGE EASEMENT #1

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 78.483 acre tract of land to Legacy and First LP as recorded in Instrument Number 20200618000919920 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point in the interior of said 78.483 acre tract lying on the proposed south right-of-way of Fishtrap Road from which a 1/2 inch iron rod with cap stamped "Peiser Mankin" found for the northwest corner of said 78.483 acre tract bears North 73 degrees 38 minutes 30 seconds West, a distance of 72.85 feet;

THENCE along the proposed south right-of-way of said Fishtrap Road and through the interior of said 78.483 acre tract the following courses and distances;

North 44 degrees 05 minutes 39 seconds East, a distance of 35.00 feet to a point for corner;

North 89 degrees 05 minutes 39 seconds East, a distance of 104.68 feet to a point for corner;

North 79 degrees 00 minutes 06 seconds East, a distance of 144.30 feet to a point for corner;

THENCE departing the proposed south right-of-way of said Fishtrap Road and continuing through the interior of said 78.483 acre tract the following courses and distances;

South 69 degrees 42 minutes 00 seconds West, a distance of 41.57 feet to a point for corner;

South 00 degrees 54 minutes 21 seconds East, a distance of 40.21 feet to a point for corner;

South 75 degrees 15 minutes 18 seconds West, a distance of 240.34 feet to a point for corner;

North 00 degrees 05 minutes 39 seconds East, a distance of 61.47 feet to the POINT OF BEGINNING containing 14,121 square feet, or 0.324 of an acre of land.

DRAINAGE EASEMENT #2

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 78.483 acre tract of land to Legacy and First LP as recorded in Instrument Number 20200618000919920 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point in the interior of said 78.483 acre tract lying on the proposed south right-of-way of Fishtrap Road at the beginning of a curve to the left from which a 1/2 inch iron rod with cap stamped "Peiser Mankin" found for the northwest corner of said 78.483 acre tract bears South 81 degrees 37 minutes 21 seconds West, a distance of 595.60 feet;

THENCE with said curve to the left along the proposed south right-of-way of said Fishtrap Road and through the interior of said 78.483 acre tract having a radius of 1112.00 feet, a central angle of 00 degrees 42 minutes 57 seconds, an arc length of 13.89 feet, a chord bearing of North 71 degrees 03 minutes 09 seconds East, a distance of 13.89 feet to a point for corner;

THENCE South 19 degrees 18 minutes 19 seconds East departing the proposed south right-of-way of said Fishtrap Road and continuing through the interior of said 78.483 acre tract, a distance of 8.59 feet to a point for corner;

THENCE South 70 degrees 41 minutes 42 seconds West continuing through the interior of said 78.483 acre tract, a distance of 14.00 feet to a point for corner;

THENCE North 18 degrees 35 minutes 22 seconds West continuing through the interior of said 78.483 acre tract, a distance of 8.68 feet to the POINT OF BEGINNING containing 120 square feet, or 0.003 of an acre of land.

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EXHIBIT "B"

DRAINAGE EASEMENT #3

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 78.483 acre tract of land to Legacy and First LP as recorded in Instrument Number 20200618000919920 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point lying on the north line of said 78.483 acre tract lying on the proposed south right-of-way of Fishtrap Road at the beginning of a curve to the left from which a 1/2 inch iron rod with cap stamped "Peiser Mankin" found for the northwest corner of said 78.483 acre tract bears South 73 degrees 31 minutes 26 seconds West, a distance of 979.56 feet;

THENCE with said curve to the left along the proposed south right-of-way of said Fishtrap Road same being the north line of said 78.483 acre tract having a radius of 1145.00 feet, a central angle of 00 degrees 42 minutes 02 seconds, an arc length of 14.00 feet, a chord bearing of North 51 degrees 40 minutes 10 seconds East, a distance of 14.00 feet to a point for corner;

THENCE departing the proposed south right-of-way of said Fishtrap Road same being the north line of said 78.483 acre tract and through the interior of same the following courses and distances;

South 38 degrees 01 minutes 16 seconds East, a distance of 11.00 feet to a point for corner;

South 51 degrees 37 minutes 43 seconds West, a distance of 14.00 feet to a point for corner;

North 38 degrees 01 minutes 16 seconds West, a distance of 11.01 feet to the POINT OF BEGINNING containing 154 square feet, or 0.004 of an acre of land.

DRAINAGE EASEMENT #4

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 78.483 acre tract of land to Legacy and First LP as recorded in Instrument Number 20200618000919920 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point lying on the north line of said 78.483 acre tract lying on the proposed south right-of-way of Fishtrap Road at the beginning of a curve to the right from which a 1/2 inch iron rod with cap stamped "Peiser Mankin" found for the northwest corner of said 78.483 acre tract bears South 64 degrees 48 minutes 06 seconds West, a distance of 1408.12 feet;

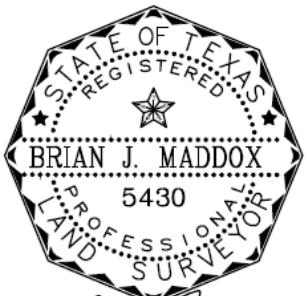
THENCE with said curve to the right along the proposed south right-of-way of said Fishtrap Road same being the north line of said 78.483 acre tract having a radius of 1145.00 feet, a central angle of 00 degrees 42 minutes 02 seconds, an arc length of 14.00 feet, a chord bearing of North 52 degrees 15 minutes 08 seconds East, a distance of 14.00 feet to a point for corner;

THENCE departing the proposed south right-of-way of said Fishtrap Road same being the north line of said 78.483 acre tract and through the interior of same the following courses and distances;

South 38 degrees 05 minutes 39 seconds East, a distance of 7.00 feet to a point for corner;

South 52 degrees 15 minutes 22 seconds West, a distance of 14.00 feet to a point for corner;

North 38 degrees 05 minutes 39 seconds West, a distance of 7.00 feet to the POINT OF BEGINNING containing 98 square feet, or 0.002 of an acre of land.



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Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

LINE	BEARING	DISTANCE
L1	S 56°29'01" W	25,68'
L2	S 79°00'06" W	144,30'
L3	S 89°05'39" W	104,68'
L4	S 44°05'39" W	35,00'
L5	N 89°54'21" W	69,94'
L6	N 00°06'19" E	20,40'
L7	S 69°42'00" W	41,57'
L8	S 00°54'21" E	40,21'
L9	N 00°05'39" E	61,47'
L10	S 19°18'19" E	8,59'
L11	S 70°41'42" W	14,00'
L12	N 18°35'22" W	8,68'
L13	S 38°01'16" E	11,00'
L14	S 51°37'43" W	14,00'
L15	N 38°01'16" W	11,01'
L16	S 38°05'39" E	7,00'
L17	S 52°15'22" W	14,00'
L18	N 38°05'39" W	7,00'
L19	S 00°08'38" W	72,18'
L20	S 89°53'41" E	112,02'
L21	N 56°51'17" E	25,77'
L22	N 00°06'02" E	41,89'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1145,00'	26°39'57"	532,89'	N 69°59'02" E	528,09'
C2	1112,00'	27°41'04"	537,30'	S 70°41'49" W	532,09'
C3	1112,00'	0°42'57"	13,89'	N 71°03'09" E	13,89'
C4	1145,00'	0°42'02"	14,00'	N 51°40'10" E	14,00'
C5	1145,00'	0°42'02"	14,00'	N 52°15'08" E	14,00'
C6	1152,00'	7°06'19"	142,86'	N 60°24'27" E	142,77'
C7	1184,94'	16°18'37"	337,31'	N 48°27'37" E	336,18'
C8	1105,00'	32°06'14"	619,15'	N 56°21'27" E	611,09'
C9	1145,00'	20°26'22"	408,46'	S 62°49'20" W	406,30'
C10	1145,00'	11°34'38"	231,36'	S 46°06'48" W	230,97'
C11	1145,00'	10°59'42"	219,73'	S 45°49'18" W	219,39'
C12	1145,00'	4°37'52"	92,55'	S 54°20'08" W	92,52'

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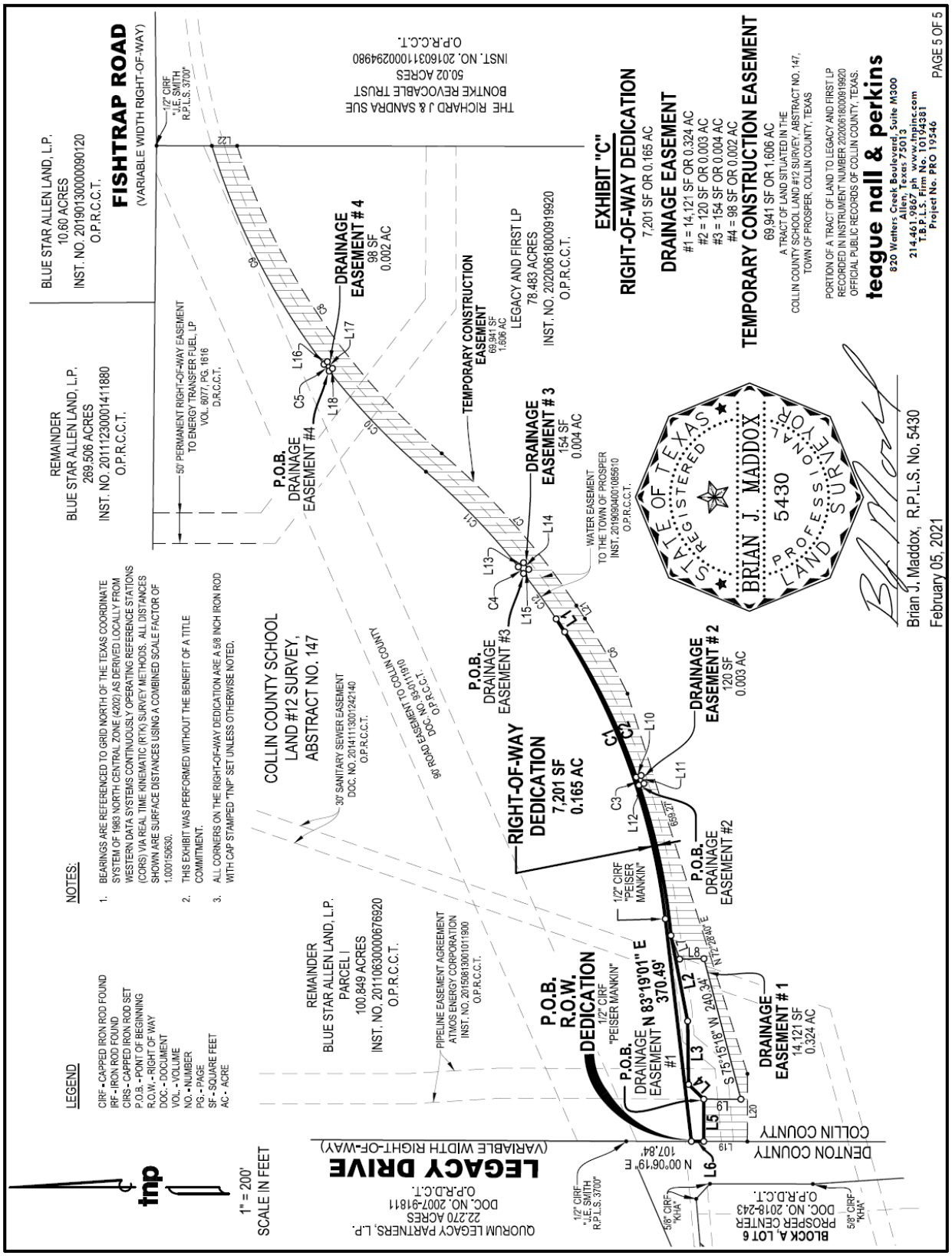
EXHIBIT "C"
RIGHT-OF-WAY DEDICATION
7,201 SF OR 0.165 AC
DRAINAGE EASEMENT
#1 = 14,121 SF OR 0.324 AC
#2 = 120 SF OR 0.003 AC
#3 = 154 SF OR 0.004 AC
#4 = 98 SF OR 0.002 AC
TEMPORARY CONSTRUCTION EASEMENT
69,941 SF OR 1.606 AC
A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147, TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PORTION OF A TRACT OF LAND TO LEGACY AND FIRST LP RECORDED IN INSTRUMENT NUMBER 20200618000919920 OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.
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Project No. PRO 19546
PAGE 5 OF 5
STATE OF TEXAS
REGISTERED
BRIAN J. MADDOX
5430
PROFESSIONAL
LAND SURVEYOR
Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021
FISHTRAP ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
BLUE STAR ALLEN LAND, L.P.
10.60 ACRES
INST. NO. 20190130000090120
O.P.R.C.C.T.
THE RICHARD J & SANDRA SUE BONTKE REVOCABLE TRUST
50.02 ACRES
INST. NO. 20160311000294980
O.P.R.C.C.T.
REMAINDER
BLUE STAR ALLEN LAND, L.P.
269.506 ACRES
INST. NO. 20111230001411880
O.P.R.C.C.T.
50' PERMANENT RIGHT-OF-WAY EASEMENT TO ENERGY TRANSFER FUEL, LP VOL. 6077, PG. 1616 D.R.C.C.T.
DRAINAGE EASEMENT # 4
98 SF
0.002 AC
P.O.B. DRAINAGE EASEMENT #4
TEMPORARY CONSTRUCTION EASEMENT
69,941 SF
1.606 AC
LEGACY AND FIRST LP
78.483 ACRES
INST. NO. 20200618000919920
O.P.R.C.C.T.
DRAINAGE EASEMENT # 3
154 SF
0.004 AC
WATER EASEMENT TO THE TOWN OF PROSPER INST. 20190804001086610 O.P.R.C.C.T.
P.O.B. DRAINAGE EASEMENT #3
COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147
30' SANITARY SEWER EASEMENT DOC. NO. 20141113001242140 O.P.R.C.C.T.
90' ROAD EASEMENT TO COLLIN COUNTY DOC. NO. 89-0019910 O.P.R.C.C.T.
RIGHT-OF-WAY DEDICATION
7,201 SF
0.165 AC
DRAINAGE EASEMENT # 2
120 SF
0.003 AC
P.O.B. DRAINAGE EASEMENT #2
REMAINDER
BLUE STAR ALLEN LAND, L.P.
PARCEL I
100.849 ACRES
INST. NO. 20110630000676920
O.P.R.C.C.T.
PIPELINE EASEMENT AGREEMENT ATMOS ENERGY CORPORATION INST. NO. 20150813001011900 O.P.R.C.C.T.
1/2" CIRF "PEISER MANKIN"
P.O.B. R.O.W. DEDICATION
1/2" CIRF "PEISER MANKIN"
P.O.B. DRAINAGE EASEMENT #1
N 83°19'01" E 370.49
DRAINAGE EASEMENT #1
14,121 SF
0.324 AC
N 72°28'00" E
S 75°15'18" W 240.34'
N 00°06'19" E 107.84'
1/2" CIRF "J.E. SMITH R.P.L.S. 3700"
5/8" CIRF "KHA"
BLOCK A, LOT 6
PROSPER CENTER
DOC. NO. 2018-243
O.P.R.D.C.T.
LEGACY DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
DENTON COUNTY
COLLIN COUNTY
QUORUM LEGACY PARTNERS, L.P.
22.270 ACRES
DOC. NO. 20070918111
O.P.R.D.C.T.
1" = 200'
SCALE IN FEET
tnp
LEGEND
CIRF - CAPPED IRON ROD FOUND
IRF - IRON ROD FOUND
CIRS - CAPPED IRON ROD SET
P.O.B. - POINT OF BEGINNING
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NOTES:
1. BEARINGS ARE REFERENCED TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) AS DERIVED LOCALLY FROM WESTERN DATA SYSTEMS CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) SURVEY METHODS. ALL DISTANCES SHOWN ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.000150630.
2. THIS EXHIBIT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
3. ALL CORNERS ON THE RIGHT-OF-WAY DEDICATION ARE A 5/8 INCH IRON ROD WITH CAP STAMPED "TNP" SET UNLESS OTHERWISE NOTED.

EXHIBIT 5

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
6,218 SQUARE FEET, OR 0.143 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 10.60 acre tract of land to Blue Star Allen Land, L.P. as recorded in Instrument Number 20190130000090120 of the Official Public records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found found lying on the north side of Fishtrap Road on the south line said 10.60 acre tract of land for the northeast corner of a 100.849 acre tract of land to Blue Star Allen Land, L.P. called Parcel I, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas said point also being the northwest corner of a 50.02 acre tract of land to The Richard J. & Sandra Sue Bontke Revocable Trust as recorded in Instrument Number 20160311000294980 of the Official Public records of Collin County, Texas;

THENCE North 89 degrees 23 minutes 15 seconds West along the common line of said 10.60 acre tract and said 100.849 acre tract, a distance of 7.67 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a non-tangent curve to the right;

THENCE with said curve to the right through the interior of said 10.60 acre tract having a radius of 1235.00 feet, a central angle of 11 degrees 33 minutes 35 seconds, an arc length of 249.17 feet, a chord bearing of North 79 degrees 43 minutes 44 seconds East, a distance of 248.75 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the east line of said 10.60 acre tract and an interior line of a 269.506 acre tract of land to Blue Star Allen Land, L.P., as recorded in Instrument Number 20111230001411880 of the Official Public records of Collin County, Texas;

THENCE South 00 degrees 14 minutes 07 seconds East along the common line of said 10.60 acre tract and said 269.506 acre tract, a distance of 42.11 feet to a 1/2 inch iron rod found in said Fishtrap road lying on the north line of said 50.02 acre tract for the southeast corner of said 10.60 acre tract and a southerly corner of said 269.506 acre tract;

THENCE South 89 degrees 26 minutes 22 seconds West along the common line of said 10.60 acre tract and said 50.02 acre tract, a distance of 237.28 feet to the POINT OF BEGINNING containing 6,218 square feet, or 0.143 of an acre of land.

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Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

PAGE 1 OF 3

EXHIBIT "B"

DRAINAGE EASEMENT
1,502 SQUARE FEET, OR 0.034 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 10.60 acre tract of land to Blue Star Allen Land, L.P. as recorded in Instrument Number 20190130000090120 of the Official Public records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP" set at the beginning of a curve to the left on the proposed north right-of-way of Fishtrap Road lying on the west line of a 269.506 acre tract of land to Blue Star Allen Land, L.P., as recorded in Instrument Number 20111230001411880 of the Official Public records of Collin County, Texas and the east line of said 10.60 acre tract from which a 1/2 inch iron rod found in said Fishtrap road lying on the north line of a 50.02 acre tract of land to The Richard J. & Sandra Sue Bontke Revocable Trust as recorded in Instrument Number 20160311000294980 of the Official Public records of Collin County, Texas for the southeast corner of said 10.60 acre tract and a southerly corner of said 269.506 acre tract bears South 00 degrees 14 minutes 07 seconds East, a distance of 42.11 feet;

THENCE with said curve to the left along the proposed north right-of-way of said Fishtrap Road through the interior of said 10.60 acre tract, having a radius of 1235.00 feet, a central angle of 01 degrees 38 minutes 45 seconds, an arc length of 35.48 feet, a chord bearing of South 84 degrees 41 minutes 09 seconds West, a distance of 35.47 feet to a point for corner;

THENCE North 06 degrees 07 minutes 58 seconds West departing the proposed north right-of-way of said Fishtrap Road and continuing through the interior of said 10.60 acre tract, a distance of 40.00 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right continuing through the interior of said 10.60 acre tract having a radius of 1275.00 feet, a central angle of 01 degrees 46 minutes 46 seconds, an arc length of 39.60 feet, a chord bearing of North 84 degrees 45 minutes 25 seconds East, a distance of 39.60 feet to a point for corner lying on the common line of said said 269.506 acre tract and said 10.60 acre tract;

THENCE South 00 degrees 14 minutes 07 seconds East along the common line of said said 269.506 acre tract and said 10.60 acre tract, a distance of 40.11 feet to the POINT OF BEGINNING containing 1,502 square feet, or 0.034 of an acre of land.

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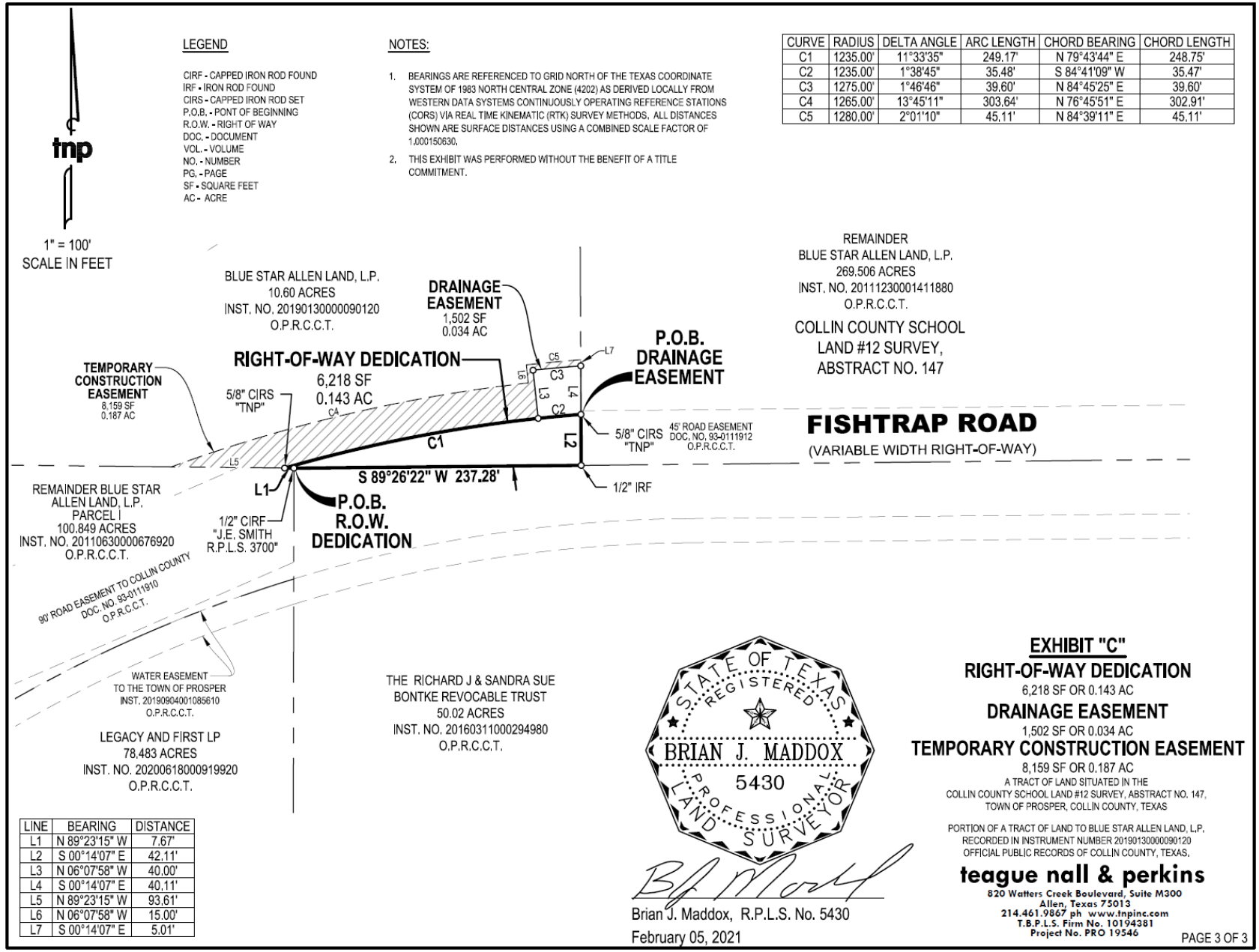
February 05, 2021



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1235.00'	11°33'35"	249.17'	N 79°43'44" E	248.75'
C2	1235.00'	1°38'45"	35.48'	S 84°41'09" W	35.47'
C3	1275.00'	1°46'46"	39.60'	N 84°45'25" E	39.60'
C4	1265.00'	13°45'11"	303.64'	N 76°45'51" E	302.91'
C5	1280.00'	2°01'10"	45.11'	N 84°39'11" E	45.11'

LINE	BEARING	DISTANCE
L1	N 89°23'15" W	7.67'
L2	S 00°14'07" E	42.11'
L3	N 06°07'58" W	40.00'
L4	S 00°14'07" E	40.11'
L5	N 89°23'15" W	93.61'
L6	N 06°07'58" W	15.00'
L7	S 00°14'07" E	5.01'

EXHIBIT 6

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
57,738 SQUARE FEET, OR 1.325 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 269.506 acre tract of land to Blue Star Allen Land, L.P., as recorded in Instrument Number 20111230001411880 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a Mag Nail set in Fishtrap Road for the southeast corner of said 269.506 acre tract, said point also being the southwest corner of a 240.153 acre tract of land to Blue Star Allen Land, L.P. called Parcel III, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas, the northeast corner of a 50.02 acre tract of land to The Richard J. & Sandra Sue Bontke Revocable Trust as recorded in Instrument Number 20160311000294980 of the Official Public records of Collin County, Texas and the northwest corner of a 188.635 acre tract of land to M.A.H.G. Partnership as recorded in Instrument Number 20100601000545080 of the Official Public records of Collin County, Texas;

THENCE South 89 degrees 26 minutes 22 seconds West along the center of said Fishtrap Road same being the common line of said 269.506 acre tract and said 50.02 acre tract, a distance of 1284.65 feet to a 1/2 inch iron rod found for the southeast corner of a 10.60 acre tract of land to Blue Star Allen Land, L.P. as recorded in Instrument Number 20190130000090120 of the Official Public records of Collin County, Texas, same being a southerly corner of said 269.506 acre tract from which a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found found lying on the north side of Fishtrap Road on the south line of said 10.60 acre tract for the northwest corner of said 50.02 acre tract and the northeast corner of a 100.849 acre tract of land to Blue Star Allen Land, L.P. called Parcel I, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas bears South 89 degrees 26 minutes 22 seconds West, a distance of 237.28 feet;

THENCE North 00 degrees 14 minutes 07 seconds West along the common line of said 10.60 acre tract and said 269.506 acre tract, a distance of 42.11 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a non-tangent curve to the right;

THENCE with said curve to the right through the interior of said 269.506 acre tract having a radius of 1235.00 feet, a central angle of 03 degrees 36 minutes 10 seconds, an arc length of 77.65 feet, a chord bearing of North 87 degrees 18 minutes 37 seconds East, a distance of 77.64 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 89 degrees 26 minutes 22 seconds East continuing through the interior of said 269.506 acre tract, a distance of 1207.57 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the east line of said 269.506 acre tract and the west line of said 240.153 acre tract;

THENCE South 00 degrees 23 minutes 10 seconds West along the common line of said 269.506 acre tract and said 240.153 acre tract, a distance of 45.00 feet to the POINT OF BEGINNING containing 57,738 square feet, or 1.325 acres of land.

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Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

PAGE 1 OF 3

EXHIBIT "B"

DRAINAGE EASEMENT
3,858 SQUARE FEET, OR 0.089 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 269.506 acre tract of land to Blue Star Allen Land, L.P., as recorded in Instrument Number 20111230001411880 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP" set on the proposed north right-of-way of Fishtrap Road lying on the east line of a 10.60 acre tract of land to Blue Star Allen Land, L.P. as recorded in Instrument Number 20190130000090120 of the Official Public records of Collin County, Texas and the west line of said 269.506 acre tract;

THENCE North 00 degrees 14 minutes 07 seconds West along the common line of said 10.60 acre tract and said 269.506 acre tract, a distance of 40.11 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right departing said common line and through the interior of said 269.506 acre tract having a radius of 1275.00 feet, a central angle of 03 degrees 47 minutes 36 seconds, an arc length of 84.41 feet, a chord bearing of North 87 degrees 32 minutes 36 seconds East, a distance of 84.40 feet to a point for corner;

THENCE North 89 degrees 26 minutes 22 seconds East continuing through the interior of said 269.506 acre tract, a distance of 11.92 feet to a point for corner;

THENCE South 00 degrees 33 minutes 36 seconds East continuing through the interior of said 269.506 acre tract, a distance of 40.01 feet to a point for corner lying on the proposed north right-of-way of said Fishtrap Road;

THENCE South 89 degrees 26 minutes 22 seconds West along the proposed north right-of-way of said Fishtrap Road and continuing through the interior of said 269.506 acre tract, a distance of 18.91 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left continuing along the proposed north right-of-way of said Fishtrap Road and continuing through the interior of said 269.506 acre tract having a radius of 1235.00 feet, a central angle of 03 degrees 36 minutes 10 seconds, an arc length of 77.65 feet, a chord bearing of South 87 degrees 18 minutes 37 seconds West, a distance of 77.64 feet to the POINT OF BEGINNING containing 3,858 square feet, or 0.089 of an acre of land.

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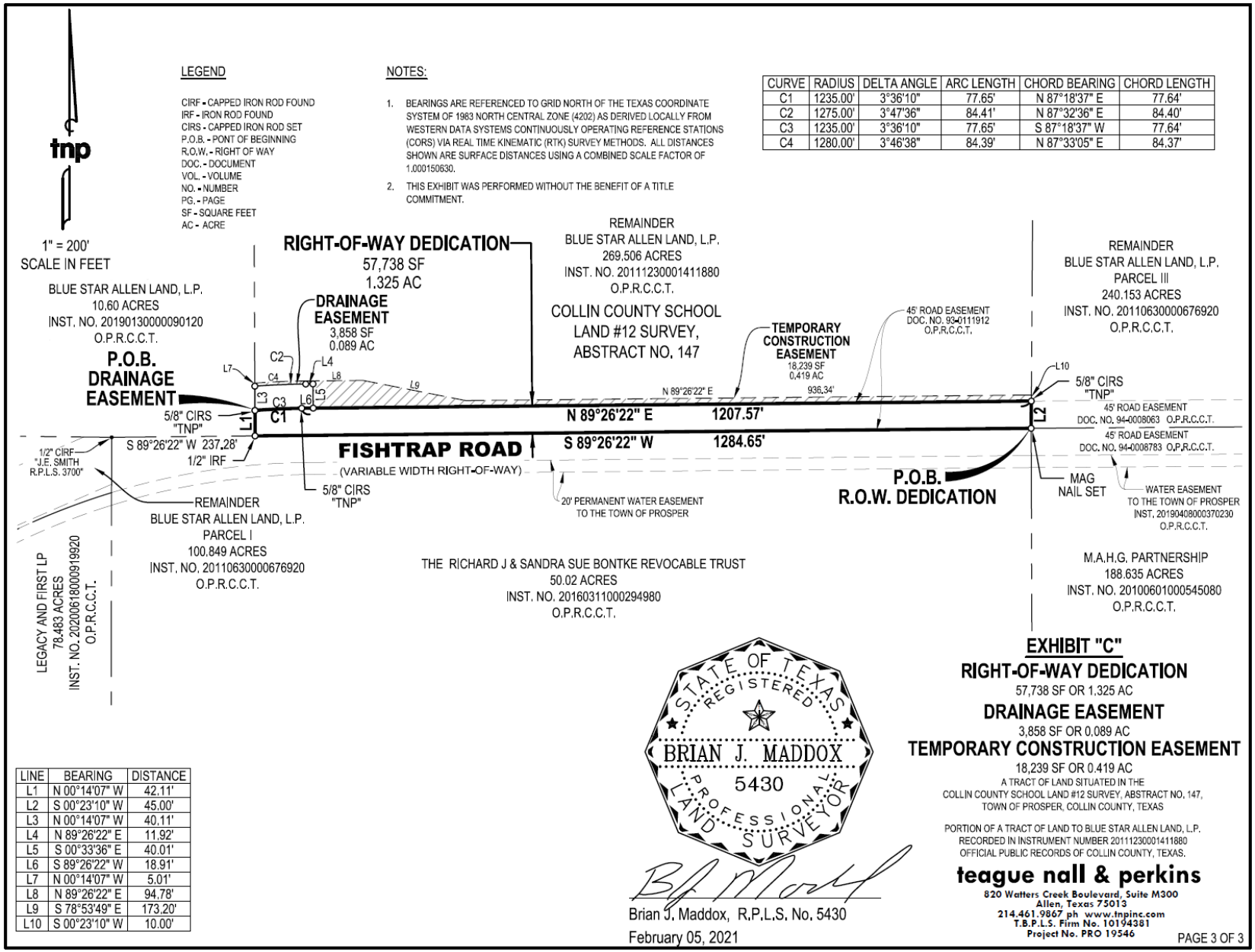
February 05, 2021

PAGE 2 OF 3



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1235.00'	3°36'10"	77.65'	N 87°18'37" E	77.64'
C2	1275.00'	3°47'36"	84.41'	N 87°32'36" E	84.40'
C3	1235.00'	3°36'10"	77.65'	S 87°18'37" W	77.64'
C4	1280.00'	3°46'38"	84.39'	N 87°33'05" E	84.37'

LINE	BEARING	DISTANCE
L1	N 00°14'07" W	42.11'
L2	S 00°23'10" W	45.00'
L3	N 00°14'07" W	40.11'
L4	N 89°26'22" E	11.92'
L5	S 00°33'36" E	40.01'
L6	S 89°26'22" W	18.91'
L7	N 00°14'07" W	5.01'
L8	N 89°26'22" E	94.78'
L9	S 78°53'49" E	173.20'
L10	S 00°23'10" W	10.00'

STATE OF TEXAS
REGISTERED
BRIAN J. MADDOX
5430
PROFESSIONAL
LAND SURVEYOR

Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

EXHIBIT "C"

RIGHT-OF-WAY DEDICATION
57,738 SF OR 1.325 AC

DRAINAGE EASEMENT
3,858 SF OR 0.089 AC

TEMPORARY CONSTRUCTION EASEMENT
18,239 SF OR 0.419 AC

A TRACT OF LAND SITUATED IN THE
COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

PORTION OF A TRACT OF LAND TO BLUE STAR ALLEN LAND, L.P.
RECORDED IN INSTRUMENT NUMBER 20111230001411880
OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.

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Project No. PRO 19546

PAGE 3 OF 3

EXHIBIT 7

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
73,453 SQUARE FEET, OR 1.686 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 50.02 acre tract of land to The Richard J. & Sandra Sue Bontke Revocable Trust as recorded in Instrument Number 20160311000294980 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found lying on the north side of Fishtrap Road on the south line of a 10.60 acre tract of land to Blue Star Allen Land, L.P. as recorded in Instrument Number 20190130000090120 of the Official Public records of Collin County, Texas for the northeast corner of a 100.849 acre tract of land to Blue Star Allen Land, L.P. called Parcel I, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas and the northwest corner of said 50.02 acre tract;

THENCE North 89 degrees 26 minutes 22 seconds East along the north line of said 50.02 acre tract, a distance of 1521.93 feet to a Mag Nail set in the center of Fishtrap Road for the northeast corner of said 50.02 acre tract, the southeast corner of a 269.506 acre tract of land to Blue Star Allen Land, L.P., as recorded in Instrument Number 20111230001411880 of the Official Public records of Collin County, Texas, the southwest corner of a 240.153 acre tract of land to Blue Star Allen Land, L.P. called Parcel III, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas, and the northwest corner of a 188.635 acre tract of land to M.A.H.G. Partnership as recorded in Instrument Number 20100601000545080 of the Official Public records of Collin County, Texas;

THENCE South 00 degrees 11 minutes 59 seconds East along the common line of said 50.02 acre tract and said 188.635 acre tract, a distance of 45.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 89 degrees 26 minutes 22 seconds West departing said common line and through the interior of said 50.02 acre tract, a distance of 1206.55 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

THENCE with said curve to the left continuing through the interior of said 50.02 acre tract having a radius of 1145.00 feet, a central angle of 16 degrees 02 minutes 35 seconds, an arc length of 320.61 feet, a chord bearing of South 81 degrees 03 minutes 49 seconds West, a distance of 319.56 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the west line of said 50.02 acre tract for the northeast corner of a 78.483 acre tract of land to Legacy and First LP as recorded in Instrument Number 20200618000919920 of the Official Public records of Collin County, Texas from which a 1/2 inch iron rod with cap stamped "Peiser Mankin" Found bears North 72 degrees 13 minutes 03 seconds East, a distance of 0.48 feet;

THENCE North 00 degrees 06 minutes 02 seconds East along the common line of said 100.849 acre tract and said 50.02 acre tract, a distance of 91.56 feet to the POINT OF BEGINNING containing 73,453 square feet, or 1.686 acres of land.

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February 05, 2021

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EXHIBIT "B"

DRAINAGE EASEMENT
#1 = 4,800 SQUARE FEET, OR 0.110 ACRES
#2 = 196 SQUARE FEET, OR 0.004 ACRES
#3 = 196 SQUARE FEET, OR 0.004 ACRES

DRAINAGE EASEMENT #1

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 50.02 acre tract of land to The Richard J. & Sandra Sue Bontke Revocable Trust as recorded in Instrument Number 20160311000294980 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point in the interior of said 50.02 acre tract lying on the proposed south right-of-way of Fishtrap Road at the beginning of a curve to the right from which a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found lying on the north side of Fishtrap Road on the south line of a 10.60 acre tract of land to Blue Star Allen Land, L.P. as recorded in Instrument Number 20190130000090120 of the Official Public records of Collin County, Texas for the northeast corner of a 100.849 acre tract of land to Blue Star Allen Land, L.P. called Parcel I, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas and the northwest corner of said 50.02 acre tract bears North 77 degrees 08 minutes 48 seconds West, a distance of 217.13 feet;

THENCE with said curve to the right along the proposed south right-of-way of said Fishtrap Road same being through the interior of said 50.02 acre tract, having a radius of 1145.00 feet, a central angle of 05 degrees 12 minutes 26 seconds, an arc length of 104.06 feet, a chord bearing of North 86 degrees 28 minutes 54 seconds East, a distance of 104.02 feet to a point for corner;

THENCE North 89 degrees 26 minutes 22 seconds East continuing along the proposed south right-of-way of said Fishtrap Road and continuing through the interior of said 50.02 acre tract, a distance of 17.89 feet to a point for corner;

THENCE South 00 degrees 33 minutes 36 seconds East departing the proposed south right-of-way of said Fishtrap Road and continuing through the interior of said 50.02 acre tract, a distance of 39.98 feet to a point for corner;

THENCE South 89 degrees 26 minutes 24 seconds West continuing through the interior of said 50.02 acre tract, a distance of 10.89 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left continuing through the interior of said 50.02 acre tract, having a radius of 1105.00 feet, a central angle of 05 degrees 33 minutes 27 seconds, an arc length of 107.18 feet, a chord bearing of South 86 degrees 39 minutes 41 seconds West, a distance of 107.14 feet to a point for corner;

THENCE North 06 degrees 07 minutes 03 seconds West continuing through the interior of said 50.02 acre tract, a distance of 40.00 feet to the POINT OF BEGINNING containing 4,800 square feet, or 0.110 of an acre of land.

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EXHIBIT "B"

DRAINAGE EASEMENT #2

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 50.02 acre tract of land to The Richard J. & Sandra Sue Bontke Revocable Trust as recorded in Instrument Number 20160311000294980 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point in the interior of said 50.02 acre tract lying on the proposed south right-of-way of Fishtrap Road from which a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found lying on the north side of Fishtrap Road on the south line of a 10.60 acre tract of land to Blue Star Allen Land, L.P. as recorded in Instrument Number 20190130000090120 of the Official Public records of Collin County, Texas for the northeast corner of a 100.849 acre tract of land to Blue Star Allen Land, L.P. called Parcel I, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas and the northwest corner of said 50.02 acre tract bears North 87 degrees 42 minutes 53 seconds West, a distance of 906.42 feet;

THENCE North 89 degrees 26 minutes 22 seconds East along the proposed south right-of-way of said Fishtrap Road same being through the interior of said 50.02 acre tract, a distance of 14.00 feet to a point for corner;

THENCE South 00 degrees 33 minutes 38 seconds East departing the proposed south right-of-way of said Fishtrap Road and continuing through the interior of said 50.02 acre tract, a distance of 14.00 feet to a point for corner;

THENCE South 89 degrees 26 minutes 22 seconds West continuing through the interior of said 50.02 acre tract, a distance of 14.00 feet to a point for corner;

THENCE North 00 degrees 33 minutes 38 seconds West continuing through the interior of said 50.02 acre tract, a distance of 14.00 feet to the POINT OF BEGINNING containing 196 square feet, or 0.004 of an acre of land.

DRAINAGE EASEMENT #3

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 50.02 acre tract of land to The Richard J. & Sandra Sue Bontke Revocable Trust as recorded in Instrument Number 20160311000294980 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point in the interior of said 50.02 acre tract lying on the proposed south right-of-way of Fishtrap Road from which a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found lying on the north side of Fishtrap Road on the south line of a 10.60 acre tract of land to Blue Star Allen Land, L.P. as recorded in Instrument Number 20190130000090120 of the Official Public records of Collin County, Texas for the northeast corner of a 100.849 acre tract of land to Blue Star Allen Land, L.P. called Parcel I, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas and the northwest corner of said 50.02 acre tract bears North 88 degrees 40 minutes 10 seconds West, a distance of 1363.70 feet;

THENCE North 89 degrees 26 minutes 22 seconds East along the proposed south right-of-way of said Fishtrap Road same being through the interior of said 50.02 acre tract, a distance of 14.00 feet to a point for corner;

THENCE South 00 degrees 33 minutes 38 seconds East departing the proposed south right-of-way of said Fishtrap Road and continuing through the interior of said 50.02 acre tract, a distance of 14.00 feet to a point for corner;

THENCE South 89 degrees 26 minutes 22 seconds West continuing through the interior of said 50.02 acre tract, a distance of 14.00 feet to a point for corner;

THENCE North 00 degrees 33 minutes 38 seconds West continuing through the interior of said 50.02 acre tract, a distance of 14.00 feet to the POINT OF BEGINNING containing 196 square feet, or 0.004 of an acre of land.

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February 05, 2021

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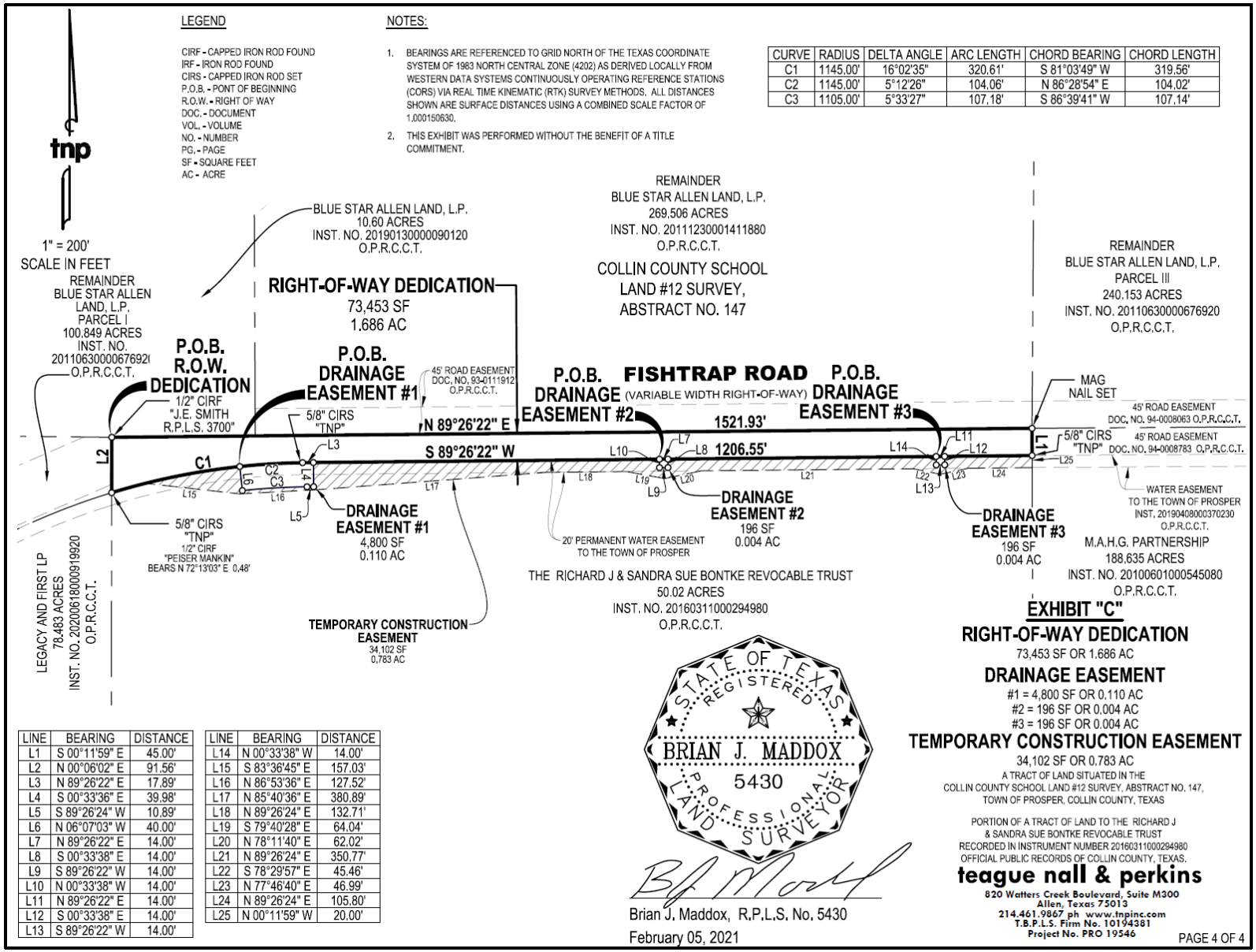

LINE	BEARING	DISTANCE
L1	S 00°11'59" E	45.00'
L2	N 00°06'02" E	91.56'
L3	N 89°26'22" E	17.89'
L4	S 00°33'36" E	39.98'
L5	S 89°26'24" W	10.89'
L6	N 06°07'03" W	40.00'
L7	N 89°26'22" E	14.00'
L8	S 00°33'38" E	14.00'
L9	S 89°26'22" W	14.00'
L10	N 00°33'38" W	14.00'
L11	N 89°26'22" E	14.00'
L12	S 00°33'38" E	14.00'
L13	S 89°26'22" W	14.00'

LINE	BEARING	DISTANCE
L14	N 00°33'38" W	14.00'
L15	S 83°36'45" E	157.03'
L16	N 86°53'36" E	127.52'
L17	N 85°40'36" E	380.89'
L18	N 89°26'24" E	132.71'
L19	S 79°40'28" E	64.04'
L20	N 78°11'40" E	62.02'
L21	N 89°26'24" E	350.77'
L22	S 78°29'57" E	45.46'
L23	N 77°46'40" E	46.99'
L24	N 89°26'24" E	105.80'
L25	N 00°11'59" W	20.00'

STATE OF TEXAS REGISTERED BRIAN J. MADDOX 5430 PROFESSIONAL LAND SURVEYOR

Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

EXHIBIT "C"

RIGHT-OF-WAY DEDICATION
73,453 SF OR 1.686 AC

DRAINAGE EASEMENT
#1 = 4,800 SF OR 0.110 AC
#2 = 196 SF OR 0.004 AC
#3 = 196 SF OR 0.004 AC

TEMPORARY CONSTRUCTION EASEMENT
34,102 SF OR 0.783 AC

A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147, TOWN OF PROSPER, COLLIN COUNTY, TEXAS

PORTION OF A TRACT OF LAND TO THE RICHARD J & SANDRA SUE BONTKE REVOCABLE TRUST RECORDED IN INSTRUMENT NUMBER 20160311000294980 OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.

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Project No. PRO 19546

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EXHIBIT 8

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
59,977 SQUARE FEET, OR 1.377 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 240.153 acre tract of land to Blue Star Allen Land, L.P. called Parcel III, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a Mag Nail found in the center of Fishtrap Road for the southeast corner of said 240.153 acre tract, the northeast corner of a 188.635 acre tract of land to M.A.H.G. Partnership as recorded in Instrument Number 20100601000545080 of the Official Public records of Collin County, Texas, the northwest corner of a 14.060 acre tract of land to Tollway Fish Trap Partners, LLC as recorded in Instrument Number 20161104001506360 of the Official Public records of Collin County, Texas, and the southwest corner of a 60 feet wide right-of-way dedication as shown on the Richter Addition, an addition to The Town of Prosper as recorded in Volume 2007, Page 505 of the Plat records of Collin County, Texas;

THENCE South 89 degrees 37 minutes 13 seconds West along the center of Fishtrap Road same being the common line of said 188.635 acre tract and said 240.153 acre tract, a distance of 1332.94 feet to a Mag Nail set for the northwest corner of said 188.635 acre tract, the southwest corner of said 240.153 acre tract, the southeast corner of a 269.506 acre tract of land to Blue Star Allen Land, L.P., as recorded in Instrument Number 20111230001411880 of the Official Public records of Collin County, Texas and the northwest corner of a 50.02 acre tract of land to The Richard J. & Sandra Sue Bontke Revocable Trust as recorded in Instrument Number 20160311000294980 of the Official Public records of Collin County, Texas;

THENCE North 00 degrees 23 minutes 10 seconds East along the common line of said 240.153 acre tract and said 269.506 acre tract, a distance of 45.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 89 degrees 37 minutes 13 seconds East departing said common line and through the interior of said 240.153 acre tract, a distance of 1332.69 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the east line of said 240.153 acre tract and the west line of the previously mentioned 60 feet wide right-of-way dedication;

THENCE South 00 degrees 03 minutes 41 seconds West along the east line of said 240.153 acre tract and the west line of said 60 feet wide right-of-way dedication, a distance of 45.00 feet to the POINT OF BEGINNING containing 59,977 square feet, or 1.377 acres of land.

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Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

PAGE 1 OF 3

EXHIBIT "B"

DRAINAGE EASEMENT
5,888 SQUARE FEET, OR 0.135 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 240.153 acre tract of land to Blue Star Allen Land, L.P. called Parcel III, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP" set on the proposed north right-of-way of Fishtrap Road lying on the east line of said 240.153 acre tract and the west line of a 60 feet wide right-of-way dedication as shown on the Richter Addition, an addition to The Town of Prosper as recorded in Volume 2007, Page 505 of the Plat records of Collin County, Texas from which a Mag Nail found in the center of Fishtrap Road for the southeast corner of said 240.153 acre tract, the northeast corner of a 188.635 acre tract of land to M.A.H.G. Partnership as recorded in Instrument Number 20100601000545080 of the Official Public records of Collin County, Texas, the northwest corner of a 14.060 acre tract of land to Tollway Fish Trap Partners, LLC as recorded in Instrument Number 20161104001506360 of the Official Public records of Collin County, Texas, and the southwest corner of said 60 feet wide right-of-way dedication bears South 00 degrees 03 minutes 41 seconds West, a distance of 45.00 feet;

THENCE South 89 degrees 37 minutes 13 seconds West along the proposed north right-of-way of said Fishtrap Road, same being through the interior of said 240.153 acre tract, a distance of 147.05 feet to a point for corner;

THENCE North 00 degrees 22 minutes 47 seconds West departing the proposed north right-of-way of said Fishtrap Road and continuing through the interior of said 240.153 acre tract, a distance of 40.00 feet to a point for corner;

THENCE North 89 degrees 37 minutes 13 seconds East continuing through the interior of said 240.153 acre tract, a distance of 147.35 feet to a point for corner lying on the common line of said 240.153 acre tract and said 60 feet wide right-of-way dedication;

THENCE South 00 degrees 03 minutes 41 seconds West along the common line of said 240.153 acre tract and said 60 feet wide right-of-way dedication, a distance of 40.00 feet to the POINT OF BEGINNING containing 5,888 square feet, or 0.135 of an acre of land.

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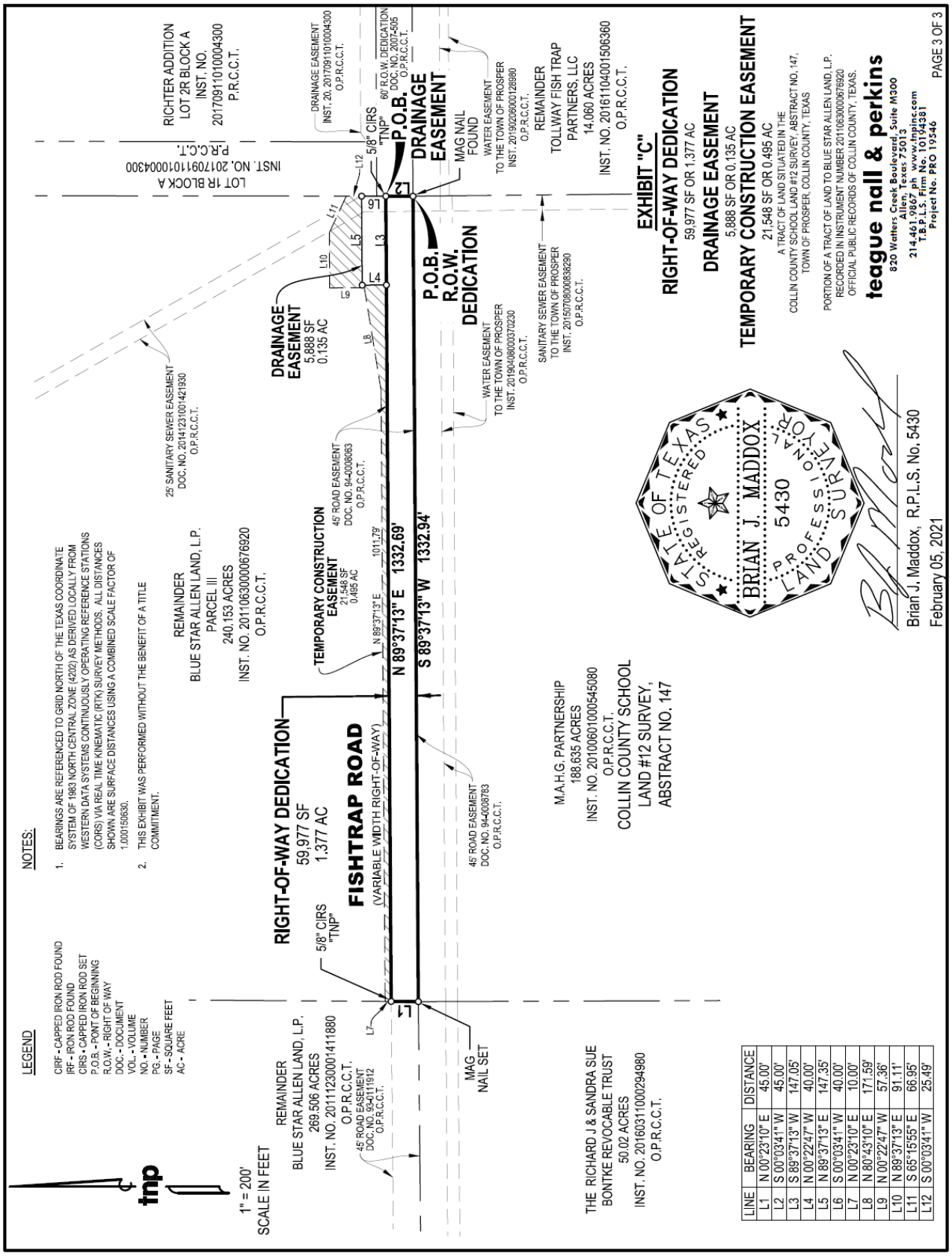
Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

PAGE 1 OF 3


LEGEND
CIRF - CAPPED IRON ROD FOUND
IRF - IRON ROD FOUND
CIRS - CAPPED IRON ROD SET
P.O.B. - POINT OF BEGINNING
R.O.W. - RIGHT OF WAY
DOC. - DOCUMENT
VOL. - VOLUME
NO. - NUMBER
PG. - PAGE
SF - SQUARE FEET
AC - ACRE
NOTES:
1. BEARINGS ARE REFERENCED TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) AS DERIVED LOCALLY FROM WESTERN DATA SYSTEMS CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) SURVEY METHODS. ALL DISTANCES SHOWN ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.000150630.
2. THIS EXHIBIT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
1" = 200'
SCALE IN FEET
RICHTER ADDITION
LOT 2R BLOCK A
INST. NO.
20170911010004300
P.R.C.C.T.
LOT 1R BLOCK A
INST. NO. 20170911010004300
P.R.C.C.T.
DRAINAGE EASEMENT
INST. 20, 20170911010004300
O.P.R.C.C.T.
60' R.O.W. DEDICATION
DOC. NO. 2007-505
O.P.R.C.C.T.
5/8" CIRS "TNP"
P.O.B.
DRAINAGE EASEMENT
MAG NAIL FOUND
WATER EASEMENT
TO THE TOWN OF PROSPER
INST. 20190206000128980
O.P.R.C.C.T.
REMAINDER
TOLLWAY FISH TRAP PARTNERS, LLC
14.060 ACRES
INST. NO. 20161104001506360
O.P.R.C.C.T.
EXHIBIT "C"
RIGHT-OF-WAY DEDICATION
59,977 SF OR 1.377 AC
DRAINAGE EASEMENT
5,888 SF OR 0.135 AC
TEMPORARY CONSTRUCTION EASEMENT
21,548 SF OR 0.495 AC
A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147, TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PORTION OF A TRACT OF LAND TO BLUE STAR ALLEN LAND, L.P. RECORDED IN INSTRUMENT NUMBER 20110630000676920 OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.
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T.B.P.L.S. Firm No. 10194381
Project No. PRO 19546
PAGE 3 OF 3
STATE OF TEXAS
REGISTERED
BRIAN J. MADDOX
5430
PROFESSIONAL
LAND SURVEYOR
Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021
RIGHT-OF-WAY DEDICATION
59,977 SF
1.377 AC
FISHTRAP ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
TEMPORARY CONSTRUCTION EASEMENT
21,548 SF
0.495 AC
DRAINAGE EASEMENT
5,888 SF
0.135 AC
P.O.B. R.O.W. DEDICATION
N 89°37'13" E 1332.69'
S 89°37'13" W 1332.94'
N 89°37'13" E 1011.79'
REMAINDER
BLUE STAR ALLEN LAND, L.P.
269.506 ACRES
INST. NO. 20111230001411880
O.P.R.C.C.T.
REMAINDER
BLUE STAR ALLEN LAND, L.P.
PARCEL III
240.153 ACRES
INST. NO. 20110630000676920
O.P.R.C.C.T.
THE RICHARD J & SANDRA SUE BONTKE REVOCABLE TRUST
50.02 ACRES
INST. NO. 20160311000294980
O.P.R.C.C.T.
M.A.H.G. PARTNERSHIP
188.635 ACRES
INST. NO. 20100601000545080
O.P.R.C.C.T.
COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147
25' SANITARY SEWER EASEMENT
DOC. NO. 20141231001421930
O.P.R.C.C.T.
45' ROAD EASEMENT
DOC. NO. 94-0008063
O.P.R.C.C.T.
45' ROAD EASEMENT
DOC. NO. 93-0111912
O.P.R.C.C.T.
45' ROAD EASEMENT
DOC. NO. 94-0008783
O.P.R.C.C.T.
WATER EASEMENT
TO THE TOWN OF PROSPER
INST. 20190408000370230
O.P.R.C.C.T.
SANITARY SEWER EASEMENT
TO THE TOWN OF PROSPER
INST. 20150708000839290
O.P.R.C.C.T.
5/8" CIRS "TNP"
MAG NAIL SET
L1 N 00°23'10" E 45.00'
L2 S 00°03'41" W 45.00'
L3 S 89°37'13" W 147.05'
L4 N 00°22'47" W 40.00'
L5 N 89°37'13" E 147.35'
L6 S 00°03'41" W 40.00'
L7 N 00°23'10" E 10.00'
L8 N 80°43'10" E 171.59'
L9 N 00°22'47" W 57.36'
L10 N 89°37'13" E 91.11'
L11 S 65°15'55" E 66.95'
L12 S 00°03'41" W 25.49'

EXHIBIT 9

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
59,992 SQUARE FEET, OR 1.377 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 188.635 acre tract of land to M.A.H.G. Partnership as recorded in Instrument Number 20100601000545080 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a Mag Nail found in the center of Fishtrap Road for the northeast corner of said 188.635 acre tract, the southeast corner of a 240.153 acre tract of land to Blue Star Allen Land, L.P. called Parcel III, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas, the northwest corner of a 14.060 acre tract of land to Tollway Fish Trap Partners, LLC as recorded in Instrument Number 20161104001506360 of the Official Public records of Collin County, Texas, and the southwest corner of a 60 feet wide right-of-way dedication as shown on the Richter Addition, an addition to The Town of Prosper as recorded in Volume 2007, Page 505 of the Plat records of Collin County, Texas;

THENCE South 00 degrees 32 minutes 55 seconds East along the common line of said 188.635 acre tract and said 14.060 acre tract, a distance of 45.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 89 degrees 37 minutes 13 seconds West departing said common line and through the interior of said 188.635 acre tract, a distance of 1333.21 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the west line of said 188.635 acre tract and the east line of a 50.02 acre tract of land to The Richard J. & Sandra Sue Bontke Revocable Trust as recorded in Instrument Number 20160311000294980 of the Official Public records of Collin County, Texas;

THENCE North 00 degrees 11 minutes 59 seconds West along the common line of said 188.635 acre tract and said 50.02 acre tract, a distance of 45.00 feet to a Mag Nail set in the center of Fishtrap Road for the southeast corner of a 269.506 acre tract of land to Blue Star Allen Land, L.P., as recorded in Instrument Number 20111230001411880 of the Official Public records of Collin County, Texas, the northeast corner of said 50.02 acre tract, the southwest corner of said 240.153 acre tract, and the northwest corner of said 188.635 acre tract;

THENCE North 89 degrees 37 minutes 13 seconds East along the center of said Fishtrap Road same being the common line of said 188.635 acre tract and said 240.153 acre tract, a distance of 1332.94 feet to the POINT OF BEGINNING containing 59,992 square feet, or 1.377 acres of land.

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February 05, 2021

PAGE 1 OF 3

EXHIBIT "B"

DRAINAGE EASEMENT
1,294 SQUARE FEET, OR 0.030 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 188.635 acre tract of land to M.A.H.G. Partnership as recorded in Instrument Number 20100601000545080 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP" set on the proposed south right-of-way of Fishtrap Road lying on the east line of said 188.635 acre tract and the west line of a 14.060 acre tract of land to Tollway Fish Trap Partners, LLC as recorded in Instrument Number 20161104001506360 of the Official Public records of Collin County, Texas from which a Mag Nail found in the center of Fishtrap Road for the northeast corner of said 188.635 acre tract, the southeast corner of a 240.153 acre tract of land to Blue Star Allen Land, L.P. called Parcel III, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas, the northwest corner of said14.060 acre tract, and the southwest corner of a 60 feet wide right-of-way dedication as shown on the Richter Addition, an addition to The Town of Prosper as recorded in Volume 2007, Page 505 of the Plat records of Collin County, Texas bears North 00 degrees 32 minutes 55 seconds West, a distance of 45.00 feet;

THENCE South 00 degrees 32 minutes 55 seconds East departing the proposed south right-of-way of said Fishtrap Road and along the common line of said188.635 acre tract and said 14.060 acre tract, a distance of 40.00 feet to a point for corner;

THENCE North 65 degrees 32 minutes 18 seconds West departing said common line and through the interior of said 188.635 acre tract, a distance of 47.61 feet to a point for corner;

THENCE North 00 degrees 22 minutes 47 seconds West continuing through the interior of said 188.635 acre tract, a distance of 20.00 feet to a point for corner lying on the proposed south right-of-way of said Fishtrap Road;

THENCE North 89 degrees 37 minutes 13 seconds East along the proposed south right-of-way of said Fishtrap Road, same being through the interior of said 188.635 acre tract, a distance of 43.09 feet to the POINT OF BEGINNING containing 1,294 square feet, or 0.030 of an acre of land.

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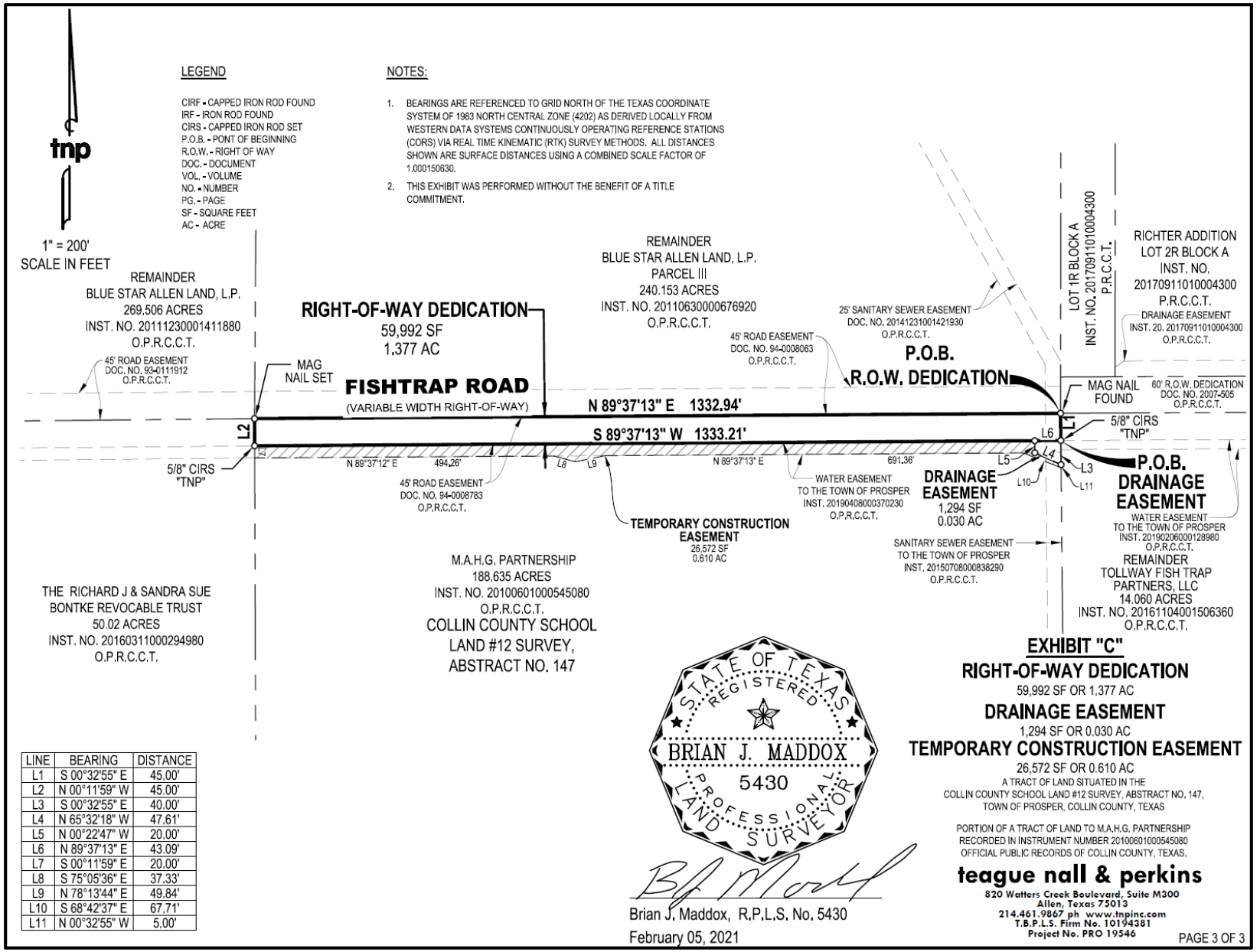
February 05, 2021

PAGE 2 OF 3



LINE	BEARING	DISTANCE
L1	S 00°32'55" E	45.00'
L2	N 00°11'59" W	45.00'
L3	S 00°32'55" E	40.00'
L4	N 65°32'18" W	47.61'
L5	N 00°22'47" W	20.00'
L6	N 89°37'13" E	43.09'
L7	S 00°11'59" E	20.00'
L8	S 75°05'36" E	37.33'
L9	N 78°13'44" E	49.84'
L10	S 68°42'37" E	67.71'
L11	N 00°32'55" W	5.00'

EXHIBIT 10

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
55,555 SQUARE FEET, OR 1.275 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 14.060 acre tract of land to Tollway Fish Trap Partners, LLC as recorded in Instrument Number 20161104001506360 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a Mag Nail found in the center of Fishtrap Road for the northwest corner of said 14.060 acre tract, the northeast corner of a 188.635 acre tract of land to M.A.H.G. Partnership as recorded in Instrument Number 20100601000545080 of the Official Public records of Collin County, Texas, the southeast corner of a 240.153 acre tract of land to Blue Star Allen Land, L.P. called Parcel III, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas, and the southwest corner of a 60 feet wide right-of-way dedication as shown on the Richter Addition, an addition to The Town of Prosper as recorded in Volume 2007, Page 505 of the Plat records of Collin County, Texas;

THENCE North 89 degrees 43 minutes 14 seconds East along the center of said Fishtrap Road same being the north line of said 14.060 acre tract, a distance of 1169.55 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the northeast corner of said 14.060 acre tract and the northwest corner of right-of-way dedication to Collin County as recorded in Volume 5772, Page 2397 of the Deed Records of Collin County, Texas;

THENCE South 01 degrees 23 minutes 34 seconds East along the east line of said 14.060 acre tract and the west line of said Collin County right-of-way dedication, a distance of 45.30 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the northeast of a right-of-way dedication to the Town of Prosper as recorded in Instrument Number 20190206000128990 of the Official Public records of Collin County, Texas;

THENCE South 89 degrees 46 minutes 34 seconds West through the interior of said 14.060 acre tract same being the north line of said Town of Prosper right-of-way dedication, a distance of 279.43 feet to a 1/2 inch iron rod with cap stamped "1519" found for the northwest corner of said Town of Prosper right-of-way dedication;

THENCE South 00 degrees 24 minutes 23 seconds East continuing through the interior of said 14.060 acre tract same being the west line of said Town of Prosper right-of-way dedication, a distance of 25.18 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner from which a 1/2 inch iron rod with cap stamped "1519" found for the southwest corner of said Town of Prosper right-of-way dedication bears South 00 degrees 24 minutes 23 seconds East, a distance of 4.56 feet;

THENCE departing the west line of said Town of Prosper right-of-way dedication and continuing through the interior of said 14.060 acre tract the following courses and distances;

North 82 degrees 37 minutes 21 seconds West, a distance of 94.12 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 503.00 feet, a central angle of 04 degrees 17 minutes 10 seconds, an arc length of 37.63 feet, a chord bearing of North 84 degrees 45 minutes 56 seconds West, a distance of 37.62 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 86 degrees 54 minutes 31 seconds West, a distance of 121.75 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1088.00 feet, a central angle of 03 degrees 22 minutes 15 seconds, an arc length of 64.01 feet, a chord bearing of North 88 degrees 35 minutes 39 seconds West, a distance of 64.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

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EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
55,555 SQUARE FEET, OR 1.275 ACRES

South 89 degrees 43 minutes 14 seconds West, a distance of 574.61 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the common line of said 14.060 acre tract and said 188.635 acre tract from which a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found for the southwest corner of said 14.060 acre tract bears South 00 degrees 32 minutes 55 seconds East, a distance of 453.88 feet;

THENCE North 00 degrees 32 minutes 55 seconds West along the common line of said 14.060 acre tract and said 188.635 acre tract, a distance of 45.00 feet to the POINT OF BEGINNING containing 55,555 square feet, or 1.275 acres of land.

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Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

EXHIBIT "B"

DRAINAGE EASEMENT
4,717 SQUARE FEET, OR 0.108 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 14.060 acre tract of land to Tollway Fish Trap Partners, LLC as recorded in Instrument Number 20161104001506360 of the Official Public records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP" set on the proposed south right-of-way of Fishtrap Road lying on the west line of said 14.060 acre tract and the east line of a 188.635 acre tract of land to M.A.H.G. Partnership as recorded in Instrument Number 20100601000545080 of the Official Public records of Collin County, Texas, from which a Mag Nail found in the center of Fishtrap Road for the northwest corner of said 14.060 acre tract, the northeast corner of said 188.635 acre tract, the southeast corner of a 240.153 acre tract of land to Blue Star Allen Land, L.P. called Parcel III, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas, and the southwest corner of a 60 feet wide right-of-way dedication as shown on the Richter Addition, an addition to The Town of Prosper as recorded in Volume 2007, Page 505 of the Plat records of Collin County, Texas bears North 00 degrees 32 minutes 55 seconds West, a distance of 45.00 feet, and from which a 1/2 inch iron rod with cap stamped "J.E. Smith R.P.L.S. 3700" found for the southwest corner of said 14.060 acre tract bears South 00 degrees 32 minutes 55 seconds East, a distance of 453.88 feet;

THENCE North 89 degrees 43 minutes 14 seconds East departing the common line of said 14.060 acre tract and said 188.635 acre tract and through the interior of said 14.060 acre tract, same being along the proposed south right-of-way of said Fishtrap Road, a distance of 118.03 feet to a point for corner;

THENCE South 00 degrees 16 minutes 46 seconds East departing the proposed south right-of-way of said Fishtrap Road and continuing through the interior of said 14.060 acre tract, a distance of 40.00 feet to a point for corner;

THENCE South 89 degrees 43 minutes 14 seconds West continuing through the interior of said 14.060 acre tract, a distance of 117.84 feet to a point for corner lying on the common of said 14.060 acre tract and said 188.635 acre tract;

THENCE North 00 degrees 32 minutes 55 seconds West along the common of said 14.060 acre tract and said 188.635 acre tract, a distance of 40.00 feet to the POINT OF BEGINNING containing 4,717 square feet, or 0.108 of an acre of land.

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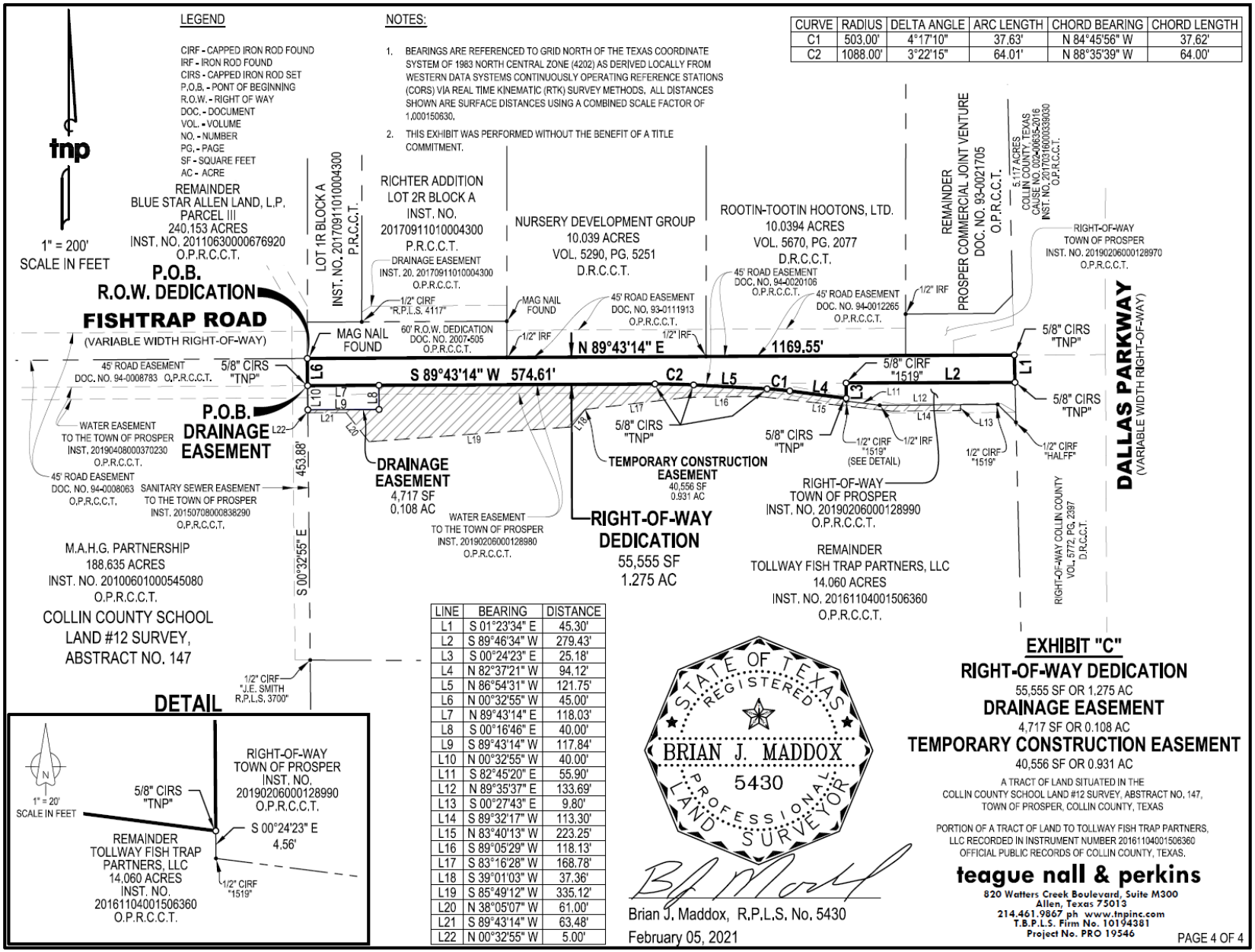
February 05, 2021

PAGE 3 OF 4



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	503.00'	4°17'10"	37.63'	N 84°45'56" W	37.62'
C2	1088.00'	3°22'15"	64.01'	N 88°35'39" W	64.00'

LINE	BEARING	DISTANCE
L1	S 01°23'34" E	45.30'
L2	S 89°46'34" W	279.43'
L3	S 00°24'23" E	25.18'
L4	N 82°37'21" W	94.12'
L5	N 86°54'31" W	121.75'
L6	N 00°32'55" W	45.00'
L7	N 89°43'14" E	118.03'
L8	S 00°16'46" E	40.00'
L9	S 89°43'14" W	117.84'
L10	N 00°32'55" W	40.00'
L11	S 82°45'20" E	55.90'
L12	N 89°35'37" E	133.69'
L13	S 00°27'43" E	9.80'
L14	S 89°32'17" W	113.30'
L15	N 83°40'13" W	223.25'
L16	S 89°05'29" W	118.13'
L17	S 83°16'28" W	168.78'
L18	S 39°01'03" W	37.36'
L19	S 85°49'12" W	335.12'
L20	N 38°05'07" W	61.00'
L21	S 89°43'14" W	63.48'
L22	N 00°32'55" W	5.00'

EXHIBIT 11

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
16,650 SQUARE FEET, OR 0.382 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 10.039 acre tract of land to Nursery Development Group, as recorded in Volume 5290, Page 5251 of the Deed records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod found in the center of Fishtrap Road on the north line of a 14.060 acre tract of land to Tollway Fish Trap Partners, LLC as recorded in Instrument Number 20161104001506360 of the Official Public records of Collin County, Texas for the southeast corner of said 10.039 acre tract and the southwest corner of a 10.0394 acre tract of land to Rootin-Tootin Hootons, LTD. as recorded in Volume 5670, Page 2077 of the Deed records of Collin County, Texas,

THENCE South 89 degrees 43 minutes 14 seconds West along the center of said Fishtrap Road and the common line of said 10.039 acre tract ans said 14.060 acre tract, a distance of 329.67 feet to a 1/2 inch iron rod found for the southwest corner of said 10.039 acre tract and the southeast corner of a 60 feet wide right-of-way dedication as shown on the Richter Addition, an addition to The Town of Prosper as recorded in Volume 2007, Page 505 of the Plat records of Collin County, Texas;

THENCE North 00 degrees 02 minutes 40 seconds East along the west line of said 10.039 acre tract and the east line of said 60 feet wide right-of-way dedication, a distance of 45.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE departing the west line of said 10.039 acre tract same being the east line of said 60 feet wide right-of-way dedication and through the interior of said 10.039 acre tract the following courses and distances;

North 89 degrees 43 minutes 14 seconds East, a distance of 78.49 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 86 degrees 17 minutes 12 seconds East, a distance of 200.36 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 89 degrees 43 minutes 14 seconds East, a distance of 51.26 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the common line of said 10.039 acre tract and said 10.0394 acre tract;

THENCE South 00 degrees 03 minutes 15 seconds West along said common line, a distance of 57.00 feet to the POINT OF BEGINNING containing 16,650 square feet, or 0.382 of an acre of land.

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Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

PAGE 1 OF 3

EXHIBIT "B"

DRAINAGE EASEMENT
395 SQUARE FEET, OR 0.009 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 10.039 acre tract of land to Nursery Development Group, as recorded in Volume 5290, Page 5251 of the Deed records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point in the interior of said 10.039 acre tract lying on the proposed north right-of-way of Fishtrap Road from which a 1/2 inch iron rod found in the center of Fishtrap Road on the north line of a 14.060 acre tract of land to Tollway Fish Trap Partners, LLC as recorded in Instrument Number 20161104001506360 of the Official Public records of Collin County, Texas for the southeast corner of said 10.039 acre tract and the southwest corner of a 10.0394 acre tract of land to Rootin-Tootin Hootons, LTD. as recorded in Volume 5670, Page 2077 of the Deed records of Collin County, Texas bears South 79 degrees 42 minutes 22 seconds East, a distance of 247.68 feet and another 1/2 inch iron rod found in the center of said Fishtrap Road on the north line of said 14.060 acre tract for the southwest corner of said 10.039 acre tract same being the southeast corner of a 60 feet wide right-of-way dedication as shown on the Richter Addition, an addition to The Town of Prosper as recorded in Volume 2007, Page 505 of the Plat records of Collin County, Texas bears South 61 degrees 55 minutes 18 seconds West, a distance of 97.45 feet;

THENCE North 29 degrees 15 minutes 39 seconds East departing the proposed north right-of-way of said Fishtrap Road and through the interior of said 10.039 acre tract, a distance of 17.88 feet to a point for corner;

THENCE North 03 degrees 42 minutes 48 seconds West continuing through the interior of said 10.039 acre tract, a distance of 8.00 feet to a point for corner;

THENCE North 86 degrees 17 minutes 12 seconds East continuing through the interior of said 10.039 acre tract, a distance of 14.00 feet to a point for corner;

THENCE South 03 degrees 42 minutes 48 seconds East continuing through the interior of said 10.039 acre tract, a distance of 23.00 feet to a point for corner lying on the proposed north right-of-way of said Fishtrap Road;

THENCE South 86 degrees 17 minutes 12 seconds West along the proposed north right-of-way of said Fishtrap Road, a distance of 23.73 feet to the POINT OF BEGINNING containing 395 square feet, or 0.009 of an acre of land.

tnp teague nall & perkins
820 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph www.tnpinc.com
T.B.P.L.S. Firm No. 10194381

Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

PAGE 2 OF 3

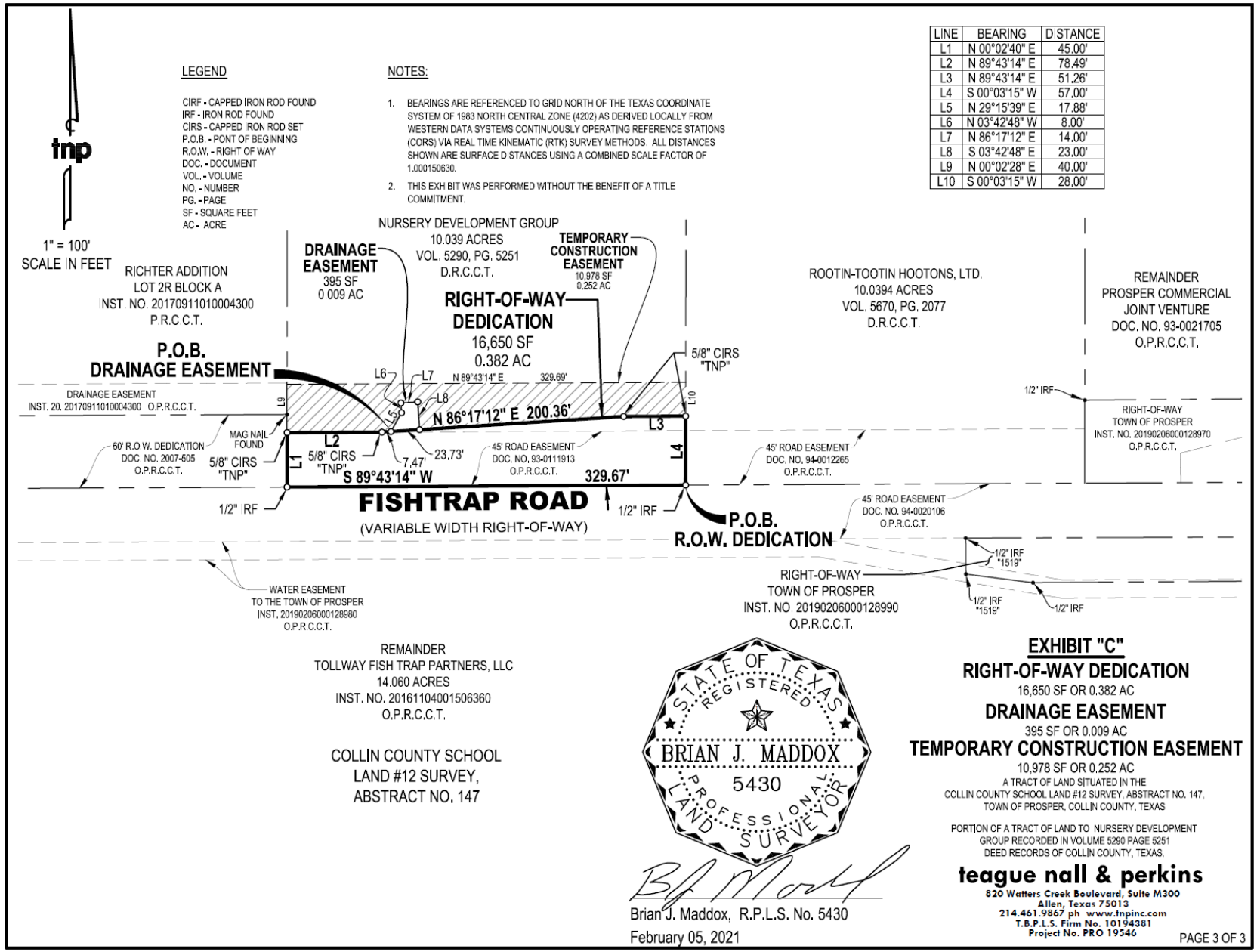
tnp
1" = 100'
SCALE IN FEET
LEGEND
CIRF - CAPPED IRON ROD FOUND
IRF - IRON ROD FOUND
CIRS - CAPPED IRON ROD SET
P.O.B. - PONT OF BEGINNING
R.O.W. - RIGHT OF WAY
DOC. - DOCUMENT
VOL. - VOLUME
NO. - NUMBER
PG. - PAGE
SF - SQUARE FEET
AC - ACRE
NOTES:
1. BEARINGS ARE REFERENCED TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) AS DERIVED LOCALLY FROM WESTERN DATA SYSTEMS CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) SURVEY METHODS. ALL DISTANCES SHOWN ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.000150630.
2. THIS EXHIBIT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
LINE | BEARING | DISTANCE
L1 | N 00°02'40" E | 45.00'
L2 | N 89°43'14" E | 78.49'
L3 | N 89°43'14" E | 51.26'
L4 | S 00°03'15" W | 57.00'
L5 | N 29°15'39" E | 17.88'
L6 | N 03°42'48" W | 8.00'
L7 | N 86°17'12" E | 14.00'
L8 | S 03°42'48" E | 23.00'
L9 | N 00°02'28" E | 40.00'
L10 | S 00°03'15" W | 28.00'
NURSERY DEVELOPMENT GROUP
10.039 ACRES
VOL. 5290, PG. 5251
D.R.C.C.T.
DRAINAGE EASEMENT
395 SF
0.009 AC
TEMPORARY CONSTRUCTION EASEMENT
10,978 SF
0.252 AC
RIGHT-OF-WAY DEDICATION
16,650 SF
0.382 AC
RICHTER ADDITION
LOT 2R BLOCK A
INST. NO. 20170911010004300
P.R.C.C.T.
ROOTIN-TOOTIN HOOTONS, LTD.
10.0394 ACRES
VOL. 5670, PG. 2077
D.R.C.C.T.
REMAINDER
PROSPER COMMERCIAL
JOINT VENTURE
DOC. NO. 93-0021705
O.P.R.C.C.T.
P.O.B.
DRAINAGE EASEMENT
DRAINAGE EASEMENT
INST. 20. 20170911010004300 O.P.R.C.C.T.
5/8" CIRS
"TNP"
N 89°43'14" E 329.69'
N 86°17'12" E 200.36'
MAG NAIL
FOUND
60' R.O.W. DEDICATION
DOC. NO. 2007-605
O.P.R.C.C.T.
5/8" CIRS
"TNP"
5/8" CIRS
"TNP"
7.47'
23.73'
S 89°43'14" W
329.67'
45' ROAD EASEMENT
DOC, NO, 93-0111913
O.P.R.C.C.T.
45' ROAD EASEMENT
DOC, NO, 94-0012265
O.P.R.C.C.T.
1/2" IRF
RIGHT-OF-WAY
TOWN OF PROSPER
INST. NO. 20190206000128970
O.P.R.C.C.T.
FISHTRAP ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
1/2" IRF
1/2" IRF
P.O.B.
R.O.W. DEDICATION
45' ROAD EASEMENT
DOC. NO. 94-0020106
O.P.R.C.C.T.
1/2" IRF
"1519"
RIGHT-OF-WAY
TOWN OF PROSPER
INST. NO. 20190206000128990
O.P.R.C.C.T.
1/2" IRF
"1519"
1/2" IRF
WATER EASEMENT
TO THE TOWN OF PROSPER
INST. 20190206000128980
O.P.R.C.C.T.
REMAINDER
TOLLWAY FISH TRAP PARTNERS, LLC
14.060 ACRES
INST. NO. 20161104001506360
O.P.R.C.C.T.
COLLIN COUNTY SCHOOL
LAND #12 SURVEY,
ABSTRACT NO. 147
STATE OF TEXAS
REGISTERED
BRIAN J. MADDOX
5430
PROFESSIONAL
LAND SURVEYOR
Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021
EXHIBIT "C"
RIGHT-OF-WAY DEDICATION
16,650 SF OR 0.382 AC
DRAINAGE EASEMENT
395 SF OR 0.009 AC
TEMPORARY CONSTRUCTION EASEMENT
10,978 SF OR 0.252 AC
A TRACT OF LAND SITUATED IN THE
COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PORTION OF A TRACT OF LAND TO NURSERY DEVELOPMENT
GROUP RECORDED IN VOLUME 5290 PAGE 5251
DEED RECORDS OF COLLIN COUNTY, TEXAS,
teague nall & perkins
820 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph www.tnpinc.com
T.B.P.L.S. Firm No. 10194381
Project No. PRO 19546
PAGE 3 OF 3

EXHIBIT 12

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION
21,044 SQUARE FEET, OR 0.483 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 10.0394 acre tract of land to Rootin-Tootin Hootons, LTD. as recorded in Volume 5670, Page 2077 of the Deed records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod found in the center of Fishtrap Road on the north line of a 14.060 acre tract of land to Tollway Fish Trap Partners, LLC as recorded in Instrument Number 20161104001506360 of the Official Public records of Collin County, Texas for the southwest corner of said 10.0394 acre tract and the southeast corner of a 10.039 acre tract of land to Nursery Development Group, as recorded in Volume 5290, Page 5251 of the Deed records of Collin County, Texas,

THENCE North 00 degrees 03 minutes 15 seconds East along the common line of said 10.0394 acre tract and said 10.039 acre tract, a distance of 57.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE departing the west line of said 10.0394 acre tract same being the east line of said 10.039 acre tract and through the interior of said 10.0394 acre tract the following courses and distances;

North 89 degrees 43 minutes 14 seconds East, a distance of 19.88 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1088.00 feet, a central angle of 03 degrees 52 minutes 17 seconds, an arc length of 73.51 feet, a chord bearing of North 87 degrees 47 minutes 04 seconds East, a distance of 73.50 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 85 degrees 50 minutes 56 seconds East, a distance of 104.81 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1148.00 feet, a central angle of 03 degrees 46 minutes 00 seconds, an arc length of 75.47 feet, a chord bearing of North 87 degrees 43 minutes 56 seconds East, a distance of 75.46 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 89 degrees 36 minutes 56 seconds East, a distance of 56.73 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the east line of said 10.0394 acre tract;

THENCE South 00 degrees 03 minutes 15 seconds West along the east line of said 10.0394 acre tract passing a 1/2 inch iron rod found for the northwest corner of a right-of-way dedication to the Town of Prosper as recorded in Instrument Number 20190206000128970 of the Official Public records of Collin County, Texas at a distance of 0.70 feet and continuing a total distance of 69.28 feet to a Mag Nail set in the near center of said Fishtrap Road on the north line of previously mentioned 14.060 acre tract for the southeast corner of said 10.0394 acre tract and the southwest corner of said right-of-way dedication;

THENCE South 89 degrees 43 minutes 14 seconds West along the center of said Fishtrap Road same being the south line of said 10.0394 acre tract and the north line of said 14.060 acre tract, a distance of 329.98 feet to the POINT OF BEGINNING containing 21,044 square feet, or 0.483 of an acre of land.

tnp teague nall & perkins
820 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph www.tnpinc.com
T.B.P.L.S. Firm No. 10194381

Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

PAGE 1 OF 3

EXHIBIT "B"

DRAINAGE EASEMENT
285 SQUARE FEET, OR 0.007 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of a 10.0394 acre tract of land to Rootin-Tootin Hootons, LTD. as recorded in Volume 5670, Page 2077 of the Deed records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a point in the interior of said 10.0394 acre tract lying on the proposed north right-of-way of Fishtrap Road from which a 1/2 inch iron rod found in the center of Fishtrap Road on the north line of a 14.060 acre tract of land to Tollway Fish Trap Partners, LLC as recorded in Instrument Number 20161104001506360 of the Official Public records of Collin County, Texas for the southwest corner of said 10.0394 acre tract and the southeast corner of a 10.039 acre tract of land to Nursery Development Group, as recorded in Volume 5290, Page 5251 of the Deed records of Collin County, Texas bears South 33 degrees 10 minutes 29 seconds West, a distance of 68.49 feet;

THENCE North 29 degrees 40 minutes 55 seconds East departing the proposed north right-of-way of said Fishtrap Road and through the interior of said 10.0394 acre tract, a distance of 11.20 feet to a point for corner;

THENCE North 00 degrees 16 minutes 46 seconds West continuing through the interior of said 10.0394 acre tract, a distance of 9.00 feet to a point for corner;

THENCE North 89 degrees 43 minutes 14 seconds East continuing through the interior of said 10.0394 acre tract, a distance of 14.00 feet to a point for corner;

THENCE South 00 degrees 16 minutes 46 seconds East continuing through the interior of said 10.0394 acre tract, a distance of 18.21 feet to a point for corner at the beginning of a curve to the right lying on the proposed north right-of-way of said Fishtrap Road;

THENCE with said curve to the right along the proposed north right-of-way of said Fishtrap Road, having a radius of 1088.00 feet, a central angle of 01 degrees 01 minutes 55 seconds, an arc length of 19.60 feet, a chord bearing of South 88 degrees 16 minutes 49 seconds West, a distance of 19.60 feet to the POINT OF BEGINNING containing 285 square feet, or 0.007 of an acre of land.

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Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

PAGE 2 OF 3

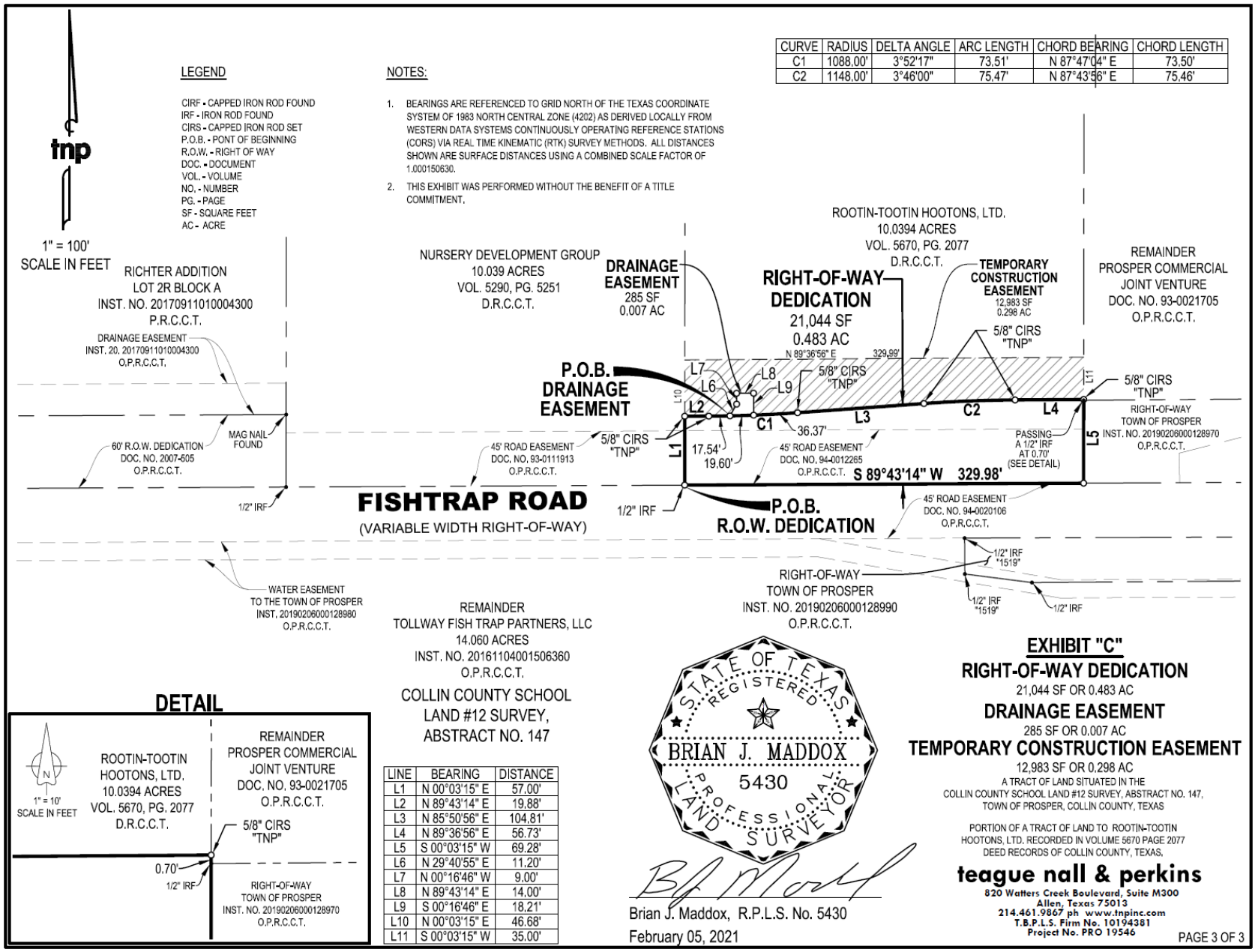
tnp
1" = 100'
SCALE IN FEET
LEGEND
CIRF - CAPPED IRON ROD FOUND
IRF - IRON ROD FOUND
CIRS - CAPPED IRON ROD SET
P.O.B. - PONT OF BEGINNING
R.O.W. - RIGHT OF WAY
DOC. - DOCUMENT
VOL. - VOLUME
NO. - NUMBER
PG. - PAGE
SF - SQUARE FEET
AC - ACRE
NOTES:
1. BEARINGS ARE REFERENCED TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) AS DERIVED LOCALLY FROM WESTERN DATA SYSTEMS CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) SURVEY METHODS. ALL DISTANCES SHOWN ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.000150630.
2. THIS EXHIBIT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
CURVE | RADIUS | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH
C1 | 1088.00' | 3°52'17" | 73.51' | N 87°47'04" E | 73.50'
C2 | 1148.00' | 3°46'00" | 75.47' | N 87°43'56" E | 75.46'
RICHTER ADDITION
LOT 2R BLOCK A
INST. NO. 20170911010004300
P.R.C.C.T.
DRAINAGE EASEMENT
INST. 20, 20170911010004300
O.P.R.C.C.T.
MAG NAIL FOUND
60' R.O.W. DEDICATION
DOC. NO. 2007-605
O.P.R.C.C.T.
1/2" IRF
NURSERY DEVELOPMENT GROUP
10.039 ACRES
VOL. 5290, PG. 5251
D.R.C.C.T.
DRAINAGE EASEMENT
285 SF
0.007 AC
ROOTIN-TOOTIN HOOTONS, LTD.
10.0394 ACRES
VOL. 5670, PG. 2077
D.R.C.C.T.
RIGHT-OF-WAY DEDICATION
21,044 SF
0.483 AC
TEMPORARY CONSTRUCTION EASEMENT
12,983 SF
0.298 AC
REMAINDER
PROSPER COMMERCIAL
JOINT VENTURE
DOC. NO. 93-0021705
O.P.R.C.C.T.
N 89°36'56" E
329.99'
5/8" CIRS "TNP"
P.O.B. DRAINAGE EASEMENT
L1
L2
L3
L4
L5
L6
L7
L8
L9
L10
L11
C1
C2
17.54'
19.60'
36.37'
45' ROAD EASEMENT
DOC, NO, 93-0111913
O.P.R.C.C.T.
45' ROAD EASEMENT
DOC, NO, 94-0012265
O.P.R.C.C.T.
S 89°43'14" W 329.98'
PASSING A 1/2" IRF AT 0.70' (SEE DETAIL)
RIGHT-OF-WAY
TOWN OF PROSPER
INST. NO. 20190206000128970
O.P.R.C.C.T.
FISHTRAP ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
P.O.B. R.O.W. DEDICATION
45' ROAD EASEMENT
DOC, NO, 94-0020106
O.P.R.C.C.T.
1/2" IRF "1519"
1/2" IRF
WATER EASEMENT
TO THE TOWN OF PROSPER
INST, 20190206000128980
O.P.R.C.C.T.
RIGHT-OF-WAY
TOWN OF PROSPER
INST. NO. 20190206000128990
O.P.R.C.C.T.
REMAINDER
TOLLWAY FISH TRAP PARTNERS, LLC
14.060 ACRES
INST. NO. 20161104001506360
O.P.R.C.C.T.
COLLIN COUNTY SCHOOL
LAND #12 SURVEY,
ABSTRACT NO. 147
LINE | BEARING | DISTANCE
L1 | N 00°03'15" E | 57.00'
L2 | N 89°43'14" E | 19.88'
L3 | N 85°50'56" E | 104.81'
L4 | N 89°36'56" E | 56.73'
L5 | S 00°03'15" W | 69.28'
L6 | N 29°40'55" E | 11.20'
L7 | N 00°16'46" W | 9.00'
L8 | N 89°43'14" E | 14.00'
L9 | S 00°16'46" E | 18.21'
L10 | N 00°03'15" E | 46.68'
L11 | S 00°03'15" W | 35.00'
DETAIL
N
1" = 10'
SCALE IN FEET
ROOTIN-TOOTIN HOOTONS, LTD.
10.0394 ACRES
VOL. 5670, PG. 2077
D.R.C.C.T.
REMAINDER
PROSPER COMMERCIAL
JOINT VENTURE
DOC. NO. 93-0021705
O.P.R.C.C.T.
5/8" CIRS "TNP"
0.70'
1/2" IRF
RIGHT-OF-WAY
TOWN OF PROSPER
INST. NO. 20190206000128970
O.P.R.C.C.T.
STATE OF TEXAS
REGISTERED
BRIAN J. MADDOX
5430
PROFESSIONAL
LAND SURVEYOR
Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021
EXHIBIT "C"
RIGHT-OF-WAY DEDICATION
21,044 SF OR 0.483 AC
DRAINAGE EASEMENT
285 SF OR 0.007 AC
TEMPORARY CONSTRUCTION EASEMENT
12,983 SF OR 0.298 AC
A TRACT OF LAND SITUATED IN THE
COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PORTION OF A TRACT OF LAND TO ROOTIN-TOOTIN
HOOTONS, LTD. RECORDED IN VOLUME 5670 PAGE 2077
DEED RECORDS OF COLLIN COUNTY, TEXAS,
teague nall & perkins
820 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph www.tnpinc.com
T.B.P.L.S. Firm No. 10194381
Project No. PRO 19546
PAGE 3 OF 3

EXHIBIT 13

EXHIBIT "A"

DRAINAGE EASEMENT
1,098 SQUARE FEET, OR 0.025 ACRES

BEING a tract of land situated in the Collin County School Land #12 Survey, Abstract Number 147, Collin County, Texas and being a portion of Lot 1R, Block A Richter Addition, an addition to the Town of Prosper as recorded in Instrument Number 20170911010004300 of the Official Public Records of Collin County, Texas and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod with cap stamped "GEER R.P.L.S. 4117" found lying on the north line of Fishtrap Road said point also lying on the east line of a 240.153 acre tract of land to Blue Star Allen Land, L.P. called Parcel III, as recorded in Instrument Number 20110630000676920 of the Official Public records of Collin County, Texas and for the southwest corner of said Lot 1R,

THENCE North 00 degrees 03 minutes 41 seconds East along the common line of said 240.153 acre tract and said Lot 1R, a distance of 25.00 feet to a point for corner;

THENCE North 89 degrees 37 minutes 13 seconds East departing said common line and through the interior of said Lot 1R, a distance of 43.75 feet to a point for corner;

THENCE South 00 degrees 22 minutes 47 seconds East continuing through the interior of said Lot 1R, a distance of 25.08 feet to a point for corner lying on the north line of said Fishtrap Road from which a 1/2 inch iron rod with cap stamped "GEER R.P.L.S. 4117" found for the southeast corner of said Lot 1R bears North 89 degrees 43 minutes 14 seconds East, a distance of 46.06 feet;

THENCE South 89 degrees 43 minutes 14 seconds West along the north line of said Fishtrap Road, same being the south line of said Lot 1R, a distance of 43.94 feet to the POINT OF BEGINNING containing 1,098 square feet, or 0.025 of an acre of land.

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214.461.9867 ph www.tnpinc.com
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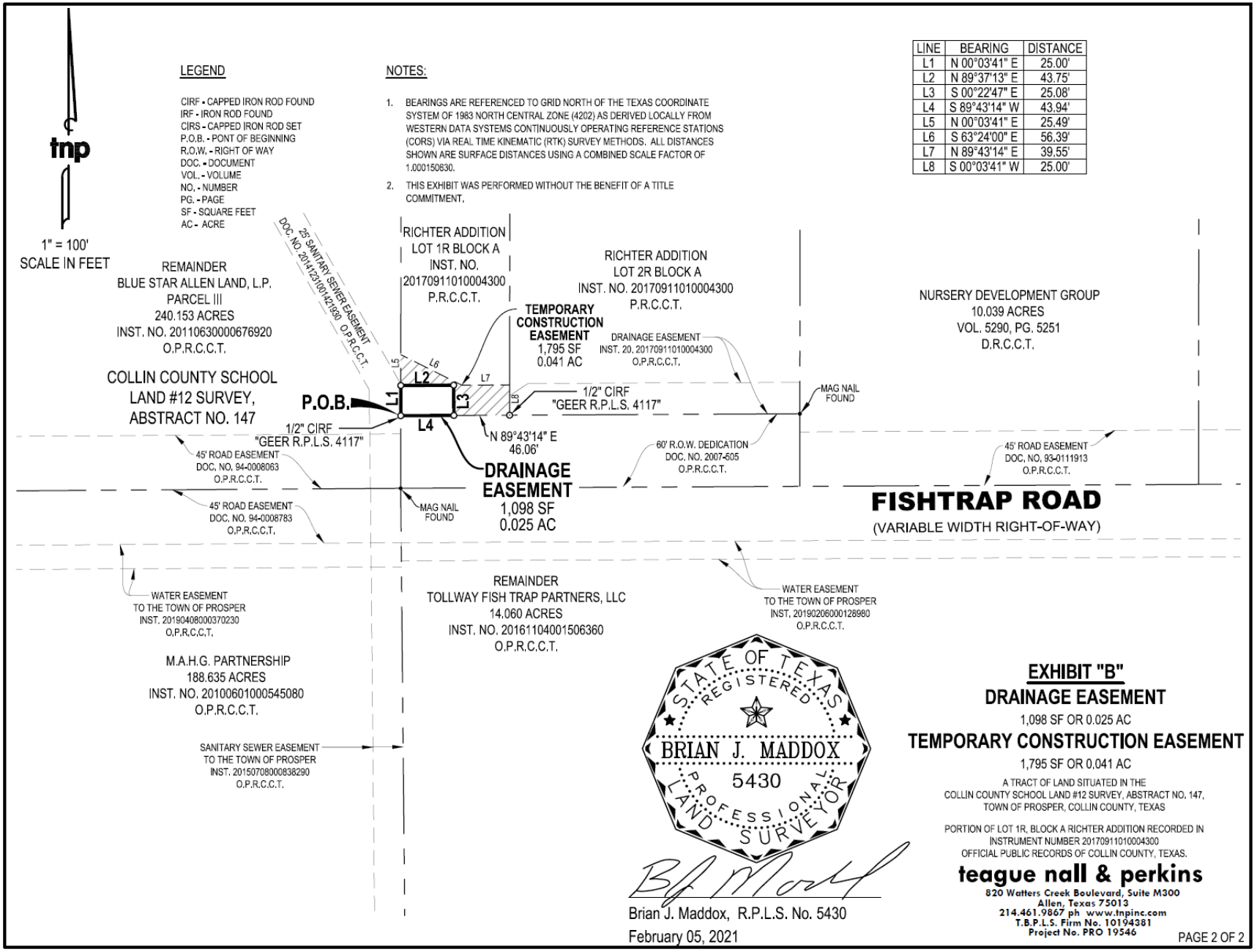
Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021

PAGE 1 OF 2


tnp
1" = 100'
SCALE IN FEET
LEGEND
CIRF - CAPPED IRON ROD FOUND
IRF - IRON ROD FOUND
CIRS - CAPPED IRON ROD SET
P.O.B. - PONT OF BEGINNING
R.O.W. - RIGHT OF WAY
DOC. - DOCUMENT
VOL. - VOLUME
NO. - NUMBER
PG. - PAGE
SF - SQUARE FEET
AC - ACRE
NOTES:
1. BEARINGS ARE REFERENCED TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202) AS DERIVED LOCALLY FROM WESTERN DATA SYSTEMS CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) SURVEY METHODS. ALL DISTANCES SHOWN ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.000150630.
2. THIS EXHIBIT WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
LINE BEARING DISTANCE
L1 N 00°03'41" E 25.00'
L2 N 89°37'13" E 43.75'
L3 S 00°22'47" E 25.08'
L4 S 89°43'14" W 43.94'
L5 N 00°03'41" E 25.49'
L6 S 63°24'00" E 56.39'
L7 N 89°43'14" E 39.55'
L8 S 00°03'41" W 25.00'
REMAINDER
BLUE STAR ALLEN LAND, L.P.
PARCEL III
240.153 ACRES
INST. NO. 20110630000676920
O.P.R.C.C.T.
COLLIN COUNTY SCHOOL
LAND #12 SURVEY,
ABSTRACT NO. 147
25' SANITARY SEWER EASEMENT
DOC. NO. 20141231001421930 O.P.R.C.C.T.
RICHTER ADDITION
LOT 1R BLOCK A
INST. NO.
20170911010004300
P.R.C.C.T.
TEMPORARY
CONSTRUCTION
EASEMENT
1,795 SF
0.041 AC
DRAINAGE EASEMENT
INST. 20, 20170911010004300
O.P.R.C.C.T.
RICHTER ADDITION
LOT 2R BLOCK A
INST. NO. 20170911010004300
P.R.C.C.T.
NURSERY DEVELOPMENT GROUP
10.039 ACRES
VOL. 5290, PG. 5251
D.R.C.C.T.
P.O.B.
1/2" CIRF
"GEER R.P.L.S. 4117"
1/2" CIRF
"GEER R.P.L.S. 4117"
MAG NAIL
FOUND
N 89°43'14" E
46.06'
DRAINAGE
EASEMENT
1,098 SF
0.025 AC
60' R.O.W. DEDICATION
DOC. NO. 2007-505
O.P.R.C.C.T.
45' ROAD EASEMENT
DOC. NO. 93-0111913
O.P.R.C.C.T.
45' ROAD EASEMENT
DOC. NO. 94-0008063
O.P.R.C.C.T.
45' ROAD EASEMENT
DOC. NO. 94-0008783
O.P.R.C.C.T.
MAG NAIL
FOUND
FISHTRAP ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
WATER EASEMENT
TO THE TOWN OF PROSPER
INST. 20190408000370230
O.P.R.C.C.T.
REMAINDER
TOLLWAY FISH TRAP PARTNERS, LLC
14.060 ACRES
INST. NO. 20161104001506360
O.P.R.C.C.T.
WATER EASEMENT
TO THE TOWN OF PROSPER
INST. 20190206000128980
O.P.R.C.C.T.
M.A.H.G. PARTNERSHIP
188.635 ACRES
INST. NO. 20100601000545080
O.P.R.C.C.T.
SANITARY SEWER EASEMENT
TO THE TOWN OF PROSPER
INST. 20150708000838290
O.P.R.C.C.T.
STATE OF TEXAS
REGISTERED
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5430
PROFESSIONAL
LAND SURVEYOR
Brian J. Maddox, R.P.L.S. No. 5430
February 05, 2021
EXHIBIT "B"
DRAINAGE EASEMENT
1,098 SF OR 0.025 AC
TEMPORARY CONSTRUCTION EASEMENT
1,795 SF OR 0.041 AC
A TRACT OF LAND SITUATED IN THE
COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147,
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
PORTION OF LOT 1R, BLOCK A RICHTER ADDITION RECORDED IN
INSTRUMENT NUMBER 20170911010004300
OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.
teague nall & perkins
820 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph www.tnpinc.com
T.B.P.L.S. Firm No. 10194381
Project No. PRO 19546
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LOCATION MAP

Fishtrap Road (Elem-DNT)
Tracts 1-14