



*Prosper is a place where everyone matters.*

**Agenda**  
**Prosper Town Council Meeting**  
Council Chambers  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Tuesday, October 22, 2019  
**5:45 PM**

**Call to Order/ Roll Call.**

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

**Announcements of recent and upcoming events.**

**Presentations.**

1. Presentation of a Blue Star Flag to the family of a Prosper service member currently deployed by the U.S. Armed Forces. **(RB)**
2. Presentation of a ballistic vest to members of the Town of Prosper Police Department K-9 program. **(DK)**
3. Presentation of the National Procurement Institute's Achievement of Excellence in Procurement Award to members of the Town of Prosper Finance Department. **(KN)**

**Discussion Items.**

4. Update on Public Safety Complex, Phase 1. **(BA/DK)**

**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.

5. Consider and act upon the Minutes from the October 8, 2019, Town Council Meeting. **(RB)**
6. Receive the August Financial Report. **(KN)**
7. Consider and act upon a resolution accepting and approving the 2019 Tax Roll. **(KN)**
8. Consider and act upon authorizing the Town Manager to accept a grant award from the Federal Emergency Management Agency (FEMA) through the Texas Department of Emergency Management (TDEM) for the Emergency Management Performance Grant (EMPG). **(SB)**
9. Consider and act upon approving the purchase of one fire brush truck with pre-payment discount options, from Chastang Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorizing the Town Manager to execute documents for the same. **(SB)**
10. Consider and act upon approving the purchase and installation of dispatch console equipment for the new Prosper Police Station and Dispatch Facility, from Motorola Solutions, Inc., through the Houston-Galveston Area Council (HGAC) Cooperative

Purchasing Program; and authorizing the Town Manager to execute documents for the same. **(SB)**

- [11.](#) Consider and act upon approving the purchase and installation of dispatch console furniture, from Watson Furniture Group, Inc., through a National Cooperative Purchasing Alliance (NCPA) contract. **(SB)**
- [12.](#) Consider and act upon approving the purchase and installation of a 60' radio tower and microwave equipment for the new Prosper Police Station and Dispatch Facility, from JTS, through a Texas Department of Information Resources (DIR) Purchasing Contract. **(SB)**
- [13.](#) Consider and act upon authorizing the Town Manager to execute a Hike and Bike Trail Development Agreement between the Town of Prosper and Northwest 423/380 LP for the construction of a hike and bike trail, trail head parking, and trail right-of-way dedication related to the Westfork Crossing Development. **(DR)**
- [14.](#) Consider and act upon authorizing the Competitive Sealed Proposal (CSP) procurement method for construction of the Cook Lane, Phase 2 project. **(PA)**
- [15.](#) Consider and act upon authorizing the Town Manager to execute a Roadway Impact Fee Credit Agreement between Prestonwood Baptist Church, Inc., and the Town of Prosper, Texas, related to roadway impact fee credits for additional right-of-way for the E-W Collector Roadway Improvement project. **(HW)**
- [16.](#) Consider and act upon authorizing the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Victory at Frontier, L.L.C., and the Town of Prosper, Texas, related to the extension of water lines to serve the Victory at Frontier development. **(HW)**
- [17.](#) Consider and act upon an ordinance rezoning 0.2± acres from Downtown Office (DTO) to Planned Development-Downtown Office (PD-DTO), located on the northeast corner of Church Street and Second Street, to allow for the development of an Assisted Living Facility. (Z19-0013). **(AG)**
- [18.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between Iso Supply, LLC, and the Town of Prosper, Texas, related to an assisted living facility, located at the northeast corner of Church Street and Second Street. **(AG)**
- [19.](#) Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan. **(AG)**

**Citizen Comments:**

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

**REGULAR AGENDA:**

If you wish to address the Council, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as pub



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:**

- [20.](#) Conduct a Public Hearing, and consider and act upon an ordinance amending Planned Development-40 (PD-40), to modify the Development Standards for The Lagoon, on 25.3± acres, located on the north side of Pepper Grass Lane, east of Windsong Parkway. (Z19-0014). **(AG)**
  
- [21.](#) Consider and act upon a resolution authorizing the Town Manager to execute an application to the Collin County Bond Project Funding Program for the design, right-of-way, and construction of the Coit Road (First – Frontier) project. **(PA)**

**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.**

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

- 23. Honor Walls. **(HW)**
  
- 24. Lobby and Stairwell Art. **(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, October 18, 2019, and remained so posted at least 72 hours before said meeting was convened.

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Robyn Battle, Town Secretary

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Date Notice Removed

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

**NOTICE**

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

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



*Prosper is a place where everyone matters.*

**Minutes**  
**Prosper Town Council Meeting**  
 Council Chambers  
 Prosper Town Hall  
 250 W. First Street, Prosper, Texas  
 Tuesday, October 8, 2019

**Call to Order/ Roll Call.**

The meeting was called to order at 5:48 p.m.

**Council Members Present:**

Mayor Ray Smith  
 Mayor Pro-Tem Curry Vogelsang, Jr.  
 Deputy Mayor Pro-Tem Jason Dixon (arrived at 6:43 p.m.)  
 Councilmember Marcus E. Ray  
 Councilmember Craig Andres  
 Councilmember Meigs Miller  
 Councilmember Jeff Hodges

**Staff Members Present:**

Harlan Jefferson, Town Manager  
 Terry Welch, Town Attorney  
 Robyn Battle, Town Secretary/Public Information Officer  
 Chuck Springer, Executive Director of Administrative Services  
 Kelly Neal, Finance Director  
 Kala Smith, Human Resources Director  
 Hulon Webb, Engineering Services Director  
 Pete Anaya, Assistant Director of Engineering Services – Capital Projects  
 John Webb, Development Services Director  
 Alex Glushko, Planning Manager  
 Doug Kowalski, Police Chief  
 Stuart Blasingame, Fire Chief

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

Pastor Ben Lacey from Prestonwood Baptist Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

**Announcements of recent and upcoming events.**

Councilmember Ray read the following announcements:

The Town will host a public meeting to gather input on the design of Hays Park on Thursday, October 10, at 6:00 p.m. in Council Chambers during the Parks and Recreation Board Meeting. Residents are invited to attend and share their ideas.

The Prosper Police Department will offer Kid Print on Saturday, October 12, from 10:00 a.m.-noon at Lowe's in Prosper as part of Lowe's Safety Day. Kid Print allows parents to provide important information to law enforcement officers, should a child become lost or missing.

The Mayor's Luncheon for Active Adults, age 55 and older, will be held on October 23 from 11:00a.m.-1:00 p.m. Residents may contact Recreation Specialist Jonathan Weeks for more information and to register by October 14.

The Prosper Police and Fire Departments will host a Drug Take-Back Event on Saturday, October 26. Residents may drop off unused or unwanted prescription and over-the-counter drugs. The initiative provides a safe, responsible way for residents to help keep unused, expired, or unwanted drugs off the streets and out of our water supply.

The Prosper Parks and Recreation Department will hold its third annual Arbor Day Celebration on Saturday, November 2, at 9:00 a.m., at Folsom Park. The morning will include a Town proclamation and remarks by local dignitaries and the Parks and Recreation Board.

### **Presentations.**

**1. Presentation of Certificates of Appreciation to former members of the Town's Boards and Commissions. (RB)**

Mayor Smith presented Certificates of Appreciation to Bobby Atteberry, former member of the Planning and Zoning Commission, and Norma Hutchins, former member of the Board of Adjustment/Construction Board of Appeals.

### **Discussion Items.**

**2. Discussion regarding the American Association of State Highway and Transportation Officials (AASHTO) Green Book, and the Texas Manual on Uniform Traffic Control Devices (TMUTCD). (HW)**

Hulon Webb, Director of Engineering, presented this item before the Town Council. Mr. Webb reviewed the stopping distance at key intersections in Town, examining the distance from the intersection to the crosswalk and stop bars. He provided an overview of intersection sight line and visibility standards. The Town will improve visibility at certain intersections in Town by ensuring landscaping is modified or trimmed within sight lines and by moving the stop bar and stop sign at the intersections of Hays Road and First Street and La Cima and First Street.

### **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.

**3. Consider and act upon the minutes from the September 24, 2019, Town Council Meeting. (RB)**

**4. Consider and act upon approving the renewal of dental benefits with Cigna Dental; and authorizing the Town Manager to execute the same for current and future renewal periods. (KS)**

**6. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement for Geographic Information System (GIS) services between the Town of Prosper and the City of Frisco. (AG)**

7. **Consider and act upon Ordinance No. 19-74 abandoning a portion of Gee Road prescriptive right-of-way, beginning approximately 1,250 feet north of US 380 to the intersection with Fishtrap Road. (AG)**
8. **Consider and act upon authorizing the Town Manager to execute an Amended Annexation Agreement between Prosper Meadows and the Town of Prosper, Texas, regarding a 100.0± acre property, generally located on the south side of Parvin Road, west of Legacy Road. (AG)**

Councilmember Ray removed Item 5 from the Consent Agenda.

Mayor Pro-Tem Vogelsang removed Item 9 from the Consent Agenda.

Councilmember Hodges made a motion and Mayor Pro-Tem Vogelsang seconded the motion to approve all remaining items on the Consent Agenda. The motion was approved by a vote of 6-0.

5. **Consider and act upon authorizing the Competitive Sealed Proposal (CSP) procurement method for construction of the Old Town Regional Retention and Church & Parvin Drainage Improvement projects. (PA)**

The Council discussed how the various components of the CSP are weighted, indicating a preference to put more emphasis on the project timeline. Since references will be checked as part of the selection process, the Council determined it was not necessary to include this component in the selection criteria. The Council requested that staff not include an estimated completion time frame in the request for proposals. Town Manager Harlan Jefferson noted that provisions will be included in the contract that will enforce the project timeline.

Town staff was directed to allocate the project selection criteria in the CSP as follows:

- Contractor and Subcontractor experience with similar projects/Qualifications and experience of key personnel - 30%
- Proposed project timeline – 20%
- Cost proposal – 50%

After discussion, Mayor Pro-Tem Vogelsang made a motion and Councilmember Ray seconded the motion to approve the Competitive Sealed Proposal (CSP) procurement method for construction of the Old Town Regional Retention and Church & Parvin Drainage Improvement projects. The motion was approved by a vote of 6-0.

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

Planning Manager Alex Glushko responded to a question about the site plan.

After discussion, Mayor Pro-Tem Vogelsang made a motion and Councilmember Hodges seconded the motion to approve Item 9. The motion was approved by a vote of 6-0.

**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.

There were no Citizen Comments.

**REGULAR AGENDA:**

If you wish to address the Council, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council

**Items for Individual Consideration:**

10. **Presentation of service plan and second Public Hearing to consider the voluntary annexation of 6.8± acres, generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road. (A19-0001). (AG)**
11. **Consider and act upon an ordinance annexing 6.8± acres, generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road. (A19-0001). (AG)**

Mayor Smith opened Items 10 and 11 concurrently.

Planning Manager Alex Glushko presented Items 10 and 11 concurrently. In 2014, the Town extended the five-year Annexation Agreement with the property owner, who at that time, was Glen Miller. In October 2018, the property was sold to Prosper ISD. In August, Prosper ISD submitted a petition to have the property voluntarily annexed by the Town, indicating an intent to develop the subject property as a high school.

This is the second of two required Public Hearings; the first Public Hearing was held on September 24, 2019. Following the Public Hearing, the Town Council will consider an ordinance completing the annexation process.

Mayor Smith opened the Public Hearing.

With no one speaking, Mayor Smith closed the Public Hearing.

Mayor Pro-Tem Vogelsang made a motion and Councilmember Miller seconded the motion to approve Ordinance No. 19-75 annexing 6.8± acres generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road. The motion was approved by a vote of 6-0.

12. **Conduct a Public Hearing, and consider and act upon a request for a Sign Waiver to allow for a temporary sign at St. Martin de Porres Catholic Church, located on the north side of US 380, east of Windsong Parkway. (AG)**

Deputy Mayor Pro-Tem Dixon took his seat at the Council bench at 6:43 p.m.



Planning Manager Alex Glushko presented this item before the Town Council. This request is for a temporary wood frame sign for St. Martin de Porres Catholic Church, along US 380. The sign is proposed to consist of two adjoining, "V" shaped, four-foot by eight-foot plywood sign faces, each 32 square feet in area. The sign is proposed to be ten feet in height, including six-foot metal support posts. The church has indicated each 32 square-foot sign face would accommodate a banner to advertise various church events. The applicant has indicated that the temporary sign will be replaced by a permanent sign at some point in the future. The sign will be removed when not in use. The Council inquired whether the applicant would consider using a banner attached to two poles, rather than a plywood sign face, and the applicant agreed.

Mayor Smith opened the Public Hearing.

With no one speaking, Mayor Smith closed the Public Hearing.

Councilmember Miller made a motion and Councilmember Andres seconded the motion to approve the request for a Sign Waiver to allow for a temporary sign at St. Martin de Porres Catholic Church, subject to use of the sign for no more than twelve (12) weeks per year, and not more than four (4) consecutive weeks at a time. Further, use of the sign shall be discontinued after a period of time no greater than two (2) years from the date of Town Council approval, or the construction of a permanent sign, whichever occurs first. The waiver shall not include any plywood backing of the banners. The motion was approved by a vote of 7-0.

**13. Consider and act upon an ordinance amending Ordinance No. 19-65 (FY 2019-2020 Budget). (CS)**

Chuck Springer, Executive Director of Administrative Services, presented this item before the Town Council. The proposed budget amendment will amend the FY 2019-2020 Budget by increasing revenues and expenditures for the the Staffing for Adequate Fire and Emergency Response (SAFER) grant, the state homeland security grant, the adjustment to the Town's Compensation Plan to be implemented in its entirety this fiscal year, and the fire department brush truck replacement. Mr. Springer reviewed the details of the budget amendment, and the impact on the General Fund, Special Revenue Fund, Water/Sewer Fund, and Storm Drainage Fund. Responding to a question from Council, Mr. Springer indicated that the expected life span of the brush truck will be amended to ten years for the purposes of planning for future replacements in the Town's Vehicle and Equipment Replacement Fund (VERF).

Councilmember Hodges made a motion and Councilmember Ray seconded the motion to approve Ordinance No. 19-76 amending Ordinance No. 19-65 (FY 2019-2020 Budget) to provide budget authority to increase revenues and expenditures in the General Fund, to increase revenues and expenditures in the Vehicle and Equipment Replacement Fund, and to increase expenditures in the Crime Control and Prevention Special Purpose District Fund, Fire Control, Prevention and Emergency Medical Services Special Purpose District Fund, Water-Sewer Fund, and Storm Drainage Fund. The motion was approved 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.**

The Town Council recessed into Executive Session at 6:49 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 8:34 p.m.

Councilmember Miller made a motion and Councilmember Hodges seconded the motion to authorize the Town Manager to execute a Development Agreement with TR 38 Acres LLC, and signing the right-of-way dedication documentation. The motion was approved by a vote of 7-0.

Councilmember Miller made a motion and Deputy Mayor Pro-Tem Dixon seconded the motion to authorize the Town Manager to execute a First Amended Economic Development Incentive Agreement with Northeast 423/380 Ltd. and Northwest 423/380 Ltd. The motion was approved by a vote of 7-0.

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

**14. Discussion regarding updates to the Thoroughfare Plan. (HW)**

Hulon Webb, Director of Engineering, briefed the Council on the Town's Thoroughfare Plan. Town staff has historically used the Thoroughfare Plan as a conceptual guide for the placement of the Town's major roadways. The Plan depicts a rough estimate of the current and anticipated roadway alignments within the Town. With the recent discussion on the Malabar Hills Preliminary Plat, Town staff received multiple comments from the public related to the interpretation that the Thoroughfare Plan portrays actual alignments, rather than conceptual. To clarify the misconceptions, Town staff will propose regular updates to the Thoroughfare Plan in situations where either the current or anticipated roadway alignments do not match. The next updated to the Thoroughfare Plan will be brought forward for Council approval in November 2019. Mayor Pro-Tem Vogelsang requested Town staff to include a grade separation at First Street and the BNSF Railroad in the next Thoroughfare Plan update.

**15. Town Council Tailgate Party. (RB)**

Town Secretary/PIO Robyn Battle briefed the Council on the tailgate party held on September 27. The Council decided not to hold any more parties this year, but will consider holding one party sometime during next year's football season. Town staff will bring the issue forward for Council consideration prior to the start of the 2020 football season.

**Adjourn.**

The meeting was adjourned at 8:57 p.m. on Tuesday, October 8, 2019.

These minutes approved on the 22nd day of October 2019.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**Robyn Battle, Town Secretary**

DRAFT



# MONTHLY FINANCIAL REPORT

## as of August 30, 2019

### Budgetary Basis

Prepared by  
Finance Department

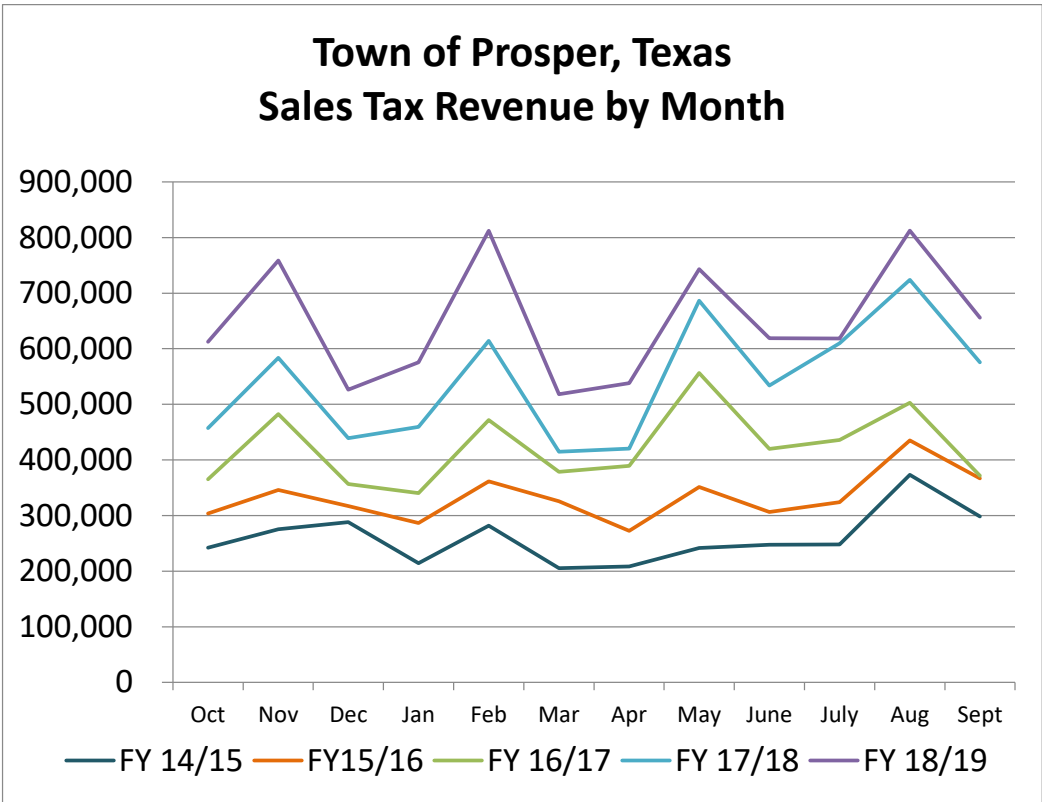
October 22, 2019

TOWN OF PROSPER, TEXAS

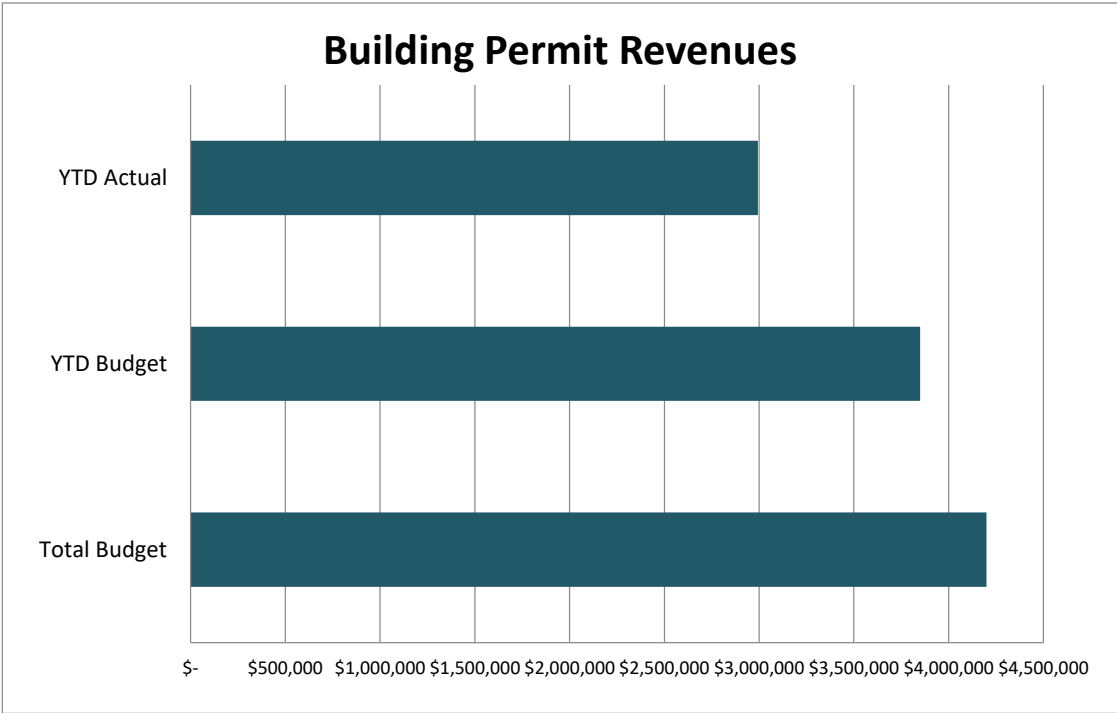
# MONTHLY FINANCIAL REPORT AUGUST 2019

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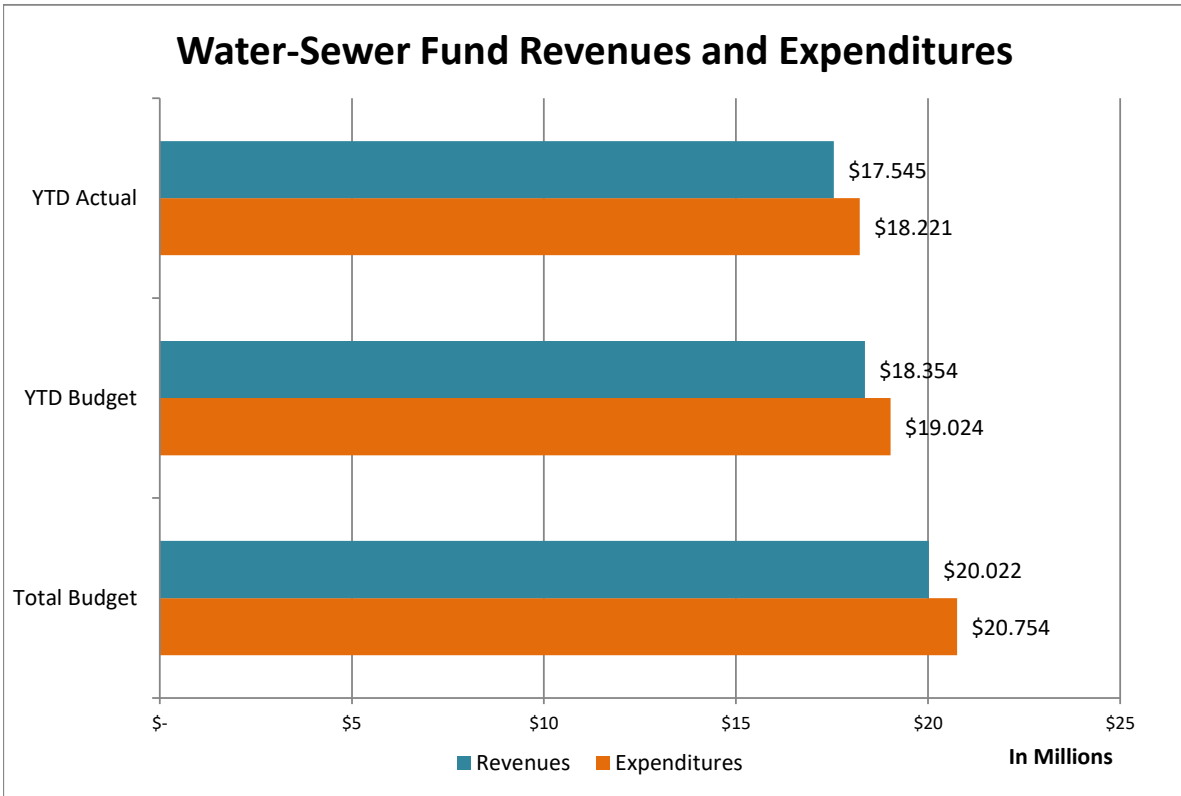
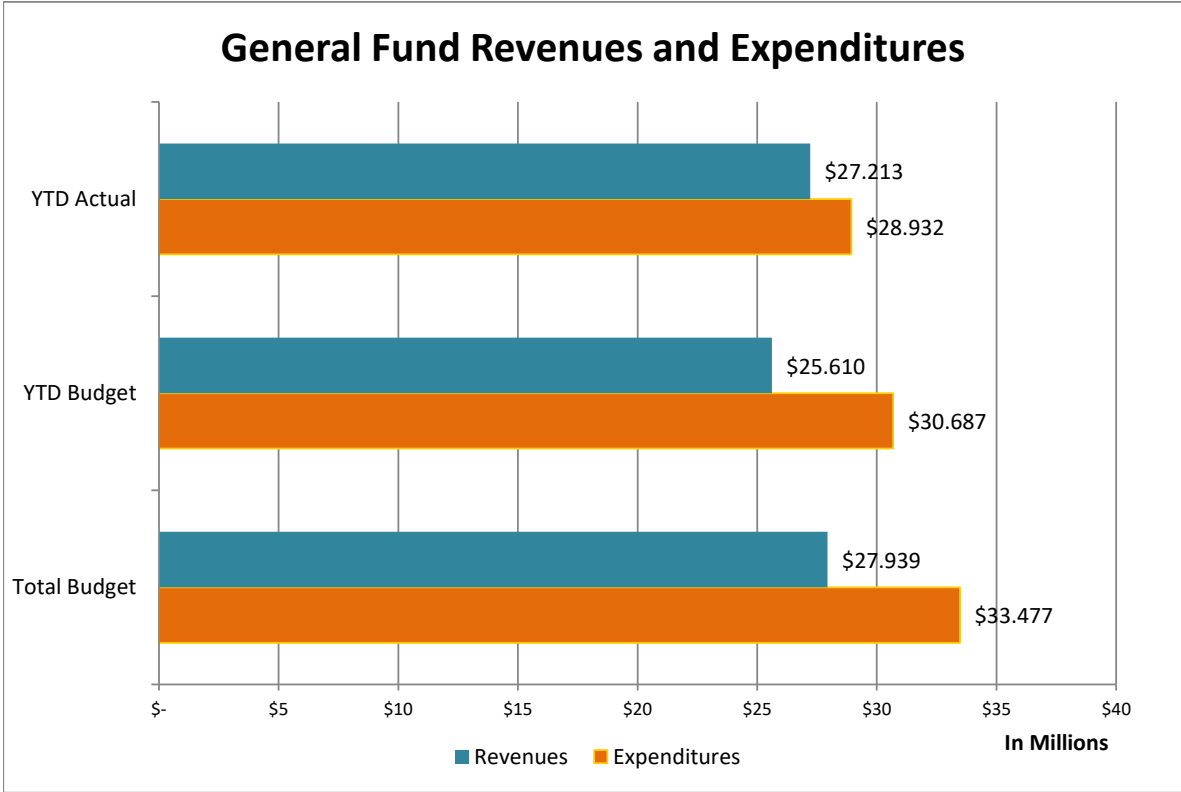
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December sales tax was the first month Special Purpose Districts received the 0.50% sales tax that in previous years was reported in the General Fund.









Prosper is a place where everyone matters.

Town of Prosper

Monthly Financial Report FY 2018/2019

Through the Month Ended August 2019

Unaudited - Intended for Management Purposes Only

The following is a summary of the Town's financial results for operating funds. This information is summarized from financial statements for the monthly period that ended August 2019.

**GENERAL FUND AT A GLANCE**

Category	Budget	YTD Actual	%	% Year Passed
<b>Resources</b>				91.67%
Revenues	\$27,938,507	\$27,212,859	97.40%	
Other Resources-Beginning Fund Balance	\$8,139,265	\$8,139,265	100.00%	
<b>Uses</b>				91.67%
Expenditures	\$33,476,508	\$28,932,063	86.42%	
Ending Fund Balance	\$2,601,263	\$2,601,263	100.00%	
<b>Resources Over (Under) Uses</b>	\$0	\$3,818,798		

**UTILITY FUNDS AT A GLANCE**

Category	Budget	YTD Actual	%	% Year Passed
<b>Resources</b>				91.67%
Revenues	\$20,606,853	\$18,106,870	87.87%	
Other Resources-Beginning Fund Balance	\$7,831,267	\$7,831,267	100.00%	
<b>Uses</b>				91.67%
Expenditures	\$21,010,686	\$18,447,479	87.80%	
Ending Fund Balance	\$7,427,434	\$7,427,434	100.00%	
<b>Resources Over (Under) Uses</b>	\$0	\$63,225		

**OTHER MAJOR IMPACT FEE FUNDS AT A GLANCE**

Category	Budget	YTD Actual	%	% Year Passed
<b>Resources</b>				91.67%
Revenues	\$10,234,000	\$9,978,659	97.50%	
Other Resources-Beginning Fund Balance	\$10,238,944	\$10,238,944	100.00%	
<b>Uses</b>				91.67%
Expenditures	\$17,399,983	\$9,079,847	52.18%	
Ending Fund Balance	\$3,072,961	\$3,072,961	100.00%	
<b>Resources Over (Under) Uses</b>	\$0	\$8,064,794		

TOWN OF PROSPER, TEXAS  
 MONTHLY FINANCIAL REPORT  
 August 31, 2019  
 Expected Year to Date Percent 91.67%

GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
<b>REVENUES</b>										
Property Taxes	\$ 14,361,960	\$ -	\$ 14,361,960	\$ 14,559,733	\$ -	\$ (197,773)	101%	1	\$ 12,049,369	21%
Sales Taxes	4,460,015	-	4,460,015	4,874,895	-	(414,880)	109%		5,788,619	-16%
Franchise Fees	1,425,650	-	1,425,650	1,156,490	-	269,160	81%	2	1,245,102	-7%
Building Permits	4,200,000	-	4,200,000	2,993,716	-	1,206,284	71%	3	3,839,349	-22%
Other Licenses, Fees & Permits	1,199,159	-	1,199,159	1,189,233	-	9,926	99%		1,292,791	-8%
Charges for Services	345,615	-	345,615	373,669	-	(28,054)	108%		380,158	-2%
Fines & Warrants	427,224	-	427,224	450,591	-	(23,367)	105%		385,796	17%
Intergovernmental Revenue (Grants)	-	61,362	61,362	101,673	-	(40,311)	166%	5	44,912	
Investment Income	212,194	-	212,194	306,471	-	(94,277)	144%		215,664	42%
Transfers In	881,541	-	881,541	808,079	-	73,462	92%		770,919	5%
Miscellaneous	103,887	-	103,887	181,312	-	(77,425)	175%	5	196,257	-8%
Park Fees	259,900	-	259,900	216,997	-	42,903	83%	2	209,871	3%
Total Revenues	\$ 27,877,145	\$ 61,362	\$ 27,938,507	\$ 27,212,859	\$ -	\$ 725,647	97%		\$ 26,418,808	3%
<b>EXPENDITURES</b>										
Administration	\$ 6,122,012	\$ 1,131,293	\$ 7,253,305	\$ 7,008,708	\$ 65,197	\$ 179,400	98%	4	\$ 5,235,712	34%
Police	4,742,276	51,690	4,793,966	3,811,690	1,006	981,270	80%		4,138,971	-8%
Fire/EMS	7,675,378	242,457	7,917,835	7,317,280	4,482	596,073	92%	4	5,739,822	27%
Public Works	3,698,019	923,411	4,621,430	3,634,123	532,311	454,996	90%		3,824,613	-5%
Community Services	3,951,808	314,194	4,266,002	3,602,940	101,508	561,554	87%		3,520,148	2%
Development Services	3,028,688	69,524	3,098,212	2,477,597	12,214	608,401	80%		2,171,631	14%
Engineering	1,236,308	289,451	1,525,759	1,079,725	95,045	350,989	77%		850,814	27%
Total Expenses	\$ 30,454,489	\$ 3,022,019	\$ 33,476,508	\$ 28,932,063	\$ 811,762	\$ 3,732,683	89%		\$ 25,481,710	14%
REVENUE OVER (UNDER) EXPENDITURES	\$ (2,577,344)	\$ (2,960,658)	\$ (5,538,002)	\$ (1,719,204)				6	\$ 937,098	
Beginning Fund Balance October 1-Unassigned/Unrestricted			\$ 8,139,265	\$ 8,139,265					\$ 11,852,142	
Ending Fund Balance			\$ 2,601,263	\$ 6,420,061					\$ 12,789,240	

Notes

- Property taxes are billed in October and the majority of collections occur December through February. November 30, the Town received a large current property tax deposit.
- Franchise fees and other various license and fees are paid quarterly or annually. Finance is seeing a reduction in Construction fees collected. Revenue is not tracking as strong as projected. Park fees are seasonal and the Town should see an uptick as the season changes. Parks is estimating program fee revenue to come in lower than budget.
- Building permits issued through August compared to this time last year is down by 22% which is reflected in collected revenue reported. Finance has reviewed and informed Council during the budget worksessions.
- Departments encumber funds for contracts that usually reflect the entire budget. Administration reflects one-time capital expenses for Police Facility FFE and enhanced construction costs.
- Grant revenue: PD STEP grant YTD \$10,344.27; Fire EMPG grant YTD \$27,391.33; Collin County Library Grant \$2,575.50. California FF grant funds of \$61,361.56 posted through August. Town has received Insurance Proceeds for various TML claims that the Town has incurred.

6 Adopted Budget and Budget Amendments for One-Time Expenses reflects a reduction in Fund Balance Budget of \$5.5M.

Public Safety Facility FFE	\$1,150,000
Public Safety Facility delta	\$1,131,293
Ladder Truck	\$1,650,000
Streets - ROW/Improvements	\$813,000
Park CIP Projects	\$158,194
PO Roll Forward	\$253,125
Fire Modular Building	\$104,603
Fire Railroad Monitoring	\$30,000
Fire CAD Service Agreement	\$46,492
Park Downtown Monument Signage Design Svcs	\$16,000
Downtown Live Event	\$140,000
Engineering Restructuring/Personnel	\$267,951
SubTotal	\$5,760,658

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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
<b>REVENUES</b>										
Water Charges for Services	\$ 11,780,047	\$ -	\$ 11,780,047	\$ 9,513,122	\$ -	\$ 2,266,925	81%	1	\$ 10,088,258	-6%
Sewer Charges for Services	6,271,457	-	6,271,457	6,079,856	-	191,601	97%		4,785,565	27%
Sanitation Charges for Services	1,377,830	-	1,377,830	1,086,476	-	291,354	79%	1	1,020,645	6%
Licenses, Fees & Permits	42,052	-	42,052	153,243	-	(111,191)	364%	3	114,379	34%
Water Penalties	1,850	-	1,850	1,475	-	375	80%	1	1,475	0%
Utility Billing Penalties	99,225	-	99,225	122,941	-	(23,716)	124%		104,837	17%
Investment Income	98,752	-	98,752	159,372	-	(60,620)	161%		112,826	41%
Other	350,892	-	350,892	428,105	-	(77,213)	122%	3	781,425	-45%
<b>Total Revenues</b>	<b>\$ 20,022,105</b>	<b>\$ -</b>	<b>\$ 20,022,105</b>	<b>\$ 17,544,590</b>	<b>\$ -</b>	<b>\$ 2,477,515</b>	<b>88%</b>		<b>\$ 17,009,409</b>	<b>3%</b>
<b>EXPENDITURES</b>										
Administration	\$ 2,121,521	\$ 143,274	\$ 2,264,795	\$ 2,021,727	\$ -	\$ 243,068	89%		\$ 1,584,676	28%
Debt Service	3,493,726	-	3,493,726	3,547,697	-	(53,971)	102%	2	2,973,872	
Water Purchases	5,349,510	(25,000)	5,324,510	4,662,502	-	662,008	88%		3,850,983	21%
Public Works	9,586,605	84,250	9,670,855	7,989,492	42,721	1,638,642	83%		6,804,161	17%
<b>Total Expenses</b>	<b>\$ 20,551,362</b>	<b>\$ 202,524</b>	<b>\$ 20,753,886</b>	<b>\$ 18,221,417</b>	<b>\$ 42,721</b>	<b>\$ 2,489,748</b>	<b>88%</b>		<b>\$ 15,213,692</b>	<b>20%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (529,257)</b>	<b>\$ (202,524)</b>	<b>\$ (731,781)</b>	<b>\$ (676,827)</b>					<b>\$ 1,795,718</b>	
Beginning Working Capital October 1			7,869,816	7,869,816					9,110,072	
Ending Working Capital			<u>\$ 7,138,035</u>	<u>\$ 7,192,990</u>					<u>\$ 10,905,790</u>	

Notes

- Rate increases are reflected. Revenue history has shown the average cumulative through August is 86.3%. See new stats being tracked on rainfall below. April, May & June had significant amount of rainfall. August billing reflected (2.02%) less revenue and consumption was (5.07%) less than August last year.
- Debt Service exceeds budget due to the costs associated with the issuance of the 2019 CO Bonds. Net bond expense = \$53,971
- Licenses, Fees & Permits has exceeded budget due to the 3% convenience fee charged for the use of merchant credit cards. The Town is charged the fee therefore reflected as a pass-thru fee. Other revenue exceeds budgeted revenue due to PW's work order charges. Budget of \$120K and we have billed \$200,097 to date.

	Jul-19		Jul-18		Growth % Change	Average Monthly	Average Cumulative
	WATER	SEWER	WATER	SEWER			
# of Accts Residential	8,294	7,615	7,519	6,846	10.75%	October	9.4%
# of Accts Commercial	344	258	305	229	12.73%	November	7.1%
Consumption-Residential	122,653,820	51,088,665	179,752,810	49,822,983	-24.32%	December	5.3%
Consumption-Commercial	11,668,330	5,827,140	13,390,490	5,487,710	-7.32%	January	4.4%
Average Residential Water Consumption	14,788		23,906		-38.14%	February	4.6%
Billed (\$) Residential	\$826,020.95		\$1,162,454.77			March	4.5%
Billed (\$) Commercial	\$102,683.57		\$107,162.06			April	6.4%
Total Billed (\$)	\$928,704.52	\$511,969.80	\$1,269,616.83	\$416,909.81	-14.58%	May	7.1%
2nd year rate change will be reflected in November, 2018 billing							
Average rainfall for August is 1.91							
Rainfall	Sep-18	12.69	Sep-17	0.47		June	8.8%
	Oct-18	15.66	Oct-17	2.12		July	12.2%
	Nov-18	0.86	Nov-17	0.81		August	15.7%
	Dec-18	4.55	Dec-17	4.56		September	14.6%
	Jan-19	1.58	Jan-18	0.85			
	Feb-19	1.29	Feb-18	11.31			
	Mar-19	2.01	Mar-18	2.90			
	Apr-19	6.75	Apr-18	0.77			
	May-19	8.15	May-18	1.87			
	Jun-19	4.13	Jun-18	1.27			
Jul-19	0.78	Jul-18	0.25				
Aug-19	2.44	Aug-18	2.99				

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**DEBT SERVICE FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Property Taxes-Delinquent	\$ 168,392	\$ -	\$ 168,392	\$ 78,174	\$ -	\$ 90,218	46%	1	\$ 21,621	262%
Property Taxes-Current	5,725,328	-	5,725,328	5,936,569	-	(211,241)	104%	1	5,019,018	18%
Taxes-Penalties	65,000	-	65,000	33,376	-	31,624	51%	1	18,051	85%
Interest Income	40,000	-	40,000	87,661	-	(47,661)	219%		53,901	63%
<b>Total Revenues</b>	<b>\$ 5,998,720</b>	<b>\$ -</b>	<b>\$ 5,998,720</b>	<b>\$ 6,135,781</b>	<b>\$ -</b>	<b>\$ (137,061)</b>	<b>102%</b>		<b>\$ 5,112,591</b>	<b>20%</b>
<b>EXPENDITURES</b>										
Professional Services	\$ 8,400	\$ -	\$ 8,400	\$ 3,571	\$ -	\$ 4,829			\$ 8,280	
2008 CO Bond Payment	-	-	-	-	-	-			558,000	
2010 Tax Note Payment	-	-	-	-	-	-			-	
2011 Refunding Bond Payment	-	-	-	-	-	-			117,000	
2012 GO Bond Payment	185,000	-	185,000	185,000	-	-	100%	2	-	
2012 OO Bond Payment	58,650	-	58,650	58,650	-	-	100%	2	-	
2013 GO Refunding Bond	160,000	-	160,000	160,000	-	-	100%	2	155,000	
Bond Administrative Fees	9,600	-	9,600	13,752	-	(4,152)	143%	3	17,750	-23%
2014 GO Bond Payment	265,000	-	265,000	265,000	-	-	100%	2	255,000	
2015 GO Bond Payment	175,000	-	175,000	175,000	-	-	100%	2	170,000	
2015 CO Bond Payment	60,000	-	60,000	60,000	-	-	100%	2	60,000	
2016 GO Debt Payment	946,800	-	946,800	946,800	-	-	100%	2	374,100	
2016 CO Debt Payment	90,000	-	90,000	90,000	-	-	100%	2	115,000	
2017 CO Debt Payment	355,000	-	355,000	355,000	-	-	100%	2	575,000	
2017 GO Debt Payment	35,000	-	35,000	35,000	-	-	100%	2	-	
2018 GO Debt Payment	115,000	-	115,000	115,000	-	-	100%	2	-	
2018 CO Debt Payment	895,000	-	895,000	895,000	-	-	100%	2	-	
Bond Interest Expense	2,839,989	-	2,839,989	2,839,989	-	1	100%	2	2,155,806	
<b>Total Expenditures</b>	<b>\$ 6,198,439</b>	<b>\$ -</b>	<b>\$ 6,198,439</b>	<b>\$ 6,197,762</b>	<b>\$ -</b>	<b>\$ 678</b>	<b>100%</b>		<b>\$ 4,552,656</b>	
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (199,719)</b>	<b>\$ -</b>	<b>\$ (199,719)</b>	<b>\$ (61,981)</b>					<b>\$ 559,935</b>	
Beginning Fund Balance October 1			2,558,230	2,558,230					2,147,248	
Ending Fund Balance Current Month			<u>\$ 2,358,511</u>	<u>\$ 2,496,249</u>					<u>\$ 2,707,183</u>	

- Notes
- Property taxes are billed in October and the majority of collections occur December through February. On November 30, the Town recorded a large current property tax payment.
  - The Town has encumbered or paid the annual debt service payments that are paid in February and August.
  - Payment to Texas Attorney General filing fee on the issuance of the 2019 CO Bonds - Chapter 1202 Texas Government Code

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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Sales Tax - Town	\$ 1,227,504	\$ -	\$ 1,227,504	\$ 944,043	\$ -	\$ 283,461	77%	1	\$ -	-
Interest Income	5,000	-	5,000	-	-	5,000	0%	1	-	-
Other	-	-	-	-	-	-	-		-	-
<b>Total Revenue</b>	<b>\$ 1,232,504</b>	<b>\$ -</b>	<b>\$ 1,232,504</b>	<b>\$ 944,043</b>	<b>\$ -</b>	<b>\$ 288,461</b>	<b>77%</b>		<b>\$ -</b>	<b>-</b>
<b>EXPENDITURES</b>										
Personnel	\$ 1,149,504	\$ -	\$ 1,149,504	\$ 1,092,742	\$ -	\$ 56,762	95%	2	\$ -	-
Other	83,000	-	83,000	52,736	-	30,264	64%		-	-
<b>Total Expenditures</b>	<b>\$ 1,232,504</b>	<b>\$ -</b>	<b>\$ 1,232,504</b>	<b>\$ 1,145,478</b>	<b>\$ -</b>	<b>\$ 87,026</b>	<b>93%</b>		<b>\$ -</b>	<b>-</b>
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ (201,435)					\$ -	-
Beginning Fund Balance October 1				-	-				-	-
Ending Fund Balance Current Month			<u>\$ -</u>	<u>\$ (201,435)</u>					<u>\$ -</u>	<u>-</u>

Notes

- 1 First sales tax receipt was received in December. This fund will report 12 month of sales tax collections with the year end accrual for sales tax receipts received in October and November for August and September sales. Due to expenditures starting October 1 for salaries and sales tax receipts did not start until December, the fund reflects a negative balance. Therefore, no interest earnings are reflected until the fund shows a positive balance.
- 2 Finance will monitor expenditures as it relates to funds available. Personnel is high due to overtime expenses associated with the 12 sworn officers paid out of this district.



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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Sales Tax - Town	\$ 1,227,504	\$ -	\$ 1,227,504	\$ 943,680	\$ -	\$ 283,824	77%	1	\$ -	-
Interest Income	5,000	-	5,000	-	-	5,000	0%	1	-	-
Other	-	-	-	-	-	-	-		-	-
<b>Total Revenue</b>	<b>\$ 1,232,504</b>	<b>\$ -</b>	<b>\$ 1,232,504</b>	<b>\$ 943,680</b>	<b>\$ -</b>	<b>\$ 288,824</b>	<b>77%</b>		<b>\$ -</b>	<b>-</b>
<b>EXPENDITURES</b>										
Personnel	\$ 1,160,004	\$ -	\$ 1,160,004	\$ 1,235,523	\$ -	\$ (75,519)	107%	2	\$ -	-
Other	72,500	-	72,500	49,700	-	22,800	69%		-	-
<b>Total Expenditures</b>	<b>\$ 1,232,504</b>	<b>\$ -</b>	<b>\$ 1,232,504</b>	<b>\$ 1,285,224</b>	<b>\$ -</b>	<b>\$ (52,720)</b>	<b>104%</b>		<b>\$ -</b>	<b>-</b>
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ (341,544)					\$ -	-
Beginning Fund Balance October 1				-	-				-	-
Ending Fund Balance Current Month			<u>\$ -</u>	<u>\$ (341,544)</u>					<u>\$ -</u>	<u>-</u>

Notes

- 1 First sales tax receipt was received in December. This fund will report 12 month of sales tax collections with the year end accrual for sales tax receipts received in October and November for August and September sales. Due to expenditures starting October 1 for salaries and sales tax receipts did not start until December, the fund reflects a negative balance. Therefore, no interest earnings are reflected until the fund shows a positive balance.
- 2 Finance will monitor expenditures as it relates to funds available. Personnel is high due to overtime expenses associated with the 12 firefighters paid out of this district.

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**VEHICLE AND EQUIPMENT REPLACEMENT FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-		\$ -	
Other Reimbursements	20,000	-	20,000	121,920	-	(101,920)	610%	1	-	
Interest Income	25,000	-	25,000	57,069	-	(32,069)	228%		28,161	
Transfers In	1,597,961	-	1,597,961	1,492,874	-	105,088	93%	3	988,827	
<b>Total Revenue</b>	<b>\$ 1,642,961</b>	<b>\$ -</b>	<b>\$ 1,642,961</b>	<b>\$ 1,671,863</b>	<b>\$ -</b>	<b>\$ (28,902)</b>	<b>102%</b>		<b>\$ 1,016,988</b>	<b>64%</b>
<b>EXPENDITURES</b>										
Vehicle Replacement	\$ 532,339	\$ 740,325	\$ 1,272,664	\$ 929,852	\$ 415,306	\$ (72,493)	106%	2	\$ 265,425	
Equipment Replacement	277,336	-	277,336	292,910	-	(15,574)	106%	2	61,360	
Technology Replacement	85,870	-	85,870	64,726	-	21,144	75%	2	2,555	
<b>Total Expenditures</b>	<b>\$ 895,545</b>	<b>\$ 740,325</b>	<b>\$ 1,635,870</b>	<b>\$ 1,287,488</b>	<b>\$ 415,306</b>	<b>\$ (66,923)</b>	<b>104%</b>		<b>\$ 329,340</b>	
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 747,416</b>	<b>\$ (740,325)</b>	<b>\$ 7,091</b>	<b>\$ 384,375</b>					<b>\$ 687,649</b>	
Beginning Fund Balance October 1			2,337,780	2,337,780					1,710,537	
Ending Fund Balance Current Month			<u>\$ 2,344,871</u>	<u>\$ 2,722,155</u>					<u>\$ 2,398,186</u>	

**Notes**

- 1 Auction revenues and insurance reimbursements are placed in the Other Reimbursements account as they occur. The revenue reflected is for last year's auction proceeds. Auction proceeds reported this year is due to when the auction took place and when funds were received.
- 2 Funds have been expended or encumbered for this year's replacement vehicles, equipment, and technology. Vehicles slated for replacement came in higher than budget. With our new relationship with Enterprise, budgets will be identified early and will be exact cost for vehicle and ALL aftermarket items. The difference of actual to budget is adjusted annually during the budget process associated with department's transfers in to the VERF fund.
- 3 Transfers In exceed YTD of budget due to insurance proceeds that should have been posted to VERF. This is reflected in April as additional transfer in.

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**STORM DRAINAGE UTILITY FUND**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Storm Drainage Utility Fee	\$ 577,248	\$ -	\$ 577,248	\$ 557,867	\$ -	\$ 19,381	97%		\$ 477,348	17%
Interest Income	7,500	-	7,500	4,413	-	3,087	59%	1	1,684	162%
Other Revenue	-	-	-	-	-	-	-		-	-
<b>Total Revenue</b>	<b>\$ 584,748</b>	<b>\$ -</b>	<b>\$ 584,748</b>	<b>\$ 562,280</b>	<b>\$ -</b>	<b>\$ 22,468</b>	<b>96%</b>		<b>\$ 479,032</b>	<b>17%</b>
<b>EXPENDITURES</b>										
Personnel Services	\$ 162,360	\$ -	\$ 162,360	\$ 150,610	\$ -	\$ 11,750	93%	3	\$ 104,778	44%
Debt Service	-	-	-	-	-	-	0%	2	253,267	
Operating Expenditures	20,700	-	20,700	7,857	-	12,843	38%		14,761	-47%
Transfers Out	73,740	-	73,740	67,595	-	6,145	92%		101,480	-33%
<b>Total Expenses</b>	<b>\$ 256,800</b>	<b>\$ -</b>	<b>\$ 256,800</b>	<b>\$ 226,062</b>	<b>\$ -</b>	<b>\$ 30,738</b>	<b>88%</b>		<b>\$ 474,286</b>	<b>-52%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 327,948</b>	<b>\$ -</b>	<b>\$ 327,948</b>	<b>\$ 336,218</b>					<b>\$ 4,746</b>	
Beginning Working Capital October 1			(38,549)	(38,549)					(79,275)	
Ending Working Capital Current Month			<u>\$ 289,399</u>	<u>\$ 297,669</u>					<u>\$ (74,529)</u>	

**Note**

- 1 Due to low fund balance, this impacts Stormwater Drainage's claim on cash and share of earned interest revenue.
- 2 Stormwater's debt service is being absorbed in the Debt Service Fund to help assist the negative fund balance. This is a one year assistance.
- 3 Personnel Services is over 11/12th or 91.67% of budget due to Overtime expenses. The total operating budget for Drainage is not over budget and will help offset Personnel expenses.

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PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Park Dedication-Fees	\$ 600,000	\$ -	\$ 600,000	\$ 375,146	\$ -	\$ 224,854	63%	2	\$ 223,433	
Park Improvements	250,000	-	250,000	113,784	-	136,216	46%	2	69,200	
Contributions/Grants	-	-	-	-	-	-	-		-	
Interest-Park Dedication	10,000	-	10,000	21,100	-	(11,100)	211%		26,570	-21%
Interest-Park Improvements	8,000	-	8,000	24,059	-	(16,059)	301%		16,731	44%
Total Revenue	\$ 868,000	\$ -	\$ 868,000	\$ 534,089	\$ -	\$ 333,911	62%		\$ 335,933	59%
<b>EXPENDITURES</b>										
Miscellaneous Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-		\$ -	
Developer Reimbursement-Park Imp	-	35,000	35,000	35,000	-	-	-		-	
Capital Exp-Park Imp	504,500	125,990	630,490	21,338	61,153	548,000	13%	1	870,693	
Capital Exp-Park Ded	-	-	-	-	-	-	-		455,113	
Transfers Out	-	-	-	-	-	-	-		-	
Total Expenses	\$ 504,500	\$ 160,990	\$ 665,490	\$ 56,338	\$ 61,153	\$ 548,000	18%		\$ 1,325,806	
REVENUE OVER (UNDER) EXPENDITURES	\$ 363,500	\$ (160,990)	\$ 202,510	\$ 477,752					\$ (989,872)	
Beginning Fund Balance October 1			1,857,785	1,857,785					3,683,495	
Ending Fund Balance Current Month			<u>\$ 2,060,295</u>	<u>\$ 2,335,537</u>					<u>\$ 2,693,623</u>	

Notes

- 1 Encumbrance for contract at Cockrell Park Trail Connection and Hays Park.
- 2 Parks is working with developers to provide the Park Improvements/Development vs the Town collecting the Fees.

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**TIRZ #1 - BLUE STAR**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>									
Impact Fee Revenue:									
Water Impact Fees	\$ 125,000	\$ -	\$ 125,000	\$ 19,868	\$ 105,132	16%		\$ 11,462	
Wastewater Impact Fees	75,000	-	75,000	11,852	63,148	16%		5,644	
East Thoroughfare Impact Fees	300,000	-	300,000	92,173	207,827	31%		191,590	
Property Taxes - Town (Current)	290,232	-	290,232	340,626	(50,394)	117%		132,016	
Property Taxes - Town (Rollback)	-	-	-	-	-			-	
Property Taxes - County (Current)	83,081	-	83,081	73,604	9,477	89%		34,862	
Sales Taxes - Town	450,000	-	450,000	422,629	27,371	94%		154,574	
Sales Taxes - EDC	390,000	-	390,000	353,952	36,048	91%		129,455	
Investment Income	5,000	-	5,000	9,781	(4,781)	196%		4,797	
Transfer In	-	-	-	1,449	(1,449)		1		
Total Revenue	\$ 1,718,313	\$ -	\$ 1,718,313	\$ 1,325,933	\$ 392,380	77%		\$ 455,705	
<b>EXPENDITURES</b>									
Professional Services	\$ -	\$ -	\$ -	\$ 74	\$ -			\$ -	
Developer Rebate	1,718,313	-	1,718,313	1,178,853	539,460	69%	2	-	
Transfers Out	-	-	-	-	-			-	
Total Expenses	\$ 1,718,313	\$ -	\$ 1,718,313	\$ 1,178,927	\$ 539,460	69%		\$ -	
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 147,006				\$ 455,705	
Beginning Fund Balance October 1			213,282	213,282				187,499	
Ending Fund Balance Current Month			<u>\$ 213,282</u>	<u>\$ 360,288</u>				<u>\$ 643,204</u>	

Note

- 1 Sales Tax audit confirmed correcting sales tax reported in the prior year to the GF and EDC that should be TIRZ # 1 revenue. Transfer In reflects this amount.
- 2 Another check has been issued in September to the developer based on collected revenue reported to date.

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**TIRZ #2 - MATTHEWS SOUTHWEST**

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>								
Impact Fee Revenue:								
West Thoroughfare Impact Fees	\$ 325,500	\$ -	\$ 325,500	\$ -	0%		\$ -	0%
Property Taxes - Town (Current)	15,053	-	15,053	15,053	100%		-	0%
Property Taxes - Town (Rollback)	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	4,308	-	4,308	3,738	87%		-	0%
Sales Taxes - Town	150	-	150	14	9%		(15)	0%
Sales Taxes - EDC	150	-	150	14	9%		(15)	0%
Investment Income	1,000	-	1,000	580	58%		347	67%
<b>Total Revenue</b>	<b>\$ 346,161</b>	<b>\$ -</b>	<b>\$ 346,161</b>	<b>\$ 19,397</b>	<b>6%</b>		<b>\$ 316</b>	<b>6046%</b>
<b>EXPENDITURES</b>								
Professional Services	\$ -	\$ -	\$ -	\$ -			\$ -	0%
Developer Rebate	346,161	-	346,161	19,959	6%		-	0%
Transfers Out	-	-	-	-			-	0%
<b>Total Expenditures</b>	<b>\$ 346,161</b>	<b>\$ -</b>	<b>\$ 346,161</b>	<b>\$ 19,959</b>	<b>6%</b>		<b>\$ -</b>	<b>0%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			\$ -	\$ (562)			\$ 316	
Beginning Fund Balance October 1			25,922	25,922			25,477	
Ending Fund Balance Current Month			<u>\$ 25,922</u>	<u>\$ 25,360</u>			<u>\$ 25,793</u>	



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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
<b>REVENUES</b>									
Impact Fees Water	\$ 3,584,000	\$ -	\$ 3,584,000	\$ 2,967,659					
Interest - Water	40,000	-	40,000	50,245					
<b>Total Revenues</b>	<b>\$ 3,624,000</b>	<b>\$ -</b>	<b>\$ 3,624,000</b>	<b>\$ 3,017,905</b>					
<b>EXPENDITURES</b>									
<b>Developer Reimbursements</b>									
TVG Westside Utility Developer Reimb	\$ 975,000	\$ 975,000	\$ -	\$ 975,000	\$ 691,016	\$ -	\$ 283,984	\$ 283,984	
Parks at Legacy Developer Reimb	25,000	25,000	-	25,000	-	-	25,000	25,000	
Prosper Partners Developer Reimb	129,750	129,750	-	129,750	303,155	-	(173,405)	(173,405)	
Prosper Lakes Developer Reimb	97,500	97,500	-	97,500	7,800	-	89,700	89,700	
Star Trail Developer Reimb	292,500	292,500	-	292,500	413,400	-	(120,900)	(120,900)	
TVG Windsong Developer Reimb	100,000	100,000	-	100,000	163,800	-	(63,800)	(63,800)	
<b>Total Developer Reimbursements</b>	<b>\$ 1,619,750</b>	<b>\$ 1,619,750</b>	<b>\$ -</b>	<b>\$ 1,619,750</b>	<b>\$ 1,579,171</b>	<b>\$ -</b>	<b>\$ 40,579</b>	<b>\$ 40,579</b>	
<b>Capital Expenditures</b>									
Fishtrap Elevated Storage	3,468,700	2,525,348	446,805	2,972,153	2,885,431	64,060	22,662	522,129	(2,920) Construction 20% complete
Water Supply Line Phase 1 and Easement Costs	1,004,850	1,414,154	(234,304)	1,179,850	141,332	154,573	883,944	652,949	55,995 Construction complete
Custer Road Pump Station Expansion	788,450	272,950	237,333	510,283	597,593	1,470	(88,780)	163,167	26,220 Construction 100% complete
LLP Phase 2 Pipeline Easement Costs	1,000,000	1,487,150	(1,487,150)	-	-	-	-	-	1,000,000 moved project out to FY 2021
LLP Phase Pump Station, GST, and Water Line First St (DNT-Coleman)	150,000	-	150,000	150,000	150,000	-	-	-	- funds transferred to CIP fund
	25,000	25,000	-	25,000	25,000	-	-	-	- funds transferred to CIP Fund in June 2019
<b>Total Projects</b>	<b>\$ 6,437,000</b>	<b>\$ 5,724,602</b>	<b>\$ (887,316)</b>	<b>\$ 4,837,286</b>	<b>\$ 3,799,357</b>	<b>\$ 220,103</b>	<b>\$ 817,826</b>	<b>\$ 1,338,245</b>	<b>\$ 1,079,295</b>
<b>Total Expenditures</b>	<b>\$ 8,056,750</b>	<b>\$ 7,344,352</b>	<b>\$ (887,316)</b>	<b>\$ 6,457,036</b>	<b>\$ 5,378,528</b>	<b>\$ 220,103</b>	<b>\$ 858,406</b>	<b>\$ 1,338,245</b>	<b>\$ 1,119,874</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			\$ (2,833,036)	\$ (2,360,623)					
Beginning Fund Balance October 1			4,074,701	4,074,701					
<b>Ending Fund Balance Current Month</b>			<b>\$ 1,241,665</b>	<b>\$ 1,714,078</b>					

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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
<b>REVENUES</b>									
Impact Fees Wastewater	\$ 600,000	\$ -	\$ 600,000	\$ 901,097					
Interest - Wastewater	12,000	-	12,000	36,522					
Upper Trinity Equity Fee	200,000	-	200,000	225,000					
Total Revenues	<u>\$ 812,000</u>	<u>\$ -</u>	<u>\$ 812,000</u>	<u>\$ 1,162,619</u>					
<b>EXPENDITURES</b>									
Developer Reimbursements									
LaCima Developer Reimb	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ 71,457	\$ -	\$ (61,457)	\$ -	\$ (61,457)
TVG Westside Utility Developer Reimb	170,750	170,750	-	170,750	166,695	-	4,055	-	4,055
Prosper Partners Utility Developer Reimb	40,000	40,000	-	40,000	80,869	-	(40,869)	-	(40,869)
Frontier Estates Developer Reimb	51,225	51,225	-	51,225	8,538	-	42,688	-	42,688
Brookhollow Developer Reimb	5,000	5,000	-	5,000	-	-	5,000	-	5,000
TVG Windsong Developer Reimb	68,300	68,300	-	68,300	153,034	-	(84,734)	-	(84,734)
Star Trail Developer Reimb	-	-	-	-	72,398	-	(72,398)	-	(72,398)
All Storage Developer Reimb	15,000	15,000	-	15,000	-	-	15,000	-	15,000
Lagacy Garden Developer Reimb	100,000	100,000	-	100,000	-	-	100,000	-	100,000
Total Developer Reimbursements	<u>\$ 460,275</u>	<u>\$ 460,275</u>	<u>\$ -</u>	<u>\$ 460,275</u>	<u>\$ 552,991</u>	<u>\$ -</u>	<u>\$ (92,716)</u>	<u>\$ -</u>	<u>\$ (92,716)</u>
Capital Expenditures									
Total Projects	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 460,275</u>	<u>\$ 460,275</u>	<u>\$ -</u>	<u>\$ 460,275</u>	<u>\$ 552,991</u>	<u>\$ -</u>	<u>\$ (92,716)</u>	<u>\$ -</u>	<u>\$ (92,716)</u>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>									
			\$ 351,725	\$ 609,628					
Beginning Fund Balance October 1			1,256,837	1,256,837					
<b>Ending Fund Balance Current Month</b>			<u>\$ 1,608,562</u>	<u>\$ 1,866,465</u>					

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THOROUGHFARE IMPACT FEES FUND

Project	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
<b>REVENUES</b>									
East Thoroughfare Impact Fees	\$ 2,825,000	\$ -	\$ 2,825,000	\$ 1,230,356					
West Thoroughfare Impact Fees	2,035,000	-	2,035,000	3,942,918					
Interest-East Thoroughfare Impact Fees	50,000	-	50,000	29,209					
Interest-West Thoroughfare Impact Fees	20,000	-	20,000	61,564					
<b>Total Revenues</b>	<b>\$ 4,930,000</b>	<b>\$ -</b>	<b>\$ 4,930,000</b>	<b>\$ 5,264,046</b>					
<b>EXPENDITURES</b>									
<b>East</b>									
Developer Agreement - PISD	350,000	-	350,000	462,510	-	(112,510)	-	(112,510)	
Prosper Trail (Kroger - Coit)	3,282,000	-	2,982,000	-	-	2,982,000	305,000	2,977,000	Construction 680% complete
Prosper Trail (Coit - Custer)	810,000	207,209	407,209	167,212	39,997	200,000	402,791	200,000	Design 70% complete-field survey 100% complete
Coit Road (First - Frontier)	1,289,900	689,900	1,289,900	250,545	506,027	533,328	533,328	-	Design 90% complete
First St. DNT-Coleman-EAST	585,000	-	96,000	(536)	-	96,536	488,667	96,869	Design 70% complete
FM2478 ROW (US380-FM1461)	149,000	-	69,000	68,832	-	168	80,000	168	Agreement with TxDOT, TxDOT has acquired 94% of ROW, Design complete
Traffic Signal - Coit Rd & First Street	250,000	-	250,000	250,000	-	-	-	-	Transferred budgeted funds to CIP Fund (750) Construction 10% complete
<b>Total East</b>	<b>\$ 6,715,900</b>	<b>\$ 4,547,000</b>	<b>\$ 897,109</b>	<b>\$ 5,444,109</b>	<b>\$ 1,198,563</b>	<b>\$ 546,025</b>	<b>\$ 3,699,522</b>	<b>\$ 1,809,786</b>	<b>\$ 3,161,527</b>
<b>West</b>									
TVG Developer Reimb	543,384	-	543,384	-	-	543,384	-	543,384	
Parks at Legacy Developer Reimb	250,000	-	250,000	219,893	-	30,107	-	30,107	
Star Trail Developer Reimb	400,000	-	400,000	395,062	-	4,938	-	4,938	
Legacy Garden Developer Reimb	250,000	-	250,000	-	-	250,000	-	250,000	
E-W Collector Cook Lane (First - End)	1,525,000	178,588	1,428,588	104,673	1,204,955	118,960	74,667	140,705	Design 65% complete
First St. DNT-Coleman-EAST	465,672	-	42,000	5,000	-	37,000	\$ 340,600	120,072	Design 70% complete
First (DNT Intersection Improvements)	1,250,000	-	1,250,000	1,093,800	-	156,200	-	156,200	Construction 40% complete
Prosper Trail (DNT Intersection Improvements)	75,000	-	75,000	75,000	-	-	-	-	Funds transferred to CIP Fund (750). Design 90% complete
<b>Total West</b>	<b>\$ 4,759,056</b>	<b>\$ 4,060,384</b>	<b>\$ 178,588</b>	<b>\$ 4,238,972</b>	<b>\$ 1,893,428</b>	<b>\$ 1,204,955</b>	<b>\$ 1,140,589</b>	<b>\$ 415,267</b>	<b>\$ 1,245,406</b>
<b>Total Expenditures</b>	<b>\$ 11,474,956</b>	<b>\$ 8,607,384</b>	<b>\$ 1,075,697</b>	<b>\$ 9,683,081</b>	<b>\$ 3,091,991</b>	<b>\$ 1,750,980</b>	<b>\$ 4,840,110</b>	<b>\$ 2,225,053</b>	<b>\$ 4,406,932</b>
REVENUE OVER (UNDER) EXPENDITURES			\$ (4,753,081)	\$ 2,172,055					
Beginning Fund Balance October 1			2,915,521	2,915,521					
Ending Fund Balance Current Month			<u>\$ (1,837,560)</u>	<u>\$ 5,087,576</u>					

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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	\$ 15,000	\$ -	\$ 15,000	\$ 15,676	\$ -	\$ (676)	105%		\$ 15,959	-2%
Police Grant	-	-	-	-	-	-			-	
Fire Donation Revenue	14,000	25,310	39,310	17,160	-	22,150	44%	1	13,223	30%
Child Safety Revenue	5,000	-	5,000	10,079	-	(5,079)	202%		9,728	4%
Court Security Revenue	7,700	-	7,700	8,361	-	(661)	109%		7,147	17%
Court Technology Revenue	10,395	-	10,395	11,148	-	(753)	107%		9,530	17%
LEOSE Revenue	4,000	-	4,000	2,739	-	1,261			2,718	
Library Grant	-	-	-	-	-	-			-	
Interest Income	2,765	-	2,765	7,367	-	(4,602)	266%		5,143	43%
Tree Mitigation Revenue	-	-	-	-	-	-			27,475	-100%
Cash Seizure/Forfeiture	-	-	-	2,966	-	(2,966)			-	
Donations - ITCC	-	-	-	-	-	-			-	
Transfer In	-	-	-	-	-	-			-	
<b>Total Revenue</b>	<b>\$ 58,860</b>	<b>\$ 25,310</b>	<b>\$ 84,170</b>	<b>\$ 75,498</b>	<b>\$ -</b>	<b>\$ 8,672</b>	<b>90%</b>		<b>\$ 90,922</b>	<b>-17%</b>
<b>EXPENDITURES</b>										
LEOSE Expenditure	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ (150)			\$ -	
Court Technology Expense	5,665	-	5,665	12,447	-	(6,782)	220%	2	-	
Court Security Expense	12,996	-	12,996	7,056	-	5,940	54%		-	
Police Donation Expense	20,000	(11,884)	8,116	2,495	-	5,621	31%		11,414	
Fire Donation Expense	5,000	25,310	30,310	27,753	58	2,500	92%	1	32,032	
Child Safety Expense	5,000	-	5,000	3,781	-	1,219	76%		2,124	
Tree Mitigation Expense	6,339	-	6,339	-	-	6,339	0%		-	
Library Grant Expense	-	-	-	-	-	-			-	
Police Seizure Expense	5,000	11,884	16,884	9,020	8,817	(953)	106%	3	3,400	
<b>Total Expenses</b>	<b>\$ 60,000</b>	<b>\$ 25,310</b>	<b>\$ 85,310</b>	<b>\$ 62,702</b>	<b>\$ 8,875</b>	<b>\$ 13,733</b>	<b>73%</b>		<b>\$ 48,969</b>	
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (1,140)</b>	<b>\$ -</b>	<b>\$ (1,140)</b>	<b>\$ 12,796</b>					<b>\$ 41,953</b>	
Beginning Fund Balance October 1			\$ 1,755,882	\$ 1,755,882					\$ 1,681,040	
Ending Fund Balance Current Month			<u>\$ 1,754,742</u>	<u>\$ 1,768,678</u>					<u>\$ 1,722,993</u>	

Note

- Budget Amendment requesting safety vests, pediatric video adapter, Lucas CPRF device, dell rugged computer has been encumbered or spent as of May, 2019.
- Court Technology Special Revenue Fund utilizes fund balance for the purchase of vehicle ticket writers that are out of warranty and purchase of a computer for the Judge.
- Purchase of evidence licenses (2 years) and storage

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CAPITAL PROJECTS FUND-GENERAL

Item 6.

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
<b>REVENUES</b>									
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Contributions/Interlocal Revenue	1,000,000	-	1,000,000	2,834,750	\$3M RTR funds shown in previous years as deferred revenue. \$1M Segment E still waiting on reportable expenses to RTR.	-	-	-	
Bond Proceeds	-	18,085,000	18,085,000	18,153,680	-	-	-	-	
Interest	-	-	-	263,438	-	-	-	-	
Interest-2004 Bond	-	-	-	-	-	-	-	-	
Interest-2006 Bond	-	-	-	1,611	-	-	-	-	
Interest-2008 Bond	-	-	-	-	-	-	-	-	
Interest-2012 GO Bond	-	-	-	282	-	-	-	-	
Interest-2015 Bond	-	-	-	34,640	-	-	-	-	
Interest-2016 Bond	-	-	-	77	-	-	-	-	
Interest-2017 Bond	-	-	-	4,182	-	-	-	-	
Transfers In-General Fund	-	6,551,800	6,551,800	6,805,457	includes transfers from Escrow funds as well	-	-	-	
Transfers In-Impact Fee Funds	-	355,000	355,000	355,000	-	-	-	-	
Transfers In-Bond Funds	-	-	-	5,312,640	-	-	-	-	
<b>Total Revenues</b>	<b>\$ 1,000,000</b>	<b>\$ 24,636,800</b>	<b>\$ 25,991,800</b>	<b>\$ 33,765,757</b>					
<b>EXPENDITURES</b>									
Frontier Parkway (BNSF Overpass)	2,180,000	1,230,996	-	1,230,996	-	1,230,996	-	2,180,000	E Thoro Fund paid 3,650,000 for interlocal payment. Collin County Project-construction Winter 2020-2021
Downtown Enhancements	2,566,275	-	1,772,699	1,772,699	1,894,445	51,164 (172,910)	776,276	(155,610)	Construction 95% complete. Council approved change order 8/13/2019.
West Prosper Roads	15,881,000	3,100,000	4,468,603	7,568,603	4,056,046	82,032	3,430,524	8,069,266	3,673,655 Phase 1-Construction complete
									- Phase 2-design complete; construction 95% complete
									- Phase 3-design 95% complete; construction start date: Winter 2019-2020
Prosper Trail (Kroger to Coit)	4,762,308	-	3,827,689	3,827,689	2,384,053	1,500,321 (56,684)	906,515	(28,580)	Construction 80% complete
First Street (DNT to Coleman)	2,439,915	7,408	1,849,785	1,857,193	245,761	120,111	1,491,321	861,807	1,212,236 Design 70% complete
Old Town Streets 2015 (Broadway,Fifth, McKinley)	1,000,000	-	766,411	766,411	750,507	15,904	-	214,758	18,831 Construction substantially complete
Eighth Street (Church-PISD)	260,000	-	202,736	202,736	196,977	5,759	(0)	43,782	13,483 Construction 50% complete
Field Street (First-Broadway)	140,060	-	132,242	132,242	130,694	1,547	0	7,819	0 Project complete
Town Hall Infrastructure Improvements	1,288,584	-	-	-	2,013	161	(2,174)	1,068,290	218,120 Project complete
Windsong Ranch, Phase 2 & Phase 3	1,630,000	-	722,745	722,745	643,298	-	79,447	907,255	79,448 Phase 3 construction complete
Fifth Street (Coleman - Church)	260,856	-	20,166	20,166	17,655	2,512	-	240,690	0 Project complete
Third Street (Main - Coleman)	76,363	-	40,339	40,339	34,625	5,714	-	36,024	- Project complete
First Street (DNT Intersection Improvements)	1,387,000	-	110,585	110,585	33,639	-	76,946	26,415	1,326,946 Construction 40% complete
Victory Way (Coleman-Frontier)	2,500,000	2,250,000	247,600	2,497,600	148,237	99,363	2,250,000	-	2,252,400 Design 90% complete, construction start: Winter 2019-2020
Fishtrap (Teel Intersection Improvements)	150,000	-	150,000	150,000	35,098	13,175	101,727	5,027	96,700 Design 95% complete; construction start: Winter 2019-2020
Coleman Street (Gorgeous-Prosper Trail)	375,000	-	375,000	375,000	199,368	150,975	24,657	-	24,657 Construction complete
Prosper Trail/DNT Intersection Improvements	88,000	-	88,000	88,000	74,765	13,235	-	-	0 Design 90% complete, construction start: Spring 2020
Fishtrap Section 1 & 4	778,900	-	778,900	778,900	85,108	265,200	428,592	-	428,592 Design 30% complete
Acacia Parkway	1,022,782	-	242,739	242,739	112,954	-	129,784	780,043	129,784
FM2478 (US380-FM1461)	388,000	-	174,205	174,205	-	-	174,205	207,914	180,086 TxDOT acquired 94% of the ROW; construction start: Fall 2020
<b>Total Street Projects</b>	<b>\$ 39,175,043</b>	<b>\$ 6,588,404</b>	<b>\$ 15,970,443</b>	<b>\$ 22,558,847</b>	<b>\$ 11,045,243</b>	<b>\$ 2,327,172</b>	<b>\$ 9,186,431</b>	<b>\$ 14,151,881</b>	<b>\$ 11,650,748</b>
Decorative Monument Street Signs	150,000	-	22,709	22,709	22,709	-	-	115,486	11,806 Project complete
Traffic Signal - Fishtrap/Teel	34,100	-	34,100	34,100	12,978	21,122	-	-	- Design 90% complete-construction: Spring 2020
<b>Total Traffic Projects</b>	<b>\$ 184,100</b>	<b>\$ -</b>	<b>\$ 56,809</b>	<b>\$ 56,809</b>	<b>\$ 35,687</b>	<b>\$ 21,122</b>	<b>\$ -</b>	<b>\$ 115,486</b>	<b>\$ 11,806</b>
HWY 289 Gateway Monument	\$ 411,200	\$ -	\$ 407,086	\$ 407,086	\$ 172,430	\$ 196,322	\$ 38,334	\$ -	\$ 42,448 Lighting construction to begin November 2019 with completion Mary 2020
US 380 Median Design (Green Ribbon)	809,250	-	17,459	17,459	11,459	6,000	-	-	791,791 Design complete; construction start date: Fall 2019
Whitley Place H&B Trail Extension	500,000	500,000	-	500,000	3,500	9,250	487,250	-	487,250 Grant funds from Texas Wildlife-meeting with grant on start date
Frontier Park Soccer Field Improvements	107,368	-	54,478	54,478	22,204	-	32,274	52,890	32,274
<b>Total Park Projects</b>	<b>\$ 1,827,818</b>	<b>\$ 500,000</b>	<b>\$ 479,023</b>	<b>\$ 979,023</b>	<b>\$ 209,593</b>	<b>\$ 211,572</b>	<b>\$ 557,858</b>	<b>\$ 52,890</b>	<b>\$ 1,321,488</b>
Town Hall Professional Services	2,248,580	-	-	-	-	-	-	2,248,580	- Services completed
Town Hall Multipurpose Facility	20,072,581	-	71,028	71,028	69,292	0	1,736	19,762,473	240,816 project complete
Town Hall - FF&E	1,362,000	-	181,545	181,545	100,133	12,048	69,365	1,180,569	69,251 FFE still working on art for facility
Public Safety Complex, Phase 1	1,439,196	385,000	982,120	1,367,120	902,772	358,595	105,753	273,730	(95,901) Final design 100% complete; construction 15% complete
Public Safety Complex, Phase 1-Dev Costs	550,000	850,000	(300,000)	-	-	-	550,000	-	550,000 Final design 100% complete; construction 15% complete
Public Safety Complex, Phase 1-Construction	12,500,000	10,765,000	1,735,000	12,500,000	1,475,204	10,968,466	56,330	-	56,330 Final design 100% complete; construction 15% complete
Public Safety Complex, Phase 1-FFE	1,165,000	-	1,165,000	1,165,000	-	-	1,165,000	-	1,165,000 Final design 100% complete; construction 15% complete
Parks and Public Works Complex	3,650,000	-	1,981,375	1,981,375	1,138,778	-	842,597	17,825	2,493,397 Land purchased
Fire Ladder Truck	1,649,651	-	1,649,651	1,649,651	416,648	-	250,302	-	250,302 Final inspection schedule in first part of December. Estimated delivery: end of December
<b>Total Facility Projects</b>	<b>\$ 44,637,008</b>	<b>\$ 12,000,000</b>	<b>\$ 7,465,719</b>	<b>\$ 19,465,719</b>	<b>\$ 4,102,825</b>	<b>\$ 12,321,811</b>	<b>\$ 3,041,083</b>	<b>\$ 23,483,177</b>	<b>\$ 4,729,195</b>
Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ 18,627	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 85,823,969</b>	<b>\$ 19,088,404</b>	<b>\$ 23,971,994</b>	<b>\$ 43,600,398</b>	<b>\$ 15,411,976</b>	<b>\$ 14,881,677</b>	<b>\$ 12,785,373</b>	<b>\$ 37,803,433</b>	<b>\$ 17,173,237</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>				<b>\$ (17,068,599)</b>	<b>\$ 18,353,781</b>				
Beginning Fund Balance October 1				10,600,003	10,600,003				
<b>Ending Fund Balance Current Month</b>				<b>\$ (6,468,596)</b>	<b>\$ 28,953,784</b>				

TOWN OF PROSPER, TEXAS  
MONTHLY FINANCIAL REPORT  
August 31, 2019

CAPITAL PROJECTS FUND-WATER/SEWER

Project	Current Year	Current Year	Current Year	Current Year	Current Year	Current Remaining	Prior Year	Project		STATUS OF
Budget	Original	Budget	Amended	Actual	Encumbrances	Budget Balance	Expenditure	Budget		PROJECT
	Budget	Adjustment	Budget					Balance		
<b>REVENUES</b>										
Interest Income	\$ -	\$ -	\$ -	\$ 98,766						
Interest-2016 CO Bond	-	-	-	3,477						
Interest-2017 CO Bond	-	-	-	8,182						
Interest-2018 CO Bond	-	-	-	-						
Bond Proceeds	-	8,750,000	8,750,000	4,639,330						
Transfers In - Impact Fees	-	2,842,553	2,842,553	2,842,553						
Transfers In	-	-	-	1,224,547						
Transfers In-Bond Funds	-	-	-	2,751,000						
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 11,592,553</b>	<b>\$ 11,592,553</b>	<b>\$ 11,567,855</b>						
<b>EXPENDITURES</b>										
Lower Pressure Plane Pump Station Design	1,585,100	1,439,287	-	1,439,287	-	1,434,400	4,887	145,813	4,887	Construction complete for Lovers Lane; design 90% complete
Prosper Trail EST Construction	517,300	-	9,650	9,650	9,650	-	-	481,669	25,981	Project complete
FishTrap EST (South)	5,758,000	-	5,757,553	5,757,553	1,084,138	4,673,862	(447)	-	-	Construction 15% complete
Water Supply Line Phase 1	11,488,050	-	10,546,180	10,546,180	3,413,818	7,348,570	(216,207)	-	725,663	construction complete
Water Supply Line Phase 1 Easement Costs	1,691,500	-	1,691,500	1,691,500	1,024,148	-	667,352	-	667,352	construction complete
Glenbrooke Water Meter PRVs	407,200	-	150,000	150,000	115,148	35,250	(398)	-	256,802	2012 CO Bonds
Custer Rd Meter Station/Water Line Relocation	290,325	-	290,325	290,325	38,113	252,212	-	-	-	Design 95% complete; construction start: Summer 2019
Church/Parvin WW Reconstruction	100,000	100,000	-	100,000	-	-	100,000	-	100,000	
Doe Branch WWTP 0.25 MGD Expansion	3,625,000	3,625,000	(3,625,000)	-	-	-	-	-	3,625,000	Project cancelled
Parks and Public Works Complex	2,000,000	-	1,448,825	1,448,825	1,133,173	-	315,652	375	866,452	Land Purchased
E-W Collector (Cook-DNT)	295,775	-	295,775	295,775	-	295,775	-	-	-	
Fifth Street Water line	200,000	-	200,000	200,000	83,000	109,200	7,800	-	7,800	
<b>Total Water &amp; Wastewater Projects</b>	<b>\$ 27,958,250</b>	<b>\$ 5,164,287</b>	<b>\$ 16,764,808</b>	<b>\$ 21,929,095</b>	<b>\$ 6,901,187</b>	<b>\$ 14,149,269</b>	<b>\$ 878,639</b>	<b>\$ 627,857</b>	<b>\$ 6,279,937</b>	
Old Town Drainage	500,000	460,000	8,800	468,800	20,236	9,800	438,764	42,400	427,564	Design complete-construction start date: Fall 2019
Coleman Rd Drainage	308,479	290,979	-	-	-	-	-	17,500	290,979	Project slated for FY 2021
Old Town Land Drainage Land Acq	925,000	-	10,000	10,000	12,593	500	(3,093)	533,486	378,421	Project slated for FY 2021
Old Town Drainage Broadway Design & Construction	791,149	550,000	101,250	651,250	41,350	21,400	588,500	73,250	655,149	Design 100% complete-construction start date: Fall 2019
Old Town Drainage Fifth Street Trunk Main	400,000	127,038	(115,909)	11,129	272,962	-	(261,833)	55,909	71,129	
<b>Total Drainage Projects</b>	<b>\$ 2,924,628</b>	<b>\$ 1,428,017</b>	<b>\$ 4,141</b>	<b>\$ 1,141,179</b>	<b>\$ 347,141</b>	<b>\$ 31,700</b>	<b>\$ 762,338</b>	<b>\$ 722,545</b>	<b>\$ 1,823,242</b>	
Transfer out										
<b>Total Expenses</b>	<b>\$ 30,882,878</b>	<b>\$ 6,592,304</b>	<b>\$ 16,768,949</b>	<b>\$ 23,070,274</b>	<b>\$ 7,248,328</b>	<b>\$ 14,180,969</b>	<b>\$ 1,640,977</b>	<b>\$ 1,350,401</b>	<b>\$ 8,103,179</b>	
				\$ (11,477,721)	\$ 4,319,527					
Beginning Working Capital October 1				19,377,844	19,377,844					
Ending Working Capital Current Month				<u>\$ 7,900,123</u>	<u>\$ 23,697,371</u>					

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-4035-10-00	3% Construction Fee	- 500,000.00		- 500,000.00	- 476,488.18	- 80,326.42		95.30	- 23,511.82
100-4061-10-00	Notary Fees	- 200.00		- 200.00	- 172.00	- 10.00		86.00	- 28.00
100-4105-10-00	Property Taxes -Delinquent	- 106,985.00		- 106,985.00	- 172,921.67	- 252.05		161.63	65,936.67
100-4110-10-00	Property Taxes -Current	- 14,202,898.00		- 14,202,898.00	- 14,296,180.17	- 19,212.48		100.66	93,282.17
100-4111-10-00	VIT Motor Vehicle Tax				- 9,961.81				9,961.81
100-4115-10-00	Taxes -Penalties	- 52,077.00		- 52,077.00	- 80,669.24	- 3,122.08		154.90	28,592.24
100-4120-10-00	Sales Taxes	- 4,460,015.00		- 4,460,015.00	- 4,823,539.57	- 494,345.39		108.15	363,524.57
100-4130-10-00	Sales Tax-Mixed Beverage	- 40,437.00		- 40,437.00	- 51,355.71			127.00	10,918.71
100-4140-10-00	Franchise Taxes - Electric	- 765,065.00		- 765,065.00	- 516,066.25			67.45	- 248,998.75
100-4150-10-00	Franchise Taxes - Telephone	- 160,071.00		- 160,071.00	- 120,155.39	- 11,402.89		75.06	- 39,915.61
100-4160-10-00	Franchise Taxes - Gas	- 121,800.00		- 121,800.00	- 165,277.13			135.70	43,477.13
100-4170-10-00	Franchise Taxes - Road Usage	- 41,530.00		- 41,530.00	- 44,440.04	- 131.13		107.01	2,910.04
100-4185-10-00	Franchise Fee - W/S Fund	- 295,298.00		- 295,298.00	- 270,689.87	- 24,608.17		91.67	- 24,608.13
100-4190-10-00	Franchise Fee-Cable	- 41,886.00		- 41,886.00	- 39,861.31			95.17	- 2,024.69
100-4202-10-00	NTTA Tag Sales	- 150.00		- 150.00	- 165.00			110.00	15.00
100-4203-10-00	New Cingular Tower Lease	- 18,000.00		- 18,000.00	- 10,387.10	- 2,000.00		57.71	- 7,612.90
100-4218-10-00	Administrative Fees-EDC	- 15,000.00		- 15,000.00	- 13,750.00	- 1,250.00		91.67	- 1,250.00
100-4230-10-00	Other Permits	- 1,851.00		- 1,851.00	- 1,285.00			69.42	- 566.00
100-4610-10-00	Interest Income	- 212,194.00		- 212,194.00	- 306,470.61	- 38,221.47		144.43	94,276.61
100-4910-10-00	Other Revenue	- 15,000.00		- 15,000.00	- 10,088.06	- 228.47		67.25	- 4,911.94
100-4995-10-00	Transfer In/Out	- 881,541.00		- 881,541.00	- 808,079.33	- 73,461.75		91.67	- 73,461.67
100-4060-10-07	NSF Fees				- 25.00				25.00
100-4410-10-07	Court Fines	- 427,224.00		- 427,224.00	- 450,590.79	- 38,778.88		105.47	23,366.79
100-4930-10-99	Insurance Proceeds				- 104,726.87	- 14,457.00			104,726.87
100-4230-20-01	Other Permits	- 2,650.00		- 2,650.00	- 1,275.00	- 25.00		48.11	- 1,375.00
100-4440-20-01	Accident Reports	- 1,345.00		- 1,345.00	- 1,337.60	- 114.00		99.45	- 7.40
100-4450-20-01	Alarm Fee	- 57,113.00		- 57,113.00	- 50,319.36	- 5,100.36		88.11	- 6,793.64
100-4510-20-01	Grants				- 10,344.27	- 850.80			10,344.27
100-4910-20-01	Other Revenue	- 5,000.00		- 5,000.00	- 7,050.72	- 1,093.22		141.01	2,050.72
100-4310-30-01	Charges for Services	- 327,165.00		- 327,165.00	- 362,199.37	- 40,433.08		110.71	35,034.37
100-4411-30-01	CC Fire Assoc	- 500.00		- 500.00	- 699.74			139.95	199.74
100-4510-30-01	Grants		- 61,361.56	- 61,361.56	- 88,752.89			144.64	27,391.33
100-4315-30-05	Fire Review/Inspect Fees	- 100,000.00		- 100,000.00	- 95,925.00	- 12,300.00		95.93	- 4,075.00
100-4017-40-01	Contractor Registration Fee	- 100,000.00		- 100,000.00	- 80,800.00	- 6,100.00		80.80	- 19,200.00
100-4060-40-01	NSF Fees				- 25.00				25.00
100-4210-40-01	Building Permits	- 4,200,000.00		- 4,200,000.00	- 2,993,716.15	- 265,881.11		71.28	- 1,206,283.85
100-4230-40-01	Other Permits	- 200,000.00		- 200,000.00	- 191,780.00	- 17,660.00		95.89	- 8,220.00
100-4240-40-01	Plumb/Elect/Mech Permits	- 45,000.00		- 45,000.00	- 46,512.00	- 3,780.00		103.36	1,512.00
100-4242-40-01	Re-inspection Fees	- 60,000.00		- 60,000.00	- 69,823.00	- 5,725.00		116.37	9,823.00
100-4910-40-01	Other Revenue				- 18,225.20	- 1,426.64			18,225.20
100-4211-40-02	Multi-Family Registration				- 9,480.00				9,480.00
100-4245-40-02	Health Inspections	- 41,200.00		- 41,200.00	- 57,965.00	- 7,800.00		140.69	16,765.00
100-4910-40-02	Other Revenue	- 500.00		- 500.00					- 500.00
100-4207-40-03	Network Node Application Fee				- 11,750.00	- 1,500.00			11,750.00
100-4220-40-03	Zoning Application Fees	- 25,000.00		- 25,000.00	- 17,180.00	- 1,190.00		68.72	- 7,820.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-4225-40-03	Development Application Fees	- 50,000.00		- 50,000.00	- 63,563.00	- 5,215.00		127.13	13,563.00
100-4910-40-03	Other Revenue	- 6,000.00		- 6,000.00	- 5,010.00	- 300.00		83.50	- 990.00
100-4910-50-01	Other Revenue	- 30,000.00		- 30,000.00	- 12,600.00	- 2,880.00		42.00	- 17,400.00
100-4056-60-00	Field Rental Fees	- 90,000.00		- 90,000.00	- 92,232.50	- 3,330.00		102.48	2,232.50
100-4057-60-00	Pavilion User Fees	- 4,000.00		- 4,000.00	- 4,062.50	- 520.00		101.56	62.50
100-4058-60-00	Park Program Fees	- 150,400.00		- 150,400.00	- 85,292.31	- 10,742.35		56.71	- 65,107.69
100-4721-60-00	Prosper Christmas Donations	- 15,500.00		- 15,500.00	- 35,410.00	- 3,870.00		228.45	19,910.00
100-4910-60-00	Other Revenue				- 11,029.15				11,029.15
100-4063-60-05	Lost Fees	- 200.00		- 200.00	- 1,752.68	- 273.77		876.34	1,552.68
100-4064-60-05	Printing/Copying Fees	- 100.00		- 100.00	- 745.84	- 94.00		745.84	645.84
100-4065-60-05	Book Fines				- 429.08	- 16.10			429.08
100-4066-60-05	Library Card Fees		- 6,250.00	- 6,250.00	- 9,650.00	- 1,700.00		154.40	3,400.00
100-4510-60-05	Grants				- 2,575.50				2,575.50
100-4910-60-05	Other Revenue	- 6,250.00	6,250.00		- 0.25				0.25
100-5110-10-01	Salaries & Wages	161,710.00		161,710.00	147,785.72	18,658.86		91.39	13,924.28
100-5140-10-01	Salaries - Longevity Pay	45.00		45.00					45.00
100-5143-10-01	Cell Phone Allowance	1,020.00		1,020.00	935.00	85.00		91.67	85.00
100-5145-10-01	Social Security Expense	10,095.00		10,095.00	8,232.33	1,105.80		81.55	1,862.67
100-5150-10-01	Medicare Expense	2,361.00		2,361.00	2,006.21	258.62		84.97	354.79
100-5155-10-01	SUTA Expense	162.00		162.00	9.00			5.56	153.00
100-5160-10-01	Health Insurance	11,861.00		11,861.00	14,425.24	1,245.02		121.62	- 2,564.24
100-5165-10-01	Dental Insurance	491.00		491.00	428.56	37.02		87.28	62.44
100-5170-10-01	Life Insurance/AD&D	18.00		18.00	189.86	17.26		1,054.78	- 171.86
100-5175-10-01	Liability (TML)/Workers' Comp	310.00		310.00	281.49	35.54		90.80	28.51
100-5180-10-01	TMRS Expense	22,061.00		22,061.00	20,071.92	2,535.05		90.98	1,989.08
100-5185-10-01	Long/Short Term Disability	308.00		308.00	257.16	23.64		83.49	50.84
100-5186-10-01	WELLE-Wellness Prog Reimb Empl	600.00		600.00	400.00	50.00		66.67	200.00
100-5210-10-01	Office Supplies	1,200.00		1,200.00	749.41	40.99		62.45	450.59
100-5230-10-01	Dues,Fees,& Subscriptions	7,150.00	- 800.00	6,350.00	5,071.10	168.78		79.86	1,278.90
100-5240-10-01	Postage and Delivery	50.00		50.00	4.45	0.50		8.90	45.55
100-5250-10-01	Publications	400.00		400.00					400.00
100-5280-10-01	Printing and Reproduction	150.00		150.00					150.00
100-5290-10-01	Other Charges and Services	200.00		200.00	201.83			100.92	- 1.83
100-5330-10-01	Copier Expense	250.00	800.00	1,050.00	1,037.19	91.36		98.78	12.81
100-5410-10-01	Professional Services	300,780.00		300,780.00	287,034.12	25,117.38	13,745.88	95.43	
100-5430-10-01	Legal Fees	72,450.00		72,450.00	107,861.08	8,420.75		148.88	- 35,411.08
100-5435-10-01	Legal Notices/Filings				30.20				- 30.20
100-5480-10-01	Contracted Services	70,360.00		70,360.00	56,120.00	14,000.00	14,000.00	79.76	240.00
100-5524-10-01	Gas				- 14.85				14.85
100-5526-10-01	Data Network	725.00		725.00	113.97			15.72	611.03
100-5530-10-01	Travel	5,200.00		5,200.00	3,854.17			74.12	1,345.83
100-5533-10-01	Mileage Expense	200.00		200.00	59.95			29.98	140.05
100-5536-10-01	Training/Seminars	1,450.00		1,450.00	1,446.00			99.72	4.00
100-7145-10-01	Transfer to VERF	623.00		623.00	571.12	51.92		91.67	51.88
100-5110-10-02	Salaries & Wages	260,170.00	- 9,895.00	250,275.00	214,570.83	28,039.54		85.73	35,704.17



Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5115-10-02	Salaries - Overtime	2,000.00		2,000.00	346.20	137.80		17.31	1,653.80
100-5140-10-02	Salaries - Longevity Pay	445.00		445.00	330.00			74.16	115.00
100-5143-10-02	Cell Phone Allowance	1,020.00		1,020.00	935.00	85.00		91.67	85.00
100-5145-10-02	Social Security Expense	16,352.00		16,352.00	13,096.32	1,706.17		80.09	3,255.68
100-5150-10-02	Medicare Expense	3,824.00		3,824.00	3,062.85	399.02		80.10	761.15
100-5155-10-02	SUTA Expense	648.00		648.00	132.96			20.52	515.04
100-5160-10-02	Health Insurance	12,797.00		12,797.00	20,279.29	2,120.84		158.47	- 7,482.29
100-5165-10-02	Dental Insurance	429.00		429.00	873.13	103.98		203.53	- 444.13
100-5170-10-02	Life Insurance/AD&D	577.00		577.00	418.28	40.14		72.49	158.72
100-5175-10-02	Liability (TML)/Workers' Comp	502.00		502.00	410.10	53.62		81.69	91.90
100-5180-10-02	TMRS Expense	35,737.00		35,737.00	29,247.18	3,830.13		81.84	6,489.82
100-5185-10-02	Long/Short Term Disability	494.00		494.00	355.34	35.54		71.93	138.66
100-5186-10-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	680.76	89.16		113.46	- 80.76
100-5193-10-02	Records Retention	1,500.00		1,500.00	971.67			64.78	528.33
100-5210-10-02	Office Supplies	2,500.00		2,500.00	2,336.92	254.23		93.48	163.08
100-5220-10-02	Office Equipment	1,500.00		1,500.00	2,046.43	24.99		136.43	- 546.43
100-5230-10-02	Dues,Fees,& Subscriptions	1,400.00		1,400.00	1,344.01			96.00	55.99
100-5240-10-02	Postage and Delivery	200.00		200.00	125.78	9.32		62.89	74.22
100-5280-10-02	Printing and Reproduction	200.00		200.00	539.87			269.94	- 339.87
100-5310-10-02	Rental Expense	8,000.00		8,000.00	7,535.52	577.00		94.19	464.48
100-5330-10-02	Copier Expense	3,600.00		3,600.00	1,038.12	94.23		28.84	2,561.88
100-5400-10-02	Uniform Expense				28.00				- 28.00
100-5419-10-02	IT Licenses	10,000.00		10,000.00	4,000.00			40.00	6,000.00
100-5430-10-02	Legal Fees	31,500.00		31,500.00	30,897.09	5,905.60		98.09	602.91
100-5435-10-02	Legal Notices/Filings	8,800.00		8,800.00	7,102.00	830.60		80.71	1,698.00
100-5460-10-02	Election Expense	15,700.00		15,700.00	31,721.89	- 1,489.74		202.05	- 16,021.89
100-5480-10-02	Contracted Services	21,575.00	9,895.00	31,470.00	19,393.00		9,895.00	61.62	2,182.00
100-5520-10-02	Telephones	870.00		870.00	396.49	36.28		45.57	473.51
100-5526-10-02	Data Network	460.00		460.00	417.89	37.99		90.85	42.11
100-5530-10-02	Travel	6,100.00		6,100.00	1,693.71	368.60		27.77	4,406.29
100-5533-10-02	Mileage Expense	1,125.00		1,125.00	512.00	303.92		45.51	613.00
100-5536-10-02	Training/Seminars	7,100.00		7,100.00	6,825.00	2,635.00		96.13	275.00
100-5538-10-02	Council/Public Official Expnse	31,000.00		31,000.00	23,453.94	1,479.39		75.66	7,546.06
100-5600-10-02	Special Events	7,661.00		7,661.00	4,931.98	80.90		64.38	2,729.02
100-7145-10-02	Transfer to VERF	3,157.00		3,157.00	2,893.88	263.08		91.67	263.12
100-5110-10-03	Salaries & Wages	583,817.00		583,817.00	521,693.80	60,664.11		89.36	62,123.20
100-5115-10-03	Salaries - Overtime				20.86				- 20.86
100-5126-10-03	Salaries-Vacation Buy-Out	1,166.00		1,166.00					1,166.00
100-5140-10-03	Salaries - Longevity Pay	1,065.00		1,065.00	1,020.00			95.78	45.00
100-5143-10-03	Cell Phone Allowance				850.00	170.00			- 850.00
100-5145-10-03	Social Security Expense	36,339.00		36,339.00	30,683.59	3,586.98		84.44	5,655.41
100-5150-10-03	Medicare Expense	8,499.00		8,499.00	7,212.78	838.89		84.87	1,286.22
100-5155-10-03	SUTA Expense	1,296.00		1,296.00	223.69	2.24		17.26	1,072.31
100-5160-10-03	Health Insurance	57,598.00		57,598.00	56,072.14	4,738.96		97.35	1,525.86
100-5165-10-03	Dental Insurance	2,979.00		2,979.00	2,208.92	179.70		74.15	770.08

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5170-10-03	Life Insurance/AD&D	751.00		751.00	732.51	62.26		97.54	18.49
100-5175-10-03	Liability (TML)/Workers' Comp	1,122.00		1,122.00	999.86	115.51		89.11	122.14
100-5180-10-03	TMRS Expense	79,416.00		79,416.00	71,295.58	8,240.32		89.78	8,120.42
100-5185-10-03	Long/Short Term Disability	1,109.00		1,109.00	844.59	72.76		76.16	264.41
100-5186-10-03	WELLE-Wellness Prog Reimb Empl	2,850.00		2,850.00	2,067.48	150.00		72.54	782.52
100-5190-10-03	Contract Labor				2,895.00				- 2,895.00
100-5210-10-03	Office Supplies	4,250.00		4,250.00	3,606.19	249.58		84.85	643.81
100-5220-10-03	Office Equipment	2,985.00		2,985.00	1,712.11			57.36	1,272.89
100-5230-10-03	Dues,Fees,& Subscriptions	7,787.00	490.00	8,277.00	7,493.94	401.49		90.54	783.06
100-5240-10-03	Postage and Delivery	2,100.00		2,100.00	2,126.59	195.90		101.27	- 26.59
100-5280-10-03	Printing and Reproduction	2,000.00	65.00	2,065.00	2,064.42			99.97	0.58
100-5290-10-03	Other Charges and Services	900.00		900.00					900.00
100-5310-10-03	Rental Expense	12,860.00	4,077.00	16,937.00	16,936.95			100.00	0.05
100-5330-10-03	Copier Expense	2,000.00	- 500.00	1,500.00	1,178.35	191.47		78.56	321.65
100-5400-10-03	Uniform Expense	250.00	245.00	495.00	494.66			99.93	0.34
100-5410-10-03	Professional Services	11,000.00	35.00	11,035.00	10,075.00			91.30	960.00
100-5412-10-03	Audit Fees	47,500.00	- 6,875.00	40,625.00	40,625.00			100.00	
100-5414-10-03	Appraisal/Tax Fees	137,789.00	5,511.00	143,300.00	138,738.84	28,556.75		96.82	4,561.16
100-5418-10-03	IT Fees	42,703.00	2,000.00	44,703.00	36,388.00			81.40	8,315.00
100-5419-10-03	IT Licenses	10,000.00	- 2,500.00	7,500.00	7,500.00			100.00	
100-5430-10-03	Legal Fees	8,500.00	- 500.00	8,000.00	9,018.50	1,596.00		112.73	- 1,018.50
100-5435-10-03	Legal Notices/Filings	200.00	- 200.00						
100-5480-10-03	Contracted Services	1,144.00	- 1,054.00	90.00	- 10.45			- 11.61	100.45
100-5520-10-03	Telephones	1,360.00	- 660.00	700.00	640.63			91.52	59.37
100-5525-10-03	Electricity		1,054.00	1,054.00	1,053.27			99.93	0.73
100-5530-10-03	Travel	14,600.00	- 1,188.00	13,412.00	5,071.13	78.11		37.81	8,340.87
100-5533-10-03	Mileage Expense	3,608.00		3,608.00	1,640.49			45.47	1,967.51
100-5536-10-03	Training/Seminars	8,840.00		8,840.00	5,517.47			62.42	3,322.53
100-7145-10-03	Transfer to VERF	1,819.00		1,819.00	1,667.38	151.58		91.67	151.62
100-5110-10-04	Salaries & Wages	245,305.00		245,305.00	222,938.52	30,298.03		90.88	22,366.48
100-5115-10-04	Salaries - Overtime				83.01				- 83.01
100-5140-10-04	Salaries - Longevity Pay	120.00		120.00	90.00			75.00	30.00
100-5143-10-04	Cell Phone Allowance	900.00		900.00	1,360.00	85.00		151.11	- 460.00
100-5145-10-04	Social Security Expense	15,275.00		15,275.00	13,689.23	1,863.30		89.62	1,585.77
100-5150-10-04	Medicare Expense	3,573.00		3,573.00	3,201.50	435.77		89.60	371.50
100-5155-10-04	SUTA Expense	486.00		486.00	179.87			37.01	306.13
100-5160-10-04	Health Insurance	19,774.00		19,774.00	12,885.92	1,059.52		65.17	6,888.08
100-5165-10-04	Dental Insurance	1,329.00		1,329.00	786.28	67.96		59.16	542.72
100-5170-10-04	Life Insurance/AD&D	364.00		364.00	373.12	33.92		102.51	- 9.12
100-5175-10-04	Liability (TML)/Workers' Comp	469.00		469.00	425.68	57.71		90.76	43.32
100-5180-10-04	TMRS Expense	33,381.00		33,381.00	30,292.64	4,115.99		90.75	3,088.36
100-5185-10-04	Long/Short Term Disability	467.00		467.00	383.56	35.76		82.13	83.44
100-5186-10-04	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	926.56	78.32		51.48	873.44
100-5190-10-04	Contract Labor				945.00	945.00			- 945.00
100-5191-10-04	Hiring Cost	20,000.00	- 375.00	19,625.00	17,960.96	520.04		91.52	1,664.04

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5210-10-04	Office Supplies	1,400.00		1,400.00	1,460.32	152.98		104.31	- 60.32
100-5220-10-04	Office Equipment	4,000.00		4,000.00					4,000.00
100-5230-10-04	Dues,Fees,& Subscriptions	3,500.00		3,500.00	3,044.00	113.15		86.97	456.00
100-5240-10-04	Postage and Delivery	150.00		150.00	159.14	0.50		106.09	- 9.14
100-5250-10-04	Publications	400.00		400.00					400.00
100-5280-10-04	Printing and Reproduction	1,000.00		1,000.00	171.95			17.20	828.05
100-5330-10-04	Copier Expense	2,000.00		2,000.00	2,213.92	191.97		110.70	- 213.92
100-5400-10-04	Uniform Expense		375.00	375.00	270.48			72.13	104.52
100-5410-10-04	Professional Services	35,000.00		35,000.00	28,522.50			81.49	6,477.50
100-5418-10-04	IT Fees				1,073.00				- 1,073.00
100-5430-10-04	Legal Fees	10,000.00		10,000.00	7,334.00	627.00		73.34	2,666.00
100-5435-10-04	Legal Notices/Filings	150.00		150.00	122.00			81.33	28.00
100-5480-10-04	Contracted Services	3,000.00		3,000.00					3,000.00
100-5526-10-04	Data Network	480.00		480.00	417.89	37.99		87.06	62.11
100-5530-10-04	Travel	5,500.00		5,500.00	51.00			0.93	5,449.00
100-5533-10-04	Mileage Expense	500.00		500.00	120.34			24.07	379.66
100-5536-10-04	Training/Seminars	15,000.00		15,000.00	9,943.77	6,595.21		66.29	5,056.23
100-5600-10-04	Special Events	10,000.00		10,000.00	2,302.12	40.00		23.02	7,697.88
100-7145-10-04	Transfer to VERF	731.00		731.00	670.12	60.92		91.67	60.88
100-5110-10-05	Salaries & Wages	246,847.00		246,847.00	211,502.15	28,761.99		85.68	35,344.85
100-5115-10-05	Salaries - Overtime	2,960.00		2,960.00	1,324.19	649.56		44.74	1,635.81
100-5140-10-05	Salaries - Longevity Pay	310.00		310.00	310.00			100.00	
100-5143-10-05	Cell Phone Allowance	4,500.00		4,500.00	3,500.00	375.00		77.78	1,000.00
100-5145-10-05	Social Security Expense	15,796.00		15,796.00	12,091.38	1,706.16		76.55	3,704.62
100-5150-10-05	Medicare Expense	3,694.00		3,694.00	2,827.83	399.02		76.55	866.17
100-5155-10-05	SUTA Expense	486.00		486.00	27.00			5.56	459.00
100-5160-10-05	Health Insurance	33,511.00		33,511.00	30,083.64	3,008.96		89.77	3,427.36
100-5165-10-05	Dental Insurance	1,376.00		1,376.00	1,100.08	109.28		79.95	275.92
100-5170-10-05	Life Insurance/AD&D	325.00		325.00	322.70	33.60		99.29	2.30
100-5175-10-05	Liability (TML)/Workers' Comp	480.00		480.00	406.40	55.68		84.67	73.60
100-5180-10-05	TMRS Expense	34,513.00		34,513.00	29,019.74	3,998.81		84.08	5,493.26
100-5185-10-05	Long/Short Term Disability	474.00		474.00	364.18	36.44		76.83	109.82
100-5186-10-05	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	1,100.00	100.00		91.67	100.00
100-5191-10-05	Hiring Cost	500.00		500.00					500.00
100-5210-10-05	Office Supplies	450.00		450.00	625.46			138.99	- 175.46
100-5212-10-05	Building Supplies	500.00		500.00	964.72			192.94	- 464.72
100-5220-10-05	Office Equipment	3,280.00		3,280.00	4,055.16			123.63	- 775.16
100-5225-10-05	Computer Hardware	26,949.00		26,949.00	26,455.14	56.16		98.17	493.86
100-5230-10-05	Dues,Fees,& Subscriptions	350.00		350.00	745.83			213.09	- 395.83
100-5240-10-05	Postage and Delivery	200.00		200.00	95.21			47.61	104.79
100-5280-10-05	Printing and Reproduction	100.00		100.00					100.00
100-5290-10-05	Other Charges and Services	400.00		400.00	19.14			4.79	380.86
100-5330-10-05	Copier Expense	63,000.00	- 10,000.00	53,000.00	46,565.13	4,757.86	4,112.56	87.86	2,322.31
100-5400-10-05	Uniform Expense	1,000.00		1,000.00	294.25			29.43	705.75
100-5418-10-05	IT Fees	29,090.00		29,090.00	50,298.36	3,595.78		172.91	- 21,208.36

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5419-10-05	IT Licenses	98,900.00	36,100.00	135,000.00	100,710.06	77,336.77	4,294.00	74.60	29,995.94
100-5430-10-05	Legal Fees	1,000.00		1,000.00	684.00	38.00		68.40	316.00
100-5480-10-05	Contracted Services	56,828.00		56,828.00	52,530.90	26,447.37		92.44	4,297.10
100-5520-10-05	Telephones	25,325.00		25,325.00	34,269.53	7,665.98		135.32	- 8,944.53
100-5526-10-05	Data Network	41,236.00	- 10,000.00	31,236.00	24,729.84	1,332.16		79.17	6,506.16
100-5530-10-05	Travel	6,600.00		6,600.00	3,454.29			52.34	3,145.71
100-5533-10-05	Mileage Expense	1,500.00		1,500.00	361.34			24.09	1,138.66
100-5536-10-05	Training/Seminars	3,900.00		3,900.00	7,282.17	177.00		186.72	- 3,382.17
100-5620-10-05	Tools & Equipment	250.00		250.00	85.10			34.04	164.90
100-5630-10-05	Safety Equipment	150.00		150.00					150.00
100-6125-10-05	Capital Expense-Technology	41,000.00	- 16,100.00	24,900.00					24,900.00
100-7145-10-05	Transfer to VERF	16,884.00		16,884.00	15,477.00	1,407.00		91.67	1,407.00
100-5110-10-07	Salaries & Wages	195,170.00		195,170.00	153,972.01	22,555.79		78.89	41,197.99
100-5115-10-07	Salaries - Overtime	270.00		270.00	346.59			128.37	- 76.59
100-5126-10-07	Salaries-Vacation Buy-Out				1,812.96				- 1,812.96
100-5128-10-07	Language Pay	3,000.00	- 3,000.00						
100-5140-10-07	Salaries - Longevity Pay	390.00		390.00	310.00			79.49	80.00
100-5145-10-07	Social Security Expense	12,143.00		12,143.00	8,909.09	1,327.28		73.37	3,233.91
100-5150-10-07	Medicare Expense	2,840.00		2,840.00	2,083.57	310.41		73.37	756.43
100-5155-10-07	SUTA Expense	648.00		648.00	151.08	2.43		23.32	496.92
100-5160-10-07	Health Insurance	21,101.00		21,101.00	21,277.96	1,680.36		100.84	- 176.96
100-5165-10-07	Dental Insurance	1,362.00		1,362.00	996.06	71.88		73.13	365.94
100-5170-10-07	Life Insurance/AD&D	348.00		348.00	253.26	18.76		72.78	94.74
100-5175-10-07	Liability (TML)/Workers' Comp	377.00		377.00	505.73	125.82		134.15	- 128.73
100-5180-10-07	TMRS Expense	26,497.00		26,497.00	21,305.74	3,063.08		80.41	5,191.26
100-5185-10-07	Long/Short Term Disability	325.00		325.00	238.72	19.02		73.45	86.28
100-5186-10-07	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	850.00	50.00		70.83	350.00
100-5210-10-07	Office Supplies	2,650.00		2,650.00	2,591.98	407.65		97.81	58.02
100-5215-10-07	Ammunition	30.00		30.00					30.00
100-5220-10-07	Office Equipment	1,815.00		1,815.00	1,815.00			100.00	
100-5230-10-07	Dues,Fees,& Subscriptions	250.00		250.00	40.00			16.00	210.00
100-5240-10-07	Postage and Delivery	2,400.00		2,400.00	3,128.53	289.30		130.36	- 728.53
100-5250-10-07	Publications	100.00		100.00	8.49			8.49	91.51
100-5280-10-07	Printing and Reproduction	1,500.00		1,500.00	976.10			65.07	523.90
100-5290-10-07	Other Charges and Services	675.00		675.00	1.02	1.02		0.15	673.98
100-5310-10-07	Rental Expense	1,610.00		1,610.00	1,436.99			89.25	173.01
100-5320-10-07	Repairs & Maintenance	500.00		500.00					500.00
100-5330-10-07	Copier Expense	1,850.00		1,850.00	1,919.58	139.71		103.76	- 69.58
100-5350-10-07	VEHICLE EXPENSE	500.00		500.00	12.00	6.00		2.40	488.00
100-5352-10-07	FUEL	3,000.00		3,000.00	50.89			1.70	2,949.11
100-5353-10-07	OIL/GREASE/INSPECTIONS	300.00		300.00					300.00
100-5400-10-07	Uniform Expense	1,804.00		1,804.00	1,013.92	1,013.92		56.20	790.08
100-5410-10-07	Professional Services	500.00	3,000.00	3,500.00	2,050.00	150.00		58.57	1,450.00
100-5418-10-07	IT Fees	6,100.00		6,100.00	4,853.03			79.56	1,246.97
100-5419-10-07	IT Licenses	8,500.00		8,500.00	10,872.40			127.91	- 2,372.40

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5420-10-07	Municipal Court/Judge Fees	46,400.00		46,400.00	35,200.00	3,200.00	6,400.00	75.86	4,800.00
100-5425-10-07	State Fines Expense	2,000.00		2,000.00	2,834.10	188.94		141.71	- 834.10
100-5430-10-07	Legal Fees	39,000.00		39,000.00	46,977.89	4,624.23		120.46	- 7,977.89
100-5481-10-07	Cash Over/Short				1.00				- 1.00
100-5524-10-07	Gas				- 14.85				14.85
100-5530-10-07	Travel	950.00		950.00	118.40			12.46	831.60
100-5533-10-07	Mileage Expense	750.00		750.00	49.70			6.63	700.30
100-5536-10-07	Training/Seminars	1,000.00		1,000.00	340.00			34.00	660.00
100-5630-10-07	Safety Equipment	8,037.00		8,037.00	777.38	178.38		9.67	7,259.62
100-7145-10-07	Transfer to VERF	6,738.00		6,738.00	6,176.50	561.50		91.67	561.50
100-5110-10-99	Salaries & Wages	- 288,151.00		- 288,151.00					- 288,151.00
100-5176-10-99	TML Prop. & Liab. Insurance	131,000.00		131,000.00	199,854.25			152.56	- 68,854.25
100-5230-10-99	DUES,FEES,& SUBSCRIPTIONS	1,300.00		1,300.00	360.00			27.69	940.00
100-5305-10-99	Chapt 380 Program Grant Exp	502,735.00		502,735.00	434,746.84	47,012.85		86.48	67,988.16
100-5306-10-99	Developer Rollback Incentives	39,105.00		39,105.00	14,976.15			38.30	24,128.85
100-5350-10-99	Vehicle Expense	1,500.00		1,500.00	398.54	47.47		26.57	1,101.46
100-5352-10-99	Fuel	1,000.00		1,000.00	830.90	122.14		83.09	169.10
100-5353-10-99	Oil/Grease/Inspections	1,000.00		1,000.00	10.25	10.25		1.03	989.75
100-5410-10-99	Professional Services	85,625.00		85,625.00	41,875.21	2,250.00	9,750.00	48.91	33,999.79
100-5415-10-99	Tuition Reimbursement	93,208.00		93,208.00	40,452.73			43.40	52,755.27
100-5480-10-99	Contracted Services	45,000.00		45,000.00	33,000.00	3,000.00	3,000.00	73.33	9,000.00
100-5600-10-99	Special Events	10,000.00		10,000.00	9,247.49	88.21		92.48	752.51
100-5930-10-99	Damage Claims Expense	65,000.00		65,000.00	87,363.79	33,377.29		134.41	- 22,363.79
100-6610-10-99	Public Safety Complex FFE	1,500,000.00	- 1,500,000.00						
100-7000-10-99	Contingency	50,000.00		50,000.00	31,744.00	60.00		63.49	18,256.00
100-7100-10-99	Operating Transfer Out				788.52				- 788.52
100-7144-10-99	Transfer to Bond Fund		2,631,293.00	2,631,293.00	2,631,293.00			100.00	
100-7145-10-99	Transfer to VERF	3,167.00		3,167.00	30,978.12	263.92		978.15	- 27,811.12
100-5110-20-01	Salaries & Wages	1,736,482.00		1,736,482.00	1,263,921.60	172,305.19		72.79	472,560.40
100-5115-20-01	Salaries - Overtime	141,506.00		141,506.00	90,355.58	13,796.01		63.85	51,150.42
100-5126-20-01	Salaries-Vacation Buy-Out	6,367.00		6,367.00	6,367.00			100.00	
100-5127-20-01	Salaries-Certification Pay	22,440.00		22,440.00	17,925.26	2,321.42		79.88	4,514.74
100-5140-20-01	Salaries - Longevity Pay	3,760.00		3,760.00	3,660.00			97.34	100.00
100-5143-20-01	Cell Phone Allowance	1,500.00		1,500.00	1,375.00	125.00		91.67	125.00
100-5145-20-01	Social Security Expense	118,799.00		118,799.00	81,572.18	11,443.03		68.66	37,226.82
100-5150-20-01	Medicare Expense	27,784.00		27,784.00	19,449.13	2,676.15		70.00	8,334.87
100-5155-20-01	SUTA Expense	3,888.00		3,888.00	218.82	1.82		5.63	3,669.18
100-5160-20-01	Health Insurance	157,362.00		157,362.00	122,791.00	11,101.38		78.03	34,571.00
100-5165-20-01	Dental Insurance	8,413.00		8,413.00	5,848.54	579.70		69.52	2,564.46
100-5170-20-01	Life Insurance/AD&D	7,282.00		7,282.00	5,676.86	581.44		77.96	1,605.14
100-5175-20-01	Liability (TML)/Workers' Comp	32,662.00		32,662.00	23,294.01	3,174.36		71.32	9,367.99
100-5180-20-01	TMRS Expense	259,563.00		259,563.00	187,562.00	25,558.36		72.26	72,001.00
100-5185-20-01	Long/Short Term Disability	3,322.00		3,322.00	2,092.77	214.18		63.00	1,229.23
100-5186-20-01	WELLE-Wellness Prog Reimb Empl	5,700.00		5,700.00	1,850.00	200.00		32.46	3,850.00
100-5191-20-01	Hiring Cost	44.00		44.00	131.48			298.82	87.48

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5192-20-01	Physical & Psychological	2,110.00		2,110.00	3,375.00			159.95	- 1,265.00
100-5210-20-01	Office Supplies	11,400.00		11,400.00	9,760.88	1,402.49		85.62	1,639.12
100-5212-20-01	Building Supplies				322.88				- 322.88
100-5214-20-01	Tactical Supplies	56,875.00	- 20,000.00	36,875.00	34,181.87	1,699.76	75.52	92.70	2,617.61
100-5215-20-01	Ammunition	59,879.00	- 9,000.00	50,879.00	50,591.20	127.99		99.43	287.80
100-5220-20-01	Office Equipment	2,500.00	2,649.42	5,149.42	5,639.16	1,497.17		109.51	- 489.74
100-5230-20-01	Dues,Fees,& Subscriptions	7,950.00		7,950.00	5,127.67	183.48		64.50	2,822.33
100-5240-20-01	Postage and Delivery	1,426.00		1,426.00	1,364.81	126.41		95.71	61.19
100-5250-20-01	Publications	151.00		151.00					151.00
100-5265-20-01	Promotional Expense	500.00		500.00	137.95			27.59	362.05
100-5280-20-01	Printing and Reproduction	800.00		800.00					800.00
100-5290-20-01	Other Charges and Services	16,500.00	- 16,500.00		42.74				- 42.74
100-5310-20-01	Rental Expense	4,410.00		4,410.00	9,845.15	344.20		223.25	- 5,435.15
100-5320-20-01	Repairs & Maintenance	1,000.00		1,000.00	238.46			23.85	761.54
100-5330-20-01	Copier Expense	2,100.00		2,100.00	1,955.53	152.54		93.12	144.47
100-5340-20-01	Building Repairs	1,000.00		1,000.00	1,931.40	584.54		193.14	- 931.40
100-5350-20-01	Vehicle Expense	82,618.00	- 2,649.42	79,968.58	80,333.61	8,582.04		100.46	- 365.03
100-5352-20-01	Fuel	78,484.00		78,484.00	64,951.86	6,780.14		82.76	13,532.14
100-5353-20-01	Oil/Grease/Inspections	4,700.00		4,700.00	330.91	41.00		7.04	4,369.09
100-5400-20-01	Uniform Expense	28,880.00		28,880.00	29,649.79	159.70		102.67	- 769.79
100-5410-20-01	Professional Services	2,260.00		2,260.00	6,665.04	2,470.04		294.91	- 4,405.04
100-5418-20-01	IT Fees	19,090.00		19,090.00	9,115.70			47.75	9,974.30
100-5430-20-01	Legal Fees	14,400.00		14,400.00	30,100.48	1,389.00		209.03	- 15,700.48
100-5480-20-01	Contracted Services	37,345.00		37,345.00	47,285.10	3,144.33		126.62	- 9,940.10
100-5520-20-01	Telephones	7,116.00		7,116.00	3,109.60	210.70		43.70	4,006.40
100-5523-20-01	Water/Sewer Charges	1,500.00		1,500.00	912.66	79.26		60.84	587.34
100-5524-20-01	Gas	1,800.00		1,800.00					1,800.00
100-5525-20-01	Electricity	17,229.00		17,229.00	8,191.37	841.65		47.54	9,037.63
100-5526-20-01	Data Network	7,425.00		7,425.00	10,184.68	1,008.69		137.17	- 2,759.68
100-5530-20-01	Travel	3,250.00		3,250.00	8,146.47	1,577.92		250.66	- 4,896.47
100-5533-20-01	Mileage Expense	802.00		802.00	977.96	67.65		121.94	- 175.96
100-5536-20-01	Training/Seminars	36,302.00		36,302.00	25,112.52	2,368.57		69.18	11,189.48
100-5600-20-01	Special Events	5,000.00		5,000.00	2,266.78			45.34	2,733.22
100-5620-20-01	TOOLS & EQUIPMENT	9,314.00		9,314.00	14,355.75	675.00		154.13	- 5,041.75
100-5630-20-01	Safety Equipment	22,786.00	- 8,662.00	14,124.00	3,526.79	1,144.84		24.97	10,597.21
100-6110-20-01	Capital Expenditure		50,764.55	50,764.55					50,764.55
100-6110-20-01	Old Town Hall Renovations				50,118.96				- 50,118.96
100-6140-20-01	Capital Expense-Equipment	177,642.00	45,500.00	223,142.00	215,859.22		5,326.43	96.74	1,956.35
100-6160-20-01	Capital Expense-Vehicles	225,829.00	9,587.00	235,416.00	244,099.61	112,012.88	- 4,396.25	103.69	- 4,287.36
100-7145-20-01	Transfer to VERF	315,759.00		315,759.00	289,445.75	26,313.25		91.67	26,313.25
100-5110-20-05	Salaries & Wages	524,563.00		524,563.00	369,799.24	41,667.53		70.50	154,763.76
100-5115-20-05	Salaries - Overtime	10,545.00		10,545.00	27,584.50	4,024.38		261.59	- 17,039.50
100-5126-20-05	Salaries-Vacation Buy-Out	1,285.00		1,285.00	1,284.80			99.98	0.20
100-5127-20-05	Salaries-Certification Pay	14,460.00		14,460.00	10,100.16	934.56		69.85	4,359.84
100-5140-20-05	Salaries - Longevity Pay	2,265.00		2,265.00	1,865.00			82.34	400.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5145-20-05	Social Security Expense	34,347.00		34,347.00	24,621.20	2,838.54		71.68	9,725.80
100-5150-20-05	Medicare Expense	8,033.00		8,033.00	5,758.18	663.83		71.68	2,274.82
100-5155-20-05	SUTA Expense	1,782.00		1,782.00	92.29	4.07		5.18	1,689.71
100-5160-20-05	Health Insurance	69,261.00		69,261.00	48,925.70	3,249.74		70.64	20,335.30
100-5165-20-05	Dental Insurance	4,653.00		4,653.00	2,967.00	223.42		63.77	1,686.00
100-5170-20-05	Life Insurance/AD&D	1,115.00		1,115.00	774.60	60.97		69.47	340.40
100-5175-20-05	Liability (TML)/Workers' Comp	1,053.00		1,053.00	761.55	86.26		72.32	291.45
100-5180-20-05	TMRS Expense	75,052.00		75,052.00	56,052.35	6,333.81		74.69	18,999.65
100-5185-20-05	Long/Short Term Disability	998.00		998.00	618.21	47.19		61.95	379.79
100-5186-20-05	WELLE-Wellness Prog Reimb Empl	3,300.00		3,300.00	1,498.58	117.48		45.41	1,801.42
100-5210-20-05	Office Supplies	4,079.00		4,079.00	2,566.72	256.25		62.93	1,512.28
100-5212-20-05	Building Supplies	1,500.00		1,500.00					1,500.00
100-5220-20-05	Office Equipment	4,699.00		4,699.00	2,349.92			50.01	2,349.08
100-5230-20-05	Dues,Fees,& Subscriptions	3,520.00		3,520.00	1,210.21			34.38	2,309.79
100-5240-20-05	Postage and Delivery	100.00		100.00	4.00			4.00	96.00
100-5280-20-05	Printing and Reproduction	300.00		300.00					300.00
100-5330-20-05	Copier Expense	600.00		600.00	856.17	101.44		142.70	- 256.17
100-5340-20-05	Building Repairs	3,000.00		3,000.00					3,000.00
100-5400-20-05	Uniform Expense	1,619.00		1,619.00					1,619.00
100-5419-20-05	IT Licenses	68,791.00		68,791.00	87,210.83			126.78	- 18,419.83
100-5480-20-05	Contracted Services	79,994.00		79,994.00	50,702.96			63.38	29,291.04
100-5520-20-05	Telephones	1,200.00		1,200.00	1,487.41	136.18		123.95	- 287.41
100-5523-20-05	Water/Sewer Charges	500.00		500.00					500.00
100-5524-20-05	Gas	1,000.00		1,000.00	1,008.49	95.48		100.85	- 8.49
100-5526-20-05	Data Network	255.00		255.00	266.22			104.40	- 11.22
100-5530-20-05	Travel	5,000.00		5,000.00	3,523.97	695.39		70.48	1,476.03
100-5533-20-05	Mileage Expense				105.70				- 105.70
100-5536-20-05	Training/Seminars	6,500.00		6,500.00	2,941.90	- 245.00		45.26	3,558.10
100-5600-20-05	Special Events	1,000.00		1,000.00	579.95			58.00	420.05
100-7145-20-05	Transfer to VERF	901.00		901.00	825.88	75.08		91.66	75.12
100-5110-30-01	Salaries & Wages	2,497,475.00		2,497,475.00	2,285,794.94	290,614.84		91.52	211,680.06
100-5115-30-01	Salaries - Overtime	449,699.00	61,361.56	511,060.56	415,233.89	44,394.65		81.25	95,826.67
100-5116-30-01	Salaries - FLSA Overtime	80,452.00		80,452.00	39,878.68	6,057.95		49.57	40,573.32
100-5126-30-01	Salaries-Vacation Buy-Out	5,372.00		5,372.00	5,586.00			103.98	- 214.00
100-5127-30-01	Salaries-Certification Pay	41,820.00		41,820.00	36,971.35	4,777.08		88.41	4,848.65
100-5140-30-01	Salaries - Longevity Pay	10,885.00		10,885.00	10,455.00			96.05	430.00
100-5143-30-01	Cell Phone Allowance	6,345.00		6,345.00	5,710.00	550.00		89.99	635.00
100-5145-30-01	Social Security Expense	192,326.00		192,326.00	164,308.29	20,970.50		85.43	28,017.71
100-5150-30-01	Medicare Expense	44,980.00		44,980.00	38,723.49	4,904.43		86.09	6,256.51
100-5155-30-01	SUTA Expense	7,137.00		7,137.00	536.21	12.16		7.51	6,600.79
100-5160-30-01	Health Insurance	255,834.00		255,834.00	252,673.94	22,044.20		98.77	3,160.06
100-5165-30-01	Dental Insurance	12,430.00		12,430.00	11,086.71	980.90		89.19	1,343.29
100-5170-30-01	Life Insurance/AD&D	10,314.00		10,314.00	9,250.76	862.78		89.69	1,063.24
100-5171-30-01	Life Insurance-Supplemental	8,000.00		8,000.00	6,241.00			78.01	1,759.00
100-5175-30-01	Liability (TML)/Workers' Comp	36,192.00		36,192.00	36,498.05	4,601.07		100.85	206.05

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5180-30-01	TMRS Expense	396,000.00		396,000.00	363,390.70	44,626.97		91.77	32,609.30
100-5185-30-01	Long/Short Term Disability	4,378.00		4,378.00	3,631.42	333.67		82.95	746.58
100-5186-30-01	WELLE-Wellness Prog Reimb Empl	9,000.00		9,000.00	5,268.84	445.80		58.54	3,731.16
100-5191-30-01	Hiring Cost	500.00		500.00	1,163.00	1,163.00		232.60	- 663.00
100-5194-30-01	FD Annual Phy & Screening	12,600.00		12,600.00	11,185.00			88.77	1,415.00
100-5210-30-01	Office Supplies	9,500.00		9,500.00	8,584.30	308.80		90.36	915.70
100-5212-30-01	Building Supplies	12,000.00		12,000.00	10,629.84	472.11		88.58	1,370.16
100-5220-30-01	Office Equipment	7,460.00		7,460.00	10,738.05	440.00		143.94	- 3,278.05
100-5230-30-01	Dues,Fees,& Subscriptions	10,850.00		10,850.00	10,163.46	275.99		93.67	686.54
100-5240-30-01	Postage and Delivery	350.00		350.00	242.45			69.27	107.55
100-5250-30-01	Publications	700.00		700.00	700.00			100.00	
100-5280-30-01	Printing and Reproduction	1,900.00		1,900.00	1,019.30			53.65	880.70
100-5290-30-01	Other Charges and Services	4,030.00		4,030.00	2,627.56	196.51		65.20	1,402.44
100-5320-30-01	Repairs & Maintenance	20,000.00		20,000.00	17,879.57	1,273.04		89.40	2,120.43
100-5330-30-01	Copier Expense	3,613.00		3,613.00	3,241.01	671.00		89.70	371.99
100-5335-30-01	Radio/Video Equip. and Repairs	6,500.00		6,500.00	6,880.14			105.85	- 380.14
100-5340-30-01	Building Repairs	45,000.00		45,000.00	36,209.37	3,686.84		80.47	8,790.63
100-5350-30-01	Vehicle Expense	60,000.00		60,000.00	63,004.89	6,925.44		105.01	- 3,004.89
100-5352-30-01	Fuel	25,000.00		25,000.00	26,292.17	2,759.88		105.17	- 1,292.17
100-5353-30-01	Oil/Grease/Inspections	1,150.00		1,150.00	453.13			39.40	696.87
100-5400-30-01	Uniform Expense	22,500.00		22,500.00	22,314.36	1,166.57		99.18	185.64
100-5410-30-01	Professional Services	19,000.00	6,765.00	25,765.00	26,310.00	1,960.00		102.12	- 545.00
100-5419-30-01	IT Licenses		46,492.20	46,492.20	46,492.20			100.00	
100-5430-30-01	Legal Fees	4,000.00		4,000.00	1,919.00			47.98	2,081.00
100-5435-30-01	Legal Notices/Filings				115.20				- 115.20
100-5440-30-01	EMS	97,000.00		97,000.00	98,826.35	- 7,566.67		101.88	- 1,826.35
100-5445-30-01	Emergency Management	15,000.00	- 6,765.00	8,235.00	6,020.80	125.85		73.11	2,214.20
100-5480-30-01	Contracted Services	5,742.00		5,742.00	7,780.45	205.95		135.50	- 2,038.45
100-5520-30-01	Telephones	2,292.00		2,292.00	2,279.68	184.94		99.46	12.32
100-5523-30-01	Water/Sewer Charges	15,800.00		15,800.00	9,364.19	2,219.01		59.27	6,435.81
100-5524-30-01	Gas	4,500.00		4,500.00	3,416.97	112.04		75.93	1,083.03
100-5525-30-01	Electricity	41,500.00		41,500.00	29,478.29	3,730.96		71.03	12,021.71
100-5526-30-01	Data Network	9,820.00	2,000.00	11,820.00	9,320.33	757.06		78.85	2,499.67
100-5530-30-01	Travel	9,778.00		9,778.00	8,490.12			86.83	1,287.88
100-5533-30-01	Mileage Expense	1,905.00		1,905.00	329.09			17.28	1,575.91
100-5536-30-01	Training/Seminars	16,500.00		16,500.00	13,873.95	103.31		84.09	2,626.05
100-5610-30-01	Fire Fighting Equipment	10,500.00		10,500.00	10,793.55	55.00		102.80	- 293.55
100-5620-30-01	Tools & Equipment	500.00		500.00	200.05			40.01	299.95
100-5630-30-01	Safety Equipment	25,500.00		25,500.00	27,642.16	103.08		108.40	- 2,142.16
100-6110-30-01	Capital Expenditure	123,828.00	104,603.00	228,431.00	228,582.29			100.07	- 151.29
100-6140-30-01	Capital Expense-Equipment	27,750.00		27,750.00	27,190.63			97.98	559.37
100-6140-30-01	Aerial Ladder Truck - Equipmen	250,000.00	- 249,651.00	349.00	349.00			100.00	
100-6160-30-01	Capital Expense-Vehicles	63,000.00		63,000.00	62,607.00			99.38	393.00
100-6160-30-01	Aerial Ladder Truck - Vehicle	1,400,000.00	- 1,400,000.00						
100-6610-30-01	Capital Expense		28,000.00	28,000.00	17,717.94			63.28	10,282.06



Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-7144-30-01	Transfer to Bond Fund		1,649,651.00	1,649,651.00	1,649,651.00			100.00	
100-7145-30-01	Transfer to VERF	749,246.00		749,246.00	686,808.65	62,437.15		91.67	62,437.35
100-5110-30-05	Salaries & Wages	235,840.00		235,840.00	217,883.72	28,526.40		92.39	17,956.28
100-5115-30-05	Salaries - Overtime	24,404.00		24,404.00	15,281.80	2,560.27		62.62	9,122.20
100-5140-30-05	Salaries - Longevity Pay	995.00		995.00	985.00			99.00	10.00
100-5143-30-05	Cell Phone Allowance	2,805.00		2,805.00	2,550.00	255.00		90.91	255.00
100-5145-30-05	Social Security Expense	16,350.00		16,350.00	13,643.15	1,841.62		83.44	2,706.85
100-5150-30-05	Medicare Expense	3,824.00		3,824.00	3,190.75	430.70		83.44	633.25
100-5155-30-05	SUTA Expense	486.00		486.00	27.00			5.56	459.00
100-5160-30-05	Health Insurance	22,198.00		22,198.00	19,601.24	1,958.28		88.30	2,596.76
100-5165-30-05	Dental Insurance	1,255.00		1,255.00	1,070.80	105.02		85.32	184.20
100-5170-30-05	Life Insurance/AD&D	810.00		810.00	906.54	93.78		111.92	- 96.54
100-5175-30-05	Liability (TML)/Workers' Comp	2,622.00		2,622.00	2,682.70	359.93		102.32	- 60.70
100-5180-30-05	TMRS Expense	35,720.00		35,720.00	31,761.74	4,212.24		88.92	3,958.26
100-5185-30-05	Long/Short Term Disability	451.00		451.00	373.59	36.12		82.84	77.41
100-5186-30-05	WELLE-Wellness Prog Reimb Empl	1,650.00		1,650.00	325.00			19.70	1,325.00
100-5193-30-05	Records Retention	250.00		250.00					250.00
100-5194-30-05	FD Annual Phy & Screening	1,678.00		1,678.00	1,770.00	150.00		105.48	- 92.00
100-5210-30-05	Office Supplies	350.00		350.00	393.74			112.50	- 43.74
100-5215-30-05	Ammunition	1,250.00		1,250.00	1,249.12			99.93	0.88
100-5220-30-05	Office Equipment	3,765.00	2,500.00	6,265.00	6,847.43			109.30	- 582.43
100-5230-30-05	Dues,Fees,& Subscriptions	750.00		750.00	800.03			106.67	- 50.03
100-5240-30-05	Postage and Delivery	100.00		100.00	101.54			101.54	- 1.54
100-5250-30-05	Publications	1,050.00		1,050.00	1,155.95			110.09	- 105.95
100-5280-30-05	Printing and Reproduction	500.00		500.00	284.25			56.85	215.75
100-5295-30-05	Public Education/Fire Prevent	4,000.00		4,000.00	3,803.16			95.08	196.84
100-5335-30-05	Radio/Video Equip. and Repairs	500.00	500.00	1,000.00	149.00			14.90	851.00
100-5350-30-05	Vehicle Expense	5,000.00	- 1,500.00	3,500.00	2,438.45	1,480.84		69.67	1,061.55
100-5352-30-05	Fuel	5,000.00	- 1,500.00	3,500.00	1,726.88	231.88		49.34	1,773.12
100-5353-30-05	Oil/Grease/Inspections	900.00		900.00	20.50	10.25		2.28	879.50
100-5400-30-05	Uniform Expense	3,550.00		3,550.00	2,752.65			77.54	797.35
100-5430-30-05	Legal Fees	2,500.00		2,500.00	1,577.00	152.00		63.08	923.00
100-5480-30-05	Contracted Services	2,150.00	- 1,022.13	1,127.87	1,616.08			143.29	- 488.21
100-5526-30-05	Data Network	1,845.00		1,845.00	1,253.67	113.97		67.95	591.33
100-5530-30-05	Travel	2,924.00		2,924.00	2,949.24			100.86	- 25.24
100-5533-30-05	Mileage Expense	250.00		250.00					250.00
100-5536-30-05	Training/Seminars	5,700.00		5,700.00	4,777.30	25.00		83.81	922.70
100-5620-30-05	Tools & Equipment	700.00		700.00	628.30			89.76	71.70
100-5630-30-05	Safety Equipment	8,500.00		8,500.00	4,691.93	255.96	4,481.71	55.20	- 673.64
100-5640-30-05	Signs & Hardware	350.00		350.00	247.41			70.69	102.59
100-6140-30-05	Capital Expense-Equipment	5,000.00	1,022.13	6,022.13	6,022.13			100.00	
100-6160-30-05	Capital Expense-Vehicles	46,000.00		46,000.00	44,991.50			97.81	1,008.50
100-7145-30-05	Transfer to VERF	15,953.00		15,953.00	14,623.62	1,329.42		91.67	1,329.38
100-5110-40-01	Salaries & Wages	973,958.00		973,958.00	862,089.52	107,249.23		88.51	111,868.48
100-5115-40-01	Salaries - Overtime	7,500.00		7,500.00	731.31			9.75	6,768.69

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5140-40-01	Salaries - Longevity Pay	2,840.00		2,840.00	2,630.00			92.61	210.00
100-5143-40-01	Cell Phone Allowance	3,900.00		3,900.00	4,375.00	405.00		112.18	- 475.00
100-5145-40-01	Social Security Expense	61,295.00		61,295.00	49,504.75	6,256.57		80.77	11,790.25
100-5150-40-01	Medicare Expense	14,336.00		14,336.00	11,577.73	1,463.25		80.76	2,758.27
100-5155-40-01	SUTA Expense	2,592.00		2,592.00	270.57			10.44	2,321.43
100-5160-40-01	Health Insurance	128,249.00		128,249.00	108,165.78	8,568.72		84.34	20,083.22
100-5165-40-01	Dental Insurance	6,820.00		6,820.00	5,709.26	484.96		83.71	1,110.74
100-5170-40-01	Life Insurance/AD&D	1,776.00		1,776.00	1,567.21	140.70		88.24	208.79
100-5175-40-01	Liability (TML)/Workers' Comp	3,494.00		3,494.00	3,084.69	384.62		88.29	409.31
100-5180-40-01	TMRS Expense	133,952.00		133,952.00	117,426.71	14,554.97		87.66	16,525.29
100-5185-40-01	Long/Short Term Disability	1,851.00		1,851.00	1,500.19	135.81		81.05	350.81
100-5186-40-01	WELLE-Wellness Prog Reimb Empl	3,450.00		3,450.00	1,487.74	167.48		43.12	1,962.26
100-5210-40-01	Office Supplies	5,300.00		5,300.00	5,024.78	1,649.06		94.81	275.22
100-5220-40-01	Office Equipment	4,655.00		4,655.00	3,534.46			75.93	1,120.54
100-5230-40-01	Dues,Fees,& Subscriptions	1,700.00		1,700.00	1,968.50			115.79	- 268.50
100-5240-40-01	Postage and Delivery	50.00		50.00	1.39			2.78	48.61
100-5250-40-01	Publications	19,019.00		19,019.00	16,104.55			84.68	2,914.45
100-5280-40-01	Printing and Reproduction	1,000.00		1,000.00	288.41			28.84	711.59
100-5290-40-01	Other Charges and Services				277.00				- 277.00
100-5330-40-01	Copier Expense	2,000.00		2,000.00	2,577.40	280.66		128.87	- 577.40
100-5350-40-01	Vehicle Expense	5,545.00	4,500.00	10,045.00	8,715.42	2,195.05		86.76	1,329.58
100-5352-40-01	Fuel	9,700.00		9,700.00	6,223.07	786.72		64.16	3,476.93
100-5353-40-01	Oil/Grease/Inspections	1,485.00		1,485.00	468.79	10.25		31.57	1,016.21
100-5400-40-01	Uniform Expense	3,750.00		3,750.00	2,923.47	55.20		77.96	826.53
100-5410-40-01	Professional Services	474,500.00	- 37,548.00	436,952.00	171,048.48			39.15	265,903.52
100-5418-40-01	IT Fees	50,882.00		50,882.00	50,381.50			99.02	500.50
100-5419-40-01	IT Licenses	2,500.00		2,500.00					2,500.00
100-5430-40-01	Legal Fees	5,500.00		5,500.00	1,687.00			30.67	3,813.00
100-5465-40-01	Public Relations	500.00		500.00	140.82			28.16	359.18
100-5475-40-01	Credit Card Fees		12,000.00	12,000.00	13,123.36	1,400.59		109.36	- 1,123.36
100-5480-40-01	Contracted Services	3,000.00		3,000.00	2,152.95			71.77	847.05
100-5526-40-01	Data Network	4,320.00		4,320.00	3,753.66	341.91		86.89	566.34
100-5530-40-01	Travel	9,746.00		9,746.00	2,615.11			26.83	7,130.89
100-5533-40-01	Mileage Expense	2,214.00		2,214.00	948.69	300.32		42.85	1,265.31
100-5536-40-01	Training/Seminars	16,020.00		16,020.00	11,945.11	629.50		74.56	4,074.89
100-5620-40-01	Tools & Equipment	1,450.00		1,450.00	1,109.95	339.13		76.55	340.05
100-5630-40-01	Safety Equipment	1,750.00		1,750.00	1,435.14	300.87		82.01	314.86
100-7145-40-01	Transfer to VERF	31,757.00		31,757.00	29,110.62	2,646.42		91.67	2,646.38
100-5110-40-02	Salaries & Wages	118,004.00		118,004.00	113,908.25	14,439.15		96.53	4,095.75
100-5115-40-02	Salaries - Overtime	400.00		400.00	266.36	160.40		66.59	133.64
100-5140-40-02	Salaries - Longevity Pay	510.00		510.00	505.00			99.02	5.00
100-5143-40-02	Cell Phone Allowance	900.00		900.00					900.00
100-5145-40-02	Social Security Expense	7,432.00		7,432.00	6,647.04	862.83		89.44	784.96
100-5150-40-02	Medicare Expense	1,739.00		1,739.00	1,554.55	201.79		89.39	184.45
100-5155-40-02	SUTA Expense	324.00		324.00	18.00			5.56	306.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5160-40-02	Health Insurance	16,882.00		16,882.00	14,413.52	1,310.32		85.38	2,468.48
100-5165-40-02	Dental Insurance	884.00		884.00	776.16	67.10		87.80	107.84
100-5170-40-02	Life Insurance/AD&D	233.00		233.00	206.36	18.76		88.57	26.64
100-5175-40-02	Liability (TML)/Workers' Comp	504.00		504.00	483.71	61.30		95.97	20.29
100-5180-40-02	TMRS Expense	16,243.00		16,243.00	15,607.83	1,985.01		96.09	635.17
100-5185-40-02	Long/Short Term Disability	225.00		225.00	198.38	18.30		88.17	26.62
100-5186-40-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	550.00	50.00		91.67	50.00
100-5210-40-02	Office Supplies	500.00		500.00	109.17	65.99		21.83	390.83
100-5220-40-02	Office Equipment	200.00		200.00	735.13			367.57	- 535.13
100-5230-40-02	Dues,Fees,& Subscriptions	1,068.00		1,068.00	550.00			51.50	518.00
100-5240-40-02	Postage and Delivery	750.00		750.00	336.28	37.00		44.84	413.72
100-5280-40-02	Printing and Reproduction	400.00	2,500.00	2,900.00	125.41			4.32	2,774.59
100-5330-40-02	Copier Expense		50.00	50.00	34.92	2.49		69.84	15.08
100-5350-40-02	Vehicle Expense	2,150.00	2,027.00	4,177.00	4,638.59	1,142.17		111.05	- 461.59
100-5352-40-02	Fuel	1,440.00		1,440.00	956.88	124.77		66.45	483.12
100-5353-40-02	Oil/Grease/Inspections	340.00		340.00	34.69			10.20	305.31
100-5400-40-02	Uniform Expense	600.00		600.00	290.81			48.47	309.19
100-5418-40-02	IT Fees		440.00	440.00	440.00			100.00	
100-5430-40-02	Legal Fees	2,250.00		2,250.00	1,140.00	285.00		50.67	1,110.00
100-5435-40-02	Legal Notices/Filings	250.00		250.00	60.00			24.00	190.00
100-5480-40-02	Contracted Services	109,200.00	9,671.00	118,871.00	95,027.00		4,800.00	79.94	19,044.00
100-5520-40-02	Telephones	510.00	450.00	960.00	834.08	76.47		86.88	125.92
100-5526-40-02	Data Network	912.00		912.00	826.42	76.04		90.62	85.58
100-5530-40-02	Travel	2,580.00		2,580.00	1,363.57	21.78		52.85	1,216.43
100-5533-40-02	Mileage Expense	350.00	110.00	460.00	523.50	64.26		113.80	- 63.50
100-5536-40-02	Training/Seminars	2,410.00		2,410.00	1,853.90	106.70		76.93	556.10
100-5600-40-02	Special Events	250.00		250.00					250.00
100-5620-40-02	Tools & Equipment	400.00		400.00	161.12			40.28	238.88
100-5630-40-02	Safety Equipment				4.99				- 4.99
100-5640-40-02	Signs & Hardware	500.00		500.00	284.45			56.89	215.55
100-7145-40-02	Transfer to VRF	8,619.00		8,619.00	7,900.75	718.25		91.67	718.25
100-5110-40-03	Salaries & Wages	401,827.00		401,827.00	347,653.34	43,828.83		86.52	54,173.66
100-5115-40-03	Salaries - Overtime	2,000.00		2,000.00	1,695.91	292.70		84.80	304.09
100-5126-40-03	Salaries-Vacation Buy-Out	3,662.00		3,662.00	3,812.52			104.11	- 150.52
100-5140-40-03	Salaries - Longevity Pay	1,370.00		1,370.00	1,365.00			99.64	5.00
100-5143-40-03	Cell Phone Allowance	2,460.00		2,460.00	2,530.00	230.00		102.85	- 70.00
100-5145-40-03	Social Security Expense	25,520.00		25,520.00	20,509.43	2,592.08		80.37	5,010.57
100-5150-40-03	Medicare Expense	5,969.00		5,969.00	4,796.57	606.23		80.36	1,172.43
100-5155-40-03	SUTA Expense	810.00		810.00	142.27			17.56	667.73
100-5160-40-03	Health Insurance	53,405.00		53,405.00	54,292.68	4,334.28		101.66	- 887.68
100-5165-40-03	Dental Insurance	2,333.00		2,333.00	2,090.29	182.44		89.60	242.71
100-5170-40-03	Life Insurance/AD&D	615.00		615.00	561.12	51.42		91.24	53.88
100-5175-40-03	Liability (TML)/Workers' Comp	1,072.00		1,072.00	939.32	117.04		87.62	132.68
100-5180-40-03	TMRS Expense	55,772.00		55,772.00	48,269.68	5,997.32		86.55	7,502.32
100-5185-40-03	Long/Short Term Disability	764.00		764.00	603.95	55.46		79.05	160.05

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5186-40-03	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	1,413.28	139.16		78.52	386.72
100-5210-40-03	Office Supplies	6,100.00		6,100.00	4,125.64	709.27		67.63	1,974.36
100-5220-40-03	Office Equipment	1,420.00		1,420.00	1,575.09			110.92	- 155.09
100-5230-40-03	Dues,Fees,& Subscriptions	3,200.00		3,200.00	2,787.98	125.00		87.12	412.02
100-5240-40-03	Postage and Delivery	550.00		550.00	286.99	86.20		52.18	263.01
100-5280-40-03	Printing and Reproduction	2,000.00		2,000.00	173.63	23.52		8.68	1,826.37
100-5290-40-03	Other Charges and Services				125.28				- 125.28
100-5330-40-03	Copier Expense	3,000.00		3,000.00	1,860.89	237.13		62.03	1,139.11
100-5400-40-03	Uniform Expense	750.00		750.00	680.61			90.75	69.39
100-5410-40-03	Professional Services	109,500.00	70,879.99	180,379.99	160,528.94	2,686.08	7,413.92	89.00	12,437.13
100-5418-40-03	IT Fees	2,000.00		2,000.00	1,007.50			50.38	992.50
100-5419-40-03	IT Licenses	2,106.00	2,545.01	4,651.01	4,651.01			100.00	
100-5430-40-03	Legal Fees	15,000.00		15,000.00	13,712.88	2,414.50		91.42	1,287.12
100-5435-40-03	Legal Notices/Filings		1,899.00	1,899.00	2,005.38	106.38		105.60	- 106.38
100-5480-40-03	Contracted Services	3,000.00		3,000.00					3,000.00
100-5520-40-03	Telephones	750.00		750.00					750.00
100-5526-40-03	Data Network	3,360.00		3,360.00	3,343.12	303.92		99.50	16.88
100-5530-40-03	Travel	5,000.00		5,000.00	4,082.21			81.64	917.79
100-5533-40-03	Mileage Expense	600.00		600.00	352.43			58.74	247.57
100-5536-40-03	Training/Seminars	4,730.00		4,730.00	3,358.24	632.46		71.00	1,371.76
100-7145-40-03	Transfer to VERF	1,328.00		1,328.00	1,217.37	110.67		91.67	110.63
100-5110-50-01	Salaries & Wages	276,167.00		276,167.00	228,261.42	34,200.54		82.65	47,905.58
100-5115-50-01	Salaries - Overtime	6,100.00		6,100.00	7,065.70	1,629.86		115.83	- 965.70
100-5140-50-01	Salaries - Longevity Pay	1,840.00		1,840.00	1,795.00			97.55	45.00
100-5145-50-01	Social Security Expense	17,625.00		17,625.00	13,664.21	2,113.42		77.53	3,960.79
100-5150-50-01	Medicare Expense	4,122.00		4,122.00	3,195.66	494.26		77.53	926.34
100-5155-50-01	SUTA Expense	972.00		972.00	49.80	3.89		5.12	922.20
100-5160-50-01	Health Insurance	57,175.00		57,175.00	36,386.83	3,460.04		63.64	20,788.17
100-5165-50-01	Dental Insurance	2,640.00		2,640.00	1,862.59	206.46		70.55	777.41
100-5170-50-01	Life Insurance/AD&D	616.00		616.00	487.76	56.28		79.18	128.24
100-5175-50-01	Liability (TML)/Workers' Comp	9,780.00		9,780.00	8,603.51	1,332.13		87.97	1,176.49
100-5180-50-01	TMRS Expense	38,513.00		38,513.00	32,268.75	4,868.56		83.79	6,244.25
100-5185-50-01	Long/Short Term Disability	526.00		526.00	376.16	40.30		71.51	149.84
100-5186-50-01	WELLE-Wellness Prog Reimb Empl	1,650.00		1,650.00	1,100.00	100.00		66.67	550.00
100-5210-50-01	Office Supplies	1,000.00		1,000.00	485.82	428.24		48.58	514.18
100-5220-50-01	Office Equipment	3,142.00		3,142.00					3,142.00
100-5230-50-01	Dues,Fees,& Subscriptions	400.00		400.00	200.00			50.00	200.00
100-5310-50-01	Rental Expense	36,000.00	- 4,500.00	31,500.00	23,730.96	3,952.03		75.34	7,769.04
100-5320-50-01	Repairs & Maintenance	2,600.00		2,600.00					2,600.00
100-5321-50-01	Signal Light Repairs	15,000.00	44,000.00	59,000.00	51,259.62	4,272.00	3,000.00	86.88	4,740.38
100-5340-50-01	Building Repairs	2,500.00		2,500.00	2,313.96			92.56	186.04
100-5350-50-01	Vehicle Expense	14,000.00	- 2,000.00	12,000.00	12,523.65	1,212.62		104.36	- 523.65
100-5351-50-01	Equipment Expense/Repair		2,000.00	2,000.00	3,903.84	285.24		195.19	- 1,903.84
100-5352-50-01	Fuel	9,000.00		9,000.00	7,259.00	1,022.63		80.66	1,741.00
100-5353-50-01	Oil/Grease/Inspections	400.00	1,000.00	1,400.00	1,055.02			75.36	344.98

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5400-50-01	Uniform Expense	4,800.00		4,800.00	4,162.54	1,227.34		86.72	637.46
100-5410-50-01	Coleman (Gorgeous-Prosper Trl)	375,000.00	- 375,000.00						
100-5430-50-01	Legal Fees	11,627.00	- 8,000.00	3,627.00	76.00			2.10	3,551.00
100-5480-50-01	Contracted Services	1,277,625.00	6,962.00	1,284,587.00	517,031.41	286,831.85	456,700.80	40.25	310,854.79
100-5520-50-01	Telephones	1,788.00		1,788.00	1,839.95	236.73		102.91	- 51.95
100-5523-50-01	Water/Sewer Charges	300.00		300.00	285.85	34.28		95.28	14.15
100-5525-50-01	Electricity	3,000.00		3,000.00	2,750.00	250.00		91.67	250.00
100-5526-50-01	Data Network	100.00	120.00	220.00	213.78	16.04		97.17	6.22
100-5527-50-01	Electricity - Street Lights	184,300.00		184,300.00	206,364.81	19,433.81		111.97	- 22,064.81
100-5530-50-01	Travel	600.00		600.00	414.51			69.09	185.49
100-5536-50-01	Training/Seminars	2,400.00	741.00	3,141.00	4,139.00	500.00		131.77	- 998.00
100-5620-50-01	Tools & Equipment	7,700.00		7,700.00	4,601.02	396.86		59.75	3,098.98
100-5630-50-01	Safety Equipment	4,800.00		4,800.00	3,407.55	1,304.98		70.99	1,392.45
100-5640-50-01	Signs & Hardware	55,000.00	33,500.00	88,500.00	47,625.81	8,525.57	42,347.00	53.81	- 1,472.81
100-5650-50-01	Maintenance Materials	103,600.00	- 5,861.00	97,739.00	93,264.04	1,181.50		95.42	4,474.96
100-6110-50-01	Capital Expenditure	730,000.00	- 730,000.00						
100-6140-50-01	Capital Expense-Equipment	81,278.00		81,278.00	77,472.00			95.32	3,806.00
100-6160-50-01	Capital Expense-Vehicles	46,100.00		46,100.00	39,454.34			85.58	6,645.66
100-7144-50-01	Transfer to Bond Fund		1,960,449.00	1,960,449.00	1,960,449.00	244.00		100.00	
100-7145-50-01	Transfer to VERF	33,608.00		33,608.00	30,807.37	2,800.67		91.67	2,800.63
100-5212-50-05	BUILDING SUPPLIES	13,425.00		13,425.00	1,104.78	164.36		8.23	12,320.22
100-5340-50-05	BUILDING REPAIRS				914.37				- 914.37
100-5480-50-05	CONTRACTED SERVICES	130,000.00		130,000.00	119,736.92	9,766.10	30,263.08	92.11	- 20,000.00
100-5523-50-05	WATER/SEWER CHARGES	9,000.00		9,000.00	6,885.28	2,457.55		76.50	2,114.72
100-5524-50-05	GAS	200.00		200.00					200.00
100-5525-50-05	ELECTRICITY	120,000.00		120,000.00	73,273.17	7,137.22		61.06	46,726.83
100-5110-60-01	Salaries & Wages	315,866.00	- 12,000.00	303,866.00	271,205.57	36,904.56		89.25	32,660.43
100-5115-60-01	Salaries - Overtime	500.00		500.00	5,839.78			1,167.96	- 5,339.78
100-5140-60-01	Salaries - Longevity Pay	795.00		795.00	630.00			79.25	165.00
100-5143-60-01	Cell Phone Allowance	2,940.00		2,940.00	2,730.00	270.00		92.86	210.00
100-5145-60-01	Social Security Expense	19,854.00		19,854.00	16,319.51	2,216.03		82.20	3,534.49
100-5150-60-01	Medicare Expense	4,644.00		4,644.00	3,816.66	518.26		82.19	827.34
100-5155-60-01	SUTA Expense	648.00		648.00	36.00			5.56	612.00
100-5160-60-01	Health Insurance	34,464.00		34,464.00	32,939.48	2,812.62		95.58	1,524.52
100-5165-60-01	Dental Insurance	1,848.00		1,848.00	1,402.04	139.16		75.87	445.96
100-5170-60-01	Life Insurance/AD&D	465.00		465.00	297.34	29.64		63.94	167.66
100-5175-60-01	Liability (TML)/Workers' Comp	2,663.00		2,663.00	2,390.97	305.22		89.79	272.03
100-5180-60-01	TMRS Expense	43,392.00		43,392.00	37,743.89	5,012.66		86.98	5,648.11
100-5185-60-01	Long/Short Term Disability	600.00		600.00	460.74	46.76		76.79	139.26
100-5186-60-01	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	980.76	89.16		54.49	819.24
100-5210-60-01	Office Supplies	2,000.00		2,000.00	2,305.14	693.05		115.26	- 305.14
100-5212-60-01	Building Supplies	500.00		500.00	325.90	85.71		65.18	174.10
100-5220-60-01	Office Equipment				1,841.11				- 1,841.11
100-5230-60-01	Dues,Fees,& Subscriptions	2,500.00		2,500.00	1,110.00			44.40	1,390.00
100-5240-60-01	Postage and Delivery	50.00		50.00	7.73			15.46	42.27

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5280-60-01	Printing and Reproduction	150.00		150.00	309.64			206.43	- 159.64
100-5320-60-01	Repairs & Maintenance				209.75				- 209.75
100-5330-60-01	Copier Expense	2,800.00		2,800.00	1,467.28	429.35		52.40	1,332.72
100-5340-60-01	Building Repairs	68,500.00	29,000.00	97,500.00	96,679.83	1,880.70	3,269.75	99.16	- 2,449.58
100-5352-60-01	Fuel				28.00				- 28.00
100-5400-60-01	Uniform Expense	400.00		400.00	387.50			96.88	12.50
100-5410-60-01	Professional Services	74,000.00	- 39,000.00	35,000.00	35,365.39	300.00	17,854.61	101.04	- 18,220.00
100-5410-60-01	Prof Svcs. Town Hall Open Spac		52,000.00	52,000.00	15,043.79		15,432.21	28.93	21,524.00
100-5419-60-01	IT Licenses	600.00	2,000.00	2,600.00	378.60			14.56	2,221.40
100-5430-60-01	Legal Fees	7,500.00		7,500.00	10,583.70	266.00		141.12	- 3,083.70
100-5435-60-01	Legal Notices/Filings	250.00		250.00	358.80	58.80		143.52	- 108.80
100-5480-60-01	Contracted Services	3,120.00		3,120.00	8,150.00	900.00		261.22	- 5,030.00
100-5520-60-01	Telephones	420.00		420.00	396.49	36.28		94.40	23.51
100-5523-60-01	Water/Sewer Charges	1,180.00		1,180.00	622.69	57.33		52.77	557.31
100-5524-60-01	GAS	2,275.00		2,275.00	728.12	45.77		32.01	1,546.88
100-5525-60-01	Electricity	6,570.00	- 4,000.00	2,570.00	1,946.68	226.53		75.75	623.32
100-5526-60-01	Data Network	6,000.00	- 2,000.00	4,000.00	1,425.46	138.41		35.64	2,574.54
100-5530-60-01	Travel	4,000.00		4,000.00	1,404.87	1,102.59		35.12	2,595.13
100-5533-60-01	Mileage Expense	2,000.00		2,000.00	1,494.98	444.36		74.75	505.02
100-5536-60-01	Training/Seminars	7,500.00		7,500.00	2,917.87			38.91	4,582.13
100-5600-60-01	Special Events		140,000.00	140,000.00	124,182.69			88.70	15,817.31
100-5601-60-01	Event - Prosper Christmas	79,300.00		79,300.00	78,268.53	250.00	- 1,970.00	98.70	3,001.47
100-7144-60-01	Transfer to Bond Fund		158,194.00	158,194.00	158,194.00			100.00	
100-7145-60-01	Transfer to VERF	1,979.00		1,979.00	1,814.12	164.92		91.67	164.88
100-5110-60-02	Salaries & Wages	884,606.00		884,606.00	749,731.19	99,011.64		84.75	134,874.81
100-5115-60-02	Salaries - Overtime	16,117.00		16,117.00	18,382.46	2,536.35		114.06	- 2,265.46
100-5126-60-02	Salaries-Vacation Buy-Out	14,485.00		14,485.00	6,909.68			47.70	7,575.32
100-5140-60-02	Salaries - Longevity Pay	4,600.00		4,600.00	4,465.00			97.07	135.00
100-5143-60-02	Cell Phone Allowance	4,860.00		4,860.00	7,380.00	780.00		151.85	- 2,520.00
100-5145-60-02	Social Security Expense	57,567.00		57,567.00	44,728.28	5,991.67		77.70	12,838.72
100-5150-60-02	Medicare Expense	13,464.00		13,464.00	10,460.66	1,401.27		77.69	3,003.34
100-5155-60-02	SUTA Expense	3,240.00		3,240.00	353.58			10.91	2,886.42
100-5160-60-02	Health Insurance	176,901.00		176,901.00	178,110.30	14,213.50		100.68	- 1,209.30
100-5165-60-02	Dental Insurance	7,776.00		7,776.00	6,325.96	585.18		81.35	1,450.04
100-5170-60-02	Life Insurance/AD&D	2,078.00		2,078.00	1,838.48	178.22		88.47	239.52
100-5175-60-02	Liability (TML)/Workers' Comp	17,425.00		17,425.00	15,255.13	2,007.06		87.55	2,169.87
100-5180-60-02	TMRS Expense	120,597.00		120,597.00	106,108.20	13,809.56		87.99	14,488.80
100-5185-60-02	Long/Short Term Disability	1,691.00		1,691.00	1,289.22	124.16		76.24	401.78
100-5186-60-02	WELLE-Wellness Prog Reimb Empl	6,150.00		6,150.00	3,880.22	367.48		63.09	2,269.78
100-5210-60-02	Office Supplies	500.00		500.00	723.17			144.63	- 223.17
100-5212-60-02	Building Supplies	1,500.00		1,500.00	1,011.87	65.56		67.46	488.13
100-5213-60-02	Custodial Supplies		6,000.00	6,000.00	5,403.42			90.06	596.58
100-5220-60-02	Office Equipment	3,461.00		3,461.00	2,458.39			71.03	1,002.61
100-5230-60-02	Dues,Fees,& Subscriptions	1,238.00		1,238.00	2,186.15	75.00		176.59	- 948.15
100-5310-60-02	Rental Expense	41,000.00		41,000.00	39,069.47	2,805.00		95.29	1,930.53

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5320-60-02	Repairs & Maintenance	69,410.00	- 21,000.00	48,410.00	27,198.98	1,197.97	13,567.01	56.19	7,644.01
100-5322-60-02	Irrigation Repairs	13,000.00		13,000.00	15,301.58	784.81		117.70	- 2,301.58
100-5323-60-02	Field Maintenance	54,150.00		54,150.00	50,783.38	12,927.87	4,050.00	93.78	- 683.38
100-5324-60-02	Landscape Maintenance		15,000.00	15,000.00	13,588.92	172.60		90.59	1,411.08
100-5330-60-02	Copier Expense	237.00		237.00	123.45	9.57		52.09	113.55
100-5350-60-02	Vehicle Expense	8,000.00		8,000.00	6,986.06	673.19		87.33	1,013.94
100-5351-60-02	Equipment Expense/Repair				5,572.91	262.45			- 5,572.91
100-5352-60-02	Fuel	15,470.00		15,470.00	14,684.19	2,711.90		94.92	785.81
100-5353-60-02	Oil/Grease/Inspections	1,500.00		1,500.00	1,804.14	204.30		120.28	- 304.14
100-5355-60-02	Chemicals/Fertilizer	136,510.00	- 21,000.00	115,510.00	58,906.57	1,169.63	6,000.00	51.00	50,603.43
100-5400-60-02	Uniform Expense	11,635.00		11,635.00	10,667.24	80.00		91.68	967.76
100-5430-60-02	Legal Fees				38.00				- 38.00
100-5480-60-02	Contracted Services	282,632.00	969.23	283,601.23	232,448.16	28,219.00	29,054.00	81.96	22,099.07
100-5520-60-02	Telephones	4,165.00		4,165.00	3,342.75	289.50		80.26	822.25
100-5523-60-02	Water/Sewer Charges	179,788.00		179,788.00	101,724.23	39,963.25		56.58	78,063.77
100-5525-60-02	Electricity	160,000.00		160,000.00	136,435.88	13,035.56		85.27	23,564.12
100-5526-60-02	Data Network	800.00		800.00	417.89	37.99		52.24	382.11
100-5530-60-02	Travel	4,305.00		4,305.00	4,109.56	1,358.82		95.46	195.44
100-5533-60-02	Mileage Expense	150.00		150.00	1,126.00			750.67	- 976.00
100-5536-60-02	Training/Seminars	4,170.00		4,170.00	2,275.00			54.56	1,895.00
100-5620-60-02	Tools & Equipment	4,350.00	2,600.00	6,950.00	4,498.86	467.50		64.73	2,451.14
100-5630-60-02	Safety Equipment	2,995.00		2,995.00	609.08			20.34	2,385.92
100-5640-60-02	Signs & Hardware	6,200.00		6,200.00	3,782.97	303.48		61.02	2,417.03
100-6110-60-02	Capital Expenditure		18,400.00	18,400.00					18,400.00
100-6140-60-02	Capital Expense-Equipment	65,000.00	- 3,469.23	61,530.77	57,261.00			93.06	4,269.77
100-6160-60-02	Capital Expense-Vehicles	66,600.00	2,500.00	69,100.00	72,330.24			104.68	- 3,230.24
100-7145-60-02	Transfer to VERF	73,415.00		73,415.00	67,297.12	6,117.92		91.67	6,117.88
100-5110-60-03	Salaries & Wages	99,567.00	- 15,000.00	84,567.00	50,287.28	10,085.91		59.46	34,279.72
100-5140-60-03	Salaries - Longevity Pay	290.00		290.00					290.00
100-5143-60-03	CELL PHONE ALLOWANCE	440.00		440.00					440.00
100-5145-60-03	Social Security Expense	6,192.00		6,192.00	3,078.43	621.55		49.72	3,113.57
100-5150-60-03	Medicare Expense	1,448.00		1,448.00	719.96	145.36		49.72	728.04
100-5155-60-03	SUTA Expense	324.00		324.00	99.68	4.80		30.77	224.32
100-5160-60-03	Health Insurance	5,522.00		5,522.00	6,458.12	518.92		116.95	- 936.12
100-5165-60-03	Dental Insurance	363.00		363.00	439.46	64.80		121.06	- 76.46
100-5170-60-03	Life Insurance/AD&D	159.00		159.00	121.94	18.76		76.69	37.06
100-5175-60-03	Liability (TML)/Workers' Comp	888.00		888.00	879.92	176.49		99.09	8.08
100-5180-60-03	TMRS Expense	13,523.00		13,523.00	6,811.80	1,366.64		50.37	6,711.20
100-5185-60-03	Long/Short Term Disability	190.00		190.00	85.86	12.78		45.19	104.14
100-5186-60-03	WELLE-Wellness Prog Reimb Empl	550.00		550.00					550.00
100-5210-60-03	Office Supplies	150.00		150.00	9.61	9.61		6.41	140.39
100-5220-60-03	Office Equipment	3,350.00		3,350.00	1,941.30	293.08		57.95	1,408.70
100-5230-60-03	Dues,Fees,& Subscriptions	85.00		85.00	30.00			35.29	55.00
100-5240-60-03	Postage and Delivery	4,330.00		4,330.00	2,121.58	2,057.19		49.00	2,208.42
100-5260-60-03	Advertising	2,000.00		2,000.00	172.00	172.00		8.60	1,828.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5280-60-03	Printing and Reproduction	3,115.00		3,115.00	1,717.58	1,390.05		55.14	1,397.42
100-5475-60-03	Credit Card Fees				3,634.20	472.86			- 3,634.20
100-5520-60-03	Telephones	525.00		525.00					525.00
100-5533-60-03	Mileage Expense				23.14				- 23.14
100-5536-60-03	Training/Seminars	200.00		200.00	140.00	140.00		70.00	60.00
100-5600-60-03	Special Events	28,725.00	5,000.00	33,725.00	23,267.25	1,186.83	7,572.00	68.99	2,885.75
100-5995-60-03	Recreation Activities	59,500.00		59,500.00	59,424.55	15,802.97		99.87	75.45
100-5110-60-05	Salaries & Wages	296,805.00	- 24,150.00	272,655.00	250,810.28	32,056.20		91.99	21,844.72
100-5115-60-05	Salaries - Overtime				175.28				- 175.28
100-5126-60-05	Salaries-Vacation Buy-Out	2,122.00		2,122.00	2,121.32			99.97	0.68
100-5140-60-05	Salaries - Longevity Pay	270.00		270.00	265.00			98.15	5.00
100-5145-60-05	Social Security Expense	18,555.00		18,555.00	15,216.35	1,944.16		82.01	3,338.65
100-5150-60-05	Medicare Expense	4,339.00		4,339.00	3,558.68	454.66		82.02	780.32
100-5155-60-05	SUTA Expense	1,296.00		1,296.00	374.95	9.13		28.93	921.05
100-5160-60-05	Health Insurance	27,909.00		27,909.00	21,686.44	1,799.42		77.70	6,222.56
100-5165-60-05	Dental Insurance	1,715.00		1,715.00	888.24	99.66		51.79	826.76
100-5170-60-05	Life Insurance/AD&D	580.00		580.00	227.74	20.26		39.27	352.26
100-5175-60-05	Liability (TML)/Workers' Comp	649.00		649.00	527.90	68.38		81.34	121.10
100-5180-60-05	TMRS Expense	32,961.00	- 6,000.00	26,961.00	22,362.14	2,960.77		82.94	4,598.86
100-5185-60-05	Long/Short Term Disability	458.00		458.00	279.05	27.66		60.93	178.95
100-5186-60-05	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00					2,400.00
100-5210-60-05	Office Supplies	3,995.00		3,995.00	5,243.38	119.32		131.25	- 1,248.38
100-5212-60-05	Building Supplies				54.94				- 54.94
100-5220-60-05	Office Equipment	9,200.00	1,600.00	10,800.00	12,306.34			113.95	- 1,506.34
100-5230-60-05	Dues,Fees,& Subscriptions	5,500.00	14,900.00	20,400.00	12,033.84	1,738.07	3,300.00	58.99	5,066.16
100-5240-60-05	Postage and Delivery	400.00		400.00	535.23	50.01		133.81	- 135.23
100-5280-60-05	Printing and Reproduction	400.00	2,300.00	2,700.00	554.97			20.55	2,145.03
100-5281-60-05	Book Purchases	28,000.00	16,300.00	44,300.00	38,299.45	1,159.99	3,377.99	86.46	2,622.56
100-5282-60-05	DVD Purchases	1,500.00		1,500.00	1,786.76	136.48		119.12	- 286.76
100-5283-60-05	Audiobook Purchases	1,700.00	- 1,000.00	700.00	968.04	366.17		138.29	- 268.04
100-5284-60-05	Other Collect. Item Purchases	6,617.00	- 850.00	5,767.00	4,431.94			76.85	1,335.06
100-5290-60-05	Other Charges and Services	2,000.00		2,000.00	2,118.17	282.59		105.91	- 118.17
100-5330-60-05	Copier Expense	900.00	700.00	1,600.00	1,673.63	236.45		104.60	- 73.63
100-5400-60-05	Uniform Expense	1,300.00		1,300.00	958.80			73.75	341.20
100-5430-60-05	Legal Fees	600.00		600.00	456.00	133.00		76.00	144.00
100-5480-60-05	Contracted Services	13,000.00	- 4,800.00	8,200.00	8,095.00			98.72	105.00
100-5520-60-05	Telephones	980.00		980.00	467.89	34.99		47.74	512.11
100-5526-60-05	Data Network				213.23				- 213.23
100-5530-60-05	Travel	2,000.00		2,000.00	2,142.75			107.14	- 142.75
100-5533-60-05	Mileage Expense	750.00		750.00	352.24			46.97	397.76
100-5536-60-05	Training/Seminars	1,000.00		1,000.00	892.76			89.28	107.24
100-5600-60-05	Special Events	2,000.00	1,000.00	3,000.00	4,666.64	535.00		155.56	- 1,666.64
100-7145-60-05	Transfer to VERF	660.00		660.00	605.00	55.00		91.67	55.00
100-5110-98-01	Salaries & Wages	789,919.00	159,186.00	949,105.00	660,873.69	67,834.94		69.63	288,231.31
100-5115-98-01	Salaries - Overtime	700.00		700.00	677.06	382.92		96.72	22.04



Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5126-98-01	Salaries-Vacation Buy-Out	11,971.00		11,971.00	11,542.86			96.42	428.14
100-5140-98-01	Salaries - Longevity Pay	2,025.00		2,025.00	1,890.00			93.33	135.00
100-5145-98-01	Social Security Expense	49,914.00		49,914.00	38,270.11	4,023.26		76.67	11,643.89
100-5150-98-01	Medicare Expense	11,674.00		11,674.00	9,358.86	940.93		80.17	2,315.14
100-5155-98-01	SUTA Expense	1,296.00		1,296.00	78.15	6.15		6.03	1,217.85
100-5160-98-01	Health Insurance	85,883.00		85,883.00	65,725.24	4,600.04		76.53	20,157.76
100-5165-98-01	Dental Insurance	3,676.00		3,676.00	2,490.85	183.34		67.76	1,185.15
100-5170-98-01	Life Insurance/AD&D	933.00		933.00	765.80	61.50		82.08	167.20
100-5175-98-01	Liability (TML)/Workers' Comp	2,090.00		2,090.00	1,865.12	196.12		89.24	224.88
100-5180-98-01	TMRS Expense	109,072.00		109,072.00	82,488.15	9,272.42		75.63	26,583.85
100-5185-98-01	Long/Short Term Disability	1,501.00		1,501.00	1,030.02	78.06		68.62	470.98
100-5186-98-01	WELLE-Wellness Prog Reimb Empl	2,250.00		2,250.00	1,900.00	200.00		84.44	350.00
100-5191-98-01	Hiring Cost				357.40				- 357.40
100-5210-98-01	Office Supplies	2,500.00	515.00	3,015.00	2,216.99	750.28		73.53	798.01
100-5220-98-01	Office Equipment	5,245.00	45,250.00	50,495.00	44,952.76	38,864.44	3,824.96	89.02	1,717.28
100-5230-98-01	Dues,Fees,& Subscriptions	3,449.00		3,449.00	2,117.00	300.00		61.38	1,332.00
100-5240-98-01	Postage and Delivery	280.00		280.00	255.22	28.80		91.15	24.78
100-5250-98-01	Publications	346.00		346.00					346.00
100-5280-98-01	Printing and Reproduction	100.00		100.00	267.57			267.57	- 167.57
100-5290-98-01	Other Charges and Services				220.95	92.31			- 220.95
100-5330-98-01	Copier Expense	840.00		840.00	1,848.34	236.78		220.04	- 1,008.34
100-5350-98-01	Vehicle Expense				283.59	136.83			- 283.59
100-5352-98-01	Fuel				31.17	31.17			- 31.17
100-5400-98-01	Uniform Expense	700.00		700.00	519.46	185.00		74.21	180.54
100-5410-98-01	Professional Services	39,485.00	11,500.00	50,985.00	42,000.00	5,300.00	17,400.00	82.38	- 8,415.00
100-5410-98-01	First/BNSF RR Overpass	40,000.00		40,000.00	4,180.00		34,820.00	10.45	1,000.00
100-5410-98-01	Prosper Trl/BNSF RR Overpass	40,000.00		40,000.00			39,000.00		1,000.00
100-5419-98-01	IT Licenses	1,750.00		1,750.00					1,750.00
100-5430-98-01	Legal Fees	10,000.00		10,000.00	21,157.55	190.00		211.58	- 11,157.55
100-5435-98-01	Legal Notices/Filings	2,400.00		2,400.00	2,130.80	96.00		88.78	269.20
100-5480-98-01	Contracted Services	960.00		960.00					960.00
100-5520-98-01	Telephones	3,395.00		3,395.00	2,107.15	171.17		62.07	1,287.85
100-5526-98-01	Data Network	480.00		480.00	2,362.62	209.94		492.21	- 1,882.62
100-5530-98-01	Travel	1,400.00		1,400.00	1,786.37	329.23		127.60	- 386.37
100-5533-98-01	Mileage Expense	4,025.00	10,000.00	14,025.00	12,934.69	106.26		92.23	1,090.31
100-5536-98-01	Training/Seminars	3,359.00	7,000.00	10,359.00	3,365.43	486.80		32.49	6,993.57
100-5620-98-01	Tools & Equipment	1,000.00		1,000.00	245.19	205.40		24.52	754.81
100-5630-98-01	Safety Equipment				489.88	489.88			- 489.88
100-6160-98-01	Capital Expense - Vehicles		56,000.00	56,000.00	53,389.47			95.34	2,610.53
100-7145-98-01	Transfer to VERF	1,690.00		1,690.00	1,549.13	140.83		91.66	140.87
120-4120-20-01	Sales Taxes	- 1,227,504.00		- 1,227,504.00	- 944,042.98	- 134,976.92		76.91	- 283,461.02
120-4610-20-01	Interest Income	- 5,000.00		- 5,000.00					- 5,000.00
120-5110-20-01	Salaries & Wages	813,449.00		813,449.00	725,065.63	87,312.61		89.14	88,383.37
120-5115-20-01	Salaries - Overtime	3,695.00		3,695.00	55,180.51	7,893.60		1,493.38	- 51,485.51
120-5126-20-01	Salaries-Vacation Buy-Out	1,513.00		1,513.00	1,512.40			99.96	0.60

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
120-5127-20-01	Salaries-Certification Pay	15,900.00		15,900.00	16,932.64	1,986.78		106.50	- 1,032.64
120-5140-20-01	Salaries - Longevity Pay	2,410.00		2,410.00	2,400.00			99.59	10.00
120-5145-20-01	Social Security Expense	51,700.00		51,700.00	48,050.65	5,926.01		92.94	3,649.35
120-5150-20-01	Medicare Expense	12,091.00		12,091.00	11,237.66	1,385.93		92.94	853.34
120-5155-20-01	SUTA Expense	1,953.00		1,953.00	261.00			13.36	1,692.00
120-5160-20-01	Health Insurance	104,981.00		104,981.00	95,822.84	7,789.80		91.28	9,158.16
120-5165-20-01	Dental Insurance	5,146.00		5,146.00	4,529.72	381.96		88.02	616.28
120-5170-20-01	Life Insurance/AD&D	4,637.00		4,637.00	3,938.76	343.86		84.94	698.24
120-5175-20-01	Liability (TML) Workers' Comp	15,094.00		15,094.00	14,447.16	1,747.15		95.72	646.84
120-5180-20-01	TMRS Expense	112,989.00		112,989.00	110,602.75	13,435.94		97.89	2,386.25
120-5185-20-01	Long/Short Term Disability	1,546.00		1,546.00	1,229.08	106.56		79.50	316.92
120-5186-20-01	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	1,530.76	139.16		63.78	869.24
120-5215-20-01	Ammunition	8,881.00		8,881.00	891.00	891.00		10.03	7,990.00
120-5350-20-01	Vehicle Expense	3,137.40		3,137.40					3,137.40
120-5400-20-01	Uniforms	14,234.50		14,234.50					14,234.50
120-5410-20-01	Professional Services				155.38				- 155.38
120-5536-20-01	Training/Seminars	4,697.80		4,697.80	495.00	495.00		10.54	4,202.80
120-5620-20-01	Tools and Equipment	52,049.30		52,049.30	51,194.57	2,684.52		98.36	854.73
130-4120-30-01	Sales Taxes	- 1,227,504.00		- 1,227,504.00	- 943,679.53	- 134,829.71		76.88	- 283,824.47
130-4610-30-01	Interest Income	- 5,000.00		- 5,000.00					- 5,000.00
130-5110-30-01	Salaries & Wages	805,179.00		805,179.00	733,271.41	91,098.40		91.07	71,907.59
130-5115-30-01	Salaries - Overtime	5,681.00		5,681.00	132,160.36	24,390.53		2,326.36	- 126,479.36
130-5116-30-01	Salaries - FLSA Overtime	2,000.00		2,000.00	16,212.74	3,030.29		810.64	- 14,212.74
130-5127-30-01	Salaries-Certification Pay	10,980.00		10,980.00	10,274.40	1,301.61		93.57	705.60
130-5140-30-01	Salaries - Longevity Pay	2,160.00		2,160.00	1,090.00			50.46	1,070.00
130-5145-30-01	Social Security Expense	49,282.00		49,282.00	51,885.81	7,030.91		105.28	- 2,603.81
130-5150-30-01	Medicare Expense	11,526.00		11,526.00	12,134.59	1,644.36		105.28	- 608.59
130-5155-30-01	SUTA Expense	1,944.00		1,944.00	296.31			15.24	1,647.69
130-5160-30-01	Health Insurance	123,024.00		123,024.00	121,641.12	10,828.96		98.88	1,382.88
130-5165-30-01	Dental Insurance	5,706.00		5,706.00	4,506.51	386.38		78.98	1,199.49
130-5170-30-01	Life Insurance/AD&D	4,637.00		4,637.00	4,063.80	375.12		87.64	573.20
130-5175-30-01	Liability (TML) Workers' Comp	12,118.00		12,118.00	12,663.42	1,656.59		104.50	- 545.42
130-5180-30-01	TMRS Expense	110,936.00		110,936.00	121,212.94	16,268.60		109.26	- 10,276.94
130-5185-30-01	Long/Short Term Disability	1,531.00		1,531.00	1,227.63	107.03		80.19	303.37
130-5186-30-01	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	1,882.32	242.48		104.57	- 82.32
130-5191-30-01	Hiring Cost	500.00		500.00					500.00
130-5194-30-01	FD Annual Phy & Screening	11,000.00		11,000.00	11,000.00			100.00	
130-5400-30-01	Uniforms	19,000.00		19,000.00	18,844.62	1,385.43		99.18	155.38
130-5410-30-01	Professional Services				155.38				- 155.38
130-5480-30-01	Contracted Services	5,000.00		5,000.00	5,000.00			100.00	
130-5536-30-01	Training/Seminars	14,500.00		14,500.00	1,448.36			9.99	13,051.64
130-5610-30-01	Fire Fighting Equipment	9,500.00		9,500.00	4,020.25	427.61		42.32	5,479.75
130-5630-30-01	Safety Equipment	24,500.00		24,500.00	20,231.74	345.00		82.58	4,268.26
150-4015-10-00	Water Impact Fees	- 125,000.00		- 125,000.00	- 19,868.00			15.89	- 105,132.00
150-4020-10-00	Wastewater Impact Fees	- 75,000.00		- 75,000.00	- 11,852.00			15.80	- 63,148.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
150-4040-10-00	East Thoroughfare Impact Fees	- 300,000.00		- 300,000.00	- 92,172.67			30.72	- 207,827.33
150-4110-10-00	Property Taxes (Town)	- 290,232.00		- 290,232.00	- 340,626.29			117.36	50,394.29
150-4111-10-00	Property Taxes (County)	- 83,081.00		- 83,081.00	- 73,603.64			88.59	- 9,477.36
150-4120-10-00	Sales Taxes (Town)	- 450,000.00		- 450,000.00	- 422,628.71	- 48,228.13		93.92	- 27,371.29
150-4121-10-00	Sales Taxes (PEDC)	- 390,000.00		- 390,000.00	- 353,951.51	- 40,391.06		90.76	- 36,048.49
150-4610-10-00	Interest Income	- 5,000.00		- 5,000.00	- 9,781.38	- 1,330.74		195.63	4,781.38
150-4995-10-00	Transfer In				- 1,448.91				1,448.91
150-5435-10-00	Legal Notices/Filings				74.00				- 74.00
150-5810-10-00	Thoro Impact Fee Rebate				251,894.58				- 251,894.58
150-5811-10-00	Water Impact Fee Rebate				29,066.53				- 29,066.53
150-5812-10-00	Wastwater Impact Fee Rebate				24,218.42				- 24,218.42
150-5815-10-00	Town Sales Tax Rebate				248,877.08				- 248,877.08
150-5816-10-00	PEDC Sales Tax Rebate				208,434.53				- 208,434.53
150-5820-10-00	Town Ad Valorem Tax Rebate	1,718,313.00		1,718,313.00	342,612.73			19.94	1,375,700.27
150-5821-10-00	County Ad Valorem Tax Rebate				73,749.42				- 73,749.42
160-4041-10-00	W Thoro Impact Fee	- 325,500.00		- 325,500.00					- 325,500.00
160-4110-10-00	Property Taxes (Town)	- 15,053.00		- 15,053.00	- 15,052.54			100.00	- 0.46
160-4111-10-00	Property Taxes (County)	- 4,308.00		- 4,308.00	- 3,738.01			86.77	- 569.99
160-4120-10-00	Sales Taxes (Town)	- 150.00		- 150.00	- 13.55	- 1.88		9.03	- 136.45
160-4121-10-00	Sales Taxes (PEDC)	- 150.00		- 150.00	- 13.55	- 1.88		9.03	- 136.45
160-4610-10-00	Interest Income	- 1,000.00		- 1,000.00	- 579.58	- 92.42		57.96	- 420.42
160-5810-10-00	W Thoro Impact Fee Rebate	346,161.00		346,161.00	637.14			0.18	345,523.86
160-5815-10-00	Town Sales Tax Rebate				26.14				- 26.14
160-5816-10-00	PEDC Sales Tax Rebate				26.14				- 26.14
160-5820-10-00	Town Ad Valorem Tax Rebate				15,436.16				- 15,436.16
160-5821-10-00	County Ad Valorem Tax Rebate				3,833.28				- 3,833.28
200-4000-10-08	W/S Service Initiation	- 80,000.00		- 80,000.00	- 89,765.00	- 11,255.00		112.21	9,765.00
200-4007-10-08	Sanitation	- 1,377,830.00		- 1,377,830.00	- 1,086,475.51	- 105,966.44		78.85	- 291,354.49
200-4009-10-08	Late Fee-W/S	- 99,225.00		- 99,225.00	- 122,941.19	- 10,741.09		123.90	23,716.19
200-4200-10-99	T-Mobile Fees	- 69,210.00		- 69,210.00	- 49,789.53	- 18,758.33		71.94	- 19,420.47
200-4201-10-99	Tierone Converged Network	- 18,000.00		- 18,000.00	- 18,490.00	- 1,898.00		102.72	490.00
200-4205-10-99	Rise Broadband	- 31,482.00		- 31,482.00	- 19,878.90	- 1,239.39		63.14	- 11,603.10
200-4206-10-99	Verizon Antennae Lease	- 32,200.00		- 32,200.00	- 43,735.00	- 2,883.75		135.82	11,535.00
200-4930-10-99	Insurance Proceeds				- 6,325.73				6,325.73
200-4005-50-02	Water Revenue	- 10,980,047.00		- 10,980,047.00	- 8,804,367.33	- 1,843,266.88		80.19	- 2,175,679.67
200-4010-50-02	Connection Tap & Construction	- 800,000.00		- 800,000.00	- 708,755.00	- 66,850.00		88.59	- 91,245.00
200-4012-50-02	Saturday Inspection Fee	- 2,500.00		- 2,500.00	- 14,100.00	- 1,950.00		564.00	11,600.00
200-4018-50-02	Internet Cr. Card Fees				- 72,336.10	- 8,980.21			72,336.10
200-4019-50-02	Cr. Card Pmt Fees				- 19,926.77	- 2,500.98			19,926.77
200-4060-50-02	NSF Fees	- 1,850.00		- 1,850.00	- 1,475.00	- 200.00		79.73	- 375.00
200-4243-50-02	Backflow Prevention Inspection	- 39,552.00		- 39,552.00	- 46,880.00	- 3,225.00		118.53	7,328.00
200-4610-50-02	Interest Income	- 98,752.00		- 98,752.00	- 159,371.68	- 25,857.18		161.39	60,619.68
200-4910-50-02	Other Revenue	- 120,000.00		- 120,000.00	- 200,097.31	- 15,372.99		166.75	80,097.31
200-4006-50-03	Sewer	- 5,921,457.00		- 5,921,457.00	- 5,777,256.42	- 567,165.07		97.57	- 144,200.58
200-4010-50-03	Connection Tap & Construction	- 350,000.00		- 350,000.00	- 302,600.00	- 28,800.00		86.46	- 47,400.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-4910-50-03	Other Revenue				- 23.82				23.82
200-5110-10-08	Salaries & Wages	199,482.00		199,482.00	186,442.57	14,806.52		93.46	13,039.43
200-5115-10-08	Salaries - Overtime	3,500.00		3,500.00	541.23			15.46	2,958.77
200-5126-10-08	Salaries-Vacation Buy-Out	1,375.00		1,375.00	1,334.84			97.08	40.16
200-5140-10-08	Salaries - Longevity Pay	1,295.00		1,295.00	2,055.00			158.69	- 760.00
200-5145-10-08	Social Security Expense	12,760.00		12,760.00	11,385.43	887.71		89.23	1,374.57
200-5150-10-08	Medicare Expense	2,985.00		2,985.00	2,662.73	207.61		89.20	322.27
200-5155-10-08	SUTA Expense	648.00		648.00	71.79			11.08	576.21
200-5160-10-08	Health Insurance	28,078.00		28,078.00	25,377.84	1,729.84		90.38	2,700.16
200-5165-10-08	Dental Insurance	1,800.00		1,800.00	1,537.45	101.52		85.41	262.55
200-5170-10-08	Life Insurance/AD&D	465.00		465.00	403.34	28.14		86.74	61.66
200-5175-10-08	Liability (TML)/Workers' Comp	391.00		391.00	363.55	28.24		92.98	27.45
200-5180-10-08	TMRS Expense	27,886.00		27,886.00	25,928.67	2,013.06		92.98	1,957.33
200-5185-10-08	Long/Short Term Disability	379.00		379.00	331.47	19.31		87.46	47.53
200-5186-10-08	WELLE-Wellness Prog Reimb-Empl	1,800.00		1,800.00	1,050.00	50.00		58.33	750.00
200-5210-10-08	Office Supplies	2,440.00		2,440.00	2,421.03			99.22	18.97
200-5220-10-08	Office Equipment	1,400.00		1,400.00	607.97			43.43	792.03
200-5230-10-08	Dues,Fees,& Subscriptions	100.00		100.00	246.90			246.90	- 146.90
200-5240-10-08	Postage and Delivery	47,811.00		47,811.00	38,308.58	3,556.77		80.13	9,502.42
200-5270-10-08	Bank Charges	50,000.00	- 50,000.00						
200-5280-10-08	Printing and Reproduction	4,330.00		4,330.00	3,813.46			88.07	516.54
200-5290-10-08	Other Charges and Services	600.00		600.00	95.53	95.53		15.92	504.47
200-5330-10-08	Copier Expense	1,386.00	675.00	2,061.00	1,021.87	222.51		49.58	1,039.13
200-5400-10-08	Uniform Expense	226.00		226.00	215.38			95.30	10.62
200-5418-10-08	IT Fees	6,725.00		6,725.00	4,965.50			73.84	1,759.50
200-5430-10-08	Legal Fees	3,150.00		3,150.00	152.00			4.83	2,998.00
200-5470-10-08	Trash Collection	1,287,692.00		1,287,692.00	1,012,262.47	97,733.15		78.61	275,429.53
200-5475-10-08	CREDIT CARD FEES		50,000.00	50,000.00	104,708.37	12,431.29		209.42	- 54,708.37
200-5479-10-08	Household Haz. Waste Disposal	7,800.00		7,800.00	4,870.00	735.00		62.44	2,930.00
200-5480-10-08	Contracted Services	10,800.00	- 25.00	10,775.00	8,097.99	847.25		75.16	2,677.01
200-5481-10-08	Cash Short/Over				60.00				- 60.00
200-5520-10-08	Telephones	720.00		720.00	317.88			44.15	402.12
200-5530-10-08	Travel	1,400.00		1,400.00	1,117.61			79.83	282.39
200-5533-10-08	Mileage Expense	600.00		600.00					600.00
200-5536-10-08	Training/Seminars	1,050.00		1,050.00	803.49			76.52	246.51
200-5600-10-08	Special Events	900.00	- 650.00	250.00	249.79			99.92	0.21
200-7145-10-08	Transfer to VERF	887.00		887.00	813.12	73.92		91.67	73.88
200-7147-10-08	Transfer to GF	45,594.00		45,594.00	41,794.50	3,799.50		91.67	3,799.50
200-5110-10-99	Salaries & Wages	- 49,272.00		- 49,272.00					- 49,272.00
200-5176-10-99	TML-Prop & Liab Insurance	55,000.00		55,000.00	66,100.51			120.18	- 11,100.51
200-5295-10-99	General Fund Franchise Fee	295,298.00		295,298.00	270,689.87	24,608.17		91.67	24,608.13
200-5410-10-99	Professional Services				5,929.00				- 5,929.00
200-5415-10-99	Tuition Reimbursement	12,040.00		12,040.00	2,984.86			24.79	9,055.14
200-5480-10-99	Contracted Services				24,880.00				- 24,880.00
200-6186-10-99	2013 Bond Payment	220,000.00		220,000.00	220,000.00	220,000.00		100.00	

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-6193-10-99	2012 CO Bond Payment	286,350.00		286,350.00	286,350.00			100.00	
200-6200-10-99	Bond Issuance Costs	600.00		600.00	54,570.62			9,095.10	- 53,970.62
200-6201-10-99	2014 GO Bond Payment	375,000.00		375,000.00	375,000.00	375,000.00		100.00	
200-6202-10-99	2014 CO Bond Payment	485,000.00		485,000.00	485,000.00	485,000.00		100.00	
200-6205-10-99	2016 GO Bond Payment	413,200.00		413,200.00	413,200.00			100.00	
200-6210-10-99	2018 CO Bond Payment	300,000.00		300,000.00	300,000.00			100.00	
200-6299-10-99	Bond Interest Expense	1,413,576.00		1,413,576.00	1,413,576.00	644,740.55		100.00	
200-6610-10-99	Old Town Streets - W/S Portion		143,273.93	143,273.93	147,263.23			102.78	- 3,989.30
200-7000-10-99	Contingency	50,000.00		50,000.00	17,450.00			34.90	32,550.00
200-5110-50-02	Salaries & Wages	1,184,475.00		1,184,475.00	1,080,716.41	144,532.19		91.24	103,758.59
200-5115-50-02	Salaries - Overtime	38,400.00		38,400.00	64,561.79	9,155.61		168.13	- 26,161.79
200-5126-50-02	Salaries-Vacation Buy-Out	4,272.00		4,272.00	3,767.60			88.19	504.40
200-5140-50-02	Salaries - Longevity Pay	5,055.00		5,055.00	4,200.00			83.09	855.00
200-5145-50-02	Social Security Expense	76,616.00		76,616.00	68,073.78	9,228.76		88.85	8,542.22
200-5150-50-02	Medicare Expense	17,918.00		17,918.00	15,981.60	2,158.35		89.19	1,936.40
200-5155-50-02	SUTA Expense	3,888.00		3,888.00	445.70	5.72		11.46	3,442.30
200-5160-50-02	Health Insurance	187,489.00		187,489.00	161,985.07	13,955.38		86.40	25,503.93
200-5165-50-02	Dental Insurance	8,970.00		8,970.00	6,973.32	615.28		77.74	1,996.68
200-5170-50-02	Life Insurance/AD&D	2,543.00		2,543.00	2,325.24	226.04		91.44	217.76
200-5175-50-02	Liability (TML)/Workers' Comp	25,040.00		25,040.00	22,010.27	2,894.31		87.90	3,029.73
200-5180-50-02	TMRS Expense	167,424.00		167,424.00	156,940.97	20,889.55		93.74	10,483.03
200-5185-50-02	Long/Short Term Disability	2,255.00		2,255.00	1,830.49	179.62		81.18	424.51
200-5186-50-02	WELLE-Wellness Prog Reimb-Empl	9,150.00		9,150.00	5,394.04	478.32		58.95	3,755.96
200-5210-50-02	Office Supplies	3,500.00		3,500.00	1,852.25			52.92	1,647.75
200-5212-50-02	Building Supplies	3,800.00		3,800.00	2,629.54			69.20	1,170.46
200-5220-50-02	Office Equipment	5,742.00		5,742.00	4,336.63			75.53	1,405.37
200-5230-50-02	Dues,Fees,& Subscriptions	13,144.00	11,129.00	24,273.00	26,821.98	111.00		110.50	- 2,548.98
200-5240-50-02	Postage and Delivery	2,900.00		2,900.00	1,152.04	18.15		39.73	1,747.96
200-5280-50-02	Printing and Reproduction	3,000.00		3,000.00	1,101.28			36.71	1,898.72
200-5310-50-02	Rental Expense	9,420.00		9,420.00	16,108.61	7,492.77		171.00	- 6,688.61
200-5320-50-02	Repairs & Maintenance	3,600.00		3,600.00					3,600.00
200-5330-50-02	Copier Expense	1,600.00		1,600.00	2,402.59	229.51		150.16	- 802.59
200-5340-50-02	Building Repairs	5,000.00		5,000.00	5,673.26			113.47	- 673.26
200-5350-50-02	Vehicle Expense	37,700.00	- 3,000.00	34,700.00	41,971.15	6,078.01		120.95	- 7,271.15
200-5351-50-02	Equipment Expense/Repair		3,000.00	3,000.00	15,695.32	2,211.47		523.18	- 12,695.32
200-5352-50-02	Fuel	31,500.00		31,500.00	29,917.34	4,641.96		94.98	1,582.66
200-5353-50-02	Oil/Grease/Inspections	2,600.00		2,600.00	1,013.51			38.98	1,586.49
200-5400-50-02	Uniform Expense	19,700.00		19,700.00	14,988.74	4,170.00		76.09	4,711.26
200-5410-50-02	Professional Services		18,400.00	18,400.00	5,875.91		12,524.09	31.93	
200-5415-50-02	Tuition Reimbursement				256.77	256.77			- 256.77
200-5418-50-02	IT Fees				116.00				- 116.00
200-5419-50-02	IT Licenses	30,080.00		30,080.00					30,080.00
200-5430-50-02	Legal Fees	1,000.00		1,000.00	466.27	76.00		46.63	533.73
200-5480-50-02	Contracted Services	63,118.00	8,900.00	72,018.00	69,166.01	2,389.65	12,625.00	96.04	- 9,773.01
200-5520-50-02	Telephones	10,726.00		10,726.00	9,154.99	1,098.71		85.35	1,571.01

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5523-50-02	Water/Sewer Charges	11,000.00		11,000.00	5,925.67	719.90		53.87	5,074.33
200-5524-50-02	Gas	2,000.00		2,000.00	2,037.70			101.89	- 37.70
200-5525-50-02	Electricity	268,100.00	- 7,000.00	261,100.00	263,415.50	39,729.98		100.89	- 2,315.50
200-5526-50-02	Data Network	4,320.00		4,320.00	4,576.06	555.90		105.93	- 256.06
200-5530-50-02	Travel	2,300.00		2,300.00	1,204.05	50.00		52.35	1,095.95
200-5533-50-02	Mileage Expense	500.00		500.00					500.00
200-5536-50-02	Training/Seminars	15,000.00		15,000.00	16,969.63	1,542.03		113.13	- 1,969.63
200-5540-50-02	Water Testing	7,960.00		7,960.00	3,869.31	900.02		48.61	4,090.69
200-5545-50-02	Meter Purchases	409,900.00		409,900.00	391,178.74	41,598.05		95.43	18,721.26
200-5550-50-02	Water Purchases	5,349,510.00	- 25,000.00	5,324,510.00	4,662,501.57	423,864.00		87.57	662,008.43
200-5600-50-02	Special Events	10,000.00	- 3,000.00	7,000.00	5,257.32			75.11	1,742.68
200-5620-50-02	Tools & Equipment	20,000.00		20,000.00	18,807.39	3,103.53		94.04	1,192.61
200-5630-50-02	Safety Equipment	12,700.00		12,700.00	11,954.07	5,417.25		94.13	745.93
200-5640-50-02	Signs & Hardware	600.00		600.00	530.00			88.33	70.00
200-5650-50-02	Maintenance Materials	3,500.00	3,000.00	6,500.00	8,513.85	1,807.48		130.98	- 2,013.85
200-5660-50-02	Chemical Supplies	15,000.00		15,000.00	16,738.78	10.68		111.59	- 1,738.78
200-5670-50-02	System Improvements	137,300.00	- 4,551.11	132,748.89	146,318.61	27,877.31		110.22	- 13,569.72
200-6110-50-02	EW Collector (Cook-DNT)	250,000.00	- 250,000.00						
200-6110-50-02	Custer Rd Meter Stat/WL Reloc	290,325.00	- 290,325.00						
200-6125-50-02	CAPITAL EXPENSE-TECHNOLOGY		56,686.00	56,686.00	52,030.00		4,656.00	91.79	
200-6140-50-02	Capital Expense-Equipment	9,742.00	18,586.81	28,328.81	22,628.81		5,700.00	79.88	
200-6160-50-02	Capital Expense-Vehicles	46,385.00	- 2,714.70	43,670.30	43,670.30			100.00	
200-7144-50-02	Transfer to Capital Projects		580,075.00	580,075.00	580,075.00			100.00	
200-7145-50-02	Transfer to VERF	248,208.00		248,208.00	227,524.00	20,684.00		91.67	20,684.00
200-7147-50-02	Transfer to GF	601,725.00		601,725.00	551,580.45	50,143.67		91.67	50,144.55
200-5110-50-03	Salaries & Wages	465,161.00		465,161.00	359,003.29	49,511.86		77.18	106,157.71
200-5115-50-03	Salaries - Overtime	25,700.00		25,700.00	33,672.33	5,222.26		131.02	- 7,972.33
200-5126-50-03	Salaries-Vacation Buy-Out	2,189.00		2,189.00	2,167.20			99.00	21.80
200-5140-50-03	Salaries - Longevity Pay	1,990.00		1,990.00	1,370.00			68.84	620.00
200-5145-50-03	Social Security Expense	29,664.00		29,664.00	23,051.85	3,227.06		77.71	6,612.15
200-5150-50-03	Medicare Expense	8,398.00		8,398.00	5,391.15	754.71		64.20	3,006.85
200-5155-50-03	SUTA Expense	1,944.00		1,944.00	413.00			21.25	1,531.00
200-5160-50-03	Health Insurance	75,645.00		75,645.00	86,567.02	7,897.62		114.44	- 10,922.02
200-5165-50-03	Dental Insurance	4,432.00		4,432.00	3,088.20	315.16		69.68	1,343.80
200-5170-50-03	Life Insurance/AD&D	1,152.00		1,152.00	963.57	94.38		83.64	188.43
200-5175-50-03	Liability (TML)/Workers' Comp	11,033.00		11,033.00	9,261.15	1,297.60		83.94	1,771.85
200-5180-50-03	TMRS Expense	67,400.00		67,400.00	53,874.45	7,435.33		79.93	13,525.55
200-5185-50-03	Long/Short Term Disability	887.00		887.00	596.79	57.63		67.28	290.21
200-5186-50-03	WELLE-Wellness Prog Reimb-Empl	3,750.00		3,750.00	1,530.76	139.16		40.82	2,219.24
200-5210-50-03	Office Supplies	2,725.00		2,725.00	1,575.71	75.76		57.82	1,149.29
200-5212-50-03	Building Supplies	600.00		600.00	256.00			42.67	344.00
200-5220-50-03	Office Equipment	4,700.00		4,700.00	1,966.62			41.84	2,733.38
200-5230-50-03	Dues,Fees,& Subscriptions	19,755.00	- 1,000.00	18,755.00	15,378.97	742.00		82.00	3,376.03
200-5240-50-03	Postage and Delivery		1,000.00	1,000.00	2.88			0.29	997.12
200-5280-50-03	Printing and Reproduction	400.00		400.00	850.00			212.50	450.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5310-50-03	Rental Expense	7,000.00	10,000.00	17,000.00	19,478.69	2,295.06		114.58	- 2,478.69
200-5320-50-03	Repairs & Maintenance	20,000.00		20,000.00	668.92	668.92		3.35	19,331.08
200-5335-50-03	Radio/Video Repairs	500.00		500.00					500.00
200-5340-50-03	Building Repairs	1,000.00		1,000.00	687.83	234.00		68.78	312.17
200-5350-50-03	Vehicle Expense	16,000.00	- 2,000.00	14,000.00	14,737.40	677.71		105.27	- 737.40
200-5351-50-03	Equipment Expense/Repair		2,000.00	2,000.00	10,783.69	7,255.56		539.19	- 8,783.69
200-5352-50-03	Fuel	10,700.00		10,700.00	16,933.97	1,661.08		158.26	- 6,233.97
200-5353-50-03	Oil/Grease/Inspections	1,200.00		1,200.00	783.41	144.00		65.28	416.59
200-5400-50-03	Uniform Expense	11,600.00		11,600.00	7,673.98	2,045.87		66.16	3,926.02
200-5410-50-03	Professional Services				1,500.00				- 1,500.00
200-5419-50-03	IT Licenses	13,100.00		13,100.00	11,000.00	11,000.00		83.97	2,100.00
200-5430-50-03	Legal Fees	448.00		448.00	1,716.25			383.09	- 1,268.25
200-5480-50-03	Contracted Services	950,867.00	- 167,603.83	783,263.17	26,614.81	5,112.75	2,405.34	3.40	754,243.02
200-5520-50-03	Telephones	4,576.00		4,576.00	3,465.83	333.53		75.74	1,110.17
200-5523-50-03	Water/Sewer Charges	500.00		500.00	420.41	50.42		84.08	79.59
200-5524-50-03	Gas	500.00		500.00					500.00
200-5525-50-03	Electricity	48,400.00		48,400.00	39,178.26	3,057.30		80.95	9,221.74
200-5526-50-03	Data Network	800.00		800.00	800.32	37.99		100.04	- 0.32
200-5530-50-03	Travel	1,000.00		1,000.00					1,000.00
200-5533-50-03	Mileage Expense	200.00		200.00					200.00
200-5536-50-03	Training/Seminars	10,400.00		10,400.00	8,757.17	1,731.46		84.20	1,642.83
200-5560-50-03	Sewer Management Fees	2,921,983.00		2,921,983.00	2,533,176.54	217,091.55		86.69	388,806.46
200-5620-50-03	Tools & Equipment	9,000.00		9,000.00	7,174.86	61.41		79.72	1,825.14
200-5630-50-03	Safety Equipment	11,400.00		11,400.00	7,607.53	2,975.47		66.73	3,792.47
200-5640-50-03	Signs & Hardware	300.00		300.00					300.00
200-5650-50-03	Maintenance Materials	2,000.00		2,000.00	3,514.23	436.26		175.71	- 1,514.23
200-5660-50-03	Chemical Supplies	3,000.00		3,000.00	271.98			9.07	2,728.02
200-5670-50-03	System Improvements	32,000.00		32,000.00	31,656.67	2,882.09		98.93	343.33
200-5680-50-03	Lift Station Expense	20,000.00		20,000.00	29,032.95	4,168.50		145.17	- 9,032.95
200-6140-50-03	Capital Expense-Equipment	71,100.00	102,667.83	173,767.83	168,957.17		4,810.66	97.23	
200-6610-50-03	Church/Parvin WW Reconstruct	100,000.00		100,000.00					100,000.00
200-7145-50-03	Transfer to VERF	74,905.00		74,905.00	68,662.88	6,242.08		91.67	6,242.12
200-7147-50-03	Transfer to GF	166,411.00		166,411.00	152,543.38	13,867.58		91.67	13,867.62
300-4105-10-00	Property Taxes -Delinquent	- 168,392.00		- 168,392.00	- 78,174.20	- 113.40		46.42	- 90,217.80
300-4110-10-00	Property Taxes -Current	- 5,725,328.00		- 5,725,328.00	- 5,932,435.61	- 7,972.49		103.62	207,107.61
300-4111-10-00	VIT Motor Vehicle Tax				- 4,133.81				4,133.81
300-4115-10-00	Taxes -Penalties	- 65,000.00		- 65,000.00	- 33,375.81	- 1,298.88		51.35	- 31,624.19
300-4610-10-00	Interest Income	- 40,000.00		- 40,000.00	- 87,661.25	- 9,130.41		219.15	47,661.25
300-5410-10-00	Professional Services	8,400.00		8,400.00	3,571.00			42.51	4,829.00
300-6186-10-00	2013 GO Ref Bond	160,000.00		160,000.00	160,000.00	160,000.00		100.00	
300-6189-10-00	2012 GO TX Bond Payment	185,000.00		185,000.00	185,000.00			100.00	
300-6194-10-00	2012 CO Bond Payment	58,650.00		58,650.00	58,650.00			100.00	
300-6200-10-00	Bond Administrative Fees	9,600.00		9,600.00	13,752.00	3,110.00		143.25	- 4,152.00
300-6201-10-00	2014 GO Debt payment	265,000.00		265,000.00	265,000.00	265,000.00		100.00	
300-6203-10-00	2015 GO Debt Payment	175,000.00		175,000.00	175,000.00			100.00	

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
300-6204-10-00	2015 CO Debt Payment	60,000.00		60,000.00	60,000.00			100.00	
300-6205-10-00	2016 GO Debt Payment	946,800.00		946,800.00	946,800.00			100.00	
300-6206-10-00	2016 CO Debt Payment	90,000.00		90,000.00	90,000.00			100.00	
300-6207-10-00	2017 CO Bond Payment	355,000.00		355,000.00	355,000.00			100.00	
300-6208-10-00	2017 GO Bond Payment	35,000.00		35,000.00	35,000.00			100.00	
300-6209-10-00	2018 GO Bond Payment	115,000.00		115,000.00	115,000.00			100.00	
300-6210-10-00	2018 CO Bond Payment	895,000.00		895,000.00	895,000.00			100.00	
300-6299-10-00	Bond Interest Expense	2,839,989.00		2,839,989.00	2,839,988.50	1,426,284.46		100.00	0.50
410-4610-10-99	Interest	- 25,000.00		- 25,000.00	- 57,069.11	- 9,721.87		228.28	32,069.11
410-4910-10-99	Other Reimbursements	- 20,000.00		- 20,000.00	- 121,920.47	- 440.00		609.60	101,920.47
410-4995-10-99	Transfer In	- 1,597,961.00		- 1,597,961.00	- 1,492,873.50	- 133,163.50		93.42	- 105,087.50
410-5220-10-01	Office Equipment	630.00		630.00	380.13			60.34	249.87
410-5220-10-02	Office Equipment	4,410.00		4,410.00					4,410.00
410-5220-10-03	Office Equipment	630.00		630.00	1,264.62			200.73	- 634.62
410-5220-10-04	Office Equipment				421.54				- 421.54
410-5220-10-05	Office Equipment	30,000.00	- 30,000.00						
410-6125-10-05	Capital-Equipment (Technology)		30,000.00	30,000.00	12,994.23			43.31	17,005.77
410-5220-10-08	Office Equipment				1,264.62				- 1,264.62
410-5220-20-01	Office Equipment	17,400.00		17,400.00	16,667.60			95.79	732.40
410-6125-20-01	Capital-Equipment (Technology)				131.26				- 131.26
410-6160-20-01	Capital-Vehicles	157,839.00	2,775.00	160,614.00	221,361.58	52,360.19		137.82	- 60,747.58
410-5220-20-05	Office Equipment	5,000.00		5,000.00	1,264.62			25.29	3,735.38
410-5220-30-01	Office Equipment	4,420.00		4,420.00	3,389.26			76.68	1,030.74
410-6160-30-01	Capital-Vehicles	291,000.00		291,000.00	292,096.99			100.38	- 1,096.99
410-6160-30-01	Replacement Fire Engine		737,550.00	737,550.00	322,243.67		415,305.57	43.69	0.76
410-5220-30-05	Office Equipment	630.00		630.00					630.00
410-5220-40-01	Office Equipment	4,430.00		4,430.00	6,046.54			136.49	- 1,616.54
410-6125-40-01	Capital-Equipment (Technology)				995.94				- 995.94
410-5220-40-02	Office Equipment	630.00		630.00	421.54			66.91	208.46
410-6160-40-02	Capital-vehicles	21,500.00		21,500.00	21,250.00			98.84	250.00
410-5220-40-03	Office Equipment	1,900.00		1,900.00	3,876.64			204.03	- 1,976.64
410-6160-50-01	Capital-Vehicles	35,000.00		35,000.00	49,444.60			141.27	- 14,444.60
410-5220-50-02	Office Equipment	5,300.00		5,300.00	7,570.59			142.84	- 2,270.59
410-6140-50-02	Capital-Equipment	120,000.00		120,000.00	116,020.82			96.68	3,979.18
410-6160-50-03	Capital-Vehicles	27,000.00		27,000.00	23,455.00			86.87	3,545.00
410-5220-60-01	Office Equipment	1,900.00		1,900.00	3,223.26			169.65	- 1,323.26
410-5220-60-02	OFFICE EQUIPMENT	2,800.00		2,800.00	3,678.69			131.38	- 878.69
410-6140-60-02	CAPITAL EXPENSE-EQUIPMENT	157,336.00		157,336.00	176,888.73			112.43	- 19,552.73
410-5220-98-01	Office Equipment	5,790.00		5,790.00	1,103.23			19.05	4,686.77
410-5220-98-02	Office Equipment				31.99				- 31.99
450-4001-98-02	Storm Drainage Utility Fee	- 577,248.00		- 577,248.00	- 557,867.48	- 52,978.39		96.64	- 19,380.52
450-4610-98-02	Interest Storm Utility	- 7,500.00		- 7,500.00	- 4,412.65	- 1,293.79		58.84	- 3,087.35
450-5110-98-02	Salaries	112,241.00		112,241.00	103,364.97	13,011.78		92.09	8,876.03
450-5115-98-02	Salaries-Overtime	1,390.00		1,390.00	2,206.84	12.51		158.77	- 816.84
450-5140-98-02	Salaries-Longevity Pay	125.00		125.00	95.00			76.00	30.00



Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
450-5145-98-02	Social Security Expense	6,967.00		6,967.00	6,300.60	784.39		90.44	666.40
450-5150-98-02	Medicare Expense	1,629.00		1,629.00	1,473.51	183.44		90.46	155.49
450-5155-98-02	SUTA Expense	324.00		324.00	18.00			5.56	306.00
450-5160-98-02	Health Insurance	20,099.00		20,099.00	18,643.26	1,487.34		92.76	1,455.74
450-5165-98-02	Dental Expense	884.00		884.00	771.98	66.74		87.33	112.02
450-5170-98-02	Life Insurance/AD&D	233.00		233.00	206.36	18.76		88.57	26.64
450-5175-98-02	Liability (TML) Workers Comp	2,428.00		2,428.00	2,282.80	282.32		94.02	145.20
450-5180-98-02	TMRS Expense	15,226.00		15,226.00	14,402.91	1,771.58		94.59	823.09
450-5185-98-02	Long/Short Term Disability	214.00		214.00	176.62	16.33		82.53	37.38
450-5186-98-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	667.48	50.00		111.25	- 67.48
450-5210-98-02	Office Supplies	150.00		150.00	22.30			14.87	127.70
450-5220-98-02	Office Equipment	100.00		100.00					100.00
450-5230-98-02	Dues, Fees, & Subscriptions	2,095.00		2,095.00	125.00			5.97	1,970.00
450-5240-98-02	Postage and Delivery	50.00		50.00	49.38	35.38		98.76	0.62
450-5310-98-02	Rental Expense	2,000.00		2,000.00					2,000.00
450-5340-98-02	Building Repairs	500.00		500.00					500.00
450-5350-98-02	Vehicle Expense	500.00		500.00	166.71	6.00		33.34	333.29
450-5352-98-02	Fuel	1,000.00		1,000.00	1,120.96	130.75		112.10	- 120.96
450-5353-98-02	Oil/Grease/Inspections	100.00		100.00	10.25			10.25	89.75
450-5400-98-02	Uniforms	2,200.00		2,200.00	1,310.90	185.00		59.59	889.10
450-5410-98-02	Professional Services-Storm Dr	500.00		500.00					500.00
450-5480-98-02	Contract Services	2,000.00		2,000.00					2,000.00
450-5520-98-02	Telephones	2,150.00		2,150.00	819.60	74.93		38.12	1,330.40
450-5526-98-02	Data Network	460.00		460.00	417.89	37.99		90.85	42.11
450-5530-98-02	Travel/Lodging/Meals Expense	500.00		500.00	400.00	400.00		80.00	100.00
450-5533-98-02	Mileage Expense	200.00		200.00					200.00
450-5536-98-02	Training/Seminars	2,095.00		2,095.00	2,317.81	395.00		110.64	- 222.81
450-5620-98-02	Tools & Equipment	650.00		650.00	71.93			11.07	578.07
450-5630-98-02	Safety Equipment	1,500.00		1,500.00	351.55			23.44	1,148.45
450-5640-98-02	Signs & Hardware	450.00		450.00	672.39	672.39		149.42	- 222.39
450-5650-98-02	Maintenance Materials	1,500.00		1,500.00					1,500.00
450-7144-98-02	Transfer to Capital Proj Fund				547,349.23				- 547,349.23
450-7145-98-02	Transfer to VERF	5,928.00		5,928.00	5,434.00	494.00		91.67	494.00
450-7147-98-02	Transfer to GF	67,812.00		67,812.00	62,161.00	5,651.00		91.67	5,651.00
570-4537-10-00	Court Technology Revenue	- 10,395.00		- 10,395.00	- 11,148.45	- 1,024.00		107.25	753.45
570-4610-10-00	Interest	- 120.00		- 120.00	- 443.59	- 73.94		369.66	323.59
570-5203-10-00	Court Technology Expense	5,665.00		5,665.00	12,447.47			219.73	- 6,782.47
580-4536-10-00	Court Security Revenue	- 7,700.00		- 7,700.00	- 8,361.34	- 768.00		108.59	661.34
580-4610-10-00	Interest	- 120.00		- 120.00	- 520.42	- 92.42		433.68	400.42
580-5110-10-00	Salaries & Wages Payable	11,642.00		11,642.00	6,401.21			54.98	5,240.79
580-5145-10-00	Social Security Expense	722.00		722.00	396.87			54.97	325.13
580-5150-10-00	Medicare Expense	169.00		169.00	92.82			54.92	76.18
580-5155-10-00	SUTA expense	162.00		162.00	49.27			30.41	112.73
580-5175-10-00	Workers Comp	211.00		211.00	115.87			54.92	95.13
580-5204-10-00	Court Security Expense	90.00		90.00					90.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
590-4915-10-00	Escrow Income				- 405,870.30				405,870.30
590-7144-10-00	Transfer Out				405,870.30				- 405,870.30
610-4045-60-00	Park Dedication-Fees	- 600,000.00		- 600,000.00	- 375,145.94			62.52	- 224,854.06
610-4610-60-00	Interest Income	- 10,000.00		- 10,000.00	- 21,100.33	- 4,324.93		211.00	11,100.33
620-4055-60-00	Park Improvement	- 250,000.00		- 250,000.00	- 113,784.20			45.51	- 136,215.80
620-4610-60-00	Interest Income	- 8,000.00		- 8,000.00	- 24,058.81	- 4,306.45		300.74	16,058.81
620-5410-60-00	Hike & Bike Master Plan		68,000.00	68,000.00			64,000.00		4,000.00
620-5410-60-00	Pecan Grove H&B Trail	30,000.00		30,000.00					30,000.00
620-5489-60-00	Legacy School ILA		35,000.00	35,000.00	35,000.00	35,000.00		100.00	
620-6610-60-00	Cockrell Park Trail Connection		57,990.00	57,990.00	15,337.50	2,022.50	42,652.50	26.45	
620-6610-60-00	Hays Park	24,500.00		24,500.00	6,000.00		18,500.00	24.49	
620-6610-60-00	Stars Trail Park #1	450,000.00		450,000.00					450,000.00
630-4015-50-00	Impact Fees	- 3,584,000.00		- 3,584,000.00	- 2,967,659.25	- 239,788.25		82.80	- 616,340.75
630-4615-50-00	Interest	- 40,000.00		- 40,000.00	- 50,245.25	- 6,450.45		125.61	10,245.25
630-5405-50-00	24 WL Conn. Cnty Line EST/DNT		660,000.00	660,000.00					660,000.00
630-5430-50-00	Legal Fees - County Line EST				3,132.83				- 3,132.83
630-5430-50-00	Legal - 24" WL Cnty Line EST				19,210.00				- 19,210.00
630-5489-50-00	Dev Agrmnt-TVG Westside	975,000.00		975,000.00	691,015.77			70.87	283,984.23
630-5489-50-00	Dev Agrmt-Prsp Prtnrs West	129,750.00		129,750.00	303,154.86			233.65	- 173,404.86
630-5489-50-00	Dev Agrmnt-Parks @ Legacy	25,000.00		25,000.00					25,000.00
630-5489-50-00	Dev Agrmnt-Prosper Lakes	97,500.00		97,500.00	7,800.00			8.00	89,700.00
630-5489-50-00	Dev Agrmt-Star Trail	292,500.00		292,500.00	413,400.00			141.33	- 120,900.00
630-5489-50-00	Dev Agrmnt-TVG Windsong	100,000.00		100,000.00	163,800.00			163.80	- 63,800.00
630-6610-50-00	County Line Elevated Storage	2,525,348.00	- 2,395,747.79	129,600.21	39,745.54	12,979.54	64,059.67	30.67	25,795.00
630-6610-50-00	24 WL Conn. Cnty Line EST/DNT	2,116,540.00	- 551,304.31	1,565,235.69	122,122.40		154,573.29	7.80	1,288,540.00
630-6610-50-00	Custer Road Pump Station Expan	272,950.00	412,333.47	685,283.47	597,593.48	2,315.00	1,469.99	87.20	86,220.00
630-6610-50-00	Lower Pressure Plane Easements	1,487,150.00	- 1,487,150.00						
630-7144-50-00	Transfer to Capital Proj Fund	25,000.00	150,000.00	175,000.00	175,000.00			100.00	
630-7144-50-00	Transfer Out - Fishtrap EST		2,842,553.00	2,842,553.00	2,842,553.00			100.00	
640-4020-50-00	Impact Fees	- 600,000.00		- 600,000.00	- 901,096.50	- 102,231.50		150.18	301,096.50
640-4620-50-00	Interest	- 12,000.00		- 12,000.00	- 36,522.28	- 6,875.54		304.35	24,522.28
640-4905-50-00	Equity Fee	- 200,000.00		- 200,000.00	- 225,000.00	- 20,000.00		112.50	25,000.00
640-5489-50-00	Dev Reib LaCima #2 Interceptor				12,977.00				- 12,977.00
640-5489-50-00	Dev Agrmt TVG Westside Util	170,750.00		170,750.00	166,695.28			97.63	4,054.72
640-5489-50-00	Dev Agrmt Propser Partners	40,000.00		40,000.00	80,868.72			202.17	- 40,868.72
640-5489-50-00	Dev Agrmt Frontier Estates	51,225.00		51,225.00	8,537.50			16.67	42,687.50
640-5489-50-00	Dev Agrmnt LaCima	10,000.00		10,000.00	58,480.00			584.80	- 48,480.00
640-5489-50-00	Dev Agrmnt Brookhollow	5,000.00		5,000.00					5,000.00
640-5489-50-00	Dev Agrment Star Trail				72,398.00				- 72,398.00
640-5489-50-00	Dev Agrmnt TVG Windsong	68,300.00		68,300.00	153,034.00			224.06	- 84,734.00
640-5489-50-00	Dev Agrmnt All Storage	15,000.00		15,000.00					15,000.00
640-5489-50-00	Dev Agrmnt Legacy Garden	100,000.00		100,000.00					100,000.00
660-4040-50-00	East Thoroughfare Impact Fees	- 2,825,000.00		- 2,825,000.00	- 1,230,355.56	- 131,320.77		43.55	- 1,594,644.44
660-4610-50-00	Interest	- 50,000.00		- 50,000.00	- 29,208.77	- 4,491.28		58.42	- 20,791.23
660-4995-50-00	Transfer In				- 1,963,832.00				1,963,832.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
660-5489-50-00	Dev Agrmnt PISD	350,000.00		350,000.00	462,510.00			132.15	- 112,510.00
660-6410-50-00	Land Acq. First (DNT-Clmn)				- 536.07				536.07
660-6610-50-00	Prosper Trail (Kroger to Coit)	2,982,000.00		2,982,000.00					2,982,000.00
660-6610-50-00	Prosper Trail (Coit - Custer)	200,000.00	207,208.97	407,208.97	167,211.80		39,997.17	41.06	200,000.00
660-6610-50-00	Coit Road (First - Frontier)	600,000.00	689,900.00	1,289,900.00	250,545.00		506,027.40	19.42	533,327.60
660-6610-50-00	FM2478 ROW (US380-FM1461)	69,000.00		69,000.00	68,832.15			99.76	167.85
660-6610-50-00	First (DNT Intersection Imp)	1,250,000.00	- 1,250,000.00						
660-6610-50-00	Traffic Signal (Coit & First)	250,000.00	- 250,000.00						
660-7144-50-00	Transfer to Capital Proj Fund	96,000.00	250,000.00	346,000.00	250,000.00			72.25	96,000.00
670-4530-10-00	Police Donation Inc	- 15,000.00		- 15,000.00	- 15,676.00	- 1,788.00		104.51	676.00
670-4531-10-00	Fire Donations	- 14,000.00	- 25,310.25	- 39,310.25	- 17,160.00	- 1,107.00		43.65	- 22,150.25
670-4535-10-00	Child Safety Inc	- 5,000.00		- 5,000.00	- 10,079.27	- 3,472.64		201.59	5,079.27
670-4550-10-00	LEOSE Revenue	- 4,000.00		- 4,000.00	- 2,739.40			68.49	- 1,260.60
670-4610-10-00	Interest Income	- 2,525.00		- 2,525.00	- 6,403.17	- 1,108.97		253.59	3,878.17
670-4916-10-00	Cash Seizure Forfeit-PD				- 2,966.25				2,966.25
670-5201-10-00	LEOSE Expenditures				150.00				- 150.00
670-5205-10-00	Police Donation Exp	20,000.00	- 11,884.00	8,116.00	2,494.91	1,400.00		30.74	5,621.09
670-5206-10-00	Fire Dept Donation Exp	5,000.00	25,310.25	30,310.25	27,752.55	3,604.20	57.80	91.56	2,499.90
670-5208-10-00	Child Safety Expense	5,000.00		5,000.00	3,780.97			75.62	1,219.03
670-5212-10-00	Tree Mitigation Expense	6,339.00		6,339.00					6,339.00
670-5292-10-00	PD Seizure Expense	5,000.00	11,884.00	16,884.00	9,020.20		8,817.00	53.43	- 953.20
680-4041-50-00	W Thoroughfare Impact Fees	- 2,035,000.00		- 2,035,000.00	- 3,942,917.51	- 309,721.02		193.76	1,907,917.51
680-4610-50-00	Interest	- 20,000.00		- 20,000.00	- 61,564.36	- 8,002.96		307.82	41,564.36
680-5414-50-00	Appraisal/Tax Fees Cook Ln				2,800.00				- 2,800.00
680-5489-50-00	Development Agrmnt Parks/Legac	250,000.00		250,000.00	219,893.00			87.96	30,107.00
680-5489-50-00	TVG West Propser Rds Impact Fe	543,384.00		543,384.00					543,384.00
680-5489-50-00	Dev Agrment Star Trail	400,000.00		400,000.00	395,062.00			98.77	4,938.00
680-5489-50-00	Dev Agrmnt Legacy Garden	250,000.00		250,000.00					250,000.00
680-6110-50-00	First Street (DNT to Coleman)	42,000.00		42,000.00					42,000.00
680-6410-50-00	Land Acq. Cook Lane				166.00				- 166.00
680-6610-50-00	Cook Lane (First - End)	1,250,000.00	178,588.38	1,428,588.38	101,706.98	968.00	1,204,955.15	7.12	121,926.25
680-6610-50-00	First (DNT Intersection Imp)	1,250,000.00		1,250,000.00	1,093,800.47			87.50	156,199.53
680-6610-50-00	Prosper Trl (DNT Intersection)	75,000.00	- 75,000.00						
680-7100-50-00	Operating Transfer Out				1,963,832.00				- 1,963,832.00
680-7144-50-00	Transfer to Capital Proj Fund				5,000.00				- 5,000.00
680-7144-50-00	Trnsfr-Prosper Trl (DNT Inter)		75,000.00	75,000.00	75,000.00			100.00	
730-4530-10-00	Employee Health Contributions	- 705,308.00		- 705,308.00	- 560,325.89	- 51,769.96		79.44	- 144,982.11
730-4535-10-00	Employer Health Contributions	- 1,983,503.00		- 1,983,503.00	- 1,781,404.05	- 150,761.00		89.81	- 202,098.95
730-4540-10-00	Contractor Insurance Premium				- 20,227.16	- 1,888.66			20,227.16
730-4610-10-00	Interest Income	- 4,500.00		- 4,500.00	- 7,843.00	- 1,626.47		174.29	3,343.00
730-5160-10-00	Health Insurance	2,315,241.00		2,315,241.00	1,878,960.61	277,316.41		81.16	436,280.39
730-5161-10-00	PCORI Fees	698.00		698.00	1,194.53			171.14	- 496.53
730-5162-10-00	HSA Expense	135,825.00		135,825.00	162,342.62	292.68		119.52	- 26,517.62
730-5165-10-00	Dental Insurance	150,191.00		150,191.00	166,676.23	14,237.71		110.98	- 16,485.23
730-5170-10-00	Life Insurance/AD&D	30,000.00		30,000.00	34,448.67	2,971.71		114.83	- 4,448.67

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
730-5185-10-00	Long/Short Term Disability	23,040.00		23,040.00	26,181.22	2,242.25		113.63	- 3,141.22
730-5480-10-00	Contract Services	55,926.00		55,926.00	67,513.21	973.50	11,400.00	120.72	- 22,987.21
730-5600-10-00	Special Events	6,000.00		6,000.00					6,000.00
750-4530-10-00	Contributions - W Prosper Rd	- 1,000,000.00		- 1,000,000.00	- 2,834,750.44			283.48	1,834,750.44
750-4610-10-00	Interest Income				- 223,669.56	- 46,021.71			223,669.56
750-4612-10-00	Interest-2006 Bond				- 1,611.17	- 93.53			1,611.17
750-4616-10-00	Interest 2012 GO Bond				- 281.89				281.89
750-4618-10-00	Interest TXDOT Contributions				- 39,768.20	- 99.71			39,768.20
750-4993-10-00	Transfer from Impact Fees		- 325,000.00	- 325,000.00	- 355,000.00			109.23	30,000.00
750-4995-10-00	Transfer In		- 6,399,587.00	- 6,399,587.00	- 6,805,457.30	- 244.00		106.34	405,870.30
750-4997-10-00	Transfers In - Bond Funds				- 5,312,639.62				5,312,639.62
750-4999-10-00	Bond Proceeds		- 18,085,000.00	- 18,085,000.00					- 18,085,000.00
750-5405-10-00	Land Acq Svcs Downtown Enhnmnt				60,000.00				- 60,000.00
750-5405-10-00	W Prosper Rd Land Acq Svcs		2,105.00	2,105.00	4.48			0.21	2,100.52
750-5405-10-00	Land Acq Svcs First St	7,408.00	1,299,586.75	1,306,994.75	206,945.00		1,565.00	15.83	1,098,484.75
750-5405-10-00	Land Acq Svcs Park/PW Complex				5,605.00				- 5,605.00
750-5405-10-00	Land Acq Fishtrap Sec 1 and 4				2,800.00				- 2,800.00
750-5410-10-00	HWY 289 Gateway Monument		5,100.00	5,100.00	3,975.00		1,125.00	77.94	
750-5410-10-00	US380 Median Design		17,459.44	17,459.44	11,459.44	1,875.00	6,000.00	65.64	
750-5410-10-00	Firs St(DNT Intersection) Imp		110,585.00	110,585.00	33,585.00			30.37	77,000.00
750-5410-10-00	Victory Way (Coleman-Frontier)		247,600.00	247,600.00	148,237.26	10,780.00	99,362.74	59.87	
750-5410-10-00	Fishtrap - Teel Int Improve		150,000.00	150,000.00	35,097.91		13,174.81	23.40	101,727.28
750-5410-10-00	Coleman (Gorgeous-Prosper Trl)		49,985.00	49,985.00	44,899.59	2,395.59	5,085.41	89.83	
750-5410-10-00	Prosper Trl (DNT Intersection)		88,000.00	88,000.00	74,765.20		13,234.80	84.96	
750-5410-10-00	Fishtrap Section 1 & 4		778,900.00	778,900.00	79,800.00	62,000.00	265,200.00	10.25	433,900.00
750-5410-10-00	Traffic Signal Fishtrap/Teel		34,100.00	34,100.00	12,978.00	12,978.00	21,122.00	38.06	
750-5419-10-00	Prosper Trail (Kroger to Coit)		17,915.00	17,915.00			17,915.00		
750-5419-10-00	First Street (DNT to Coleman)		123,546.49	123,546.49	5,000.00		118,546.49	4.05	
750-5419-10-00	Town Hall Infrastructure Imprv				1,700.00		161.05		- 1,861.05
750-5430-10-00	Legal Fees-Downtown Enhncmnts				10,470.44				- 10,470.44
750-5430-10-00	Legal Fees-W Prosper Rd Improv				380.00	380.00			- 380.00
750-5430-10-00	Legal Fees-Prosper Trail (K-C)				1,321.00	16.00			- 1,321.00
750-5430-10-00	Legal Fees-First St (DNT-Clmn)				76.00				- 76.00
750-5430-10-00	Legal - PS Complex Ph1				38.00				- 38.00
750-5430-10-00	Acacia Parkway Legal Fees		242,738.52	242,738.52	112,954.11	2,041.00		46.53	129,784.41
750-5430-10-00	Legal - Fishtrap Sec. 1 and 4				2,508.00	532.00			- 2,508.00
750-5435-10-00	Legal File Downtown Enhancemen				62.00				- 62.00
750-5435-10-00	Legal Filing Prosper Trail				38.00				- 38.00
750-5435-10-00	Legal Filing 1512-ST				178.00				- 178.00
750-5435-10-00	Legal Notices - 1820ST				54.00				- 54.00
750-6110-10-00	FM2478 (US380-FM1461)		174,205.00	174,205.00					174,205.00
750-6110-10-00	US380 Median Lighting		485,000.00	485,000.00					485,000.00
750-6140-10-00	Aerial Ladder Truck		249,651.00	249,651.00	22,345.72			8.95	227,305.28
750-6160-10-00	Aerial Ladder Truck		1,400,000.00	1,400,000.00	394,302.00		982,701.29	28.16	22,996.71
750-6610-10-00	Frontier Pkwy BNSF Overpass	1,230,996.00		1,230,996.00					1,230,996.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
750-6610-10-00	Decorative Monument Signs		22,708.65	22,708.65	22,708.65			100.00	
750-6610-10-00	Downtown Enhancements		1,620,486.55	1,620,486.55	1,823,912.60	274,350.61	51,164.00	112.55	- 254,590.05
750-6610-10-00	West Prosper Rd Improvements	3,100,000.00	4,466,497.65	7,566,497.65	4,055,662.01	11,676.36	82,032.24	53.60	3,428,803.40
750-6610-10-00	Prosper Trail (Kroger to Coit)		3,809,774.10	3,809,774.10	2,382,693.73	522,870.47	1,482,405.71	62.54	- 55,325.34
750-6610-10-00	First Street (DNT to Coleman)		396,652.00	396,652.00	33,561.60			8.46	363,090.40
750-6610-10-00	Old Town Streets		766,411.14	766,411.14	750,507.15	32,290.91	15,903.99	97.93	
750-6610-10-00	Town Hall Infrastructure Imprv				313.27				- 313.27
750-6610-10-00	Town Hall Construction		71,028.06	71,028.06	69,291.58	5,288.64	0.41	97.56	1,736.07
750-6610-10-00	Eighth Street (Church-PISD)		202,735.55	202,735.55	196,977.00		5,758.55	97.16	
750-6610-10-00	Field Street (First-Broadway)		132,241.54	132,241.54	130,694.34		1,547.20	98.83	
750-6610-10-00	Public Safety Complex, Ph 1	385,000.00	982,119.69	1,367,119.69	902,733.82	18,356.00	358,595.16	66.03	105,790.71
750-6610-10-00	Town Hall FFE		181,545.34	181,545.34	100,132.50	16,120.79	12,047.71	55.16	69,365.13
750-6610-10-00	HWY 289 Gateway Monument		401,986.01	401,986.01	168,455.01		195,196.80	41.91	38,334.20
750-6610-10-00	Whitley Place H&B Trail Extens	500,000.00		500,000.00	3,500.00		9,250.00	0.70	487,250.00
750-6610-10-00	Fifth St (Coleman-Church)		20,166.44	20,166.44	17,654.75		2,511.69	87.55	
750-6610-10-00	Third St (Main-Coleman)		40,338.75	40,338.75	34,624.55		5,714.20	85.83	
750-6610-10-00	Parks and Public Works Complex		1,981,375.00	1,981,375.00	1,133,172.91			57.19	848,202.09
750-6610-10-00	Windsong Road Repairs Ph3		722,744.90	722,744.90	643,297.85			89.01	79,447.05
750-6610-10-00	Frontier Park Soccer Field Imp		54,478.00	54,478.00	22,204.04			40.76	32,273.96
750-6610-10-00	Victory Way (Coleman-Frontier)	2,250,000.00		2,250,000.00					2,250,000.00
750-6610-10-00	Coleman (Gorgeous-Prosper Trl)		325,015.00	325,015.00	154,468.54	154,468.54	145,889.50	47.53	24,656.96
750-6610-10-00	PS Facility-Development Costs	850,000.00	- 300,000.00	550,000.00					550,000.00
750-6610-10-00	PS Facility-Construction	10,765,000.00	1,735,000.00	12,500,000.00	1,475,203.88	629,609.84	10,968,466.12	11.80	56,330.00
750-6610-10-00	Public Safety Complex FFE		1,165,000.00	1,165,000.00					1,165,000.00
750-6610-10-00	Traffic Signal (Coit & First)		288,244.00	288,244.00					288,244.00
750-6610-10-00	BNSF Quiet Zone First/Fifth		145,000.00	145,000.00					145,000.00
750-7144-10-00	Transfer Out				18,627.27				- 18,627.27
760-4610-10-00	Interest Income				- 98,765.75	- 16,138.84			98,765.75
760-4993-10-00	Transfer From Impact Fees		- 2,842,553.00	- 2,842,553.00	- 2,842,553.00			100.00	
760-4995-10-00	Transfers In		- 730,075.00	- 730,075.00	- 1,224,546.79			167.73	494,471.79
760-4997-10-00	Transfers In - Bond Funds				- 2,751,000.15				2,751,000.15
760-4999-10-00	Bond Proceeds		- 8,750,000.00	- 8,750,000.00					- 8,750,000.00
760-5405-10-00	Land Acq. 24WL Conn EST				660,000.00				- 660,000.00
760-5419-10-00	Prosper Trail EST		9,650.00	9,650.00	9,650.00			100.00	
760-5430-10-00	Legal - 24" WL Conn. Cnty Line				1,710.00	1,102.00			- 1,710.00
760-5435-10-00	Legal Notices Church/Parvin				236.00				- 236.00
760-5435-10-00	Legal notice - 1716WA				480.00				- 480.00
760-6410-10-00	Water Supply Line Ph I Esment		1,691,500.00	1,691,500.00	1,024,148.00			60.55	667,352.00
760-6610-10-00	Lower Pressure Pln 42" Trns Ln		1,439,286.39	1,439,286.39			1,434,400.00		4,886.39
760-6610-10-00	Old Town Drainage-Church/Parvi	460,000.00	8,800.00	468,800.00	20,000.00		9,800.00	4.27	439,000.00
760-6610-10-00	Coleman Rd Drainage	290,979.00	- 290,979.00						
760-6610-10-00	Old Town Drainage Land Acq		10,000.00	10,000.00	12,592.89		500.00	125.93	- 3,092.89
760-6610-10-00	EW Collector (Cook - DNT)		295,775.00	295,775.00			295,775.00		
760-6610-10-00	Fishtrap Elevated Storage Tank		5,757,553.00	5,757,553.00	1,084,137.59	198,704.75	4,673,862.41	18.83	- 447.00
760-6610-10-00	Water Supply Line Phase I		10,546,180.19	10,546,180.19	2,751,627.90	1,132,937.60	7,348,569.60	26.09	445,082.60

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
760-6610-10-00	Old Town Regional Retention	550,000.00	101,250.00	651,250.00	41,350.00		21,400.00	6.35	588,500.00
760-6610-10-00	Parks and Public Works Complex		1,448,825.00	1,448,825.00	1,133,172.90			78.21	315,652.10
760-6610-10-00	Old Town Drng - Fifth St Trunk	400,000.00	- 115,908.88	284,091.12	272,962.18			96.08	11,128.94
760-6610-10-00	Glenbrooke Water Meter PRV's		150,000.00	150,000.00	115,147.75		35,250.00	76.77	- 397.75
760-6610-10-00	Custer Rd Meter Stat/WL Reloc		290,325.00	290,325.00	38,113.21		252,211.79	13.13	
760-6610-10-00	Church/Parvin WW Reconstruct	100,000.00		100,000.00					100,000.00
760-6610-10-00	Doe Branch WWTP 0.25 MGD Expan	3,625,000.00	- 3,625,000.00						
760-6610-10-00	Fifth Street Water Line		200,000.00	200,000.00	83,000.00	83,000.00	109,200.00	41.50	7,800.00
770-4610-10-00	Interest Income				- 13,911.22	- 686.88			13,911.22
770-7144-10-00	Transfer to Capital Projects				396,889.49				- 396,889.49
771-4610-10-00	Interest Income				- 68.84	- 6.06			68.84
771-7144-10-00	Transfer to Capital Projects				118.35				- 118.35
772-4610-10-00	Interest Income				- 4,182.21	- 158.02			4,182.21
772-7144-10-00	Transfer to Capital Projects				18,489.53				- 18,489.53
773-4611-98-02	Interest - 2016 CO Proceeds				- 3,477.47	- 300.94			3,477.47
773-7144-98-02	Transfer to CIP - 1615DR				6,514.29				- 6,514.29
773-7144-98-02	Transfer to CIP - 1616DR				30,000.00				- 30,000.00
774-4612-98-02	Interest - 2017 CO Proceeds				- 8,181.74	- 610.94			8,181.74
774-7144-98-02	Tansfer to CIP - 1717DR				234,753.23				- 234,753.23
775-4610-10-00	Interest Income				- 32,564.26	- 919.19			32,564.26
775-6200-10-00	Bond Administrative Fees				- 7,102.31				7,102.31
775-7144-10-00	Transfer to Capital Projects				2,172,897.25				- 2,172,897.25
776-4610-10-00	Interest Income				- 222,450.59	- 16,894.49			222,450.59
776-7144-10-00	Transfer to Capital Projects				1,937,991.92				- 1,937,991.92
777-4610-10-00	Interest Income				- 11,330.35	- 9,170.51			11,330.35
777-6200-10-00	Bond Administrative Fees				- 3,259.61				3,259.61
779-4610-10-00	Interest Income				- 33,400.59	- 27,033.63			33,400.59
779-4998-10-00	Other Sources - Debt Issuance				- 13,070,000.00				13,070,000.00
779-4999-10-00	Premium on Bond				- 750,446.35				750,446.35
779-6200-10-00	Bond Administrative Fees				180,446.35				- 180,446.35
780-4610-10-00	Interest Income				- 20,728.47	- 1,751.71			20,728.47
780-7144-10-00	Transfer to Capital Projects				45,702.61				- 45,702.61
781-4610-10-00	Interest Income				- 8.17				8.17
781-7144-10-00	Transfer to Capital Projects				153,572.44				- 153,572.44
782-4610-10-00	Interest Income				- 48,246.69	- 1,018.01			48,246.69
782-6200-10-00	Bond Administrative Fees				- 5,149.18				5,149.18
782-7144-10-00	Transfer to Capital Projects				2,995,205.95				- 2,995,205.95
785-4610-10-00	Interest Income				- 10,381.59	- 8,402.60			10,381.59
785-4998-10-00	Other Sources - Debt Issuance				- 4,065,000.00				4,065,000.00
785-4999-10-00	Premium on Bond				- 268,233.50				268,233.50
785-6200-10-00	Bond Administrative Fees				93,421.50				- 93,421.50
800-4120-65-00	Sales Taxes	- 2,455,008.00		- 2,455,008.00	- 2,394,618.95	- 271,287.70		97.54	- 60,389.05
800-4610-65-00	Interest Income	- 50,000.00		- 50,000.00	- 103,036.58	- 7,512.63		206.07	53,036.58
800-4910-65-00	Other Revenue				- 88.21	- 42.40			88.21
800-5110-65-00	Salaries & Wages	385,562.00		385,562.00	178,716.94	18,156.00		46.35	206,845.06

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
800-5140-65-00	Salaries - Longevity Pay	275.00		275.00	270.00			98.18	5.00
800-5141-65-00	Salary-Incentive	20,000.00		20,000.00					20,000.00
800-5142-65-00	Car Allowance	14,400.00		14,400.00	4,200.00	300.00		29.17	10,200.00
800-5143-65-00	Cell Phone Allowance	2,580.00		2,580.00	1,390.00	115.00		53.88	1,190.00
800-5145-65-00	Social Security Expense	24,335.00		24,335.00	8,597.03	1,083.92		35.33	15,737.97
800-5150-65-00	Medicare Expense	5,692.00		5,692.00	2,489.08	253.49		43.73	3,202.92
800-5155-65-00	SUTA Expense	486.00		486.00	18.00			3.70	468.00
800-5160-65-00	Health Insurance	26,378.00		26,378.00	18,108.04	1,453.38		68.65	8,269.96
800-5165-65-00	Dental Insurance	1,451.00		1,451.00	919.82	73.84		63.39	531.18
800-5170-65-00	Life Insurance/AD&D	517.00		517.00	185.72	10.88		35.92	331.28
800-5175-65-00	Liability (TML)/Workers' Comp	746.00		746.00	349.11	35.17		46.80	396.89
800-5180-65-00	TMRS Expense	53,182.00		53,182.00	24,877.57	2,507.56		46.78	28,304.43
800-5185-65-00	Long/Short Term Disability	715.00		715.00	316.59	23.00		44.28	398.41
800-5186-65-00	WELLE-Wellness Prog Reimb-Empl	600.00		600.00	517.48	50.00		86.25	82.52
800-5189-65-00	Administrative Fees	15,000.00		15,000.00	13,750.00	1,250.00		91.67	1,250.00
800-5190-65-00	Contract Labor	50,000.00		50,000.00					50,000.00
800-5210-65-00	Office Supplies	2,500.00	- 352.00	2,148.00	2,005.73	1,062.67		93.38	142.27
800-5212-65-00	Building Supplies	500.00	352.00	852.00	851.27			99.91	0.73
800-5220-65-00	Office Equipment	15,000.00		15,000.00	2,428.04			16.19	12,571.96
800-5230-65-00	Dues,Fees,& Subscriptions	40,000.00		40,000.00	15,725.13	190.78		39.31	24,274.87
800-5240-65-00	Postage and Delivery	1,000.00		1,000.00	255.15			25.52	744.85
800-5265-65-00	Promotional Expense	80,000.00		80,000.00	17,046.44	500.00		21.31	62,953.56
800-5280-65-00	Printing and Reproduction	5,000.00		5,000.00	213.19			4.26	4,786.81
800-5305-65-00	Chapt 380 Program Grant Exp	504,515.00		504,515.00	450,880.14	40,392.94		89.37	53,634.86
800-5310-65-00	Rental Expense	65,500.00		65,500.00	58,324.98	4,763.73		89.05	7,175.02
800-5330-65-00	Copier Expense	5,500.00		5,500.00	1,975.16	313.04		35.91	3,524.84
800-5340-65-00	Building Repairs	500.00		500.00					500.00
800-5410-65-00	Professional Services	225,000.00		225,000.00	152,192.94	20,400.00	9,750.00	67.64	63,057.06
800-5412-65-00	Audit Fees	2,375.00		2,375.00	2,375.00			100.00	
800-5414-65-00	Appraisal/Tax Fees				1,676.08				- 1,676.08
800-5430-65-00	Legal Fees	25,000.00		25,000.00	5,819.65	38.00		23.28	19,180.35
800-5520-65-00	Telephones	4,200.00		4,200.00	699.56	75.98		16.66	3,500.44
800-5526-65-00	Data Network	1,000.00		1,000.00	835.96	76.04		83.60	164.04
800-5530-65-00	Travel	30,000.00		30,000.00	3,171.09	690.71		10.57	26,828.91
800-5531-65-00	Prospect Mtgs/Business Meals	10,000.00		10,000.00	2,874.90	211.96		28.75	7,125.10
800-5533-65-00	Mileage Expense	500.00		500.00	457.25	159.73		91.45	42.75
800-5536-65-00	Training/Seminars	15,000.00		15,000.00	7,253.00	3,215.00		48.35	7,747.00
800-6015-65-00	Project Incentives	10,000.00		10,000.00					10,000.00
800-7100-65-00	Operating Transfer Out				660.39				- 660.39

## FINANCE



*Prosper is a place where everyone matters.*

**To:** Mayor and Town Council  
**From:** Kelly Neal, CGFO, CPM, Finance Director  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – October 22, 2019

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**Agenda Item:**

Consider and act upon a resolution accepting and approving the 2019 Tax Roll.

**Description of Agenda Item:**

The Texas Property Tax Code, Section 26.09 (e) requires the Town Council to approve the Appraisal Roll with tax amounts entered by the Assessor. The Collin County Tax Assessor Collector provided the attached 2019 Tax Roll Summary with a total levy of \$22,763,863.96. Although the enclosed document is entitled "Collin County," this refers to the Tax Assessor Collector, who performs tax collection for Prosper properties in both Collin and Denton Counties.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached resolution as to form and legality. Council approval of this resolution is required by the Texas Property Tax Code, Section 26.09 (e).

**Attached Documents:**

1. Resolution

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve the resolution approving the 2019 Tax Roll as provided by the Assessor.

**Recommended Motion:**

I move to approve the resolution accepting and approving the 2019 Tax Roll.



TOWN OF PROSPER, TEXAS

RESOLUTION NO. 19-\_\_

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ACCEPTING AND APPROVING THE 2019 TAX ROLL; RESOLVING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 26.09(e) of the Texas Property Tax Code requires the Town Council to approve the Tax Roll; and

**WHEREAS**, the Town received notification from the Collin County Tax Assessor Collector as to the Tax Roll jurisdiction summary as of October 1, 2019, and

**WHEREAS**, a summary statement of said 2019 Tax Roll is attached hereto as Exhibit A.

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

**SECTION 1**

All matters stated in the preamble of this Resolution are true and correct and are hereby incorporated into the body of this Resolution as if copied in their entirety.

**SECTION 2**

The Town Council of the Town of Prosper, Texas, does hereby accept and approve the 2019 Tax Roll as submitted by the Collin County Tax Assessor Collector.

**SECTION 3**

The attached Exhibit A constitutes the official Town of Prosper 2019 Tax Roll, containing a tax levy of \$22,763,863.96.

**SECTION 4**

This Resolution is effective on the date of passage by the Town Council.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 22ND DAY OF OCTOBER, 2019.**

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

**ATTEST:**

\_\_\_\_\_  
Robyn Battle, Town Secretary

**APPROVED AS TO FORM AND LEGALITY:**

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



**KENNETH L. MAUN**  
**TAX ASSESSOR COLLECTOR**  
**COLLIN COUNTY**  
**2300 Bloomdale Road, Suite 2366**  
**P.O. Box 8006**  
**McKinney, TX 75070-8006**  
(972) 547-5020  
Fax: (214) 491-4808  
Email: [kmaun@collincountytexas.gov](mailto:kmaun@collincountytexas.gov)

October 7, 2019

Ray Smith, Mayor  
Town of Prosper  
P.O. Box 307  
Prosper, TX 75078

Dear Mayor Smith,

Attached is the 2019 Tax Roll Summary for Town of Prosper.

Submission of the 2019 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2019 Tax Roll for Town of Prosper.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Ken Maun". The signature is fluid and cursive.

Kenneth L. Maun  
Tax Assessor Collector

KLM:ket

Enclosure

cc: Harlan Jefferson

2019 TAX ROLL SUMMARY

05 - PROSP

Item 7.

	Amount	Count
NUMBER OF ACCOUNTS		11,554
MARKET VALUES		
ROLLCODE: MOBILE HOME		
Improvement	\$110,903	
ROLLCODE: PERSONAL		
Personal	\$190,959,711	
ROLLCODE: REAL		
Agriculture	\$724,178,891	
Improvement	\$2,850,439,843	
Improvement Non-Home Site	\$574,445,620	
Land	\$1,008,928,136	
Land Ag Land	\$1,024,879	
Land Non-Home Site	\$675,901,082	
<b>TOTAL MARKET VALUE</b>	<b>\$6,025,989,065</b>	
DEFERRALS		
Ag	\$722,031,584	264
<b>TOTAL DEFERRALS</b>	<b>\$722,031,584</b>	
EXEMPTIONS		
Absolute Exemption	\$99,055	2
Autos , XO , PPV , XO , PPV	\$49,629,670	24
Cap Adjustment , XT , XT	\$22,379,914	848
Disabled	\$183,000	68
Disabled Veteran	\$41,783,155	246
Full	\$3,925,655	7
Homestead	\$295,260,628	5,636
Miscellaneous , XV , XV	\$448,330,375	453
Nominal Value	\$8,084	42
Other, XF, XH, XU , XF, XH, XU, XF, XH, XU	\$5,267,497	3
Over 65	\$8,679,320	903
Pollution Control	\$2,748,689	6
Solar/Wind	\$40,284	1
<b>TOTAL EXEMPTIONS</b>	<b>\$878,335,326</b>	
<b>GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS</b>	<b>\$1,600,366,910</b>	
<b>TOTAL MARKET VALUE</b>	<b>\$6,025,989,065</b>	
<b>TAXABLE VALUE</b>	<b>\$4,425,622,155</b>	
<b>TAX RATE</b>	<b>0.52</b>	
ROLLCODE: MOBILE HOME		
Levy	\$531.84	24
ROLLCODE: PERSONAL		
Levy	\$705,884.54	728
ROLLCODE: REAL		
Levy	\$22,057,447.58	10,802
<b>TOTAL LEVY</b>	<b>\$22,763,863.96</b>	
<b>LEVY LOST DUE TO FROZEN</b>	<b>\$249,371.00</b>	
<b>OTHER LOST LEVY</b>	<b>\$0.00</b>	
<b>TOTAL LOST LEVY</b>	<b>\$249,371.00</b>	

## 2019 TAX ROLL SUMMARY

05 - PROSP

Item 7.

## Calculation Analysis

	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
<b>Frozen</b>	1,719,293.46	1,469,922.46		249,371.00	398,427,845	67,794,500	330,633,345
<b>DV100 (Excl. Frozen)</b>	3,866.42	3,866.42		0.00	29,167,811	28,034,155	1,133,656
<b>Prorated (Excl. Frozen)</b>	0.00	0.00		0.00	0	0	0
<b>Other</b>	21,290,075.08	21,290,075.08		0.00	5,598,393,409	1,504,538,255	4,093,855,154
<b>Total</b>	23,013,234.96	22,763,863.96		249,371.00	6,025,989,065	1,600,366,910	4,425,622,155
<b>DV100 (Incl. Frozen)</b>	0.00	0.00		0.00	12,050,032	11,871,179	178,853
<b>Prorated (Incl. Frozen)</b>	0.00	0.00		0.00	0	0	0

**FIRE  
DEPARTMENT**

**To: Mayor and Town Council**

**From: Stuart Blasingame, Fire Chief**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – October 22, 2019**

---

**Agenda Item:**

Consider and act upon authorizing the Town Manager to accept a grant award from the Federal Emergency Management Agency (FEMA) through the Texas Department of Emergency Management (TDEM) for the Emergency Management Performance Grant (EMPG).

**Description of Agenda Item:**

TDEM has awarded the Town of Prosper the Emergency Management Performance Grant (EMPG). The goal of this grant program is to enhance the ability of state, local, tribal, and territorial governments to prevent, protect against, mitigate, respond to, and recover from potential terrorist acts and other hazards. The EMPG program's allowable costs support efforts to build and sustain core capabilities. The funding is a 50/50 cost share match, which was made in-kind from emergency preparedness resources purchased with FY19 funds. These items included a Skywatch tower, cyber security enhancements, training and exercises, and police safety gear.

**Budget Impact:**

Upon acceptance, the grant reimburses the Town of Prosper \$26,717.50 for emergency preparedness resources and other qualified expenses related to public safety during the performance period of October 1, 2018 to March 31, 2020. The Town's match has already been acknowledged by the state through the required quarterly financial reports.

**Legal Obligations and Review:**

This agreement has been previously reviewed and there have been no changes to the term and conditions.

**Attached Documents:**

1. EMPG award letter
2. EMPG award terms and conditions

**Town Staff Recommendation:**

Town staff recommends the Town Council authorize the Town Manager to accept and sign a grant awarded by the Federal Emergency Management Agency (FEMA) through the Texas Department of Emergency Management (TDEM) for the Emergency Management Performance Grant (EMPG).

**Proposed Motion:**

I move to authorize the Town Manager to accept and sign a grant awarded by the Federal Emergency Management Agency (FEMA) through the Texas Department of Emergency Management (TDEM) for the Emergency Management Performance Grant (EMPG).



October 10, 2019

Harlan Jefferson  
City of Prosper  
P.O. Box 307  
Prosper, TX 75078-0307

Grant No.EMT-2019-EP-00005

Dear Town Manager Jefferson:

Congratulations, on behalf of the Texas Division of Emergency Management (TDEM), your application for financial assistance submitted under the Federal Fiscal Year (FFY) 2019 Emergency Management Performance Grants (EMPG) has been approved in the amount of **\$26,717.50**. As a condition of this grant, you are required to contribute a cost match in the amount of **\$26,717.50**.

The period of performance for your FFY 2019 EMPG grant is October 1, 2018 - March 31, 2020. This period of performance reflects a 6 month PROGRAMMATIC EXTENSION ONLY to complete and close out your FFY 2019 grant year.

Before you receive any of the federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you are acknowledging and accepting the terms and conditions of your award, as well as the task requirements outlined in the FY 2019 Local Emergency Management Performance Grant (EMPG) Guide, located on line at <https://tdem.texas.gov/emergency-management-performance-grant/>. This grant award must be signed and dated below by your jurisdiction's "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM 17B) and returned within 45 days from date received to [TDEM.EMPG@tdem.texas.gov](mailto:TDEM.EMPG@tdem.texas.gov). Failure to return documentation to TDEM within 45 days may result in reallocation of funds.

The 2019 Terms and Conditions are enclosed for your review. Due dates are outlined in the "EMPG Application Timeline" and can be found at <https://tdem.texas.gov/emergency-management-performance-grant/>.

If you have any questions, please contact the EMPG Unit Chief Lisa Resendez at [Lisa.Resendez@tdem.texas.gov](mailto:Lisa.Resendez@tdem.texas.gov) or 512-424-7511/512-574-1473 or your District Coordinator.

W. Nim Kidd, MPA, CPA  
Chief-Texas Division of Emergency Management  
Vice Chancellor for Disaster and Emergency Services  
Texas A&M University System

Recipient Signatory Official:

Date:

\_\_\_\_\_

\_\_\_\_\_



## **Terms and Conditions 2019 Emergency Management Performance Grant (EMPG)**

### **Purpose**

The FY 2019 priority for this program is to advance “Whole Community” security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management programs

### **Grant Conditions**

Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: <http://www.fema.gov/media-library/assets/documents/92248>

### **Grant Acceptance**

Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Texas Division of Emergency Management (TDEM) in accordance with the instructions provided in the transmittal letter.

### **Task Requirements**

The approved FY 2019 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:

- a. Implement (NIMS) at the local level.
- b. Incorporate pertinent information concerning National Response Framework into the local or inter-jurisdictional emergency management plan and its annexes.
- c. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.



- d. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the TDEM. This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient's will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.
- e. Sub-recipient's must maintain an updated inventory of equipment purchased through this grant program in accordance 2 C.F.R. 200 Requirements, Reports, Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS).
- f. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*" Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

## Grant Funding

The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should report eligible expenses in quarterly financial reports. Any excess match reported, will be used for TDEM match purposes and becomes 100% federalized, therefore cannot be used for any other grant match purposes within your jurisdiction.

## Financial and Administrative Requirements

In Accordance with 2 C.F.R. Part 200 Subpart F—Audit Requirements, Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the Office of Justice Programs (OJP) Financial Guide.

- a. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with 2 CFR Part 200 as it applies to awards of Federal financial assistance to all "non-federal entities"
- b. Subrecipient will comply with the organizational audit requirements of super circular 2A CFR 200 Audits of States, Local Governments, and Non-Profit Organizations.
- c. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.
- d. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order

11593 (identification and protection of historic properties), the Archeological Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).

Item 8.

- e. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

- f. Single Audit Act Requirements: For sub-recipients expending \$750,000 or more in federal annually, the Applicant will cause to be performed the required financials and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

## Reporting Requirements

Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements can be found in the *2019 Local Emergency Management Performance Grant (EMPG) Guide*. Sub-recipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2019 Local Emergency Management Performance Grant (EMPG) Guide* can be downloaded from the TDEM website at: [http://tdem.wpengine.com/?page\\_id=232](http://tdem.wpengine.com/?page_id=232). Sub recipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance-reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

## Review of Work and Expenditures

TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement are requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **Local EMPG grant funds cannot be matched with any other federal funds.**

## Lobbying

As required by Section 1352, Title 31 of the U.S. Code, for persons entering into a contract, loan or cooperative agreement from an agency or requests or receives from an agency a contract providing for the United States to insure or guarantee a loan, the Applicant certifies that: Item 8.

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

### **Debarment, Suspension, and other Responsibility Matters**

As required by Executive Order 12549, and 12689 and 2 C.F.R 200.213 and codified in the 2 C.F. R. Part 180, Debarment and Suspension, the applicant will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The applicant certifies that it and its principals, sub grantees, recipients or sub recipients:

The Subrecipient certifies that it and its principals and vendors:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to [www.epls.gov](http://www.epls.gov).
- b) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- d) Have not, within a three-year period preceding this application, had one or more transactions (Federal, State, or local) terminated for cause or default. Item 8.
- e) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

## Monitoring

- a. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.
- b. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.

TDEM may perform periodic reviews or sampling of Subrecipient performance of eligible activities and approved projects. These reviews/sampling may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual

Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

- c. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.
- d. The Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- e. All financial expenditures and excess match will be verified and validated by TDEM and will become federalized funds, and utilized by the Texas Division of Emergency Management as match. Once these funds are utilized by the TDEM EMPG grant program, your agency can no longer utilize them within for any other federal grant match for the term of the grant performance year.

## Reimbursement for Expenses

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year will not be disbursed until TDEM receives the first and second semi-annual EMPG Reports, which are due on April 15, and October 15, respectively.

1. Choice of Law: This agreement shall be construed and governed by Texas law.
2. Changes to the Law: TDEM is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If TDEM and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, TDEM may terminate this agreement without penalty to, or any liability whatsoever on the part of, TDEM, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.
3. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.
4. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §\_14.
5. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80<sup>th</sup> Legislature, Article IX, Part 17.
6. TDEM may suspend or terminate sub-recipient funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or documentation. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.**

## FIRE DEPARTMENT



**To: Mayor and Town Council**

**From: Stuart Blasingame, Fire Chief**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – October 22, 2019**

---

**Agenda Item:**

Consider and act upon approving the purchase of one fire brush truck with pre-payment discount options, from Chastang Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorizing the Town Manager to execute documents for the same.

**Description of Agenda Item:**

A budget amendment to the FY 2019-2020 budget was approved by Council on October 8, 2019, to fund the early replacement of a Fire Department brush truck. The vendor is offering the Town the following pre-payment options:

- Chassis pre-payment discount \$1,848
- 50% body pre-payment discount \$2,993

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

The Town of Prosper and HGAC entered into an interlocal agreement, effective January 4, 2001, which allows our local government to purchase certain goods or services through HGAC. The agreement renews automatically each fiscal year, unless cancelled by either party.

**Budget Impact:**

This was approved as a FY 2019-2020 early VERF replacement in the amount of \$172,000. The purchase price, including the pre-payment discounts is \$165,409, and will be funded from VERF Account 410-6160-30-01.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. HGAC Contract Pricing Worksheet
2. Manufacturer's Contract
3. Manufacturer's Proposal
4. Manufacturer's Specifications

**Town Staff Recommendation:**

Town staff recommends approving the purchase of one fire brush truck with pre-payment discount options, from Chastang Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorizing the Town Manager to execute documents for the same.

**Proposed Motion:**

I move to approve the purchase of one fire brush truck with pre-payment discount options, from Chastang Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorize the Town Manager to execute documents for the same.







## **Weis Fire & Safety Equipment Co., LLC**

111 E. Pacific \* P.O. Box 3467 \* Salina, Kansas 67402-3467

785-825-9527 \* 1-888-689-9347 \* 785-825-9538 Fax

www.weisfiresafety.com

"It's a Weis choice"

### **WEIS FIRE SAFETY CONTRACT**

Item 9.

**AGREEMENT, Made this 14th Day of October 2019, between WEIS FIRE AND SAFETY EQUIPMENT COMPANY, LLC (Hereafter known as Weis Fire and Safety) and Town of Prosper (Hereafter known as the BUYER) in accordance with the conditions written below and the specifications and addendum (s) attached, which are made part of the contract. This agreement does not become binding until it is agreed to and accepted in writing and is properly signed by an officer of Weis Fire and Safety.**

**TERMS OF PAYMENT-The Buyer agrees to purchase One (1) Weis Fire Quick Attack 400TM for the total sum of, not to exceed, \$165,409.00 excluding any taxes (IF APPLICABLE) to be paid in full, as per terms below. The vehicle shall not be released to the BUYER until payment is made. Purchaser will be responsible for paying any applicable sales tax to federal, state or local agency, tax *not* included in this price.**

**Payment shall be made directly to Weis Fire and Safety. No checks or any other form of payment shall be made to any sales representatives, dealers, agents, etc... except on presentation, in writing of an express power of attorney, executed by an officer of Weis Fire and Safety, authorizing payment to any other party on behalf of Weis Fire and Safety.**

**IF THESE PAYMENT TERMS ARE NOT STRICTLY ADHERED TO, WEIS FIRE AND SAFETY SHALL ASSESS A DAILY INTEREST CHARGE BASED ON AN ANNUAL PERCENTAGE RATE OF 18% ON THE UNPAID BALANCE. IF MORE THAN ONE VEHICLE IS COVERED BY THIS CONTRACT AND THE VEHICLES ARE SHIPPED ON DIFFERENT DATES, THE TERMS STATED ABOVE SHALL APPLY TO EACH VEHICLE.**

**TERMS OF PAYMENT:**

**50% of the fire body is due within 30 days of contract signing, \$55,123.00.**

**Chassis' due upon arrival, \$55,163.00.**

**Balance due upon completion, \$55,123.00.**

**DELIVERY-Delivery shall be F.O.B. Salina Kansas, with-in 240 calendar days from contract acceptance by Weis Fire and Safety. Weis Fire and Safety shall not be held liable for damages from its failure to make of delay in making deliveries as a result of fire, flood, riots, strikes, chassis shortages or delays caused by its suppliers, any acts of God, or any other circumstances beyond Weis Fire and Safety control.**

**Weis Fire and Safety complies with all civil rights laws and regulations.**

Item 9.

**INSPECTION-**The BUYER shall inspect the apparatus immediately upon delivery and shall give written notice within Ten (10) days of any defects. The vehicle shall be deemed accepted if the BUYER fails to give such notice. The BUYER expressly waives any rights the BUYER may have to revoke acceptance after the Ten (10) day period.

**AMENDMENT(S)-**No modifications, alterations, additions, deletions, or any other changes in the terms hereof shall be binding on either party unless reduced in writing and properly executed by a duly authorized officer of Weis Fire and Safety and a representative of the BUYER.

**GOVERNING LAW-**This Agreement shall be constructed and interpreted and its performance shall be governed by the laws of the state in which the manufacturer is domiciled.

**AGREED this** \_\_\_\_\_ **Day of** \_\_\_\_\_ **20**\_\_\_\_\_

**SIGNED BY** \_\_\_\_\_

**PRINT NAME** Harlan Jefferson \_\_\_\_\_

**NAME, ADDRESS AND PHONE NUMBER OF FIRE DEPARTMENT:**

Stuart Blasingame, Fire Chief \_\_\_\_\_

1500 E. First St., P.O. Box 307, Prosper, TX 75078 \_\_\_\_\_

( 972 ) 347-2424 \_\_\_\_\_

**NAME AND PHONE NUMBER OF PERSON DISBURSING FUNDS:**

Accounts Payable \_\_\_\_\_ ( 972 ) 569-1017 \_\_\_\_\_

**ACCEPTED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20**\_\_\_\_\_

**WEIS FIRE AND SAFETY**

**SIGNED:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_



# Weis Fire & Safety Equipment Co., Inc.

111 E. Pacific \* P.O. Box 3467 \* Salina, Kansas 67402-3467

785-825-9527 \* 1-888-689-9347 \* 785-825-9538 Fax

www.weisfiresafety.com

"It's a Weis choice"

Item 9.

## WEIS FIRE PROPOSAL

TO: Prosper Fire, Texas

DATE: 10-01-2019

GENTLEMEN:

WEIS FIRE AND SAFETY EQUIP. CO. INC., HEREBY PROPOSES TO MANUFACTURE AND FURNISH YOU, SUBJECT TO YOUR ACCEPTANCE OF THIS PROPOSAL AND THE PROPER SIGNING AND EXECUTION OF THE ATTACHED CONTRACT AND ADDENDUM(S) BY THE PARTIES THERETO, THE APPARATUS AND APPURTENANCES HEREIN DESCRIBED AND FOR THE FOLLOWING PRICES LISTED BELOW. IN THE EVENT THE PURCHASER USES ITS OWN PURCHASE ORDER OR ITS OWN CONTRACT PAGES IN LIEU OF SIGNING THE ATTACHED CONTRACT, IT SHALL BE UNDERSTOOD BY ALL PARTIES THAT ALL TERMS AND CONDITIONS OF THE ATTACHED CONTRACT AND ADDENDUM(S) SHALL TAKE PRECEDENCE OVER ANY AND ALL OTHER DOCUMENTS.

One (1) 2020 Weis Fire Quick Attack Fire Body on a 2020 Ford F-550 XLT chassis with diesel engine as per the attached specifications

**PRICE: \$170,250.00**

NO FEDERAL, STATE, OR LOCAL TAXES ARE INCLUDED, UNLESS SUCH TAXES ARE ITEMIZED.

DELIVERY: 180-210 DAYS

F.O.B. Salina, KS.

All apparatus and appurtenances shall be manufactured in accordance with the attached specifications, with the same specifications becoming a part of the contract. Delivery shall be made within the time specified below after receipt and acceptance by WEIS FIRE AND SAFETY EQUIP. CO. INC., of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents, any other acts of God, or any other circumstances which are beyond the control of this corporation.

**TERMS OF PAYMENT:** Net due upon completion.

If chassis is paid upon arrival you may deduct \$1,848.00 from the bid price

If 50% of the fire body is paid for with-in 30 days of contract signing you may deduct \$2,993.00 from the bid.

ALL PRICES OR QUOTATIONS ARE SUBJECT TO CHANGE OR WITHDRAWAL UNLESS ACCEPTED WITH 30 DAYS FROM THE DATE HEREIN SET FORTH.

BY:

Mike Weis - President



## Weis Fire & Safety Equipment Co., Inc.

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785-825-9527 \* 1-888-689-9347 \* 785-825-9538 Fax

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"It's a Weis choice"

### WEIS FIRE QUICK ATTACK 400 PROSPER FIRE *REVISED 10/1/2019*

#### CHASSIS

2020 Ford F-550 Super Duty Chassis

Color to be Ford red

Super Cab

4 X 4

192" WB

84" CA

6.7L diesel engine

10-speed Automatic transmission

XLT trim

Electric windows

Electric door locks

Power Sliding Rear Window

Front cloth bucket seats

Rear cloth bench seat

AM/FM Stereo MP3

19,500 GVWR

4.88 limited slip rear end

Engine block heater

Extra Heavy-Duty Front End

Operator Command Regeneration

Air conditioning

Alternators 397 amps

Chrome bumper

Jewel headlamps

Sliding Rear Window

#### CAB STEP BARS

There shall be a custom step bars to provide ease of access to the cab. Step bars will be attached to the frame rails only. Steps that are attached to bottom of cab are NOT ACCEPTABLE.

The cab steps bars shall be constructed of 3" x 3/16" thick square tubing and the frame bracing shall be 1/2" x 3/16" square tubing. The front door cab steps shall

have a step surface of a minimum of 6"W x 18" L. Rear cab steps shall have a stepping surface of a minimum of 6"W x 14" L. The stepping surfaces shall be covered with NFPA compliant .125 embossed diamond plate. The steel steps shall be powder coated textured black.

### **SUPER SINGLE TIRE AND WHEEL CONVERSION**

Six (6) each Ford factory wheels and tires shall be removed and replaced with a Super Single Rear Tire conversion package.

The package shall consist of the following:

- Five (5) Continental 335/80 R20 MPT 81 41" tires
- Five (5) custom steel wheels
- All wheels to have a Black Powder Coat paint finish
- All Tires / Wheels to be match mounted and dynamically balanced.
- 3.5" front lift kit, and a 5.0" rear lift Kit shall be installed to fit the larger tires. Front end to be realigned.

The rear lift kit shall be constructed of a solid steel block.

New rear U-Bolt spring shackles will be provided. OEM U-bolt spring shackles shall not be used in the construction of this apparatus.

The original plastic front fender flares shall be removed and replaced with custom bolt on 7"W fender flares. These fender flares shall be coated with spray on bed liner material.

### **REAR OF CAB**

Located in the rear cab area shall be a diamond plate floor that will protect the electrical system, battery charger, TFT nozzle control box, etc. It shall be mounted in a way that will not hinder access to the electrical components that will be mounted below the shelf. The shelf shall have a vertical riser that runs to the bottom of the rear window and shall be of a design that shall allow for equipment mounting.

Two (2) SCBA brackets shall be provided in the rear cab area and mounted in a position that is to be determined by the customer and still provide access to the shelf storage area.

### **TANK**

The tank shall have a capacity of 400 gallons manufactured UPF.

The tank shall include the following features:

Fill tower with removable screen located at front left corner

Sump with anti-swirl plate and drain fitting

4.0" vent and overflow pipe

1.5" refill fitting

3.0" tank suction

Liquid level sight gauge located at rear of tank



The tank will have a 4.0" tube running through the tank that shall be utilized for the plumbing from the pump to the manifold. It shall also act as a raceway for any electrical wiring and cables from the top mount panel to the pump and motor.

The outside of the tank shall be black.

There shall be a crosslay tray provided on the lid for up to 100' of 1.75" fire hose.

The crosslay tray shall be provided with a black vinyl cover with nylon web ends.

Mounting strips shall be molded to the bottom of the tank to allow mounting to heavy duty skid frame.

A 10 gallon integral foam tank shall be provided with the fill tower on the right front corner.

There shall be a FRC Vision LED tank level indicator located on the top mount panel and a small FRC Vision LED tank level indicator located on the custom aluminum console in the cab, next to the in cab throttle controls

The tank shall have mounting blocks located at each rear top corner for mounting of rotating red lights.

The tank shall have mounting tabs front and rear that will allow the tank to be mounted directed to the fire body.

Aluminum angle corner supports shall be provided as extra tank support

The tank shall have a lifetime warranty. A copy of the warranty shall be provided with the apparatus.

### **TOP MOUNT PUMP CONTROLS**

All pump controls shall be provided in the walkway at the front of the apparatus. The top mount control panel will have all pumping functions, including the primer. The tank to pump line shall be operated at the rear of the apparatus. The control module shall enclose the plumbing and manifold. Removable panels shall be provided for service. The panel shall be constructed with .125" smooth aluminum and shall have a brushed aluminum satin finish

The pump panel plumbing and manifold shall be inside the top mount control module.

Each discharge shall be properly function labeled.

### **PUMP**

The pump shall be a Hale model HPX200-KB24 powered by a 24 hp Kubota diesel engine with the following features:

3.0" inlet  
 2.5" outlet with N.P.T. bolt on flange  
 Electric start with rope back up  
 Pump panel  
 2.5" master discharge gauge  
 2.5" master suction gauge  
 Vernier throttle control  
 Primer controls  
 12-volt DC ESP primer  
 Low oil pressure light

The fuel supply for the fire pump shall be directly plumbed into the chassis fuel system and shall incorporate an auxiliary fuel pump and fuel line check valve.

There shall be an **electronic** start/stop/throttle control for the diesel fire pump located inside the cab on the custom aluminum console.

There shall be a Class 1 2.5" dry case discharge gauge with red LED backlight located inside the cab on the custom aluminum console.

## **PLUMBING**

All plumbing shall be heavy duty **welded stainless steel** plumbing. When necessary, high pressure hose shall be used with stainless steel fittings. **The stainless steel plumbing shall have a 10 year warranty.**

A 4.0" square manifold shall be utilized. All discharges shall be plumbed from this manifold.

The manifold shall have one (1) 2.5" fitting for the 2.5" plumbing from the pump.

The manifold shall have one (1) 2.0" fitting for the front remote controlled nozzle.

The manifold shall have one (1) 1.5" fitting for the 1.5" preconnected crosslay.

The manifold shall have three (3) 1.0" fittings. One (1) shall be for the booster reel and two (2) shall be for whiplines.

There shall be two (2) automatic drain valves provided, one (1) for the front mounted remote control nozzle and one (1) for the booster reel. These drain valves shall automatically open when pump pressure drop below 5 psi.

The entire discharge plumbing system shall be hydrostatically tested to 300 psi for two minutes prior to installation. This is to insure that the entire plumbing system will not leak and to insure the safety of all fire department personnel.

The discharge plumbing from the pump to the manifold will be plumbed with 2.5" pipe.

There will be a 1.5" discharge plumbed to the crosslay tray with a 1.5" swivel to allow the hose to be pulled to either side of the apparatus.

There shall be a 1.5" discharge valve directly located at the pump at the rear of the apparatus. This shall be used as a direct tank fill for other apparatus. (This discharge will not have foam capabilities.)

All discharge valves shall be heavy duty, full flow, fire service quality quarter turn ball valves.

The tank to pump line shall be plumbed with 2.5" plumbing. A wire reinforced flexible connection shall be used to provide ease of service and to reduce vibration.

The tank to pump valve shall be a 2.5" heavy duty, full flow, fire service quality quarter turn ball valve.

There shall be a 2.5" gated suction with a 2.5" chrome plated plug and chain. A hydrant gate valve shall be provided on the 2.5" suction inlet.

NOTE: Only Akron full flow quarter turn ball valve shall be used for suction and discharge lines. All valves shall have the Akron TSC handle

The 1.0" tank fill and recirculating line shall utilize a 1.0" stainless steel gate valve and will be plumbed prior the foam injection unit so as to keep foam from entering the booster tank.

There shall be two (2) 4' whiplines provided one (1) on each side of the top mount control module 1.0" forestry hose and two (2) TFT Bubble Cup DS1040BCP GPM adjustable gallonage nozzles with pistol grips. Each nozzle shall have a nozzle clip. Each whipline shall have a 1" 90 degree swivel for ease of maneuvering.

### **BOOSTER REEL**

A Hannay SBEF-20-30-31-12-LT heavy duty electric rewind polished aluminum booster reel will be provided with 200' of 1.0" Niedner HOTSTOP yellow booster hose with aluminum couplings. The booster reel shall be located at the passenger side rear corner of the body.

One (1) TFT Bubble Cup DS1040BCP nozzle with pistol grip will be provided.

The booster reel shall be plumbed with high pressure hose with stainless steel fittings

The booster reel will be provided with one (1) rewind switch located at the booster reel or location to be determined by the fire department.



The booster reel shall be provided with a single chrome hose roller and spool assemblies.

A 40 amp circuit breaker will be provided for the booster reel.

### **TFT TORNADO**

A TFT Tornado with joystick control and electrically operated valve shall be located at the front of the apparatus with a 15-120 GPM adjustable gallonage nozzle. The electrically operated valve shall be stainless steel. A custom designed / fabricated full replacement front bumper shall be mounted on the front of the chassis and shall be the mounting platform for the Tornado.

The Tornado shall be plumbed with 1.5" high pressure flexible hose. The joystick shall be mounted to the front side of the custom aluminum console. The plumbing system for the Tornado shall have one drain located at the mid-point of the chassis. The mid-point drain shall be an automatic drain that opens when line pressure drops below 5 psi.

### **FOAM SYSTEM**

A Foam Pro 1601 Class A Foam system shall be provided and plumbed in a manner to not allow foam to be recirculated back into the water tank

Located inside the cab, on the emergency console, there shall be an on/off switch for the foam injection system. The will allow the foam system to be turned on or off from inside the cab.

### **WEIS FIRE QUICK ATTACK BODY**

The fire body shall be constructed of entirely of heavy duty **extruded aluminum and will have a fifteen (15) year structural warranty.**

The perimeter of the body shall be constructed of a heavy duty 6061T5 aluminum extrusion. The deck plate shall be stitch welded on the bottom side of the extrusion

The cross members shall be 2.0" x 4.0" 6061T6 extruded aluminum tube on 12.0" centers for rigidity and longevity. There shall be no less that ten (10) aluminum 2.0" x 4.0" cross members.

The sills shall be 6.0" steel channel.

The body sills shall be mounted to the frame utilizing a 6-point mounting system

There shall be .125" aluminum diamond plate covering the entire upper surface of the body.

The fire body shall be 132" long, 96" wide.

There shall be a 20" walkway between the cab and the Weis Fire Attack fire fighting unit. There shall be a recessed step well on each side of the walkway. Each step well shall be approximately 21"D x 21"W. **NON NFPA COMPLIANT**

Located at the entrance to the walkway shall be swing in gates on each side. The door shall have a stop that will not allow the door to swing out when it automatically closes. The door shall be 42"H and will be constructed of 1.0"x 2.0" extruded aluminum tube. The gate shall be hinged on the headache rack and the stop rail shall be 2.0" x 2.0" extruded aluminum tube.

There shall be non slip NFPA under body ladder style steps located on each front corner of the apparatus to allow access to step well and walkway.

There shall be headache rack at the front of the body that will also serve as a light bar mounting platform. The headache rack shall be constructed with 2.0" x 2.0" thick wall extruded aluminum tubing and will have diamond plate covering the bottom half on the front and back sides and expanded aluminum on the top half. The light bar platform shall be constructed of 1/4" aluminum plate and shall be properly gusseted. The light bar platform shall be 10" x 60". There shall be an area approximately the size of the rear cab window that will be covered with expanded aluminum that will allow the driver to view the walkway.

A 120" deep x 30" wide x 5" high tool compartment at rear of the apparatus with a horizontally hinged, drop down door shall be provided. This compartment shall provide for underbody storage of department supplied shovels, brooms, rakes, etc.

There shall be two (2) sweep-out style compartments with two (2) roll-up doors located one (1) on each side of the fire body. Dimensions for the passenger side compartment shall be 60"W x 36"H x 20" deep with an aluminum divider between. Dimensions for the driver side compartment shall be 72"W x 36"H x 20" deep with an aluminum divider between. The L-2 and the R-2 compartments shall have adjustable shelves. The body of the compartments shall be constructed of .125" aluminum diamond plate. The exterior of the roll-up doors shall be painted with high gloss paint. Compartment openings will be smaller than compartment dimensions.

The L-1 and R-1 compartments shall each be large enough to contain an SCBA and spare bottle in walkway brackets. Each compartment floor and adjustable shelf shall have Dri-Dek tiles.

A 12" high dunnage compartment shall be provided on top of each compartment. The compartment shall be constructed of .125 aluminum diamond plate. Overall dimensions shall be 60"W x 12"H x 17"D on the passenger side and 72"W x 12"H x 17" D on the driver side. Each compartment shall have a diamond plate lid that shall lift up and have pneumatic assist pistons, and a stainless steel piano hinge. The lid shall be secured with a butterfly style latch mechanism. The dunnage compartment shall have weep holes on the corners. Water shall not drain into the lower compartment.

The upper body compartments shall have LED compartment lighting that shall automatically activate when the compartment door is opened.

The upper body compartment doors shall be wired to an open door warning light and alarm that shall be located inside the cab. The open door warning light shall automatically activate anytime a compartment door is open.

The open door warning light AND alarm shall automatically activate anytime a compartment door is opened and the chassis transmission is shifted out of park.

There shall be an approximate 30"L x 17"W x 13"H storage area located at the driver side rear corner of the fire body. The storage area shall be provided for storage of a department supplied cooler. The storage area shall be provided with a vinyl cover or other suitable retaining device to keep the cooler stowed while the apparatus is in motion. Weep holes shall be provided to provide drainage.

There shall be two (2) underbody tool boxes provided, located one (1) on the left and one (1) on the right side of the apparatus, 16"H x 20"D x 30"W with drop down doors. Each compartment shall be mounted to the under side of the fire body between the walkway ladder step and the chassis rear tires. Each compartment is to be constructed of .125" aluminum diamond plate. Each compartment shall have Dri-Dek tiles.

A Flat Back rear body design shall be provided to provide the best possible angle of departure and ground clearance.

A rear receiver hitch shall be provided with a 7 Pin electric trailer connection.

All stop, turn, back up, corner, and DOT lights shall be provided. The stop, turn, and brake lights shall be LED.

A flush mounted fuel fill hole will be provided for one fuel tank. The fuel fill shall be located on the body next to the pump in a vertical manner to facilitate easy filling of the fuel tank. It shall NOT be located on the side of the body. A "Diesel Fuel Only" label shall be provided next to the fuel filler cap.

There shall be an aluminum diamond plate guard provided around the fuel fill cap.

A 96"x 6" steel powder coated step bumper shall be provided above the receiver hitch.

There shall be two (2) 15,000 pound tow shackles provided welded to the rear step.

There shall be two (2) pull out and down steps provided at rear for pump access. When not in use the steps shall stowed under the fire body.

Mud flaps shall be installed behind the rear wheels. The mud flaps shall say "KEEP BACK 500 FEET".

Item 9.

### **BACK UP CAMERA**

There shall be one (1) Optimo extreme duty back up camera system. The backup camera shall be provided with a 7.0" screen mounted on the dash.

### **FULL REPLACEMENT FRONT BUMPER**

There shall be a Weis Fire custom designed heavy duty full replacement front end bumper provided on the apparatus. The bumper shall have a black textured Powder Coat finish. There shall be an integral platform with a 2" welded stainless steel nipple for installation of the TFT Tornado.

An integrated 2" receive tube shall be a provided as part of the bumper for the portable winch

### **WINCH**

There shall be a Ramsey QM-9000 quick mount 9,000 pound rated winch provided with receiver tubes and electrical quick connects provided at the front and rear of the apparatus.

### **ELECTRICAL**

The entire wiring system shall be entirely composed of high grade commercial quality wiring harness.

An electrical sub panel shall be located behind the passenger seat. The apparatus' wiring harnesses shall be connected to the electrical sub panel utilizing Deutsch connectors.

A wiring diagram shall be provided with the apparatus.

**The electrical system shall have a five (5) year warranty.**

### **APPARATUS CHARGING SYSTEM**

There shall be a Kussmaul Auto Charge 2000 apparatus battery charging system provided on the apparatus with LED battery status display and auto-eject plug.

The LED battery status display and auto eject plug shall be located at the driver rear of the fire body.

### **SCENE LIGHTING**

There shall be three (3) 10" Tomar TRX Off-Road Utility scene lights, two (2) on the front grille and one (1) at the rear of the tank between the beacons. The light at the rear shall be wired to the reverse and have an on/off switch at the rear pump panel.

There shall be two (2) 30" Tomar TRX Off-Road Utility scene lights, one (1) each side above the side compartments. There shall be a protective brush guard over the side scene lights, they shall be constructed of .125 diamond plate with a black textured powder coat finish.

### **EMERGENCY LIGHTING SYSTEM**

An emergency lighting system consisting of the following shall be provided.

Lights can red or blue

A Whelen Freedom NFPA LED 55" LED light bar (red) shall be mounted on the headache rack located at the front of the fire body.

Eight (8) Whelen ION Mini T-Series lights 1.5" x 3.34 LED (red) flashing lights shall be provided with chrome bezels. The LED lights shall be located two (2) at the front of the apparatus, two (2) on the sides of the front fenders (one (1) each side), and two (2) on the sides of the fire body (one (1) each side).

There shall be two (2) Whelen L31HRFN LED beacon lights (red) at the rear of the apparatus on mounting brackets located on the rear of the tank.

The emergency lights shall be independently switched with a master switch ability.

A Whelen 295SLSA6 full function 100 watt siren shall be provided.

A Whelen SA315P 100 watt speaker shall be mounted at the front bumper.

A Whelen WBUA107 107 dB back up alarm shall be provided.

A powder coated custom aluminum console shall be provided to house the siren/switch controls, in-cab pump controls, TFT Joystick, traffic advisor controller and dual cup holders.

All emergency lights shall be controlled from the siren / switch module.

A MDC bracket shall be provided and mounted as per fire department instructions.

A Whelen LED TAC8 Super LED Traffic Advisor shall be provided at the rear of the apparatus and shall have the controls located in the cab.

A 3M Opticom 792 H Emitter and 793 S Emitter switch shall be provided and mounted as per the Fire Department direction.

There shall be two (2) LED walkway lights in the walkway.

There will be two (2) LED work lights provided, mounted one (1) on each side of the headache rack facing the rear of the truck for night time operation and will be switched at the switch module in the cab.

There shall be one (1) LED underbody ground light under each step well, two (2) LED underbody ground lights at the rear of the apparatus, and one (1) LED underbody light located under each cab door. These lights shall be automatically activated when the chassis' transmission is shifted into park and shall automatically de-activate when the chassis' transmission is shifted out of park. The underbody ground lights shall also be wired to an override switch located on the switch panel, providing a means to turn off the lights if needed when the chassis is stationary and in "park". The rear underbody LED lights shall be activated when transmission is in reverse.

ALL forward flashing white lights shall AUTOMATICALLY cancel out when the chassis' transmission is placed into "park".

There shall be two (2) LED work lights provided at the rear of the tank for nighttime and filling operations. They shall be switched with the headache rack lights.

#### **APPARATUS COMMUNICATION SYSTEM**

There shall be a Fire Com 3-Person wireless apparatus intercom system provided.

The Fire Com system shall have the following components:

- One (1) Single Radio Intercom
- One (1) Mobile Radio Interface (Department to supply radio information)
- Three (3) Under Helmet Radio Transmit Wireless Headsets With Base Stations And Chargers
- Three (3) Headset Hanger Hooks

An additional UH51 wired head set shall be provided with a HM10. It shall be wired to the wireless Intercom system and shall be a backup for the wireless headset.

#### **LETTERING AND STRIPING**

All apparatus lettering and striping shall match existing Fire Department apparatus.

There shall be red / yellow Chevron striping provided at the rear of the fire body.

**FIRE  
DEPARTMENT**

**To: Mayor and Town Council**

**From: Stuart Blasingame, Fire Department**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – October 22, 2019**

---

**Agenda Item:**

Consider and act upon approving the purchase and installation of dispatch console equipment for the new Prosper Police Station and Dispatch Facility, from Motorola Solutions, Inc., through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorizing the Town Manager to execute documents for the same.

**Description of Agenda Item:**

Motorola is providing the communications equipment and services as part of the new Prosper Police building. This will include reconfiguration of two consoles and adding new equipment for two new dispatch positions. It also provides all implementation services to integrate this new dispatch system with our existing system.

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

The Town of Prosper and HGAC entered into an interlocal agreement, effective January 4, 2001, which allows our local government to purchase certain goods or services through HGAC. The agreement renews automatically each fiscal year, unless cancelled by either party.

**Budget Impact:**

The total amount of this purchase is \$335,582.00 and will be funded by the Police Station and Dispatch Facility Furniture, Fixtures, and Equipment 750-6610-10-00-1906-FC

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the Motorola Proposal and System Purchase Agreement as to form and legality.

**Attached Documents:**

1. Motorola Proposal & System Purchase Agreement

**Town Staff Recommendation:**

Town staff recommends approving the purchase and installation of dispatch console equipment for the new Prosper Police Station and Dispatch Facility, from Motorola Solutions, Inc., through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorizing the Town Manager to execute documents for the same.

**Proposed Motion:**

I move to approve the purchase and installation of dispatch console equipment for the new Prosper Police Station and Dispatch Facility, from Motorola Solutions, Inc., through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorize the Town Manager to execute documents for the same.





PROPOSAL TO  
TOWN OF PROSPER

# CONSOLE ADD-ON

MCC7500 CONSOLES

6<sup>th</sup> September 2019

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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September 6, 2019

Stuart Blasingame, Fire Chief  
Town of Prosper  
Central Fire Station  
1500 E First Street  
Prosper, Texas 75078

RE: Console Addition for Dispatch

Dear Chief Blasingame:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the Town of Prosper with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will address your needs and provide exceptional value.

Motorola is pleased to provide the following proposal to City of Prosper to add dispatch consoles to their new Administration building. The new dispatch site will tie in to the City of Frisco system. Specifically, this proposal provides the following:

- 2 new MCC7500E dispatch positions.
- Move the two existing dispatch positions to the new location.
- All implementation services to integrate this new dispatch system with existing system.

This proposal is subject to the terms and conditions of the enclosed HGAC System Purchase Agreement and remains valid until October 31, 2019. The Town of Prosper may accept this proposal by returning to Motorola a signed copy of the aforementioned agreement. Alternatively, Motorola is pleased to address any concerns you may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, John Wood, at (469) 984-3951.

We thank you for the opportunity to furnish the Town of Prosper with "best in class" solutions, and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

MOTOROLA SOLUTIONS, INC.

Brad Rice  
Area Sales Manager

Town of Prosper  
Console Add-on

6th September 2019 Submission Date  
Use or disclosure of this proposal is subject to the restrictions on the  
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# PROPOSED DISPATCH CONSOLE

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500 dispatch console to provide TOWN OF PROSPER with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides TOWN OF PROSPER with sophisticated network management and easy migration to future capabilities.

## 1.1 DISPATCH CONSOLE CONFIGURATION FOR CITY OF PROSPER

The proposed console will interface seamlessly with the existing ASTRO® 25 system core of City of Frisco.

The proposed solution offers TOWN OF PROSPER two new (2) MCC7500 dispatch positions. Motorola will also be moving the existing two MCC 7500 positions to the new Administration building.

The figure titled “MCC 7500 Dispatch Position” shows an MCC 7500 operator position.





**Figure 1-1: MCC 7500 Dispatch Position** provides a small form factor, familiar GUI, and advanced features.

The table titled "Dispatch Locations" outlines the number of consoles and their location.

**Table 1: Dispatch Locations**

Number of Operator Positions	Location Name
2 New 2 Existing will be relocated	TOWN OF PROSPER Dispatch

### 1.1.1 Integration with the ASTRO 25 Network

The proposed dispatch console seamlessly integrates into City of Frisco's ASTRO 25 7.17 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to the agencies that are already working off the core.

The physical space to accommodate the proposed console is comparable to that required for a personal computer. The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

### 1.1.2 Connection to ASTRO 25 System

The flexibility of the ASTRO 25 system architecture allows the connection of the proposed console to be suited specifically to the agency's needs.

## Dual Site Link

The proposed console site for TOWN OF PROSPER is remote from the core site and features redundant site links to provide path diversity. The console site has two logical connections to the core site with each connection using a different core router.

Each console site gateway provides an interface that handles the following IP traffic between the proposed console center and the County's ASTRO 25 core site:

- Network management traffic.
- Call control and audio traffic for all the calls being handled by the dispatch positions.
- Aux I/O traffic for the Aux I/Os being handled by the dispatch positions.

The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium.

Backhaul connectivity to the core is customer responsibility. Per initial discussions, two redundant paths exist to the City of Frisco's core, one via microwave and other via fiber, which will interface to Motorola site routers as Ethernet connections.

## LAN Switches

The site LAN switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

# 1.2 EQUIPMENT INCLUDED

This section lists the equipment necessary for the proposed dispatch upgrade.

### Master Site Licenses (Applied to City of Frisco Master Site)

- Qty (1) MCC 7500 console license (Supports up to a maximum of 5 positions)

### TOWN OF PROSPER Dispatch Room

- Two (2) MCC 7500 dispatch operator positions including the following:
  - Two (2) Z2 G4 Mini workstations with VPM
  - Two (2) USB Audio Interface Module
  - Two (2) gooseneck microphones
  - Two (2) voice processor modules
  - Two (2) 22-inch touch screen monitors
  - Two (2) Instant Recall Recorders
  - Eight (8) desktop speakers; For Select, Unselect and IRR audio
  - Four (4) headset jacks
  - Four (4) Single Muff Noise Cancelling Headsets
  - Two (2) dual pedal footswitches
- In addition, we will be moving and installing two MCC 7500 positions from the existing dispatch. Accessories will be reused and two new Z2 mini PCs have been included for the positions.

### Back Equipment Room

- We will be reusing the K core backup equipment for the backroom equipment rack at the new building. A new rack will be provided which will have the moved and

repurposed GGM8000s, 2620-24 LAN switches and GCP 8000 conventional site controller.

- We will be re-using the existing rack from TOWN OF PROSPER's PD facility with consolettes, combiners, antenna lines and type 3 surge suppression
- Reusing two (2) Enhanced Conventional channel gateways (ECCGW)
- Two (2) new dual band APX consolettes with an Antenna system

Spares

- Two (2) desktop speaker
- Two (2) headset jack
- One (1) gooseneck microphone
- One (1) workstation
- One (1) voice processor module FRU
- One (1) 2930F 24 port Ethernet switch
- One (1) Hub router and firewall

### 1.3 PROJECT ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. In case of any deviation from the below assumptions, a change order might be required.

- TOWN OF PROSPER will be responsible to obtain any state or local licensing for the project as required. Motorola has only included the cost of control station licensing for the Consolettes design.
- TOWN OF PROSPER is responsible to ensure enough space and console furniture is available for the new dispatch. This includes space for the two console positions, which will be moved. No console furniture is included in this project.
- TOWN OF PROSPER is responsible to ensure the equipment room will have grounding available to the R56 standards so that all new equipment can be adequately grounded.
- TOWN OF PROSPER will work with Motorola's partner to meet any HEPA requirements during the installation of the new console positions and backroom equipment.
- Customer provided backup generators and UPS will be used where applicable for console positions and equipment rack.
- TOWN OF PROSPER will provide Ethernet connections back to the City of Frisco's core and the links will meet specifications listed in the proposal. This proposal does not include the connection of telephones to the Voice Processor Module.
- This proposal does not include any paging features connected to the Voice Processor Module.
- The Town will relocate the SIREN equipment from the current dispatch site to the new dispatch location.
- The Town will relocate the logging recorder from the current dispatch site to the new dispatch location.
- The Town will be responsible for FCC related work i.e. FCC licensing, application, coordination and filing fees etc. for the Control Stations at the new dispatch site.
- Any site/location upgrades or modifications are the responsibility of the customer.
- All existing sites or equipment locations will have adequate electrical power in the proper phase, voltage, and site grounding to support the requirements of the system described.



- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- The Customer will provide any required system interconnections not specifically outlined here. These may include dedicated phone circuits, microwave links or other types of connectivity.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- There is no structural analysis included for the new dispatch building. Motorola assumed that the building rooftop is capable to handle the proposed control station antenna loading.
- There is no coverage guarantee included in the design. Motorola understands that the new Dispatch site is in the coverage footprint of the City of Frisco's system and the control stations will be able to reach City of Frisco's sites with the proposed antenna system.

## 1.4 POWER REQUIREMENT

Below are the power requirements for the dispatch position and back room equipment. TOWN OF PROSPER is responsible to provide the adequate power and electrical circuits at each of the locations.

Equipment	Qty.	AC / DC	Max Power (W)	Current (Amps)	BTU	# Ckts	Total Max Power (W)	Total Amps	Total BTU	Total # Ckts	Power source
<b><u>DISPATCH BACKROOM EQUIPMENT</u></b>											
DISPATCH SITE Gateway - GGM 8000	2	AC	60	0.50	205	1	120.00	1.00	409.20	2	UPS
DISPATCH LAN SWITCH - 2620-24	2	AC	41	0.34	140	1	82.00	0.68	279.62	2	UPS
GCP8000 CONVENTIONAL SITE CONTROLLER	1	AC	160	1.33	546	1	160.00	1.33	545.60	1	UPS
CONV. CHANNEL GATEWAY (CCGW)	2	AC	60	0.50	205	1	120.00	1.00	409.20	2	UPS
APX 7500 CONSOLETTTE	12	AC	204	1.70	696	1	2448.00	20.40	8347.68	12	UPS
						<b>TOTAL</b>	2930.00	24.42	9991.30		
<b><u>Dispatch Center</u></b>											
CONSOLE PC - Z2 mini	4	AC	600	5.00	2046	1	2400.00	20.00	8184.00	4	UPS
CONSOLE MONITOR - 22" MONITOR NON-TOUCH	4	AC	46	0.38	157	1	184.00	1.53	627.44	4	UPS
CONSOLE VPM	4	AC	48	0.40	164	1	192.00	1.60	654.72	4	UPS
						<b>TOTAL</b>	2776.00	23.13	9466.16		

## 1.5 BACKHAUL REQUIREMENT

The proposed MCC 7500 Dispatch Consoles will connect into the City of Frisco's P25 Core by means of customer provided Ethernet connections. The necessary changes at the master site are included with this proposal to facilitate the addition of the new TOWN OF PROSPER MCC7500 dispatch site into the system.

All voice and control traffic between the dispatch site and the master site are packetized and carried over IP/Ethernet connections.

The customer is responsible for providing two separate Ethernet connections to the core to take advantage of the redundancy of the P25 wide area operation. The customer is responsible to ensure that the two redundant pipes have the required physical ports and backhaul capacity to support the additional Dispatch site. Required network programming to facilitate this link will also be the responsibility of the customer.

To meet the required grade-of-service for public safety voice communications, the underlying backhaul network that transports these packets must be able to guarantee certain Quality-of-Service (QoS) parameters. These include minimum bandwidth guarantees, latency, jitter, and packet-loss and end-to-end service availability. The following parameters and corresponding values will be required of the backhaul over the customer provided Ethernet link:

- Minimum Bandwidth Guarantee (CIR): 3 Mbps (in each direction)
- Traffic Priority (Class of Service): Highest
- Packet Loss Ratio:  $2 \times 10^{-4}$
- Max. 1-way Packet Delay: 20ms
- Max 1-way Packet Delay Variation (Jitter): 10ms
- End-to-End Backhaul Path Restoration (within the network): 1.2 sec max

## 1.6 CUTOVER PLAN

Motorola will work closely with TOWN OF PROSPER to ensure a seamless transition for the TOWN OF PROSPER agencies to the newly proposed MCC 7500 console system. Prior to the cutover Motorola and the customer shall work closely together to ensure the plan meets the timeline and minimal outages for the console operators.

## 1.7 ACCEPTANCE TEST PLAN

Under the direction of the Motorola Project Manager, teams consisting of representatives from the TOWN OF PROSPER and Motorola will execute agreed-upon test procedures to confirm that the system has been designed and installed to meet all of the features and performance capabilities agreed upon in the contract.

The Acceptance Test Plan (ATP) will verify the functionality of the new MCC 7500 console positions along with the new consolettes and antenna system. An ATP will be provided during the implementation phase of this project depending on the customer requirement.

All tests will be performed as described in the Acceptance Test Plan reviewed at the Design Review and the Acceptance Test Procedures mutually approved prior to the start of Acceptance Testing. During acceptance testing, the console system will be tested and the results documented as defined in the Acceptance Test Plan.

This testing is meant to test the hardware, software, and functionality of the console position. The customer representatives have the option to witness or to not witness the conducting of the field acceptance test. The TOWN OF PROSPER representatives are encouraged to witness field testing in order to gain a better understanding of the system and test process.

SECTION 2

# STATEMENT OF WORK

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		

Tasks	Motorola Solutions	Customer
<b>Contract Finalization and Team Creation</b>		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
<b>Project Administration</b>		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
<b>Design Review</b>		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	

Tasks	Motorola Solutions	Customer
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing.		X
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
<b>SITE PREPARATION AND DEVELOPMENT</b>		
<b>Site Access</b>		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
<b>Site Planning</b>		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	

Tasks	Motorola Solutions	Customer
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.	X	
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of Telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.		X
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
Ensure that required rack space is available for installation of the new equipment.	X	X
Deliverable: Information and permitting requirements completed at each site.		
<b>General Facility Improvements</b>		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Deliverable: Sites meet physical requirements for equipment installation.		
<b>SYSTEM INSTALLATION</b>		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	X	

Tasks	Motorola Solutions	Customer
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
<b>Equipment Shipment and Storage</b>		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
<b>General Installation</b>		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
<b>Antenna and Transmission Line Installation</b>		
Install antennas, including supplying and installing new side arm mounts	X	

Tasks	Motorola Solutions	Customer
Install transmission lines required for system.	X	
Perform sweep tests on transmission lines.	X	
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	X	
Supply and install ground buss bar at the bottom of each antenna support structure.	X	
Deliverable: Antenna and Transmission Line installed.		
<b>Console Installation and Configuration</b>		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install a Voice Processor Module (VPM) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
<b>Control Station Installation and Configuration</b>		
Provide the locations of control stations at each site.		X
Survey mounting locations and develop control station installation plan.	X	
Provide adequate space, grounding, and power for the control station installation.		X
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	
Provide an elevated antenna mounting location, and adequate feed-line routing and support.		X
Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	X	
Install RF local control stations identified in the equipment list.	X	
Perform control station programming.	X	
Deliverable: Control station equipment installation completed.		
<b>Logging Equipment Installation and Configuration – Optional</b>		
Supply logging equipment.		X
Provide interface to logging equipment.		X
Deliverable: Logging equipment installation completed.		



Tasks	Motorola Solutions	Customer
<b>Develop Console Fleetmap</b>		
Review and determine modifications to existing fleetmap if applicable.		X
Review Fleetmapping requirements with Customer, including user ID and talkgroup structures.	X	
Designate user group representatives for the user groups, to make timely decisions on their behalf.		X
Provide advisory input during fleetmap development.	X	
Develop templates.	X	
Participate in a meeting to finalize any changes among user groups.	X	X
Review and approve fleetmap templates.		X
Program approved templates into console.	X	
Deliverable: Fleetmap plan completed and approved by Customer.		
<b>SYSTEM OPTIMIZATION AND TESTING</b>		
<b>R56 Site Audit</b>		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
<b>Solution Optimization</b>		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
<b>Functional Acceptance Testing</b>		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that	X	

Tasks	Motorola Solutions	Customer
corrective action has been taken.		
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Deliverable: Completion of functional testing and approval by Customer.		
<b>PROJECT TRANSITION</b>		
<b>Cutover and Punchlist Resolution</b>		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that users can operate on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
<b>Transition to Warranty</b>		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		

Tasks	Motorola Solutions	Customer
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following (as applicable to the design): <ul style="list-style-type: none"> <li>- Site Block Diagrams.</li> <li>- Site Floor Plans.</li> <li>- Site Equipment Rack Configurations.</li> <li>- Antenna Network Drawings for RF Sites (where applicable).</li> <li>- ATP Test Checklists.</li> <li>- Functional Acceptance Test Plan Test Sheets and Results.</li> <li>- Equipment Inventory List.</li> <li>- Console Programming Template (where applicable).</li> <li>- Maintenance Manuals (where applicable).</li> <li>- Technical Service Manuals (where applicable).</li> </ul> Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

SECTION 3

# EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0273	MASTER SITE CONFIGURATION

1	CA02629AD	ADD: EXPAND 7.18 M CORE
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
0		
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
2	CA00899AA	ADD: MCC 7500 DISPATCH CONSOLE SOFTWARE REFRESH LICENSE
2	B1933	MOTOROLA VOICE PROCESSOR MODULE
2	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
2	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
2	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
2	CA00147AF	ADD: MCC 7500 SECURE OPERATION
2	CA00143AC	ADD: DES-OFB ALGORITHM
2	CA00182AB	ADD: AES ALGORITHM
2	CA00245AA	ADD: ADP ALGORITHM
2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
2	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
4	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
4	B1912	MCC SERIES DESKTOP SPEAKER
2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
4	B1913	MCC SERIES HEADSET JACK
4	RLN6099A	HDST MODULE BASE W/PTT, 25 FT CBL
4	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
2	T7885	MCAFFEE WINDOWS AV CLIENT
1	DDN2250	DUAL IRR SW USB HASP W LICENSE, SOUND CARD, & SPKRS (V48)
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
2	T8492	SITE AND HUB ROUTER AND FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01246AA	ADD: MCC 7500 CONV SITE UPGRADE
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
2	DS11011001	SPD, SHIELDED RJ-45 JACK, SINGLE LINE 10/100BT PROTECTOR PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
1	DS11011188	
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	3182602Y06	GROUNDING BUS BAR

4	0784469Y02	BRKT, CBL SUPPORT
0		
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	T8492	SITE AND HUB ROUTER AND FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	DLN6781	FRU: POWER SUPPLY
0		
0		
2	L30TSS9PW1 N	APX CONSOLETTTE DUAL BAND
2	GA00244	ADD: 7/800MHZ PRIMARY BAND
2	GA00308	ADD: VHF MP SECONDARY BAND
2	GA00579	ADD: ENABLE DUAL BAND OPERATION
2	G806	ADD: ASTRO DIGITAL CAI OPERATION
2	G51	ENH: SMARTZONE OPERATION APX
2	G361	ENH: P25 TRUNKING SOFTWARE APX
2	GA00580	ADD: TDMA OPERATION APX
2	G996	ENH: OVER THE AIR PROVISIONING
2	GA09008	ADD: GROUP SERVICES
2	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
2	G90	ADD: NO MICROPHONE NEEDED
2	CA01598	ADD: AC LINE CORD US
2	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
2	GA00318	ADD: 5Y ESSENTIAL SERVICE
2	HKN6184C	CABLE CH, PROGRAMMING,USB
2	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
0		
1	DSCC80703	OMNI, CORPORATE COLLINEAR, 3 DBD, 746-870 MHZ, PIM & 25 KW PIP RATED
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DSTSXFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE

1	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
100	L3570	FSJ4RK-50B CABLE: 1/2" SUPERFLEX FOAM COAX BLCK FIRE RETARDANT JCKT,
0		
0		
1	DSCC80703	OMNI, CORPORATE COLLINEAR, 3 DBD, 746-870 MHZ, PIM & 25 KW PIP RATED
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
100	L3570	FSJ4RK-50B CABLE: 1/2" SUPERFLEX FOAM COAX BLCK FIRE RETARDANT JCKT,
0		
0		
1	DSDS1E03F36UD	140-150 MHZ,2.6 DBD,OMNI FIBERGLASS ANTENNA W/ 7/16 DIN
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DSVHF50D MAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
100	L3570	FSJ4RK-50B CABLE: 1/2" SUPERFLEX FOAM COAX BLCK FIRE RETARDANT JCKT,
0		
0		
1	DSDS1E03F36UD	140-150 MHZ,2.6 DBD,OMNI FIBERGLASS ANTENNA W/ 7/16 DIN
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DSVHF50D MAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
100	L3570	FSJ4RK-50B CABLE: 1/2" SUPERFLEX FOAM COAX BLCK FIRE RETARDANT JCKT,
0		

SECTION 4

# ESSENTIAL PLUS SERVICES

Motorola has included Essential plus services for the Warranty Year (1<sup>st</sup> year) in the proposed pricing. Pricing for Years 2 to 5 is provided as an option for the City of Prosper’s consideration.

## 4.1 ESSENTIAL PLUS SERVICES OVERVIEW

In order to ensure the continuity of Town of Prosper’s Dispatch network and reduce system downtime Motorola Solutions proposes our Essential Plus Services offering to the Town. Appropriate for customers who wish to leverage Motorola Solutions’ experienced personnel to maintain mission-critical communications for their first responders, Essential Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and on-site support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- On-site Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Remote Security Patch Installation.
- Network Updates.

These services will be delivered to Town of Prosper through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within our Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

## 4.2 ESSENTIAL PLUS SERVICES DESCRIPTIONS

### 4.2.1 Centralized Service Delivery

Motorola Solutions’ support staff, located at our Service Desk and Solutions Support Center (SSC), will provide centralized support. These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Town of Prosper’s system.

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between Town of Prosper, third-party subcontractors and manufacturers, and Motorola Solutions. When the City personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using our Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting Town of Prosper’s inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.



As the Service Desk opens tickets, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola Solutions' recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provides direct telephone support to Town of Prosper will also provide **Network Event Monitoring** to the Town's network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor Town's system, often identifying and resolving anomalous events before they might affect user communications.

## 4.2.2 Field Service Delivery

On-site repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

**On-Site Support** provides local, trained and qualified technicians who will arrive at Town of Prosper Dispatch location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or Field Replacement Unit (FRU) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Town of Prosper location in order to remedy equipment issues based on the impact of the issue to overall system function.

**Annual Preventive Maintenance Service** provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

## 4.2.3 Network Hardware Repair

Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions equipment, and coordinate the repair of third-party solution components.

## 4.2.4 Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide Town of Prosper with pre-tested security updates, pre-tested and remotely installed by Motorola Solutions on Town of Prosper's Dispatch system. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on City's network. Once an update is fully tested and ready for deployment in Town of Prosper's system, Motorola Solutions will remotely install it onto City's system, and notify City of Prosper that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or

workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website.

## 4.2.5 Network Updates

With our proposed **Network Updates Service**, Motorola Solutions commits to sustain Town of Prosper’s ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that City of Prosper has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable City of Prosper to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola Solutions will minimize any interruption to system operation during each network update, with minimal reliance on City’s personnel.

## 4.3 MOTOROLA SOLUTIONS’ SERVICES CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions’ team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

### 4.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, our Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.

### 4.3.2 On-Site Service through a Field Service Team

On-site maintenance and repair of City of Prosper’s Dispatch system will be provided by Motorola Solutions’ local team of service personnel. Motorola Solutions will provide City of Prosper with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to City’s service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for on-site service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or Field Replacement Unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the

field technician will notify the SSC that the system is restored. The SSC, in turn, will notify City of Prosper that the system is restored to normal operation and request approval to close the case.

### 4.3.3 Centralized Repair Management through Motorola Solutions' Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate City of Prosper's Dispatch network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in City of Prosper's Dispatch system. All components being repaired are tracked throughout the process, from shipment by City of Prosper to return through a case management system where users can view the repair status of the equipment via a web portal.

### 4.3.4 Direct Access to System Information through MyView Portal

Supplementing Motorola Solutions' proposed services plan for City of Prosper is access to MyView Portal, the Motorola Solutions' online system information tool (see the figure titled "MyView Portal"). MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, the City administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.



Figure 1-1: MyView Portal offers real-time, role-based access to critical system and services information.

# LIFECYCLE PLANNING

Motorola has provided an optional lifecycle pricing for Years 2 to 5 for Town of Prosper’s consideration.

The ASTRO 25 system is an integrated end-to-end solution designed for delivery of mission-critical land mobile radio services. The foundation of the ASTRO 25 platform is an information technology (IT) based core, which incorporates both Motorola and commercially developed software and hardware products. The embedded components of the ASTRO 25 system take advantage of the latest technology available through Motorola and its partners to provide an optimized standards-based solution that could not otherwise be developed in-house alone. Similar to other IT systems, which leverage products from multiple original equipment manufacturer (OEM) partners, over time, due to normal advancements in technology, individual components within the ASTRO 25 platform, will require update and replacement. Lifecycle planning for the ASTRO 25 system is essential to ensure maximum availability and utility to the end users, and to protect the stakeholders’ investment in the platform. As with IT computing platforms and other enterprise business systems, commercial OEM products that frequently change and transition primarily, drive the pace of technology obsolescence into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may become more vulnerable to security attacks. Additionally, non-current systems may not be able to take advantage of advancements in technology, which may provide enhanced features and performance, and may limit the ability to expand. Development of a lifecycle plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well-developed lifecycle plan provides several benefits to the system owner and users of the system along six critical dimensions:

1. Operations sustainment – Ability to maintain highest level of performance and functionality of the system operations.
2. Network security and information assurance – Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to mandated security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. Support for growth and expansion – Ability to add users, channel and features; expand system coverage and capabilities and/or add-on new agencies.
4. Fiscal stability – Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. Conformance to grant provisions – Conformance with DHS Grant funding requirements (e.g. SAFECOM 111890) which dictate compliance to security, interoperability and system maintenance provisions.
6. CapEx ROI – Protection against premature deterioration and obsolescence, and extension of the system lifespan thereby reducing the total cost of ownership.

## 5.1.1 Motorola Commitment

Motorola is committed to supporting the ASTRO 25 platform for an extended period. Support coverage for the platform is aligned with the typical system lifespan customers' experience, which often spans across multiple decades. To sustain the platform lifespan, Motorola makes on-going investments to regularly refresh the underlying components to address normal technology obsolescence and apply security safeguards. A primary goal of technology refresh is to maximize backwards compatibility thereby mitigating the need to replace the entire platform.

Motorola works closely with both customers and government to ensure that solutions offered meet stated requirements and regulations. The product development process for the ASTRO 25 platform is designed to coordinate with standards bodies, regulatory agencies, customer needs and technology advancements. As a result, the ASTRO 25 platform is designed with Project 25 standards to ensure fully interoperable digital communications.

Motorola also works with its technology partners to incorporate new product versions into the ASTRO 25 platform through a system certification process, thus ensuring compatibility of new third-party products. As products are discontinued due to technology obsolescence, Motorola incorporates replacement versions thereby avoiding the need to replace the entire platform. The certification process also enables Motorola to continue support for discontinued third-party products, in some cases several years beyond the last general availability date from the OEM.

## 5.1.2 Motorola Standard Parts Statement

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment exclusive of third party IT equipment (e.g. servers, pc's) for seven (7) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts.

## 5.1.3 Lifecycle Product Portfolio for Technology Refresh and Security Services

To address technology refresh and security services, Motorola provides periodic software updates that are aligned with OEM update schedules and planned Motorola system enhancement timelines.

Additionally, Motorola integrates hardware updates that are aligned with OEM cancellations and technology advancements. All system updates are pre-tested and certified in a systems integration test lab to ensure the transition between releases can be executed with the least amount of interruption to the system operation.

The Motorola lifecycle management portfolio includes several levels of offering to address the technology refresh and security requirements of the ASTRO 25 platform.

The following products can be customized to leverage a solution of in sourcing and out-sourcing to create a "right-sourced" solution that is aligned the system owners' resources and capabilities.

### Software Products

- **Anti-virus Definition Update** – Available on a weekly basis via extranet web site or optional automated push, includes commercial anti-virus definitions for third-

party operating system software. High-priority update may be released for anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain).

- **Minor Release (patch release)** – Available on a monthly/quarterly basis via extranet web site or optional automated push, includes security patch updates to third-party operating system (OS) and application software as well as host-based intrusion detection sensor (IDS) signature file updates for Motorola supplied equipment. Updates occur monthly for Microsoft Windows and quarterly for Oracle, Sun Microsystems and Red Hat Unix/Linux OS and IDS signature files.
- **Information Assurance Remediation** – Available on a quarterly basis includes remediation recommendation to address Information Assurance Vulnerability Management (IAVM) Alerts issued by the Department of Defense Computer Emergency Response Center (DoD- CERT), and OEM bulletins and technical tips (Microsoft, Oracle, Solaris, RedHat, Adobe, etc.). Recommendations for remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control.
- **Major Release (system release)** – Available up to 1 every 12 months, and may include third- party software and Motorola system software updates which provide enhancements to existing features and the addition of significant new features which are available for purchase. Additionally, included are updates to Motorola subscriber programming software.

**Hardware and Implementation Products**

- **Hardware Refresh** – Version updates and/or replacements for Motorola field replaceable unit (FRU) hardware and third-party networking and computing hardware. (Replacement of legacy product platforms such as Quantar base stations, Centracom dispatch consoles excluded).
- **Implementation Services** – Technical support and operational resources such as field engineering, system technologist, project management and local service shop resources to provide end-to-end design, on-site implementation and project management services.
- **Regional Partner Invoicing** – Separate billing structure to enable large system owners the ability to purchase maintenance agreements for their sites while separating out the maintenance agreement billing for the other agencies that operate on the system.

5.1.3.1 Software Maintenance Agreement (SMA)

**Overview**

Due to normal advancements in technology, individual components within the ASTRO 25 platform will require periodic update and replacement to mitigate network vulnerabilities and address technology obsolescence. The Motorola Software Maintenance Agreement

complements the lifecycle of the ASTRO 25 system by providing periodic software updates, which safeguard and enhance the operation, and extend the lifespan of the ASTRO 25 system. SMA provides system release software for Motorola and third party infrastructure products, radio subscriber units; product programming software as well as commercial OS patch updates. Additionally, Motorola integrates all third party OEM updates, pre-tests, and certifies functionality and compatibility, mitigating risk of interference to the system operation.

Updated commercial and open source software incorporates the latest advancements in third-party technology and provides improvement in network security. Regular updates ensure commercial software remains within the OEM support coverage and may provide operational enhancements of previously purchased features. SMA not only provides a simple approach to updating the system, but owners can also realize up to 80% cost savings compared to individual procurement of software updates. The fixed price annual subscription also provides an approach for consistent budget planning and cost containment against unexpected changes. SMA is a flexible lifecycle management solution that allows the system owner to implement updates on their own schedule and incur hardware and implementation services expense at the time of upgrade.

**Included features**

	SMA
Anti-virus Definition Update	
Minor Release (patch release)	<input type="checkbox"/>
Information Assurance Remediation	
Major Release (system release)	<input type="checkbox"/>
Hardware Refresh	
Implementation Services	
Regional Partner Invoicing	available

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available
- Recommendations for IA remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control



- Major releases may include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Regional partner invoicing provides ability to separate invoicing across multiple agencies

### 5.1.3.2 System Upgrade Agreement (SUA)

#### Overview

Modern LMR systems are specialized Information Technology (IT) networks that are a hybrid composition of commercial off-the-shelf IT components, specialized Radio Frequency (RF) components and software designed to comply with standards-based specifications. To ensure the highest level of operation, allow for system expansion, provide maximum lifespan and protect the initial investment, regular update and replacement of individual software and hardware components is required.

The Motorola System Upgrade Agreement is comprehensive approach to technology refreshment of the ASTRO 25 system aligned with the Motorola lifecycle roadmap. As major system releases become available, the SUA will provide up to one system upgrade per annual contract term. The SUA is a complete package of hardware, software and implementation services required to update the ASTRO 25 system to an eligible system release with an equivalent level of functionality.

Updates to OEM components ensure availability of repair services support and may provide increased capacity and processing speed. Regular updates enable system expansion (i.e. expansion of RF sites, dispatch positions, data sub-systems, network management positions, etc.). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation with minimal reliance on owner resources. SUA ensures the ASTRO 25 system functions at the highest level of operation, allows for expansion, feature enhancement, and maximizes the lifespan of the investment.

For owners that are committed to upgrading their system on a regular basis, SUA provides a consistent budgeting solution that provides complete coverage.

#### Included features

	SUA	SUA II
Anti-virus Definition Update		
Minor Release (patch release)	<input type="checkbox"/>	<input type="checkbox"/>

Information Assurance Remediation		
Major Release (system release)	<input type="checkbox"/>	<input type="checkbox"/>
Hardware Refresh	<input type="checkbox"/>	<input type="checkbox"/>
Implementation Services	<input type="checkbox"/>	<input type="checkbox"/>
Regional Partner Invoicing	available	available
Major upgrades in 2 yr period	Up to 2	Up to 1

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available
- Recommendations for IA remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control.
- Major releases may include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Hardware refresh may include version updates and/or replacements for Motorola FRU and third-party networking and computing hardware
- Implementation services includes all in-house and on-site resources to implement and test major release update
- Regional partner invoicing provides ability to separate invoicing across multiple agencies
- As major releases become available, the SUA II configuration covers up to one major release upgrade per every two-year contract term, while the SUA configuration covers up to one major release upgrade per annual contract term.

SECTION 6

# PRICING

Motorola is pleased to provide the following equipment and services to the Town of Prosper for procurement of two MCC 7500 consoles.

<b>CITY OF PROSPER CONSOLE SOLUTION</b>	<b>Pricing</b>
Proposed Equipment (List Price)	\$188,861.00
HGAC Discount on Equipment	<b>(\$33,424.00)</b>
<b>Discounted Equipment Total</b>	<b>\$155,437.00</b>
Implementation Services	\$219,093.00
Warranty Services - Year 1 (Included)	
Discount on Implementaton services	<b>(\$25,937.00)</b>
<b>Services Total</b>	<b>\$193,156.00</b>
<b>System (Equipment, Services &amp; Warranty) Total</b>	<b>\$348,593.00</b>
One-Time Management Incentive for PO by 10.31.2019	<b>(\$13,011.00)</b>
<b>SYSTEM GRAND TOTAL</b>	<b>\$335,582,.00</b>

\*HGAC CONTRACT RA05-18

The below Post-Warranty services, which includes “Warranty Services 2021-2024” and “System Upgrade Agreement II 2021-2024,” are optional and not included in the total above. These services may be purchased at any time before the end of the initial Warranty Period.

**Post-Warranty Services - Advance Plus & System Upgrade Agreement (SUA) II**

<b>System Upgrade Agreement II</b>	<b>Pricing</b>
Post-Warranty Services – Advance Plus 2021 & SUA II	\$29,840.73
Post-Warranty Services – Advance Plus 2022 & SUA II	\$30,368.78
Post-Warranty Services – Advance Plus 2023 & SUA II	\$30,911.90
Post-Warranty Services – Advance Plus 2024 & SUA II	\$31,472.77
<b>Post Warranty and SUA II TOTAL</b>	<b>\$122,594.18</b>

SECTION 7

# PAYMENT

## System Purchase

1. Equipment will be invoiced upon shipment
2. Implementation services will be invoiced upon completion of installation

Motorola may make partial shipments of Equipment and will request payment upon shipment of such Equipment. In addition, Motorola will invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the Equipment shipped/services performed will be determined by the value of the shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall System package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber Equipment values to total Contract Price. Overdue invoices will bear simple interest at the maximum allowable rate.

**For Lifecycle Support Plan and Subscription Based Services:  
 Motorola will invoice Customer annually in advance of each year of the plan.**

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately.

The qualifications of each type and level of resource are defined in the tables found at Motorola Solutions Inc.'s website. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

SECTION 8

# TERMS AND CONDITIONS

## SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas (“Motorola” or “Seller”) and Town of Prosper, a body corporate and politic (“Purchaser”).

### WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, Houston-Galveston Area Council (“H-GAC”), acting as the agent for various local governmental entities who are “End Users” under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2018 (the “Contract”), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

- Exhibit A      General Provisions.
- Exhibit B      Motorola Software License Agreement.
- Exhibit C      Technical and Implementation Documents, consisting of: Motorola’s proposal all dated September 6th, 2019.
- Exhibit D      Motorola/H-GAC Contract dated May 1, 2018.
- Exhibit E      Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## **Section 1 SCOPE OF WORK**

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

- (1) Provide a designated Project Director.
- (2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.
- (3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.
- (4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.
- (5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

## **Section 2 SITES**

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

## **Section 3 SUBSURFACE/STRUCTURAL CONDITIONS**

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall

promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

#### **Section 4 PERIOD OF PERFORMANCE**

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

#### **Section 5 ACCEPTANCE CRITERIA**

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.



C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

## **Section 6 PAYMENT SCHEDULE**

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of Three Hundred Thirty-Five Thousand, Five Hundred Eighty-Two dollars (\$335,582.00), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C". Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due when Purchaser executes this Agreement;
2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. 10% of the total contract price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

- (i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.
- (ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2018.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

### **Section 7 PROJECT MANAGEMENT**

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

### **Section 8 NOTICE ADDRESSES**

A. Motorola Solutions, Inc.  
500 W. Monroe Street, 43rd Floor  
Chicago, IL 60661  
Attn.: Law Department

B. Town of Prosper  
P.O. Box 307  
Prosper, TX 75078  
Attn: Town Manager

C. Houston-Galveston Area Council  
3555 Timmons Lane, Suite 120  
Houston, Texas 77027  
Attn.: Public Services Manager

### **Section 9 ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents, consisting of Motorola's proposal all dated September, 2019.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Exhibit D Motorola/H-GAC Contract dated May 1, 2018.

## **Section 10 DISPUTES**

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

## **Section 11 SEVERABILITY**

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

## **Section 12 HEADINGS AND SECTION REFERENCES**

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

### Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

### Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

**MOTOROLA SOLUTIONS, INC.**

**PURCHASER**

By: Brad Rice  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Brad Rice  
(Print - Block Letters)

Name: Harlan Jefferson  
(Print - Block Letters)

Title: Area Sales Manager  
(Print - Block Letters)

Title: Town Manager  
(Print - Block Letters)

Date: June 14, 2019

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

**EXHIBIT A  
GENERAL PROVISIONS  
MOTOROLA SOLUTIONS, INC.**

**Section 1      STANDARDS OF WORK**

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

**Section 2      TAXES**

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

**Section 3      SHIPPING, TITLE AND RISK OF LOSS**

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

**Section 4      CHANGES IN THE WORK**

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

**Section 5      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

**Section 6      EXCUSABLE DELAYS**

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

**Section 7      DEFAULT**

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as

permitted by this Section, and completes the System through a third party, Purchaser may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Purchaser elects to terminate this Agreement for any reason other than default, Purchaser shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed through the date of termination.

## **Section 8 DELAYS BY PURCHASER**

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

## **Section 9 LICENSES/AUTHORIZATION**

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

## **Section 10 INDEMNIFICATION**

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## **Section 11 WARRANTIES**

A. **WARRANTY PERIOD.** Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the

warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. **SYSTEM FUNCTIONALITY.** Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

#### THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.
- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.



- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

## **Section 12 CONFIDENTIAL INFORMATION**

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

## **Section 13 SOFTWARE LICENSE**

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

## **Section 14 PATENT INDEMNIFICATION**

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the

same conditions, Motorola will pay all damages finally awarded against Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

## **Section 15     DISCLAIMER OF PATENT LICENSE**

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

## **Section 16     WAIVER**

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

### **Section 17 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

### **Section 18 ASSIGNABILITY**

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Purchaser. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement..

### **Section 19 SURVIVAL OF TERMS**

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

### **Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS**

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User

may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

## **Section 21 MAINTENANCE SERVICE**

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

## Exhibit B

### Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Town of Prosper ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### **Section 1           DEFINITIONS**

1.1       “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2       “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3       “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4       “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5       “Primary Agreement” means the agreement to which this exhibit is attached.

1.6       “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7       “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### **Section 2           SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### **Section 3           GRANT OF LICENSE**

3.1.       Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable

prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

**6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

## **Section 7 TRANSFERS**



Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access

to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

#### **Section 11      LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

#### **Section 12      NOTICES**

Notices are described in the Primary Agreement.

#### **Section 13      GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be

*Item 10.*

guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit C**  
**Technical and Implementation Documents**  
**SEE MOTOROLA'S PROPOSAL DATED SEPTEMBER**  
**6th, 2019**

*Item 10.*

**Exhibit D**

**Motorola/H-GAC Contract dated May 1, 2018.**

# H-GAC

Attachment 1

Item 10.

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

**Cooperative Agreement - Motorola Solutions, Inc. - Public Services - 18-00196**

## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, 44th Floor, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

Both parties warrant and assure that each possesses adequate legal authority to enter into this Agreement. The governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the respective parties to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5: SCOPE OF SERVICES**

**ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins May 01 2018 and ends Apr 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

**ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

**ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

**ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 11: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

**ARTICLE 12: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit

those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H- GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to re may be cause for termination of the Agreement.

Item 10.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

**ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

**ARTICLE 14: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

**ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

*A. Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

*B. Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

**ARTICLE 16: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid



or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Attachment 1

Item 10.

### **ARTICLE 17: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

### **ARTICLE 18: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

### **ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis • Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of

knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

**ARTICLE 21: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

**ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

**ARTICLE 23: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 24: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 25: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of

its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H • GAC's final decision.

Item 10.

**ARTICLE 26: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 27: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**Motorola Solutions, Inc.**

DocuSigned by:  
Signature  
*Travis Boettcher*  
970050FB3ADC4F5...

Name Travis Boettcher

Title vice president

Date 7/25/2018

**H-GAC**

DocuSigned by:  
Signature  
*Chuck Wemple*  
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 7/24/2018

# H-GAC

Item 10.

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Motorola Solutions, Inc. - Public Services - 18-00196

18-00196

## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER AGREEMENTS ("EUA")**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the **END USER**.

**EXCEPTION:** This clause shall not be applicable to the sale of large communications systems (one

million dollars (,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.

Attachment 1  
Item 10.

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Any liquidated damage terms will be determined between Contractor and End User at the time End User's purchase order is placed.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage:

- a. **General liability** insurance with a Single Occurrence limit of at least ,000,000.00, and a General Aggregate limit of ,000,000.

**Product liability** insurance with a Single Occurrence limit of at least ,000,000.00, and a

General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Attachment 1

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**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is ,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. PDF Insurance Certificates must be furnished to **H-GAC** after contract execution and at policy renewal during term of contract, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

#### **ARTICLE 10: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

## Attachment A

Motorola Solutions, Inc.

Radio Communication/Emergency Response &amp; Mobile Interoperability Equipment

Contract No.: RA05-18

H-GAC Product Code	Item Description (Offeror may not change any description or add items)	Offered Price
NA	<i>Per the RFP Motorola Solutions has included an Electronics Catalogue for our equipment on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.</i>	
	<i>Motorola Solutions offers this extensive on-line program called Motorola Solutions On-Line that allows each H-GAC end the user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	
NB	<i>Per the RFP Motorola Solutions has included an Electronics Catalogue on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.</i>	
NC	<b>Mobile Command Interoperable Communication Equipment &amp; Services</b>	
ND	<b>Motorola Solutions Integration Services LMR</b>	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	Project Management Daily Rate*	\$ 1,818.00
ND	System Engineering Daily Rate*	\$ 1,818.00
ND	System Technologist Daily Rate*	\$ 2,173.00
ND	Standard Shop Installation: Hourly Rate*	\$ 150.00
ND	Standard Shop Installation: Daily Rate*	\$ 1,200.00
ND	Mobile Radio Installation*	\$180-\$500
ND	Radio Programming*	\$55-\$125
ND	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
ND	<b>Motorola Solutions Integration Services Advanced Services</b>	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
ND	Security Project/Program Management-Daily Rate*	\$1,694
ND	Wireless Security Technician-Daily Rate*	\$1,580
ND	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580



ND	Secutriy Trainer-Daily Rate*	\$1,328
ND	Application Security Code Reviewer-Daily Rate*	\$2,033
ND	IT Incident Response and E-Discovery Assitance-Daily Rate*	\$1,694
ND	IT Disaster Recovery Planner-Daily Rate*	\$1,580
ND	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
ND	Buisness Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
ND	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
ND	Mobile Application Services Project Management-Daily Rate*	\$565
ND	Mobile Application Services System Engineer-Daily Rate*	\$565
ND	Mobile Application Services Solution Architech-Daily Rate*	\$2,033
ND	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
ND	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
ND	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
ND	Application Integration and Customization Services System Engineer-Daily Rate*	\$1,694
ND	Application Integration and Customization Services Solution Architech-Daily Rate*	\$2,033
ND	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
ND	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
ND	Unified Communications Services Project Management-Daily Rate*	\$1,694
ND	Unified Communications Services System Engineer-Daily Rate*	\$1,694
ND	Unified Communications Services Solution Architech-Daily Rate*	\$2,033
ND	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
ND	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694
ND	Consulting Services Project Management-Daily Rate*	\$1,694
ND	Consulting Services System Engineer-Daily Rate*	\$1,694
ND	Consulting Services Solution Architech-Daily Rate*	\$2,033
ND	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
ND	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
ND	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
ND	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$2,033

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<b>APC DISCOUNTS PER ECAT/MOL PRICEBOOK</b>		
020	CAD Equipment	List
039	CAD Equipment	10%
068	CAD Equipment	10%
232	CAD Equipment	10%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
472	CAD Equipment	10%
473	CAD Equipment	List
548	CAD Equipment	10%
702	CAD Equipment	10%

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789	CAD Equipment	10%
797	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
138	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
170	Data Subscriber Devices	15%
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
139	Dispatch Solutions	List
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	14%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
551	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%
740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%

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708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
272	Fixed Stations	20%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
298	Infrastructure Repair	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List
904	Lifecycle Services	List
905	Lifecycle Services	List

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051	LTE	10%
051	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
171	LTE	10%
375	LTE	List
708	LTE	10%
941	LTE	15%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
133	Misc. Equipment	15%
299	Misc. Equipment	15%
629	Misc. Equipment	10%
682	Misc. Equipment	20%
887	Misc. Equipment	18.50%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	10%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
466	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	20%
500	Mobile Stations	25%
511	Mobile Stations	10%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
681	Mobile Stations	25%

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761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
216	MOTOTRBO	20%
422	MOTOTRBO	20%
475	MOTOTRBO	20%
516	MOTOTRBO	20%
557	MOTOTRBO	10%
563	MOTOTRBO	20%
777	MOTOTRBO	20%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
001	Portable Radiophone (Portables)	20%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
032	Portable Radiophone (Portables)	20%
037	Portable Radiophone (Portables)	20%
087	Portable Radiophone (Portables)	10%
128	Portable Radiophone (Portables)	20%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
206	Portable Radiophone (Portables)	20%
209	Portable Radiophone (Portables)	20%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
446	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	25%
456	Portable Radiophone (Portables)	20%

Item 10.

458	Portable Radiophone (Portables)	25%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
477	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	25%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
579	Portable Radiophone (Portables)	25%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	25%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25%
756	Portable Radiophone (Portables)	25%
778	Portable Radiophone (Portables)	20%
785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
986	Portable Radiophone (Portables)	List
		List
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List

Item 10.

769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
206	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
085	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
085	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
218	Wireless Mobility	15%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%
	Package Discounts - Packages for System 01A7	List
	Package Discounts - Packages for System 03BA	List
	Package Discounts - Packages for System 1027	List

Item 10.

*Item 10.*

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**Exhibit E**  
**Service Terms and Conditions**

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

**Section 1      APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

**Section 2      DEFINITIONS AND INTERPRETATION**

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

**Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

**Section 4      SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

**Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

**Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

**Section 7 CUSTOMER Contact**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

**Section 8 PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

**Section 9 WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 10 DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it

under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12      EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13      PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

**Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

**Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

**Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

**Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

## FIRE DEPARTMENT



**To: Mayor and Town Council**

**From: Stuart Blasingame, Fire Department**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – October 22, 2019**

---

**Agenda Item:**

Consider and act upon approving the purchase and installation of dispatch console furniture, from Watson Furniture Group, Inc., through a National Cooperative Purchasing Alliance (NCPA) contract.

**Description of Agenda Item:**

Watson Consoles is providing the console furniture as part of the new Prosper Police building. This will include delivery and setup for four dispatch positions and all setup and implementation services.

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

The Town of Prosper entered into an interlocal agreement with NCPA in May 2018. Participation in the program allows our local government to purchase goods and services through the cooperative program, while satisfying all competitive bidding requirements.

**Budget Impact:**

The total amount of this purchase is \$64,759.77 and will be funded by the Police Station and Dispatch Facility Furniture, Fixtures, and Equipment 750-6610-10-00-1906-FC.

**Attached Documents:**

1. Proposal

**Town Staff Recommendation:**

Town staff recommends approving the purchase and installation of dispatch console furniture, from Watson Furniture Group, Inc., through a National Cooperative Purchasing Alliance (NCPA) contract.

**Proposed Motion:**

I move to approve the purchase and installation of dispatch console furniture, from Watson Furniture Group, Inc., through a National Cooperative Purchasing Alliance (NCPA) contract.

00018685

Prosper Fire Department



**Watson Factory Rep** RMG Install  
**Address Line 1:** 2608 N. MAIN STREET

**Specified For:** Prosper Communciations  
**Address Line 1:** New Building - Address TBA

**City:** BELTON  
**State:** TX

**City:** Prosper  
**State:** TX

**Sales Person:** Jim Heinritz  
**Phone Number:** 972-768-3714

**Contact Name:** Stuart Blasingame  
**Phone Number:** 972-347-2424  
**Email Address:** stuart\_blasingame@prospertx.gov

Project Summary:

**NCPA (National Cooperative Purchasing Alliance) Contract**

**Contract Number: 07 - 48**

**Contract Period: 10/01/2015 – 10/31/2021**

**Includes Freight**

First & Future Phase Quoted Separately

First Phase: Qty 4 - Mercury Pro Consoles - 84" Primaries - 42" Screens + Acrylic (54" AFF)

Future Phase: Qty 2 - Mercury Pro Consoles - 84" Primaries - 42" Screens + Acrylic (54" AFF)

Each Console Includes:

Environmental Controls

In-Dash Power

Adjustable Height Array with Focal Depth Adjustable Monitor Arms

Cable Bridge

Cup Holder

Tech Cabinet with Adjustable Shelf

Techports: (2) 3.5mm, (2) CAT6, (1) RJ11/12, (1) USB Charger, (6) USB-A

(2) Bracket Mounted PDU's

Installation based on empty room, one trip, 1st floor with no prevailing wage or union requirements.

Lifetime+10 Warranty - Included at no additional cost

1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
2. Deposit may be required with order; Net 30 days of Shipment of Product.
3. Chairs are for representational purposes only.
4. Completed Order consists of a signed Contract or Purchase Order, Signed Drawings, Signed Color Selection Sheet, and Deposit.
5. Change Order Fee (minimum \$500) may be applicable for changes after 5 business days of submission.
6. Pricing will be valid for twelve (12) months after receipt of Purchase Order. PO must be received no later than 12/31/2019. Any orders that have not been manufactured within this time frame may be subject to a price change.

<b>Quote Date</b> 10/7/2019	<b>Expiration Date</b> 12/31/2019	<b>Watson Account Manager:</b> Natalie Thorne	<b>Page 188</b>
<b>Watson Consoles</b> 26246 Twelve Trees Lane NW Poulsbo WA 98370		<b>Watson Factory Rep Firm:</b> RMG Install	
This Document is Confidential & Proprietary (C) 2017 Watson Furniture Group, Inc. All Rights Reserved		<b>Prepared By:</b> Destiny Kelly	
360.394.1300		<b>File Name:</b> Prosper PD.03.cmdrw	

# First Phase

Item 11.

Project: Prosper Fire Department

**Sold to**

Company name: Prosper Communciations  
 Contact Person: Stuart Blasingame  
 Contact Phone: 972-347-2424  
 Contact Fax:

**Distributor**

Company name: RMG Install  
 Salesman: Jim Heinritz  
 Salesman Phone: 972-768-3714  
 Salesman Fax:

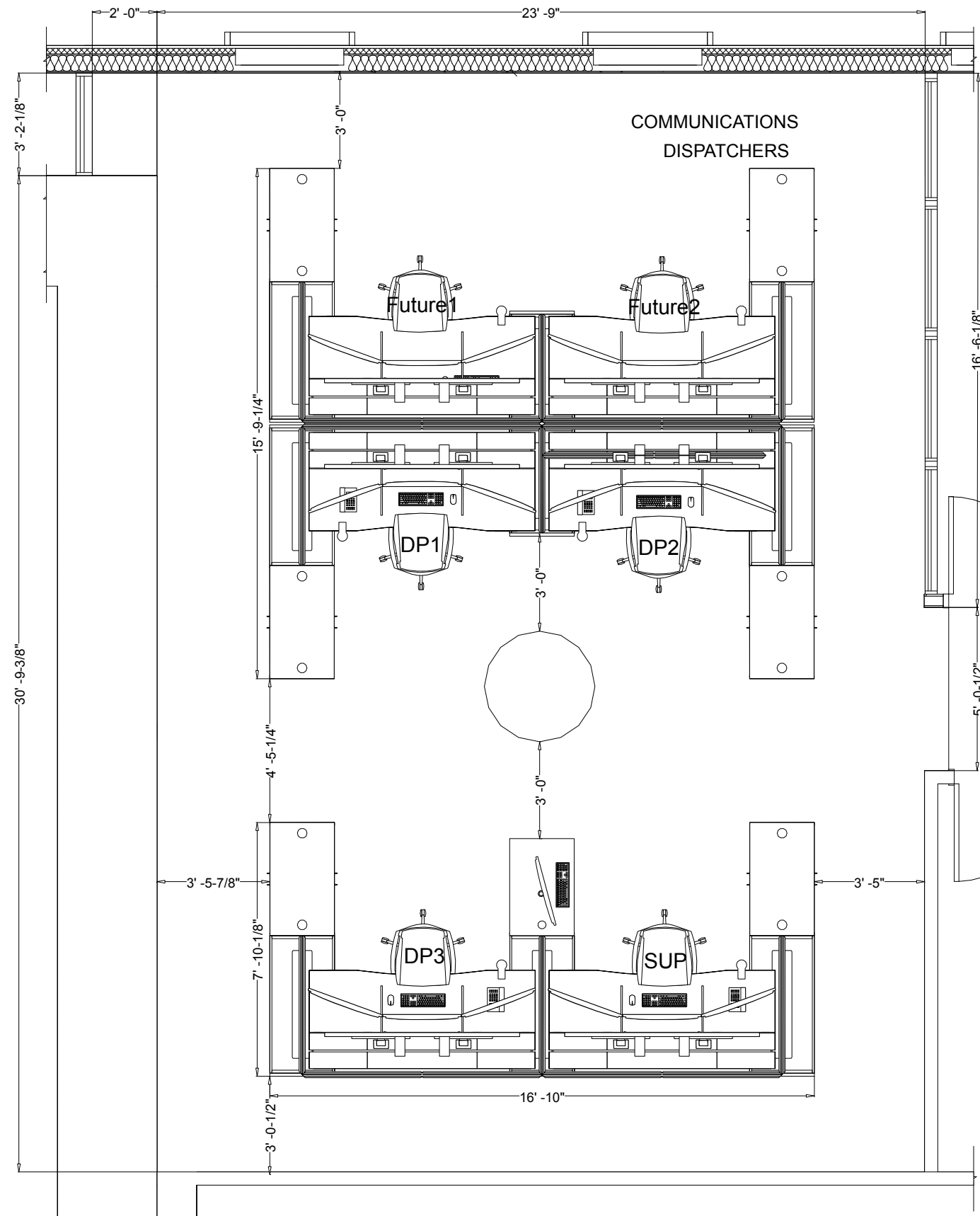


26246 Twelve Trees Lane NW Poulsbo, WA 98370  
 360.394.1300 watsonfurniture.com

#	Qty	Part Number	Description	Sell	Ext. Sell
<b>Current</b>					
1	4	149550-KIT	GROUNDING BAR, 1/4" x 2" 6", 10 HOLE KIT WITH INSULATORS AND MTG BRACKET	\$74.25	\$297.00
2	4	HACUP	ACCESSORY CUP HOLDER	\$0.00	\$0.00
3	1	HD6H243918C	MERCURY PRO HUB, 24"D x 39"W x 18"H, CENTER	\$2,601.00	\$2,601.00
4	1	HD6H245118C	MERCURY PRO HUB, 24"D x 51"W x 18"H, CENTER	\$2,801.25	\$2,801.25
5	2	HD6H245118L-N	MERCURY PRO HUB, 24"D x 51"W x 18"H, LEFT HAND, NO GROMMET	\$1,674.00	\$3,348.00
6	2	HD6H245118R-N	MERCURY PRO HUB, 24"D x 51"W x 18"H, RIGHT HAND, NO GROMMET	\$1,674.00	\$3,348.00
7	4	HD6W3684D	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 84"W x 24-50"H, WITH CONTOUR EDGE, DUAL MONITOR ARRAY	\$5,679.00	\$22,716.00
8	2	HG6CS84N	MERCURY CABLE BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 84"W CONSOLE, NO GROMMET	\$436.50	\$873.00
9	4	HGA	MERCURY ARRAY	\$886.50	\$3,546.00
10	1	HGBS2418S-C	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, CENTER	\$49.50	\$49.50
11	1	HGBS2418S-L	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, LEFT HAND	\$49.50	\$49.50
12	1	HGBS2418S-R	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, RIGHT HAND	\$49.50	\$49.50
13	1	HGSOCBKT42L	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$18.90	\$18.90
14	1	HGSOCBKT42R	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$18.90	\$18.90
15	1	HGSR3954FAS	MERCURY RETURN SCREEN, FABRIC AND TINTED ACRYLIC, 39"W X 54"H,	\$576.00	\$576.00
16	5	HGSR5154FAS	MERCURY RETURN SCREEN, FABRIC AND TINTED ACRYLIC, 51"W X 54"H,	\$607.50	\$3,037.50
17	2	HGSS8454FAS	MERCURY SPINE SCREEN, FABRIC AND TINTED ACRYLIC, 84"W X 54"H,	\$972.00	\$1,944.00
18	1	HGSWIBKT42	MERCURY INSIDE CORNER BRACKET, 42"H	\$14.85	\$14.85
19	1	HHC2418	MERCURY HUB COVER, 24"D x 18"H	\$29.25	\$29.25
20	2	HTB244230L	MERCURY TECHNOLOGY BASE, 24"D x 42"W x 30"H, LEFT HAND	\$1,233.00	\$2,466.00
21	2	HTB244230R	MERCURY TECHNOLOGY BASE, 24"D x 42"W x 30"H, RIGHT HAND	\$1,233.00	\$2,466.00
22	1	S17-2300-2436-P	MODIFIED HHC, HUB COVER, 24"D x *29.5"H*, WITH TOP, 24X36, *WITH MIRO BRIDGE LEG AS PER DRAWING*, *WITH 061333, 3" GROMMET FOR CABLE ACCESS IN SURFACE AND IN HUB COVER*	\$481.50	\$481.50
23	1	TRN40X	ROTATING RESOURCE, 40" DIAMETER, NO GROMMET	\$1,301.40	\$1,301.40
24	1	TXXGR2-1-1	SYNERGY MONITOR ARM - GROMMET MOUNT, FIXED HEIGHT, 2 ea. MONITORS (UP TO 21" - VERTICAL), NO FOCAL ADJUSTMENT	\$423.00	\$423.00
25	8	TXXTECHAUDIO25	TECH LINK, STEREO AUDIO JACK, (3.5mm CONNECTOR SIZE) - Black, 25Ft	\$16.20	\$129.60
26	8	TXXTECHDATA15	TECHLINK, DATA JACK (CAT6), RJ45, PASS THROUGH PANEL MOUNT - Black, 15 Ft	\$21.60	\$172.80
27	4	TXXTECHPH25	TECH LINK, PHONE JACK, (RJ11 / RJ12) - Black, 25Ft	\$12.15	\$48.60
28	4	TXXTECHUSB-CHG	TECH LINK, USB CHARGER INSERT	\$68.40	\$273.60
29	24	TXXTECHUSB15	TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black, 15Ft	\$19.80	\$475.20
30	8	s19-0324012	MODIFIED TXXNOTEPADTRAY - SLAT RAIL MOUNTED NOTEPAD TRAY *TO MOUNT 12 OUTLET PDU 0000408*	\$491.40	\$3,931.20
				<b>Total Current</b>	<b>\$57,487.05</b>

**Subtotal Product \$57,487.05**  
**INSTALL-WAT \$7,272.72**  
**Grand Total \$64,759.77**





**Sales Rep:**  
Jim Heinritz

**Account Manager:**  
Natalie Thorne

**Project Designer:**  
Destiny Kelley

T123

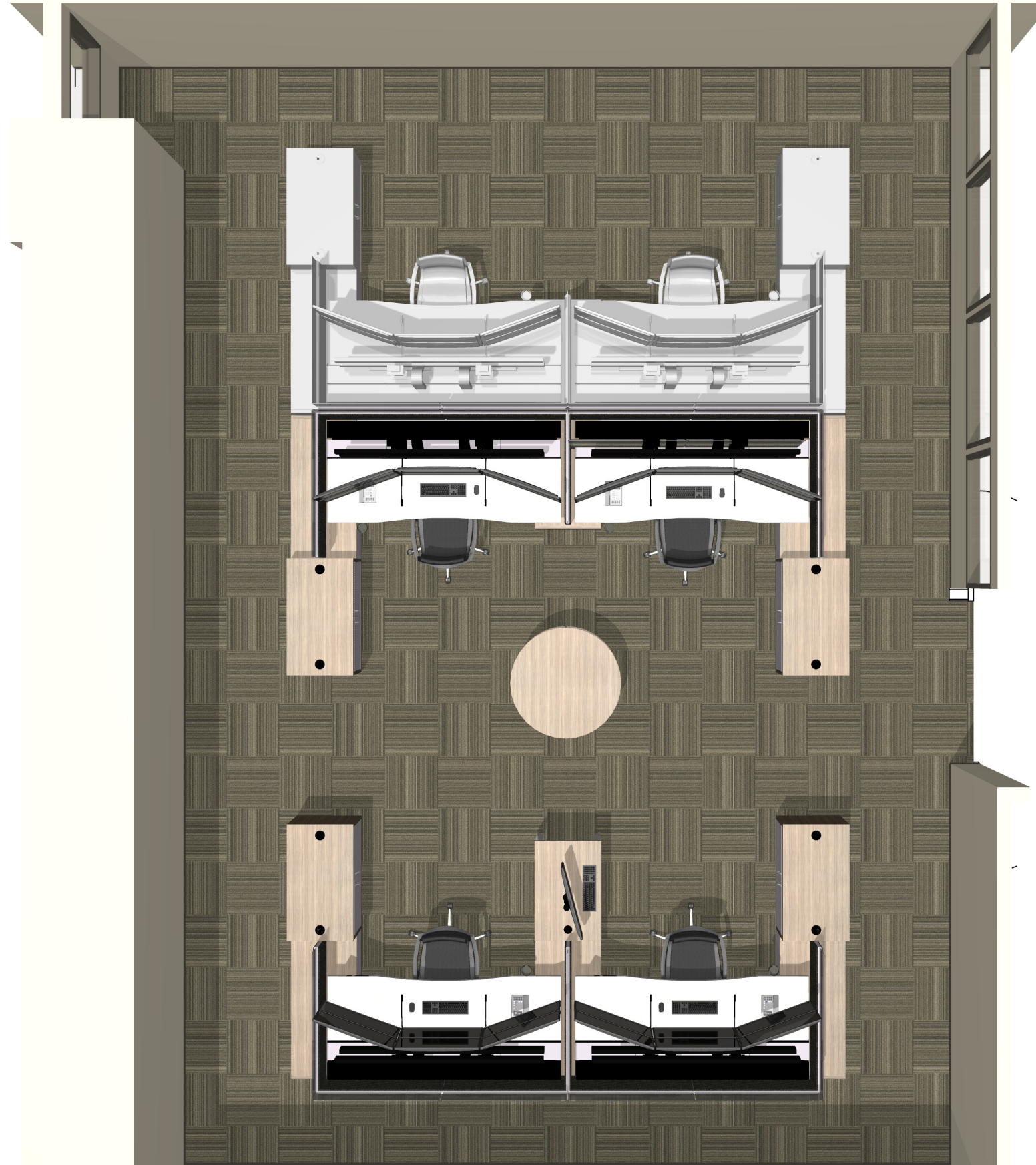
REV 00: SO - 12/11/2018  
-Preliminary Drawing  
REV 01: DK 10/1/19 -  
Changed to 84"  
REV 02: DK 10/3/19 -  
Changed to 78"  
REV 03: DK 10/4/19 -  
Changed to 84" w/  
Work Surface

Scale: ~1:50

CP 01  
Full Room 2D

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By: \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_



**Sales Rep:**  
Jim Heinritz

**Project Manager:**  
Natalie Thorne

**Project Designer:**  
Destiny Kelley

T23

- REV 00: SO - 12/11/2018  
-Preliminary Drawing
- REV 01: DK 10/1/19 -  
Changed to 84"
- REV 02: DK 10/3/19 -  
Changed to 78"
- REV 03: DK 10/4/19 -  
Changed to 84" w/  
Work Surface

CP 01  
Full Room  
Rendering 1

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By:

Name

Date

Title



Prosper PD.03.cmdrw



**Sales Rep:**  
Jim Heinritz

**Project Manager:**  
Natalie Thorne

**Project Designer:**  
Destiny Kelley

T23

REV 00: SO - 12/11/2018  
-Preliminary Drawing  
REV 01: DK 10/1/19 -  
Changed to 84"  
REV 02: DK 10/3/19 -  
Changed to 78"  
REV 03: DK 10/4/19 -  
Changed to 84" w/  
Work Surface

CP 01  
Full Room  
Rendering 2

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By:

Name

Date

Title



Prosper PD.03.cmdrw



**Sales Rep:**  
Jim Heinritz

**Project Manager:**  
Natalie Thorne

**Project Designer:**  
Destiny Kelley

T23

REV 00: SO - 12/11/2018  
-Preliminary Drawing  
REV 01: DK 10/1/19 -  
Changed to 84"  
REV 02: DK 10/3/19 -  
Changed to 78"  
REV 03: DK 10/4/19 -  
Changed to 84" w/  
Work Surface

CP 01  
Full Room  
Rendering 2

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

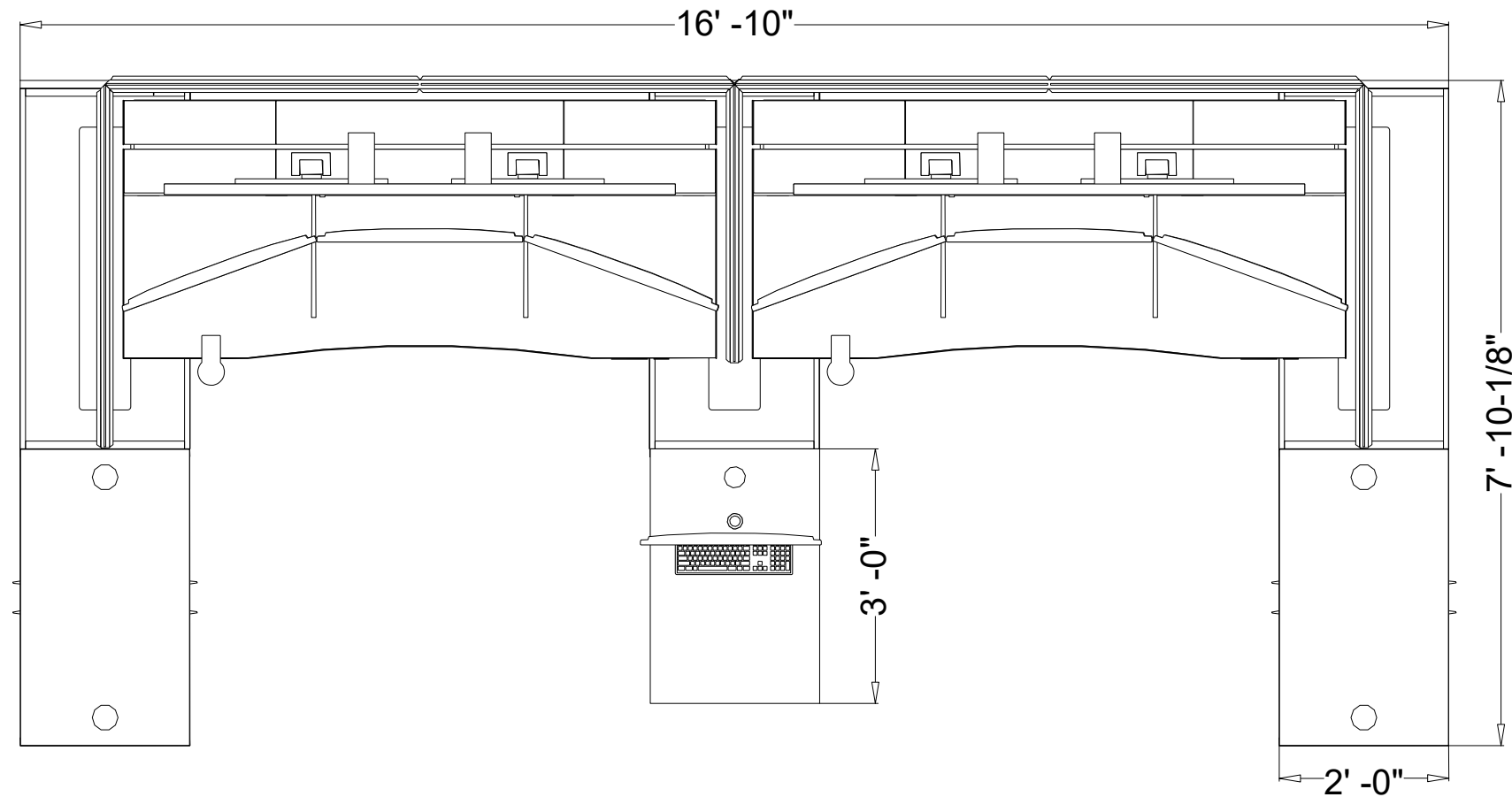
Approved By:

Name

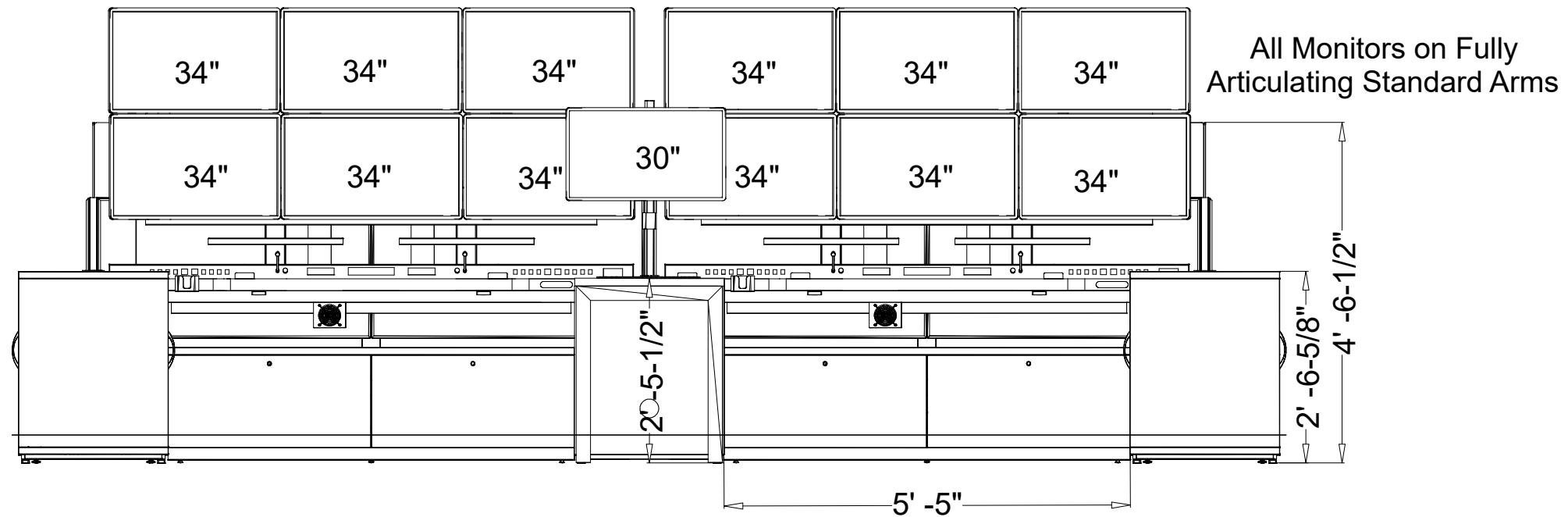
Date

Title





Scale: ~1/2" = 1'



Scale: 1/2" = 1'

CP 01  
Typical H

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By:

Name

Date

Title

**Sales Rep:**

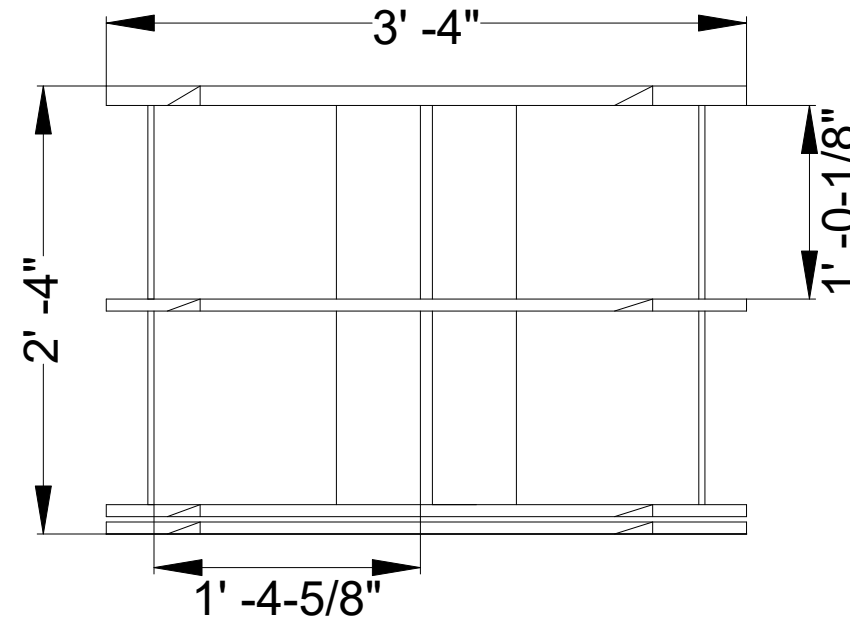
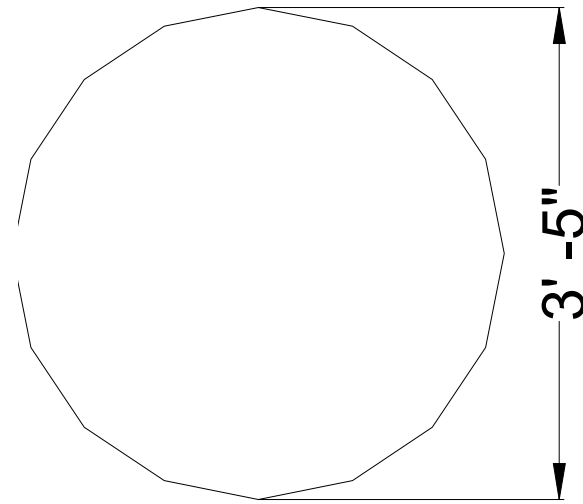
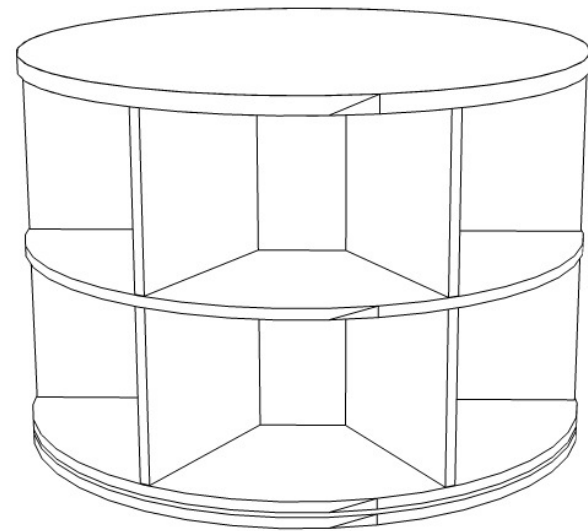
Jim Heinritz

**Project Manager:**

Natalie Thorne

**Project Designer:**

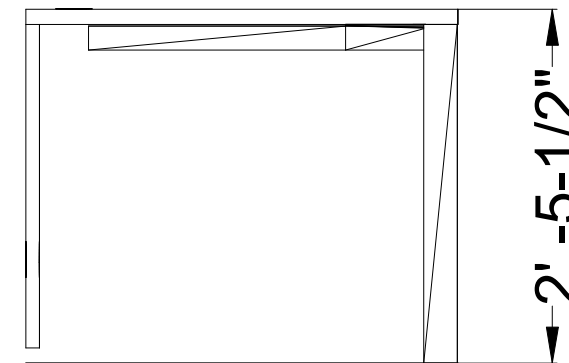
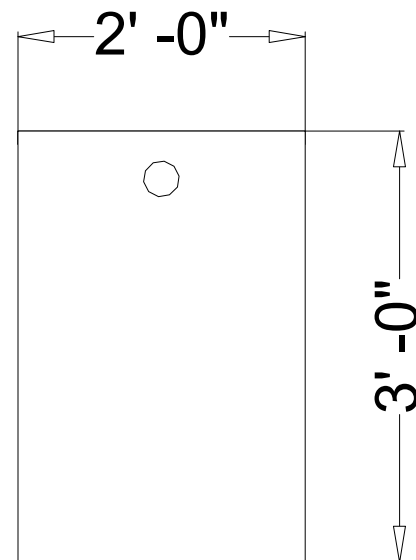
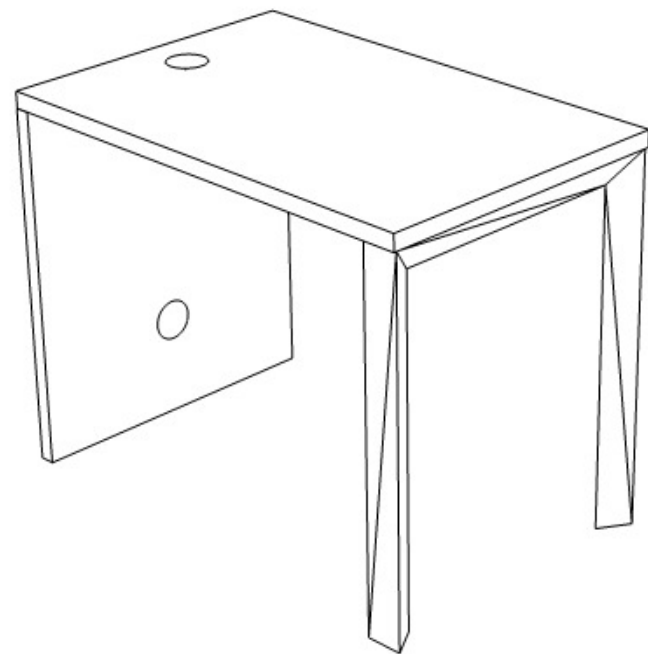
Destiny Kelley



Scale: 3/4" = 1'

Scale: 1" = 1'

44" Mercury Rotating Resource Elevation



Scale: ~3/4" = 1'

Scale: 3/4" = 1'

Hub Cover with Work Surface and Legs

T3

REV 00: SO - 12/11/2018  
-Preliminary Drawing  
REV 01: DK 10/1/19 -  
Changed to 84"  
REV 02: DK 10/3/19 -  
Changed to 78"  
REV 03: DK 10/4/19 -  
Changed to 84" w/  
Work Surface

CP 01  
Typical  
Detail w/co

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By:

Name

Date

Title

**FIRE  
DEPARTMENT**

**To: Mayor and Town Council**

**From: Stuart Blasingame, Fire Department**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – October 22, 2019**

---

**Agenda Item:**

Consider and act upon approving the purchase and installation of a 60' radio tower and microwave equipment for the new Prosper Police Station and Dispatch Facility, from JTS, through a Texas Department of Information Resources (DIR) Purchasing Contract.

**Description of Agenda Item:**

This item will provide for the purchase and installation of microwave equipment and a 60-foot Sabre S3TL radio communications tower. The tower allows for installation of public safety radio transmitting equipment and a microwave transmitter path to the City of Frisco's Eldorado elevated storage tank to provide 911 dispatcher console interface to a Motorola P25 digital radio system. The tower will also contain equipment for back-up systems, enhanced 911 and other communications equipment vital to the police, fire and citizens of the Town of Prosper.

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

The Town of Prosper entered into an interlocal agreement with the Texas Comptroller of Public Accounts Cooperative Purchasing Program (formerly, Texas Building and Procurement Commission) on March 14, 2006. Participation in the program allows our local government to purchase goods and services through the cooperative contract, DIR contracts included, while satisfying all competitive bidding requirements.

**Budget Impact:**

The total amount of this purchase is \$84,823.99 and will be funded by the Police Station and Dispatch Facility Furniture, Fixtures, and Equipment 750-6610-10-00-1906-FC

**Attached Documents:**

1. Tower Proposal
2. Microwave Equipment Proposal

**Town Staff Recommendation:**

Town staff recommends approving the purchase and installation of a 60' radio tower and microwave equipment for the new Prosper Police Station and Dispatch Facility, from JTS, through a Texas Department of Information Resources (DIR) Purchasing Contract.

**Proposed Motion:**

I move to approve the purchase and installation of a 60" radio tower and microwave equipment for the new Prosper Police Station and Dispatch Facility, from JTS, through a Texas Department of Information Resources (DIR) Purchasing Contract.





**JTS**

5310 S Cockrell Hill Road Phone 972-620-1435  
Dallas, TX 75236  
JTS Tax ID#: 752621300 Fax 972-247-5023  
*The Preferred Choice in Wireless Integration*

Proc **Item 12.**

Quote #	JTSQ9184
Date	10/08/19
Sales Rep.	Jeff Morgan

**Quote To:**

Stuart Blasingame  
Prosper City of  
200 S Main  
Prosper, TX 75078

**Ship To:**

Stuart Blasingame  
Prosper City of  
200 S Main  
Prosper, TX 75078

**Bill To:**

Stuart Blasingame  
Prosper City of  
200 S Main  
Prosper, TX 75078

**Project**

60' Tower at Prosper PD  
(DIR Quote)

- Pricing is in accordance with State of Texas DIR contract #DIR-TSO-3965. **DIR-TSO-3965 and the above Quote # must be referenced on the PO.**
- Contract Term End Date for DIR-TSO-3965 is 08/11/2021. Expiration date of this contract is 08/11/2022.
- Email purchase order to: sales@jts.net.
- This quotation is valid for a period of sixty (60) days. Pricing shown is FOB: Destination.
- Terms are: NET 30.
- This quotation does not include sales tax, as customer is tax-exempt.
- All equipment warranties, unless otherwise noted, are pass-through from their respective OEMs. JTS warrants it's workmanship for a period of one (1) calendar year from the date of installation completion.
- Travel expenses quoted (where applicable) must comply with the Texas State Travel Regulations, and Appendix A - Section 8, F of this Contract.
- A late fee on past due invoices will apply.

**STATEMENT OF WORK**

Site Location:  
New Prosper PD & Dispatch

- This quote is based on normal soil conditions.
1. If casing or slurry is needed additional charges will apply.
  2. If rock is encountered additional costs will apply.

JTS will install a 60' Sabre S3TL tower, turn-key.

JTS will install a new foundation for the tower.  
JTS will drill three piers 30" x 8' 6"

**Tower Specifications:**

1. Tower will be of solid leg design and meet TIA 222-G standards for loading.
2. A cable ladder will be required for this project.
3. A Safety Climb System will be installed.
4. Lightning rod will be installed on top of the tower.
5. All grounding points will be exothermically welded.

- 6. JTS will install a Chemical ground ring around the tower and each leg will be individually grounded.
- 7. Grounding System will be tested with a Megger to achieve 5 ohms or less.
- 8. JTS will install a ground bar near the top of the tower and one at the bottom of the tower.

Tower Notes:

- 1. JTS will not install platform, antennas, mounts or lines on the tower as part of this quote
- 2. JTS will provide tape drop photos and overall photos once tower is stacked.
- 3. 811 locates will be performed prior to excavation
- 4. Building drawings will be reviewed with City of Prosper to identify any underground utilities before excavation begins
- 5. If any delays are met due to underground utilities being unearthed or damaged during the excavation process, additional labor costs will be incurred
- 6. Any damaged underground utilities will be the responsibility of the City of Prosper to repair

Safety requirements JTS will comply with on site:

- 1. Hard Hat
- 2. Safety Glasses
- 3. Climbing Gloves
- 4. Steel Toe Safety Shoes

Line #	Qty	Description	Total Price
1	1	Sabre S3TL Tower Parts	\$16,252.83
2	1	Geotechnical Engineering	\$4,180.00
3	1	Tower Foundation, Concrete, Rebar, Forms, Install Grounding, Labor	\$4,819.96
4	1	Foundation Labor & Travel	\$11,108.31
5	1	Tower Assembly, Stacking, Crane Service	\$2,077.20

SubTotal	\$38,438.30
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$38,438.30</b>

Please contact me if I can be of further assistance.

**JTS**

5310 S Cockrell Hill Road Phone 972-620-1435  
Dallas, TX 75236  
JTS Tax ID#: 752621300 Fax 972-247-5023

*The Preferred Choice in Wireless Integration*

**Pro** Item 12.

Quote #	JTSQ9011-02
Date	10/14/19
Sales Rep.	John Thompson

**Quote To:**

Stuart Blasingame  
Town of Prosper  
200 S Main  
Prosper, TX 75078

**Ship To:**

Stuart Blasingame  
Town of Prosper  
200 S Main  
Prosper, TX 75078

**Bill To:**

Stuart Blasingame  
Town of Prosper  
200 S Main  
Prosper, TX 75078

**Project**

Prosper PD to Eldorado  
EST 18GHz PTP Link

- Pricing is in accordance with State of Texas DIR contract #DIR-TSO-3965. **DIR-TSO-3965 and the above Quote # must be referenced on the PO.**
- Contract Term End Date for DIR-TSO-3965 is 08/11/2021. Expiration date of this contract is 08/11/2022.
- Email purchase order to: sales@jts.net.
- This quotation is valid for a period of sixty (60) days. Pricing shown is FOB: Destination.
- Terms are: NET 30.
- This quotation does not include sales tax, as customer is tax-exempt.
- All equipment warranties, unless otherwise noted, are pass-through from their respective OEMs. JTS warrants it's workmanship for a period of one (1) calendar year from the date of installation completion.
- Travel expenses quoted (where applicable) must comply with the Texas State Travel Regulations, and Appendix A - Section 8, F of this Contract.
- A late fee on past due invoices will apply.

Prosper PD to Eldorado EST 18GHz PTP Link

**Summary:**

Prosper PD and FD currently uses City of Frisco's radio network for communications. City of Prosper is constructing a new 60' tower at the new PD building.

**Configuration (Radio Provisioning) Includes:**

- All Cambium equipment will be drop-shipped to JTS' facility
- Configuration is estimated at one (2) days
- JTS will ensure radio firmware is current
- JTS will install any applicable license keys
- JTS will enter the frequencies (from the data sheets)
- JTS will enter the radio IP addresses
- JTS will bench-test to assure that traffic is passing and the radios are functional prior to installation

**Installation and Path Alignment Includes:**

1. LMR400 cable will be installed from the top of the structure to the base, supported with industry standard hardware
3. Mount will be installed onto the existing hand rail at Eldorado EST
4. Radio ODU with antenna will be mounted and set on azimuth
5. Radio IDU will be installed at the base of the structure

6. Both radio units will be grounded
7. Surge suppressors will be installed at the base of the tower for both runs of LMR400
8. Power supply will be installed and radio powered on and checked for operation
9. Coaxial Cable will be checked using an Anritsu Site Master to assure passing cable sweeps
10. Prosper PD will follow a similar scope of work
11. Once both units are installed and found to be operational the link will be aligned until peak RSL is reached
12. Bandwidth test will be administered to inform the customer of actual speeds for this microwave link.

NOTES:

- 1) Lead time on this equipment is 4-6 weeks ARO.
- 2) Actual ODU part numbers may change based on frequency assignments.

Line #	Qty	Description	Total Price
1		<b>Cambium PTP820G 2+0 18 GHz Radio Equipment &amp; Miscellaneous Installation Hardware</b>	
2	2	PTP 820G, Dual Modem, Eth Only	\$5,760.00
3	2	Radio, PTP820 RFU-C, 18GHz, TR1560, ChF, Hi, 19259-19710Mhz	\$5,280.00
4	2	Radio, PTP820 RFU-C, 18GHz, TR1560, ChF, Lo, 17699-18150Mhz	\$5,280.00
5	2	OMT, Direct Mount Kit, RFU-C 18GHz	\$1,721.60
6	2	OMT, Antenna, RFU-C 18GHz Interface, for Radiowaves	\$566.40
7	2	Antenna, PTP 820 4' ANT, SP, 18GHz, RFU-C TYPE&UBR220 - Radiowave	\$4,278.42
8	4	Activation Key, PTP820G, Capacity 500M with ACM Enabled, per carrier	\$3,200.00
9	4	Activation Key, PTP 820, XPIC	\$736.00
10	4	Activation Key, PTP820G, 2nd Modem Activation	\$1,680.00
11	4	Power Supply, Kit, AC-DC, 48VDC @ 5A, w/6 ft. Cord	\$400.00
12	4	Adapter, Right Angle, TNC-Male to N-Female	\$70.40
13	2	LPU, Kit, PTP 800, w/Mounting Kit	\$840.00
14	2	FCC Licensing - Two 1+0 Hops	\$2,640.00
15	1,200	Cable, LMR400, PE Jacket	\$1,260.00
16	8	Connector, LMR400, N-Male, Non Solder	\$91.20
17	4	Connector, LMR400, N-Female, Non-Solder	\$38.00
18	4	Jumper, 5', LMR240U, N-Male to TNC-Male	\$133.00
19	12	Kit, Grounding, LMR400, 3/8"	\$304.08
20	5	Pipe, 3" OD, Per Foot, Sch 40, Galvanized	\$28.50
21	5	Pipe, 3" OD, Per Foot, Sch 40, Galvanized	\$28.50
22	1	Mount, Pipe to Pipe, Sliding Universal Tapered, for 1" - 8" Legs, Accepts 3-1/2" and 4-1/2" OD Pipe, 1' Stand-Off	\$206.62
23	1	Mount, Pipe to Pipe, Clamp Set, 1-1/2" - 3-1/2" OD Pipe, Kit of 2	\$64.60
24	1	Adjustable Clamp Plate Tie-Back Assembly	\$42.75
25	2	Hanger, Snap-In, Standoffs 10/Pk.	\$125.40
26	2	Hose Clamp, Stainless Steel, 3" - 5" OD, 10/Bag, Each	\$5.14
27	10	Beam Clamp, Angle Adapter, for Snap-In Hangers, Stainless Steel (Each)	\$51.90
28	15	Hanger, Snap-In, Stackable, for 7/8" Coax, Stainless Steel (10 PK)	\$411.60
29	15	Barrel Cushion, Universal, Size Small, for 7/8" Snap-In Hanger, (10 pk)	\$242.25
30	12	Lug, 6 GA, 3/8, One Hole, With Site Hole	\$9.00
31	4	Barrel Lug, 6 AWG, 1/4" Hole	\$4.76

Line #	Qty	Description	Total
			<i>Item 12.</i>
32	16	Tubing, Heat Shrink, 1/4" x 3", Black	\$486.40
33	100	Wire, Ground, #6, 19 Strand, Green Jacket	\$80.00
34	1	Entry Panel, Boot, 4", w/Hose Clamps	\$28.41
35	2	Kit, Weatherproofing, Includes (6) Rolls of Butyl Tape, (2) Rolls of 3/4" Electrical Tape and (1) Roll of 2" Electrical Tape	\$42.76
36		Cambium PTP820G (2) 1+0 11 GHz Radio Equipment & Miscellaneous Installation Hardware	\$36,137.69
37			
38		<b>Radio Provisioning, Labor &amp; Travel for Installation and Path Alignment</b>	
39	12	Radio Provisioning (Hourly)	\$1,320.00
40	3	4-Man Installation & Maintenance Crew, Daily (10 hours)	\$8,712.00
41	400	Truck, Per Mile	\$216.00
42		Radio Provisioning, Labor & Travel for Installation and Path Alignment	\$10,248.00

SubTotal	\$46,385.69
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$46,385.69</b>

Please contact me if I can be of further assistance.

## PARKS AND RECREATION



**To: Mayor and Town Council**

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

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – October 22, 2019**

---

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Hike and Bike Trail Development Agreement between the Town of Prosper and Northwest 423/380 LP for the construction of a hike and bike trail, trail head parking, and trail right-of-way dedication related to the Westfork Crossing Development. **(DR)**

**Description of Agenda Item:**

Northwest 423/380 LP is developing the Westfork Crossing commercial development on the NW corner of US 380 and Gee Road. As part of the development requirements, Northwest 423/380 LP is required to construct a twelve foot wide hike and bike trail along Doe Branch.

When the Preliminary Site Plan was approved October 16, 2018, it included a note that, in part, required the developer to “execute a right-of-way and escrow agreement (for a hike and bike trail) prior to the submission of a site plan for Lot 7, 8, 9, 10 or 11.” The attached Development Agreement, with Council’s approval, will fulfill this obligation.

The Agreement requires Northwest 423/380 LP to escrow funds for the trail construction, construct and pay for seven parking spaces to be used as a trail head, and dedicate right-of-way to the Town that will encompass the trail and trail head parking spaces. Unlike typical development throughout the community, the developer is not agreeable to the trail being located on the property in a public access easement. The developer is concerned with their risk if someone is injured while using the trail. Instead of granting an easement, the developer agrees to grant 30 feet of right-of-way for the trail alignment. The right-of-way dedication also includes the area with the trail head parking spaces. Although the trail right-of-way dedication is not typical, staff feels that because this area will be almost all flood plain and not suitable for development, the right-of-way dedication will not cause major issues.

Northwest 423/380 LP will also give the Town \$500,000 to be placed in an escrow account for the design and construction of the trail on or before the earlier of (i) the issuance of a building permit for the construction of improvements on any portion of Lot 7, 8, 9, 10 or 11 of the Westfork Crossing development, or (ii) the third anniversary of the effective date, whichever comes first. These funds

will be used by the Town to construct the trail when either a) the floodplain has been reclaimed or b) the developer has failed to reclaim the flood plain within 5 years of the execution of the agreement, at which time the developer forfeits their right to reclaim flood plain in this area. The developer will do mass grading to remove property from the floodplain. After the grading work is completed, the trail construction may begin.

The alignment has changed slightly from the current preliminary site plan, it is anticipated that a revised preliminary site plan will be submitted once the extent of flood plain reclamation is known. The alignment change is to allow trail to connect to existing trail in Windsong Ranch. In the future a project will be undertaken by the Town to construct additional trail to cross under US 380 when Little Elm has developed plans for the trail south of US 380.

**Budget Impact:**

The \$500,000 being escrowed is based on a construction budget provided by the developer's engineer. Town staff has reviewed the estimate and feels that it is reasonable. In the event the cost of the project exceeds the amount escrowed, the Town may value engineer the project or allocate additional funds. This will be dependent on construction cost escalation and when the trail can be constructed.

**Legal Obligations and Review:**

Terry Welch of Brown & Hofmeister, L.L.P. has reviewed the Development Agreement as to form and Legality.

**Attached Documents:**

1. Development Agreement
2. Preliminary Site Plan

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Hike and Bike Trail Development Agreement between the Town of Prosper and Northwest 423/380 LP for the construction of a hike and bike trail, trail head parking and trail right-of-way dedication related to the Westfork Crossing Development.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Hike and Bike Trail Development Agreement between the Town of Prosper and Northwest 423/380 LP for the construction of a hike and bike trail, trail head parking and trail right-of-way dedication related to the Westfork Crossing Development.



**After Recording Return to:**  
Town Manager  
Town of Prosper  
P. O. Box 307  
Prosper, Texas 75078

**HIKE AND BIKE TRAIL DEVELOPMENT AGREEMENT**  
**(Westfork Crossing Development)**

**THIS HIKE AND BIKE TRAIL DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into as of this 15<sup>th</sup> day of October, 2019 (the "Effective Date"), by and between **NORTHWEST 423/380 LP**, a Texas limited partnership ("NW 423/380"), and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality ("Town"), on the terms and conditions hereinafter set forth. NW 423/380 and the Town may also be referenced in this Agreement as a "Party," or collectively as the "Parties".

**1. Property Subject to Agreement.** The relevant property is described in Exhibit A ("Lot 12X"), attached hereto and incorporated by reference. Exhibit B, attached hereto and incorporated by reference, generally depicts the property to be dedicated (the "Property") for proposed hike and bike trails (singular, a "Trail" or plural, "Trails") traversing portions of Lot 12X that will be constructed by (or on behalf of) the Town. The Parties to this Agreement acknowledge that the final location of the proposed Trails may vary from the locations shown on Exhibit B; however, the final location of the Trails on Lot 12X may be modified by the Town prior to the conveyance of the Property to the Town and the construction of the Trails. Any modification to the Trails after such conveyance of the Property to the Town requires the written consent of NW 423/380, not to be unreasonably withheld, conditioned or delayed. At the Town's election, the Property may include facilities for parking for trail users.

**2. Contribution by NW 423/380 to the Town.** NW 423/380 shall deposit with the Town the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Trail Contribution"), to be held in escrow by the Town as provided by this Agreement for the construction of the Trails on the Property. NW 423/380 shall remit such deposit for the Trail Contribution to the Town on or before the earlier of (i) the issuance of any building permit for the construction of improvements on any portion of Lots 7, 8, 9, 10 or 11 of the Westfork Crossing development, or (ii) the third (3<sup>rd</sup>) anniversary of the Effective Date, whichever occurs first. Once deposited with the Town, any accrued interest on the Trail Contribution may be retained by the Town.

**3. Construction Management and Standards; NW 423/380's Consent to Right-of-Entry and Construction on the Property.** Construction of the Trails by (or on behalf of) the Town shall not commence until (i) NW 423/380 deposits the Trail Contribution, (ii) NW 423/380 completes reclamation of floodplain and revegetation of the affected area of the Property in connection with the reclamation as required by applicable



laws, unless waived by NW 423/380 as provided by this Agreement, and (iii) NW 423/380 conveys of the Property to the Town as provided by this Agreement; however, any such reclamation and such conveyance of the Property by NW 423/380 shall be performed no later than five (5) years after the Effective Date of this Agreement. NW 423/380 hereby consents and authorizes the Town (i) in the event the Property has not yet been conveyed to the Town, the Town and/or its surveyors, engineers, contractors or employees may enter onto the Property at their sole risk to survey or otherwise layout the Trails and/or right-of-way to be dedicated to the Town; (ii) to construct the Trails on the Property; and (iii) NW 423/380 hereby grants to the Town a temporary construction easement over and across Lot 12X during the construction of the Trails on the Property. The Town or the Town's contractor shall provide NW 423/380 with evidence of commercial general liability insurance for personal injury and property damage with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit insuring NW 423/380 against any loss or liability arising from the activities to be conducted by the Town and the Town's contractor naming NW 423/380 as additional insured. NW 423/380 and the Town acknowledge and agree that the Trails shall be constructed by (or on behalf of) the Town according to the following standards:

A. A twelve-foot (12') wide, six-inch (6") thick Trail with five-foot (5') shoulders on both sides is required to connect to the existing Windsong Ranch Phase 3A-2 Trail which will go westward, connecting to the adjacent Windsong Ranch Property (future connection to Fannin Tract), as generally depicted in Exhibit B. The twelve-foot (12') Trail shall cross the local tributary via a twelve-foot (12') wide culvert crossing with five-foot (5') shoulders on both sides, with stone veneer and galvanized handrails within sleeves or a Town Engineer-approved pre-fabricated bridge. This crossing is required to provide hike and bike traffic over the local tributary, from top-of-bank to top-of-bank. The design and the construction of the culvert crossing or bridge requires Town approval and must be sealed by a professional civil engineer.

B. A twelve-foot (12') wide, six-inch (6") thick Trail is required to connect to the Tributary Creek Crossing Trail, constructed along the east side of Doe Branch Creek, connecting to Lot 11, Block A of the Westfork Crossing Addition ("Lot 11"), as generally depicted in Exhibit B.

C. NW 423/380 shall accommodate a connection point (trail head) from Lot 11, the location of such connection point to be subject to the review and approval in writing of NW 423/380, not to be unreasonably withheld, conditioned, or delayed. This includes the grading and construction of a twenty-five foot (25') wide flat shelf that would accommodate the required twelve-foot (12') Trail on the Property up to the proposed connection point to Lot 11. In the event the Town constructs the Trails on the Property pursuant to the terms of this Agreement, NW 423/380 shall construct seven (7) parking spaces at its sole expense, which shall consist of two (2) Americans with Disabilities Act (ADA) compliant spaces, and five (5) standard parking spaces that are not located in the flood plain. It is anticipated that these spaces will be located in the general location



shown on Exhibit B. The spaces shall be head-in parking spaces and generally located on the west side of the fire lane. The right-of-way dedication of the Property for the Trail will include these parking spaces, and associated sidewalk, trail, and signage (the "Trail Amenities") but no other property outside of Lot 12X. The right-of-way for the Trail Amenities to be dedicated to the Town shall not include fire lanes, retaining walls, or utilities, unless agreed to by the Town. In the event that the above-referenced parking spaces cannot be located in the area shown in Exhibit B, the Town and the NW 423/380 shall cooperate to find a mutually agreeable location on Lot 11 to be dedicated to the Town as part of the Property for the construction and use of the Trail Amenities.

D. All Trails shall be constructed according to the Town's Trail Standards, unless expressly excluded or excepted by any provision of this Agreement. All Trails shall be six inches (6") thick, poured with 3500 PSI at 28 days concrete. The Trails shall have #4 rebar spaced at 16" O.C. both ways. The expansion joints shall be every forty feet (40') (or every 4 panels) with dowels at 18" O.C. and sealed with a urethane sealant to be flush with the concrete surface. The Trails shall have a medium broom finish. The Trails shall not exceed 5% longitudinal slope or a 2% cross slope.

E. All Trails shall be constructed to comply with the ADA, and plans for the Trails shall be submitted and registered with the Texas Department of Licensing and Regulation. Furthermore, the Town shall schedule the State-required post-construction inspection and correct or otherwise remedy any item found to be non-compliant.

F. The Property shall include no less than a thirty-foot (30') right-of-way for any Trail situated within either the floodplain or an open space lot within the Property.

G. Upon conveyance of the Property by NW 423/380 to the Town, the Town, at the Town's sole cost and expense, shall maintain the Property and shall maintain and repair all Trails upon construction thereof.

**4. Construction Costs (in Excess of or Less than Trail Contribution).** If at any time during construction of the Trails, the Town determines that the Trail Contribution is not sufficient to cover the anticipated costs of design and construction, the Town may value engineer the project to reduce the amount of Trail construction and/or design costs to comply with the project budget or elect not to construct any portion of the Trails. NW 423/380 shall not be responsible for any costs of design or construction of the Trails in excess of the Trail Contribution. The Parties agree and acknowledge that the project for Trail construction shall be subject to value engineering, and that all Trails reflected in Exhibit B may not be constructed and the determination whether to forego the construction of any Trail lies in the sole discretion of the Town. If, following the design and construction of the Trails and final payment for such work, any amount of the Trail Contribution remains, the Town shall promptly disburse such remaining amount to NW 423/380.



**5. The Property**

(a) Subsequent to the execution of this Agreement, NW 423/380 shall have the right to take appropriate steps for the reclamation of floodplain and revegetation on the Property. Within thirty (30) days after (i) NW 423/380's completion of floodplain reclamation and revegetation of the Property as reasonably determined by the Town, if NW 423/380 elects to perform such reclamation and revegetation, and (ii) NW 423/380's deposit of the Trail Contribution, NW 423/380 shall promptly convey the Property to the Town, by executing and delivering the Special Warranty Deed in substantially the form attached hereto as Exhibit C (the "Deed"), for recording in the real property records of Denton County, Texas.

(b) In the event NW 423/380 elects to perform but does not complete the reclamation and revegetation referenced herein within five (5) years after the Effective Date, then NW 423/380 shall be deemed to have waived its right to perform such reclamation and revegetation.

(c) In the event the Town does not construct the Trails within seven (7) years after the Effective Date, the Town shall return the Trail Contribution to NW 423/380. Nothing herein requires the Town to construct the Trails.

(d) Following NW 423/380's deposit of the Trail Contribution with the Town and NW 423/380's execution and delivery of the Deed to the Town, no further action will be required of NW 423/380, and all obligations of NW 423/380 as set forth in this Agreement shall be deemed satisfied in full (other than the review and approval of the connection point to Lot 11 as contemplated by Section 3(c), above). NW 423/380 shall not be obligated in any way, and no rights, title, entitlements, or interests of NW 423/380 will be affected, as a result of or in connection with any breach or default of this Agreement by the Town.

**6. Property Obligations.** The Town, at the Town's sole cost and expense, is responsible for all construction, ongoing maintenance and repair, and all ownership obligations with respect to the Property (including the Trails) from and after the date the Property has been conveyed to the Town by the Deed. Further, subsequent to conveyance of the Property to the Town, NW 423/380 shall have no obligations or liability whatsoever relating to the construction, maintenance, repair or use of the Trails and the Property.

**7. Covenant Running with Land.** The obligations set forth in this Agreement and the covenants, rights, privileges, benefits, duties, liabilities and encumbrances created by this Agreement shall run with the land, shall burden the Property, and shall be binding upon NW 423/380, and the Town, as applicable, and their respective successors, assignees, and grantees. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas.





**10. Captions and Headings.** The captions and headings of any section of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

**11. Application of Texas Laws and 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 Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

**12. Prevailing Party in Event of Legal Action.** In the event any Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees of any appeal) from the unsuccessful Party or Parties.

**13. 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. 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.

**14. Invalidation and 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.

**15. Electronic Copy.** An electronic copy of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms herein.

**16. Town Manager Authorized to Execute.** The Town represents and warrants that the Town Manager of the Town of Prosper is authorized to execute this Agreement on behalf of the Town.

**17. Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town and NW 423/380 each warrant and represents to the other Party that the individual executing this Agreement on behalf of such warranting Party has full authority to execute this Agreement and bind such warranting Party to the same.



18. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement that cannot be resolved by the parties hereto, the parties agree to submit such disagreement to non-binding mediation, whether or not an action or proceeding has been commenced.

19. **Roughly Proportionate Determination under Texas Law.** NW 423/380 has been represented by legal counsel in the negotiation of this Agreement and been advised or have had the opportunity to have legal counsel review this Agreement and advise NW 423/380, regarding NW 423/380's rights under Texas and federal law. NW 423/380 hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, as amended, as a condition of development approval, to review and determine that the exactions required by the Town in this Agreement, if any, as roughly proportionate to the Trails' anticipated impact. NW 423/380 specifically reserves its rights to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code, as amended; however, notwithstanding the foregoing, NW 423/380 hereby waives and 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 improvements required by this Agreement. This Section shall survive the termination of this Agreement.

20. **Rough Proportionality Determination under Federal Law.** NW 423/380 hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code in regard to this Agreement. NW 423/380 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 in this Agreement, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. NW 423/380 further acknowledges that the benefits of development, zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and NW 423/380 acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. This Section shall survive the termination of this Agreement.

21. **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

22. **INDEMNIFICATION.** FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE OF CONVEYANCE OF THE PROPERTY TO THE TOWN, NW 423/380 DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS ELECTED AND APPOINTED OFFICIALS,



OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE) LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF NW 423/380, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR ANY OTHER THIRD PARTIES FOR WHOM NW 423/380 IS LEGALLY RESPONSIBLE, OCCURRING ON THE PROPERTY (HEREINAFTER "CLAIMS"). NWC 423/380 IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST NWC 423/380 IN PROVIDING SUCH DEFENSE.

23. **Amendment.** This Agreement may only be amended by a written agreement executed by the parties.

24. **Sovereign Immunity.** The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing the obligations under this Agreement, except for any obligations of the Town to return any portion of the Trail Contribution as provided in this Agreement.

25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

26. **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

27. **Survival of Covenants.** Any covenants of the parties that are to be performed after termination of this Agreement shall survive termination of this Agreement.

28. **Assignment.** This Agreement may not be assigned by NW 423/380, in whole or in part, without the prior written consent of the Town. Notwithstanding anything to the contrary, without any consent of the Town, NW 423/380 may assign its right, title, and interest in and to this Agreement to (i) to a corporation, limited liability company, partnership or other entity controlled by or under common control with NW 423/380 or in which NW 423/380 or one or more of NW 423/380's principals is the general partner, manager or managing member of the transferee and maintains control thereof and (ii) any mortgagee of NW 423/380. Any attempted assignment by NW 423/380 in violation of the terms and provisions of this section shall be void.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date.

**THE TOWN OF PROSPER, TEXAS**

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

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

Title: \_\_\_\_\_

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

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Harlan Jefferson, 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.

Given under my hand and seal of office this \_\_\_\_\_ day of October, 2019.

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



**NORTHWEST 423/380 LP,**  
a Texas limited partnership

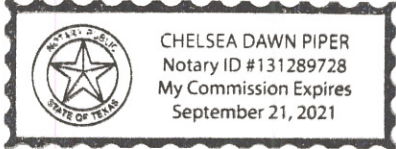
By: Northwest Corner, LLC,  
a Texas limited liability company,  
its General Partner

By: *Robert V. Dorazil*  
Robert V. Dorazil, Manager

STATE OF TEXAS        )  
                                  )  
COUNTY OF DALLAS    )

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Robert V. Dorazil, 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.

Given under my hand and seal of office this 15 day of October, 2019.

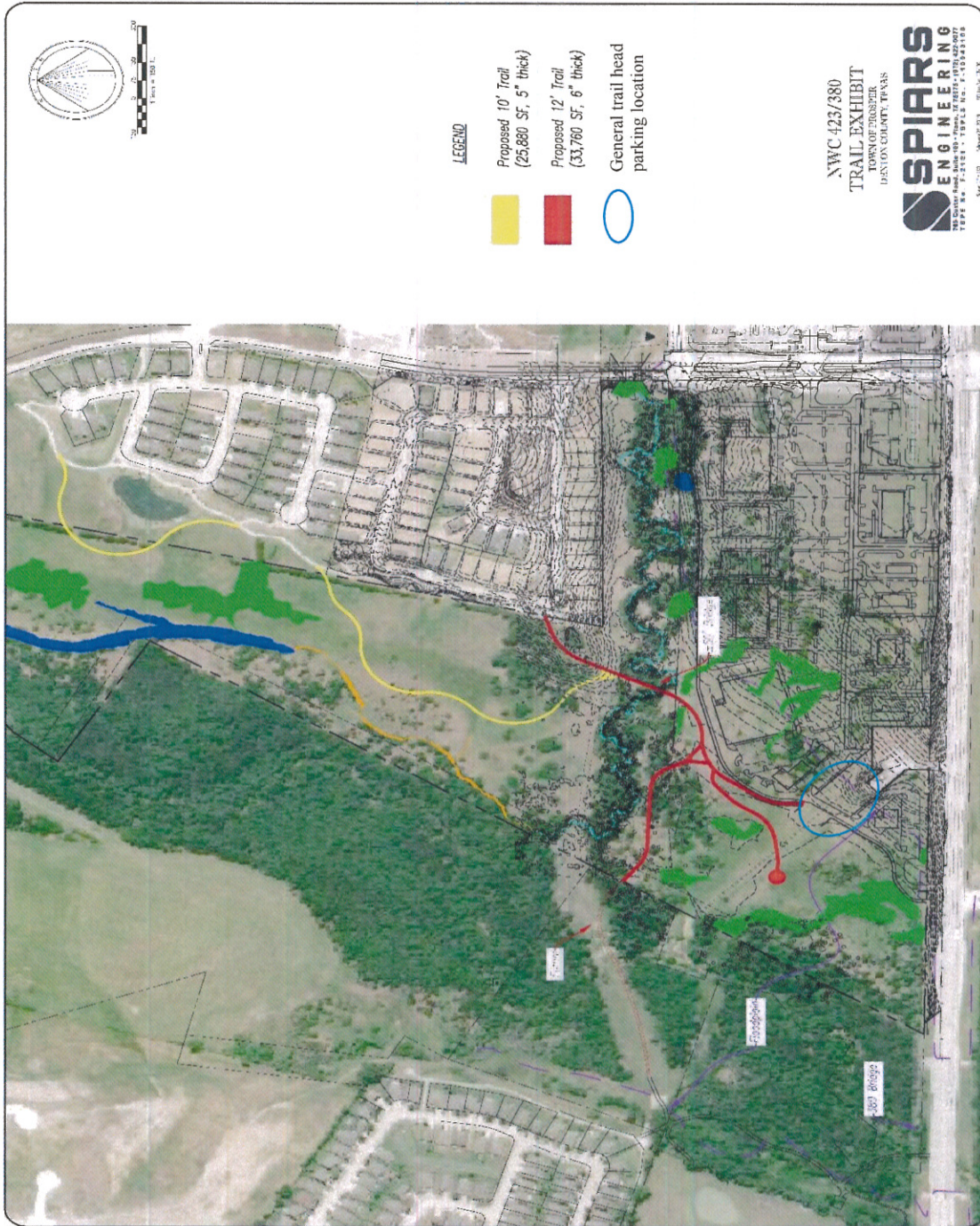


*Chelsea Dawn Piper*  
Notary public in and for the State of Texas  
My commission expires: 9/21/21

**Exhibit A**  
**(Property Description)**

Lot 12X, Block A, Westfork Crossing Addition, an addition to the Town of Prosper, Denton County, Texas, according to the Replat thereof recorded in cc# 2019-108, Plat Records, Denton County, Texas.

### Exhibit B (Depiction of Trails to be Constructed)



B-1



**Exhibit C**  
**(Form of Special Warranty Deed)**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

SPECIAL WARRANTY DEED

STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DENTON           §

THAT **NORTHWEST 423/380 LP**, a Texas limited partnership ("**Grantor**") for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration delivered by **THE TOWN OF PROSPER, TEXAS**, a political subdivision of the State of Texas ("**Grantee**"), whose mailing address is

\_\_\_\_\_,  
HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain land situated in Denton County, Texas, and described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes, together with all improvements located thereon and appurtenances thereon or in anywise appertaining thereto (said land, improvements and appurtenances being herein together referred to as the "**Property**").

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, as aforesaid.

**THE PROPERTY IS CONVEYED "AS IS, WHERE IS, AND WITH ALL FAULTS". EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THIS SPECIAL WARRANTY DEED, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE PROPERTY.**

GRANTOR:

**NORTHWEST 423/380 LP,**  
a Texas limited partnership

By: Northwest Corner, LLC,  
a Texas limited liability company,  
its General Partner

By: \_\_\_\_\_  
Robert V. Dorazil, Manager

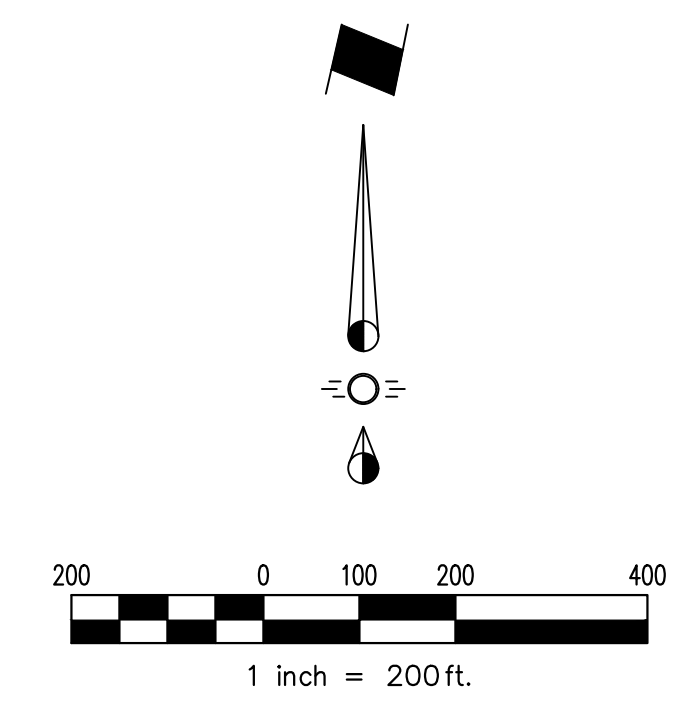
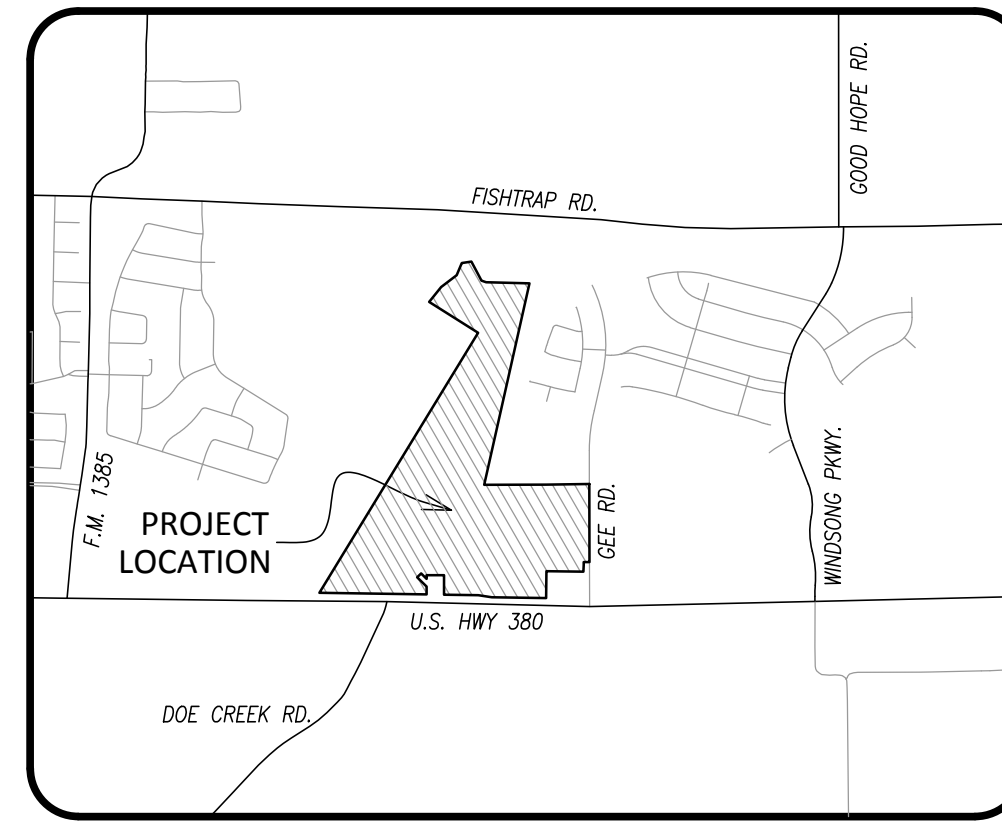
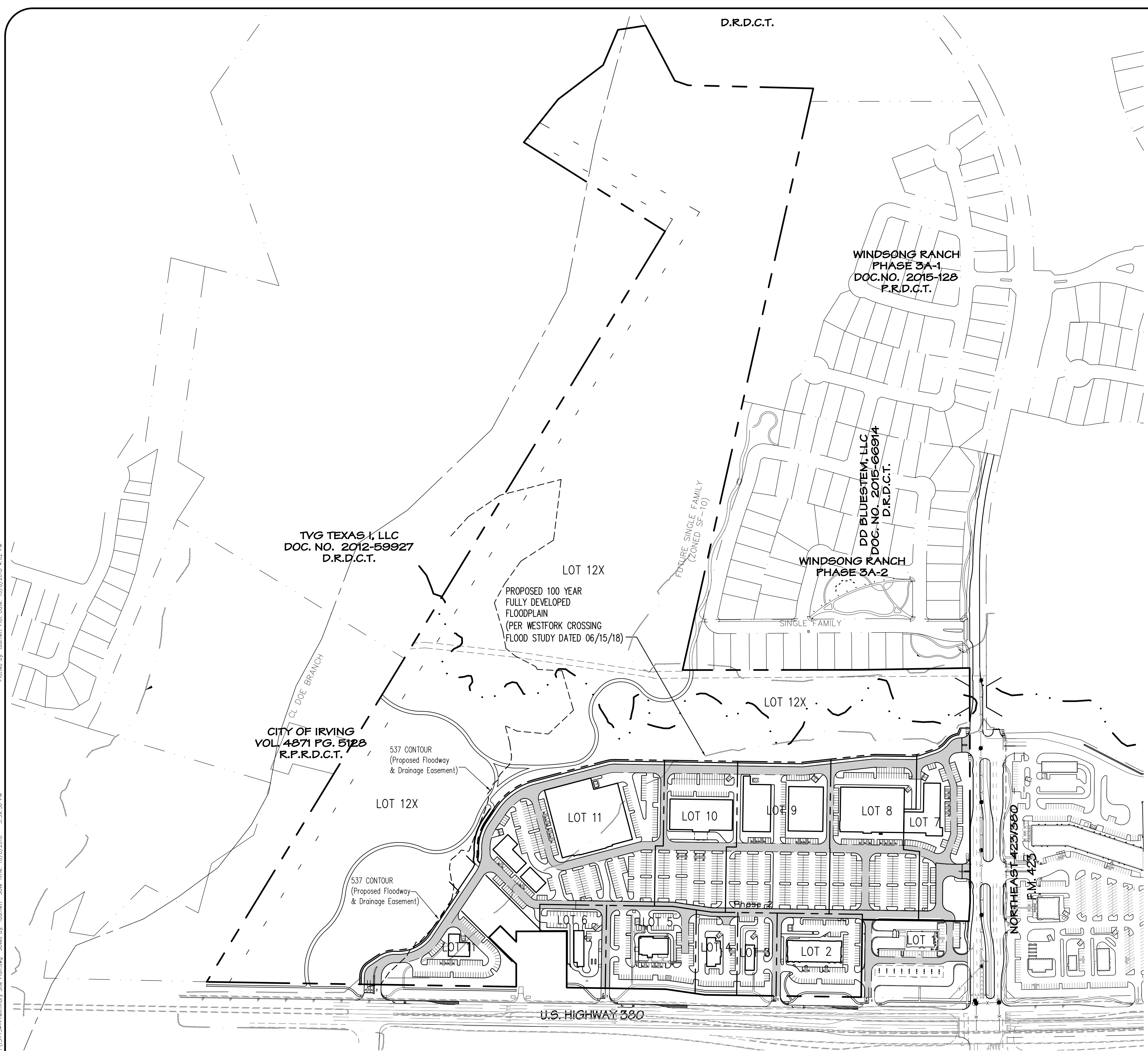
STATE OF TEXAS        )  
                                  )  
COUNTY OF DALLAS    )

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Robert V. Dorazil, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, as Manager of Northwest Corner, LLC, a Texas limited liability company, as general partner of **NORTHWEST 423/380 LP**, a Texas limited partnership, for the purpose and consideration expressed, and in the capacity herein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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





**Town of Prosper Site Plan Notes:**

1. Dumpsters and trash compactors shall be screened in accordance of 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 Regulation 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. Speedbumps/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 uniform Building Code.
11. All signage is subject to Building Official approval.
12. All fences and retaining walls shall be shown on the 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 facade plan.
14. Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
15. Approval of the site plan is not final until all engineering plans are approved by the Engineering 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. Lots shall have frontage on a common access drive or a public street. The common access drive shall be dedicated public access, utility and fire lane easement.
20. All Retaining walls along creek to be stone.
21. All landscape easements must be exclusive of any other type of easement.
22. 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.
23. Public Hike and Bike Trail is conceptual. Final alignment to be determined at the time of final site plan to be approved by the Town.
24. All environmental studies required to reclaim floodplain shall be submitted at time of final plat to develop each lot.
25. The approval of a preliminary site plan shall be effective for a period of two (2) years from the date that the preliminary site plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of a site plan by the Planning & Zoning Commission. If a site plan is not approved within such (2) year period the preliminary site plan approval is null and void. If site plan approval is only for a portion of the property, the approval of the preliminary site plan for the remaining property shall be null and void.
26. Prior to the submission of a site plan for either Lot 7, 8, 9, 10 or 11, the owner of Lot 12X shall execute a right-of-way dedication and escrow agreement, subject to the approval of the Town Council, not to be unreasonably withheld, dedicating a 30-foot wide public right-of-way in fee simple for a hike and bike trail and establishing an escrow of funds to offset the Town's construction, maintenance and ownership obligations for the hike and bike trail and the right-of-way, and the owner shall have no liability relating to the construction, maintenance or use of the hike and bike trail and right-of-way.
27. Nothing shall prohibit the owner from attempting to reclaim a lot from the floodplain (and adjacent areas) in Lot 12X, subject to appropriate federal approvals to the extent required by law.

Drawing: G:\2017\_08517-180 NMC Revised Prelim Site Plan\PRELIMINARY\15-154-Preliminary Site Plan.dwg. Saved By: tbarnett. Save Time: 10/9/2018 3:59:36 PM. Plotted by: tbarnett. Plot Date: 10/9/2018 4:02 PM.

**SITE DATA SUMMARY TABLE**

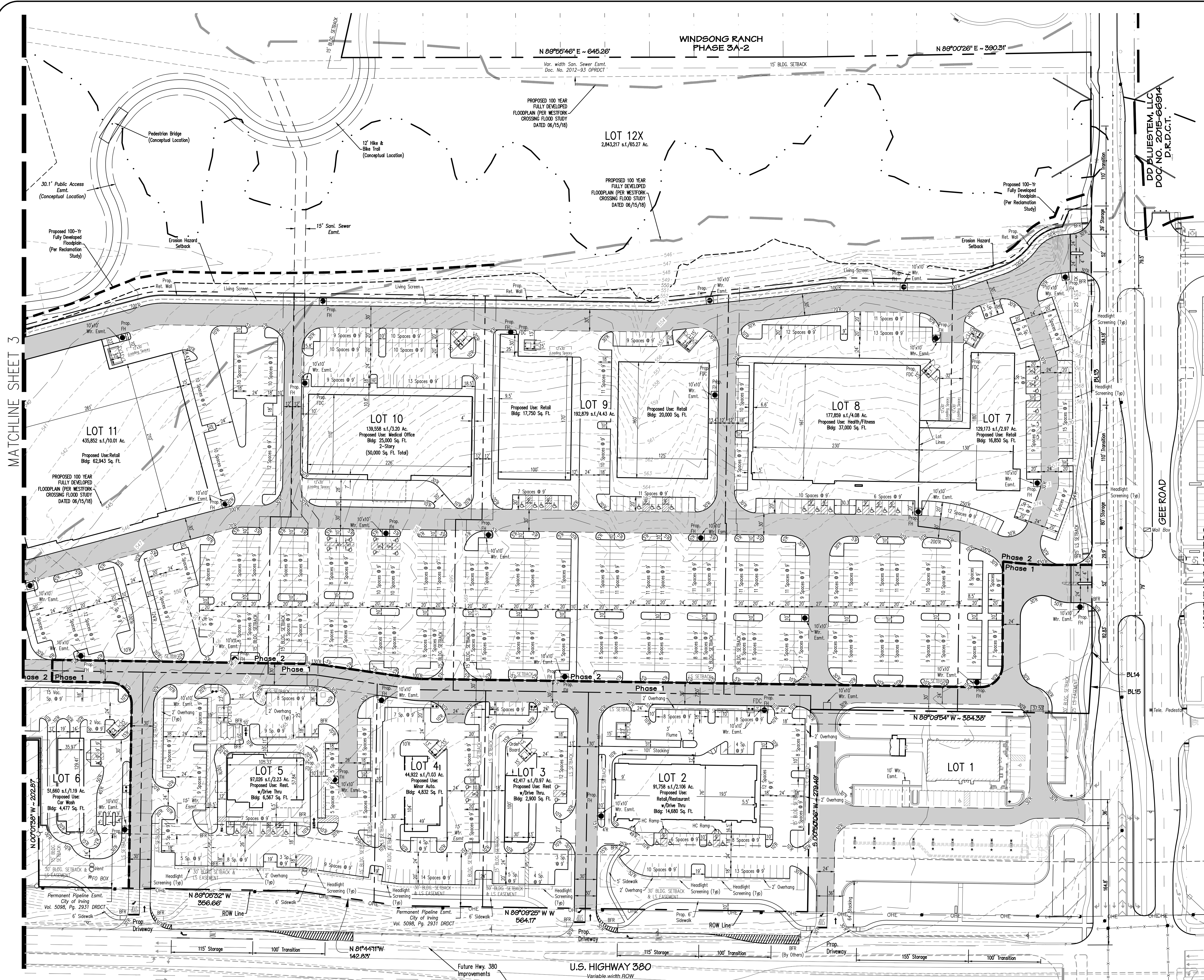
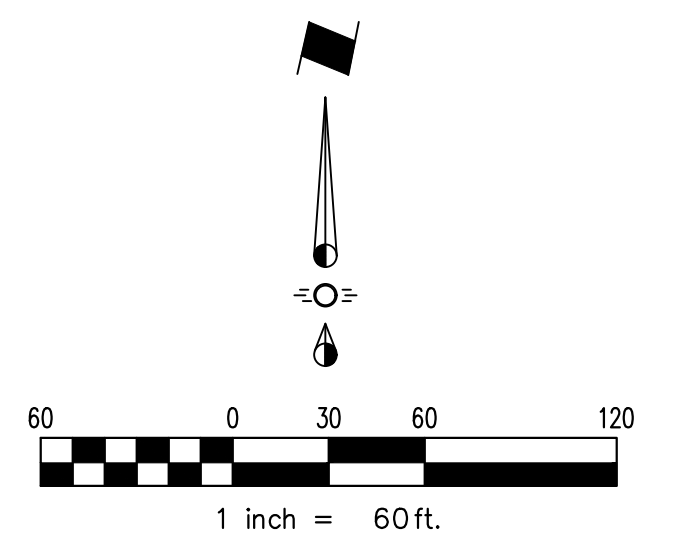
LOT	ZONING	PROPOSED USE	LOT AREA		BUILDING AREA (SF)	BUILDING HEIGHT	COVERAGE (%)	FLOOR AREA RATIO	REQ. PARKING	PARKING REQUIRED	PARKING PROVIDED	REQUIRED HANDICAP PARKING	PROVIDED HANDICAP PARKING	INTERIOR LANDSCAPE REQUIRED (SF)	INTERIOR LANDSCAPE PROVIDED (SF)	IMPERVIOUS AREA (SF)	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)
			SF	AC														
2	C	RETAIL REST. W/ D.T.	91,758	2.11	14,680	Max. 40'	16.0%	0.16:1	1:250/1:100	85	85	4	4	1,275	10,025	49,460	6,423	9,886
3	C	RESTAURANT W/ D.T.	42,417	0.97	3,000	Max. 40'	7.1%	0.0707:1	1:100	30	30	2	2	450	1,041	25,367	2,969	3,311
4	C	MINOR AUTOMOTIVE	44,922	1.03	4,832	Max. 40'	10.8%	0.1076:1	1:BAY	40	41	2	2	615	1,333	25,348	3,145	3,523
5	C	RESTAURANT W/ D.T.	97,026	2.23	6,567	Max. 40'	6.8%	0.0677:1	1:100	66	108	5	5	1,620	3,737	61,176	6,792	7,033
6	C	CAR WASH	51,660	1.19	4,477	Max. 40'	8.7%	0.0867:1	1:EMPLOYEE	3	3	1	1	45	934	32,730	3,616	6,203
7	C	RETAIL	129,173	2.97	16,850	Max. 40'	13.0%	0.1304:1	1:250	68	99	4	5	1,485	4,199	59,160	9,042	12,787
8	C	HEALTH/FITNESS	177,859	4.08	37,000	Max. 40'	20.8%	0.208:1	1:200	185	254	7	7	3,810	5,887	118,800	12,450	18,321
9	C	RETAIL	192,879	4.43	37,750	Max. 40'	19.6%	0.1957:1	1:250	151	254	7	8	3,810	7,431	122,600	13,502	24,256
10	C	MEDICAL OFFICE	139,558	3.20	50,000	Max. 40'	35.8%	0.3583:1	1:250	200	201	6	8	3,015	6,717	93,707	9,769	14,428
11	C	RETAIL	435,852	10.01	80,373	Max. 40'	18.4%	0.1844:1	1:250	322	363	8	16	5,445	11,701	215,941	30,510	30,510
12X	C	OPEN SPACE	2,843,217	65.27	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	199,025	199,025	

CASE No. - D18-0024  
 Sheet 1 of 3  
 REVISED PRELIMINARY SITE PLAN  
**WESTFORK CROSSING**  
 BLOCK A, LOTS 2-12  
 97.482 Acres  
 SITUATED IN THE  
 M.E.P. RAILROAD SURVEY, ABSTRACT NO. 1476  
 P. BARNES SURVEY, ABSTRACT NO. 79  
 A. JAMISON SURVEY, ABSTRACT NO. 672  
 TOWN OF PROSPER, DENTON COUNTY, TEXAS

OWNER / APPLICANT  
 Northwest 423/380 LP  
 7001 Preston Road, Suite 410  
 Dallas, Texas 75205  
 Telephone (214) 224-4600  
 Contact: Robert Dorazil

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





Line Table		
Line #	Bearing	Distance
BL1	S 00°01'38" E	37.63'
BL2	N 45°00'22" W	81.04'
BL3	S 44°59'38" W	58.50'
BL4	S 45°50'23" E	137.59'
BL5	S 00°01'38" E	82.34'
BL6	N 38°38'25" E	198.71'
BL7	N 52°42'40" E	203.71'
BL8	N 22°47'20" E	137.89'
BL9	N 81°13'54" E	101.01'
BL10	S 27°58'48" E	148.81'
BL11	S 27°38'44" E	76.59'
BL12	S 71°12'09" E	50.19'
BL13	S 00°06'40" E	813.71'
BL14	S 00°06'39" E	29.65'
BL15	S 03°42'12" W	70.35'

- LEGEND**
- FIRELANE ACCESS, DRAINAGE & UTILITY EASEMENT
  - PHASE LINE
  - PROPOSED FIRE HYDRANT

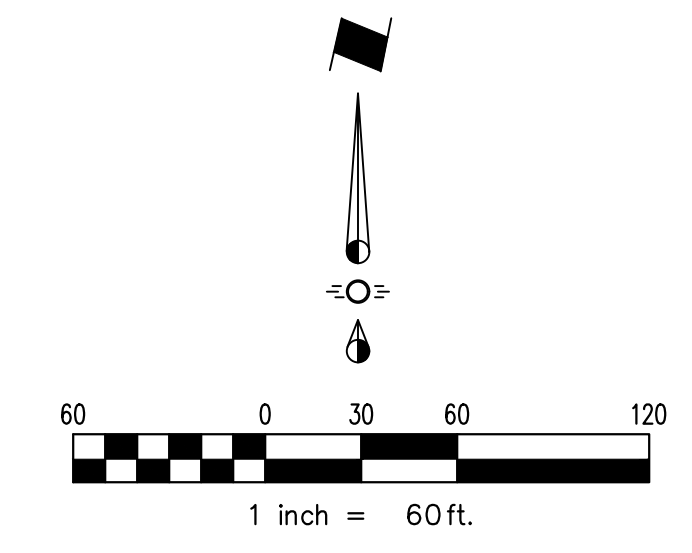
CASE No. - D18-0024  
 Sheet 2 of 3  
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 Telephone (214) 224-4600  
 Contact: Robert Dorazil

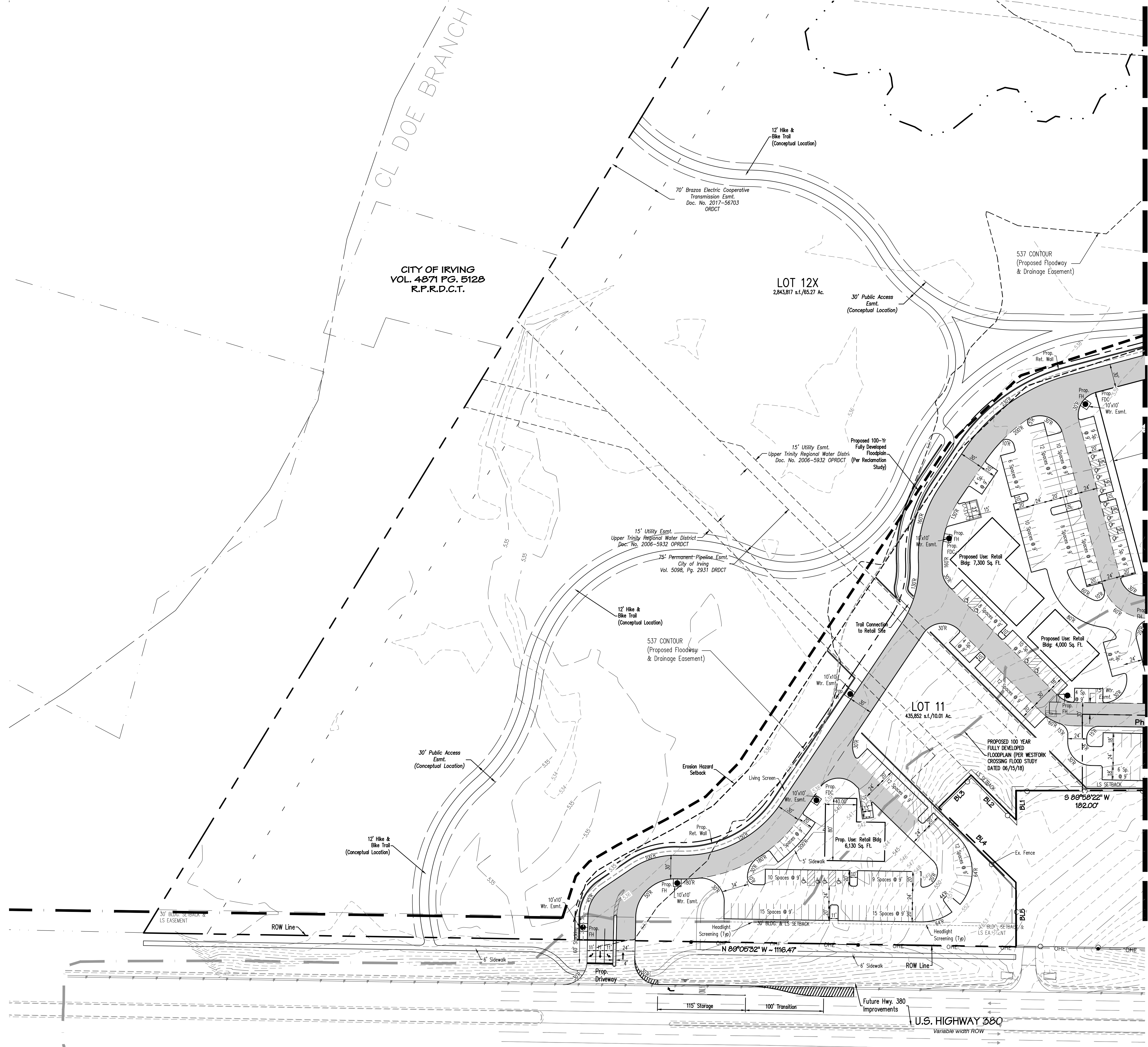
ENGINEER / SURVEYOR  
 Spiars Engineering, Inc.  
 TPE No. F-2121  
 765 Custer Road, Suite 100  
 Plano, TX 75075  
 Telephone: (972) 422-0077  
 Contact: Kevin Wier

Drawn: G. 2017\_08517-180 NMC Revised Prelim Site Plan PRELIMINARY 15-154 Preliminary Site Plan.dwg Saved By: thornett Save Time: 10/9/2018 3:59:36 PM  
 Plotted by: thornett Plot Date: 10/9/2018 4:02 PM





Line Table		
Line #	Bearing	Distance
BL1	S 00°01'38" E	37.63'
BL2	N 45°00'22" W	81.04'
BL3	S 44°59'38" W	58.50'
BL4	S 45°50'23" E	137.59'
BL5	S 00°01'38" E	82.34'
BL6	N 38°38'25" E	198.71'
BL7	N 52°42'40" E	203.71'
BL8	N 22°47'20" E	137.89'
BL9	N 81°13'54" E	101.01'
BL10	S 27°58'48" E	148.81'
BL11	S 27°38'44" E	76.59'
BL12	S 71°12'09" E	50.19'
BL13	S 00°06'40" E	813.71'
BL14	S 00°06'39" E	29.65'
BL15	S 03°42'12" W	70.35'



- LEGEND**
- FIRELANE ACCESS, DRAINAGE & UTILITY EASEMENT
  - FUTURE HIGHWAY 380 IMPROVEMENTS
  - PHASE LINE
  - PROPOSED FIRE HYDRANT

CASE No. - D18-0024  
 Sheet 3 of 3  
 REVISED PRELIMINARY SITE PLAN  
**WESTFORK CROSSING**  
 BLOCK A, LOTS 2-12  
 97.482 Acres  
 SITUATED IN THE  
 M.E.P. RAILROAD SURVEY, ABSTRACT NO. 1476  
 P. BARNES SURVEY, ABSTRACT NO. 79  
 A. JAMISON SURVEY, ABSTRACT NO. 672  
 TOWN OF PROSPER, DENTON COUNTY, TEXAS

OWNER / APPLICANT  
 Northwest 423/380 LP  
 7001 Preston Road, Suite 410  
 Dallas, Texas 75205  
 Telephone (214) 224-4600  
 Contact: Robert Dorazil

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

Drawing: G:\2017\_08517-180 NMC Revised Prelim Site Plan\PRELIMINARY\15-154-Preliminary Site Plan.dwg  
 Saved By: tbarnett  
 Save Time: 10/8/2018 3:59:36 PM  
 Plotted By: tbarnett  
 Plot Date: 10/8/2018 4:03 PM



**ENGINEERING  
SERVICES**

**To:** Mayor and Town Council

**From:** Pete Anaya, P.E., Assistant Director of Engineering Services – Capital Projects

**Through:** Harlan Jefferson, Town Manager

**Re:** Town Council Meeting – October 22, 2019

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**Agenda Item:**

Consider and act upon authorizing the Competitive Sealed Proposal (CSP) procurement method for construction of the Cook Lane, Phase 2 project.

**Description of Agenda Item:**

Cook Lane, Phase 2 includes the construction of approximately 1,300 linear feet of a two lane Collector (37' B/B in 60' ROW) from the end of existing Cook Lane to first driveway of the Public Safety Complex, Phase 1 (Police and Dispatch) project site south of the E-W Collector, including underground storm drainage system. This is an alternative procurement method by which a governmental entity may request proposals and pricing information based on the scope of work provided, and then award the project to the contractor that offers the best value proposal based on a set of criteria. The Town intends to use the following evaluation criteria:

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

**Town Staff Recommendation:**

Town staff recommends the Town Council approve the Competitive Sealed Proposal (CSP) procurement method for construction of the Cook Lane, Phase 2 project.

**Proposed Motion:**

I move to approve the Competitive Sealed Proposal (CSP) procurement method for construction of the Cook Lane, Phase 2 project.

**ENGINEERING  
SERVICES**

**To: Mayor and Town Council**

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

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – October 22, 2019**

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**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Roadway Impact Fee Credit Agreement between Prestonwood Baptist Church, Inc., and the Town of Prosper, Texas, related to roadway impact fee credits for additional right-of-way for the E-W Collector Roadway Improvement project.

**Description of Agenda Item:**

Prestonwood Baptist Church, Inc., (Prestonwood Baptist Church) is adjacent to the E-W Collector Roadway Improvement project, and it is standard practice that owners/developers dedicate one-half (1/2) of the total right-of-way for roadways reflected on the Town's Thoroughfare Plan. In order to facilitate the timely construction of the E-W Collector Roadway Improvement project, Prestonwood Baptist Church dedicated the entire sixty-foot (60') width of right-of-way needed for the project. Since the proposed roadway is depicted on the Town of Prosper Thoroughfare Plan, the additional thirty-foot (30') width of right-of-way is eligible for credit of roadway impact fees due by the development.

The purpose of the Roadway Impact Fee Credit Agreement is to outline the obligations of the Town of Prosper and Prestonwood Baptist Church, related to roadway impact fee credits for additional right-of-way for the E-W Collector Roadway Improvement project. The agreement also requires Prestonwood Baptist Church dedicate an approximate 0.0313 acre Drainage Easement to facilitate the Town's construction of the Dallas North Tollway/Prosper Trail Intersection Improvement project.

**Budget Impact:**

Prestonwood Baptist Church to receive roadway impact fee credits, in the amount of \$173,000.00, for the additional right-of-way dedicated for the E-W Collector Roadway Improvement project.

**Legal Obligations and Review:**

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

**Attached Documents:**

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

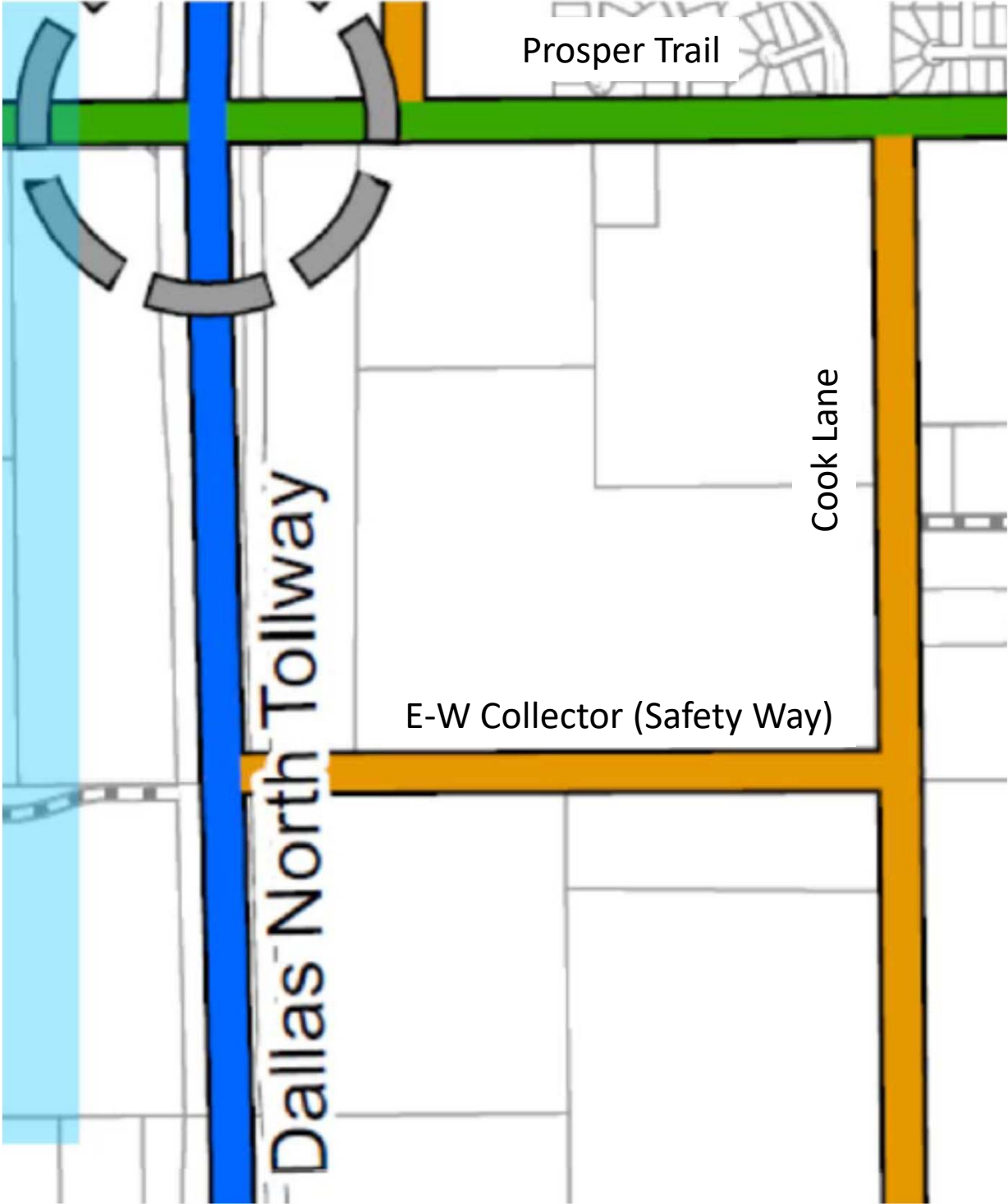
**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Roadway Impact Fee Credit Agreement between Prestonwood Baptist Church, Inc., and the Town of Prosper, Texas, related to roadway impact fee credits for additional right-of-way for the E-W Collector Roadway Improvement project.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Roadway Impact Fee Credit Agreement between Prestonwood Baptist Church, Inc., and the Town of Prosper, Texas, related to roadway impact fee credits for additional right-of-way for the E-W Collector Roadway Improvement project.

Town of Prosper Thoroughfare Plan – Prestonwood Baptist



**TOWN OF PROSPER AND PRESTONWOOD BAPTIST CHURCH, INC.**  
**ROADWAY IMPACT FEE CREDIT AGREEMENT**

**THIS TOWN OF PROSPER AND PRESTONWOOD BAPTIST CHURCH, INC. ROADWAY IMPACT FEE CREDIT AGREEMENT** (“Agreement”) is made and entered into this 18th day of October, 2019, pursuant to the authority granted by Chapter 395 of the Texas Local Government Code, as amended, by and between the Town of Prosper, Texas (hereinafter referred to as the “Town”), and Prestonwood Baptist Church, Inc. (hereinafter referred to as “Prestonwood”).

**WITNESSETH:**

**WHEREAS**, the Town’s current Thoroughfare Plan depicts an East/West Collector as a Collector Road that requires a sixty-foot (60’) right-of-way; and

**WHEREAS**, the East/West Collector is generally located on the southern border of the Prestonwood Baptist Church property; and

**WHEREAS**, it is standard practice for the Town that when owners/developers of properties dedicate right-of-way for roadways reflected on the Town’s Thoroughfare Plan, the owners/developers of such properties dedicate one-half (1/2) of the total width necessary for the right-of-way, with the remaining one-half (1/2) of the right-of-way being dedicated by the adjacent property owner/developer; and

**WHEREAS**, to facilitate the Town’s construction of the East/West Collector, on or about September 25, 2018, Prestonwood dedicated the entire sixty-foot (60’) width of the right-of-way, which totaled 2.891 acres, more or less, for the East/West Collector; and

**WHEREAS**, the Town and Prestonwood mutually agree and acknowledge that thirty feet (30’) of right-of-way (totaling 1.4455 acres, more or less) was required to be dedicated with the Prestonwood development; and

**WHEREAS**, Prestonwood has requested roadway impact fee credits in the amount \$173,000.00 for the additional thirty-foot (30’) right-of-way that it dedicated to the Town; and

**WHEREAS**, the Town and Prestonwood mutually agree that, pursuant to Chapter 395 of the Texas Local Government Code, as amended, Prestonwood is entitled to a credit of roadway impact fees in the amount of \$173,000.00; and

**WHEREAS**, to facilitate the Town’s construction of the Dallas North Tollway/Prosper Trail Intersection Improvements project, an approximate 0.0313 acre Drainage Easement is needed on the Prestonwood property; and



**WHEREAS**, as part of the Town's consideration of the roadway impact fee credit in the amount of \$173,000.00, as referenced in this Preamble, Prestonwood has agreed to dedicate to the Town the Drainage Easement at no additional cost.

**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 Prestonwood covenant and agree as follows:

**1. Roadway Impact Fee Credit.**

A. Upon conveyance to the Town at no cost for the Drainage Easement referenced herein, Prestonwood shall receive a roadway impact fee credit in the amount of \$173,000.00. The roadway impact fees so credited are those roadway impact fees assessed by the Town, pursuant to the provisions of Article 10.02 of the Town's Code of Ordinances, as amended. Said Drainage Easement conveyance shall be in a form reasonably acceptable to the Town. In the event said conveyance has not occurred within sixty (60) days of the execution of this Agreement, this Agreement shall be null and void, and of no further force and effect.

B. The roadway impact fee credit referenced in this Paragraph 1 shall expire ten (10) years from the date of execution of this Agreement, shall apply to any development by Prestonwood on its property. In no event shall the roadway impact fee credit referenced herein accrue interest.

C. Nothing herein shall relieve Prestonwood from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

**2. Applicable Laws and 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.

**3. 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:                      Town of Prosper, Texas  
   P.O. Box 307  
   Prosper, Texas 75078  
   Att'n: Town Manager's Office

If to Prestonwood: Prestonwood Baptist Church, Inc.  
Attn: Alan Monk  
6801 West Park Blvd.  
Plano, Texas 75093  
Email: [amonk@prestonwood.org](mailto:amonk@prestonwood.org)

With a copy of legal notices to:

Addison Law  
Attn: Randy Addison  
One Lincoln Centre  
5400 LBJ Freeway, Suite 1325  
Dallas, Texas 75240  
Facsimile: 972.960.7719

4. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement, and this Agreement is not subject to Section 271.152 of the Texas Local Government Code, as amended.

5. **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.

6. **Facsimiles.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

7. **Town Manager Authorized to Execute Agreement.** The Town Council hereby authorizes the Town Manager of the Town of Prosper to execute this Agreement on behalf of the Town.

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

9. **Signatory Authority.** The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Prestonwood warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Prestonwood to same.



10. **Binding Obligation.** This Agreement is and shall be binding upon Prestonwood, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

11. **Non-binding 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 non-binding mediation.

12. **Application of Town Ordinances.** The signatories hereto shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property unless specifically enumerated herein.

**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, Town of Prosper

STATE OF TEXAS        )  
                                  )  
COUNTY OF COLLIN    )

This instrument was acknowledged before me on the \_\_\_\_ day of October, 2019, 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:  
  
\_\_\_\_\_



PRESTONWOOD BAPTIST CHURCH, Inc.

By: G. Alan Monk  
Executive Director of Administration

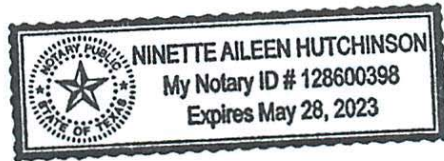
STATE OF TEXAS       )  
                                  )  
COUNTY OF COLLIN    )

This instrument was acknowledged before me on the 18th day of October, 2019, by G. Alan Monk, in his capacity as Executive Director of Administration for Prestonwood Baptist Church, Inc., 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 Prestonwood Baptist Church, Inc.

Ninette A. Hutchinson  
Notary Public, State of Texas

My Commission Expires:

5.28.23



## ENGINEERING SERVICES



**To: Mayor and Town Council**

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

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – October 22, 2019**

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**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Victory at Frontier, L.L.C., and the Town of Prosper, Texas, related to the extension of water lines to serve the Victory at Frontier development.

**Description of Agenda Item:**

Victory at Frontier, L.L.C., is developing Victory at Frontier on the southwest corner of Preston Road and Frontier Parkway and in order to facilitate the development, they will be required to extend a 16" water line as depicted on the Town of Prosper Water System Capital Improvement Plan.

Since the proposed water line is depicted on the Town of Prosper Water System Capital Improvement Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of water impact fees owed by the development. The purpose of the Water Impact Fees Reimbursement Agreement is to outline the obligations of the Town of Prosper and Victory at Frontier, L.L.C., related to the design, construction, and reimbursement of collected water impact fees to fund the project.

**Budget Impact:**

The estimated cost for the design and construction of the extension of 1,637 feet of a 16" water line and associated connections is approximately \$215,402.00. The anticipated water impact fees owed by the Victory at Frontier development is approximately \$357,606.00. If the full reimbursement is not made by the Town to Victory at Frontier, L.L.C., within the ten (10) year expiration from the date of the Town's acceptance of the water line, the Town shall endeavor to reimburse Developer from applicable water impact fee funds.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. Victory at Frontier, L.L.C., agrees to pay the Town reasonable attorney's fees charged to

the Town by the Town's legal counsel associated with preparation and negotiation of this Agreement, in an amount not to exceed \$5,000.

**Attached Documents:**

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

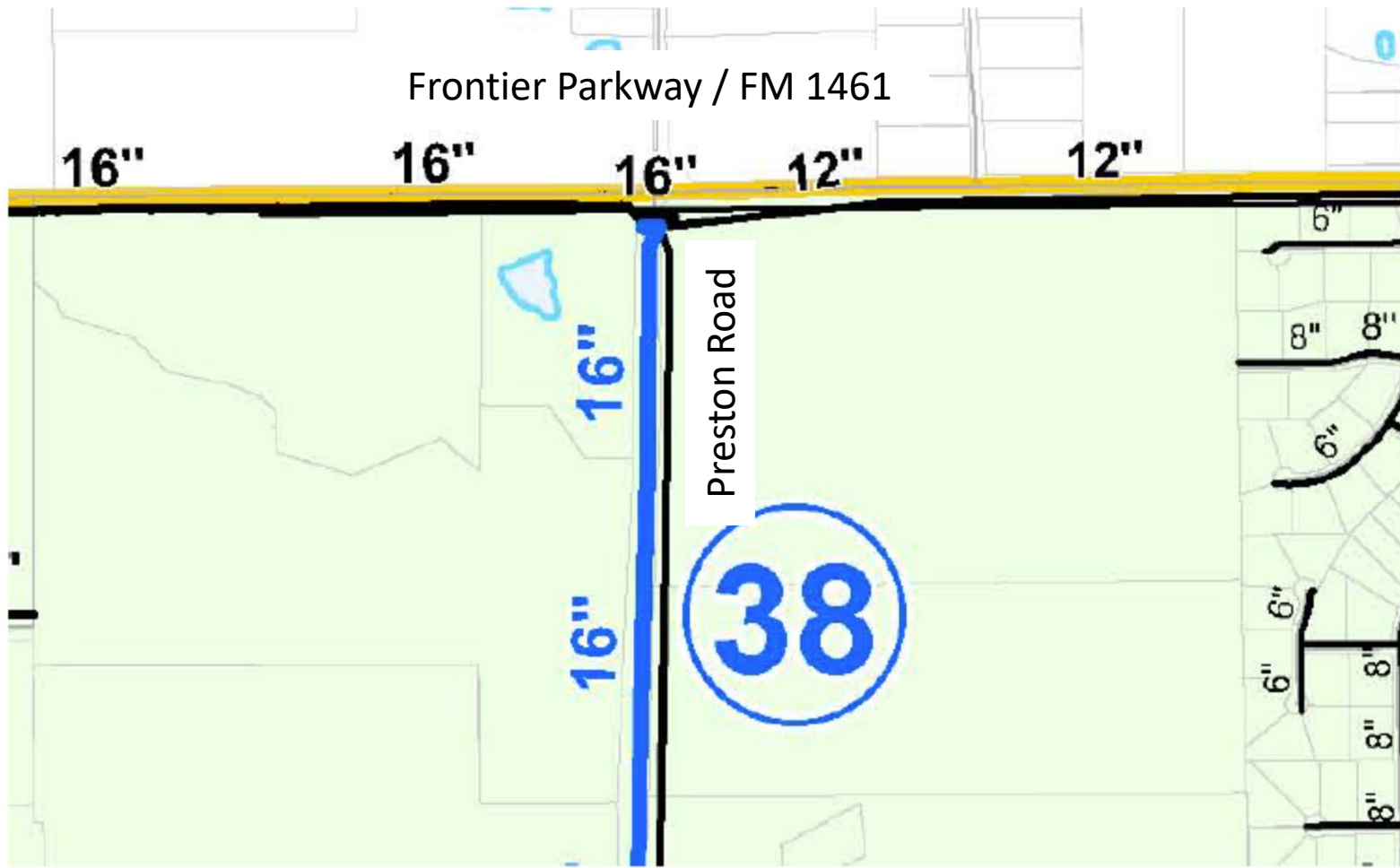
**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Victory at Frontier, L.L.C., and the Town of Prosper, Texas, related to the extension of water lines to serve the Victory at Frontier development.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Victory at Frontier, L.L.C., and the Town of Prosper, Texas, related to the extension of water lines to serve the Victory at Frontier development.

Town of Prosper Water System CIP – Victory at Frontier



**WATER IMPACT FEES REIMBURSEMENT AGREEMENT**  
**(Victory at Frontier)**

**THIS WATER IMPACT FEES REIMBURSEMENT AGREEMENT (“Agreement”)** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between the Town of Prosper, Texas (“Prosper” or the “Town”), and Victory at Frontier, LLC, a Texas limited liability company (“Developer”), individually referred to as a “Party” and collectively referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, Developer is developing a project in the Town known as Victory at Frontier (“Victory at Frontier”) which development previously has been approved, in part, by the Town, and which contains multiple development phases; and

**WHEREAS**, the legal descriptions of the Victory at Frontier property (“Property”) are attached hereto as **Exhibit A**; and

**WHEREAS**, the Town and Developer wish to address the construction of water mains as well as the timing, construction and payment of associated costs thereof, related to Victory at Frontier; and

**WHEREAS**, the Town and Developer acknowledge that the construction of water mains to and in Victory at Frontier is desirable; however, both Parties recognize the capital costs associated with the construction of water mains to and in Victory at Frontier; and

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

**WHEREAS**, in an effort to facilitate the construction of water mains serving Victory at Frontier, the Parties have agreed to the terms and provisions of this Agreement; and

**WHEREAS**, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of water mains and the development of Victory at Frontier proceed uniformly.

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

1. **Water Impact Fees and Water CIP Project**. Builders of improvements on the land within Victory at Frontier shall be subject to and shall pay the Town water impact fees, currently estimated at \$357,606.00 pursuant to applicable provisions of the Town’s Code of Ordinances, as amended. In the development of Victory at Frontier, there is an

impact-fee eligible water main project ("**Water CIP Project**") that is identified on the Town's Water CIP that Developer agrees to construct, if and to the extent Developer elects in its discretion to develop Victory at Frontier, which Water CIP Project is reflected in **Exhibit B**, attached hereto and incorporated by reference. Should Developer elect in its discretion or otherwise be required to construct the sixteen (16) inch CIP Water Main along Preston Road, then Developer shall be entitled to reimbursement for same in accordance with the terms of this Agreement.

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

(b) It is believed that no Third Party Project Easements shall be required, however, should it be determined that any such easement is required, Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third Party Water Project Easements, including, but not limited to, purchase cost, title examination, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioner's fees and costs of appeal, if any ("**Easement Acquisition Fees**"). If requested by the Town, Developer shall, at its sole cost and expense (but subject to reimbursement as described below), lead all easement acquisition efforts for the Third Party Water Project Easements, including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third Party Water Project Easements as required for the Water CIP Project. Developer shall pay any and all Easement Acquisition Fees within twenty-one (21) calendar days of receiving a written request and supporting invoice from the Town for the same.

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

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

(e) If the Third Party Water Project Easements are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the Town, the land made the subject of the Third Party Water Project Easements, within ninety (90) days after the Effective Date on terms acceptable to the Town, then the Town shall

commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Third Party Water Project Easements as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Paragraph.

3. **Easement Acquisition Fees, Construction Costs and Reimbursement.**

Provided Developer constructs any Water CIP Project contemplated by this Agreement substantially in accordance with the plans approved by the Town, Developer shall be reimbursed impact fee-eligible costs as described in this Agreement for the Easement Acquisition Fees and construction costs associated with the Water CIP Project. The phrase "Easement Acquisition Fee" shall have the meaning as defined in Paragraph 2(b) above. The current estimated cost expected for Easement Acquisition Fees for the Water CIP Project is \$0.00. The term "construction costs" as used above shall mean the actual costs of constructing the Water CIP Project, including, but not limited to, design costs, labor and material costs, engineering costs, surveying costs and geotechnical material testing costs associated with the Water CIP Project. The current estimated construction costs for the planned Water CIP Project is \$215,402.00. No Easement Acquisition Fees or construction costs for any Water CIP Project shall be incurred by Developer until Developer submits a request for reimbursement for same to the Town's Engineer for review and written approval, which review and approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, by execution hereof, the Town approves the construction costs as estimated on **Exhibit E** attached hereto. Reimbursement amount to be based on actual construction costs. The Developer to provide documentation to verify actual construction costs prior to the Town's final acceptance of the Water CIP Project. The Town will use its reasonable efforts to pay Developer any requested reimbursement quarterly and as applicable, on January 15, April 15, July 15, and October 15 of each year beginning the first quarterly date after the Town accepts any particular Water CIP Project.

4. **Reimbursements from Water Impact Fees.** Any reimbursement to Developer contemplated by this Agreement shall come only from water impact fees collected by the Town from eligible development expenses as described in this Agreement within Victory at Frontier and the additional service areas to be served by the Water CIP Project as shown on **Exhibit C**, attached hereto. The reimbursement of water impact fees for the Water CIP Project shall cease when the amount tendered to Developer through the reimbursement of collected water impact fees by the Town equals the total of the sum of the Easement Acquisition Fees and construction costs, as defined above. Attached hereto and incorporated by reference is **Exhibit D**, which exhibit reflects the current proposed development schedule of the Property by phases, and anticipated water impact fees to be collected by the Town and to be reimbursed to Developer by the Town.

5. **Timing of Reimbursement by the Town.** Water impact fees collected by the Town shall be reimbursed to Developer for eligible Water CIP Project costs as described above. For purposes of clarification, upon the Town's acceptance of the Water



CIP Project, Developer shall receive reimbursement of water impact fees collected by the Town until Developer is paid the full amount eligible for reimbursement.

6. **Obligation to Reimburse.** In the event that full reimbursement has not been made to Developer by the Town after the expiration of ten (10) years from the date of acceptance of the Water CIP Project for Victory at Frontier, as reflected in the Water CIP and as contemplated by this Agreement, the Town shall endeavor to reimburse Developer from general water impact fees collected by the Town.

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

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

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

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

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

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

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

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

If to the Developer:           Tony Ramji  
Victory at Frontier, LLC  
6125 Luther Lane #583  
Dallas, Texas 75225

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

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

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

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

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

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

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

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

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

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

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

ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE WATER CIP PROJECT CONTEMPLATED HEREIN (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER(S) IN PROVIDING SUCH DEFENSE. DEVELOPER SHALL NOT BE REQUIRED TO INDEMNIFY THE TOWN FROM CLAIMS CAUSED IN WHOLE OR IN PART BY THE TOWN'S NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACTS AND/OR OMISSIONS, OR ANY OTHER THIRD PARTIES FOR WHOM THE TOWN ENGAGED.

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

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

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

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

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

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

29. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a

determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**THE TOWN OF PROSPER, TEXAS**

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

Name: Harlan Jefferson

Title: Town Manager

**STATE OF TEXAS** )

)

**COUNTY OF COLLIN** )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

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

**Victory at Frontier, LLC, a Texas limited liability company,**

**By: Victory Real Estate Group, LLC, a Texas limited liability company, its Manager**

By: \_\_\_\_\_  
Name: Tony Ramji  
Title: Manager

**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 Tony Ramji, Manager of Victory Real Estate Group, LLC, a Texas limited liability company, the Manager of Victory at Frontier, LLC, a Texas limited liability company, 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 entities.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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



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

**See Following Pages**

**BEING** a tract of land situated in the Spencer Rice Survey, Abstract No. 787, Town of Prosper, Collin County, Texas, and being a called 29.090 acre of land described in a deed to Swisher Partners, L.P. recorded in Instrument Number 20111123001271760, Deed Records, Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at the southeast corner of said 29.090 acre tract, same being in the north line of a called 75.475 acre tract of land described in a deed to Ganapathy LTD., recorded in Volume 5894, Page 1749 Land Records, Collin County, Texas, said iron rod also being on the west Right-of-Way line of State Highway 289 (Preston Road, variable Right-of-Way at this point), from said corner, a found 5/8" iron rod bears South 89°10'01" East, 0.42 feet;

**THENCE** departing the west Right-of-Way line of said State Highway 289, with the south line of said 29.090 acre tract and with the north line of said Ganapathy LTD. the following calls:

North 89°10'01" West a distance of 199.58 feet to a 5/8" iron rod found for corner;

North 35°29'45" West a distance of 282.07 feet to a 5/8" iron rod found for corner;

North 89°12'50" West a distance of 298.00 feet to a 5/8" iron rod found for corner;

**THENCE** continuing along the south line of said 29.090 acre tract and continuing with the north line of said Ganapathy LTD., South 00°47'10" West a distance of 284.91 feet to the centerline of a ditch;

**THENCE** with the south line of said 29.090 acre tract, continuing with the north line of said Ganapathy LTD., tract and along the general course of the centerline of said ditch the following calls:

North 54°43'20" West a distance of 107.29 feet to a point for corner;

North 46°38'24" West a distance of 109.44 feet to a point for corner;

South 69°33'40" West a distance of 201.06 feet to a point for corner;

South 65°18'18" West a distance of 218.72 feet to a point for corner;

**THENCE** departing the south line of said 29.090 acre tract, the north line of said Ganapathy LTD., tract, and departing said ditch, North 01°08'16" West, 1,163.39 feet to a 5/8" iron rod with red cap marked KHA set for a corner on the north line of said 29.090 acre tract, same being on the south right of way line of Frontier Parkway (variable width Right-of-Way);

**THENCE** with the north line of said 29.090 acre tract, and the south right of way line of said Frontier Parkway, the following calls: North 88°51'44" East, a distance of 965.29 feet to a 5/8" iron rod with red cap marked KHA set for a corner;

South 77°54'01" East, a distance of 76.90 feet to a 5/8" iron rod with red cap marked KHA set for a corner;

North 89°32'23" East, a distance of 178.70 feet to a PK nail set for the most northerly, northeast corner of said 29.090 acre tract;

South 45°16'25" East, a distance of 53.90 feet to a brass highway monument stamped "2332" found for the northwest corner of a called 0.402 acre tract of land described in Judgment of Court in Absence of Objection and recorded in County Court at Law No. 4 under Number 004-02321-2011;

**THENCE** departing the north line of said 29.090 acre tract and with the west line of said 0.402 acre tract, South 00°49'34" West, a distance of 117.44 feet to an aluminum highway monument found for a corner;

**THENCE** continuing along the east line of said 29.090 acre tract, and with the west line of said 0.402 acre tract, South 05°19'04" East, a distance of 100.58 feet to a 5/8" iron rod with red cap marked KHA set for a corner on the east line of said 14.840 acre tract, same being on the west Right-of-Way line of aforesaid State Highway 289 (Preston Road);

**THENCE** continuing along the east line of said 29.090 acre tract and with the west Right-of-Way line of said State Highway 289 the following calls:

South 00°50'26" West a distance of 85.46 feet to a 5/8" iron rod with red cap stamped KHA set for a corner;

South 03°42'11" West, passing at a distance of 114.24, a found brass highway monument, continuing for a total distance of 200.25 feet to a 5/8" iron rod with red cap stamped KHA set for a corner;

South 00°50'26" West, passing at a distance of 200.16 feet, a found wooden right of way marker, continuing for a total distance of 554.18 feet to the **POINT OF BEGINNING** and containing 29.090 acres of land.

Bearing system based on the monuments found in the east line of a called 146.42 acre tract of land described in a deed to Shaddock Developers LTD., recorded in Volume 5826, Page 13, Land Records, Collin County, Texas.

**TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY**

Being a 7.930 acre tract of land situated in the Spencer Rice Survey, Abstract No. 787, in the Town of Prosper, Collin County, Texas, being a part of that same tract of land described to Ganapathy, Ltd. by deed recorded in Volume 5894, Page 1749, of the Deed Records of Collin

County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000152710):

BEGINNING at a 5/8 inch rebar found for the Southeast corner of a tract of land described to Victory at Frontier, LLC by deed recorded in Document No. 20161122001590950, of the Official Public Records of Collin County, Texas, same being the Northeast corner of said Ganapathy, Ltd. tract, and lying on the West right-of-way line of Preston Road (State Highway 289) (variable width right-of-way);

THENCE South 01 Degrees 24 Minutes 24 Seconds West, with the West right-of-way line of said Preston Road, a distance of 160.30 feet to a Brass Monument found for the North corner of a tract of land described to the State of Texas by deed recorded in Document No. 20110909000955640, O.P.R.C.C.T.;

THENCE South 04 Degrees 40 Minutes 02 Seconds West, continuing with the West right-of-way line of said Preston Road, and with the West line of said State of Texas tract, a distance of 100.17 feet to a Brass Monument found for corner;

THENCE South 01 Degrees 19 Minutes 04 Seconds West, continuing with the West right-of-way line of said Preston Road, and with the West line of said State of Texas tract, a distance of 136.65 feet to a point for corner on the Northwest line of a tract of land described to the Town of Prosper, Texas by deed recorded in Document No. 20151223001600670, O.P.R.C.C.T., and being the beginning of a non-tangent curve to the left, having a central angle of 8 Degrees 30 Minutes 01 Seconds, a radius of 505.04 feet, and a chord bearing and distance of South 05 Degrees 39 Minutes 43 Seconds West, 74.86 feet;

THENCE, in a southerly direction, with the West line of said Town of Prosper tract, continuing with the West right-of-way line of said Preston Road, and along said non-tangent curve to the left, an arc length of 74.93 feet to a point for corner;

THENCE South 01 Degrees 23 Minutes 34 Seconds West, continuing with the West line of said Town of Prosper tract and the West right-of-way line of said Preston Road, a distance of 169.88 feet to a point for the Southeast corner of the herein described tract, said point lying near the center of a concrete drainage rip rap;

THENCE, departing the West right-of-way line of said Preston Road, and the West line of said Town of Prosper tract, over, across, and through said Ganapathy, Ltd. tract, along a creek, the following courses and distances:

1. North 68 Degrees 26 Minutes 59 Seconds West, a distance of 67.52 feet to a point for corner;
2. North 44 Degrees 47 Minutes 36 Seconds West, a distance of 36.02 feet to a point for corner;
3. North 72 Degrees 37 Minutes 11 Seconds West, a distance of 45.61 feet to a point for corner;
4. North 45 Degrees 00 Minutes 26 Seconds West, a distance of 38.46 feet to a point for corner;

5. North 29 Degrees 04 Minutes 28 Seconds West, a distance of 55.96 feet to a point for corner;
  6. North 21 Degrees 45 Minutes 04 Seconds West, a distance of 43.98 feet to a point for corner;
  7. North 39 Degrees 20 Minutes 23 Seconds West, a distance of 38.60 feet to a point for corner;
  8. North 78 Degrees 37 Minutes 23 Seconds West, a distance of 27.75 feet to a point for corner;
  9. North 60 Degrees 14 Minutes 43 Seconds West, a distance of 43.86 feet to a point for corner;
  10. North 53 Degrees 46 Minutes 59 Seconds West, a distance of 50.60 feet to a point for corner;
  11. North 61 Degrees 53 Minutes 52 Seconds West, a distance of 46.24 feet to a point for corner;
  12. North 51 Degrees 21 Minutes 56 Seconds West, a distance of 52.18 feet to a point for corner;
  13. North 51 Degrees 36 Minutes 52 Seconds West, a distance of 83.26 feet to a point for corner;
  14. North 48 Degrees 22 Minutes 22 Seconds West, a distance of 65.47 feet to a point for corner;
  15. North 39 Degrees 13 Minutes 51 Seconds West, a distance of 41.96 feet to a point for corner;
  16. North 15 Degrees 56 Minutes 22 Seconds West, a distance of 61.19 feet to a point for corner;
  17. North 28 Degrees 54 Minutes 13 Seconds West, a distance of 57.30 feet to a point for corner;
  18. THENCE North 44 Degrees 07 Minutes 47 Seconds West, continuing through said Ganapathy, Ltd. tract, a distance of 56.24 feet to a point in a creek for corner, said point being the westernmost Southeast corner of said Victory at Frontier, LLC tract, same being the Northwest corner of the herein described tract;
- THENCE North 01 Degrees 21 Minutes 08 Seconds East, with the westernmost East line of said Victory at Frontier, LLC tract, a distance of 284.91 feet to a 5/8 inch rebar found for the easternmost Northwest corner of said Ganapathy, Ltd. tract, same being an interior "ell" corner of said Victory at Frontier, LLC tract;
- THENCE South 88 Degrees 38 Minutes 52 Seconds East, with a South line of said Victory at Frontier, LLC tract, a distance of 298.00 feet to a 1/2 inch rebar with a cap stamped "ASC" set for corner;
- THENCE South 34 Degrees 54 Minutes 47 Seconds East, with the easternmost Southwest line of said Victory at Frontier, LLC tract, passing a 1/2 inch rebar with a cap stamped "CBG" found at a distance of 49.06 feet and continuing for a total distance of 282.07 feet to a 5/8 inch rebar found for the easternmost Southwest corner of said Victory at Frontier, LLC tract;
- THENCE South 88 Degrees 36 Minutes 03 Seconds East, with the easternmost South line of said Victory at Frontier, LLC tract, a distance of 199.57 feet to the POINT OF BEGINNING and containing 345,433 square feet or 7.930 acres of land, more or less.

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

**1,637 LF of 16" water line along Preston Road**



**EXHIBIT D**  
**(Initial Anticipated Phasing of Development and Projected Water Impact Fees)**

**See Next Page for Site Plan**





**EXHIBIT E  
ESTIMATED CONSTRUCTION COSTS APPROVED BY THE TOWN  
SEE FOLLOWING 3 PAGES**



Developer, Consultants, Builder  
PO BOX 903, McKinney, TX 75070  
(214) 484-3641

**SITE DEVELOPMENT COST ESTIMATE**

**CLIENT:** Victory @ Frontier, LLC  
**PROJECT:** Victory @ Frontier - 16" Water Line  
1921 N. Preston Road, Prosper, TX 75078

**DATE** 09/18/19  
**BY** JLJ

<b>SITE DEVELOPMENT ESTIMATE - TOTAL</b>		<b>\$ 209,402.00</b>
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**SITE WORK ONLY**

Cost Codes	Summary of Costs				
300	Dirt Work				\$ 9,995.00
500A	Water				\$ 166,806.00
500B	Utility Misc.				\$ 4,665.00
900D	Testing & Staking				\$ 3,000.00
900E	SWPPP & Miscellaneous				\$ 2,500.00
100	On Site Supervision and General Conditions				\$ 22,436.00

**ASSUMPTIONS, EXCLUSIONS & COMMENTS**

1	Excludes impact and permit fees, Public Utilities, any paving removal, replacement or new, monument sign/foundation, screening or retaining walls, landscape or irrigation (new or repairs), sewer or storm installation, meters/meter fees and any item not specifically listed in the budget below.
2	Utility spoils to be re-spread on-site

Budget is based on plans produced by Kirkman Engineering (Civil Engineer) dated 05/16/2019.  
This bid form is property of XS Construction, LLC and is subject to use only by the Owner pertaining to this project, identified in the Project Name above, for budgetary and financial review and may not be disseminated to other General Contractors or persons without prior consent of XS Construction, LLC.



Developer, Consultants, Builder  
 PO BOX 903, McKinney, TX 75070  
 (214) 484-3641

SITE DEVELOPMENT COST ESTIMATE

CLIENT: Victory @ Frontier, LLC  
 PROJECT: Victory @ Frontier - 16" Water Line  
1921 N. Preston Road, Prosper, TX 75078

DATE 09/18/19  
 BY JLJ

CODE	DESCRIPTION OF WORK	QTY	UNIT	PRICE	AMOUNT
<b>DIRT WORK</b>					
					\$ 9,995.00
300	Installation of 1,646 LF of silt fence, mobilization of equipment, JD 250 excavator for 11 trees demo, tree grinding and removal	1	LS	\$ 9,995.00	\$ 9,995.00
<b>WATER</b>					
					\$ 166,806.00
500A	Conenct to 16" Water Stub	1	EA	\$ 3,950.00	\$ 3,950.00
500A	16" Water Line	1,637	LF	\$ 68.00	\$ 111,316.00
500A	16" Buterfly Valve	6	EA	\$ 5,330.00	\$ 31,980.00
500A	Fittings	1	LS	\$ 11,375.00	\$ 11,375.00
500A	Testing	1,637	LF	\$ 2.00	\$ 3,274.00
500A	Layout	1,637	LF	\$ 2.00	\$ 3,274.00
500A	Trench Safety	1,637	LF	\$ 1.00	\$ 1,637.00
<b>UTILITY MISC.</b>					
					\$ 4,665.00
500B	Bond to City	1	LS	\$ 4,665.00	\$ 4,665.00
<b>TESTING &amp; STAKING</b>					
					\$ 3,000.00
900D	Density & Moisture Backfill Testing	1	LS	\$ 2,000.00	\$ 2,000.00
900D	Staking	1	LS	\$ 1,000.00	\$ 1,000.00
<b>SWPPP &amp; MISCELLANEOUS</b>					
					\$ 2,500.00
900E	SWPPP maintenance & measures	1	LS	\$ 2,500.00	\$ 2,500.00
<b>ON SITE SUPERVISION AND GENERAL CONDITIONS</b>					
					\$ 22,436.00
100	On Site Supervision and General Conditions	1	LS	\$ 22,436.00	\$ 22,436.00



Invoice Date 7/8/2019  
Invoice # 2289

Bill To:  
  
Victory @ Frontier  
8201 Preston Rd, Ste. 700  
Dallas, TX 75225

Remit To:  
  
Kirkman Engineering, LLC  
4821 Merlot Avenue, Suite 210  
Grapevine, TX 76051

Project Name: Victory Shops at Frontier V-FRONT  
Account #: VIC17007  
Terms: Net 30  
Due Date: 8/7/2019

Billing Period:  
June 2019

Project Manager: Patrick Filson

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<u>Item</u>	<u>Contract Amt</u>	<u>Total Prev. Billed</u>	<u>Prior %</u>	<u>Current %</u>	<u>Current Billed</u>
<u>SURVEY SERVICES</u>					
Off-Site Util Construction Doc.	6,000.00			100.00%	6,000.00

Invoice Total \$6,000.00

## PLANNING



**To: Mayor and Town Council**

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

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – October 22, 2019**

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**Agenda Item:**

Consider and act upon an ordinance rezoning 0.2± acres from Downtown Office (DTO) to Planned Development-Downtown Office (PD-DTO), located on the northeast corner of Church Street and Second Street, to allow for the development of an Assisted Living Facility. (Z19-0013).

**Description of Agenda Item:**

On September 24, 2019, the Town Council approved the proposed rezoning request, by a vote of 7-0, subject to the following conditions:

1. Approval of a Development Agreement by Town Council, including building elevations consistent with proposed Exhibit F.

An ordinance has been prepared accordingly. In addition, a Development Agreement has been prepared and is also on the October 22, 2019, agenda for consideration in conjunction with this request.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance
2. Exhibits A, B, C, D, E, F, and G

**Town Staff Recommendation:**

Staff recommends the Town Council approve an ordinance rezoning 0.2± acres from Downtown Office (DTO) to Planned Development-Downtown Office (PD-DTO), located on the northeast corner of Church Street and Second Street, to allow for the development of an Assisted Living Facility.

**Proposed Motion:**

I move to approve an ordinance rezoning 0.2± acres from Downtown Office (DTO) to Planned Development-Downtown Office (PD-DTO), located on the northeast corner of Church Street and Second Street, to allow for the development of an Assisted Living Facility.

## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 19-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 0.241 ACRES, SITUATED IN THE COLLIN COUNTY SCHOOL LAND, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS FROM DOWNTOWN OFFICE (DTO) TO PLANNED DEVELOPMENT-DOWNTOWN OFFICE (PD-DTO); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request (Case Z19-0013) from Trinity Group International ("Applicant"), to rezone 0.241 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, from Downtown Office (DTO) to Planned Development-Downtown Office (PD-DTO) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

**WHEREAS**, all legal notices required for rezoning have been given in the manner and form set forth by law, Public Hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

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

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

**SECTION 1**

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

**SECTION 2**

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance, adopted by Ordinance No. 05-20 is amended as follows: The zoning designation of the below described property containing 0.241 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads, and alleyways contiguous and/or adjacent thereto is hereby zoned as Planned Development-Downtown Office (PD-DTO) 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; 5) the Façade Plans, attached hereto as Exhibit F; and 6) the Landscape Plans, attached hereto as Exhibit G, which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

- 1. Approval of a Development Agreement by Town Council, including building elevations consistent with proposed Exhibit F.

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

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

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

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

**SECTION 6**

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

**SECTION 7**

Savings/Repealing Clause. Prosper’s Zoning Ordinance No. 05-20 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 8**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 22<sup>nd</sup> DAY OF OCTOBER, 2019.**

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

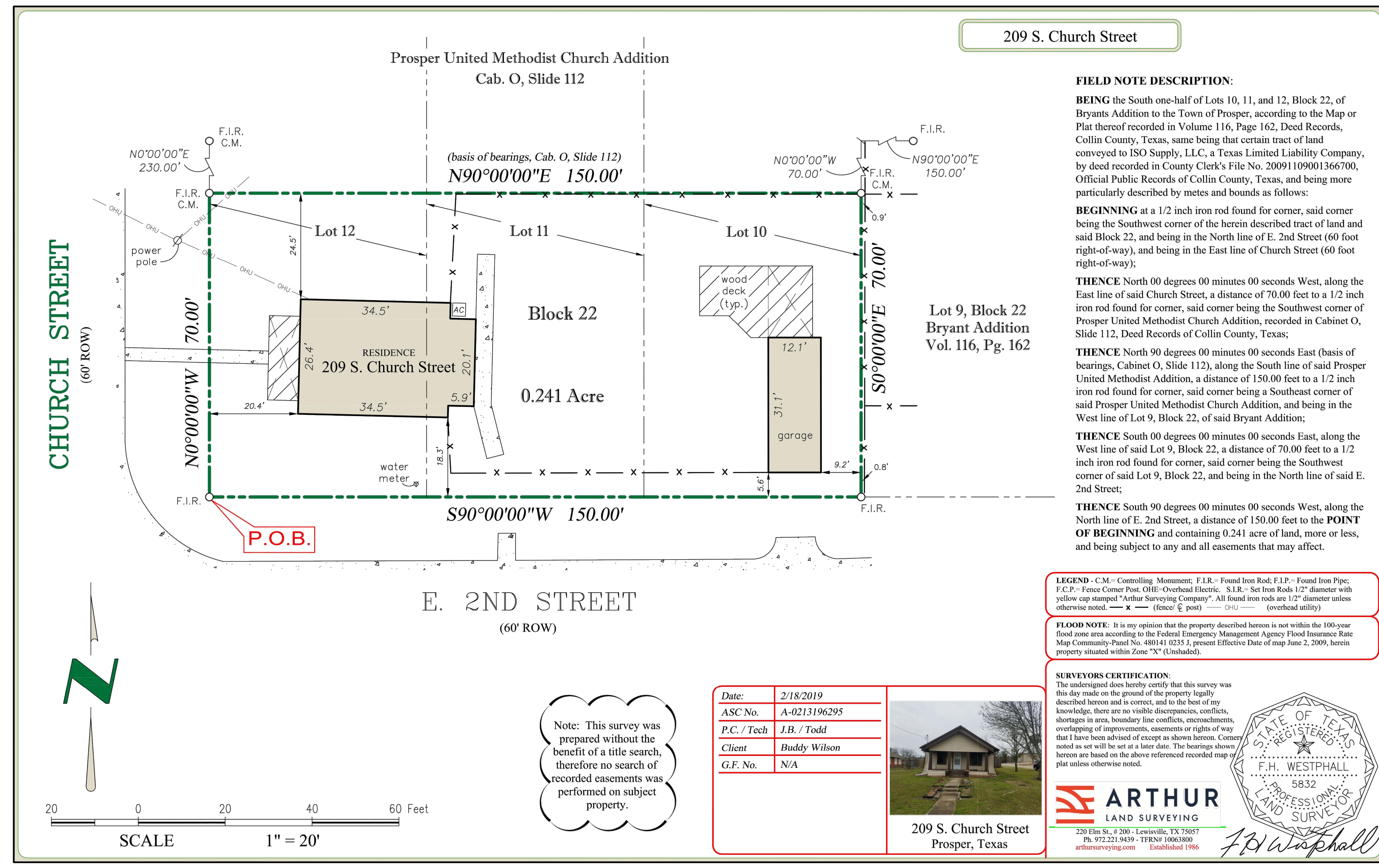
**ATTEST:**

\_\_\_\_\_  
**Robyn Battle, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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





**FIELD NOTE DESCRIPTION:**  
**BEING** the South one-half of Lots 10, 11, and 12, Block 22, of Bryants Addition to the Town of Prosper, according to the Map or Plat thereof recorded in Volume 116, Page 162, Deed Records, Collin County, Texas, same being that certain tract of land conveyed to ISO Supply, LLC, a Texas Limited Liability Company, by deed recorded in County Clerk's File No. 20091109001366700, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:  
**BEGINNING** at a 1/2 inch iron rod found for corner, said corner being the Southwest corner of the herein described tract of land and said Block 22, and being in the North line of E. 2nd Street (60 foot right-of-way), and being in the East line of Church Street (60 foot right-of-way);  
**THENCE** North 00 degrees 00 minutes 00 seconds West, along the East line of said Church Street, a distance of 70.00 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of Prosper United Methodist Church Addition, recorded in Cabinet O, Slide 112, Deed Records of Collin County, Texas;  
**THENCE** North 90 degrees 00 minutes 00 seconds East (basis of bearings, Cabinet O, Slide 112), along the South line of said Prosper United Methodist Addition, a distance of 150.00 feet to a 1/2 inch iron rod found for corner, said corner being a Southeast corner of said Prosper United Methodist Church Addition, and being in the West line of Lot 9, Block 22, of said Bryant Addition;  
**THENCE** South 00 degrees 00 minutes 00 seconds East, along the West line of said Lot 9, Block 22, a distance of 70.00 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of said Lot 9, Block 22, and being in the North line of said E. 2nd Street;  
**THENCE** South 90 degrees 00 minutes 00 seconds West, along the North line of E. 2nd Street, a distance of 150.00 feet to the **POINT OF BEGINNING** and containing 0.241 acre of land, more or less, and being subject to any and all easements that may affect.

**LEGEND:** C.M. - Controlling Monument; F.I.R. - Found Iron Rod; F.I.P. - Found Iron Pipe; F.C.P. - Fence Corner Post; O.H.U. - Overhead Electric; S.I.R. - Set Iron Rods 1/2" diameter with yellow cap stamped "Arthur Surveying Company". All found iron rods are 1/2" diameter unless otherwise noted. X - (fence) post; O.H.U. - (overhead utility)

**FLOOD NOTE:** It is my opinion that the property described herein is not within the 100-year flood zone area according to the Federal Emergency Management Agency Flood Insurance Rate Map Community Panel No. 480141 0251, present Effective Date of map June 2, 2009, herein property situated within Zone "X" (Unshaded).

**SURVEYORS CERTIFICATION:**  
 The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and to the best of my knowledge, there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights of way that have been advised of except as shown hereon. Corners noted as set will be set at a later date. The bearings shown hereon are based on the above referenced recorded map or plat unless otherwise noted.

Date:	2/18/2019
ASC No.:	A-0213196295
P.C. / Tech:	J.B. / Todd
Client:	Buddy Wilson
G.F. No.:	N/A

209 S. Church Street  
Prosper, Texas

**ARTHUR LAND SURVEYING**  
 220 Elm St., # 200 - Lewisville, TX 75057  
 Ph. 972.221.9439 - TERN# 10663800  
 arthursurveying.com Established 1996

Note: This survey was prepared without the benefit of a title search, therefore no search of recorded easements was performed on subject property.



- PROPERTY ID: 1554204**  
 LEGAL: BRYANT'S FIRST ADDITION (CPR) BLK 21, LOTS 3-6.  
 CURRENT USE: MULTI-FAMILY  
 FUTURE LAND USE: SINGLE-FAMILY  
 OWNER: PROSPER PARTNERSHIP
- PROPERTY ID: 916216**  
 LEGAL: BRYANT'S FIRST ADDITION (CPR) BLK 21, LOT 8A-1A-9A.  
 CURRENT USE: SINGLE-FAMILY  
 FUTURE LAND USE: SINGLE-FAMILY  
 OWNER: MAHARD ERNEST JR
- PROPERTY ID: 916261**  
 LEGAL: BRYANT'S FIRST ADDITION (CPR) BLOCK 21, LOT 1B & 8C.  
 CURRENT USE: SINGLE-FAMILY  
 FUTURE LAND USE: SINGLE-FAMILY  
 OWNER: GARIBAY JOSE ANTONIO
- PROPERTY ID: 916282**  
 LEGAL: BRYANT'S FIRST ADDITION (CPR) BLOCK 21, LOT 8B & 9B.  
 CURRENT USE: SINGLE-FAMILY  
 FUTURE LAND USE: SINGLE-FAMILY  
 OWNER: MAHARD ERNEST
- PROPERTY ID: 211325**  
 LEGAL: BRYANT'S FIRST ADDITION (CPR) BLK 23, LOT 3R1 (REPLAT).  
 CURRENT USE: OFFICE  
 FUTURE LAND USE: DOWNTOWN OFFICE  
 OWNER: 4-R FARMS INC
- PROPERTY ID: 916256**  
 LEGAL: BRYANT'S FIRST ADDITION (CPR) BLOCK 24, LOT 1.  
 CURRENT USE: TOWN PARK  
 FUTURE LAND USE: DOWNTOWN OFFICE  
 OWNER: PROSPER TOWN OF
- PROPERTY ID: 916265**  
 LEGAL: BRYANT'S FIRST ADDITION (CPR) BLOCK 24, LOT 2 THRU 6.  
 CURRENT USE: MUNICIPAL OFFICE  
 FUTURE LAND USE: DOWNTOWN OFFICE  
 OWNER: PROSPER TOWN OF

- PROPERTY ID: 281184**  
 LEGAL: PROSPER UNITED METHODIST CHURCH ADDITION (CPR)  
 CURRENT USE: CHURCH  
 FUTURE LAND USE: DOWNTOWN OFFICE  
 OWNER: PROSPER UNITED METHODIST CHURCH
- LOCATION OF PROPERTY:**  
 CURRENT USE: SINGLE-FAMILY  
 FUTURE LAND USE: ASSISTED LIVING  
 PROPOSED USE: OFFICE / SERVICE - DTO
- PROPERTY ID: 916219**  
 LEGAL: BRYANT'S FIRST ADDITION (CPR) BLOCK 22, LOT 7 & 8  
 CURRENT USE: SINGLE-FAMILY - DTO  
 FUTURE USE: DOWNTOWN OFFICE  
 OWNER: WEBB CHARLES NEVIL - LE

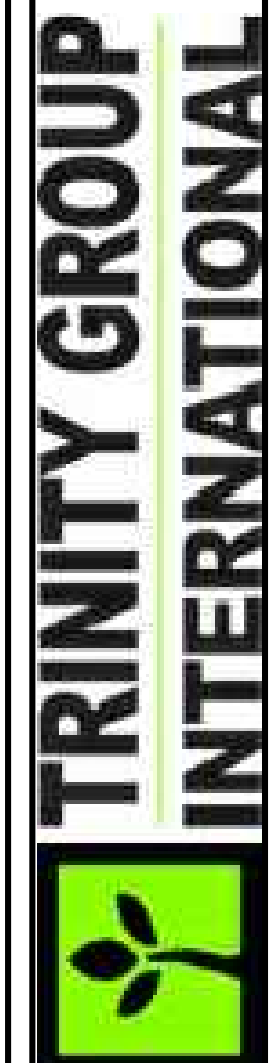
**SURROUNDING PROPERTIES**  
 SCALE - 1" = 75'-0"

**219-0013**  
 Abstract Info: Bryant Addition-Block 9, Lot 22  
 Abstract No. A-0213196295  
 Lot Size .241 Acres  
 Date: August 1, 2019

Owner: Buddy Wilson  
 214-876-7224

Application: Trinity Group International  
 972-294-4944

Surveyor: Arthur Land Surveying  
 220 Elm St., #220 Little Elm, TX  
 972-221-9439



Church Street Assisted Living  
 209 Church Street  
 Prosper, Texas





**Trinity Group International**

**20157 Fiddlers Green Rd. Frisco, Texas 75036**

**Z19-0013**

**EXHIBIT B**

**STATEMENT OF INTENT AND PURPOSE**

New construction is intended to be of a high quality and above average aesthetic curb appeal with premium finishes and products, a luxury boutique lifestyle Senior Assisted Living building compatible with current downtown/district zoning and surrounding uses. The project will serve as a live-in facility to serve and enhance the quality of life for Prosper residents and other persons in/or relocating to the Dallas- Fort Worth Metroplex allowing residents to age in place, keeping them close to the families and town they love. This is a private pay, luxury full-service facility, and will be unique in the prosper market segment and immediate surrounding areas, filling a need not currently met but in demand.

**Z19-0013****EXHIBIT "C"****DEVELOPMENT STANDARDS**

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 exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply.

1. Except as noted below, the Tract shall continue to be used in accordance with the Downtown Office (DTO) District, as it exists or may be amended.
2. Development Plans
  - A. Conceptual Site Plan: The tract shall continue to be used in general accordance with the attached concept plan, set forth in Exhibit D.
  - B. Building Elevations: The tract shall continue to be used in general accordance with the attached façade plans, set forth in Exhibit F.
  - C. Landscape Plan: The tract shall continue to be used in general accordance with the attached landscape plan, set forth in Exhibit G.
3. Uses. Uses shall be permitted in accordance with the Downtown Office (DTO) District with the exception of the following:
  - A. Assisted Care or Living Facility shall be permitted on the subject property.
4. Regulations:
  - A. Size of Yards:
    1. Minimum Front Yard – Five (5) feet.
    2. Minimum Side Yard – Five (5) feet; ten (10) feet on corner adjacent to side street.
  - B. Landscape Setbacks:
    1. Minimum Front Yard – Five (5) feet.
    2. Minimum Side Yard – Five (5) feet; ten (10) feet on corner adjacent to side street.
5. Landscaping: Required perimeter landscaping shall be permitted to be located, either within the required landscape setbacks, or otherwise on the subject property where no other conflict exists.

**TOWN OF PROSPER SITE PLAN NOTES:**

1. DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE OF ZONING ORDINANCE
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH ZONING ORDINANCE.
3. OUTDOOR LIGHTING SHALL COMPLY WITH LIGHTING AND GLARE STANDARDS CONTAINED WITHIN ZONING ORDINANCE AND SUBDIVISION REGULATION ORDINANCE.
4. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY TOWN.
5. ALL ELEVATIONS SHALL COMPLY WITH 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.
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 AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED UNIFORM BUILDING CODE.
11. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
12. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE 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 FACADE PLAN.
14. SIDEWALKS OF NOT LESS THAN SIX (6') FEET IN WIDTH ALONG THE THOROUGHFARES AND FIVE (5') FEET IN WIDTH ALONG COLLECTORS AND RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
15. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE TOWN ENGINEER.
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 COMPREHENSIVE ZONING ORDINANCE.
19. 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 CO AND/OR FINISH OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEE 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 RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED THE SITE PLAN FOR THE PROPERTY IS NULL AND VOID

**SITE INFORMATION**

ZONING	DOWNTOWN OFFICE
PROPOSED USE	ASSISTED LIVING
LOT AREA	10,500 SF.
BUILDING AREA	9,461 SF.
BUILDING HEIGHT	33'-10"
LOT COVERAGE	92.01%
FLOOR AREA RATIO	92:1
PARKING REQUIRED	4
PARKING PROVIDED	10
TOTAL IMPERVIOUS SURFACE	1,111 SF. (10.51%)
REQUIRED OPEN SPACE	1%
PROVIDED OPEN SPACE	1,492 SF. (14.21%)
PROVIDED LANDSCAPE AREA	1,110 SF. (10.56%)

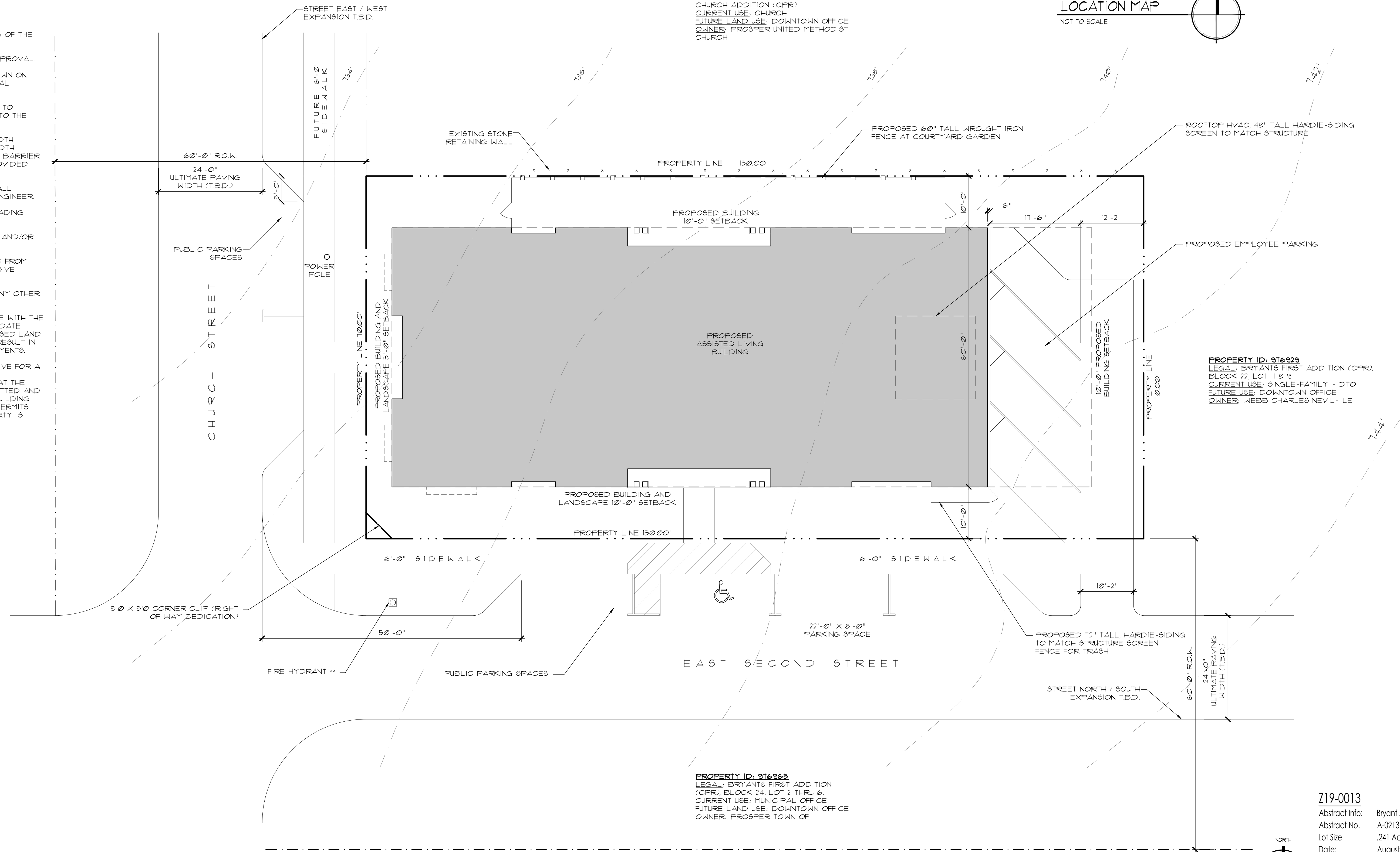


LOCATION MAP  
NOT TO SCALE

**PROPERTY ID: 257124**  
LEGAL: PROSPER UNITED METHODIST CHURCH ADDITION (CPR)  
CURRENT USE: CHURCH  
FUTURE LAND USE: DOWNTOWN OFFICE  
OWNER: PROSPER UNITED METHODIST CHURCH

**PROPERTY ID: 916929**  
LEGAL: BRYANT'S FIRST ADDITION (CPR), BLOCK 22, LOT 1 & 3  
CURRENT USE: SINGLE-FAMILY - DTO  
FUTURE USE: DOWNTOWN OFFICE  
OWNER: WEBB CHARLES NEVIL - LE

**PROPERTY ID: 916965**  
LEGAL: BRYANT'S FIRST ADDITION (CPR), BLOCK 24, LOT 2 THRU 6  
CURRENT USE: MUNICIPAL OFFICE  
FUTURE LAND USE: DOWNTOWN OFFICE  
OWNER: PROSPER TOWN OF



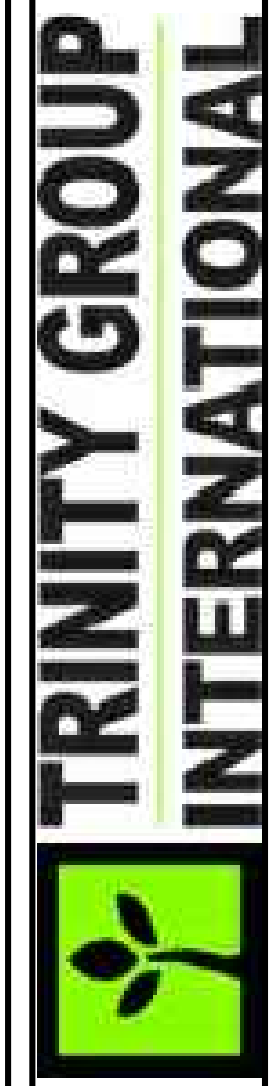
**NOTES:**

- NO 100-YEAR FLOODPLAIN EXISTS
- THE THOROUGHFARE ALIGNMENT(S) AS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT
- \*\* TO BE DETERMINED

**PROPOSED SITE PLAN**  
SCALE - 1" = 10'-0"

**19-0013**

Abstract Info: Bryant Addition-Block 9, Lot 22  
Abstract No. A-0213196295  
Lot Size .241 Acres  
Date August 1, 2019  
Owner: Buddy Wilson  
214-876-7224  
Application: Trinity Group International  
972-294-4944  
Surveyor: Arthur Land Surveying  
220 Elm St. #220 Little Elm, TX  
972-221-9439



Church Street Assisted Living  
209 Church Street  
Prosper, Texas



**Trinity Group International**

**20157 Fiddlers Green Rd. Frisco, Texas 75036**

**Z19-0013**

**EXHIBIT E**

**DEVELOPMENT SCHEDULE**

It is anticipated that construction of the 209 Church St. Luxury Senior Assisted Living building will begin Fall/Winter 2019, pending zoning, permitting and approval. Construction timeline will be approximately 8 months, with a construction schedule of 6 months from set of foundation. All construction related activities will occur onsite with professional and experienced daily onsite supervision and project management.





SOUTHWEST ELEVATION



NORTHWEST ELEVATION



SOUTHEAST ELEVATION



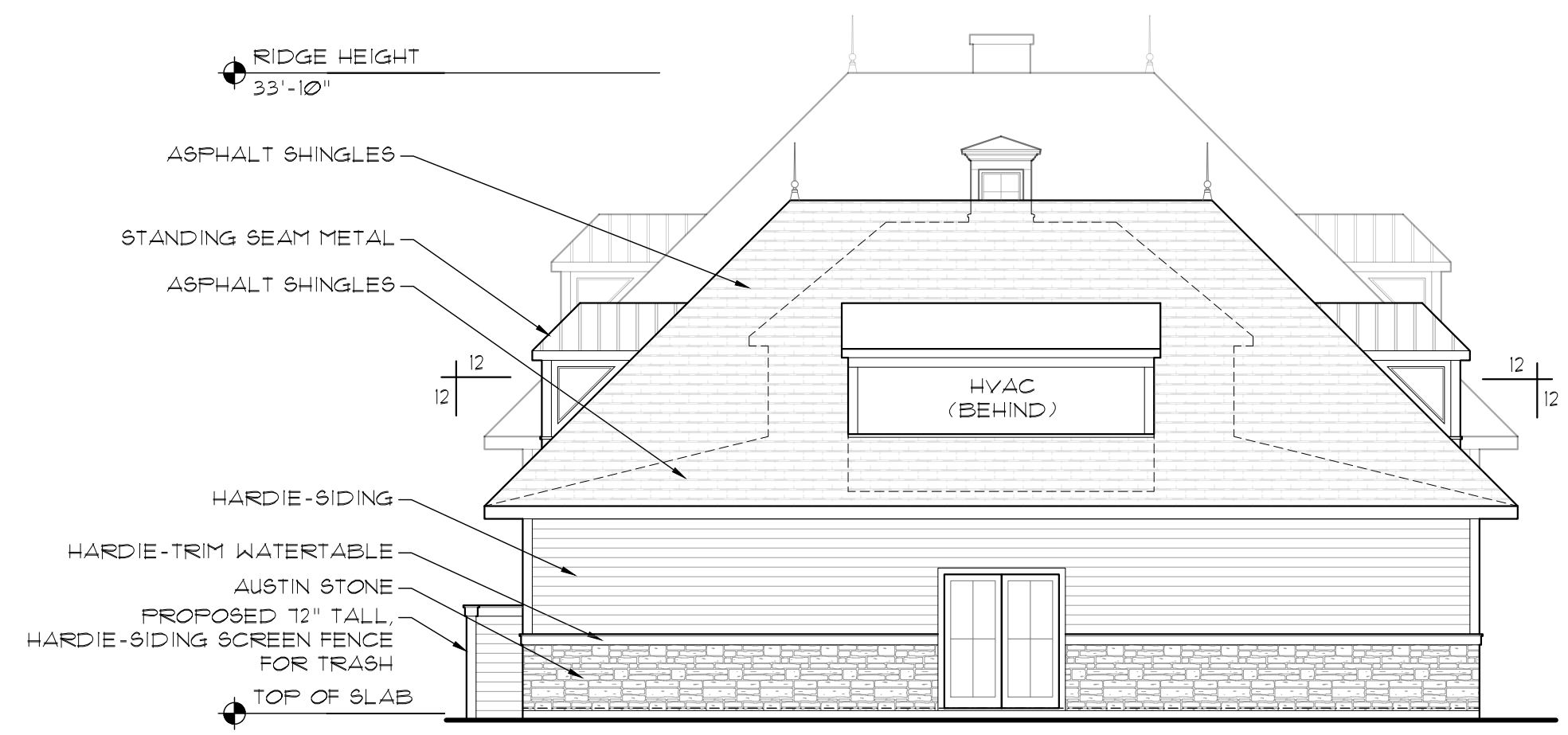
SOUTHWEST ELEVATION



NORTHWEST ELEVATION



SOUTHEAST ELEVATION



PROPOSED EAST ELEVATION  
SCALE - 1/8" = 1'-0"



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



PROPOSED WEST ELEVATION  
SCALE - 1/8" = 1'-0"



PROPOSED SOUTH ELEVATION  
SCALE - 1/8" = 1'-0"

**EXTERIOR MATERIALS SUMMARY**

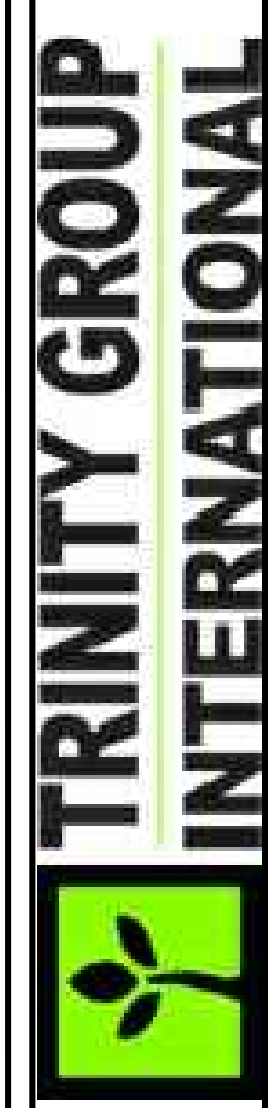
Direction	Material	Area (S.F.)	Percentage
SOUTH	OVERALL	1264 S.F.	
	GLAZING	426 S.F.	
	NET	888 S.F.	
	SIDING	771 S.F. (86.82%)	
WEST	OVERALL	916 S.F.	
	GLAZING	234 S.F.	
	NET	682 S.F.	
	SIDING	578 S.F. (84.75%)	
EAST	OVERALL	500 S.F.	
	GLAZING	48 S.F.	
	NET	452 S.F.	
	SIDING	304 S.F. (67.26%)	
NORTH	OVERALL	1264 S.F.	
	GLAZING	426 S.F.	
	NET	838 S.F.	
	SIDING	712 S.F. (84.86%)	
SOUTH	OVERALL	1264 S.F.	
	GLAZING	426 S.F.	
	NET	838 S.F.	
	SIDING	712 S.F. (84.86%)	

**FINISH INFORMATION**

- HARDIE SIDING S.W. AGREEABLE GRAY
- TRIM S.W. WHITE
- STONE AUSTIN STONE
- ROOFING DIMENSIONAL ASPHALT SHINGLE
- STANDING SEAM METAL

**Z19-0013**

Abstract Info: Bryant Addition-Block 9, Lot 22  
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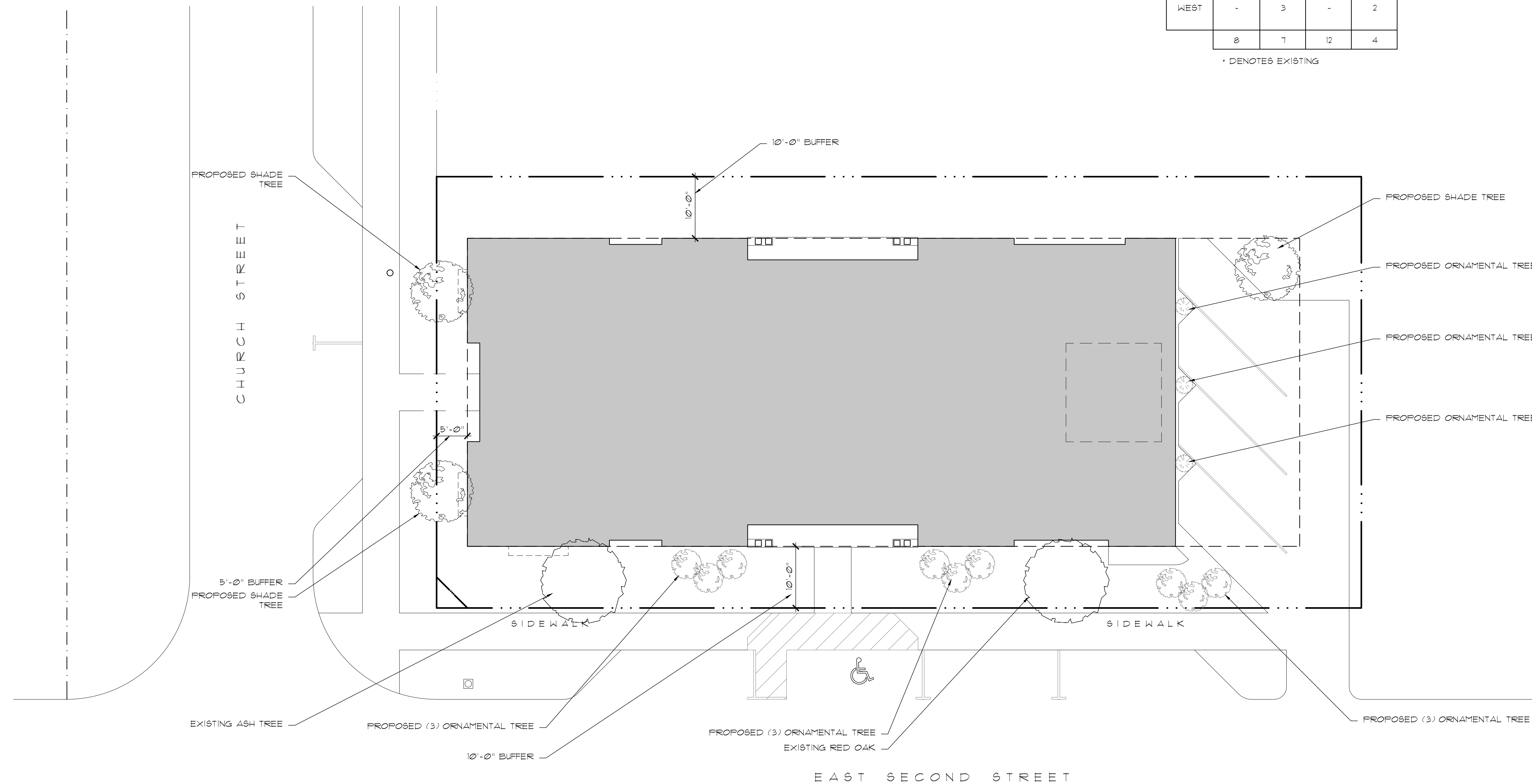
Church Street Assisted Living  
 209 Church Street  
 Prosper, Texas



PERIMETER LANDSCAPING CALCULATIONS  
(TREE REQUIREMENTS)

	REQUIRED		PROVIDED	
	SMALL	LARGE	SMALL	LARGE
NORTH	5	-	-	-
EAST	3	-	3	1
SOUTH	-	4	9	2*
WEST	-	3	-	2
	8	7	12	4

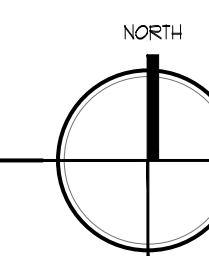
\* DENOTES EXISTING



NOTES:

- NO 100-YEAR FLOODPLAIN EXISTS
- THE THOROUGHFARE ALIGNMENT(S) AS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
- TWO EXISTING PROTECTED TREES INCLUDING ONE RED OAK TREE AND ONE ASH TREE WILL BE PRESERVED OR REPLACED IN KIND.

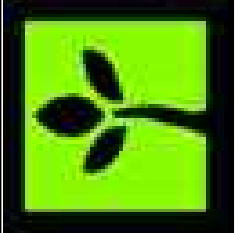
PROPOSED LANDSCAPE PLAN  
SCALE 1" = 10'-0"



Z19-0013

Abstract Info: Bryant Addition-Block 9, Lot 22  
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 972-221-9439



## PLANNING



**To:** Mayor and Town Council  
**From:** Alex Glushko, AICP, Planning Manager  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – October 22, 2019

---

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Iso Supply, LLC, and the Town of Prosper, Texas, related to an assisted living facility, located at the northeast corner of Church Street and Second Street.

**Description of Agenda Item:**

On September 24, 2019, the Town Council approved the rezoning request for an assisted living facility, located at the northeast corner of Church Street and Second Street (Z19-0013). The zoning request was approved by a vote of 7-0, subject to Town Council approval of a Development Agreement, including building elevations consistent with the proposed zoning exhibits. 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. Exhibit A-Property Description
3. Exhibit B-Assisted Living Facility Elevations

**Town Staff Recommendation:**

Staff recommends the Town Council authorize the Town Manager to execute a Development Agreement between Iso Supply, LLC, and the Town of Prosper, Texas, related to an assisted living facility, located at the northeast corner of Church Street and Second Street.



**Proposed Motion:**

I move to authorize the Town Manager to execute a Development Agreement between Iso Supply, LLC, and the Town of Prosper, Texas, related to an assisted living facility, located at the northeast corner of Church Street and Second Street.

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Iso Supply, LLC (“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, Texas, organized and existing under the laws of the State of Texas; and

**WHEREAS**, Owner is a Texas limited liability company qualified to do business in the State of Texas; and

**WHEREAS**, Owner owns approximately 0.241 acres of land in Collin County, more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference (the “Property”); and

**WHEREAS**, Owner desires to construct an assisted living facility structure on the Property; and

**WHEREAS**, the elevations for the assisted living facility are attached hereto as Exhibit B and are incorporated by reference; and

**WHEREAS**, Owner agrees and acknowledges that it will construct on the Property the structure depicted in attached Exhibit B, and in accordance with the provisions, standards and notes reflected on the face of Exhibit B; and

**WHEREAS**, on or about September 24, 2019, the Town approved the underlying zoning case for the structure reflected in attached Exhibit B.

**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. **Construction of an Assisted Living Facility.** Owner agrees to construct on the Property the structure depicted in attached Exhibit B, in accordance with said Exhibit, including those building materials reflected therein and thereon.
2. **Applicability of Town Ordinances.** Owner shall develop the Property, and construct all structures on the Property, in accordance with all Town ordinances and building/construction codes.
3. **Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on

the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. If the Town is in default under this Agreement, Owner may seek enforcement of this Agreement under any applicable waiver of immunity.

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

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

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

If to Owner:               Iso Supply, LLC  
                                  1400 Winding Creek Road  
                                  Prosper, Texas 75078  
                                  Attention: William Wilson

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

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

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

9. **Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

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

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

12. **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 non-binding mediation.

13. **Notification of Sale or Transfer; Assignment of Agreement.** Owner shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Owner 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 Owner 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 Owner. Each assignment shall be in writing executed by Owner 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 owner assumes the liabilities, responsibilities, and obligations of the assignor 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 Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

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

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

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

17. **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.

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

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

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

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

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

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

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

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

**TOWN:**

**THE TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Name: Harlan Jefferson  
Title: Town Manager, Town of Prosper

STATE OF TEXAS        )  
  )  
COUNTY OF COLLIN    )

This instrument was acknowledged before me on the \_\_\_\_ day of October, 2019, by Harlan Jefferson, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

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

**OWNER:**

**Iso Supply, LLC,**  
a Texas limited liability company

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

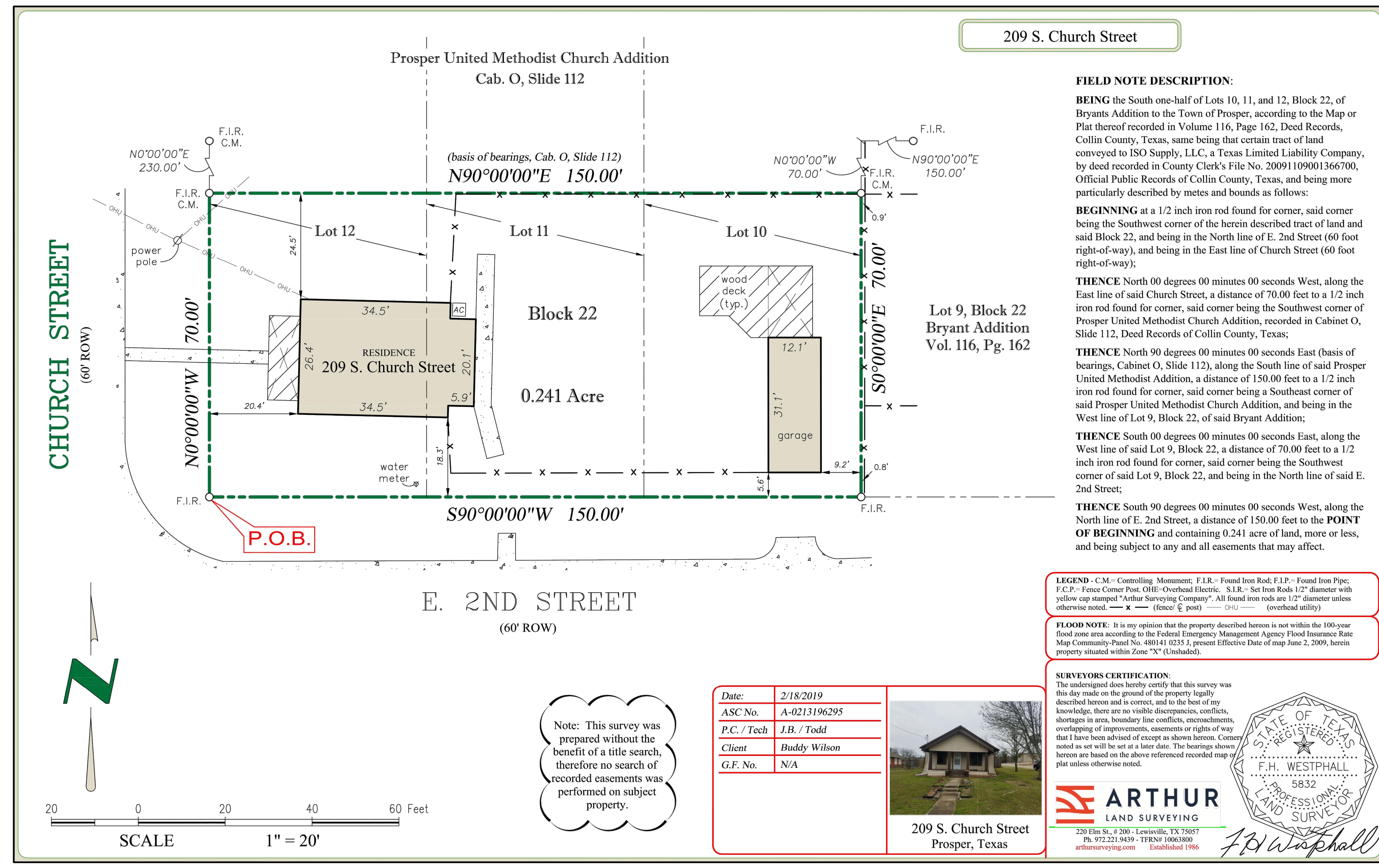
Name/Title: \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_ in his capacity as  
\_\_\_\_\_, of Iso Supply, 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: \_\_\_\_\_





**FIELD NOTE DESCRIPTION:**  
**BEING** the South one-half of Lots 10, 11, and 12, Block 22, of Bryants Addition to the Town of Prosper, according to the Map or Plat thereof recorded in Volume 116, Page 162, Deed Records, Collin County, Texas, same being that certain tract of land conveyed to ISO Supply, LLC, a Texas Limited Liability Company, by deed recorded in County Clerk's File No. 20091109001366700, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:  
**BEGINNING** at a 1/2 inch iron rod found for corner, said corner being the Southwest corner of the herein described tract of land and said Block 22, and being in the North line of E. 2nd Street (60 foot right-of-way), and being in the East line of Church Street (60 foot right-of-way);  
**THENCE** North 00 degrees 00 minutes 00 seconds West, along the East line of said Church Street, a distance of 70.00 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of Prosper United Methodist Church Addition, recorded in Cabinet O, Slide 112, Deed Records of Collin County, Texas;  
**THENCE** North 90 degrees 00 minutes 00 seconds East (basis of bearings, Cabinet O, Slide 112), along the South line of said Prosper United Methodist Addition, a distance of 150.00 feet to a 1/2 inch iron rod found for corner, said corner being a Southeast corner of said Prosper United Methodist Church Addition, and being in the West line of Lot 9, Block 22, of said Bryant Addition;  
**THENCE** South 00 degrees 00 minutes 00 seconds East, along the West line of said Lot 9, Block 22, a distance of 70.00 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of said Lot 9, Block 22, and being in the North line of said E. 2nd Street;  
**THENCE** South 90 degrees 00 minutes 00 seconds West, along the North line of E. 2nd Street, a distance of 150.00 feet to the **POINT OF BEGINNING** and containing 0.241 acre of land, more or less, and being subject to any and all easements that may affect.

**LEGEND:** C.M. - Controlling Monument; F.I.R. - Found Iron Rod; F.I.P. - Found Iron Pipe; F.C.P. - Fence Corner Post; O.H.U. - Overhead Electric; S.I.R. - Set Iron Rods 1/2" diameter with yellow cap stamped "Arthur Surveying Company". All found iron rods are 1/2" diameter unless otherwise noted. — x — (fence/ post) — O.H.U. — (overhead utility)

**FLOOD NOTE:** It is my opinion that the property described herein is not within the 100-year flood zone area according to the Federal Emergency Management Agency Flood Insurance Rate Map Community Panel No. 480141 0251, present Effective Date of map June 2, 2009, herein property situated within Zone "X" (Unshaded).

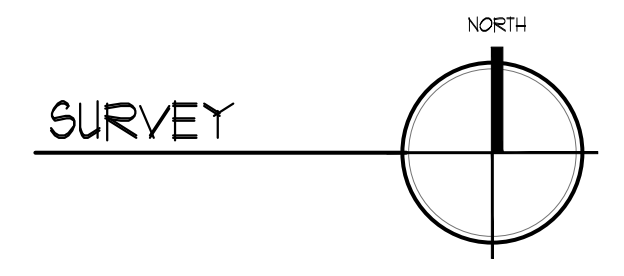
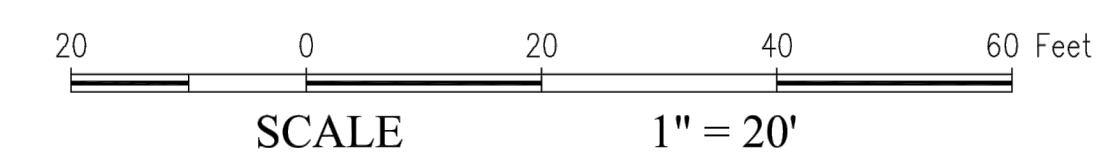
**SURVEYORS CERTIFICATION:**  
 The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and to the best of my knowledge, there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights of way that have been advised of except as shown hereon. Corners noted as set will be set at a later date. The bearings shown hereon are based on the above referenced recorded map or plat unless otherwise noted.

Date:	2/18/2019
ASC No.:	A-0213196295
P.C. / Tech:	J.B. / Todd
Client:	Buddy Wilson
G.F. No.:	N/A

209 S. Church Street  
Prosper, Texas

**ARTHUR LAND SURVEYING**  
 220 Elm St., # 200 - Lewisville, TX 75077  
 Ph. 972.221.9439 - TERN# 10663800  
 arthursurveying.com Established 1996

Note: This survey was prepared without the benefit of a title search, therefore no search of recorded easements was performed on subject property.



**SURROUNDING PROPERTIES**  
 SCALE - 1" = 75'-0"

**Z19-0013**  
 Abstract Info: Bryant Addition-Block 9, Lot 22  
 Abstract No. A-0213196295  
 Lot Size .241 Acres  
 Date: August 1, 2019

Owner: Buddy Wilson  
 214-876-7224

Application: Trinity Group International  
 972-294-4944

Surveyor: Arthur Land Surveying  
 220 Elm St., #220 Little Elm, TX  
 972-221-9439

**TRINITY GROUP INTERNATIONAL**

Church Street Assisted Living  
 209 Church Street  
 Prosper, Texas





SOUTHWEST ELEVATION



NORTHWEST ELEVATION



SOUTHEAST ELEVATION



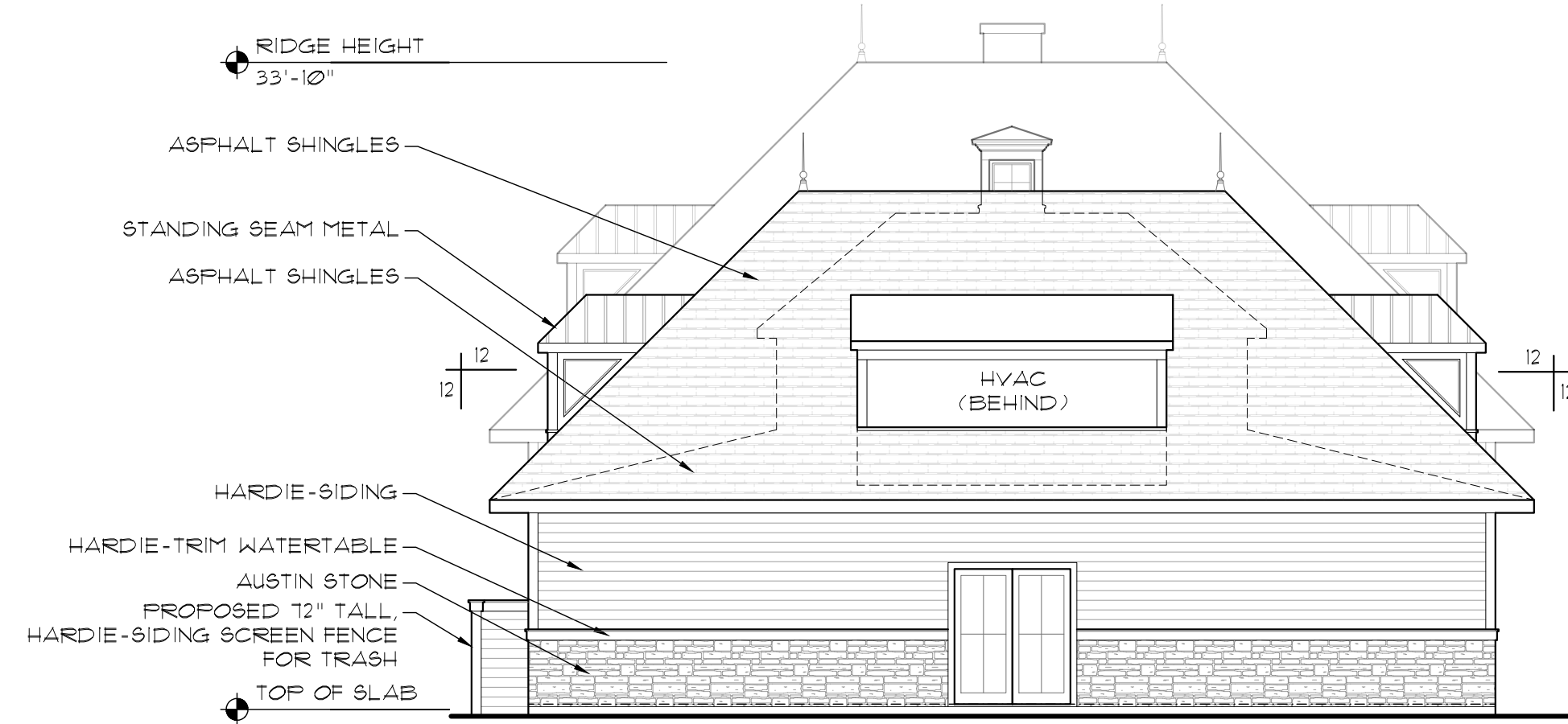
SOUTHWEST ELEVATION



NORTHWEST ELEVATION



SOUTHEAST ELEVATION



PROPOSED EAST ELEVATION

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



PROPOSED NORTH ELEVATION

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



PROPOSED WEST ELEVATION

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



PROPOSED SOUTH ELEVATION

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

EXTERIOR MATERIALS SUMMARY

Direction	Material	Area (S.F.)	Percentage
SOUTH	OVERALL	1264 S.F.	
	GLAZING	426 S.F.	
	NET	888 S.F.	
	SIDING	771 S.F. (86.82%)	
WEST	OVERALL	916 S.F.	
	GLAZING	234 S.F.	
	NET	682 S.F.	
EAST	OVERALL	500 S.F.	
	GLAZING	48 S.F.	
	NET	452 S.F.	
NORTH	OVERALL	1264 S.F.	
	GLAZING	426 S.F.	
	NET	838 S.F.	
	SIDING	712 S.F. (84.86%)	
WEST	OVERALL	916 S.F.	
	GLAZING	234 S.F.	
	NET	682 S.F.	
EAST	OVERALL	500 S.F.	
	GLAZING	48 S.F.	
	NET	452 S.F.	
SOUTH	OVERALL	1264 S.F.	
	GLAZING	426 S.F.	
	NET	888 S.F.	
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WEST	OVERALL	916 S.F.	
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	GLAZING	48 S.F.	
	NET	452 S.F.	
NORTH	OVERALL	1264 S.F.	
	GLAZING	426 S.F.	
	NET	838 S.F.	
	SIDING	712 S.F. (84.86%)	
WEST	OVERALL	916 S.F.	
	GLAZING	234 S.F.	
	NET	682 S.F.	
EAST	OVERALL	500 S.F.	
	GLAZING	48 S.F.	
	NET	452 S.F.	

FINISH INFORMATION

- HARDIE SIDING S.W. AGREEABLE GRAY
- TRIM S.W. WHITE
- STONE AUSTIN STONE
- ROOFING DIMENSIONAL ASPHALT SHINGLE
- STANDING SEAM METAL

Z19-0013

Abstract Info: Bryant Addition-Block 9, Lot 22  
 Abstract No. A-0213196295  
 Lot Size .241 Acres  
 Date: August 1, 2019  
 Owner: Buddy Wilson  
 214-876-7224  
 Application: Trinity Group International  
 972-294-4944  
 Surveyor: Arthur Land Surveying  
 220 Elm St. #220 Little Elm, TX  
 972-221-9439

## PLANNING



**To:** Mayor and Town Council  
**From:** Alex Glushko, AICP, Planning Manager  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – October 22, 2019

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**Agenda Item:**

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

**Description of Agenda Item:**

Attached is the Site Plan that was acted on by the Planning & Zoning Commission at their October 15, 2019, 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.

**Attached Documents:**

1. Site Plan for Neighborhood Credit Union

**Town Staff Recommendation:**

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

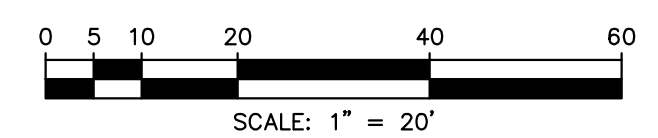
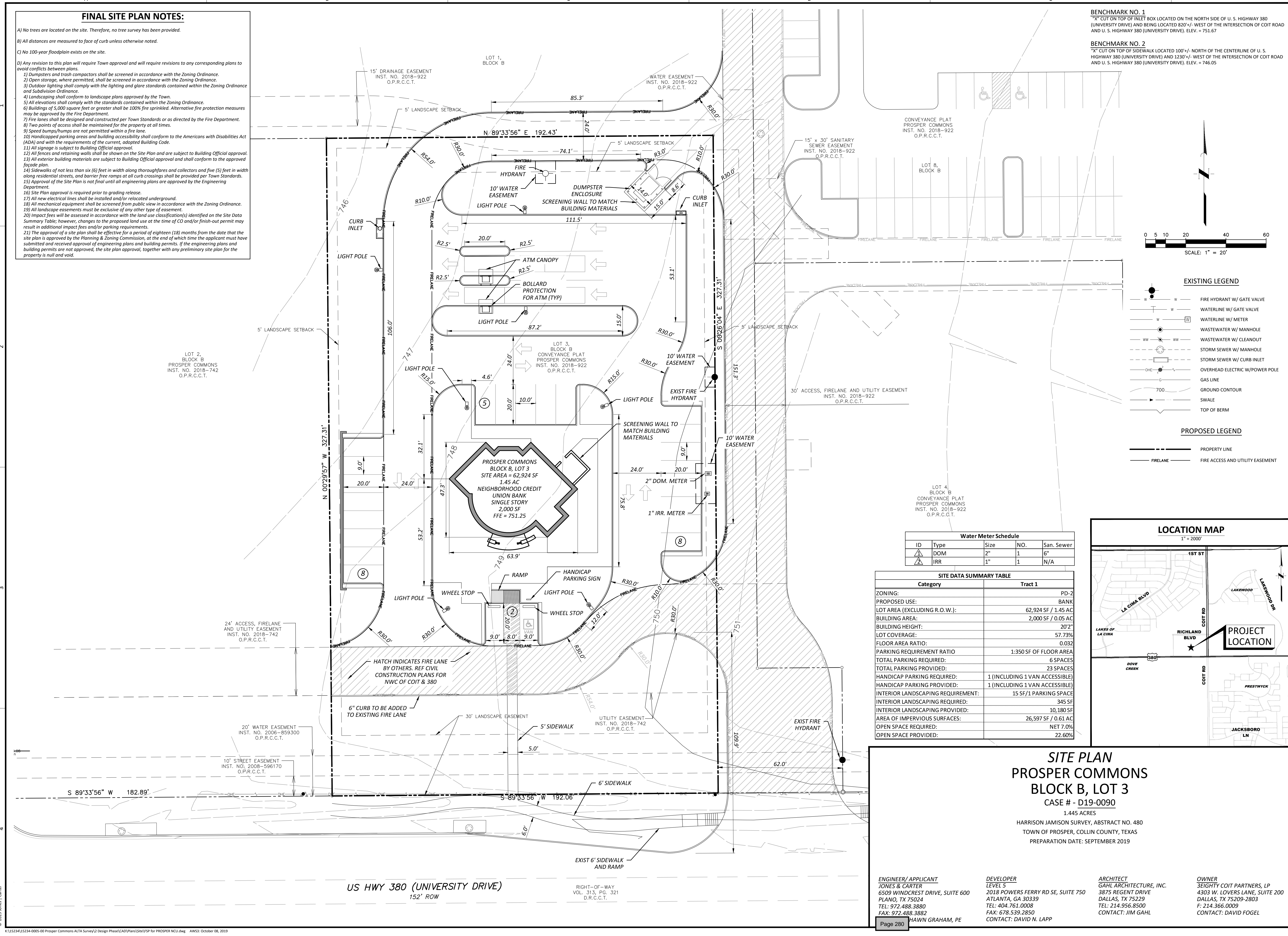


**FINAL SITE PLAN NOTES:**

- A) No trees are located on the site. Therefore, no tree survey has been provided.  
 B) All distances are measured to face of curb unless otherwise noted.  
 C) No 100 year floodplain exists on the site.  
 D) Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.  
 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 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 facade 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 the Site Plan is not final until all engineering plans are approved by the Engineering 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 that the site plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the site plan approval, together with any preliminary site plan for the property is null and void.

**BENCHMARK NO. 1**  
 "X" CUT ON TOP OF INLET BOX LOCATED ON THE NORTH SIDE OF U. S. HIGHWAY 380 (UNIVERSITY DRIVE) AND BEING LOCATED 820'-0" WEST OF THE INTERSECTION OF COIT ROAD AND U. S. HIGHWAY 380 (UNIVERSITY DRIVE). ELEV. = 751.67

**BENCHMARK NO. 2**  
 "X" CUT ON TOP OF SIDEWALK LOCATED 100'-0" NORTH OF THE CENTERLINE OF U. S. HIGHWAY 380 (UNIVERSITY DRIVE) AND 1230'-0" WEST OF THE INTERSECTION OF COIT ROAD AND U. S. HIGHWAY 380 (UNIVERSITY DRIVE). ELEV. = 746.05



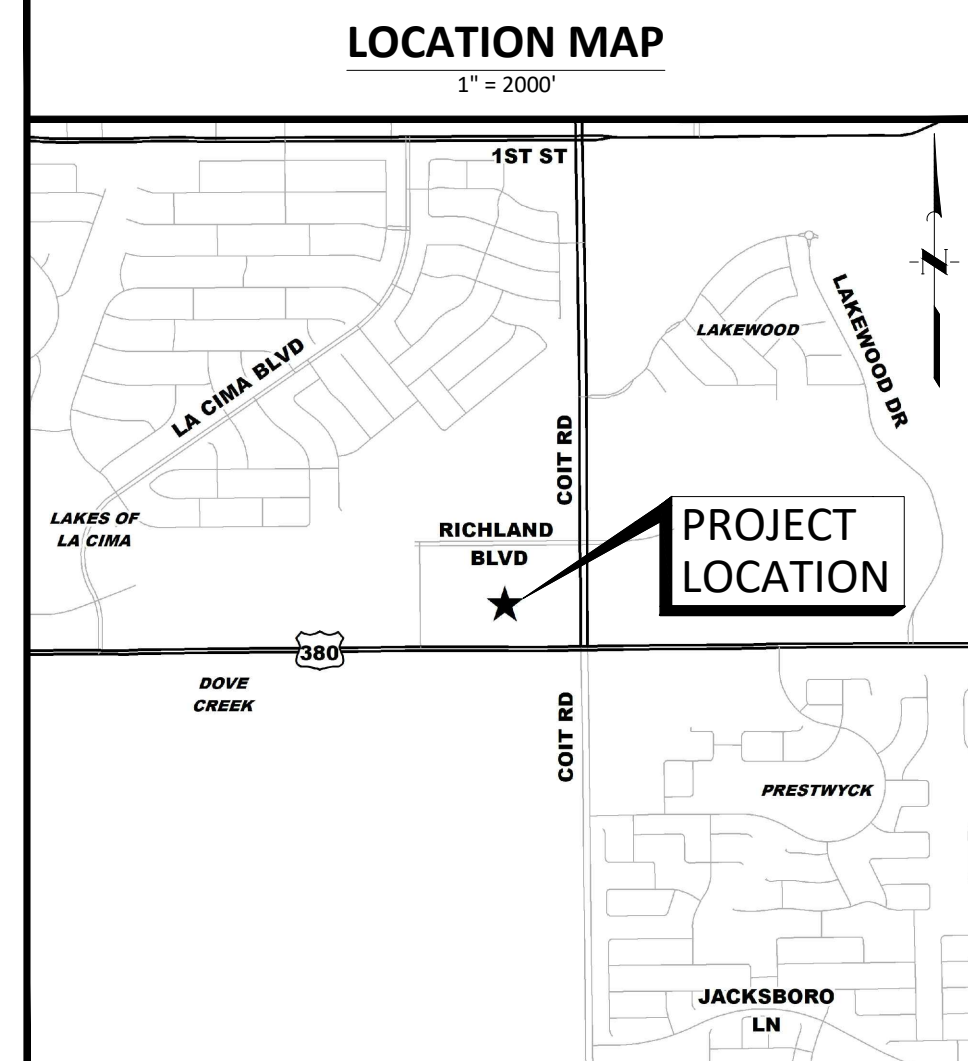
- EXISTING LEGEND**
- FIRE HYDRANT W/ GATE VALVE
  - WATERLINE W/ GATE VALVE
  - WATERLINE W/ METER
  - WASTEWATER W/ MANHOLE
  - WASTEWATER W/ CLEANOUT
  - STORM SEWER W/ MANHOLE
  - STORM SEWER W/ CURB INLET
  - OVERHEAD ELECTRIC W/ POWER POLE
  - GAS LINE
  - GROUND CONTOUR
  - SWALE
  - TOP OF BERM
- PROPOSED LEGEND**
- PROPERTY LINE
  - FIRE ACCESS AND UTILITY EASEMENT

**Water Meter Schedule**

ID	Type	Size	NO.	San. Sewer
1	DOM	2"	1	6"
2	IRR	1"	1	N/A

**SITE DATA SUMMARY TABLE**

Category	Tract 1
ZONING:	PD-2
PROPOSED USE:	BANK
LOT AREA (EXCLUDING R.O.W.):	62,924 SF / 1.45 AC
BUILDING AREA:	2,000 SF / 0.05 AC
BUILDING HEIGHT:	20'2"
LOT COVERAGE:	57.73%
FLOOR AREA RATIO:	0.032
PARKING REQUIREMENT RATIO:	1:350 SF OF FLOOR AREA
TOTAL PARKING REQUIRED:	6 SPACES
TOTAL PARKING PROVIDED:	23 SPACES
HANDICAP PARKING REQUIRED:	1 (INCLUDING 1 VAN ACCESSIBLE)
HANDICAP PARKING PROVIDED:	1 (INCLUDING 1 VAN ACCESSIBLE)
INTERIOR LANDSCAPING REQUIREMENT:	15 SF/1 PARKING SPACE
INTERIOR LANDSCAPING REQUIRED:	345 SF
INTERIOR LANDSCAPING PROVIDED:	10,180 SF
AREA OF IMPERVIOUS SURFACES:	26,597 SF / 0.61 AC
OPEN SPACE REQUIRED:	NET 7.0%
OPEN SPACE PROVIDED:	22.60%



**SITE PLAN**  
**PROSPER COMMONS**  
**BLOCK B, LOT 3**  
 CASE # - D19-0090  
 1.445 ACRES  
 HARRISON JAMISON SURVEY, ABSTRACT NO. 480  
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS  
 PREPARATION DATE: SEPTEMBER 2019

**ENGINEER/ APPLICANT**  
 JONES & CARTER  
 6509 WINDCREST DRIVE, SUITE 600  
 PLANO, TX 75024  
 TEL: 972.488.3880  
 FAX: 972.488.3882  
 HAWN GRAHAM, PE

**DEVELOPER**  
 LEVEL 5  
 2018 POWERS FERRY RD SE, SUITE 750  
 ATLANTA, GA 30339  
 TEL: 404.761.0008  
 FAX: 678.539.2850  
 CONTACT: DAVID N. LAPP

**ARCHITECT**  
 GAHL ARCHITECTURE, INC.  
 3875 REGENT DRIVE  
 DALLAS, TX 75229  
 TEL: 214.956.8500  
 F: 214.366.0009  
 CONTACT: JIM GAHL

**OWNER**  
 EIGHTHY COIT PARTNERS, LP  
 4303 W. LOVERS LANE, SUITE 200  
 DALLAS, TX 75209-2803  
 F: 214.366.0009  
 CONTACT: DAVID FOGEL

**JONES CARTER**  
 Texas Board of Professional Engineers Registration No. F-439  
 6509 Windcrest Drive, Suite 600 - Plano, Texas 75024-9714-488-3880

**DESIGNED BY:** AWS  
**CHECKED BY:** SCG  
**DRAWN BY:** CAD

**SCALE:** AS SHOWN  
**DATE:** 15234-0005-00  
**JOB NO.:** 15234-0005-00

**INTERIM REVIEW**  
 Not intended for construction, bidding or permit purposes.  
 Engineer: SHAWN C. GRAHAM  
 P.E. Serial No.: 111432  
 Date: OCTOBER 2019

**NEIGHBORHOOD CREDIT UNION**  
 TOWN OF PROSPER, TEXAS

**SITE PLAN**

SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_



# PLANNING



**To: Mayor and Town Council**

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

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – October 22, 2019**

**Agenda Item:**

Conduct a Public Hearing, and consider and act upon an ordinance amending Planned Development-40 (PD-40), to modify the Development Standards for The Lagoon, on 25.3± acres, located on the north side of Pepper Grass Lane, east of Windsong Parkway. (Z19-0014).

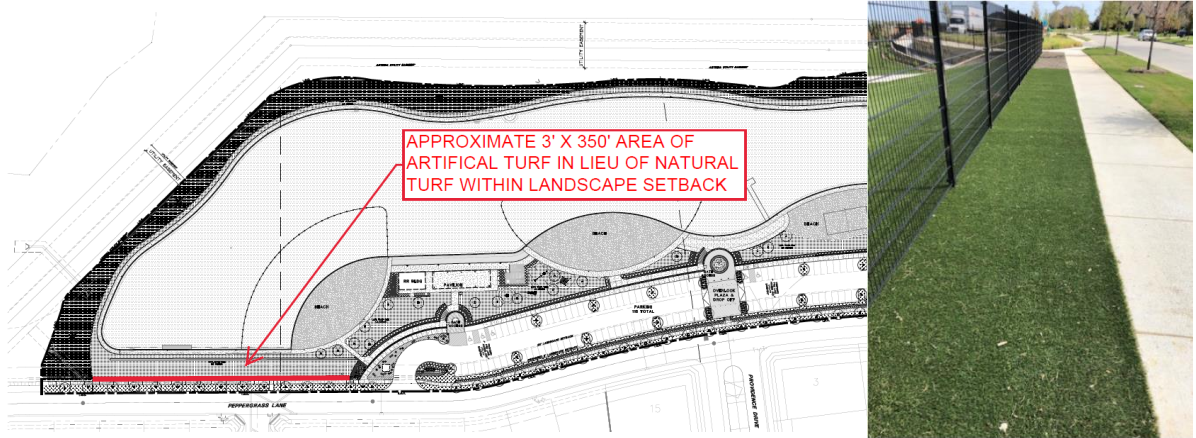
**Description of Agenda Item:**

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

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Planned Development-40-Single Family Residential	Recreational Water Facility	Medium Density Residential
<b>North</b>	Planned Development-40-Single Family Residential	Undeveloped / Floodplain	Medium Density Residential
<b>East</b>	Planned Development-40-Single Family Residential	Single Family Residential	Medium Density Residential
<b>South</b>	Planned Development-40-Single Family Residential	Single Family Residential	Medium Density Residential
<b>West</b>	Planned Development-40-Single Family Residential	Single Family Residential	Medium Density Residential

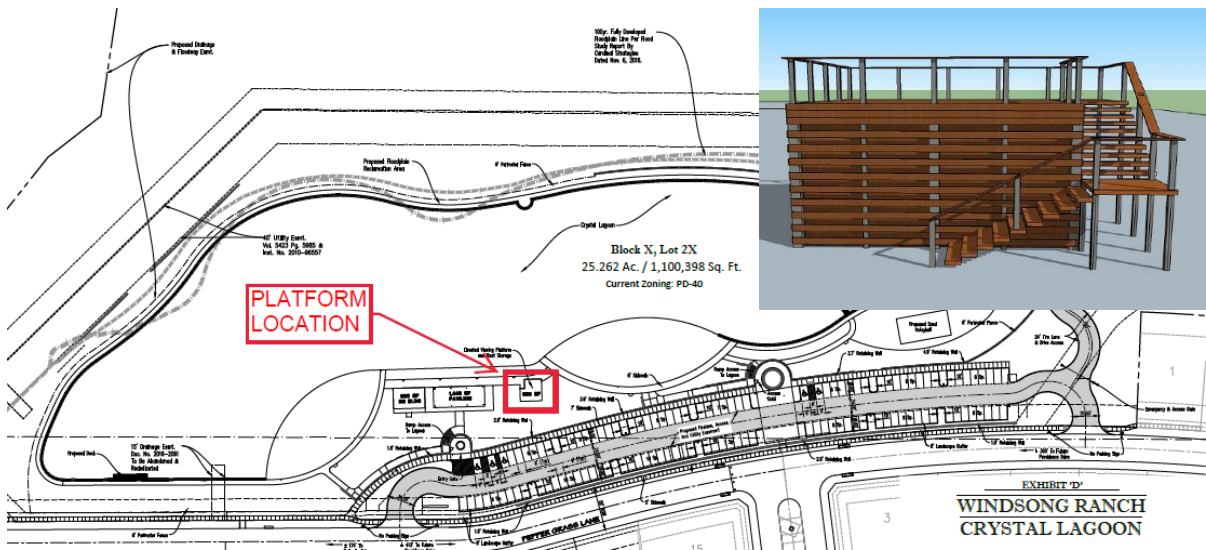
In January 2018, the Town Council approved an amendment to Planned Development-40 (PD-40) for The Lagoon recreational water facility. With this amendment, the applicant is requesting to update Exhibit C (Development Standards), Exhibit D (Conceptual Site Plan), Exhibit F (Elevations), and Exhibit G (Landscape Plan) to allow for the following modifications:

1. **Artificial Turf** – The applicant installed artificial turf in lieu of natural turf within the required landscape setback, as required by the Zoning Ordinance. The artificial turf is in the southwest portion of the site along Peppergrass Lane. The segment of artificial turf is approximately three feet (3') deep by 350' wide, as shown in the picture below:



The applicant indicated the use of artificial turf is to help maintain water quality, as the turf area drains towards the Lagoon and the use of artificial turf will reduce the amount of organic material that may drain into the Lagoon.

2. **Additional Structure** – The applicant is proposing to update the PD site plan by accounting for an existing elevated viewing platform that was not included in the original PD site plan. The proposed platform structure is two (2) levels, 1,000± square feet in area, includes a storage area on the ground level, and is constructed of composite decking. The proposed location of the platform and elevations are shown on the pictures below:





Staff recommends approval of the request as submitted.

Future Land Use Plan – The Future Land Use Plan recommends Medium Density Residential for the property; the proposed amendment conforms to the Future Land Use Plan.

Thoroughfare Plan – The property does not have direct access to a road shown on the Thoroughfare Plan.

Parks Master Plan – The Parks Master Plan does not identify a park on the subject property.

**Legal Obligations and Review:**

Notification was provided to neighboring property owners, as required by state law. Town staff has not received any Public Hearing Notice Reply Forms. Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

**Attached Documents:**

1. Aerial and Zoning Maps
2. Ordinance
3. Proposed Exhibits A, B, C, D, E, F, and G

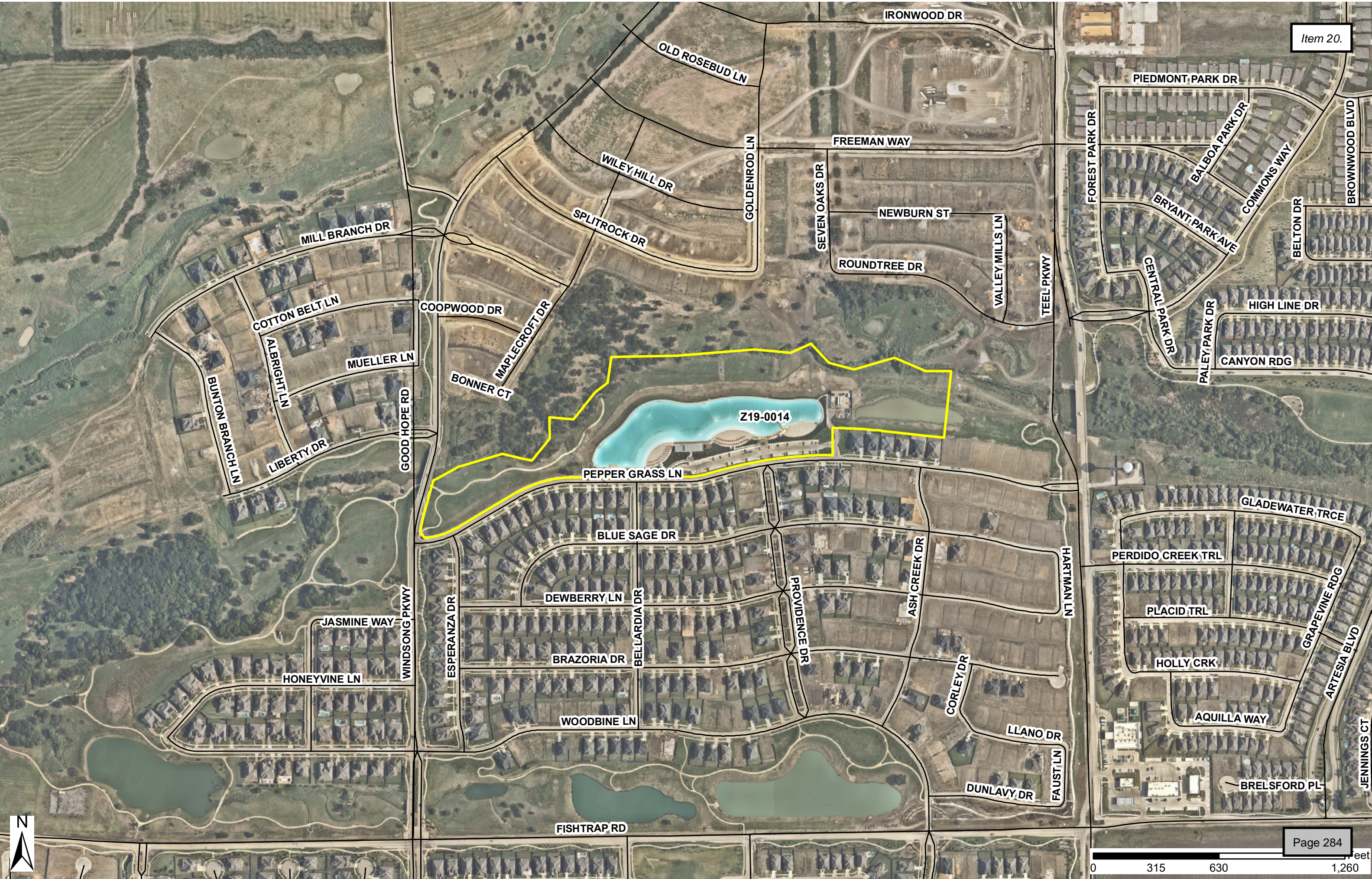
**Town Staff Recommendation:**

Staff recommends the Town Council approve an ordinance amending Planned Development-40 (PD-40), generally to modify the Development Standards for The Lagoon, on 25.3± acres, located on the north side of Pepper Grass Lane, east of Windsong Parkway.

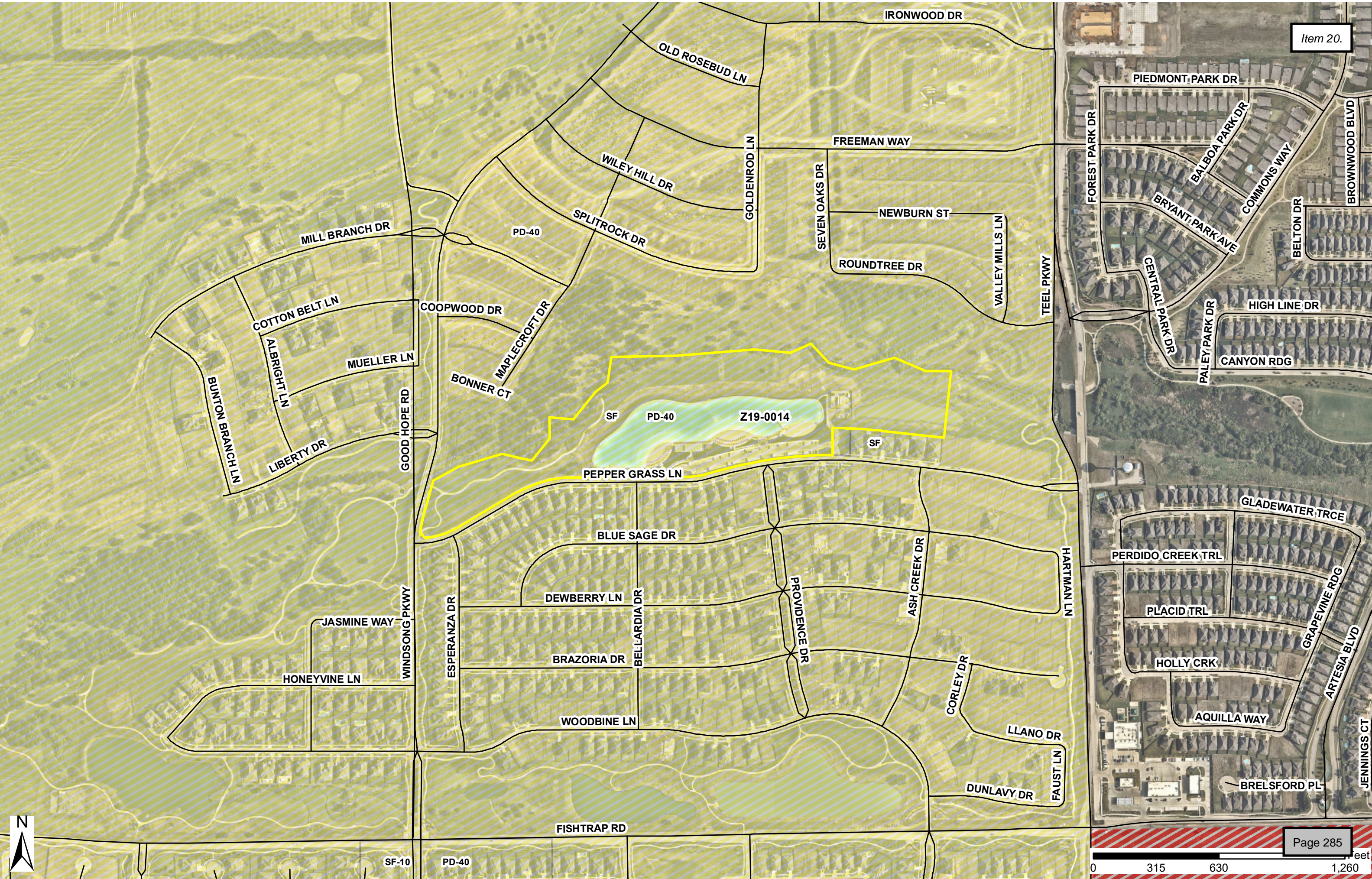
**Proposed Motion:**

I move to approve an ordinance amending Planned Development-40 (PD-40), generally to modify the Development Standards for The Lagoon, on 25.3± acres, located on the north side of Pepper Grass Lane, east of Windsong Parkway.











## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 19-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING THE TOWN'S ZONING ORDINANCE NO. 05-20 AND ORDINANCE NO. 18-10, BY REZONING A TRACT OF LAND CONSISTING OF 25.262 ACRES, SITUATED IN THE M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 1476, THE B. WEEDIN SURVEY, ABSTRACT NO. 1369, AND THE B. BUTTON SURVEY, ABSTRACT NO. 88 IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-40 (PD-40), IS HEREBY AMENDED IN ITS ENTIRETY AND PLACED IN THE ZONING CLASSIFICATION OF 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 Z19-0014) from TVG Texas I, LLC ("Applicant"), to rezone 25.262 acres of land, more or less, in the M.E.P. & P.R.R. Survey, Abstract No. 1476, the B. Weedon Survey, Abstract No. 1369, and the B. Button Survey, Abstract No. 88 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, THAT:**

### **SECTION 1**

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

### **SECTION 2**

Amendments to Zoning Ordinance No. 05-20 and Ordinance No. 18-10. The Town's Zoning Ordinance, adopted by Ordinance No. 05-20 and Ordinance No. 18-10 are amended as follows: The zoning designation of the below-described property containing 25.262 acres of land, more or less, in the M.E.P. & P.R.R. Survey, Abstract No. 1476, the B. Weedon Survey, Abstract No. 1369, and the B. Button Survey, Abstract No. 88 in the Town of Prosper, Denton County,

Texas; (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby amended in its entirety and rezoned as Planned Development-40 (PD-40). The property as a whole is more particularly described in Exhibit A and 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; and 6) the Landscape Plans, attached hereto as Exhibit G which are incorporated herein for all purposes as if set forth verbatim.

Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules, and regulations of Prosper, as they currently exist or may be amended.

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

- a. Two (2) copies shall be filed with the Town Secretary and retained as original records and shall not be changed in any matter.
- 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 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 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 22ND DAY OF OCTOBER, 2019.**

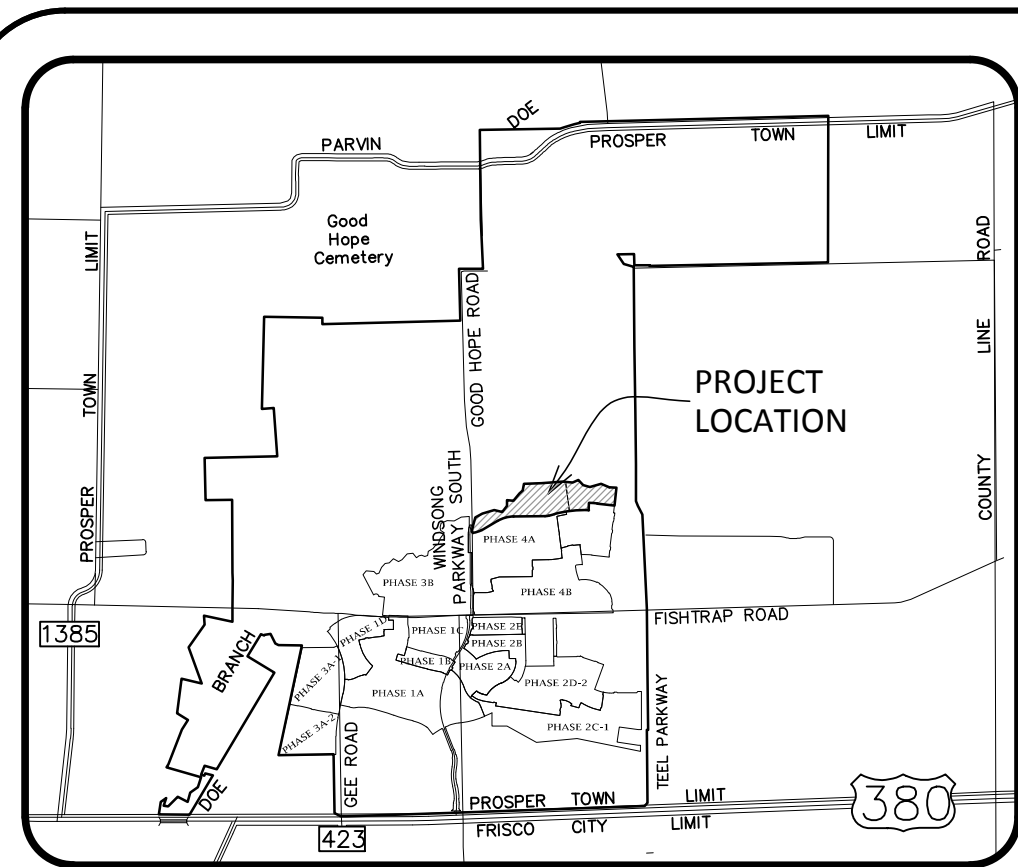
\_\_\_\_\_  
**Ray Smith, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Robyn Battle, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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



METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the M.E.P. & P.R.R. Survey, Abstract No. 1476, the B. Weedin Survey, Abstract No. 1369, and the B. Button Survey, Abstract No. 88, Town of Prosper, Denton County, Texas, the subject tract being a portion of a tract conveyed to TVG Texas I, LLC according to the deed recorded in Document No. 2012-59927 of the Deed Records, Denton County, Texas (DRDCT), and being all of Lot 2, Block X according to the plat recorded in Document No. 2016-2061 of the Plat Records, Denton County, Texas (PRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set on the east line of Windsong Parkway South, a 60 foot right-of-way, and also being the north corner of a corner clip at the intersection of Windsong Parkway South and Pepper Grass Lane, a 50 foot right-of-way, and also being a southwesterly corner of said Lot 2, Block X;

THENCE along said east line around a curve to the right, having a central angle of 09°42'39", a radius of 570.00 feet, a chord of N 10°38'30" E - 96.49 feet, an arc length of 96.61 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;

THENCE, N 15°29'49" E, continuing along said east line a distance of 176.28 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;

THENCE, N 61°54'33" E, leaving said east line along the north line of said Lot 2, Block X, and also being the south line of said TVG Texas I, LLC a distance of 144.93 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;

THENCE, continuing along said common line the following courses and distances:

- N 73°33'07" E, a distance of 226.98 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
S 77°30'45" E, a distance of 151.96 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
N 39°14'14" E, a distance of 143.00 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
N 01°59'31" W, a distance of 106.21 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
S 85°07'39" E, a distance of 122.77 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
N 38°28'22" E, a distance of 173.27 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;

N 52°10'22" E, a distance of 78.25 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
N 08°31'50" E, a distance of 129.95 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
N 88°43'20" E, a distance of 326.82 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
N 85°34'24" E, a distance of 389.13 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
THENCE, through the lands of TVG Texas I, LLC the following courses and distances:
S 85°19'51" E, a distance of 184.24 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;
N 65°48'42" E, a distance of 112.17 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;
S 42°30'50" E, a distance of 132.39 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;
S 75°23'02" E, a distance of 128.38 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;
N 74°15'21" E, a distance of 212.22 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;
S 67°25'05" E, a distance of 170.28 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;
S 89°18'29" E, a distance of 127.17 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;
S 06°17'03" W, a distance of 334.51 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;
N 83°42'57" W, a distance of 316.27 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;
Around a tangent curve to the left having a central angle of 03°56'42", a radius of 2236.00 feet, a chord of N 85°41'18" W - 153.93 feet, an arc length of 153.96 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;
S 02°20'21" W, a distance of 135.00 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" set;
THENCE around a non-tangent curve to the left having a central angle of 172°03'37", a radius of 2101.00 feet, a chord of S 83°40'02" W - 633.56 feet, an arc length of 635.98 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found along the north line of said Pepper Grass Lane and along the south line of said Lot 2, Block X;

THENCE, continuing along said common line the following courses and distances:
S 74°59'44" W, a distance of 108.49 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
Around a tangent curve to the right having a central angle of 14°40'31", a radius of 275.00 feet, a chord of S 82°19'59" W - 70.24 feet, an arc length of 70.44 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
S 89°40'15" W, continuing along the common line a distance of 578.19 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
Around a tangent curve to the left having a central angle of 30°15'34", a radius of 585.00 feet, a chord of S 74°32'28" W - 305.38 feet, an arc length of 308.96 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
S 59°24'41" W, a distance of 336.98 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
Around a tangent curve to the right having a central angle of 25°53'25", a radius of 375.00 feet, a chord of S 72°21'23" W - 168.01 feet, an arc length of 169.45 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found;
THENCE, N 44°07'45" W, a distance of 33.03 feet to the POINT OF BEGINNING with the subject tract containing 1,100,398 square feet or 25.262 acres of land.

SURVEYOR'S CERTIFICATE

I, Darren K. Brown, of Spiars Engineering, Inc., 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 \_\_\_\_\_, 2017.

DARREN K. BROWN, R.P.L.S. NO. 5252



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 Darren K. Brown, 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 \_\_\_\_\_, 2017.

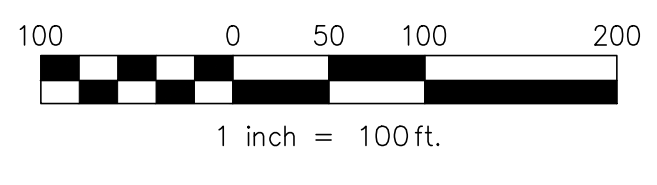
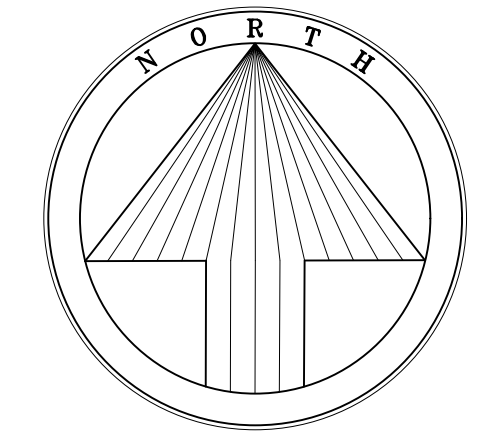
Notary Public, State of Texas

TVG TEXAS I, LLC
DOC. NO. 2012-59927
D.R.D.C.T.
Zoning: PD-40
Land Use: Single Family Residential

Boundary Line Table with columns: Line #, Length, Direction. Rows BL1 to BL13.

Boundary Line Table with columns: Line #, Length, Direction. Rows BL14 to BL26.

Boundary Curve Table with columns: Curve #, Length, Radius, Chord, Chord Bearing, Delta. Rows BC1 to BC6.



Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).

LEGEND table listing symbols for various survey features like iron rods, power poles, manholes, etc.

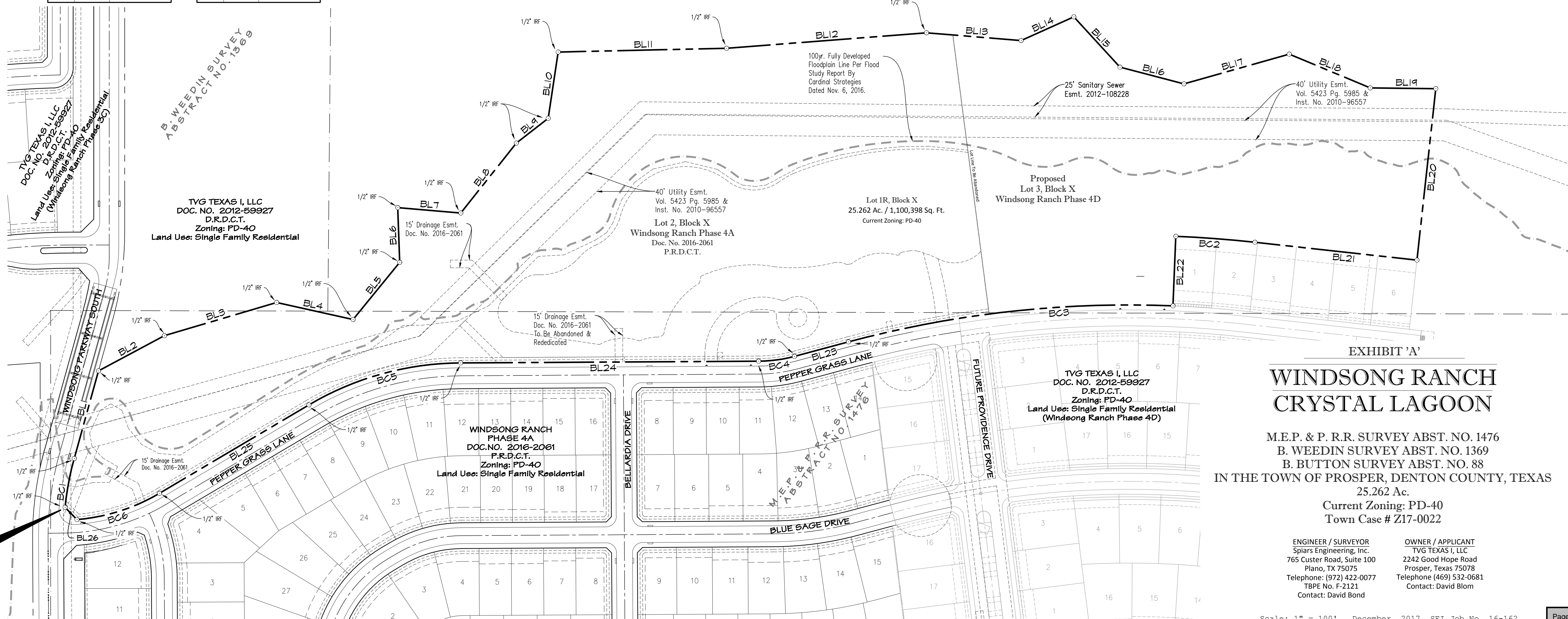


EXHIBIT 'A' WINDSONG RANCH CRYSTAL LAGOON

M.E.P. & P. R.R. SURVEY ABST. NO. 1476
B. WEEDIN SURVEY ABST. NO. 1369
B. BUTTON SURVEY ABST. NO. 88
IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS
25.262 Ac.
Current Zoning: PD-40
Town Case # Z17-0022

ENGINEER / SURVEYOR: Spiars Engineering, Inc.
OWNER / APPLICANT: TVG TEXAS I, LLC

Vertical text on the left margin: Printed by: P:\DWG\Proj\Draw - 12/17/2017 10:34 AM... Date: 12/17/2017 10:34 AM... Scale: 1" = 100' December, 2017 SBI Job No. 16-162 Page 289

**Z19-0014**

**EXHIBIT B**

**Statement of Intent and Purpose**

The purpose of the requested Amendment to Ordinance No. 08-030 (Planned Development-40) is to reduce the twenty-five foot (25') landscape buffer requirement along Peppergrass Lane to eight (8) feet and to reduce the required sidewalk width along Peppergrass Lane from six (6) feet to five (5) feet. Unique site constraints exist for this parcel that present an opportunity to create a high-quality amenity in a natural setting that will be commensurate with the quality established by the existing Windsong Community Amenity Center and associated amenities. With the addition of The Lagoon, Windsong Ranch intends to maintain and improve the qualities of amenities provided for the community.



**Z19-0014****EXHIBIT C****Development Standards**

Except as otherwise set forth in these development standards, the property, as described in Exhibit A, shall develop under Ordinance No. 08-030, as adopted by the Town of Prosper Town Council.

1. Amenity Programd. Thoroughfare Landscape Buffers (Arterial and Collector Roads – 25' Minimum)Pepper Grass Lane Landscape Buffer (Eight foot (8') Minimum)

The Pepper Grass Lane landscape buffer is intended to include the following:

- Retaining wall(s) comprised primarily of stone or precast block wall;
- Minimal enhanced grading combined with landscape (grass, trees, accent shrubs and groundcover at entry points) to provide design continuity and buffer adjacent land uses;
- Street tree systems throughout (formal and/or informal in arrangement - design to be determined), to visually identify the hierarchy of the streets and neighborhoods. A variety of tree species may be provided, including canopy/shade and smaller, flowering ornamentals of a minimum of 3 inch caliper for every 30 lineal feet;
- A continuous five (5) foot wide sidewalk along the north side of Pepper Grass Lane connecting to the residential sidewalk system;
- Storm Water easement may encroach into the Landscape Buffer for maximum of 300 linear feet from the intersection of Pepper Grass Lane and Bellardia Drive towards the western property line.
- The use of artificial turf as a ground cover is permitted in that portion of the landscape easement along Pepper Grass Lane as shown on Exhibit G.

g. Development Plans

- Concept Plan: The tract shall be developed in general accordance with the attached concept plan, as set forth in Exhibit D.
- Concept Elevations: The tract shall be developed in general accordance with the attached concept elevations, with regard to materials and architectural style, as set forth in Exhibit F.
- Concept Landscaping: The tract shall be developed in general accordance with the attached concept landscaping, with regard to plant materials and location, as set forth in Exhibit G.



**Z19-0014**

**EXHIBIT E**

**Development Schedule**

Windsong Ranch, Phase 4A, Block X, Lot 2 of Planned Development- 40

**The Lagoon**

Design Completion:	March 2018
Site Work/Lagoon Construction Completion:	December 2018
Landscape Completion:	December 2018
Bathroom & Pavilion Construction Completion:	December 2018
Lagoon Filling/Chemical Balancing:	March 2019
Project Completion:	March 2019

This schedule is subject to change due to various factors beyond the control of the developer.





FOR REVIEW ONLY  
Not for regulatory approval,  
permitting or construction.  
**FOR  
REVIEW  
ONLY**  
Mark Meyer 2086

Landscape Architects • Planners  
2001 Bryan Street, Suite 1450  
Dallas, Texas 75201  
(214) 744-0757 Fax: (214) 744-6785  
Austin • Dallas • Fort Lauderdale  
Fort Worth • Houston • San Antonio

Project:  
**THE LAGOON  
WINDSONG RANCH**

TERRA VERDE  
GROUP  
PROSPER, TEXAS

Project Number:  
D16503

Designed: KJ, ZM  
Drawn: AH, KJ  
Reviewed: ZM, TZ

Date Issued:  
DECEMBER 20, 2017

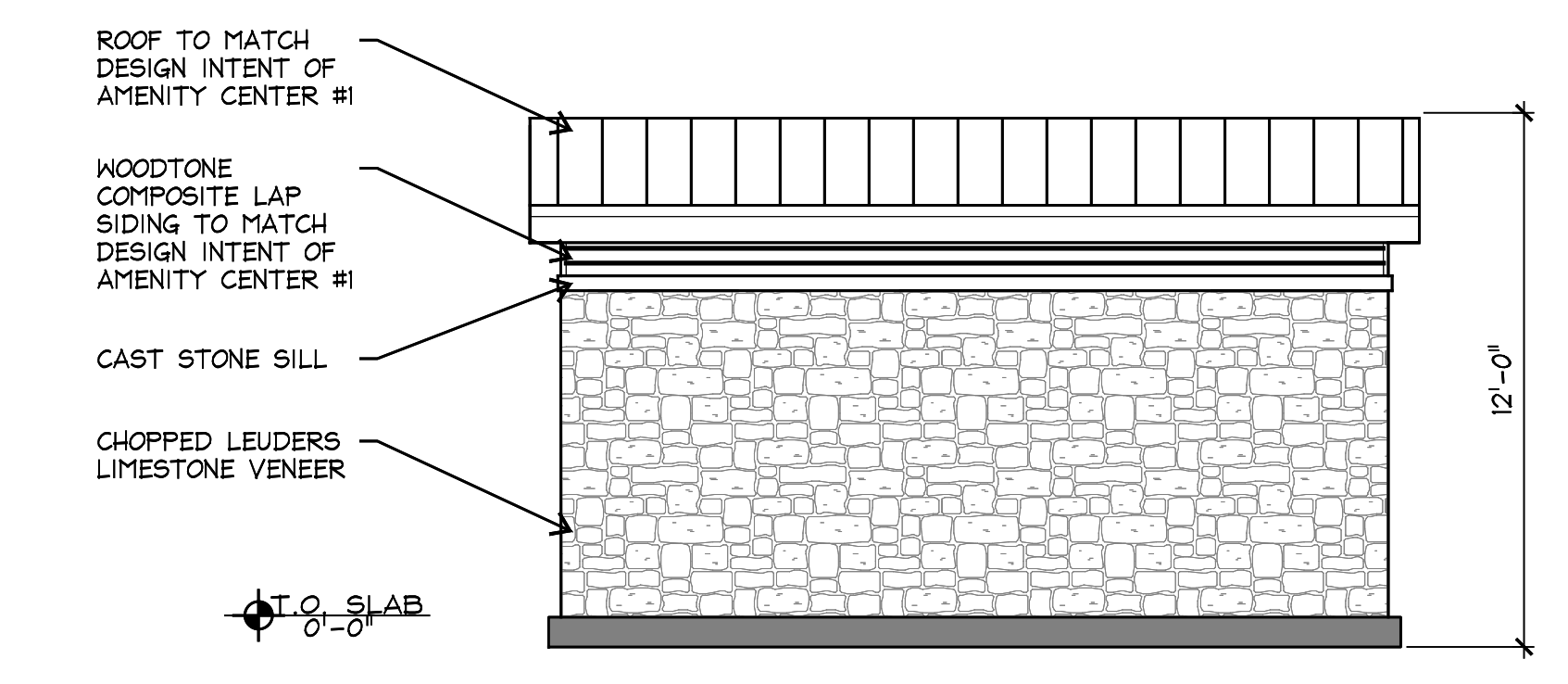
Revisions:


Sheet Title:  
**RESTROOM FACADE  
PLAN EXHIBIT F  
TC #Z17-0022**

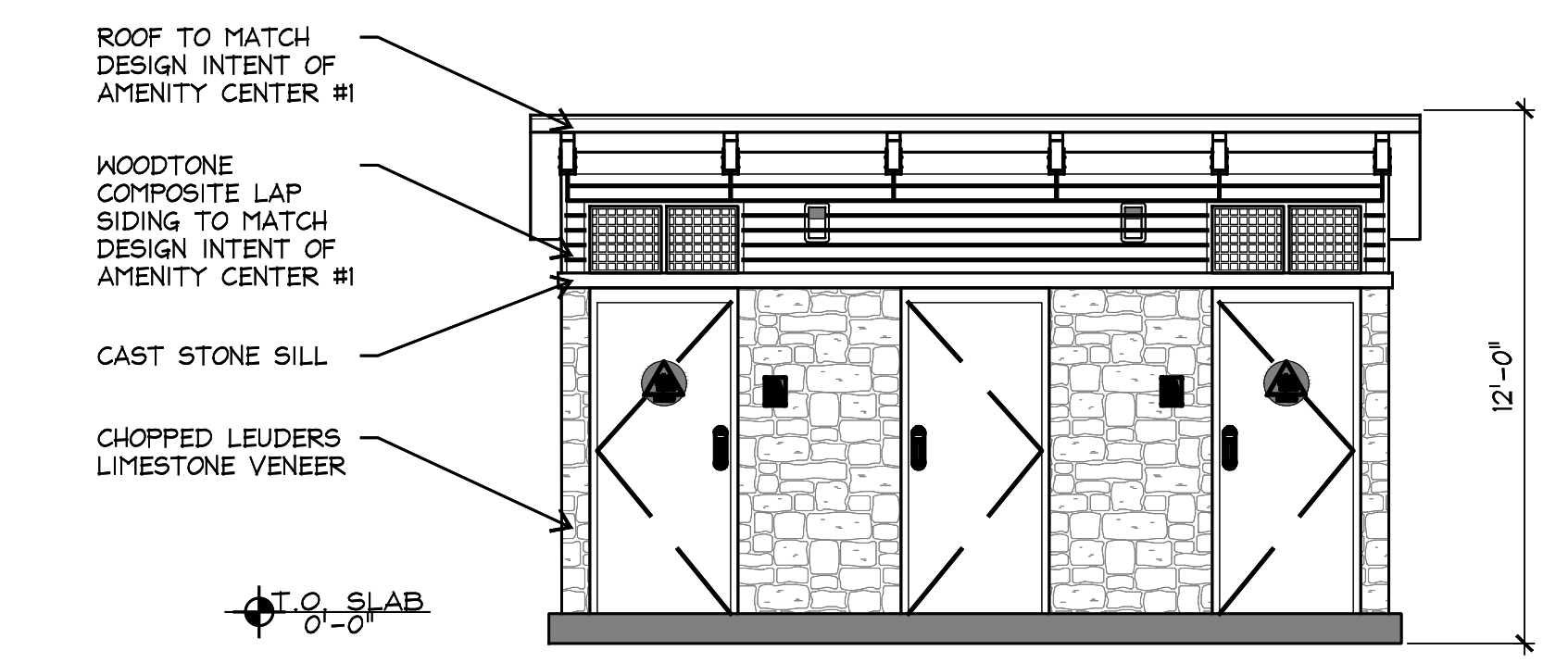
Sheet Number:  
**SP 4.02**



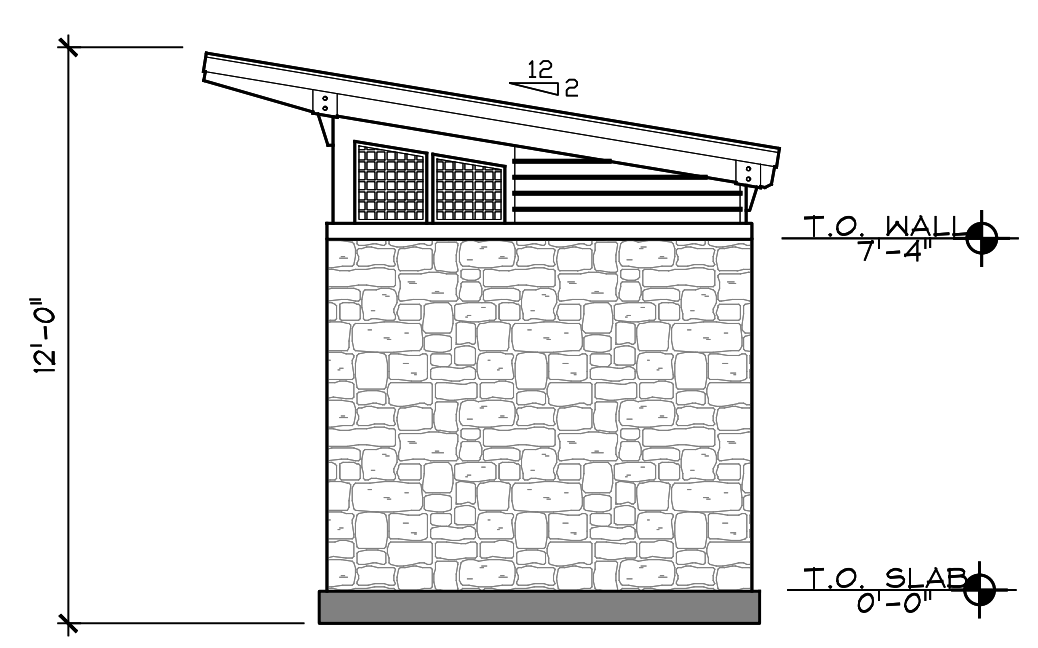
**FACADE DESIGN STYLE INTENT**



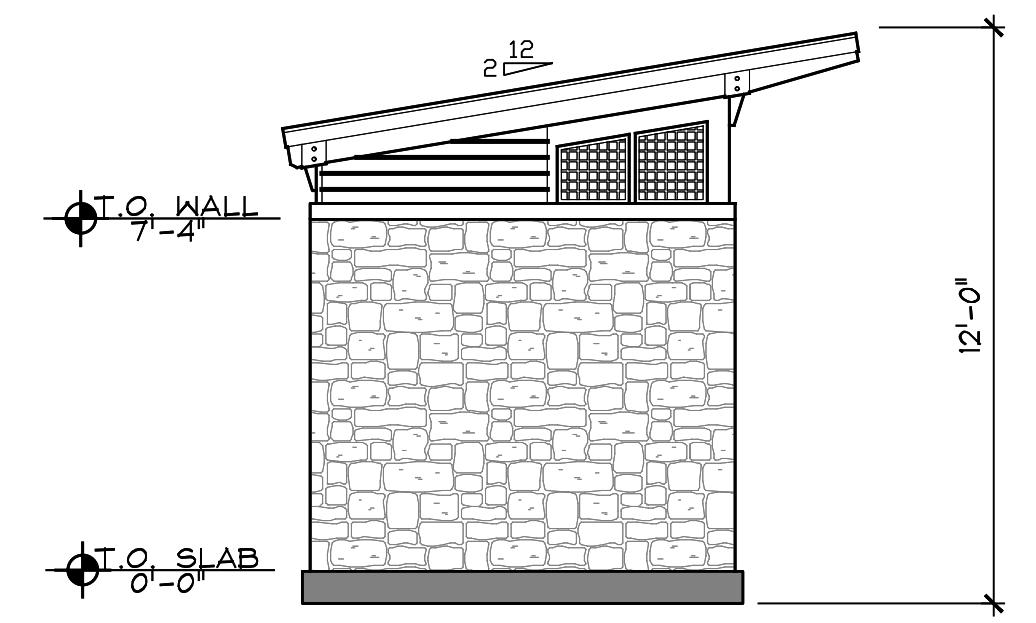
**8 REAR ELEVATION B**  
ELEVATION SCALE: 1/4"=1'-0"



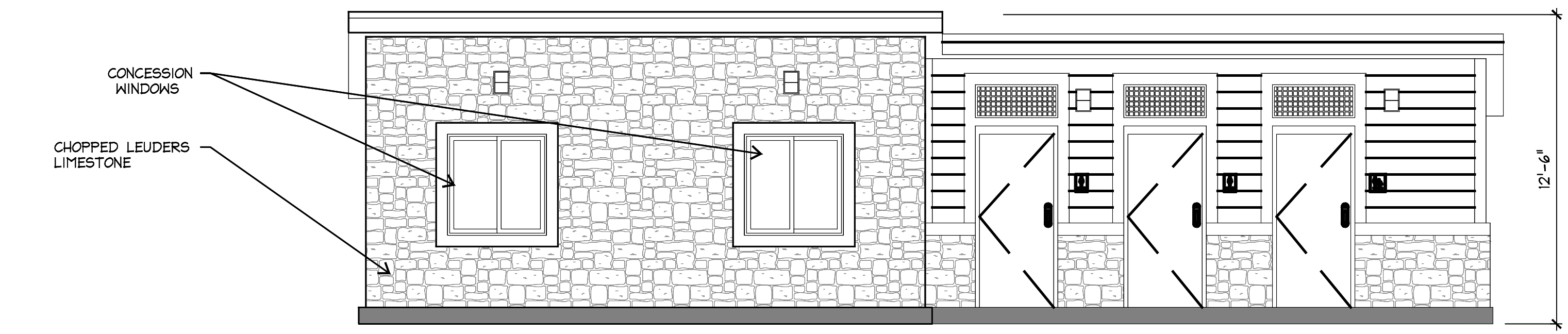
**7 FRONT ELEVATION B**  
ELEVATION SCALE: 1/4"=1'-0"



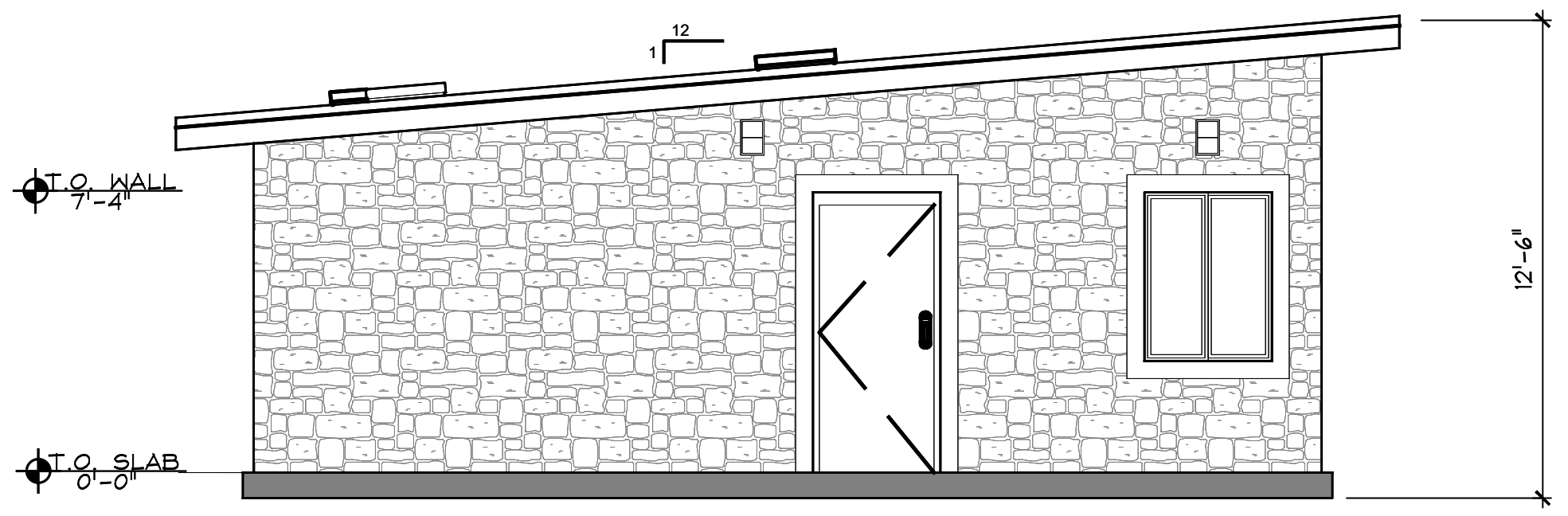
**6 WEST ELEVATION B**  
ELEVATION SCALE: 1/4"=1'-0"



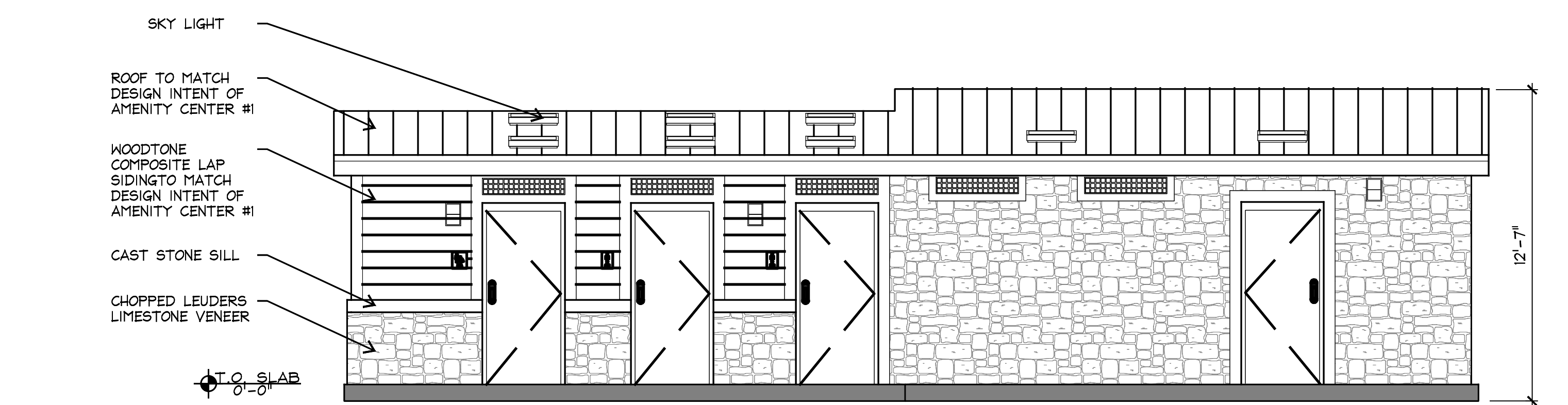
**5 EAST ELEVATION B**  
ELEVATION SCALE: 1/4"=1'-0"



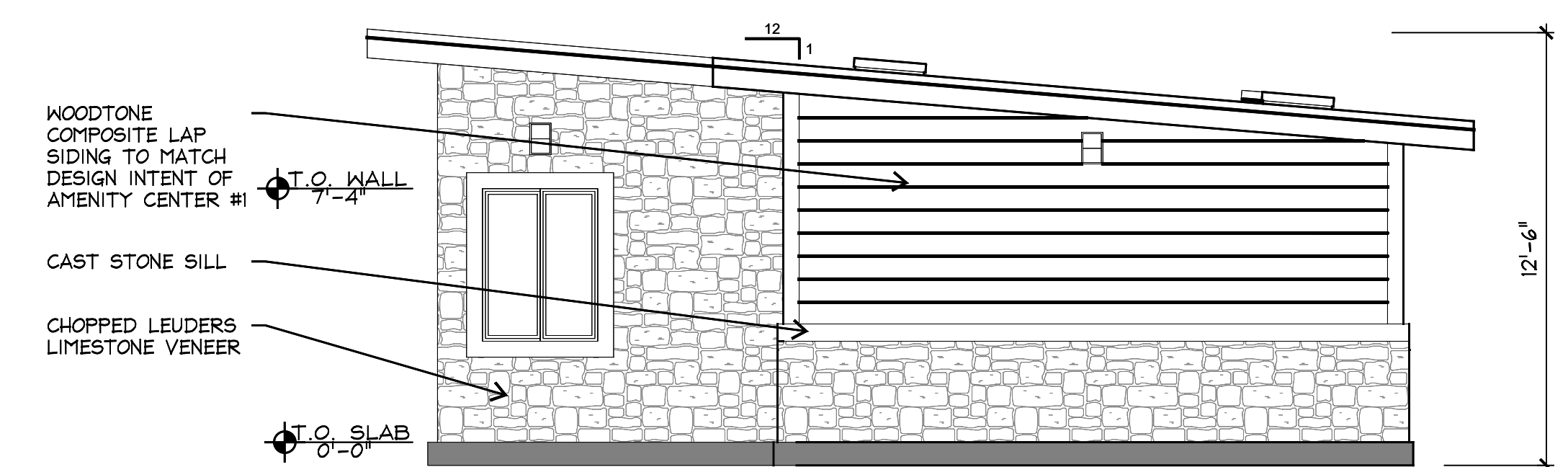
**4 FRONT ELEVATION A**  
ELEVATION SCALE: 1/4"=1'-0"



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



**2 REAR ELEVATION A**  
ELEVATION SCALE: 1/4"=1'-0"



**1 WEST ELEVATION A**  
ELEVATION SCALE: 1/4"=1'-0"

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Mark Meyer 2086

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2001 Bryan Street, Suite 1450  
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Project:  
**THE LAGOON  
WINDSONG RANCH**

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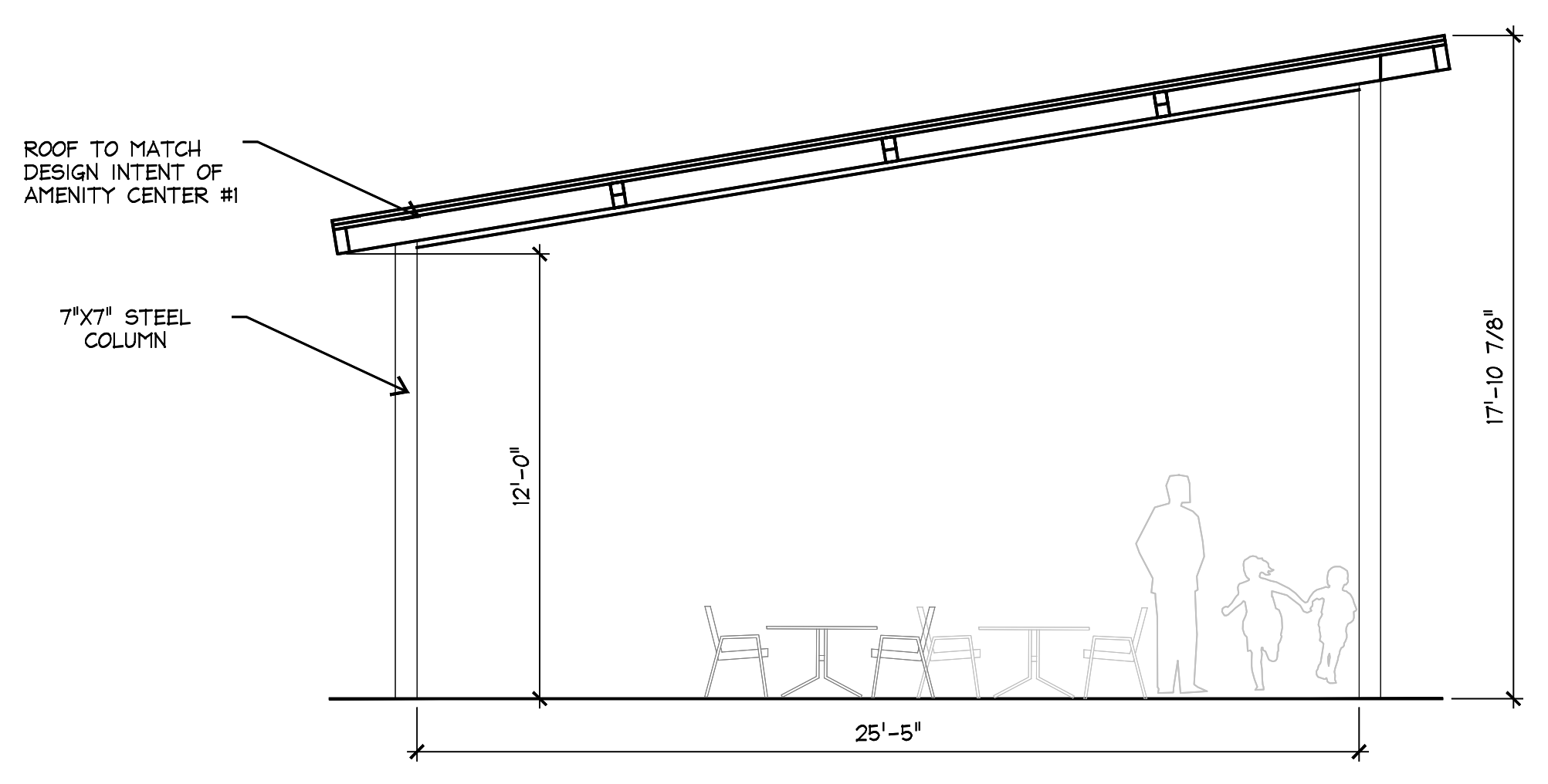
Designed: KJ, ZM  
Drawn: AH, KJ  
Reviewed: ZM, TZ

Date Issued:  
DECEMBER 20, 2017

Revisions:  
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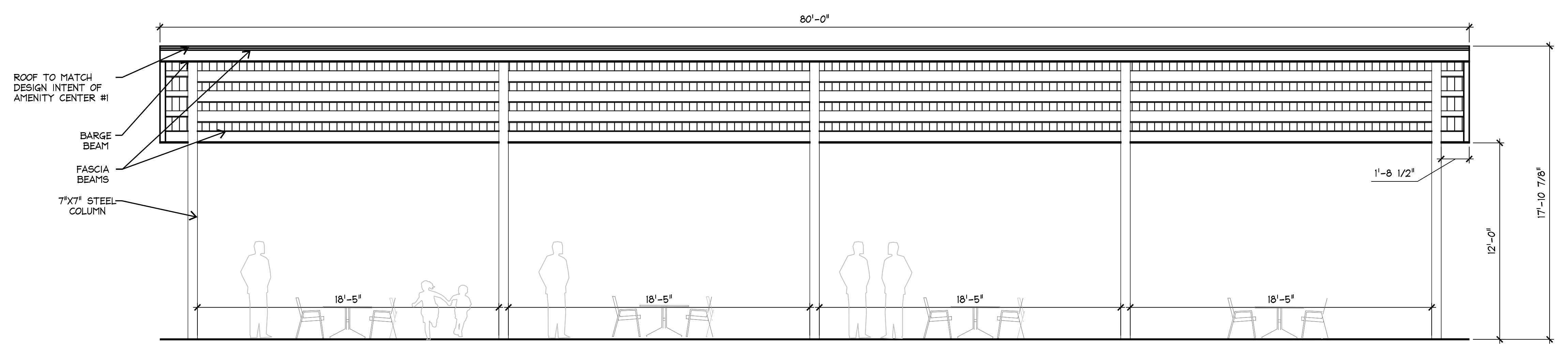
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**PAVILION FACADE  
PLAN EXHIBIT F.  
TC #Z17-0022**

Sheet Number:  
**SP 4.01**



**2** SIDE ELEVATION  
ELEVATION

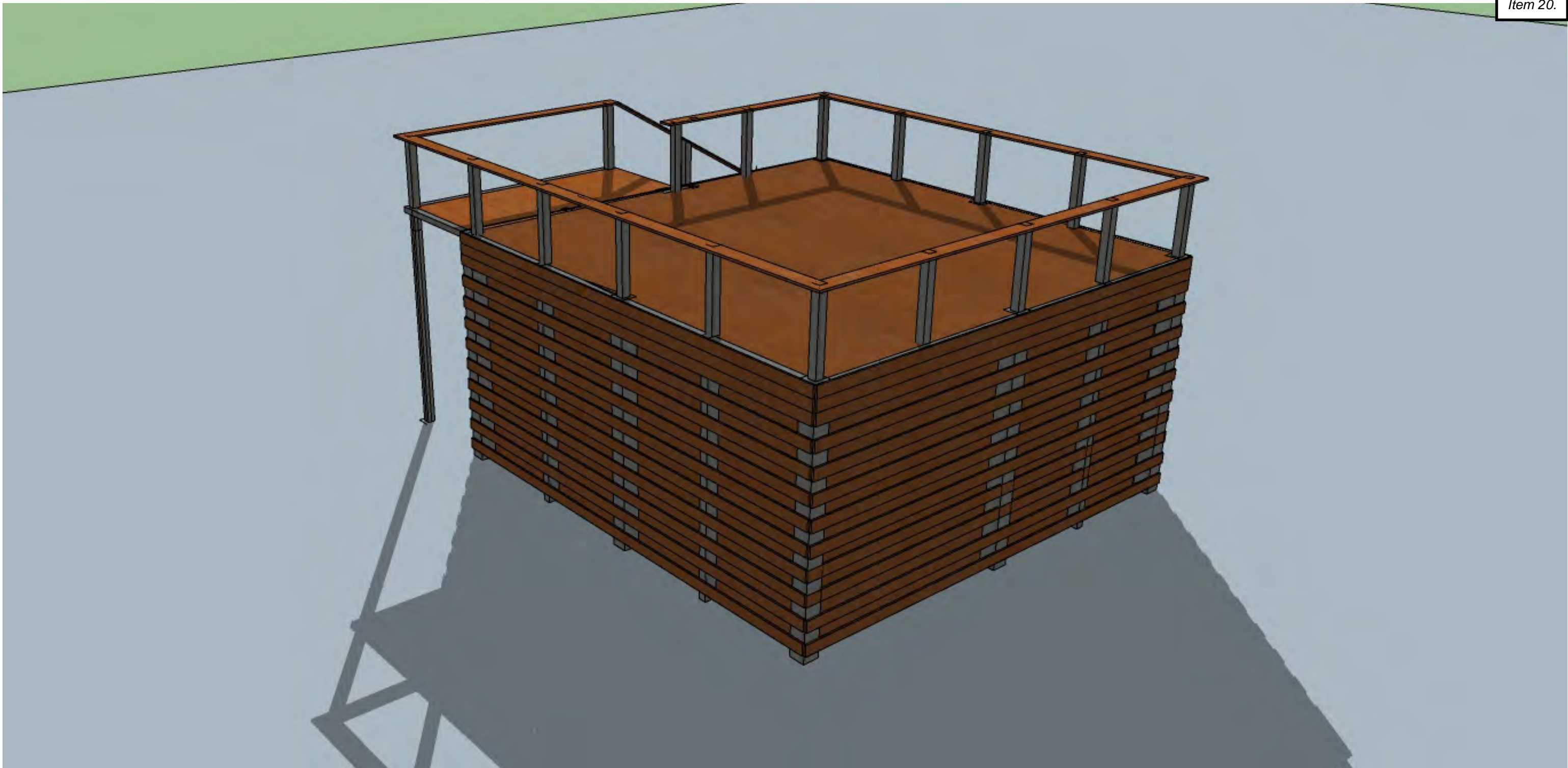
SCALE: 1/4"=1'-0"



**1** FRONT ELEVATION  
ELEVATION

SCALE: 1/4"=1'-0"

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crystal lagoon  
overlook

existing  
structure

Prosper, Texas  
07/18/19  
Tellus Group





crystal lagoon  
overlook

existing  
structure

Prosper, Texas  
07/18/19  
Tellus Group



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Mark Meyer 2086

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Project:  
**THE LAGOON  
WINDSONG RANCH**

TERRA VERDE  
GROUP  
PROSPER, TEXAS

Project Number:  
D16503

Designed: KJ, ZM  
Drawn: AH, KJ  
Reviewed: ZM, MM

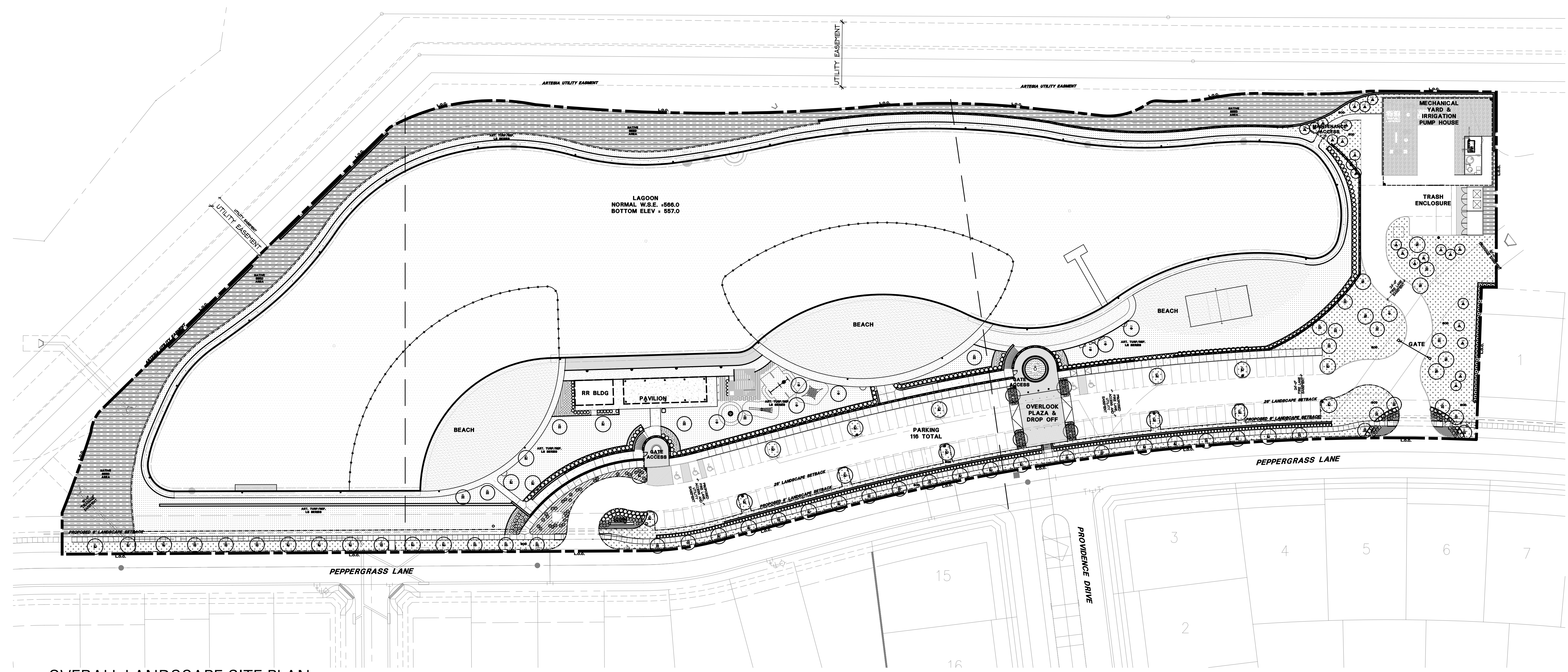
Date Issued:  
SEPTEMBER 23, 2019

Revisions:  
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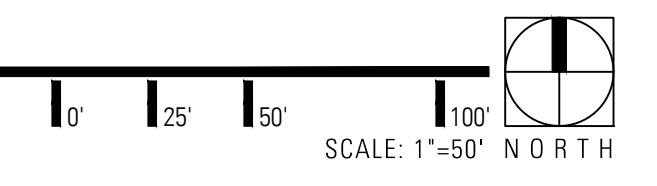
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TC#Z19-0014**

Sheet Number:  
**SP 1.01**

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**1 OVERALL LANDSCAPE SITE PLAN**  
PLAN







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permitting or construction.  
**FOR REVIEW ONLY**  
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Fort Worth • Houston • San Antonio

Project:  
**THE LAGOON  
WINDSONG RANCH**

TERRA VERDE  
GROUP  
PROSPER, TEXAS

Project Number:  
D16503

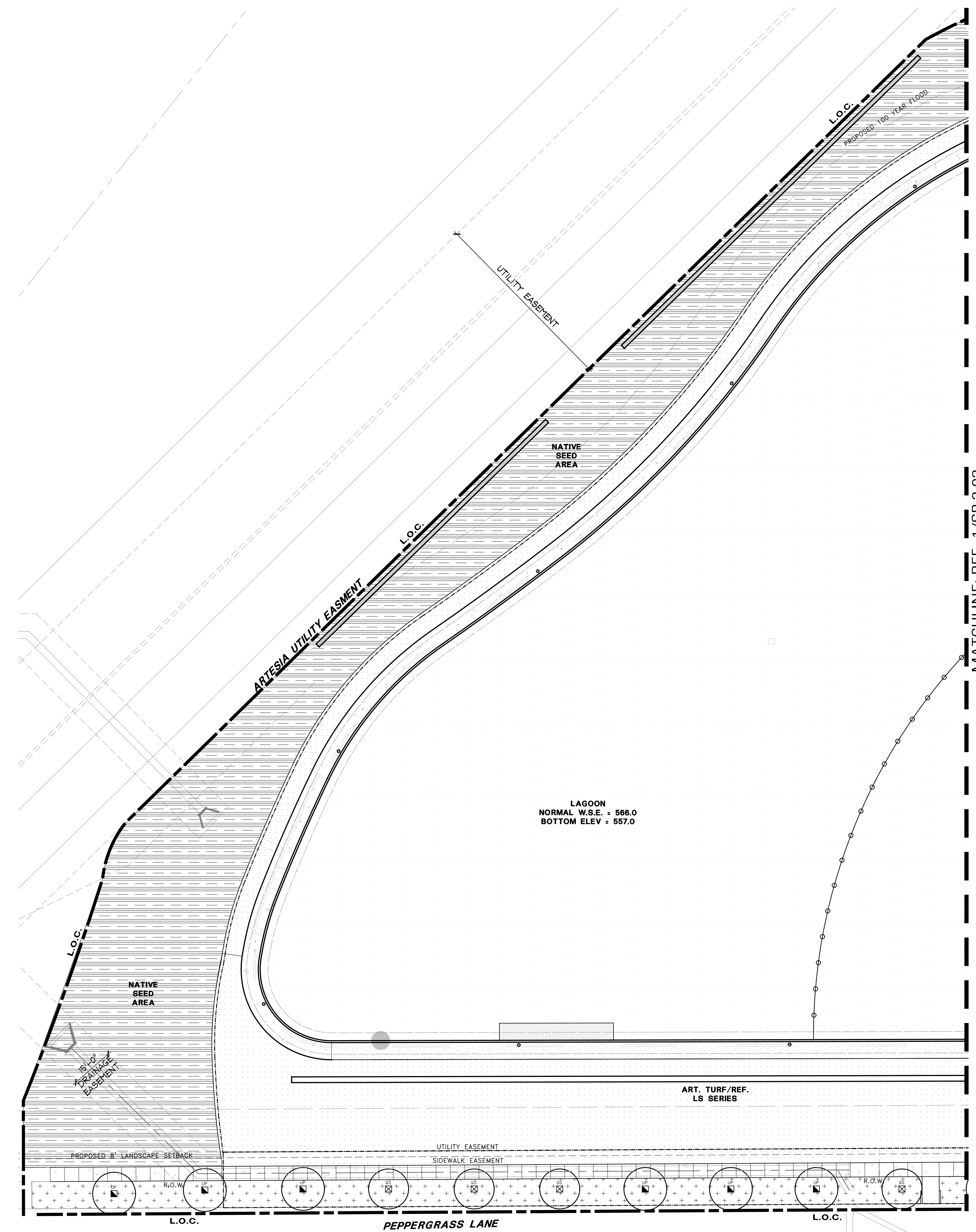
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Drawn: AH, KJ  
Reviewed: ZM, MM

Date Issued:  
SEPTEMBER 23, 2019

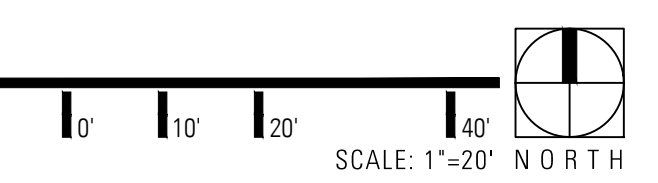
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Sheet Title:  
**LANDSCAPE PLAN  
EXHIBIT G  
TC#Z19-0014**

Sheet Number:  
**SP 2.01**



**1 LANDSCAPE PLAN**  
PLAN





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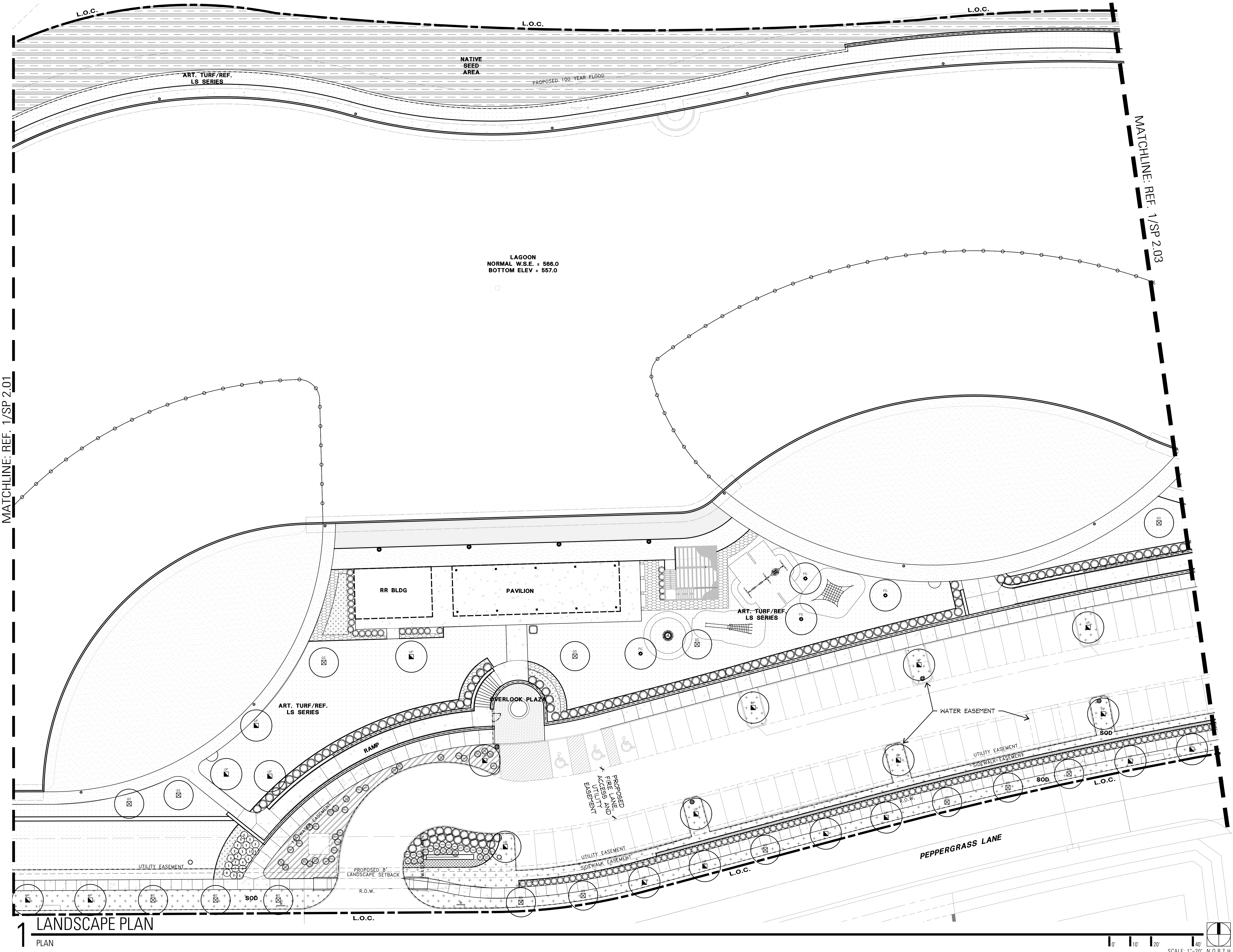
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Drawn: AH, KJ  
Reviewed: ZM, MM

Date Issued:  
SEPTEMBER 23, 2019

Revisions:


Sheet Title:  
**LANDSCAPE PLAN  
EXHIBIT G  
TC#Z19-0014**

Sheet Number:  
**SP 2.02**



1 LANDSCAPE PLAN  
PLAN

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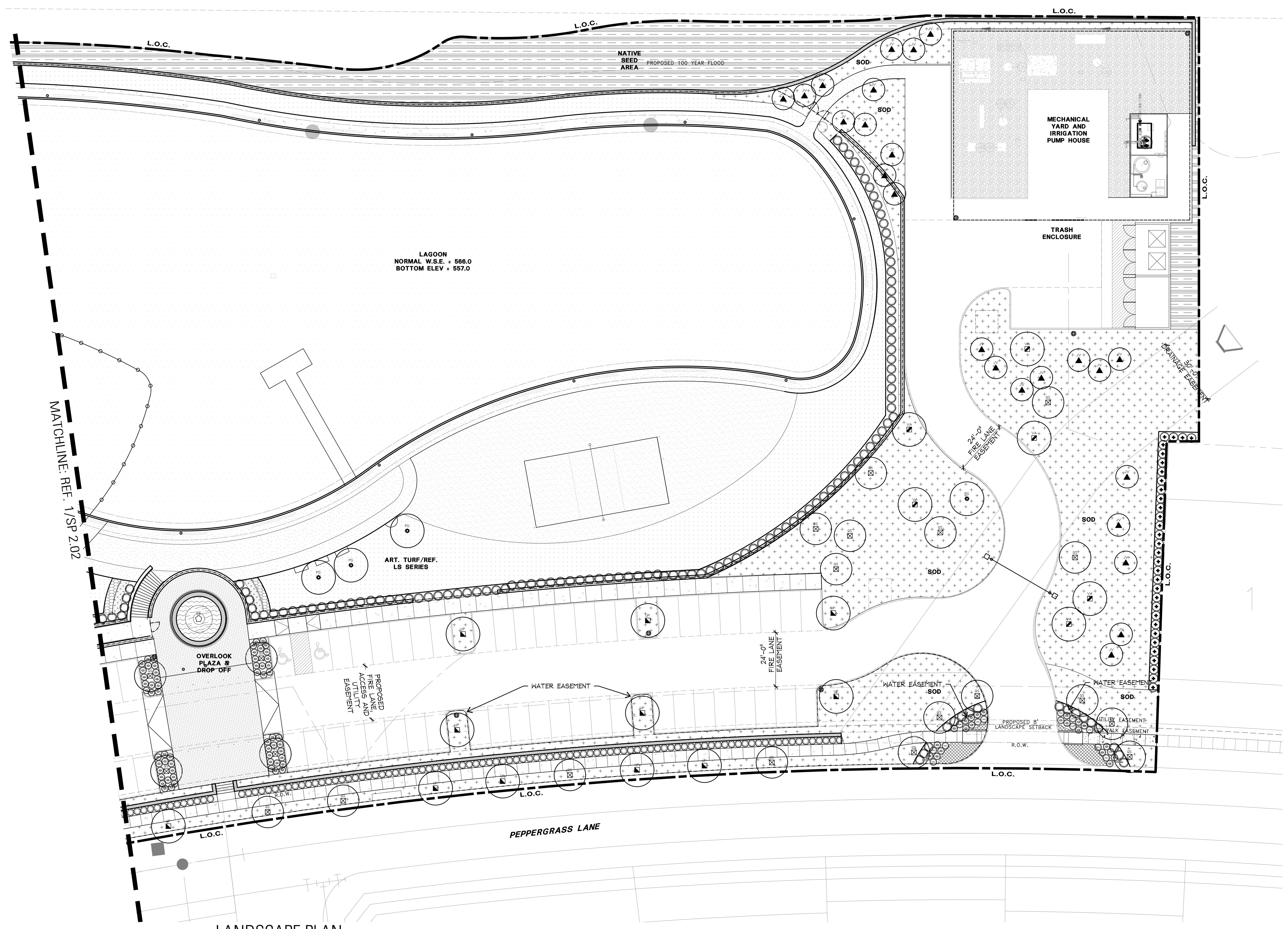
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Reviewed: ZM, MM

Date Issued:  
SEPTEMBER 23, 2019

Revisions:


Sheet Title:  
**LANDSCAPE PLAN  
EXHIBIT G  
TC#Z19-0014**

Sheet Number:  
**SP 2.03**



**1** LANDSCAPE PLAN  
PLAN

SCALE: 1"=20' NORTH

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## ENGINEERING SERVICES

**To:** Mayor and Town Council

**From:** Pete Anaya, P.E., Assistant Director of Engineering Services – Capital Projects

**Through:** Harlan Jefferson, Town Manager

**Re:** Town Council Meeting – October 22, 2019

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**Agenda Item:**

Consider and act upon a resolution authorizing the Town Manager to execute an application to the Collin County Bond Project Funding Program for the design, right-of-way, and construction of the Coit Road (First – Frontier) project.

**Description of Agenda Item:**

The Collin County Commissioners Court has allocated \$60,000,000 for thoroughfare improvements in Collin County cities from the November 2018 approved bond program. The plan is to provide \$36,000,000 in May 2020, and \$24,000,000 in May 2022. The funding assistance matches the Town's dollars at a 70% - 30% (70% County, 30% Town) ratio.

The design of the project is at 90% and right-of-way acquisition will begin in late 2019. The Town of Prosper is requesting matching funds of approximately \$12,312,930 towards the design, right-of-way, and construction of the Coit Road (First – Frontier) 1710-ST project.

**Budget Impact:**

The total cost of the project is \$17,589,900. The Town's portion of funding, 30% match (\$5,276,970) utilizes existing Thoroughfare Impact Fee Funds, and future Certificates of Obligations. The Collin County portion of funding, 70% match (\$12,312,930) would be funded with November 2018 approved bond program funds.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Resolution
2. Application

**Town Staff Recommendation:**

Town staff recommends the Town Council approve a resolution authorizing the Town Manager to execute an application to the Collin County Project Funding Program for the design, right-of-way, and construction of the Coit Road (First – Frontier) project.



**Proposed Motion:**

I move to approve a resolution authorizing the Town Manager to execute an application to the Collin County Bond Project Funding Program for the design, right-of-way, and construction of the Coit Road (First – Frontier) project.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN MANAGER OF THE TOWN OF PROSPER, TEXAS, TO EXECUTE AN APPLICATION TO THE COLLIN COUNTY BOND PROJECT FUNDING PROGRAM FOR THE DESIGN, RIGHT-OF-WAY, AND CONSTRUCTION OF THE COIT ROAD (FIRST – FRONTIER) PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council wishes to authorize the Town Manager to execute an application to the Collin County Bond Project Funding Program for the design, right-of-way, and construction of the Coit Road (First – Frontier) project; and

**WHEREAS**, the Town Council further has determined that this is in the best interests of the Town and its residents.

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

**SECTION 1**

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

**SECTION 2**

The Town Manager of the Town of Prosper, Texas, is hereby authorized to execute, on behalf of the Town Council of the Town of Prosper, Texas, an application to the Collin County Bond Project Funding Program for the design, right-of-way, and construction of the Coit Road (First – Frontier) project, as hereto attached.

**SECTION 3**

This Resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 22TH DAY OF OCTOBER, 2019.**

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

**ATTEST:**

\_\_\_\_\_  
Robyn Battle, Town Secretary

**APPROVED AS TO FORM AND LEGALITY:**

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

# DRAFT

## 2019 Collin County Bond Project Submittal

City

Project Name:

From:

To:

### Project Description/Scope

Project is in 90% design phase and includes the design of 10,500 linear feet of 4-lane divided (ultimately 6-lane divided) major arterial roadway. The existing roadway consists of a 2-lane undivided asphalt rural section with open drainage. The project will replace the existing 24-foot wide roadway section with two 25-foot wide reinforced concrete pavement sections including six-inch integral concrete curbs, right turn deceleration lanes, left turn lanes and underground storm drainage system. A unique feature incorporated into the design includes utilizing one barrel of a double 10X8 box culvert for pedestrian use under the roadway to allow connectivity with the Town's park to the trail network on the other side of the roadway. The design will incorporate provisions to add future fifth and sixth lanes in the center median.

### Estimated Cost of Project

Total project cost including design, ROW, construction, etc.  
Do not include landscaping, irrigation or street lighting

### Amount Requested from Collin County

Maximum will be according to the matching criteria in the "Call"

### Amount matched by City

Attach letter from City Administrator verifying the City has the funds and that at least half of those funds are City funds.

### Approvals

Attach City Council Resolution authorizing the project  
Attach any other approvals required, such as permits from TxDOT, Corps of Engrs, etc.

### Average Daily Traffic

Attach verification that the volume is a measured amount, not a projected or estimated amount

**Possible Bonus Credits.**

Does the project have a feature that has substantial accident/crash record?  
Attached documents verifying the safety issue/crash records.

Is the project parallel to and within 1/2 mile of a freeway or tollway?  
Describe how it can relieve congestion on the freeway or tollway or service roads.

**2019 Collin County Bond Project Submittal, Page 2**

Exception:

If project is a new roadway on a new location, or if the project is re-construction, describe how the improvements will relieve or prevent congestion; that is, traffic volumes beyond the capacity of the roadway.

This project will relieve congestion and prevent future congestion by constructing 4 of the ultimate 6 lanes of the roadway. This will increase the ultimate capacity of the roadway from 2 lanes to 6 lanes in accordance with the Collin County Thoroughfare Plan. These improvements will provide for efficient north/south traffic movement through Prosper, Frisco and Celina.