Prosper is a place where everyone matters.

Agenda

Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, July 14, 2020
5:45 PM

Notice Regarding Public Participation

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

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

Join the Zoom Meeting by clicking on the following link:
https://us02web.zoom.us/j/87189889684

Enter Meeting ID: 87189889684

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

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

Enter Meeting ID: 87189889684

To request to speak, enter *9, and *6 to mute/unmute yourself. The meeting moderator will acknowledge your request and allow you to speak.

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Update from Neighbors Nourishing Neighbors. **(RB)**
2. Recognition of participants in the Mayor's Fitness Challenge. **(DR)**

Discussion Items.

3. Bond Committee Presentation. **(CV)**

CONSENT AGENDA:

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

4. Consider and act upon the minutes from the June 18, 2020, Budget Work Session. **(ML)**

5. Consider and act upon the minutes from the June 23, 2020, Town Council Meeting. **(ML)**

6. Consider and act upon a resolution authorizing the Collin County Tax Office to calculate the voter-approval tax rate for tax year 2020 in the manner provided for a special taxing unit at 8 percent. **(BP)**

7. Receive the May Financial Report. **(BP)**

8. Consider and act upon an ordinance amending Subsection (a) of Section 10.01.001, "Engineering Design Standards," of Article 10.01, "General Provisions," of Chapter 10, "Subdivision Regulation," of the Town's Code of Ordinances by adopting new Roadway Design Requirements. **(DH)**

9. Consider and act upon awarding CSP No. 2020-60-B to Reynolds Asphalt & Construction Company, related to construction services for the Fishtrap Road at FM 1385 Roadway Improvements project; and authorizing the Town Manager to execute a construction agreement for same. **(FJ)**

10. Consider and act upon awarding CSP No. 2020-66-B to Pavecon Public Works, LP, related to construction services for Miscellaneous Asphalt Improvements; and authorizing the Town Manager to execute a construction agreement for same. **(FJ)**

11. 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 submit it to the Town Secretary prior to the meeting, or request to address the Council via videoconference or telephone.

REGULAR AGENDA:

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

Items for Individual Consideration:

12. Consider all matters incident and related to the issuance and sale of the Town of Prosper, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020, including the adoption of an ordinance authorizing the issuance of such

Certificates, appointing a representative of the Town and delegating to the representative certain matters with respect to the sale of the Certificates; establishing parameters for the approval of such delegated matters; approving an Official Statement, a Paying Agent/Registrar Agreement and an engagement letter of bond counsel; ordering the levy of an annual ad valorem tax for the payment of the Certificates; and enacting other provisions relating to the issuance and sale of the Certificates. **(BP)**

13. Discussion on Thoroughfare Screening. **(JW)**

EXECUTIVE SESSION:

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

Section 551.087 – To discuss and consider economic development incentives.

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

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

Section 551.074 – To discuss and consider employment of Municipal Judge and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding legal issues associated with alcoholic beverage local option elections and all matters incident and related thereto.

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

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

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

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 7:00 p.m., on Friday, July 10, 2020, and remained so posted at least 72 hours before said meeting was convened.

_____ _____

Melissa Lee, Town Secretary Date Notice Removed

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

NOTICE

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

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

July 14, 2020

Citizens of the Town of Prosper,
The Honorable Mayor Ray Smith and Town Council:

The members of the 2020 Bond Committee would like to thank you for the opportunity to serve you and our fellow citizens in the planning for Prosper's future. We believe that our recommendations include the needed infrastructure for the future of the Town of Prosper. The Committee invested significant time and effort during this unique and challenging time over the past five months. We held eight meetings with presentations from Town staff, the Town's Financial Advisor, the Town's Bond Counsel and the Town's Attorney.

The Committee unanimously recommends that the Town Council call a bond election for the citizens of Prosper to include $150 million for Streets and Roadways, $30 million for Public Safety, and $30 million for Parks and Recreation. The committee reviewed and edited proposed ballot language for the bond election and is including recommended language approved by the Committee in its presentation. Lastly, the bond committee unanimously agreed with the charge from the Town Council for a November, 2020 election date.

Respectfully submitted:

David Bristol – Chair
Doug Charles
Drake Dunn
Sekou Harris
Rick McGrath
Melissa Randle
Ken Weaver

Curry Vogelsang – Vice Chair
George Dupont
Robert Griffis
Eve Henry
Ron Pyle
Beth Sefcik
Kerri Zimmerman

TOWN OF PROSPER

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Minutes

Special Meeting of the
Prosper Town Council
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Thursday, June 18, 2020

DRAFT

Call to Order/ Roll Call.

The meeting was called to order at 5:34 p.m.

Council Members Present:
Mayor Ray Smith
Mayor Pro-Tem Curry Vogelsang, Jr.
Deputy Mayor Pro-Tem Jason Dixon
Councilmember Marcus E. Ray
Councilmember Jeff Hodges
Councilmember Meigs Miller

Council Members Absent:
Councilmember Craig Andres

Staff Members Present:
Harlan Jefferson, Town Manager
Melissa Lee, Town Secretary
Robyn Battle, Executive Director of Community Services
Chuck Springer, Executive Director of Administrative Services
Betty Pamplin, Finance Director
Rebecca Zook, Executive Director of Development & Infrastructure Services
Hulon Webb, Engineering Services Director
John Webb, Development Services Director
Doug Kowalski, Police Chief
Stuart Blasingame, Fire Chief
Leigh Johnson, Director of Information Technology
Dudley Raymond, Director of Parks and Recreation
Leslie Scott, Director of Library Services

AGENDA:

1. **Budget Calendar and Strategies (BP)**
   Betty Pamplin, Finance Director, began by reviewing the key budget calendar dates and discussed budget strategies for the current economic environment.

2. **FY 2019-2020 Budget Highlights (BP)**
   Director Pamplin provided FY 2019-2020 Budget Highlights that included no increase in the property tax rate, increased property valuations and new growth to the tax roll. FY 2019-2020 General Fund Budget highlights include an increased workforce from 183 to 199 full-time positions and funding of $1.25 million towards street construction projects. FY 2019-2020 Water-Sewer Fund Budget highlights include an increased

workforce from 40 to 47 full-time positions and the funding of $850,000 in various water capital projects.

3. FY 2020-2021 Budget Projections (BP)

Director Pamplin continued with the various growth pressures that affect the Town. The preliminary estimate for the FY 2020-2021 General Fund total revenues is projected at $31,996,453. The 2020 preliminary property valuations were discussed with a final estimated value of $4,632,260,717 which is a 7.54% increase from last year.

Director Pamplin reviewed Senate Bill 2, also known as Texas Property Tax Reform, which limits Texas governments' ability to raise maintenance and operations property tax revenues above 3.5% without voter approval. After the assessor submits the appraisal roll to the governing body, an officer or employee designated by the Town will calculate the no-new-revenue tax rate, and the voter-approval tax rate. The Town Council may direct the designated officer or employee to calculate the voter-approval tax rate in the manner provided for a special taxing unit (8%) if any part of the Town is located in an area declared a disaster area during the current tax year. An officer will be designated at the July 14, 2020, Town Council Meeting and a calculation rate will be determined at that time.

The Town's Debt policy remains the same, targeting not to exceed 6% of taxable assessed value tax rolls. Regarding the Town's bond ratings, Moody's current rating on the 2019 GO Bonds and CO's are stable at Aa1. The S&P current rating on the 2019 GO Bonds and CO's is AA+. Sales tax projections were provided with a FY 2020-2021 current collections estimate at $5,584,361. Water & Sewer Fund revenue projections were provided with a FY 2020-2021 preliminary estimate of total revenues at $24,504,693.

4. Council Budget Priorities for FY 2020-2021 (BP)

Director Pamplin asked for feedback from Council regarding priorities for FY 2020-2021, Councilmember Ray responded public safety, infrastructure, and prudent spending on special projects. Mayor Pro-Tem Vogelsang responded personnel and public safety. Councilmember Ray requested an analysis of the Vehicle Equipment and Replacement Fund and a breakdown of professional consulting services. Councilmember Hodges requested to continue to be conservative and avoid unnecessary expenditures. Councilmember Miller stated infrastructure is a priority. Mayor Smith requested additional information on the use of surplus revenues. Mayor Pro-Tem Vogelsang requested additional information on infrastructure spending.

5. CIP Update (HW/DR)

Hulon Webb, Engineering Services Director, presented information on Capital Improvement Projects with $189,024,041 in projects recently completed and under design. Notable projects include the southbound DNT frontage road, the DNT overpass at Hwy 380, and the lower pressure plane water line. There will be $717,721,866 in projects completed in the next 5 years. Major projects include the DNT expansion, Hwy 380 in Denton County expanded to six lanes and Custer Road. There will be $14,000,000 in projects with a completion of beyond 5 years.

DRAFT

Dudley Raymond, Director of Parks and Recreation, provided and overview of park projects with a total of $2,654,500. Notable projects include the Lakewood Preserve and Hays Park.

6. Strategic Planning Update (HJ)

Harlan Jefferson, Town Manager, reviewed the Major Initiatives included in the Strategic Panning Update provided to Council on May 23, 2020.

7. CARES Act (RB)

Robyn Battle, Executive Director of Community Services, discussed the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Passed by Congress on March 27th, 2020, it is a $2 trillion economic relief package due to COVID-19 that is intended to provide fast and direct economic assistance to workers, families, and small businesses. There is $150 billion allocated to the Coronavirus Relief Fund (CRF) for state, local, and tribal governments. Total Town of Prosper CARES Act allocations, from both Collin and Denton counties, total $1,344,150.23. Executive Director Battle provided a list of potential expenses determined by staff.

Council discussed the list of potential expenses, Councilmember Ray had questions on the criteria for the priority ranking of the items. The Council concurred with the proposed Priority 1 projects, with the understanding that expenses over $50,000 would be brought back for Council consideration and approval.

8. Retention Pond Fountains (DR)

Dudley Raymond, Director of Parks and Recreation, provided an overview of pond fountains and aerators. Benefits include increased pond health, a reduction of non-beneficial aquatic plant growth, and aesthetics. Director Raymond noted several disadvantages of pond fountains including operational and maintenance expenses, a limited amount of oxygenated water and increased evaporation. The advantages of pond aerators was discussed including reduced operational and maintenance costs, a higher level of oxygenated water and lower level of chemicals required to treat algae. Staff recommends the use of fountains where a visual effect is desired and the use of aerators in ponds to improve pond health.

EXECUTIVE SESSION:

Council did not recess into Executive Session.

Adjourn.

The meeting was adjourned at 7:59 p.m. on Tuesday, June 18, 2020.

These minutes approved on the 14th day of July 2020.

APPROVED:

Ray Smith, Mayor

ATTEST:

Melissa Lee, Town Secretary

DRAFT

Prosper is a place where everyone matters.

Minutes

Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, June 23, 2020

DRAFT

Call to Order/ Roll Call.

The meeting was called to order at 5:47 p.m.

Council Members Present:
Mayor Ray Smith
Deputy Mayor Pro-Tem Jason Dixon
Councilmember Marcus E. Ray
Councilmember Craig Andres
Councilmember Jeff Hodges

Council Members Absent:
Mayor Pro-Tem Curry Vogelsang, Jr.
Councilmember Meigs Miller

Staff Members Present:
Harlan Jefferson, Town Manager
Terry Welch, Town Attorney
Melissa Lee, Town Secretary
Robyn Battle, Executive Director of Community Services
Chuck Springer, Executive Director of Administrative Services
Betty Pamplin, Finance Director
January Cook, Purchasing Manager
Rebecca Zook, Executive Director of Development & Infrastructure Services
John Webb, Development Services Director
Hulon Webb, Engineering Services Director
Pete Anaya, Assistant Director of Engineering Services – Capital Projects
Dan Heischman, Assistant Director of Engineering Services - Development
Alex Glushko, Planning Manager
Doug Kowalski, Police Chief
Scott Brewer, Assistant Police Chief
Stuart Blasingame, Fire Chief
Leigh Johnson, Director of Information Technology
Dudley Raymond, Director of Parks and Recreation
Paul Naughton, Senior Park Planner, Parks and Recreation
Leslie Scott, Director of Library Services

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

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

Announcements of recent and upcoming events.

Prosper's Pride in the Sky event will take place on Friday, July 3, at Frontier Park, from 5-10 pm. The annual Independence Day event will feature live music, food trucks, and fireworks. Attendees are encouraged to follow safe practices and maintain social distancing while enjoying a picnic or tailgate on the grounds of Frontier Park.

The Prosper Community Library's Summer Reading Program is now available for readers of all ages. Please check the Town website or call the Library to sign up.

Registration is now open for Prosper's summer recreation programs, camps, and classes. Sign up at www.ProsperParksandRec.org. Scholarships are available for registration fees. Please call the Parks & Recreation Department for more information.

Active adults can enjoy a variety of virtual programs including bingo, trivia, and online fitness classes. Visit the Parks & Recreation Facebook page for a schedule of events.

Town Offices will be closed on Friday, July 3, in observance of the Independence Day Holiday. The Town Council wishes everyone a safe and happy Fourth of July.

Presentations.

1. **Presentation by Prosper nonprofit organizations on the impact of COVID-19. (RB)**

   Jennifer Lutes, Founder and Executive Director of Cornerstone North Central Texas, provided an overview of their program that includes financial assistance, job placement and life skills provided to families in need. Cornerstone, partnering with the Town of Prosper, has distributed approximately $1,800 in utility charge waivers to twelve Prosper residents. Upcoming events include the July 18 Back to School Bash, which is anticipated to assist over 350 children.

CONSENT AGENDA:

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

2. **Consider and act upon the minutes from the June 9, 2020, Town Council meeting. (ML)**

3. **Consider and act upon authorizing the Town Manager to execute an Interlocal Cooperation Agreement between Denton County and the Town of Prosper related to the Coronavirus Aid, Relief, and Economic Security (CARES) Act. (HJ)**

4. **Consider and act upon Ordinance No. 2020-50 amending Ordinance No. 19-65 (FY 2019-2020 Budget). (BP)**

5. **Consider and act upon approving the purchase of Traffic Signal related items for the Temporary Traffic Signal at Fishtrap & Gee Road and the Permanent Traffic Signal at Coit Road & Richland Boulevard, from Consolidated Traffic Controls, Inc., through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program. (PA)**

6. Consider and act upon awarding CSP No. 2020-34-B to Ratliff Hardscape, Ltd. related to construction services for the Whitley Place Trail Extension Project (1801-PK), and authorizing the Town Manager to execute a construction agreement for same. (DR)

8. Consider and act upon authorizing the Town Manager to execute a Sewer Development Agreement between HH Lakewood LLC, and the Town of Prosper, Texas, related to the extension of a sanitary sewer line to serve the Lakewood at Brookhollow, Phase 3 development. (HW)

Deputy Mayor Pro-Tem Dixon removed Item 7 from the Consent Agenda.

Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Hodges seconded the motion to approve Items 2-6, and Item 8 on the Consent Agenda.

The motion was approved by a vote of 5-0.

7. Consider and act upon authorizing the Town Manager to execute a License, Maintenance, and Hold Harmless Agreement between Prosper 236, LLC, Lakewood HOA, Inc., and the Town of Prosper, Texas, related to the installation and maintenance of a screening wall and two columns within the right-of-way of Meadowbrook Boulevard in the Lakewood, Phase 1A development. (DH)

Deputy Mayor Pro-Tem Dixon had a question on the choice of stone wall instead of wrought iron fencing. Dan Heischman, Assistant Director of Engineering Services – Development, replied that the location was not adjacent to a common area and was a corner residential lot. John Webb, Development Services Director, added that this was the side property line of a residential lot and the entry was not a thoroughfare that would be subject to the required thoroughfare screening. Staff will present alternative standards for a subdivision return entry that is not on a thoroughfare at a future Council meeting.

After discussion, Deputy Mayor Pro-Tem Dixon made a motion, and Councilmember Hodges seconded the motion to authorize the Town Manager to execute a License, Maintenance, and Hold Harmless Agreement between Prosper 236, LLC, Lakewood HOA, Inc., and the Town of Prosper, Texas, related to the installation and maintenance of a screening wall and two columns within the right-of-way of Meadowbrook Boulevard in the Lakewood, Phase 1A development.

The motion was approved by a vote of 5-0.

CITIZEN COMMENTS

There were no citizen comments.

REGULAR AGENDA:

Items for Individual Consideration:

9. Conduct a Public Hearing and receive comments on the proposed updates to the Roadway Design Standards. (DH)

Dan Heischman, Assistant Director of Engineering Services – Development, provided information on the updates that provide for consistency with the 2017 Subdivision Ordinance and the 2019 Paving and Subgrade Design Standards. The updated standards also include design standards for roundabouts, expanded pedestrian facility guidelines, and design guidelines for curvilinear streets and traffic calming.

Council discussed the use of curvilinear streets and roundabouts within the Town as a deterrent to speeding. Deputy Mayor Pro-Tem Jason Dixon had questions on the requirements for internal site circulation on commercial development. Assistant Director Heischman responded cross access from one development to another is required and is emergency services driven. Deputy Mayor Pro-Tem Jason Dixon expressed preference to exclude chicanes from the standards. Councilmember Ray was in favor of more islands and medians. Council discussed the use of speedbumps, speedhumps and speed cushions.

10. Conduct a Public Hearing, and consider and act upon Ordinance No. 2020-51 rezoning 1.2± acres from Planned Development-84 (PD-84) to Downtown Retail (DTR), located on the northeast corner of Broadway Street and McKinley Street. (Z20-0012). *[Companion Case Z20-0011]* (AG)

11. Conduct a Public Hearing, and consider and act upon Ordinance No. 2020-52 amending Planned Development-84 (PD-84), on 1.1± acres, located on the southeast corner of Fifth Street and McKinley Street, generally to amend the property boundary, permitted uses, and development standards for Silo Park Food Truck Park. (Z20-0011) *[Companion Case Z20-0012]* (AG)

Mayor Smith opened Items 10 and 11 concurrently.

Alex Glushko, Planning Manager, provided an overview of the site including current permitted uses and zoning history. Requested changes will allow for continued use, as well as to modify the property boundary, permitted uses, and development standards. The applicant, Matt Moore of ClayMoore Engineering, discussed parking, flex-base gravel use and restaurant incubators.

Council discussed the size and allowable colors of the restaurant incubators, as well as their permitted uses at other locations.

Mayor Smith Opened the Public Hearing.

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

After discussion, Councilmember Ray made a motion, and Councilmember Hodges seconded the motion to approve Ordinance No. 2020-51 rezoning 1.2± acres from Planned Development-84 (PD-84) to Downtown Retail (DTR), located on the northeast corner of Broadway Street and McKinley Street.

The motion was approved by a vote of 5-0.

Councilmember Ray made a motion, and Councilmember Hodges seconded the motion to approve Ordinance No. 2020-52 amending Planned Development-84 (PD-84), on 1.1+ acres, located on the southeast corner of Fifth Street and McKinley Street,

generally to amend the property boundary, permitted uses, and development standards for Silo Park Food Truck Park.

The motion was approved by a vote of 5-0.

12. Conduct a Public Hearing, and consider and act upon a request for Sign Waivers to allow for a Subdivision Entry Sign and additional Development Signage in Windsong Ranch. (MD20-0009) (AG)

Alex Glushko, Planning Manager, provided information on the request of sign waivers for two types of signage within the development, Subdivision Entry Signs (i.e. Neighborhood Signage) and Development Signs (i.e. Marketing Monument Signage). David Blom, Tellus Group, LLC., discussed the structure and design of the signs noting the growing footprint of Windsong Ranch and the need for additional signage at the requested locations.

Mayor Smith Opened the Public Hearing.

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

After discussion, Councilmember Andres made a motion, and Councilmember Hodges seconded the motion to approve the request for Sign Waivers to allow for a Subdivision Entry Sign and additional Development Signage in Windsong Ranch.

The motion was approved by a vote of 5-0.

EXECUTIVE SESSION:

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

Section 551.087 – To discuss and consider economic development incentives.

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

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

The Town Council recessed into Executive Session at 6:43 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 7:51 p.m.

Councilmember Andres made a motion and Councilmember Hodges seconded the motion to authorize the Town Manager to execute the following:

The First Amendment to Escrow Agreement between the Town of Prosper, Texas, and BG-GBT Broadway & Preston, L.P.

The motion was approved by a vote of 5-0.

Councilmember Andres made a motion and Councilmember Hodges seconded the motion to authorize the Town Manager to execute the following:

The Third Amended Economic Development Incentive Agreement between the Town of Prosper, Texas, and Northeast 423/380 Ltd., and Northwest 423/380 L.P.

The motion was approved by a vote of 5-0.

Councilmember Andres made a motion and Councilmember Ray seconded the motion to authorize the Town Manager to execute the following:

An Economic Development Incentive Agreement between the Town of Prosper, Texas, the Prosper Economic Development Corporation and Merit Roofing Systems, Inc.

The motion was approved by a vote of 5-0.

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

Council discussed the general seating of the dais and returning to a normal configuration.

Adjourn.

The meeting was adjourned at 7:55 p.m. on Tuesday, June 23, 2020.

These minutes approved on the 14th day of July 2020.

APPROVED:

_____

Ray Smith, Mayor

ATTEST:

_____

Melissa Lee, Town Secretary

DRAFT

FINANCE DEPARTMENT

TOWN OF PROSPER
Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Betty Pamplin, Finance Director**

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

Re: **Town Council Meeting – July 14, 2020**

Agenda Item:
Consider and act upon a resolution authorizing the Collin County Tax Office to calculate the voter-approval tax rate for tax year 2020 in the manner provided for a special taxing unit at 8 percent. **(BP)**

Description of Agenda Item:
This agenda item is to direct the Collin County Tax Office to calculate the voter-approval tax rate for tax year 2020. According to section 26.04(c-1) of the Texas Tax Code the governing body of a taxing unit located in an area declared to be a disaster area by the Governor or by the President of the United States may direct the designated officer of the taxing unit to calculate the voter-approval tax rate in the manner provided for a special taxing unit at 8 percent.

Although the tax office will be calculating the voter-approval rate at 8 percent, they will also provide the Town with a calculation of the voter-approval rate at 3.5 percent. The actual tax rate will be determined by the Town Council at the adoption of the Town's budget and tax rate in September. The voter-approval rate simply sets the maximum rate that can be adopted without triggering the requirement for holding a tax rate election. This resolution is necessary to give designation authority to the Collin County Tax office to make the required calculations for the Town due to new laws implemented with Senate Bill 2.

Budget Impact:
There is no budget impact for this item.

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

Attached Documents:
1. Resolution

Town Staff Recommendation:

Town staff recommends adoption of a resolution authorizing the Collin County Tax Office to calculate the voter-approval tax rate for tax year 2020 in the manner provided for a special taxing unit at 8 percent.

Proposed Motion:

I move to adopt a resolution authorizing the Collin County Tax Office to calculate the voter-approval tax rate for tax year 2020 in the manner provided for a special taxing unit at 8 percent.

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2020-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DIRECTING THE COLLIN COUNTY TAX OFFICE TO CALCULATE THE VOTER-APPROVAL TAX-RATE FOR TAX YEAR 2020 IN THE MANNER PROVIDED FOR A SPECIAL TAXING UNIT AT 8 PERCENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, beginning on or about December 2019, a novel coronavirus, now designated COVID-19, has spread through the world and has now been declared a global pandemic by the World Health Organization; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a state of disaster in all Texas counties, including Collin County; and

WHEREAS, the Town of Prosper, Texas ("**Town**"), is located in Collin County; and

WHEREAS, Section 26.04(c-1) of the Texas Tax Code provides that the governing body of a taxing unit located in an area declared to be a disaster area by the Governor or by the President of the United States may direct the designated officer of the taxing unit to calculate the voter-approval tax rate in the manner provided for a special taxing unit at 8 percent; and

WHEREAS, Section 26.07(b) of the Texas Tax Code gives cities the ability to avoid an automatic tax rate election following certain disasters; and

WHEREAS, the Collin County Tax Office is the designated officer of the Town.

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

SECTION 1

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

SECTION 2

The Town Council hereby requests, in accordance with Section 26.04(c-1) of the Texas Tax Code, that the Collin County Tax Office calculate the voter-approval tax rate for year 2020 in the manner provided for a special taxing unit at 8 percent.

SECTION 3

The Town Manager is hereby authorized to exercise any and all options available for declared emergencies in accordance with The Texas Reform and Transparency Act of 2019 (Senate Bill 2) to ensure the continued financial health of the Town.

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 14TH DAY OF JULY, 2020.

Ray Smith, Mayor

ATTEST:

Melissa Lee, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

TOWN OF PROSPER

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MONTHLY FINANCIAL REPORT
as of May 31, 2020
Budgetary Basis

Prepared by
Finance Department

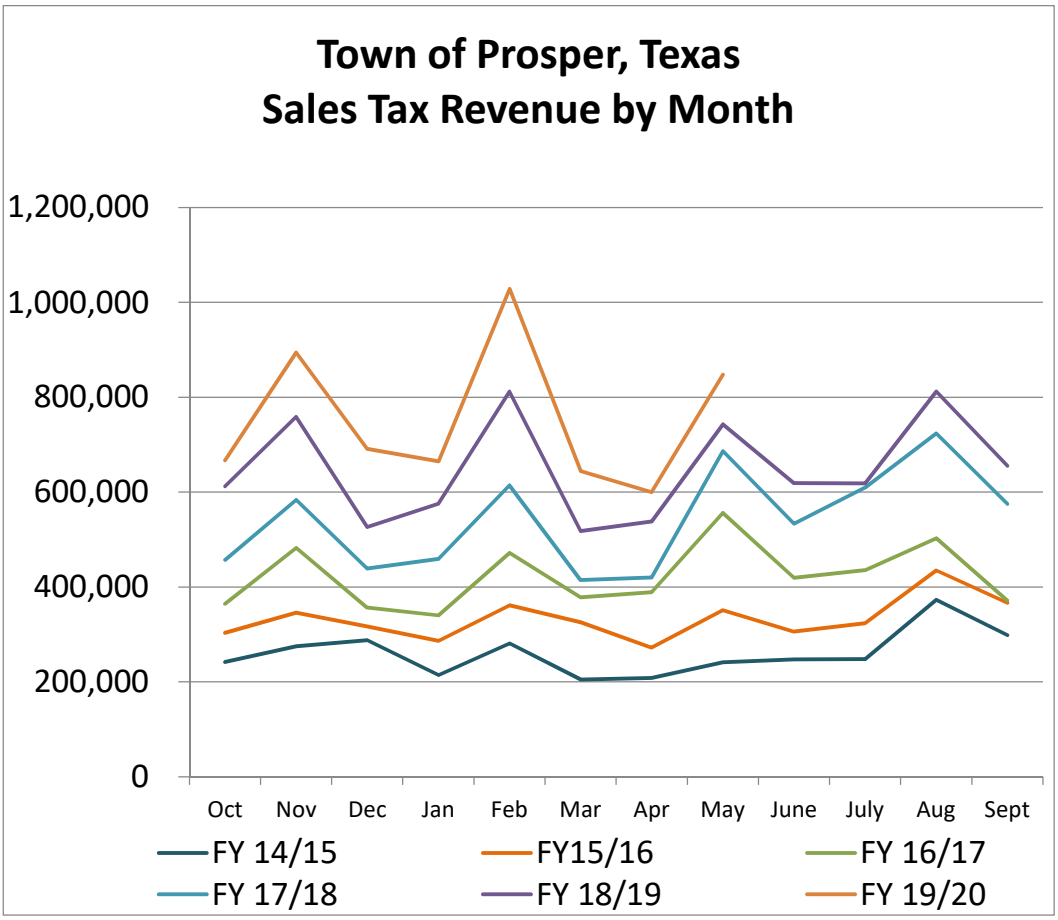
July 14, 2020

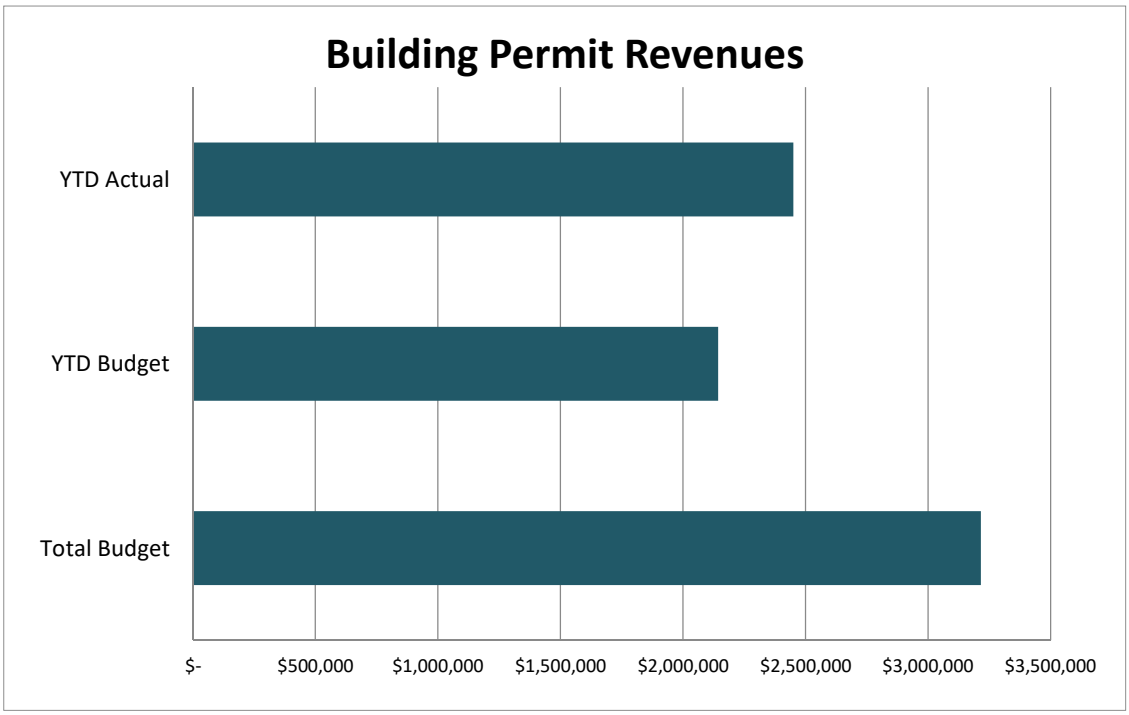
TOWN OF PROSPER, TEXAS

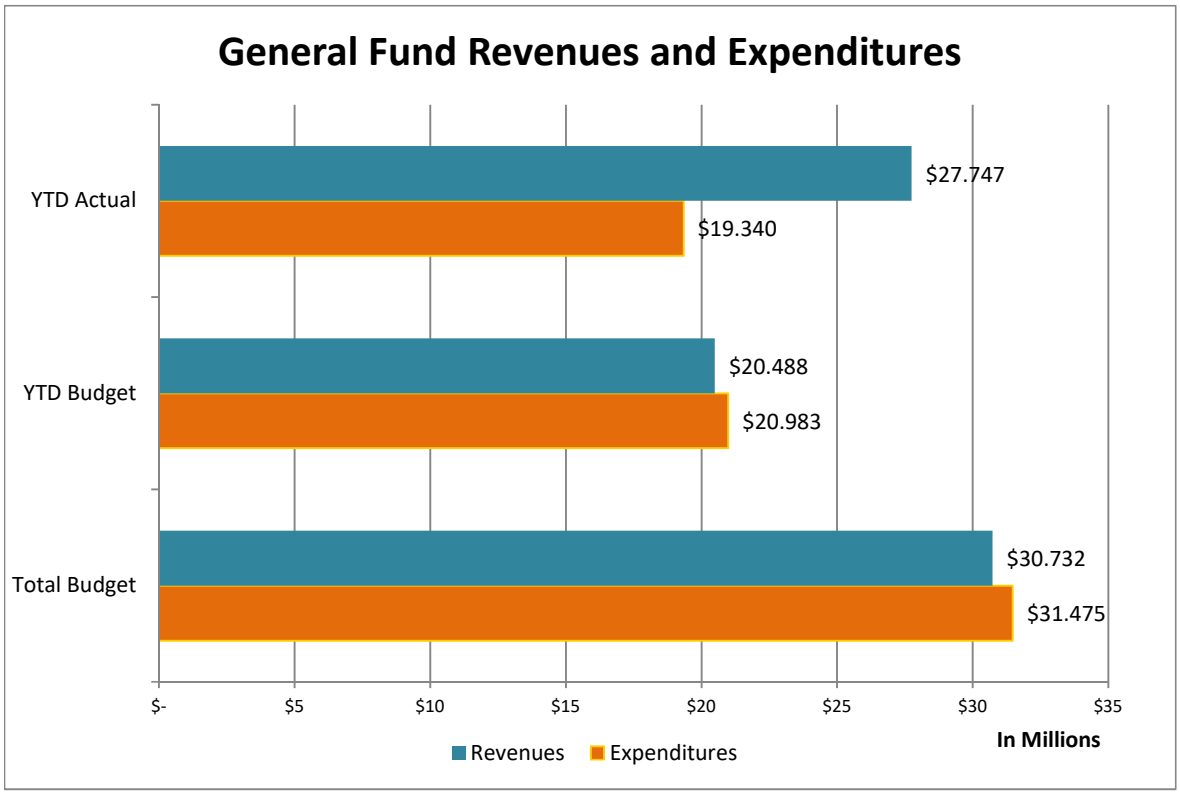
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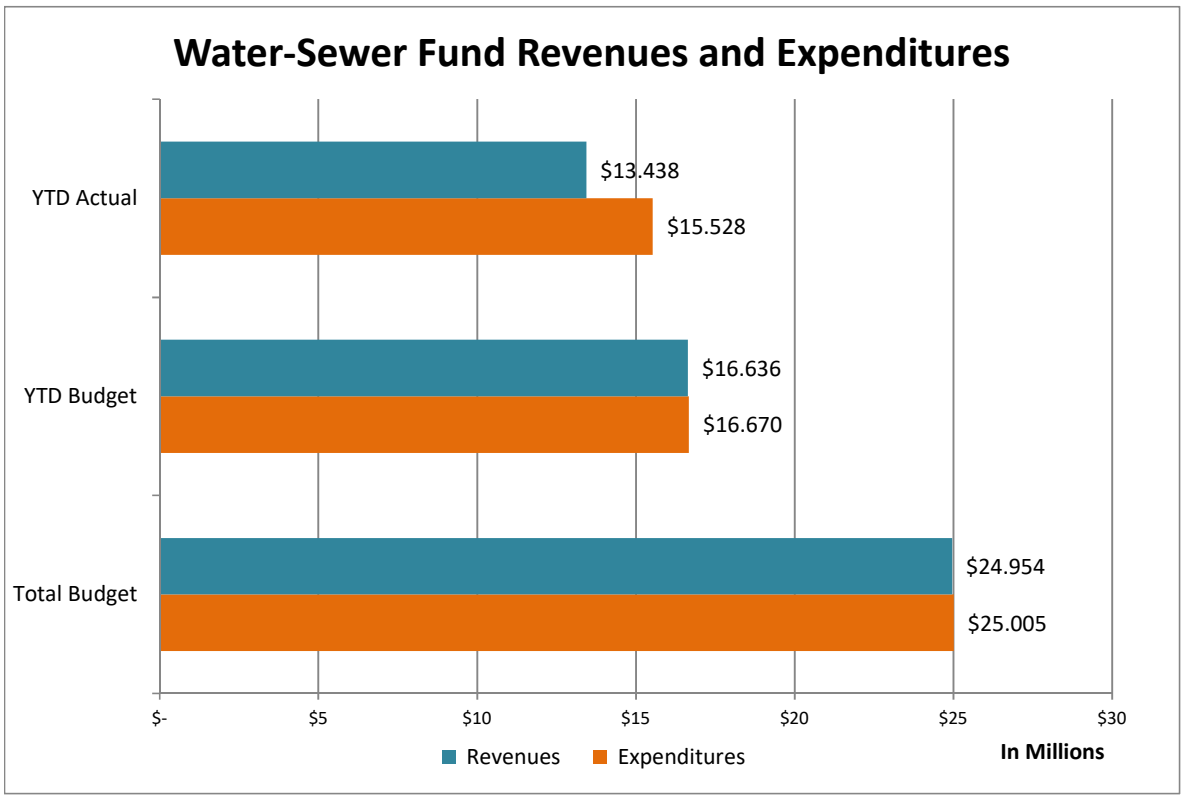
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Town of Prosper, Texas
Sales Tax Revenue by Month
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
Sept
FY 14/15
FY15/16
FY 16/17
FY 17/18
FY 18/19
FY 19/20


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


General Fund Revenues and Expenditures
YTD Actual
YTD Budget
Total Budget
$27.747
$19.340
$20.488
$20.983
$30.732
$31.475
$- $5 $10 $15 $20 $25 $30 $35
Revenues
Expenditures
In Millions


Water-Sewer Fund Revenues and Expenditures
YTD Actual
YTD Budget
Total Budget
$13.438
$15.528
$16.636
$16.670
$24.954
$25.005
$- $5 $10 $15 $20 $25 $30
Revenues
Expenditures
In Millions

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GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	$ 16,570,933	$ -	$ 16,570,933	$ 16,802,765	$ -	$ (231,832)	101%	1	$ 14,425,050	16%
Sales Taxes	5,011,936	-	5,011,936	3,754,127	-	1,257,809	75%		3,575,464	5%
Franchise Fees	1,731,375	-	1,731,375	898,337	-	833,038	52%	2	800,473	12%
Building Permits	3,215,472	-	3,215,472	2,449,998	-	765,474	76%		2,120,777	16%
Other Licenses, Fees & Permits	1,089,881	-	1,089,881	1,094,751	-	(4,870)	100%		798,644	37%
Charges for Services	428,997	-	428,997	322,357	-	106,640	75%		255,396	26%
Fines & Warrants	474,163	-	474,163	221,981	-	252,182	47%	6	327,904	-32%
Intergovernmental Revenue (Grants)	54,000	404,672	458,672	45,007	-	413,665	10%	5	36,708	23%
Investment Income	300,249	-	300,249	169,022	-	131,227	56%		215,389	-22%
Transfers In	989,087	-	989,087	659,391	-	329,696	67%		587,694	12%
Miscellaneous	201,447	15,000	216,447	1,249,915	-	(1,033,468)	577%		198,209	531%
Park Fees	245,280	-	245,280	79,364	-	165,916	32%	7	150,021	-47%
Total Revenues	$ 30,312,820	$ 419,672	$ 30,732,492	$ 27,747,014	$ -	$ 2,985,478	90%		$ 23,491,728	18%
EXPENDITURES										
Administration	$ 5,442,762	$ (303,473)	$ 5,139,289	$ 3,616,338	$ 367,382	$ 1,155,569	78%	3	$ 5,794,119	-38%
Police	5,496,662	134,545	5,631,207	3,052,325	141,631	2,437,251	57%		2,689,465	13%
Fire/EMS	6,384,111	1,292,878	7,676,989	4,822,532	339,746	2,514,710	67%		4,353,337	11%
Public Works	2,963,896	249,840	3,213,736	2,467,116	144,272	602,347	81%	4	2,777,020	-11%
Community Services	4,631,138	105,060	4,736,198	2,720,011	189,339	1,826,848	61%		2,509,520	8%
Development Services	3,211,836	26,403	3,238,239	1,722,420	580,602	935,216	71%	3	1,833,103	-6%
Engineering	1,734,793	104,576	1,839,369	939,649	50,632	849,088	54%		701,630	34%
Total Expenses	$ 29,865,198	$ 1,609,829	$ 31,475,027	$ 19,340,392	$ 1,813,605	$ 10,321,029	67%		$ 20,658,193	-6%
REVENUE OVER (UNDER) EXPENDITURES	$ 447,622	$ (1,190,157)	$ (742,535)	$ 8,406,621					$ 2,833,535	
Beginning Fund Balance October 1-Unassigned/Unrestricted			9,881,492	9,881,492					8,139,265	
Ending Fund Balance			$ 9,138,957	$ 18,288,113					$ 10,972,800	

Notes

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

2 Franchise fees and other various license and fees are paid quarterly or annually.

3 Departments encumber funds for contracts that usually reflect the entire budget which is why we see budgets exceed the expected 8/12 to date.
For example: Town Manager professional services; various IT projects; and third party plan review and inspections.

4 The adopted budget included $1.25M for Prosper Trail (Coit to Custer). These funds have been transferred to the CIP fund.

5 Grant revenues are recorded when received. The largest grant revenue expected is for the fire SAFER grant. First and second quarter reporting has not been processed.

6 Court Fine collections have been impacted by COVID-19. Municipal Court was shut down for the months of April and May.
Virtual Court is being implemented to assist with case resolution and collections.

7 Park fee collections have been impacted by COVID-19. Park programs for Spring were cancelled.
Some of this revenue has an offsetting expense which is down in relation.

TOWN OF PROSPER, TEXAS
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WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	$ 13,623,413	$ -	$ 13,623,413	$ 7,177,271	$ -	$ 6,446,142	53%		$ 5,283,977	36%
Sewer Charges for Services	7,051,798	-	7,051,798	4,788,275	-	2,263,523	68%		4,314,514	11%
Sanitation Charges for Services	1,377,830	-	1,377,830	906,418	-	471,412	66%		826,631	10%
Licenses, Fees & Permits	54,258	-	54,258	120,897	-	(66,639)	223%	3	104,165	16%
Water Penalties	1,675	-	1,675	1,250	-	425	75%		1,000	25%
Utility Billing Penalties	112,200	-	112,200	50,190	-	62,010	45%	4	87,371	-43%
Investment Income	142,024	-	142,024	87,922	-	54,102	62%		100,619	-13%
Other	2,590,428	-	2,590,428	305,940	-	2,284,488	12%	5	229,097	34%
Total Revenues	$ 24,953,626	$ -	$ 24,953,626	$ 13,438,163	$ -	$ 11,515,463	54%		$ 10,947,374	23%
EXPENDITURES										
Administration	$ 2,396,949	$ (16,575)	$ 2,380,374	$ 1,462,236	$ 75,950	$ 842,188	65%		$ 1,796,406	-19%
Debt Service	3,930,237	-	3,930,237	2,167,711	1,762,966	(440)	100%	1	1,468,385	48%
Water Purchases	5,690,642	(100,000)	5,590,642	3,036,976	-	$ 2,553,666	54%		3,390,910	-10%
Public Works	12,938,373	165,121	13,103,494	8,861,524	885,750	3,356,221	74%	2	5,905,312	50%
Total Expenses	$ 24,956,201	$ 48,546	$ 25,004,747	$ 15,528,447	$ 2,724,665	$ 6,751,635	73%		$ 12,561,012	24%
REVENUE OVER (UNDER) EXPENDITURES	$ (2,575)	$ (48,546)	$ (51,121)	$ (2,090,284)					$ (1,613,639)	
Beginning Working Capital October 1			8,069,636	8,069,636					7,869,816	
Ending Working Capital			$ 8,018,515	$ 5,979,352					$ 6,256,177	

Notes

1 The Town has encumbered the annual debt service payments that are paid in February and August.

2 The adopted budget included $3.051M for CIP projects. These funds have been transferred to the CIP fund.
$2.501M Custer Road Meter Station and Water Line Relocations
$400k Cook Lane (First-End) Water Line
$150k Broadway (Parvin-Craig) Water Line

3 Included in this category are revenues for credit card fees being collected. These were not budgeted as we were expecting to migrate to a customer direct pay model. There is an offsetting expense for this revenue.

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

5 Budgeted in this category is a reimbursement from TxDOT for the Custer Road Meter Station and Water Line Relocations.

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WATER-SEWER FUND

	May-20		May-19		Growth %
	WATER	SEWER	WATER	SEWER	Change
# of Accts Residential	9,003	8,317	8,123	7,445	11.25%
# of Accts Commercial	331	293	339	253	5.41%
Consumption-Residential	121,868,930	49,309,906	67,648,960	48,059,885	47.94%
* Consumption-Commercial	9,689,620	4,615,420	15,477,990	5,165,070	-30.70%
Average Residential Water Consumption	13,536		8,328		62.54%
Billed ($) Residential	$819,827.68		$482,011.78		
Billed ($) Commercial	$66,089.62		$137,004.42		
Total Billed ($)	$1,080,659.96	$556,342.84	$713,707.68	$525,907.72	32.06%

	Average Monthly	Average Cumulative
October	9.8%	9.8%
November	6.7%	16.5%
December	5.5%	22.0%
January	4.7%	26.8%
February	4.6%	31.4%
March	4.6%	36.0%
April	6.4%	42.4%
May	7.8%	50.2%
June	9.3%	59.5%
July	11.6%	71.1%
August	15.4%	86.5%
September	13.5%	100.0%

* Commercial Consumption down for May most likely due to COVID-19. Some businesses and all schools were closed for the entire month of April. Some businesses resumed activity mid-May. Consumption is for the period of April 15th - May 15th.

	Average rainfall for May is 4.90			
Rainfall	Jun-19	4.13	Jun-18	1.27
	Jul-19	0.78	Jul-18	0.25
	Aug-19	2.44	Aug-18	2.99
	Sep-19	Trace of rain	Sep-18	12.69
	Oct-19	4.42	Oct-18	15.66
	Nov-19	1.80	Nov-18	0.86
	Dec-19	1.17	Dec-18	4.55
	Jan-20	5.00	Jan-19	1.58
	Feb-20	3.88	Feb-19	1.29
	Mar-20	6.75	Mar-19	2.01
	Apr-20	1.90	Apr-19	6.75
	May-20	7.54	May-19	8.15

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DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	$ 185,713	$ -	$ 185,713	$ 157,738	$ -	$ 27,975	85%	1	$ 78,165	102%
Property Taxes-Current	6,625,000	-	6,625,000	6,772,147	-	(147,147)	102%	1	5,889,221	15%
Taxes-Penalties	45,000	-	45,000	43,270	-	1,730	96%	1	28,963	49%
Interest Income	45,000	-	45,000	62,050	-	(17,050)	138%		59,694	4%
Total Revenues	$ 6,900,713	$ -	$ 6,900,713	$ 7,035,205	$ -	$ (134,492)	102%		$ 6,056,044	16%
EXPENDITURES										
Professional Services	$ -	$ -	$ -	$ 2,500	$ -	$ (2,500)			$ 2,500	0%
2008 CO Bond Payment	-	-	-	-	-	-			-	
2010 Tax Note Payment	-	-	-	-	-	-			-	
2011 Refunding Bond Payment	-	-	-	-	-	-			-	
2012 GO Bond Payment	190,000	-	190,000	190,000	-	-	100%	2	185,000	3%
2012 CO Bond Payment	-	-	-	-	-	-			58,650	
2013 GO Refunding Bond	165,000	-	165,000	-	165,000	-	100%	2	-	
Bond Administrative Fees	20,000	-	20,000	440	-	19,560	2%		440	
2014 GO Bond Payment	280,000	-	280,000	-	280,000	-	100%	2	-	
2015 GO Bond Payment	500,100	-	500,100	500,100	-	-	100%	2	175,000	186%
2015 CO Bond Payment	215,000	-	215,000	215,000	-	-	100%	2	60,000	258%
2016 GO Debt Payment	616,500	-	616,500	616,500	-	-	100%	2	946,800	-35%
2016 CO Debt Payment	45,000	-	45,000	45,000	-	-	100%	2	90,000	-50%
2017 CO Debt Payment	-	-	-	-	-	-			355,000	
2017 GO Debt Payment	405,000	-	405,000	405,000	-	-	100%	2	35,000	1057%
2018 GO Debt Payment	135,000	-	135,000	135,000	-	-	100%	2	115,000	17%
2018 CO Debt Payment	160,000	-	160,000	160,000	-	-	100%	2	895,000	-82%
2019 CO Debt Payment	967,754	-	967,754	967,753	1	-	100%	2	-	
2019 GO Debt Payment	140,000	-	140,000	140,000	-	-	100%	2	-	
Bond Interest Expense	3,183,386	-	3,183,386	1,563,238	1,620,148	-	100%	2	1,413,704	11%
Total Expenditures	$ 7,022,740	$ -	$ 7,022,740	$ 4,940,531	$ 2,065,149	$ 17,060	100%		$ 4,332,094	14%
REVENUE OVER (UNDER) EXPENDITURES	$ (122,027)	$ -	$ (122,027)	$ 2,094,674					$ 1,723,950	
Beginning Fund Balance October 1			2,556,812	2,556,812					2,558,230	
Ending Fund Balance Current Month			$ 2,434,785	$ 4,651,486					$ 4,282,180	

Notes

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

2 The Town has encumbered the annual debt service payments that are paid in February and August.

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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 1,338,204	$ -	$ 1,338,204	$ 987,030	$ -	$ 351,174	74%	2	$ 606,786	63%
Interest Income	5,000	-	5,000	286	-	4,714	6%	1	-	
Other	-	-	-	-	-	-			-	
Total Revenue	$ 1,343,204	$ -	$ 1,343,204	$ 987,316	$ -	$ 355,888	74%		$ 606,786	63%
EXPENDITURES										
Personnel	$ 1,308,204	$ 18,951	$ 1,327,155	$ 759,055	$ -	$ 568,100	57%		$ 805,347	-6%
Other	-	-	-	243	-	(243)			48,510	-99%
Total Expenditures	$ 1,308,204	$ 18,951	$ 1,327,155	$ 759,297	$ -	$ 567,858	57%		$ 853,857	-11%
REVENUE OVER (UNDER) EXPENDITURES	$ 35,000	$ (18,951)	$ 16,049	$ 228,019					$ (247,072)	
Beginning Fund Balance October 1			170,443	170,443					-	
Ending Fund Balance Current Month			$ 186,492	$ 398,462					$ (247,072)	

Notes

1 Due to a negative cash position interest had not been allocated prior to December

2 The first month of sales tax collection in the prior year was December.

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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 1,338,204	$ -	$ 1,338,204	$ 985,884	$ -	$ 352,321	74%	2	$ 606,916	62%
Interest Income	5,000	-	5,000	-	-	5,000	0%	1	-	
Other	-	-	-	-	-	-			-	
Total Revenue	$ 1,343,204	$ -	$ 1,343,204	$ 985,884	$ -	$ 357,321	73%		$ 606,916	62%
EXPENDITURES										
Personnel	$ 1,308,204	$ -	$ 1,326,274	$ 805,606	$ -	$ 520,668	61%		$ 857,402	-6%
Other	-	-	-	243	-	(243)			21,556	-99%
Total Expenditures	$ 1,308,204	$ -	$ 1,326,274	$ 805,849	$ -	$ 520,425	61%		$ 878,959	-8%
REVENUE OVER (UNDER) EXPENDITURES	$ 35,000	$ -	$ 16,930	$ 180,035					$ (272,042)	
Beginning Fund Balance October 1			15,585	15,585					-	
Ending Fund Balance Current Month			$ 32,515	$ 195,620					$ (272,042)	

Notes

1 Due to a negative cash position no interest has been allocated to date.

2 The first month of sales tax collection in the prior year was December.

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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Grant Revenue	$ 182,788	$ -	$ 182,788	$ -	$ -	$ 182,788	0%		$ -	
Other Reimbursements	124,600	-	124,600	43,583	-	81,017	35%	1	41,411	5%
Interest Income	30,000	-	30,000	37,164	-	(7,164)	124%		35,005	6%
Transfers In	1,913,713	108,969	2,022,682	1,348,455	-	674,227	67%		1,093,383	23%
Total Revenue	$ 2,251,101	$ 108,969	$ 2,360,070	$ 1,429,202	$ -	$ 930,868	61%		$ 1,169,799	22%
EXPENDITURES										
Vehicle Replacement	$ 787,517	$ 524,275	$ 1,311,792	$ 971,255	$ 163,364	$ 177,172	86%	2	$ 390,970	148%
Equipment Replacement	26,000	-	26,000	-	-	26,000	0%		292,910	-100%
Technology Replacement	82,650	-	82,650	51,193	-	31,457	62%	2	63,599	-20%
Total Expenditures	$ 896,167	$ 524,275	$ 1,420,442	$ 1,022,448	$ 163,364	$ 234,629	83%		$ 747,479	37%
REVENUE OVER (UNDER) EXPENDITURES	$ 1,354,934	$ (415,306)	$ 939,628	$ 406,754					$ 422,320	
Beginning Fund Balance October 1			2,895,043	2,895,043					2,337,780	
Ending Fund Balance Current Month			$ 3,834,671	$ 3,301,797					$ 2,760,100	

Notes

1 Auction revenues and insurance reimbursements are placed in the Other Reimbursements account as they occur

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

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STORM DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	$ 627,156	$ -	$ 627,156	$ 439,479	$ -	$ 187,677	70%		$ 400,689	10%
Drainage Review Fee	6,000	-	6,000	1,710	-	4,290	29%	2	-	
Interest Income	5,000	-	5,000	5,198	-	(198)	104%		1,791	190%
Other Revenue	-	-	-	-	-	-			-	
Total Revenue	$ 638,156	$ -	$ 638,156	$ 446,388	$ -	$ 191,768	70%		$ 402,480	11%
EXPENDITURES										
Personnel Services	$ 166,833	$ 721	$ 167,554	$ 111,401	$ -	$ 56,153	66%		$ 107,667	3%
Debt Service	248,641	-	248,641	197,879	50,762	-	100%	1	-	
Operating Expenditures	126,700	-	126,700	11,867	-	114,833	9%	3	4,519	163%
Transfers Out	100,135	-	100,135	66,757	-	33,378	67%		596,509	-89%
Total Expenses	$ 642,309	$ 721	$ 643,030	$ 387,904	$ 50,762	$ 204,365	68%		$ 708,696	-45%
REVENUE OVER (UNDER) EXPENDITURES	$ (4,153)	$ (721)	$ (4,874)	$ 58,484					$ (306,216)	
Beginning Working Capital October 1			477,466	477,466					151,834	
Ending Working Capital Current Month			$ 472,592	$ 535,950					$ (154,382)	

Notes

1 The Town has encumbered the annual debt service payments that are paid in February and August.

2 Drainage Review fee is collected at time service is requested, and has a matching expense.

3 Operating Expenditures includes a capital project that is expected to be awarded in summer 2020.

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PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication-Fees	$ 200,000	$ -	$ 200,000	$ -	$ -	$ 200,000	0%		$ 375,146	
Park Improvements	100,000	-	100,000	-	-	100,000	0%		113,784	
Contributions/Grants	500,000	-	500,000	-	-	500,000	0%		-	
Interest-Park Dedication	25,000	-	25,000	17,709	-	7,291	71%		11,661	52%
Interest-Park Improvements	15,000	-	15,000	15,554	-	(554)	104%		14,489	7%
Total Revenue	$ 840,000	$ -	$ 840,000	$ 33,264	$ -	$ 806,736	4%		$ 515,081	-94%
EXPENDITURES										
Developer Reimbursement-Park Imp	$ 15,955	$ -	$ 15,955	$ -	$ -	$ 15,955			$ -	
Hike & Bike Master Plan	-	56,188	56,188	45,718	10,469	(0)	100%	1	-	
Cockrell Park Trail Connection	500,000	35,200	535,200	17,045	31,580	486,575	9%		9,270	84%
Hays Park	35,000	18,500	53,500	-	43,490	10,010	81%	1	6,000	-100%
Pecan Grove H&B Trail	30,000	-	30,000	-	-	30,000	0%		-	
Pecan Grove	85,000	-	85,000	-	-	85,000	0%		-	
Transfers Out	-	-	-	-	-	-			-	
Total Expenses	$ 665,955	$ 109,888	$ 775,843	$ 62,763	$ 85,539	$ 627,540	19%		$ 15,270	311%
REVENUE OVER (UNDER) EXPENDITURES	$ 174,045	$ (109,888)	$ 64,158	$ (29,500)					$ 499,811	
Beginning Fund Balance October 1			2,782,069	2,782,069					1,857,785	
Ending Fund Balance Current Month			$ 2,846,227	$ 2,752,569					$ 2,357,596	

Notes

1 Project funds have been encumbered.

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TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	$ 100,000	$ -	$ 100,000	$ 294,810	$ (194,810)	295%	1	$ 19,868	1384%
Wastewater Impact Fees	50,000	-	50,000	189,442	(139,442)	379%	1	11,852	1498%
East Thoroughfare Impact Fees	200,000	-	200,000	1,100,053	(900,053)	550%	1	84,210	1206%
Property Taxes - Town (Current)	387,624	-	387,624	386,349	1,275	100%		340,626	13%
Property Taxes - Town (Rollback)	-	-	-	28,840	(28,840)			-	
Property Taxes - County (Current)	110,960	-	110,960	92,846	18,114	84%		73,604	26%
Sales Taxes - Town	495,372	-	495,372	352,957	142,415	71%		295,282	20%
Sales Taxes - EDC	415,259	-	415,259	295,602	119,657	71%		247,299	20%
Investment Income	7,500	-	7,500	19,562	(12,062)	261%		7,418	164%
Transfer In	-	-	-	-	-			1,449	-100%
Total Revenue	$ 1,766,715	$ -	$ 1,766,715	$ 2,760,461	$ (993,746)	156%		$ 1,081,608	155%
EXPENDITURES									
Professional Services	$ -	$ -	$ -	$ -	$ -			-	
Developer Rebate	1,766,715	-	1,766,715	-	1,766,715	0%		1,178,927	
Transfers Out	-	-	-	-				-	
Total Expenses	$ 1,766,715	$ -	$ 1,766,715	$ -	$ 1,766,715	0%		$ 1,178,927	
REVENUE OVER (UNDER) EXPENDITURES			$ -	$ 2,760,461				$ (97,320)	
Beginning Fund Balance October 1			256,828	256,828				213,282	
Ending Fund Balance Current Month			$ 256,828	$ 3,017,289				$ 115,962	

Notes

1 Impact fees for Gates of Prosper Phase 2 shell buildings.

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TIRZ #2 - MATTHEWS SOUTHWEST

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
West Thoroughfare Impact Fees	$ 325,500	$ -	$ 325,500	$ -	$ 325,500	0%		$ -	
Property Taxes - Town (Current)	12,633	-	12,633	12,633	0	100%		15,053	-16%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	
Property Taxes - County (Current)	3,616	-	3,616	3,137	479	87%		3,738	-16%
Sales Taxes - Town	150	-	150	8	142	5%		9	-9%
Sales Taxes - EDC	150	-	150	8	142	5%		9	-9%
Investment Income	500	-	500	347	153	69%		388	-11%
Total Revenue	$ 342,549	$ -	$ 342,549	$ 16,133	$ 326,416	5%		$ 19,196	-16%
EXPENDITURES									
Professional Services	$ -	$ -	$ -	$ -	-			$ -	
Developer Rebate	342,549	-	342,549	-	342,549	0%		19,959	-100%
Transfers Out	-	-	-	-	-			-	
Total Expenditures	$ 342,549	$ -	$ 342,549	$ -	$ 342,549	0%		$ 19,959	-100%
REVENUE OVER (UNDER) EXPENDITURES			$ -	$ 16,133				$ (763)	
Beginning Fund Balance October 1			25,542	25,542				25,922	
Ending Fund Balance Current Month			$ 25,542	$ 41,675				$ 25,159	

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WATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES										
Impact Fees Water		$ 3,000,000	$ -	$ 3,000,000	$ 2,477,633					
Interest - Water		45,000	-	45,000	31,110					
Total Revenues		$ 3,045,000	$ -	$ 3,045,000	$ 2,508,743					
EXPENDITURES										
Developer Reimbursements										
Prosper Partners Developer Reimb	50,910	50,910	-	50,910	-	-	50,910		50,910	
Parks at Legacy Developer Reimb	150,000	150,000	-	150,000	321,962	-	(171,962)		(171,962)	Matching revenue to offset overage
Star Trail Developer Reimb	450,000	450,000	-	450,000	323,152	-	126,849		126,849	
TVG Windsong Developer Reimb	280,000	280,000	-	280,000	259,088	-	20,912		20,912	
Total Developer Reimbursements	$ 930,910	$ 930,910	$ -	$ 930,910	$ 904,202	$ -	$ 26,709	$ -	$ (24,202)	
Capital Expenditures										
County Line Elevated Storage	626,147	-	55,970	55,970	49,638	6,332	-	573,097	53,050	Construction 85% complete
24" Water Line County Line EST/DNT	1,004,850	-	139,307	139,307	72,731	66,576	-	809,548	195,302	Anticipate completion July 2020
Total Projects	$ 1,630,997	$ -	$ 195,278	$ 195,278	$ 122,370	$ 72,908	$ -	$ 1,382,645	$ 248,352	
Total Expenditures	$ 2,561,907	$ 930,910	$ 195,278	$ 1,126,188	$ 1,026,571	$ 72,908	$ 26,709	$ 1,382,645	$ 224,151	
REVENUE OVER (UNDER) EXPENDITURES				$ 1,918,812	$ 1,482,172					
Beginning Fund Balance October 1				1,509,936	1,509,936					
Ending Fund Balance Current Month				$ 3,428,748	$ 2,992,108					

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WASTEWATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES										
Impact Fees Wastewater		$ 850,000	$ -	$ 850,000	$ 853,126					
Interest - Wastewater		35,000	-	35,000	26,697					
Upper Trinity Equity Fee		200,000	-	200,000	196,500					
Total Revenues		$ 1,085,000	$ -	$ 1,085,000	$ 1,076,323					
EXPENDITURES										
Developer Reimbursements										
Developer Reimbursements	100,000	100,000	(100,000)	-	-	-	-		-	
LaCima #2 Interceptor	220,000	7,117	-	7,117	10,245	-	(3,128)	212,883	(3,128)	
TVG Westside Utility Developer Reimb	250,000	250,000	-	250,000	79,555	-	170,445		170,445	
Prosper Partners Utility Developer Reimb	75,000	75,000	-	75,000	106,528	-	(31,528)		(31,528)	Matching revenue to offset overage
Frontier Estates Developer Reimb	51,225	51,225	-	51,225	23,183	-	28,043		28,043	
LaCima Developer Reimb	50,000	50,000	-	50,000	9,030	-	40,970		40,970	
Brookhollow Developer Reimb	25,000	25,000	-	25,000	-	-	25,000		25,000	
Star Trail Developer Reimb	100,000	100,000	-	100,000	-	-	100,000		100,000	
TVG Windsong Developer Reimb	200,000	200,000	-	200,000	116,618	-	83,382		83,382	
All Storage Developer Reimb	15,000	15,000	-	15,000	-	-	15,000		15,000	
Legacy Garden Developer Reimb	-	-	100,000	100,000	8,879	-	91,121		91,121	
Total Developer Reimbursements	$ 1,086,225	$ 873,342	$ -	$ 873,342	$ 354,038	$ -	$ 519,305	$ 212,883	$ 519,305	
Capital Expenditures										
	-	-	-	-	-	-	-	-	-	
Total Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Expenditures	$ 1,086,225	$ 873,342	$ -	$ 873,342	$ 354,038	$ -	$ 519,305	$ 212,883	$ 519,305	
REVENUE OVER (UNDER) EXPENDITURES				$ 211,658	$ 722,286					
Beginning Fund Balance October 1				1,770,076	1,770,076					
Ending Fund Balance Current Month				$ 1,981,734	$ 2,492,362					

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THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES										
East Thoroughfare Impact Fees		$ 1,000,000	$ -	$ 1,000,000	$ 825,682					
East Thoroughfare Other Revenue		132,438	-	110,980	-					
West Thoroughfare Impact Fees		2,500,000	-	2,500,000	2,467,180					
West Thoroughfare Other Revenue		110,980	-	110,980	-					
Interest-East Thoroughfare Impact Fees		25,000	-	25,000	18,968					
Interest-West Thoroughfare Impact Fees		30,000	-	30,000	19,826					
Total Revenues		$ 3,798,418	$ -	$ 3,776,960	$ 3,331,655					
EXPENDITURES										
East										
Developer Reimbursement	-	300,000	(300,000)	-	-	-	-	-	-	
Developer Reimbursement - Tanners Mill	300,000	-	300,000	300,000	-	-	300,000	-	300,000	
FM2478 ROW (US380-FM1461)	148,832	69,168	(69,168)	-	-	-	-	148,832	-	TxDOT anticipates bidding project in September 2020
Coleman (Gorgeous - Prosper Trail)	250,000	250,000	-	250,000	-	-	250,000	-	250,000	
Prosper Trail (Coit-Custer)	810,000	-	39,997	39,997	39,997	-	-	570,003	200,000	Utility relocations are anticipated to be completed in July 2020
Coit Road (First-Frontier)	1,289,900	-	506,027	506,027	133,373	372,655	-	783,873	-	Design 90% complete; negotiations ongoing for ROW acquisition
Coit Road and US 380	35,000	35,000	-	35,000	-	-	35,000	-	35,000	
Traffic Signal - Coit & Richland	460,000	300,000	160,000	460,000	17,875	21,125	421,000	-	421,000	Design 60% complete
Transfer to Capital Project Fund - FM2478 ROW	-	-	69,168	69,168	69,168	-	-	-	-	Transfer for FM2478 ROW (US380-FM1461)
Total East	$ 3,293,732	$ 954,168	$ 706,025	$ 1,660,193	$ 260,413	$ 393,780	$ 1,006,000	$ 1,502,708	$ 1,206,000	
West										
Developer Reimbursements	-	750,000	(750,000)	-	-	-	-	-	-	
Parks at Legacy Developer Reimb	300,000	300,000	-	300,000	76,682	-	223,318	-	223,318	
TVG Developer Reimb	600,000	600,000	-	600,000	-	-	600,000	-	600,000	
Star Trail Developer Reimb	750,000	750,000	-	750,000	432,170	-	317,830	-	317,830	
Tellus Windsong Developer Reimb	750,000	-	750,000	750,000	476,796	-	273,204	-	273,204	
E-W Collector Cook Lane (First - End)	1,525,000	-	667,822	667,822	102,898	571,422	(6,498)	629,514	221,166	Phase I design 100% complete; Phase II construction 40% complete
Traffic Signal - Fishtrap & Teel	250,000	250,000	150,000	400,000	42,626	352,976	4,398	-	4,398	Bid awarded April 28th; Notice to proceed provided to contractor May 11th
Traffic Signal - Fishtrap & Gee	300,000	300,000	-	300,000	10,890	23,795	265,315	-	265,315	Staff reviewed 60% plans and comments have been returned to consultant
Traffic Signal - Fishtrap & Windsong	50,000	50,000	-	50,000	-	-	50,000	-	50,000	Traffic Signal Warrant Study revealed project is not warranted
Fishtrap (Elem - DNT)	-	100,000	(100,000)	-	-	-	-	-	-	Funds Transferred to CIP Fund
Teel - 380 Intersection Improvements	100,000	100,000	-	100,000	-	95,985	4,015	-	4,015	Design Underway
Transfer to Capital Project Fund - Fishtrap	100,000	-	100,000	100,000	100,000	-	-	-	-	Transfer for Fishtrap (Elem-DNT)
Total West	$ 4,725,000	$ 3,200,000	$ 817,822	$ 4,017,822	$ 1,242,061	$ 1,044,179	$ 1,731,582	$ 629,514	$ 1,959,246	
Total Expenditures	$ 8,018,732	$ 4,154,168	$ 1,523,847	$ 5,678,015	$ 1,502,474	$ 1,437,958	$ 2,737,582	$ 2,132,222	$ 3,165,246	
REVENUE OVER (UNDER) EXPENDITURES				$ (1,901,055)	$ 1,829,181					
Beginning Fund Balance October 1				2,291,042	2,291,042					
Ending Fund Balance Current Month				$ 389,987	$ 4,120,223					

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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	$ 9,019	$ -	$ 5,981	60%		$ 11,714	-23%
Fire Donation Revenue	13,200	-	13,200	8,945	-	4,255	68%		13,834	-35%
Child Safety Revenue	12,000	-	12,000	6,571	-	5,429	55%		6,607	-1%
Court Security Revenue	8,500	-	8,500	5,037	-	3,463	59%		6,093	-17%
Court Technology Revenue	10,000	-	10,000	5,672	-	4,328	57%		8,124	-30%
Interest Income	6,000	-	6,000	4,522	-	1,478	75%		4,570	-1%
Tree Mitigation	-	-	-	69,300	-	(69,300)			-	
Miscellaneous	-	-	-	12,074	-	(12,074)			5,706	112%
Transfer In	-	-	-	-	-	-			-	
Total Revenue	$ 64,700	$ -	$ 64,700	$ 121,140	$ -	$ (56,440)	187%		$ 56,648	114%
EXPENDITURES										
LEOSE Expenditure	$ -	$ -	$ -	$ -	$ -	$ -			$ 150	
Court Technology Expense	10,000	-	10,000	2,515	7,625	(140)	101%	1	11,873	-79%
Court Security Expense	10,112	-	10,112	1,141	-	8,971	11%		7,056	-84%
Police Donation Expense	60,416	-	60,416	50,174	11,431	(1,189)	102%	1	827	5967%
Fire Donation Expense	17,826	-	17,826	3,615	-	14,211	20%		4,277	-15%
Child Safety Expense	5,000	-	5,000	575	-	4,425	12%		3,781	-85%
Tree Mitigation Expense	50,000	-	50,000	-	-	50,000	0%		-	
Police Seizure Expense	1,646	8,817	10,463	-	8,817	1,646	84%	1	8,960	-100%
Total Expenses	$ 155,000	$ 8,817	$ 163,817	$ 58,020	$ 27,873	$ 77,924	35%		$ 36,924	57%
REVENUE OVER (UNDER) EXPENDITURES	$ (90,300)	$ (8,817)	$ (99,117)	$ 63,121					$ 19,724	
Beginning Fund Balance October 1			356,769	356,769					1,755,882	
Ending Fund Balance Current Month			$ 257,652	$ 419,890					$ 1,775,606	

Notes

1 Funds have been encumbered or spent for approved budgeted expenditures.

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CAPITAL PROJECTS FUND - GENERAL

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES										
Grants		$ -	$ -	$ -	$ -					
Bond Proceeds		12,390,000	-	12,390,000	-					
Interest		-	-	-	137,835					
Interest-2006 Bond		-	-	-	342					
Interest-2008 Bond		-	-	-	-					
Interest-2012 GO Bond		-	-	-	-					
Interest-2015 Bond		-	-	-	8,729					
Interest-2016 Bond		-	-	-	51					
Interest-2017 Bond		-	-	-	103					
Interest-2018 Bond		-	-	-	8,523					
Interest-2019 Bond		-	-	-	153,149					
Transfers In - General Fund		393,598	1,250,000	1,791,525	1,902,586	includes transfers from Escrow funds as well				
Transfers In - Impact Fee Funds		-	169,168	169,168	169,168					
Transfers In - Bond Funds		-	-	-	5,951,907					
Total Revenues		$ 12,783,598	$ 1,419,168	$ 14,350,693	$ 8,332,392					
EXPENDITURES										
Fishtrap Seg 1 (Teel-Mid Schl)	1,470,000	1,190,000	-	1,190,000	346,986	-	843,015	-	1,123,015	Construction 30% Complete
West Prosper Roads	16,185,618	3,404,618	82,032	3,486,650	1,374,207	191,577	1,920,867	12,127,945	2,491,890	Segment E design 95% complete - on hold; Resurfacing of existing roads to be considered at July 14th meeting
BNSF Quiet Zone First/Fifth	145,000	-	145,000	145,000	-	-	145,000	-	145,000	
Prosper Trail (Coit-Custer) 2 Lanes	6,000,000	4,750,000	1,372,000	6,122,000	105,053	16,947	6,000,000	-	5,878,000	Anticipate advertising in late May with a July council award date
Downtown Enhancements	2,736,769	-	20,040	20,040	1,040	6,000	13,000	2,714,785	14,944	Project complete
Prosper Trail (Kroger to Coit)	4,869,055	208,166	1,065,938	1,274,104	890,896	163,844	219,365	3,648,131	166,184	Contractor working on punch list
First St (DNT to Coleman)	2,786,567	-	118,546	118,546	-	118,546	-	1,109,701	1,558,320	Design 70% complete; PSA awarded at June 9th meeting
Old Town Streets	1,000,000	-	15,904	15,904	11,460	4,443	0	975,016	9,081	Project complete
Fishtrap (Elem-DNT) 4 Lanes	16,450,000	800,000	100,000	900,000	109,402	790,598	-	-	15,550,000	Design 30% complete; Geotech and environmental survey in progress
Fishtrap segment 2 PISD reimbursement	1,164,000	-	-	-	1,634	-	(1,634)	-	1,162,366	Construction 30% complete
First St (Coit-Custer) 4 Lanes	1,000,000	1,000,000	-	1,000,000	183,400	816,600	-	-	-	Design underway; Staff anticipates receiving 50% plans in August 2020
Coit Rd (First-Frontier) 4 Lanes	17,589,900	800,000	-	800,000	-	-	800,000	783,843	16,806,057	Design 90% complete; negotiations ongoing for ROW acquisition
Cook Lane (First-End)	2,100,000	2,100,000	-	2,100,000	11,589	1,116,209	972,202	-	972,202	Phase I design 100% complete; Phase II construction 40% complete
Victory Way (Coleman-Frontier)	2,500,000	-	2,318,812	2,318,812	77,224	2,036,174	205,414	181,438	205,164	Notice to proceed issued June 22nd; construction 0% complete
Fishtrap (Teel Intersection Improvements)	1,550,000	1,446,450	63,175	1,509,625	455,401	957,757	96,467	41,097	95,745	Construction 30% complete
Prosper Trail/DNT Intersection Improvements	1,688,000	1,600,000	4,805	1,604,805	95	4,805	1,599,905	83,195	1,599,905	Higher than expected bids resulted in need to rebid this summer
Fishtrap Section 1 & 4	778,900	-	202,500	202,500	173,934	28,566	(0)	151,889	424,511	Segment 1 - Construction 30% complete; Segment 4 - Design 90% complete
Coleman St (At Prosper HS)	90,000	90,000	-	90,000	-	-	90,000	-	90,000	Construction 98% complete
Eighth Street (Church-PISD)	246,517	5,759	5,759	5,759	3,657	(0)	2,102	240,759	2,102	Project complete
Field Street (First-Broadway)	140,060	1,547	1,547	1,547	1,557	-	(10)	138,513	(10)	Project complete
Acacia Parkway	1,022,782	124,780	-	124,780	50,955	-	73,825	898,002	73,826	Ongoing legal fees
Coleman (Gorgeous-Prosper Trail)	375,000	26,814	15,155	26,814	15,155	11,727	(69)	348,186	(69)	Project complete
Fifth Street (Coleman-Church)	268,047	116,665	2,512	116,665	7,191	2,512	106,962	258,344	(0)	Project complete
Third St (Main-Coleman)	76,363	116,665	5,714	116,665	-	-	116,665	70,649	5,714	Project complete
FM2478 (US380-FM1461)	371,605	-	243,373	243,373	68,832	-	174,541	-	302,773	TxDOT anticipates bidding project in September 2020
Total Street Projects	$ 82,604,183	$ 17,781,464	$ 5,782,813	$ 23,533,590	$ 3,889,668	$ 6,266,305	$ 13,377,616	$ 23,771,492	$ 48,676,717	
Traffic Signal - Coit/First	288,244	-	288,244	288,244	264,359	23,885	0	-	0	Construction 90% complete
US 380 Median Lighting	485,000	-	485,000	485,000	174,494	291,559	18,948	-	18,948	Construction: Spring 2020
Traffic Signal - Fishtrap/Teel	34,100	-	21,122	21,122	14,650	6,472	-	12,978	-	Awarded at April 28th council meeting; construction 0% complete
Total Traffic Projects	$ 807,344	$ -	$ 794,366	$ 794,366	$ 453,503	$ 321,915	$ 18,948	$ 12,978	$ 18,948	
HWY 289 Gateway Monument	474,752	-	166,112	166,112	165,112	2,678	(1,678)	291,392	15,570	Project Complete
Town Hall Open Space Enhancements	52,000	-	5,975	5,975	6,010	-	(35)	21,298	24,692	
US 380 Median Design (Green Ribbon)	809,250	-	6,000	6,000	875	5,475	(350)	53,250	749,650	Construction 10% complete
Whitley Place H&B Trail Extension	180,000	-	8,438	8,438	6,313	4,438	(2,313)	4,313	164,938	Project 85% designed
Whitley Place H&B Trail Extension (Pwr line Esmnt)	280,000	280,000	-	280,000	-	15,725	264,275	-	264,275	
Frontier Park Storage	147,927	-	147,927	147,927	10,723	3,077	134,127	-	134,127	
Pecan Grove Ph II	67,000	67,000	-	67,000	-	-	67,000	-	67,000	
Total Park Projects	$ 2,010,929	$ 347,000	$ 334,452	$ 681,452	$ 189,033	$ 31,393	$ 461,027	$ 370,253	$ 954,849	
Town Hall - FF&E	1,362,000	-	-	-	11,995	12,182	(24,177)	1,283,396	54,427	Art for Town Hall has been put on hold
Public Safety Complex, Phase 1	1,644,696	-	288,146	288,146	125,148	198,319	(35,320)	1,248,251	72,978	Construction 80% complete
Parks and Public Works Complex	3,450,000	-	-	-	5	-	(5)	2,291,751	1,158,244	Land purchased
Public Safety Complex, Phase 1-Dev Costs	550,000	-	550,000	550,000	52,078	-	497,922	-	497,922	Construction 80% complete
Public Safety Complex, Phase 1-Construction	12,645,804	-	10,391,849	10,391,849	9,232,013	1,159,835	0	2,253,955	0	Construction 80% complete
Public Safety Complex, Phase 1-FFE	1,165,000	-	1,165,000	1,165,000	246,953	359,611	558,436	-	558,436	Construction 80% complete
Fire Ladder Truck	1,649,651	-	1,210,007	1,210,007	1,218,918	4,392	(13,303)	416,648	9,693	Delivered
Total Facility Projects	$ 22,467,151	$ -	$ 13,605,002	$ 13,605,002	$ 10,887,110	$ 1,734,339	$ 983,553	$ 7,494,001	$ 2,351,701	
Transfer Out	-	-	-	-	47,737	-	-	1,698,003	-	
Total Expenditures	$ 107,889,607	$ 18,128,464	$ 20,516,633	$ 38,614,409	$ 15,467,052	$ 8,353,952	$ 14,841,143	$ 33,346,726	$ 52,002,215	
REVENUE OVER (UNDER) EXPENDITURES				$ (24,263,716)	$ (7,134,660)					
Beginning Fund Balance October 1				30,374,056	30,374,056					
Ending Fund Balance Current Month				$ 6,110,340	$ 23,239,396					

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2020

CAPITAL PROJECTS FUND-WATER/SEWER

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES										
Interest Income		$ -	$ -	$ -	$ 89,082					
Interest-2016 CO Bond		-	-	-	2,486					
Interest-2017 CO Bond		-	-	-	2,580					
Interest-2018 CO Bond		-	-	-	26,412					
Interest-2019 CO Bond		-	-	-	23,423					
Bond Proceeds		-	-	-	-					
Transfers In - Impact Fees		-	-	-	-					
Transfers In		-	-	3,051,275	3,051,275					
Transfers In-Bond Funds		-	-	-	5,262,413					
Total Revenues		$ -	$ -	$ 3,051,275	$ 8,457,672					
EXPENDITURES										
Lower Pressure Plane Pump Station Design	1,585,100	-	1,434,400	1,434,400	577,953	856,447	-	138,416	12,284	Design 50% complete
Fishtrap EST (South)	6,433,700	-	4,673,862	4,673,862	2,432,821	282,975	1,958,067	1,478,296	2,239,609	Construction 85% complete
Water Supply Line Phase 1	13,179,550	-	4,806,793	4,806,793	3,192,919	1,164,712	449,162	8,821,919	0	Anticipate completion July 2020
Custer Rd Meter Station/Water Line Relocation	2,791,600	-	2,713,367	2,713,367	140,242	71,850	2,501,275	78,233	2,501,275	Award anticipated at July 28th meeting.
Church/Parvin WW Reconstruction	100,000	100,000	-	100,000	-	-	100,000	-	100,000	
E-W Collector (Cook-DNT)	695,775	-	411,000	411,000	56,781	28,823	325,396	290,775	319,396	Est completion Fall 2020
Broadway (Parvin-Craig)	150,000	-	150,000	150,000	-	-	150,000	-	150,000	
Fifth Street Water line	200,000	-	6,830	6,830	7,540	-	(710)	185,370	7,090	Project complete
Total Water & Wastewater Projects	$ 25,135,725	$ 100,000	$ 14,196,252	$ 14,296,252	$ 6,408,255	$ 2,404,808	$ 5,483,190	$ 10,993,008	$ 5,329,654	
Old Town Drainage	500,000	427,564	9,800	437,364	4,750	9,800	422,814	62,636	422,814	Awarded at June 9th council meeting
Old Town Drainage Broadway Design & Construction	647,765	479,365	21,400	500,765	6,150	15,250	479,365	114,600	511,765	Awarded at June 9th council meeting
Total Drainage Projects	$ 1,147,765	$ 906,929	$ 31,200	$ 938,129	$ 10,900	$ 25,050	$ 902,179	$ 177,236	$ 934,579	
Transfer out					-					
Total Expenses	$ 26,283,490	$ 1,006,929	$ 14,227,452	$ 15,234,381	$ 6,419,155	$ 2,429,858	$ 6,385,369	$ 11,170,244	$ 6,264,233	
				$ (12,183,106)	$ 2,038,517					
Beginning Working Capital October 1				24,986,719	24,986,719					
Ending Working Capital Current Month				$ 12,803,613	$ 27,025,236					

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-4035-10-00	3% Construction Fee	(400,000.00)		(400,000.00)	(514,162.44)	(1,727.34)		128.541	114,162.44
100-4061-10-00	Notary Fees	(200.00)		(200.00)	(93.00)	(20.00)		46.5	(107.00)
	Subtotal object - 04	(400,200.00)		(400,200.00)	(514,255.44)	(1,747.34)		128.5	114,055.44
100-4105-10-00	Property Taxes -Delinquent	(140,000.00)		(140,000.00)	(366,707.33)	(1,352.99)		261.934	226,707.33
100-4110-10-00	Property Taxes -Current	(16,355,933.00)		(16,355,933.00)	(16,319,752.43)	(49,924.25)		99.779	(36,180.57)
100-4111-10-00	VIT Motor Vehicle Tax	(10,000.00)		(10,000.00)	(9,305.10)			93.051	(694.90)
100-4115-10-00	Taxes -Penalties	(75,000.00)		(75,000.00)	(106,999.86)	(4,860.86)		142.666	31,999.86
100-4120-10-00	Sales Taxes	(5,011,936.00)		(5,011,936.00)	(3,713,018.90)	(533,041.70)		74.084	(1,298,917.10)
100-4130-10-00	Sales Tax-Mixed Beverage	(65,597.00)		(65,597.00)	(41,107.66)			62.667	(24,489.34)
100-4140-10-00	Franchise Taxes - Electric	(930,800.00)		(930,800.00)	(350,747.52)	(122,743.80)		37.682	(580,052.48)
100-4150-10-00	Franchise Taxes - Telephone	(149,297.00)		(149,297.00)	(52,287.10)	(11,156.42)		35.022	(97,009.90)
100-4160-10-00	Franchise Taxes - Gas	(207,500.00)		(207,500.00)	(163,098.41)			78.602	(44,401.59)
100-4170-10-00	Franchise Taxes - Road Usage	(50,502.00)		(50,502.00)	(75,831.17)	(27,704.88)		150.155	25,329.17
100-4185-10-00	Franchise Fee - W/S Fund	(339,271.00)		(339,271.00)	(226,180.64)	(28,272.58)		66.667	(113,090.36)
100-4190-10-00	Franchise Fee-Cable	(54,005.00)		(54,005.00)	(30,191.97)	(15,277.60)		55.906	(23,813.03)
	Subtotal object - 04	(23,389,841.00)		(23,389,841.00)	(21,455,228.09)	(794,335.08)		91.729	(1,934,612.91)
100-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(85.00)	(10.00)		56.667	(65.00)
100-4203-10-00	New Cingular Tower Lease	(24,000.00)		(24,000.00)	(16,109.67)	(2,050.00)		67.124	(7,890.33)
100-4218-10-00	Administrative Fees-EDC	(15,000.00)		(15,000.00)	(10,000.00)	(1,250.00)		66.667	(5,000.00)
100-4230-10-00	Other Permits	(1,555.00)		(1,555.00)	(2,525.00)			162.379	970.00
	Subtotal object - 04	(40,705.00)		(40,705.00)	(28,719.67)	(3,310.00)		70.556	(11,985.33)
100-4610-10-00	Interest Income	(300,249.00)		(300,249.00)	(169,021.72)	26,921.18		56.294	(131,227.28)
	Subtotal object - 04	(300,249.00)		(300,249.00)	(169,021.72)	26,921.18		56.294	(131,227.28)
100-4910-10-00	Other Revenue	(15,000.00)		(15,000.00)	(15,160.36)			101.069	160.36
100-4995-10-00	Transfer In/Out	(989,087.00)		(989,087.00)	(659,391.28)	(82,423.91)		66.667	(329,695.72)
	Subtotal object - 04	(1,004,087.00)		(1,004,087.00)	(674,551.64)	(82,423.91)		67.181	(329,535.36)
Program number:	DEFAULT PROGRAM	(25,135,082.00)		(25,135,082.00)	(22,841,776.56)	(854,895.15)		90.876	(2,293,305.44)
100-4410-10-07	Court Fines	(474,163.00)		(474,163.00)	(221,980.64)	(11,420.20)		46.815	(252,182.36)
100-4425-10-07	Time Payment Fee Reimb				(225.00)	(225.00)		0	225.00
	Subtotal object - 04	(474,163.00)		(474,163.00)	(222,205.64)	(11,645.20)		46.863	(251,957.36)
Program number: 7	MUNICIPAL COURT	(474,163.00)		(474,163.00)	(222,205.64)	(11,645.20)		46.863	(251,957.36)
100-4510-10-99-2019-EM	Grants - COVID-19				(1,098,850.23)	(1,098,850.23)		0	1,098,850.23
	Subtotal object - 04				(1,098,850.23)	(1,098,850.23)		0	1,098,850.23
100-4930-10-99	Insurance Proceeds	(40,000.00)		(40,000.00)	(69,325.30)			173.313	29,325.30
	Subtotal object - 04	(40,000.00)		(40,000.00)	(69,325.30)			173.313	29,325.30
Program number: 99	NON-DEPARTMENTAL	(40,000.00)		(40,000.00)	(1,168,175.53)	(1,098,850.23)			1,128,175.53
Department number: 10	ADMINISTRATION	(25,649,245.00)		(25,649,245.00)	(24,232,157.73)	(1,965,390.58)		94.475	(1,417,087.27)
100-4030-20-01	Miscellaneous				8.00			0	(8.00)
	Subtotal object - 04				8.00			0	(8.00)
100-4230-20-01	Other Permits	(2,025.00)		(2,025.00)	(100.00)			4.938	(1,925.00)
	Subtotal object - 04	(2,025.00)		(2,025.00)	(100.00)			4.938	(1,925.00)
100-4440-20-01	Accident Reports	(1,236.00)		(1,236.00)	(960.00)	(99.00)		77.67	(276.00)
100-4450-20-01	Alarm Fee	(52,982.00)		(52,982.00)	(42,717.00)	(6,576.00)		80.625	(10,265.00)
	Subtotal object - 04	(54,218.00)		(54,218.00)	(43,677.00)	(6,675.00)		80.558	(10,541.00)
100-4510-20-01	Grants	(12,000.00)	(32,000.00)	(44,000.00)	(24,315.55)			55.263	(19,684.45)
	Subtotal object - 04	(12,000.00)	(32,000.00)	(44,000.00)	(24,315.55)			55.263	(19,684.45)
100-4910-20-01	Other Revenue	(5,000.00)		(5,000.00)	(4,355.00)	(945.00)		87.1	(645.00)
	Subtotal object - 04	(5,000.00)		(5,000.00)	(4,355.00)	(945.00)		87.1	(645.00)
Program number: 1	OPERATIONS	(73,243.00)	(32,000.00)	(105,243.00)	(72,439.55)	(7,620.00)		68.831	(32,803.45)
Department number: 20	POLICE	(73,243.00)	(32,000.00)	(105,243.00)	(72,439.55)	(7,620.00)		68.831	(32,803.45)
100-4310-30-01	Charges for Services	(404,247.00)		(404,247.00)	(305,471.16)	(25,357.06)		75.565	(98,775.84)
	Subtotal object - 04	(404,247.00)		(404,247.00)	(305,471.16)	(25,357.06)		75.565	(98,775.84)
100-4411-30-01	CC Fire Assoc	(500.00)		(500.00)	(2,249.43)			449.886	1,749.43

	Subtotal object - 04	(500.00)		(500.00)	(2,249.43)		449.886	1,749.43
100-4510-30-01	Grants	(40,000.00)	(372,672.00)	(412,672.00)	(14,199.39)		3.441	(398,472.61)
100-4510-30-01-2019-EM	Grants - COVID-19				(6,492.55)		0	6,492.55
	Subtotal object - 04	(40,000.00)	(372,672.00)	(412,672.00)	(20,691.94)		5.014	(391,980.06)
100-4910-30-01	Other Revenue	(750.00)		(750.00)			0	(750.00)
	Subtotal object - 04	(750.00)		(750.00)			0	(750.00)
Program number: 1	OPERATIONS	(445,497.00)	(372,672.00)	(818,169.00)	(328,412.53)	(25,357.06)	40.14	(489,756.47)
100-4315-30-05	Fire Review/Inspect Fees	(100,000.00)		(100,000.00)	(95,550.00)	(11,375.00)	95.55	(4,450.00)
	Subtotal object - 04	(100,000.00)		(100,000.00)	(95,550.00)	(11,375.00)	95.55	(4,450.00)
Program number: 5	MARSHAL	(100,000.00)		(100,000.00)	(95,550.00)	(11,375.00)	95.55	(4,450.00)
Department number: 30	FIRE	(545,497.00)	(372,672.00)	(918,169.00)	(423,962.53)	(36,732.06)	46.175	(494,206.47)
100-4017-40-01	Contractor Registration Fee	(90,000.00)		(90,000.00)	(59,100.00)	(6,000.00)	65.667	(30,900.00)
100-4060-40-01	NSF Fees				(175.00)		0	175.00
	Subtotal object - 04	(90,000.00)		(90,000.00)	(59,275.00)	(6,000.00)	65.861	(30,725.00)
100-4210-40-01	Building Permits	(3,215,472.00)		(3,215,472.00)	(2,449,997.73)	(292,713.12)	76.194	(765,474.27)
100-4230-40-01	Other Permits	(200,000.00)		(200,000.00)	(144,967.18)	(20,376.00)	72.484	(55,032.82)
100-4240-40-01	Plumb/Elect/Mech Permits	(45,000.00)		(45,000.00)	(28,770.00)	(3,426.00)	63.933	(16,230.00)
100-4242-40-01	Re-inspection Fees	(60,000.00)		(60,000.00)	(61,300.00)	(8,500.00)	102.167	1,300.00
	Subtotal object - 04	(3,520,472.00)		(3,520,472.00)	(2,685,034.91)	(325,015.12)	76.269	(835,437.09)
100-4910-40-01	Other Revenue	(15,000.00)		(15,000.00)	(21,375.39)	(4,022.01)	142.503	6,375.39
	Subtotal object - 04	(15,000.00)		(15,000.00)	(21,375.39)	(4,022.01)	142.503	6,375.39
Program number: 1	INSPECTIONS	(3,625,472.00)		(3,625,472.00)	(2,765,685.30)	(335,037.13)	76.285	(859,786.70)
100-4060-40-02	NSF FEES				(25.00)	(25.00)	0	25.00
	Subtotal object - 04				(25.00)	(25.00)	0	25.00
100-4211-40-02	Multi-Family Registration	(10,000.00)		(10,000.00)	(9,480.00)	(3,000.00)	94.8	(520.00)
100-4245-40-02	Health Inspections	(57,083.00)		(57,083.00)	(32,500.00)	(1,875.00)	56.935	(24,583.00)
	Subtotal object - 04	(67,083.00)		(67,083.00)	(41,980.00)	(4,875.00)	62.579	(25,103.00)
100-4910-40-02	Other Revenue	(500.00)		(500.00)			0	(500.00)
	Subtotal object - 04	(500.00)		(500.00)			0	(500.00)
Program number: 2	CODE COMPLIANCE	(67,583.00)		(67,583.00)	(42,005.00)	(4,900.00)	62.153	(25,578.00)
100-4220-40-03	Zoning Application Fees	(15,000.00)		(15,000.00)	(35,809.50)	(2,540.00)	238.73	20,809.50
100-4225-40-03	Development Application Fees	(50,000.00)		(50,000.00)	(56,810.00)	(8,225.00)	113.62	6,810.00
	Subtotal object - 04	(65,000.00)		(65,000.00)	(92,619.50)	(10,765.00)	142.492	27,619.50
100-4910-40-03	Other Revenue	(6,000.00)		(6,000.00)	(1,841.50)	2,300.00	30.692	(4,158.50)
	Subtotal object - 04	(6,000.00)		(6,000.00)	(1,841.50)	2,300.00	30.692	(4,158.50)
Program number: 3	PLANNING	(71,000.00)		(71,000.00)	(94,461.00)	(8,465.00)	133.044	23,461.00
Department number: 40	DEVELOPMENT SERVICES	(3,764,055.00)		(3,764,055.00)	(2,902,151.30)	(348,402.13)	77.102	(861,903.70)
100-4910-50-01	Other Revenue	(15,000.00)		(15,000.00)	(12,060.00)	(540.00)	80.4	(2,940.00)
	Subtotal object - 04	(15,000.00)		(15,000.00)	(12,060.00)	(540.00)	80.4	(2,940.00)
Program number: 1	STREETS	(15,000.00)		(15,000.00)	(12,060.00)	(540.00)	80.4	(2,940.00)
Department number: 50	PUBLIC WORKS	(15,000.00)		(15,000.00)	(12,060.00)	(540.00)	80.4	(2,940.00)
100-4056-60-00	Field Rental Fees	(124,880.00)		(124,880.00)	(39,205.00)		31.394	(85,675.00)
100-4057-60-00	Pavilion User Fees	(3,400.00)		(3,400.00)	(540.00)	220.00	15.882	(2,860.00)
100-4058-60-00	Park Program Fees	(96,000.00)		(96,000.00)	(27,339.20)	(6,074.80)	28.478	(68,660.80)
	Subtotal object - 04	(224,280.00)		(224,280.00)	(67,084.20)	(5,854.80)	29.911	(157,195.80)
100-4721-60-00	Prosper Christmas Donations	(21,000.00)		(21,000.00)	(12,280.00)		58.476	(8,720.00)
100-4725-60-00	Fishing Derby Sponsorships				(500.00)		0	500.00
	Subtotal object - 04	(21,000.00)		(21,000.00)	(12,780.00)		60.857	(8,220.00)
100-4910-60-00	Other Revenue	(10,000.00)	(15,000.00)	(25,000.00)	(17,600.00)	(2,600.00)	70.4	(7,400.00)
	Subtotal object - 04	(10,000.00)	(15,000.00)	(25,000.00)	(17,600.00)	(2,600.00)	70.4	(7,400.00)
Program number:	DEFAULT PROGRAM	(255,280.00)	(15,000.00)	(270,280.00)	(97,464.20)	(8,454.80)	36.06	(172,815.80)
100-4063-60-05	Lost Fees	(1,000.00)		(1,000.00)	(880.49)	(20.99)	88.049	(119.51)
100-4064-60-05	Printing/Copying Fees	(400.00)		(400.00)	(597.92)		149.48	197.92
100-4065-60-05	Book Fines	(100.00)		(100.00)			0	(100.00)
100-4066-60-05	Library Card Fees	(7,000.00)		(7,000.00)	(3,650.00)		52.143	(3,350.00)
	Subtotal object - 04	(8,500.00)		(8,500.00)	(5,128.41)	(20.99)	60.334	(3,371.59)

100-4510-60-05	Grants	(2,000.00)		(2,000.00)				0	(2,000.00)
	Subtotal object - 04	(2,000.00)		(2,000.00)				0	(2,000.00)
Program number: 5	LIBRARY	(10,500.00)		(10,500.00)	(5,128.41)	(20.99)		48.842	(5,371.59)
Department number: 60	COMMUNITY SERVICES	(265,780.00)	(15,000.00)	(280,780.00)	(102,592.61)	(8,475.79)		36.538	(178,187.39)
100-4312-98-01	Engineering Plan Review Fee				(1,650.00)	(150.00)		0	1,650.00
	Subtotal object - 04				(1,650.00)	(150.00)		0	1,650.00
Program number: 1	ENGINEERING				(1,650.00)	(150.00)		0	1,650.00
Department number: 98	ENGINEERING				(1,650.00)	(150.00)		0	1,650.00
	Revenue Subtotal - - - - - -	(30,312,820.00)	(419,672.00)	(30,732,492.00)	(27,747,013.72)	(2,367,310.56)		90.286	(2,985,478.28)
100-5110-10-01	Salaries & Wages	165,153.00		165,153.00	107,723.78	12,936.80		65.227	57,429.22
100-5140-10-01	Salaries - Longevity Pay	105.00		105.00	100.00			95.238	5.00
100-5143-10-01	Cell Phone Allowance	1,020.00		1,020.00	680.00	85.00		66.667	340.00
100-5145-10-01	Social Security Expense	10,310.00		10,310.00	5,139.60	754.40		49.851	5,170.40
100-5150-10-01	Medicare Expense	2,412.00		2,412.00	1,477.85	176.43		61.271	934.15
100-5155-10-01	SUTA Expense	162.00		162.00	144.00			88.889	18.00
100-5160-10-01	Health Insurance	16,441.00		16,441.00	9,523.96	968.42		57.928	6,917.04
100-5165-10-01	Dental Insurance	467.00		467.00	291.30	36.06		62.377	175.70
100-5170-10-01	Life Insurance/AD&D	113.00		113.00	138.08	17.26		122.195	(25.08)
100-5175-10-01	Liability (TML)/Workers' Comp	316.00		316.00	262.11	35.06		82.946	53.89
100-5180-10-01	TMRS Expense	22,531.00		22,531.00	14,657.26	1,758.41		65.054	7,873.74
100-5185-10-01	Long/Short Term Disability	314.00		314.00	192.89	24.58		61.43	121.11
100-5186-10-01	WELLE-Wellness Prog Reimb Empl	600.00		600.00	400.00	50.00		66.667	200.00
100-5191-10-01	Hiring Cost				92.28			0	(92.28)
	Subtotal object - 05	219,944.00		219,944.00	140,823.11	16,842.42		64.027	79,120.89
100-5210-10-01	Office Supplies				19.19			0	(19.19)
100-5230-10-01	Dues,Fees,& Subscriptions	7,150.00		7,150.00	3,832.93	64.99		53.607	3,317.07
100-5240-10-01	Postage and Delivery	50.00		50.00	2.40			4.8	47.60
100-5250-10-01	Publications	200.00		200.00				0	200.00
100-5280-10-01	Printing and Reproduction	150.00		150.00				0	150.00
100-5290-10-01	Other Charges and Services	100.00		100.00	1,140.19				(1,040.19)
	Subtotal object - 05	7,650.00		7,650.00	4,994.71	64.99		65.29	2,655.29
100-5330-10-01	Copier Expense	1,400.00		1,400.00	370.20			26.443	1,029.80
	Subtotal object - 05	1,400.00		1,400.00	370.20			26.443	1,029.80
100-5410-10-01	Professional Services	311,580.00	12,180.00	323,760.00	200,008.46	43,858.50	124,745.98	61.777	(994.44)
100-5430-10-01	Legal Fees	62,725.00		62,725.00	94,222.57	11,720.41		150.215	(31,497.57)
100-5430-10-01-2019-EM	Legal Fees - COVID-19				4,712.00	4,712.00		0	(4,712.00)
100-5480-10-01	Contracted Services	360.00	14,000.00	14,360.00	14,000.00		14,000.00	97.493	(13,640.00)
	Subtotal object - 05	374,665.00	26,180.00	400,845.00	312,943.03	60,290.91	138,745.98	78.071	(50,844.01)
100-5530-10-01	Travel	5,200.00		5,200.00	1,092.32			21.006	4,107.68
100-5533-10-01	Mileage Expense	200.00		200.00	36.57			18.285	163.43
100-5536-10-01	Training/Seminars	1,450.00		1,450.00	770.00			53.103	680.00
	Subtotal object - 05	6,850.00		6,850.00	1,898.89			27.721	4,951.11
100-7145-10-01	Transfer to VERF	132.00		132.00	88.00	11.00		66.667	44.00
	Subtotal object - 07	132.00		132.00	88.00	11.00		66.667	44.00
Program number: 1	TOWN MANAGER	610,641.00	26,180.00	636,821.00	461,117.94	77,209.32	138,745.98	72.409	36,957.08
100-5110-10-02	Salaries & Wages	246,695.00	15,812.36	262,507.36	179,448.71	23,728.40		68.359	83,058.65
100-5115-10-02	Salaries - Overtime	2,000.00		2,000.00	485.62			24.281	1,514.38
100-5140-10-02	Salaries - Longevity Pay	625.00		625.00	790.00			126.4	(165.00)
100-5143-10-02	Cell Phone Allowance	1,020.00		1,020.00	680.00	85.00		66.667	340.00
100-5145-10-02	Social Security Expense	15,522.00		15,522.00	10,853.52	1,425.39		69.923	4,668.48
100-5150-10-02	Medicare Expense	3,630.00		3,630.00	2,538.34	333.36		69.927	1,091.66
100-5155-10-02	SUTA Expense	648.00		648.00	576.00			88.889	72.00
100-5160-10-02	Health Insurance	30,395.00		30,395.00	20,716.72	2,120.84		68.158	9,678.28
100-5165-10-02	Dental Insurance	1,284.00		1,284.00	873.44	109.18		68.025	410.56
100-5170-10-02	Life Insurance/AD&D	401.00		401.00	321.12	40.14		80.08	79.88
100-5175-10-02	Liability (TML)/Workers' Comp	472.00		472.00	441.84	64.44		93.61	30.16

100-5180-10-02	TMRS Expense	33,921.00		33,921.00	24,606.56	3,231.68		72.541	9,314.44
100-5185-10-02	Long/Short Term Disability	469.00		469.00	320.81	44.74		68.403	148.19
100-5186-10-02	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	963.28	139.16		80.273	236.72
100-5193-10-02	Records Retention	1,500.00	700.00	2,200.00	410.47			18.658	1,789.53
	Subtotal object - 05	339,782.00	16,512.36	356,294.36	244,026.43	31,322.33		68.49	112,267.93
100-5210-10-02	Office Supplies	2,500.00	(1,000.00)	1,500.00	1,029.87	15.63		68.658	470.13
100-5220-10-02	Office Equipment	1,500.00	(900.00)	600.00	624.86			104.143	(24.86)
100-5230-10-02	Dues,Fees,& Subscriptions	2,050.00	300.00	2,350.00	1,025.50			43.638	1,324.50
100-5240-10-02	Postage and Delivery	200.00		200.00	118.60	27.20		59.3	81.40
100-5280-10-02	Printing and Reproduction	500.00	(300.00)	200.00	154.65			77.325	45.35
	Subtotal object - 05	6,750.00	(1,900.00)	4,850.00	2,953.48	42.83		60.896	1,896.52
100-5310-10-02	Rental Expense	8,300.00	700.00	9,000.00	5,627.16	1,423.40		62.524	3,372.84
100-5330-10-02	Copier Expense	1,800.00		1,800.00	368.13			20.452	1,431.87
	Subtotal object - 05	10,100.00	700.00	10,800.00	5,995.29	1,423.40		55.512	4,804.71
100-5400-10-02	Uniform Expense				298.95			0	(298.95)
100-5410-10-02	Professional Services	13,000.00	(8,000.00)	5,000.00	975.00	525.00		19.5	4,025.00
100-5410-10-02-2019-EM	Professional Services-COVID-19				1,125.00	1,125.00		0	(1,125.00)
100-5419-10-02	IT Licenses	5,800.00	(1,800.00)	4,000.00	4,000.00			100	
100-5430-10-02	Legal Fees	31,500.00	40,500.00	72,000.00	40,143.78	(5,046.00)		55.755	31,856.22
100-5430-10-02-2019-EM	Legal Fees - COVID-19				12,311.00	12,311.00		0	(12,311.00)
100-5435-10-02	Legal Notices/Filings	8,800.00	(2,100.00)	6,700.00	2,850.00	110.00		42.537	3,850.00
100-5460-10-02	Election Expense	12,000.00	(11,500.00)	500.00	484.98			96.996	15.02
100-5480-10-02	Contracted Services	27,400.00	1,980.44	29,380.44	23,369.01		6,008.84	79.539	2.59
	Subtotal object - 05	98,500.00	19,080.44	117,580.44	85,557.72	9,025.00	6,008.84	72.765	26,013.88
100-5520-10-02	Telephones	870.00		870.00	277.77	60.30		31.928	592.23
100-5526-10-02	Data Network	460.00		460.00	227.94			49.552	232.06
100-5530-10-02	Travel	8,600.00	(3,400.00)	5,200.00	1,935.37			37.219	3,264.63
100-5533-10-02	Mileage Expense	700.00		700.00	105.55			15.079	594.45
100-5536-10-02	Training/Seminars	2,600.00	(500.00)	2,100.00	905.81	210.81		43.134	1,194.19
100-5538-10-02	Council/Public Official Expnse	34,000.00		34,000.00	16,782.74	67.28		49.361	17,217.26
	Subtotal object - 05	47,230.00	(3,900.00)	43,330.00	20,235.18	338.39		46.7	23,094.82
100-5600-10-02	Special Events	10,861.00	(7,300.00)	3,561.00	1,485.74	1,000.00		41.723	2,075.26
	Subtotal object - 05	10,861.00	(7,300.00)	3,561.00	1,485.74	1,000.00		41.723	2,075.26
Program number: 2	TOWN SECRETARY	513,223.00	23,192.80	536,415.80	360,253.84	43,151.95	6,008.84	67.159	170,153.12
100-5110-10-03	Salaries & Wages	574,032.00	7,790.54	581,822.54	341,108.05	40,153.24		58.628	240,714.49
100-5115-10-03	Salaries - Overtime				619.03			0	(619.03)
100-5126-10-03	Salaries-Vacation Buy-Out	3,000.00		3,000.00	5,422.40	3,589.76		180.747	(2,422.40)
100-5140-10-03	Salaries - Longevity Pay	1,470.00		1,470.00	1,320.00			89.796	150.00
100-5143-10-03	Cell Phone Allowance	2,040.00		2,040.00	1,575.00	290.00		77.206	465.00
100-5145-10-03	Social Security Expense	35,994.00		35,994.00	19,195.17	2,512.14		53.329	16,798.83
100-5150-10-03	Medicare Expense	8,418.00		8,418.00	4,689.44	587.52		55.707	3,728.56
100-5155-10-03	SUTA Expense	1,134.00		1,134.00	1,016.80	48.59		89.665	117.20
100-5160-10-03	Health Insurance	68,688.00		68,688.00	40,123.78	4,700.72		58.415	28,564.22
100-5165-10-03	Dental Insurance	2,678.00		2,678.00	1,595.86	219.26		59.591	1,082.14
100-5170-10-03	Life Insurance/AD&D	777.00		777.00	458.98	57.80		59.071	318.02
100-5175-10-03	Liability (TML)/Workers' Comp	1,104.00		1,104.00	827.53	118.37		74.957	276.47
100-5180-10-03	TMRS Expense	78,664.00		78,664.00	47,318.65	5,936.33		60.153	31,345.35
100-5185-10-03	Long/Short Term Disability	1,091.00		1,091.00	566.54	76.30		51.929	524.46
100-5186-10-03	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	900.00	100.00		37.5	1,500.00
	Subtotal object - 05	781,490.00	7,790.54	789,280.54	466,737.23	58,390.03		59.135	322,543.31
100-5210-10-03	Office Supplies	4,750.00		4,750.00	2,398.13	314.10		50.487	2,351.87
100-5220-10-03	Office Equipment	1,100.00		1,100.00	1,733.71			157.61	(633.71)
100-5230-10-03	Dues,Fees,& Subscriptions	8,398.00		8,398.00	5,927.02	1,904.49		70.577	2,470.98
100-5240-10-03	Postage and Delivery	2,250.00		2,250.00	1,234.28	160.88		54.857	1,015.72
100-5280-10-03	Printing and Reproduction	9,350.00		9,350.00	1,225.00			13.102	8,125.00
100-5290-10-03	Other Charges and Services	900.00		900.00	712.53			79.17	187.47

	Subtotal object - 05	26,748.00		26,748.00	13,230.67	2,379.47		49.464	13,517.33
100-5330-10-03	Copier Expense	1,500.00		1,500.00	809.39			53.959	690.61
	Subtotal object - 05	1,500.00		1,500.00	809.39			53.959	690.61
100-5400-10-03	Uniform Expense	495.00		495.00	448.48			90.602	46.52
100-5410-10-03	Professional Services	4,000.00		4,000.00	2,061.65			51.541	1,938.35
100-5412-10-03	Audit Fees	47,500.00		47,500.00	45,125.00			95	2,375.00
100-5414-10-03	Appraisal/Tax Fees	173,300.00		173,300.00	126,789.05	34,462.25	46,363.55	73.162	147.40
100-5418-10-03	IT Fees	52,479.00		52,479.00	42,539.69	1,963.50		81.06	9,939.31
100-5419-10-03	IT Licenses	10,000.00		10,000.00	9,000.00			90	1,000.00
100-5430-10-03	Legal Fees	8,000.00		8,000.00	3,595.70	513.00		44.946	4,404.30
100-5435-10-03	Legal Notices/Filings	200.00		200.00	70.00			35	130.00
	Subtotal object - 05	295,974.00		295,974.00	229,629.57	36,938.75	46,363.55	77.584	19,980.88
100-5530-10-03	Travel	12,580.00		12,580.00	1,639.47			13.032	10,940.53
100-5533-10-03	Mileage Expense	3,360.00		3,360.00	304.44			9.061	3,055.56
100-5536-10-03	Training/Seminars	9,829.00		9,829.00	2,997.61			30.498	6,831.39
	Subtotal object - 05	25,769.00		25,769.00	4,941.52			19.176	20,827.48
Program number: 3	FINANCE	1,131,481.00	7,790.54	1,139,271.54	715,348.38	97,708.25	46,363.55	62.79	377,559.61
100-5110-10-04	Salaries & Wages	285,456.00	15,837.53	301,293.53	182,208.83	17,854.70		60.476	119,084.70
100-5140-10-04	Salaries - Longevity Pay	445.00		445.00	435.00			97.753	10.00
100-5143-10-04	Cell Phone Allowance	1,020.00		1,020.00	425.00	85.00		41.667	595.00
100-5145-10-04	Social Security Expense	17,790.00		17,790.00	11,196.60	1,067.99		62.938	6,593.40
100-5150-10-04	Medicare Expense	4,161.00		4,161.00	2,619.85	249.77		62.962	1,541.15
100-5155-10-04	SUTA Expense	810.00		810.00	669.85	41.35		82.698	140.15
100-5160-10-04	Health Insurance	13,955.00		13,955.00	11,611.04	1,325.30		83.203	2,343.96
100-5165-10-04	Dental Insurance	857.00		857.00	580.60	76.22		67.748	276.40
100-5170-10-04	Life Insurance/AD&D	308.00		308.00	253.02	10.88		82.149	54.98
100-5175-10-04	Liability (TML)/Workers' Comp	546.00		546.00	524.47	48.32		96.057	21.53
100-5180-10-04	TMRS Expense	38,878.00		38,878.00	19,963.05	2,422.82		51.348	18,914.95
100-5185-10-04	Long/Short Term Disability	464.00		464.00	198.86	29.02		42.858	265.14
100-5186-10-04	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	469.92	39.16		39.16	730.08
100-5190-10-04	Contract Labor				712.50			0	(712.50)
100-5191-10-04	Hiring Cost	20,000.00		20,000.00	14,759.12			73.796	5,240.88
	Subtotal object - 05	385,890.00	15,837.53	401,727.53	246,627.71	23,250.53		61.392	155,099.82
100-5210-10-04	Office Supplies	1,400.00		1,400.00	834.74	346.78		59.624	565.26
100-5220-10-04	Office Equipment	1,500.00		1,500.00	326.17			21.745	1,173.83
100-5220-10-04-2019-EM	Office Equipment - COVID-19				756.00	756.00		0	(756.00)
100-5230-10-04	Dues,Fees,& Subscriptions	3,500.00		3,500.00	1,311.28	30.38		37.465	2,188.72
100-5240-10-04	Postage and Delivery	150.00		150.00	335.75	0.50		223.833	(185.75)
100-5280-10-04	Printing and Reproduction	500.00		500.00	159.28			31.856	340.72
	Subtotal object - 05	7,050.00		7,050.00	3,723.22	1,133.66		52.812	3,326.78
100-5330-10-04	Copier Expense	2,000.00		2,000.00	652.61			32.63	1,347.39
	Subtotal object - 05	2,000.00		2,000.00	652.61			32.63	1,347.39
100-5410-10-04	Professional Services	35,000.00		35,000.00	3,610.00	3,000.00	3,602.50	10.314	27,787.50
100-5419-10-04	IT Licenses	400.00		400.00				0	400.00
100-5430-10-04	Legal Fees	10,000.00		10,000.00	14,150.15	1,543.60		141.502	(4,150.15)
100-5435-10-04	Legal Notices/Filings	150.00		150.00	66.00			44	84.00
100-5480-10-04	Contracted Services	3,000.00		3,000.00				0	3,000.00
	Subtotal object - 05	48,550.00		48,550.00	17,826.15	4,543.60	3,602.50	36.717	27,121.35
100-5526-10-04	Data Network	480.00		480.00	227.94			47.488	252.06
100-5530-10-04	Travel	5,500.00		5,500.00				0	5,500.00
100-5533-10-04	Mileage Expense	500.00		500.00				0	500.00
100-5536-10-04	Training/Seminars	18,000.00		18,000.00	8,072.12			44.845	9,927.88
	Subtotal object - 05	24,480.00		24,480.00	8,300.06			33.905	16,179.94
100-5600-10-04	Special Events	10,000.00		10,000.00	5,649.85			56.499	4,350.15
	Subtotal object - 05	10,000.00		10,000.00	5,649.85			56.499	4,350.15
100-7145-10-04	Transfer to VERF	1,112.00		1,112.00	741.36	92.67		66.669	370.64

	Subtotal object - 07	1,112.00		1,112.00	741.36	92.67		66.669	370.64
Program number: 4	HUMAN RESOURCES	479,082.00	15,837.53	494,919.53	283,520.96	29,020.46	3,602.50	57.286	207,796.07
100-5110-10-05	Salaries & Wages	254,763.00	4,353.43	259,116.43	168,459.43	20,215.82		65.013	90,657.00
100-5115-10-05	Salaries - Overtime	2,960.00		2,960.00	894.66	327.32		30.225	2,065.34
100-5126-10-05	SALARIES-VACATION BUY-OUT	1,318.00		1,318.00	2,823.20	1,439.20		214.203	(1,505.20)
100-5140-10-05	Salaries - Longevity Pay	470.00		470.00	430.00			91.489	40.00
100-5143-10-05	Cell Phone Allowance	4,500.00		4,500.00	3,000.00	375.00		66.667	1,500.00
100-5145-10-05	Social Security Expense	16,369.00		16,369.00	9,722.79	1,235.08		59.398	6,646.21
100-5150-10-05	Medicare Expense	3,829.00		3,829.00	2,273.88	288.85		59.386	1,555.12
100-5155-10-05	SUTA Expense	486.00		486.00	432.00			88.889	54.00
100-5160-10-05	Health Insurance	34,464.00		34,464.00	27,821.68	3,008.96		80.727	6,642.32
100-5165-10-05	Dental Insurance	1,409.00		1,409.00	917.98	114.74		65.151	491.02
100-5170-10-05	Life Insurance/AD&D	324.00		324.00	268.80	33.60		82.963	55.20
100-5175-10-05	Liability (TML)/Workers' Comp	496.00		496.00	416.64	59.34		84	79.36
100-5180-10-05	TMRS Expense	35,774.00		35,774.00	23,485.39	2,989.96		65.649	12,288.61
100-5185-10-05	Long/Short Term Disability	485.00		485.00	300.99	38.40		62.06	184.01
100-5186-10-05	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	800.00	100.00		66.667	400.00
	Subtotal object - 05	358,847.00	4,353.43	363,200.43	242,047.44	30,226.27		66.643	121,152.99
100-5210-10-05	Office Supplies	600.00		600.00	61.55			10.258	538.45
100-5212-10-05	Building Supplies	600.00		600.00				0	600.00
100-5220-10-05	Office Equipment	710.00		710.00	335.18			47.208	374.82
100-5225-10-05	Computer Hardware	60,125.00		60,125.00	48,705.79			81.008	11,419.21
100-5225-10-05-2019-EM	Computer Hardware - COVID-19				3,247.48	701.85		0	(3,247.48)
100-5230-10-05	Dues,Fees,& Subscriptions	575.00		575.00	507.17	200.00		88.203	67.83
100-5240-10-05	Postage and Delivery	125.00		125.00	12.11			9.688	112.89
100-5280-10-05	Printing and Reproduction	100.00		100.00				0	100.00
100-5290-10-05	Other Charges and Services	360.00		360.00	86.52			24.033	273.48
	Subtotal object - 05	63,195.00		63,195.00	52,955.80	901.85		83.797	10,239.20
100-5330-10-05	Copier Expense	57,500.00		57,500.00	31,187.22	4,453.36		54.239	26,312.78
	Subtotal object - 05	57,500.00		57,500.00	31,187.22	4,453.36		54.239	26,312.78
100-5400-10-05	Uniform Expense	800.00		800.00				0	800.00
100-5418-10-05	IT Fees	55,519.00		55,519.00	35,964.28	1,528.95	9,780.02	64.778	9,774.70
100-5418-10-05-2019-EM	IT Fees - COVID-19				152.44	104.44		0	(152.44)
100-5419-10-05	IT Licenses	169,026.00		169,026.00	46,140.69		16,228.20	27.298	106,657.11
100-5430-10-05	Legal Fees	750.00		750.00	836.01	95.00		111.468	(86.01)
100-5435-10-05	Legal Notices/Filings				278.00			0	(278.00)
100-5480-10-05	Contracted Services	21,388.00	16,000.00	37,388.00	36,307.36	7,322.82	8,283.34	97.11	(7,202.70)
	Subtotal object - 05	247,483.00	16,000.00	263,483.00	119,678.78	9,051.21	34,291.56	45.422	109,512.66
100-5520-10-05	Telephones	35,990.00		35,990.00	16,525.60	2,072.35		45.917	19,464.40
100-5526-10-05	Data Network	53,870.00		53,870.00	9,563.81	1,218.19		17.753	44,306.19
100-5530-10-05	Travel	6,600.00		6,600.00	933.20			14.139	5,666.80
100-5533-10-05	Mileage Expense	900.00		900.00	247.08			27.453	652.92
100-5536-10-05	Training/Seminars	7,400.00		7,400.00	5,517.00			74.554	1,883.00
	Subtotal object - 05	104,760.00		104,760.00	32,786.69	3,290.54		31.297	71,973.31
100-5620-10-05	Tools & Equipment	250.00		250.00	45.66			18.264	204.34
100-5630-10-05	Safety Equipment	150.00		150.00				0	150.00
	Subtotal object - 05	400.00		400.00	45.66			11.415	354.34
100-6125-10-05	Capital Expense-Technology	186,961.00	(16,000.00)	170,961.00	143,283.79		15,030.00	83.811	12,647.21
	Subtotal object - 06	186,961.00	(16,000.00)	170,961.00	143,283.79		15,030.00	83.811	12,647.21
100-7145-10-05	Transfer to VERF	35,296.00		35,296.00	23,530.64	2,941.33		66.667	11,765.36
	Subtotal object - 07	35,296.00		35,296.00	23,530.64	2,941.33		66.667	11,765.36
Program number: 5	INFORMATION TECHNOLOGY	1,054,442.00	4,353.43	1,058,795.43	645,516.02	50,864.56	49,321.56	60.967	363,957.85
100-5110-10-07	Salaries & Wages	195,125.00	8,502.10	203,627.10	144,513.58	16,424.07		70.97	59,113.52
100-5115-10-07	Salaries - Overtime	270.00		270.00	72.87			26.989	197.13
100-5126-10-07	Salaries-Vacation Buy-Out	3,627.00		3,627.00	3,846.72	1,942.40		106.058	(219.72)
100-5140-10-07	Salaries - Longevity Pay	745.00		745.00	370.00			49.664	375.00

100-5143-10-07	Cell Phone Allowance				120.00	60.00		0	(120.00)
100-5145-10-07	Social Security Expense	12,386.00		12,386.00	8,616.15	1,092.43		69.564	3,769.85
100-5150-10-07	Medicare Expense	2,897.00		2,897.00	2,015.08	255.49		69.557	881.92
100-5155-10-07	SUTA Expense	648.00		648.00	579.65			89.452	68.35
100-5160-10-07	Health Insurance	30,069.00		30,069.00	18,129.74	2,972.50		60.294	11,939.26
100-5165-10-07	Dental Insurance	1,339.00		1,339.00	897.56	111.76		67.032	441.44
100-5170-10-07	Life Insurance/AD&D	338.00		338.00	225.12	28.14		66.604	112.88
100-5175-10-07	Liability (TML)/Workers' Comp	793.00		793.00	938.06	110.82		118.293	(145.06)
100-5180-10-07	TMRS Expense	27,069.00		27,069.00	20,207.46	2,493.60		74.652	6,861.54
100-5185-10-07	Long/Short Term Disability	323.00		323.00	194.00	18.58		60.062	129.00
100-5186-10-07	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	400.00	50.00		33.333	800.00
	Subtotal object - 05	276,829.00	8,502.10	285,331.10	201,125.99	25,559.79		70.489	84,205.11
100-5210-10-07	Office Supplies	2,275.00		2,275.00	1,719.72	168.96		75.592	555.28
100-5230-10-07	Dues,Fees,& Subscriptions	415.00		415.00	306.76			73.918	108.24
100-5240-10-07	Postage and Delivery	3,800.00		3,800.00	1,651.05	66.50		43.449	2,148.95
100-5250-10-07	Publications	100.00		100.00	67.30			67.3	32.70
100-5280-10-07	Printing and Reproduction	1,700.00		1,700.00	324.12			19.066	1,375.88
100-5290-10-07	Other Charges and Services	350.00		350.00	235.31			67.231	114.69
	Subtotal object - 05	8,640.00		8,640.00	4,304.26	235.46		49.818	4,335.74
100-5310-10-07	Rental Expense	2,701.00		2,701.00	1,014.06			37.544	1,686.94
100-5330-10-07	Copier Expense	1,850.00		1,850.00	505.28			27.312	1,344.72
100-5350-10-07	VEHICLE EXPENSE	500.00		500.00	377.41	6.00		75.482	122.59
100-5352-10-07	FUEL	3,000.00		3,000.00	87.25			2.908	2,912.75
100-5353-10-07	OIL/GREASE/INSPECTIONS	300.00		300.00				0	300.00
	Subtotal object - 05	8,351.00		8,351.00	1,984.00	6.00		23.758	6,367.00
100-5410-10-07	Professional Services	3,500.00		3,500.00	1,400.00	350.00		40	2,100.00
100-5418-10-07	IT Fees				3,441.92			0	(3,441.92)
100-5419-10-07	IT Licenses	7,400.00		7,400.00	922.68			12.469	6,477.32
100-5420-10-07	Municipal Court/Judge Fees	39,400.00		39,400.00	22,400.00	3,200.00	19,200.00	56.853	(2,200.00)
100-5425-10-07	State Fines Expense	3,000.00		3,000.00	2,645.16			88.172	354.84
100-5430-10-07	Legal Fees	43,200.00		43,200.00	26,535.42	5,211.97		61.425	16,664.58
	Subtotal object - 05	96,500.00		96,500.00	57,345.18	8,761.97	19,200.00	59.425	19,954.82
100-5530-10-07	Travel	900.00		900.00	473.96			52.662	426.04
100-5533-10-07	Mileage Expense	800.00		800.00				0	800.00
100-5536-10-07	Training/Seminars	1,000.00		1,000.00	825.00			82.5	175.00
	Subtotal object - 05	2,700.00		2,700.00	1,298.96			48.11	1,401.04
100-7145-10-07	Transfer to VERF	97.00		97.00	64.64	8.08		66.639	32.36
	Subtotal object - 07	97.00		97.00	64.64	8.08		66.639	32.36
Program number: 7	MUNICIPAL COURT	393,117.00	8,502.10	401,619.10	266,123.03	34,571.30	19,200.00	66.263	116,296.07
100-5110-10-99	Salaries & Wages	(205,272.00)	(127,672.00)	(332,944.00)				0	(332,944.00)
100-5176-10-99	TML Prop. & Liab. Insurance	206,000.00		206,000.00	228,101.37			110.729	(22,101.37)
	Subtotal object - 05	728.00	(127,672.00)	(126,944.00)	228,101.37				(355,045.37)
100-5210-10-99	OFFICE SUPPLIES	1,000.00		1,000.00	1,166.06	1,166.06		116.606	(166.06)
100-5230-10-99	DUES,FEES,& SUBSCRIPTIONS	1,300.00		1,300.00	200.00			15.385	1,100.00
	Subtotal object - 05	2,300.00		2,300.00	1,366.06	1,166.06		59.394	933.94
100-5305-10-99	Chapt 380 Program Grant Exp	672,010.00	(222,000.00)	450,010.00	386,715.36	3,082.17		85.935	63,294.64
100-5306-10-99	Developer Rollback Incentives	25,000.00		25,000.00	19,465.08			77.86	5,534.92
100-5350-10-99	Vehicle Expense	19,000.00		19,000.00	941.52	41.99		4.955	18,058.48
100-5352-10-99	Fuel	1,250.00		1,250.00	304.19	15.13		24.335	945.81
100-5353-10-99	Oil/Grease/Inspections	50.00		50.00				0	50.00
	Subtotal object - 05	717,310.00	(222,000.00)	495,310.00	407,426.15	3,139.29		82.257	87,883.85
100-5410-10-99	Professional Services	71,500.00	22,000.00	93,500.00	30,191.00	8,357.57	52,202.43	32.29	11,106.57
100-5415-10-99	Tuition Reimbursement	54,207.00		54,207.00	14,342.61	3,240.98		26.459	39,864.39
100-5480-10-99	Contracted Services	86,000.00		86,000.00	28,400.00	10,400.00	51,500.00	33.023	6,100.00
100-5489-10-99	Developer Reimbursement				18,750.00			0	(18,750.00)
	Subtotal object - 05	211,707.00	22,000.00	233,707.00	91,683.61	21,998.55	103,702.43	39.23	38,320.96

100-5600-10-99	Special Events	10,000.00		10,000.00	8,272.59			82.726	1,727.41
	Subtotal object - 05	10,000.00		10,000.00	8,272.59			82.726	1,727.41
100-5930-10-99	Damage Claims Expense	65,000.00		65,000.00	24,292.01	21,778.35		37.372	40,707.99
	Subtotal object - 05	65,000.00		65,000.00	24,292.01	21,778.35		37.372	40,707.99
100-6610-10-99	Capital	200,000.00	(49,477.00)	150,523.00	115,328.89	103,465.77		76.619	35,194.11
	Subtotal object - 06	200,000.00	(49,477.00)	150,523.00	115,328.89	103,465.77		76.619	35,194.11
100-7000-10-99	Contingency	50,000.00	(12,180.00)	37,820.00	5,500.00		437.50	14.543	31,882.50
	Subtotal object - 07	50,000.00	(12,180.00)	37,820.00	5,500.00		437.50	14.543	31,882.50
100-7145-10-99	Transfer to VERF	3,731.00		3,731.00	2,487.36	310.92		66.667	1,243.64
	Subtotal object - 07	3,731.00		3,731.00	2,487.36	310.92		66.667	1,243.64
Program number: 99	NON-DEPARTMENTAL	1,260,776.00	(389,329.00)	871,447.00	884,458.04	151,858.94	104,139.93	101.493	(117,150.97)
Department number: 10	ADMINISTRATION	5,442,762.00	(303,472.60)	5,139,289.40	3,616,338.21	484,384.78	367,382.36	70.367	1,155,568.83
100-5110-20-01	Salaries & Wages	2,127,340.00	71,677.52	2,199,017.52	1,191,544.70	147,701.08		54.185	1,007,472.82
100-5115-20-01	Salaries - Overtime	190,106.00		190,106.00	61,022.92	15,632.21		32.099	129,083.08
100-5126-20-01	Salaries-Vacation Buy-Out	3,331.00		3,331.00	21,357.36	17,924.96		641.17	(18,026.36)
100-5127-20-01	Salaries-Certification Pay	21,420.00		21,420.00	17,216.80	1,998.36		80.377	4,203.20
100-5140-20-01	Salaries - Longevity Pay	4,665.00		4,665.00	4,430.00			94.962	235.00
100-5143-20-01	Cell Phone Allowance	8,190.00		8,190.00	1,625.00	250.00		19.841	6,565.00
100-5145-20-01	Social Security Expense	146,014.00		146,014.00	77,630.53	11,301.00		53.166	68,383.47
100-5150-20-01	Medicare Expense	34,148.00		34,148.00	18,489.08	2,643.00		54.144	15,658.92
100-5155-20-01	SUTA Expense	5,184.00		5,184.00	3,611.27	85.52		69.662	1,572.73
100-5160-20-01	Health Insurance	252,439.00		252,439.00	105,997.99	11,196.56		41.99	146,441.01
100-5165-20-01	Dental Insurance	10,489.00		10,489.00	5,386.56	701.00		51.354	5,102.44
100-5170-20-01	Life Insurance/AD&D	9,580.00		9,580.00	5,151.68	675.22		53.775	4,428.32
100-5175-20-01	Liability (TML)/Workers' Comp	46,799.00		46,799.00	28,945.64	4,536.16		61.851	17,853.36
100-5180-20-01	TMRS Expense	319,110.00		319,110.00	176,962.62	25,132.42		55.455	142,147.38
100-5185-20-01	Long/Short Term Disability	4,148.00		4,148.00	2,056.51	282.90		49.578	2,091.49
100-5186-20-01	WELLE-Wellness Prog Reimb Empl	6,600.00		6,600.00	2,574.46	417.48		39.007	4,025.54
100-5191-20-01	Hiring Cost	55.00		55.00	208.17	164.17		378.491	(153.17)
100-5192-20-01	Physical & Psychological	2,540.00		2,540.00	1,750.00			68.898	790.00
	Subtotal object - 05	3,192,158.00	71,677.52	3,263,835.52	1,725,961.29	240,642.04		52.881	1,537,874.23
100-5210-20-01	Office Supplies	12,800.00		12,800.00	4,603.78	1,229.28		35.967	8,196.22
100-5214-20-01	Tactical Supplies	36,875.00	(848.00)	36,027.00	9,092.07	1,632.00	10,841.67	25.237	16,093.26
100-5215-20-01	Ammunition	66,560.00		66,560.00	48,484.17		114.48	72.843	17,961.35
100-5220-20-01	Office Equipment				793.82			0	(793.82)
100-5230-20-01	Dues,Fees,& Subscriptions	7,950.00		7,950.00	5,649.08	717.98		71.058	2,300.92
100-5240-20-01	Postage and Delivery	1,426.00		1,426.00	931.99	104.85		65.357	494.01
100-5250-20-01	Publications				705.54			0	(705.54)
100-5265-20-01	Promotional Expense	500.00		500.00				0	500.00
100-5280-20-01	Printing and Reproduction	800.00		800.00	35.34			4.418	764.66
100-5290-20-01	Other Charges and Services				1,255.87	265.01		0	(1,255.87)
	Subtotal object - 05	126,911.00	(848.00)	126,063.00	71,551.66	3,949.12	10,956.15	56.759	43,555.19
100-5310-20-01	Rental Expense	4,410.00		4,410.00	2,956.40	344.20		67.039	1,453.60
100-5320-20-01	Repairs & Maintenance	800.00		800.00	536.18			67.023	263.82
100-5330-20-01	Copier Expense	2,100.00		2,100.00	606.28			28.87	1,493.72
100-5350-20-01	Vehicle Expense	86,956.00		86,956.00	48,281.46	8,229.43	8,000.00	55.524	30,674.54
100-5352-20-01	Fuel	81,360.00		81,360.00	38,300.66	2,609.59		47.076	43,059.34
100-5353-20-01	Oil/Grease/Inspections	5,100.00		5,100.00				0	5,100.00
	Subtotal object - 05	180,726.00		180,726.00	90,680.98	11,183.22	8,000.00	50.176	82,045.02
100-5400-20-01	Uniform Expense	68,722.00		68,722.00	10,656.59	2,313.78	6,372.45	15.507	51,692.96
100-5410-20-01	Professional Services	17,660.00		17,660.00	29,068.90	3,162.40		164.603	(11,408.90)
100-5418-20-01	IT Fees	16,590.00		16,590.00				0	16,590.00
100-5430-20-01	Legal Fees	14,400.00		14,400.00	16,364.00	1,492.20		113.639	(1,964.00)
100-5480-20-01	Contracted Services	49,322.00		49,322.00	38,709.58	3,272.49		78.483	10,612.42
	Subtotal object - 05	166,694.00		166,694.00	94,799.07	10,240.87	6,372.45	56.87	65,522.48
100-5520-20-01	Telephones	4,000.00		4,000.00	1,910.93	274.09		47.773	2,089.07

100-5523-20-01	Water/Sewer Charges	1,400.00		1,400.00	923.29	111.69		65.949	476.71
100-5524-20-01	Gas	1,800.00		1,800.00				0	1,800.00
100-5525-20-01	Electricity	11,229.00		11,229.00	4,933.57	1,221.04		43.936	6,295.43
100-5526-20-01	Data Network	7,425.00		7,425.00	6,937.03			93.428	487.97
100-5530-20-01	Travel	4,000.00		4,000.00	2,720.49	65.00		68.012	1,279.51
100-5533-20-01	Mileage Expense	1,000.00		1,000.00	268.13			26.813	731.87
100-5536-20-01	Training/Seminars	52,600.00		52,600.00	15,602.18	(570.00)		29.662	36,997.82
	Subtotal object - 05	83,454.00		83,454.00	33,295.62	1,101.82		39.897	50,158.38
100-5600-20-01	Special Events	5,000.00		5,000.00	43.66			0.873	4,956.34
100-5620-20-01	TOOLS & EQUIPMENT	120,983.00		120,983.00	23,439.94	(0.60)		19.375	97,543.06
100-5630-20-01	Safety Equipment	14,124.00		14,124.00	975.00			6.903	13,149.00
100-5630-20-01-2019-EM	Safety Equipment - COVID-19				8,629.15	693.64		0	(8,629.15)
	Subtotal object - 05	140,107.00		140,107.00	33,087.75	693.04		23.616	107,019.25
100-6140-20-01	Capital Expense-Equipment	65,694.00	38,174.43	103,868.43	52,150.85		5,326.43	50.209	46,391.15
100-6160-20-01	Capital Expense-Vehicles	142,654.00		142,654.00	29,950.43	23,193.77	108,576.00	20.995	4,127.57
	Subtotal object - 06	208,348.00	38,174.43	246,522.43	82,101.28	23,193.77	113,902.43	33.304	50,518.72
100-7145-20-01	Transfer to VERF	350,015.00		350,015.00	233,343.36	29,167.92		66.667	116,671.64
	Subtotal object - 07	350,015.00		350,015.00	233,343.36	29,167.92		66.667	116,671.64
Program number: 1	OPERATIONS	4,448,413.00	109,003.95	4,557,416.95	2,364,821.01	320,171.80	139,231.03	51.89	2,053,364.91
100-5110-20-05	Salaries & Wages	534,637.00	25,540.98	560,177.98	344,412.20	42,551.30		61.483	215,765.78
100-5115-20-05	Salaries - Overtime	10,545.00		10,545.00	29,240.94	5,476.25		277.297	(18,695.94)
100-5126-20-05	Salaries-Vacation Buy-Out	7,049.00		7,049.00	4,051.60	1,403.84		57.478	2,997.40
100-5127-20-05	Salaries-Certification Pay	10,800.00		10,800.00	8,281.87	1,043.02		76.684	2,518.13
100-5140-20-05	Salaries - Longevity Pay	1,905.00		1,905.00	1,295.00			67.979	610.00
100-5145-20-05	Social Security Expense	35,064.00		35,064.00	23,344.19	3,035.88		66.576	11,719.81
100-5150-20-05	Medicare Expense	8,200.00		8,200.00	5,459.53	709.98		66.58	2,740.47
100-5155-20-05	SUTA Expense	1,782.00		1,782.00	1,614.80			90.617	167.20
100-5160-20-05	Health Insurance	99,490.00		99,490.00	50,928.48	5,543.50		51.19	48,561.52
100-5165-20-05	Dental Insurance	4,797.00		4,797.00	2,620.20	358.98		54.622	2,176.80
100-5170-20-05	Life Insurance/AD&D	1,239.00		1,239.00	783.23	103.18		63.215	455.77
100-5175-20-05	Liability (TML)/Workers' Comp	1,146.00		1,146.00	915.54	131.88		79.89	230.46
100-5180-20-05	TMRS Expense	76,630.00		76,630.00	52,636.63	6,860.73		68.689	23,993.37
100-5185-20-05	Long/Short Term Disability	1,017.00		1,017.00	583.88	73.83		57.412	433.12
100-5186-20-05	WELLE-Wellness Prog Reimb Empl	3,000.00		3,000.00	1,370.60	195.80		45.687	1,629.40
	Subtotal object - 05	797,301.00	25,540.98	822,841.98	527,538.69	67,488.17		64.112	295,303.29
100-5210-20-05	Office Supplies	4,079.00		4,079.00	1,274.45	327.51		31.244	2,804.55
100-5210-20-05-2019-EM	Office Supplies - COVID-19				53.98			0	(53.98)
100-5212-20-05	Building Supplies	1,500.00		1,500.00	332.24	332.24		22.149	1,167.76
100-5220-20-05	Office Equipment	4,699.00		4,699.00	328.63			6.994	4,370.37
100-5230-20-05	Dues,Fees,& Subscriptions	3,520.00		3,520.00	1,162.75	150.00		33.033	2,357.25
100-5240-20-05	Postage and Delivery				17.50			0	(17.50)
100-5250-20-05	Publications	300.00		300.00				0	300.00
	Subtotal object - 05	14,098.00		14,098.00	3,169.55	809.75		22.482	10,928.45
100-5330-20-05	Copier Expense	600.00		600.00	377.31			62.885	222.69
100-5340-20-05	Building Repairs	3,000.00		3,000.00	1,266.04	50.00		42.201	1,733.96
	Subtotal object - 05	3,600.00		3,600.00	1,643.35	50.00		45.649	1,956.65
100-5400-20-05	Uniform Expense	1,600.00		1,600.00	635.74			39.734	964.26
100-5419-20-05	IT Licenses	115,592.00		115,592.00	69,470.76		2,400.00	60.1	43,721.24
100-5430-20-05	Legal Fees				247.00			0	(247.00)
100-5480-20-05	Contracted Services	89,453.00		89,453.00	70,823.63			79.174	18,629.37
	Subtotal object - 05	206,645.00		206,645.00	141,177.13		2,400.00	68.319	63,067.87
100-5520-20-05	Telephones	1,200.00		1,200.00	978.59	162.38		81.549	221.41
100-5524-20-05	Gas	1,000.00		1,000.00	804.66	201.22		80.466	195.34
100-5526-20-05	Data Network	267.00		267.00				0	267.00
100-5530-20-05	Travel	5,000.00		5,000.00				0	5,000.00
100-5530-20-05-2019-EM	Travel - COVID-19				934.85	934.85		0	(934.85)

100-5536-20-05	Training/Seminars	7,683.00		7,683.00	3,254.90	99.00		42.365	4,428.10
	Subtotal object - 05	15,150.00		15,150.00	5,973.00	1,397.45		39.426	9,177.00
100-5600-20-05	Special Events	1,000.00		1,000.00	594.67			59.467	405.33
100-5630-20-05-2019-EM	Safety Equipment - COVID19				437.41	437.41		0	(437.41)
	Subtotal object - 05	1,000.00		1,000.00	1,032.08	437.41		103.208	(32.08)
100-7145-20-05	Transfer to VERF	10,455.00		10,455.00	6,970.00	871.25		66.667	3,485.00
	Subtotal object - 07	10,455.00		10,455.00	6,970.00	871.25		66.667	3,485.00
Program number: 5	DISPATCH	1,048,249.00	25,540.98	1,073,789.98	687,503.80	71,054.03	2,400.00	64.026	383,886.18
Department number: 20	POLICE	5,496,662.00	134,544.93	5,631,206.93	3,052,324.81	391,225.83	141,631.03	54.204	2,437,251.09
100-5110-30-01	Salaries & Wages	2,618,606.00	559,003.34	3,177,609.34	1,984,678.10	236,170.87		62.458	1,192,931.24
100-5115-30-01	Salaries - Overtime	449,699.00	86,400.00	536,099.00	380,820.27	106,856.72		71.035	155,278.73
100-5116-30-01	Salaries - FLSA Overtime	80,452.00	11,946.00	92,398.00	43,851.03	11,997.66		47.459	48,546.97
100-5126-30-01	Salaries-Vacation Buy-Out	5,586.00		5,586.00	7,771.36	4,794.08		139.122	(2,185.36)
100-5127-30-01	Salaries-Certification Pay	55,260.00	9,000.00	64,260.00	29,991.75	3,673.96		46.673	34,268.25
100-5140-30-01	Salaries - Longevity Pay	12,315.00		12,315.00	12,185.00			98.944	130.00
100-5143-30-01	Cell Phone Allowance	6,600.00	3,060.00	9,660.00	6,185.00	805.00		64.027	3,475.00
100-5145-30-01	Social Security Expense	200,168.00	32,499.00	232,667.00	143,641.82	21,483.37		61.737	89,025.18
100-5150-30-01	Medicare Expense	46,813.00	7,600.00	54,413.00	33,826.00	5,024.29		62.165	20,587.00
100-5155-30-01	SUTA Expense	7,128.00	972.00	8,100.00	5,542.16	86.79		68.422	2,557.84
100-5160-30-01	Health Insurance	280,234.00	58,680.00	338,914.00	241,676.46	27,839.34		71.309	97,237.54
100-5165-30-01	Dental Insurance	12,361.00	2,520.00	14,881.00	9,595.40	1,246.34		64.481	5,285.60
100-5170-30-01	Life Insurance/AD&D	10,354.00	945.00	11,299.00	8,058.86	1,050.34		71.324	3,240.14
100-5171-30-01	Life Insurance-Supplemental				6,241.00			0	(6,241.00)
100-5175-30-01	Liability (TML)/Workers' Comp	38,100.00	18,288.00	56,388.00	49,960.76	7,084.45		88.602	6,427.24
100-5180-30-01	TMRS Expense	412,445.00	71,026.00	483,471.00	324,730.49	49,091.61		67.166	158,740.51
100-5185-30-01	Long/Short Term Disability	4,625.00	889.00	5,514.00	3,293.52	429.26		59.73	2,220.48
100-5186-30-01	WELLE-Wellness Prog Reimb Empl	6,000.00	3,600.00	9,600.00	5,585.98	845.80		58.187	4,014.02
100-5191-30-01	Hiring Cost	1,000.00		1,000.00				0	1,000.00
100-5194-30-01	FD Annual Phy & Screening	23,600.00	8,442.00	32,042.00	24,255.00	24,255.00		75.698	7,787.00
	Subtotal object - 05	4,271,346.00	874,870.34	5,146,216.34	3,321,889.96	502,734.88		64.55	1,824,326.38
100-5210-30-01	Office Supplies	7,500.00	300.00	7,800.00	4,083.57	804.77		52.353	3,716.43
100-5212-30-01	Building Supplies	12,000.00		12,000.00	7,235.88	1,864.11		60.299	4,764.12
100-5220-30-01	Office Equipment	5,000.00	6,870.00	11,870.00	8,245.85	120.49		69.468	3,624.15
100-5220-30-01-2019-EM	Office Equipment - COVID 19				348.99	348.99		0	(348.99)
100-5230-30-01	Dues,Fees,& Subscriptions	12,050.00	1,200.00	13,250.00	7,600.99	552.96		57.366	5,649.01
100-5240-30-01	Postage and Delivery	397.00		397.00	289.11	43.09		72.824	107.89
100-5250-30-01	Publications	700.00		700.00				0	700.00
100-5280-30-01	Printing and Reproduction	1,900.00		1,900.00	1,170.94			61.628	729.06
100-5290-30-01	Other Charges and Services	4,500.00		4,500.00	3,237.78			71.951	1,262.22
	Subtotal object - 05	44,047.00	8,370.00	52,417.00	32,213.11	3,734.41		61.455	20,203.89
100-5320-30-01	Repairs & Maintenance	20,000.00		20,000.00	3,465.14	792.63		17.326	16,534.86
100-5330-30-01	Copier Expense	3,613.00		3,613.00	1,513.37			41.887	2,099.63
100-5335-30-01	Radio/Video Equip. and Repairs	6,760.00		6,760.00	1,047.30			15.493	5,712.70
100-5340-30-01	Building Repairs	45,000.00	249,477.00	294,477.00	13,759.58	2,573.85	249,477.00	4.673	31,240.42
100-5350-30-01	Vehicle Expense	78,000.00		78,000.00	33,914.31	1,828.34		43.48	44,085.69
100-5352-30-01	Fuel	33,000.00		33,000.00	21,189.56	2,195.39		64.211	11,810.44
100-5353-30-01	Oil/Grease/Inspections	950.00		950.00	84.00	14.00		8.842	866.00
	Subtotal object - 05	187,323.00	249,477.00	436,800.00	74,973.26	7,404.21	249,477.00	17.164	112,349.74
100-5400-30-01	Uniform Expense	41,500.00	9,000.00	50,500.00	49,267.22		1,232.57	97.559	0.21
100-5419-30-01	IT Licenses	13,420.00		13,420.00	13,420.49			100.004	(0.49)
100-5430-30-01	Legal Fees	4,000.00		4,000.00	228.00			5.7	3,772.00
100-5440-30-01	EMS	121,000.00		121,000.00	99,309.86	4,615.93	5,706.01	82.074	15,984.13
100-5440-30-01-2019-EM	Emergency Supplies - COVID19				1,462.00			0	(1,462.00)
100-5445-30-01	Emergency Management	15,000.00		15,000.00	7,908.28	490.41		52.722	7,091.72
100-5445-30-01-2019-EM	Emergency Management - COVID19				531.40	34.62		0	(531.40)
100-5480-30-01	Contracted Services	20,750.00		20,750.00	15,339.94	1,637.77	6,000.00	73.927	(589.94)

	Subtotal object - 05	215,670.00	9,000.00	224,670.00	187,467.19	6,778.73	12,938.58	83.441	24,264.23
100-5520-30-01	Telephones	2,292.00		2,292.00	1,336.47	206.61		58.31	955.53
100-5523-30-01	Water/Sewer Charges	15,800.00		15,800.00	10,068.01	1,842.00		63.722	5,731.99
100-5524-30-01	Gas	4,500.00		4,500.00	2,306.46	234.48		51.255	2,193.54
100-5525-30-01	Electricity	41,500.00		41,500.00	19,645.83	3,834.65		47.339	21,854.17
100-5526-30-01	Data Network	9,820.00		9,820.00	5,989.78			60.996	3,830.22
100-5530-30-01	Travel	9,778.00	1,800.00	11,578.00	3,162.13			27.312	8,415.87
100-5533-30-01	Mileage Expense	1,500.00		1,500.00				0	1,500.00
100-5536-30-01	Training/Seminars	40,000.00	4,770.00	44,770.00	27,534.28	1,200.00		61.502	17,235.72
	Subtotal object - 05	125,190.00	6,570.00	131,760.00	70,042.96	7,317.74		53.16	61,717.04
100-5610-30-01	Fire Fighting Equipment	20,000.00		20,000.00	10,636.11	2,695.00		53.181	9,363.89
100-5620-30-01	Tools & Equipment	1,000.00		1,000.00	131.88	10.00		13.188	868.12
100-5630-30-01	Safety Equipment	50,000.00	23,100.00	73,100.00	62,172.17	2,160.04	1,964.82	85.051	8,963.01
100-5630-30-01-2019-EM	Safety Equipment - COVID-19				21,661.72			0	(21,661.72)
	Subtotal object - 05	71,000.00	23,100.00	94,100.00	94,601.88	4,865.04	1,964.82	100.533	(2,466.70)
100-6140-30-01	Capital Expense-Equipment	31,500.00		31,500.00	739.36		27,895.00	2.347	2,865.64
100-6140-30-01-1931-EQ	Replacement Fire Engine Equipm	150,000.00		150,000.00	93,102.03	12,693.74	47,185.20	62.068	9,712.77
100-6160-30-01	Capital Expense-Vehicles	23,100.00		23,100.00	25,885.91			112.06	(2,785.91)
	Subtotal object - 06	204,600.00		204,600.00	119,727.30	12,693.74	75,080.20	58.518	9,792.50
100-7145-30-01	Transfer to VERF	833,359.00	108,969.00	942,328.00	628,218.64	78,527.33		66.667	314,109.36
	Subtotal object - 07	833,359.00	108,969.00	942,328.00	628,218.64	78,527.33		66.667	314,109.36
Program number: 1	OPERATIONS	5,952,535.00	1,280,356.34	7,232,891.34	4,529,134.30	624,056.08	339,460.60	62.619	2,364,296.44
100-5110-30-05	Salaries & Wages	252,792.00	12,521.36	265,313.36	177,365.77	20,220.80		66.851	87,947.59
100-5115-30-05	Salaries - Overtime	24,404.00		24,404.00	16,137.34	1,726.42		66.126	8,266.66
100-5126-30-05	Salaries-Vacation Buy-Out	1,230.00		1,230.00	1,266.80			102.992	(36.80)
100-5140-30-05	Salaries - Longevity Pay	1,160.00		1,160.00	1,105.00			95.259	55.00
100-5143-30-05	Cell Phone Allowance	3,060.00		3,060.00	2,040.00	255.00		66.667	1,020.00
100-5145-30-05	Social Security Expense	17,525.00		17,525.00	11,434.00	1,270.14		65.244	6,091.00
100-5150-30-05	Medicare Expense	4,099.00		4,099.00	2,674.08	297.05		65.237	1,424.92
100-5155-30-05	SUTA Expense	486.00		486.00	432.00			88.889	54.00
100-5160-30-05	Health Insurance	23,500.00		23,500.00	15,666.24	1,958.28		66.665	7,833.76
100-5165-30-05	Dental Insurance	1,324.00		1,324.00	882.14	110.26		66.627	441.86
100-5170-30-05	Life Insurance/AD&D	1,126.00		1,126.00	750.24	93.78		66.629	375.76
100-5175-30-05	Liability (TML)/Workers' Comp	3,822.00		3,822.00	3,480.43	465.21		91.063	341.57
100-5180-30-05	TMRS Expense	38,299.00		38,299.00	26,528.44	2,971.65		69.267	11,770.56
100-5185-30-05	Long/Short Term Disability	481.00		481.00	309.79	38.42		64.405	171.21
100-5194-30-05	FD Annual Phy & Screening	1,678.00		1,678.00	1,690.00	1,617.00		100.715	(12.00)
	Subtotal object - 05	374,986.00	12,521.36	387,507.36	261,762.27	31,024.01		67.55	125,745.09
100-5210-30-05	Office Supplies	350.00		350.00	140.01	29.48		40.003	209.99
100-5215-30-05	Ammunition	1,250.00		1,250.00	2,070.18	888.15		165.614	(820.18)
100-5220-30-05	Office Equipment	1,000.00		1,000.00	219.98			21.998	780.02
100-5230-30-05	Dues,Fees,& Subscriptions	750.00		750.00	784.34	135.00		104.579	(34.34)
100-5240-30-05	Postage and Delivery	100.00		100.00	14.60			14.6	85.40
100-5250-30-05	Publications	2,545.00		2,545.00	1,345.50			52.868	1,199.50
100-5280-30-05	Printing and Reproduction	500.00		500.00	266.19			53.238	233.81
100-5295-30-05	Public Education/Fire Prevent	7,500.00		7,500.00	2,819.68			37.596	4,680.32
	Subtotal object - 05	13,995.00		13,995.00	7,660.48	1,052.63		54.737	6,334.52
100-5335-30-05	Radio/Video Equip. and Repairs	500.00		500.00				0	500.00
100-5350-30-05	Vehicle Expense	3,000.00		3,000.00	1,753.51	124.91		58.45	1,246.49
100-5352-30-05	Fuel	3,000.00		3,000.00	1,306.89	68.15		43.563	1,693.11
100-5353-30-05	Oil/Grease/Inspections	500.00		500.00				0	500.00
	Subtotal object - 05	7,000.00		7,000.00	3,060.40	193.06		43.72	3,939.60
100-5400-30-05	Uniform Expense	3,300.00		3,300.00	1,166.06	75.00		35.335	2,133.94
100-5430-30-05	Legal Fees	2,500.00		2,500.00	228.00			9.12	2,272.00
100-5480-30-05	Contracted Services	2,650.00		2,650.00	2,650.00			100	
	Subtotal object - 05	8,450.00		8,450.00	4,044.06	75.00		47.859	4,405.94

100-5526-30-05	Data Network	1,845.00		1,845.00	683.82			37.063	1,161.18
100-5530-30-05	Travel	3,674.00		3,674.00	3,283.50			89.371	390.50
100-5536-30-05	Training/Seminars	5,700.00		5,700.00	4,924.03			86.386	775.97
	Subtotal object - 05	11,219.00		11,219.00	8,891.35			79.253	2,327.65
100-5620-30-05	Tools & Equipment	500.00		500.00				0	500.00
100-5630-30-05	Safety Equipment	4,000.00		4,000.00	595.53		285.58	14.888	3,118.89
100-5640-30-05	Signs & Hardware	350.00		350.00				0	350.00
	Subtotal object - 05	4,850.00		4,850.00	595.53		285.58	12.279	3,968.89
100-7145-30-05	Transfer to VERF	11,076.00		11,076.00	7,384.00	923.00		66.667	3,692.00
	Subtotal object - 07	11,076.00		11,076.00	7,384.00	923.00		66.667	3,692.00
Program number: 5	MARSHAL	431,576.00	12,521.36	444,097.36	293,398.09	33,267.70	285.58	66.066	150,413.69
Department number: 30	FIRE	6,384,111.00	1,292,877.70	7,676,988.70	4,822,532.39	657,323.78	339,746.18	62.818	2,514,710.13
100-5110-40-01	Salaries & Wages	987,210.00	4,737.09	991,947.09	625,930.80	71,172.08		63.101	366,016.29
100-5115-40-01	Salaries - Overtime	8,500.00		8,500.00	472.12	366.56		5.554	8,027.88
100-5126-40-01	Salaries-Vacation Buy-Out	6,705.00		6,705.00	7,945.84	3,290.04		118.506	(1,240.84)
100-5140-40-01	Salaries - Longevity Pay	3,360.00		3,360.00	3,545.00			105.506	(185.00)
100-5143-40-01	Cell Phone Allowance	4,860.00		4,860.00	3,040.00	325.00		62.551	1,820.00
100-5145-40-01	Social Security Expense	62,598.00		62,598.00	37,150.44	4,369.46		59.348	25,447.56
100-5150-40-01	Medicare Expense	14,640.00		14,640.00	8,688.41	1,021.90		59.347	5,951.59
100-5155-40-01	SUTA Expense	2,592.00		2,592.00	2,297.83	44.82		88.651	294.17
100-5160-40-01	Health Insurance	120,721.00		120,721.00	71,512.06	7,868.22		59.237	49,208.94
100-5165-40-01	Dental Insurance	6,520.00		6,520.00	4,149.61	501.52		63.644	2,370.39
100-5170-40-01	Life Insurance/AD&D	1,801.00		1,801.00	1,158.43	140.70		64.321	642.57
100-5175-40-01	Liability (TML)/Workers' Comp	3,352.00		3,352.00	2,973.67	395.30		88.713	378.33
100-5180-40-01	TMRS Expense	136,806.00		136,806.00	86,551.84	10,157.86		63.266	50,254.16
100-5185-40-01	Long/Short Term Disability	1,876.00		1,876.00	1,119.42	135.18		59.671	756.58
100-5186-40-01	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	1,164.84	192.48		64.713	635.16
	Subtotal object - 05	1,363,341.00	4,737.09	1,368,078.09	857,700.31	99,981.12		62.694	510,377.78
100-5210-40-01	Office Supplies	5,000.00		5,000.00	3,043.73	829.95		60.875	1,956.27
100-5220-40-01	Office Equipment	3,000.00		3,000.00	1,724.80			57.493	1,275.20
100-5220-40-01-2019-EM	Office Equipment - COVID-19				252.00	252.00		0	(252.00)
100-5230-40-01	Dues,Fees,& Subscriptions	2,000.00		2,000.00	1,750.24	100.00		87.512	249.76
100-5240-40-01	Postage and Delivery	25.00		25.00	0.50			2	24.50
100-5250-40-01	Publications	3,000.00		3,000.00	822.03			27.401	2,177.97
100-5280-40-01	Printing and Reproduction	1,000.00		1,000.00	216.69			21.669	783.31
100-5290-40-01	Other Charges and Services	500.00		500.00	33.42			6.684	466.58
	Subtotal object - 05	14,525.00		14,525.00	7,843.41	1,181.95		53.999	6,681.59
100-5330-40-01	Copier Expense	2,500.00		2,500.00	1,096.46			43.858	1,403.54
100-5350-40-01	Vehicle Expense	10,555.00		10,555.00	3,162.54	578.35		29.962	7,392.46
100-5352-40-01	Fuel	6,500.00		6,500.00	3,805.91	313.50		58.552	2,694.09
	Subtotal object - 05	19,555.00		19,555.00	8,064.91	891.85		41.242	11,490.09
100-5400-40-01	Uniform Expense	3,000.00		3,000.00	2,211.99			73.733	788.01
100-5410-40-01	Professional Services	533,397.00		533,397.00	34,664.76		498,732.24	6.499	
100-5418-40-01	IT Fees	54,410.00		54,410.00	52,900.58			97.226	1,509.42
100-5430-40-01	Legal Fees	2,000.00		2,000.00	38.00			1.9	1,962.00
100-5465-40-01	Public Relations	500.00		500.00				0	500.00
100-5475-40-01	Credit Card Fees	15,000.00		15,000.00	14,914.08	4,356.89		99.427	85.92
100-5480-40-01	Contracted Services	3,000.00		3,000.00				0	3,000.00
	Subtotal object - 05	611,307.00		611,307.00	104,729.41	4,356.89	498,732.24	17.132	7,845.35
100-5526-40-01	Data Network	4,320.00		4,320.00	2,495.84			57.774	1,824.16
100-5530-40-01	Travel	5,157.00		5,157.00				0	5,157.00
100-5533-40-01	Mileage Expense	1,283.00		1,283.00	173.06			13.489	1,109.94
100-5536-40-01	Training/Seminars	16,340.00		16,340.00	6,713.39	3,720.19		41.086	9,626.61
	Subtotal object - 05	27,100.00		27,100.00	9,382.29	3,720.19		34.621	17,717.71
100-5620-40-01	Tools & Equipment	1,450.00		1,450.00	542.65	482.77		37.424	907.35
100-5630-40-01	Safety Equipment	1,750.00		1,750.00	1,519.87			86.85	230.13

	Subtotal object - 05	3,200.00		3,200.00	2,062.52	482.77		64.454	1,137.48
100-7145-40-01	Transfer to VERF	31,026.00		31,026.00	20,684.00	2,585.50		66.667	10,342.00
	Subtotal object - 07	31,026.00		31,026.00	20,684.00	2,585.50		66.667	10,342.00
Program number: 1	INSPECTIONS	2,070,054.00	4,737.09	2,074,791.09	1,010,466.85	113,200.27	498,732.24	48.702	565,592.00
100-5110-40-02	Salaries & Wages	163,433.00	4,440.05	167,873.05	93,323.02	17,550.47		55.591	74,550.03
100-5115-40-02	Salaries - Overtime	760.00		760.00	516.49			67.959	243.51
100-5140-40-02	Salaries - Longevity Pay	650.00		650.00	645.00			99.231	5.00
100-5143-40-02	Cell Phone Allowance	765.00		765.00	120.00	60.00		15.686	645.00
100-5145-40-02	Social Security Expense	10,269.00		10,269.00	5,466.15	1,020.54		53.23	4,802.85
100-5150-40-02	Medicare Expense	2,402.00		2,402.00	1,278.38	238.67		53.221	1,123.62
100-5155-40-02	SUTA Expense	486.00		486.00	432.00	54.72		88.889	54.00
100-5160-40-02	Health Insurance	23,059.00		23,059.00	11,866.56	2,002.32		51.462	11,192.44
100-5165-40-02	Dental Insurance	1,161.00		1,161.00	634.98	106.68		54.693	526.02
100-5170-40-02	Life Insurance/AD&D	262.00		262.00	168.84	28.14		64.443	93.16
100-5175-40-02	Liability (TML)/Workers' Comp	691.00		691.00	521.50	107.37		75.47	169.50
100-5180-40-02	TMRS Expense	22,441.00		22,441.00	12,850.33	2,383.10		57.263	9,590.67
100-5185-40-02	Long/Short Term Disability	313.00		313.00	167.01	31.75		53.358	145.99
100-5186-40-02	WELLE-Wellness Prog Reimb Empl	1,050.00		1,050.00	400.00	50.00		38.095	650.00
	Subtotal object - 05	227,742.00	4,440.05	232,182.05	128,390.26	23,633.76		55.297	103,791.79
100-5210-40-02	Office Supplies	850.00		850.00	123.98	106.20		14.586	726.02
100-5220-40-02	Office Equipment	8,327.00		8,327.00	788.90		7,133.58	9.474	404.52
100-5230-40-02	Dues,Fees,& Subscriptions	1,240.00		1,240.00	265.00	170.00		21.371	975.00
100-5240-40-02	Postage and Delivery	850.00		850.00	180.75	24.30		21.265	669.25
100-5280-40-02	Printing and Reproduction	2,500.00		2,500.00	200.00			8	2,300.00
	Subtotal object - 05	13,767.00		13,767.00	1,558.63	300.50	7,133.58	11.321	5,074.79
100-5330-40-02	Copier Expense	50.00		50.00	6.12			12.24	43.88
100-5350-40-02	Vehicle Expense	1,573.00		1,573.00	596.72	126.67		37.935	976.28
100-5352-40-02	Fuel	2,079.00		2,079.00	587.09	30.09		28.239	1,491.91
100-5353-40-02	Oil/Grease/Inspections	225.00		225.00				0	225.00
	Subtotal object - 05	3,927.00		3,927.00	1,189.93	156.76		30.301	2,737.07
100-5400-40-02	Uniform Expense	550.00		550.00	262.84			47.789	287.16
100-5418-40-02	IT Fees	440.00		440.00	(135.96)			-30.9	575.96
100-5419-40-02	IT Licenses	6,140.00		6,140.00	500.00			8.143	5,640.00
100-5430-40-02	Legal Fees	2,250.00		2,250.00	1,461.00	656.00		64.933	789.00
100-5435-40-02	Legal Notices/Filings	250.00		250.00				0	250.00
100-5480-40-02	Contracted Services	115,980.00		115,980.00	60,472.25	200.00	49,736.50	52.14	5,771.25
	Subtotal object - 05	125,610.00		125,610.00	62,560.13	856.00	49,736.50	49.805	13,313.37
100-5520-40-02	Telephones	912.00		912.00	534.37	75.90		58.593	377.63
100-5526-40-02	Data Network	912.00		912.00	456.06			50.007	455.94
100-5530-40-02	Travel	4,075.00		4,075.00	610.55			14.983	3,464.45
100-5533-40-02	Mileage Expense	800.00		800.00				0	800.00
100-5536-40-02	Training/Seminars	3,651.00		3,651.00	228.10			6.248	3,422.90
	Subtotal object - 05	10,350.00		10,350.00	1,829.08	75.90		17.672	8,520.92
100-5620-40-02	Tools & Equipment	400.00		400.00	294.24	180.21		73.56	105.76
100-5630-40-02	Safety Equipment	550.00		550.00				0	550.00
100-5640-40-02	Signs & Hardware	400.00		400.00				0	400.00
	Subtotal object - 05	1,350.00		1,350.00	294.24	180.21		21.796	1,055.76
100-6160-40-02	Capital Expense-Vehicles	23,616.00		23,616.00	24,046.45			101.823	(430.45)
	Subtotal object - 06	23,616.00		23,616.00	24,046.45			101.823	(430.45)
100-7145-40-02	Transfer to VERF	6,077.00		6,077.00	4,051.36	506.42		66.667	2,025.64
	Subtotal object - 07	6,077.00		6,077.00	4,051.36	506.42		66.667	2,025.64
Program number: 2	CODE COMPLIANCE	412,439.00	4,440.05	416,879.05	223,920.08	25,709.55	56,870.08	53.713	136,088.89
100-5110-40-03	Salaries & Wages	383,010.00	17,225.64	400,235.64	260,492.55	30,800.05		65.085	139,743.09
100-5115-40-03	Salaries - Overtime	2,000.00		2,000.00	1,097.20	416.17		54.86	902.80
100-5126-40-03	Salaries-Vacation Buy-Out	5,487.00		5,487.00	3,622.32			66.016	1,864.68
100-5140-40-03	Salaries - Longevity Pay	1,680.00		1,680.00	1,670.00			99.405	10.00

100-5143-40-03	Cell Phone Allowance	2,760.00		2,760.00	1,840.00	230.00		66.667	920.00
100-5145-40-03	Social Security Expense	24,487.00		24,487.00	15,431.74	1,799.48		63.02	9,055.26
100-5150-40-03	Medicare Expense	5,727.00		5,727.00	3,609.05	420.85		63.018	2,117.95
100-5155-40-03	SUTA Expense	810.00		810.00	720.00			88.889	90.00
100-5160-40-03	Health Insurance	57,882.00		57,882.00	41,424.24	4,334.28		71.567	16,457.76
100-5165-40-03	Dental Insurance	2,299.00		2,299.00	1,511.74	187.40		65.756	787.26
100-5170-40-03	Life Insurance/AD&D	544.00		544.00	411.36	51.42		75.618	132.64
100-5175-40-03	Liability (TML)/Workers' Comp	1,044.00		1,044.00	900.97	119.59		86.3	143.03
100-5180-40-03	TMRS Expense	53,514.00		53,514.00	36,296.30	4,245.51		67.826	17,217.70
100-5185-40-03	Long/Short Term Disability	728.00		728.00	465.53	58.51		63.946	262.47
100-5186-40-03	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	1,113.28	139.16		61.849	686.72
	Subtotal object - 05	543,772.00	17,225.64	560,997.64	370,606.28	42,802.42		66.062	190,391.36
100-5210-40-03	Office Supplies	4,643.00		4,643.00	1,382.59	238.26		29.778	3,260.41
100-5220-40-03	Office Equipment	1,631.00		1,631.00	100.40	100.40		6.156	1,530.60
100-5220-40-03-2019-EM	Office Equipment - COVID-19				252.00	252.00		0	(252.00)
100-5230-40-03	Dues,Fees,& Subscriptions	3,200.00		3,200.00	2,943.03	375.94		91.97	256.97
100-5240-40-03	Postage and Delivery	550.00		550.00	199.10	14.50		36.2	350.90
100-5250-40-03	Publications	150.00		150.00				0	150.00
100-5280-40-03	Printing and Reproduction	2,000.00		2,000.00	148.69			7.435	1,851.31
100-5290-40-03	Other Charges and Services	300.00		300.00				0	300.00
	Subtotal object - 05	12,474.00		12,474.00	5,025.81	981.10		40.29	7,448.19
100-5330-40-03	Copier Expense	3,000.00		3,000.00	1,059.21			35.307	1,940.79
	Subtotal object - 05	3,000.00		3,000.00	1,059.21			35.307	1,940.79
100-5400-40-03	Uniform Expense	750.00		750.00	401.90			53.587	348.10
100-5410-40-03	Professional Services	115,830.00		115,830.00	68,185.00	20,200.00	25,000.00	58.866	22,645.00
100-5418-40-03	IT Fees	2,000.00		2,000.00	1,334.59		0.07	66.73	665.34
100-5419-40-03	IT Licenses	15,300.00		15,300.00	15,164.19			99.112	135.81
100-5430-40-03	Legal Fees	15,000.00		15,000.00	18,905.00	2,337.00		126.033	(3,905.00)
100-5435-40-03	Legal Notices/Filings	2,000.00		2,000.00	759.50	(894.00)		37.975	1,240.50
100-5480-40-03	Contracted Services	1,500.00		1,500.00	1,212.53			80.835	287.47
	Subtotal object - 05	152,380.00		152,380.00	105,962.71	21,643.00	25,000.07	69.538	21,417.22
100-5526-40-03	Data Network	3,360.00		3,360.00	1,823.52			54.271	1,536.48
100-5530-40-03	Travel	7,352.00		7,352.00	2,148.97			29.23	5,203.03
100-5533-40-03	Mileage Expense	1,650.00		1,650.00	359.60			21.794	1,290.40
100-5536-40-03	Training/Seminars	4,350.00		4,350.00	377.14	(170.00)		8.67	3,972.86
	Subtotal object - 05	16,712.00		16,712.00	4,709.23	(170.00)		28.179	12,002.77
100-7145-40-03	Transfer to VERF	1,005.00		1,005.00	670.00	83.75		66.667	335.00
	Subtotal object - 07	1,005.00		1,005.00	670.00	83.75		66.667	335.00
Program number: 3	PLANNING	729,343.00	17,225.64	746,568.64	488,033.24	65,340.27	25,000.07	65.37	233,535.33
Department number: 40	DEVELOPMENT SERVICES	3,211,836.00	26,402.78	3,238,238.78	1,722,420.17	204,250.09	580,602.39	53.19	935,216.22
100-5110-50-01	Salaries & Wages	361,096.00	9,458.10	370,554.10	226,162.14	30,711.24		61.034	144,391.96
100-5115-50-01	Salaries - Overtime	14,763.00		14,763.00	8,673.86	540.25		58.754	6,089.14
100-5140-50-01	Salaries - Longevity Pay	2,040.00		2,040.00	1,995.00			97.794	45.00
100-5145-50-01	Social Security Expense	23,430.00		23,430.00	13,715.23	1,789.45		58.537	9,714.77
100-5150-50-01	Medicare Expense	5,480.00		5,480.00	3,207.58	418.49		58.532	2,272.42
100-5155-50-01	SUTA Expense	1,296.00		1,296.00	1,154.68	72.66		89.096	141.32
100-5160-50-01	Health Insurance	67,327.00		67,327.00	43,013.69	6,485.36		63.888	24,313.31
100-5165-50-01	Dental Insurance	2,827.00		2,827.00	1,884.32	287.56		66.654	942.68
100-5170-50-01	Life Insurance/AD&D	748.00		748.00	487.76	75.04		65.209	260.24
100-5175-50-01	Liability (TML)/Workers' Comp	14,841.00		14,841.00	9,998.61	1,441.35		67.372	4,842.39
100-5180-50-01	TMRS Expense	51,206.00		51,206.00	32,182.65	4,244.97		62.849	19,023.35
100-5185-50-01	Long/Short Term Disability	686.00		686.00	373.81	54.03		54.491	312.19
100-5186-50-01	WELLE-Wellness Prog Reimb Empl	2,700.00		2,700.00	800.00	100.00		29.63	1,900.00
	Subtotal object - 05	548,440.00	9,458.10	557,898.10	343,649.33	46,220.40		61.597	214,248.77
100-5210-50-01	Office Supplies	1,300.00		1,300.00	317.33			24.41	982.67
100-5220-50-01	Office Equipment	2,310.00		2,310.00	2,275.89			98.523	34.11

100-5230-50-01	Dues,Fees,& Subscriptions	500.00		500.00	1,765.00			353	(1,265.00)
	Subtotal object - 05	4,110.00		4,110.00	4,358.22			106.039	(248.22)
100-5310-50-01	Rental Expense	36,000.00		36,000.00	16,636.14	2,212.63		46.212	19,363.86
100-5310-50-01-2019-EM	Rental Expense - COVID-19				2,250.00	2,250.00		0	(2,250.00)
100-5320-50-01	Repairs & Maintenance	2,000.00		2,000.00	1,269.45			63.473	730.55
100-5321-50-01	Signal Light Repairs	22,000.00		22,000.00	8,734.89		5,546.25	39.704	7,718.86
100-5340-50-01	Building Repairs	1,000.00		1,000.00				0	1,000.00
100-5350-50-01	Vehicle Expense	10,440.00		10,440.00	10,060.43	791.68		96.364	379.57
100-5351-50-01	Equipment Expense/Repair	4,000.00		4,000.00	7,063.40	1,389.50		176.585	(3,063.40)
100-5352-50-01	Fuel	7,500.00		7,500.00	6,946.47	766.21		92.62	553.53
100-5353-50-01	Oil/Grease/Inspections	1,680.00		1,680.00	80.00			4.762	1,600.00
	Subtotal object - 05	84,620.00		84,620.00	53,040.78	7,410.02	5,546.25	62.681	26,032.97
100-5400-50-01	Uniform Expense	5,900.00		5,900.00	4,635.97			78.576	1,264.03
100-5419-50-01	IT LICENSES	1,000.00		1,000.00				0	1,000.00
100-5430-50-01	Legal Fees	952.00		952.00	76.00			7.983	876.00
100-5480-50-01	Contracted Services	232,850.00	240,381.40	473,231.40	336,131.15	64,044.12	59,245.40	71.029	77,854.85
100-5480-50-01-1924-WA	Fifth Street Water Line				2,625.00			0	(2,625.00)
100-5480-50-01-1941-TR	Contr Svcs-PT/Coit Pole Repair						23,150.00	0	(23,150.00)
100-5485-50-01	Contract Svcs - Annual Street	1,250,000.00	(1,250,000.00)					0	
	Subtotal object - 05	1,490,702.00	(1,009,618.60)	481,083.40	343,468.12	64,044.12	82,395.40	71.395	55,219.88
100-5520-50-01	Telephones	3,000.00		3,000.00	1,620.71	305.21		54.024	1,379.29
100-5523-50-01	Water/Sewer Charges	300.00		300.00	300.00	26.94		100	
100-5525-50-01	Electricity	3,000.00		3,000.00	1,750.00	500.00		58.333	1,250.00
100-5526-50-01	Data Network	300.00		300.00	883.12	49.19		294.373	(583.12)
100-5527-50-01	Electricity - Street Lights	224,000.00		224,000.00	140,234.65	29,104.28		62.605	83,765.35
100-5530-50-01	Travel	500.00		500.00	91.21			18.242	408.79
100-5536-50-01	Training/Seminars	3,800.00		3,800.00	295.00			7.763	3,505.00
	Subtotal object - 05	234,900.00		234,900.00	145,174.69	29,985.62		61.803	89,725.31
100-5620-50-01	Tools & Equipment	9,000.00		9,000.00	3,459.68	660.89		38.441	5,540.32
100-5630-50-01	Safety Equipment	5,000.00		5,000.00	1,846.94	114.75		36.939	3,153.06
100-5640-50-01	Signs & Hardware	55,000.00		55,000.00	29,420.99	3,554.00	(1,795.00)	53.493	27,374.01
100-5650-50-01	Maintenance Materials	100,000.00		100,000.00	57,650.17	3,381.72	15,610.16	57.65	26,739.67
	Subtotal object - 05	169,000.00		169,000.00	92,377.78	7,711.36	13,815.16	54.661	62,807.06
100-6160-50-01	Capital Expense-Vehicles	29,100.00		29,100.00	31,307.95	31,307.95		107.587	(2,207.95)
	Subtotal object - 06	29,100.00		29,100.00	31,307.95	31,307.95		107.587	(2,207.95)
100-7144-50-01	Transfer to Bond Fund		1,250,000.00	1,250,000.00	1,250,000.00			100	
100-7145-50-01	Transfer to VERF	68,244.00		68,244.00	45,496.00	5,687.00		66.667	22,748.00
	Subtotal object - 07	68,244.00	1,250,000.00	1,318,244.00	1,295,496.00	5,687.00		98.274	22,748.00
Program number: 1	STREETS	2,629,116.00	249,839.50	2,878,955.50	2,308,872.87	192,366.47	101,756.81	80.198	468,325.82
100-5212-50-05	BUILDING SUPPLIES	3,000.00		3,000.00	1,068.23	34.93		35.608	1,931.77
100-5212-50-05-2019-EM	Building Supplies - COVID 19				6,473.91	5,875.35		0	(6,473.91)
	Subtotal object - 05	3,000.00		3,000.00	7,542.14	5,910.28		251.405	(4,542.14)
100-5340-50-05	BUILDING REPAIRS	13,000.00		13,000.00	6,295.67	712.31		48.428	6,704.33
	Subtotal object - 05	13,000.00		13,000.00	6,295.67	712.31		48.428	6,704.33
100-5445-50-05-2019-EM	Emergency Management				1,140.57	1,140.57		0	(1,140.57)
100-5480-50-05	CONTRACTED SERVICES	190,780.00		190,780.00	92,315.37	9,623.43	42,515.23	48.388	55,949.40
	Subtotal object - 05	190,780.00		190,780.00	93,455.94	10,764.00	42,515.23	48.986	54,808.83
100-5523-50-05	WATER/SEWER CHARGES	8,000.00		8,000.00	5,619.31	712.88		70.241	2,380.69
100-5525-50-05	ELECTRICITY	120,000.00		120,000.00	45,330.43	12,718.17		37.775	74,669.57
	Subtotal object - 05	128,000.00		128,000.00	50,949.74	13,431.05		39.804	77,050.26
Program number: 5	FACILITIES MANAGEMENT	334,780.00		334,780.00	158,243.49	30,817.64	42,515.23	47.268	134,021.28
Department number: 50	PUBLIC WORKS	2,963,896.00	249,839.50	3,213,735.50	2,467,116.36	223,184.11	144,272.04	76.768	602,347.10
100-5110-60-01	Salaries & Wages	326,600.00	11,619.80	338,219.80	219,591.01	26,167.54		64.926	118,628.79
100-5115-60-01	Salaries - Overtime	500.00		500.00	1,986.53	63.16		397.306	(1,486.53)
100-5126-60-01	Salaries-Vacation Buy-Out	3,598.00		3,598.00	3,700.12			102.838	(102.12)
100-5140-60-01	Salaries - Longevity Pay	850.00		850.00	810.00			95.294	40.00

100-5143-60-01	Cell Phone Allowance	2,940.00		2,940.00	2,160.00	270.00		73.469	780.00
100-5145-60-01	Social Security Expense	20,739.00		20,739.00	14,093.14	1,710.31		67.955	6,645.86
100-5150-60-01	Medicare Expense	4,851.00		4,851.00	3,295.95	399.97		67.944	1,555.05
100-5155-60-01	SUTA Expense	648.00		648.00	720.00	11.45		111.111	(72.00)
100-5160-60-01	Health Insurance	37,372.00		37,372.00	24,057.76	2,373.98		64.374	13,314.24
100-5165-60-01	Dental Insurance	1,758.00		1,758.00	1,141.46	140.62		64.929	616.54
100-5170-60-01	Life Insurance/AD&D	451.00		451.00	237.12	29.64		52.576	213.88
100-5175-60-01	Liability (TML)/Workers' Comp	635.00		635.00	2,335.28	311.62		367.761	(1,700.28)
100-5180-60-01	TMRS Expense	45,324.00		45,324.00	30,709.66	3,562.24		67.756	14,614.34
100-5185-60-01	Long/Short Term Disability	621.00		621.00	389.64	49.70		62.744	231.36
100-5186-60-01	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	659.08	78.32		27.462	1,740.92
100-5190-60-01	Contract Labor				10,930.50	2,646.00		0	(10,930.50)
	Subtotal object - 05	449,287.00	11,619.80	460,906.80	316,817.25	37,814.55		68.738	144,089.55
100-5210-60-01	Office Supplies	2,000.00		2,000.00	1,306.53	378.20		65.326	693.47
100-5212-60-01	Building Supplies	1,000.00		1,000.00	110.23			11.023	889.77
100-5220-60-01	Office Equipment	3,210.00		3,210.00	99.95			3.114	3,110.05
100-5230-60-01	Dues,Fees,& Subscriptions	2,160.00		2,160.00	784.07	55.00		36.3	1,375.93
100-5240-60-01	Postage and Delivery	50.00		50.00	50.10			100.2	(0.10)
100-5280-60-01	Printing and Reproduction	200.00		200.00	391.74	58.25		195.87	(191.74)
	Subtotal object - 05	8,620.00		8,620.00	2,742.62	491.45		31.817	5,877.38
100-5320-60-01	Repairs & Maintenance	20,000.00		20,000.00	542.00			2.71	19,458.00
100-5330-60-01	Copier Expense	2,800.00		2,800.00	666.44			23.801	2,133.56
100-5340-60-01	Building Repairs	5,000.00		5,000.00				0	5,000.00
100-5350-60-01	Vehicle Expense				200.16	46.31		0	(200.16)
100-5352-60-01	Fuel	525.00		525.00	124.72			23.756	400.28
100-5353-60-01	Oil/Grease/Inspections	220.00		220.00				0	220.00
	Subtotal object - 05	28,545.00		28,545.00	1,533.32	46.31		5.372	27,011.68
100-5400-60-01	Uniform Expense	750.00		750.00	648.45			86.46	101.55
100-5410-60-01	Professional Services		8,760.00	8,760.00	650.00		8,360.00	7.42	(250.00)
100-5410-60-01-1921-PK	Prof Svcs. Town Hall Open Spac		9,177.80	9,177.80	7,301.46	1,876.35	1,876.34	79.556	
100-5419-60-01	IT Licenses	850.00		850.00				0	850.00
100-5430-60-01	Legal Fees	7,500.00		7,500.00	5,605.00	950.00		74.733	1,895.00
100-5435-60-01	Legal Notices/Filings	500.00		500.00	86.00			17.2	414.00
100-5480-60-01	Contracted Services	108,500.00	15,000.00	123,500.00	57,855.00	2,100.00	20,540.00	46.846	45,105.00
	Subtotal object - 05	118,100.00	32,937.80	151,037.80	72,145.91	4,926.35	30,776.34	47.767	48,115.55
100-5520-60-01	Telephones				253.54	36.07		0	(253.54)
100-5523-60-01	Water/Sewer Charges	1,560.00		1,560.00	492.19	58.58		31.551	1,067.81
100-5524-60-01	GAS	2,000.00		2,000.00	597.94	103.99		29.897	1,402.06
100-5525-60-01	Electricity	5,300.00		5,300.00	2,088.63	482.25		39.408	3,211.37
100-5526-60-01	Data Network	2,500.00		2,500.00	238.41			9.536	2,261.59
100-5530-60-01	Travel	5,915.00		5,915.00	1,303.79			22.042	4,611.21
100-5533-60-01	Mileage Expense	2,000.00		2,000.00	816.53			40.827	1,183.47
100-5536-60-01	Training/Seminars	5,230.00		5,230.00	1,163.11			22.239	4,066.89
	Subtotal object - 05	24,505.00		24,505.00	6,954.14	680.89		28.378	17,550.86
100-5601-60-01	Event - Prosper Christmas	66,000.00		66,000.00	47,070.78			71.319	18,929.22
	Subtotal object - 05	66,000.00		66,000.00	47,070.78			71.319	18,929.22
100-5995-60-01	Recreation Activities	50,000.00		50,000.00				0	50,000.00
	Subtotal object - 05	50,000.00		50,000.00				0	50,000.00
100-6110-60-01	Capital Expenditure	162,927.00	(162,927.00)					0	
100-6160-60-01	Capital Expense-Vehicles	23,800.00		23,800.00	23,626.45		30.00	99.271	143.55
	Subtotal object - 06	186,727.00	(162,927.00)	23,800.00	23,626.45		30.00	99.271	143.55
100-7144-60-01	Transfer to Bond Fund		147,927.00	147,927.00	147,927.00			100	
100-7145-60-01	Transfer to VERF	657.00		657.00	438.00	54.75		66.667	219.00
	Subtotal object - 07	657.00	147,927.00	148,584.00	148,365.00	54.75		99.853	219.00
Program number: 1	PARKS ADMINISTRATION	932,441.00	29,557.60	961,998.60	619,255.47	44,014.30	30,806.34	64.372	311,936.79
100-5110-60-02	Salaries & Wages	921,751.00	29,753.99	951,504.99	608,721.03	68,343.80		63.975	342,783.96

100-5115-60-02	Salaries - Overtime	16,117.00		16,117.00	7,008.16	283.75		43.483	9,108.84
100-5126-60-02	Salaries-Vacation Buy-Out	12,472.00		12,472.00	8,598.32	4,243.60		68.941	3,873.68
100-5140-60-02	Salaries - Longevity Pay	5,545.00		5,545.00	6,420.00			115.78	(875.00)
100-5143-60-02	Cell Phone Allowance	9,540.00		9,540.00	6,510.00	800.00		68.239	3,030.00
100-5145-60-02	Social Security Expense	59,857.00		59,857.00	36,844.99	4,255.73		61.555	23,012.01
100-5150-60-02	Medicare Expense	14,000.00		14,000.00	8,616.98	995.30		61.55	5,383.02
100-5155-60-02	SUTA Expense	3,402.00		3,402.00	2,987.86	80.24		87.827	414.14
100-5160-60-02	Health Insurance	222,911.00		222,911.00	132,121.90	14,324.92		59.271	90,789.10
100-5165-60-02	Dental Insurance	8,156.00		8,156.00	5,060.16	642.12		62.042	3,095.84
100-5170-60-02	Life Insurance/AD&D	2,288.00		2,288.00	1,458.59	178.22		63.75	829.41
100-5175-60-02	Liability (TML)/Workers' Comp	17,210.00		17,210.00	15,179.97	1,947.33		88.204	2,030.03
100-5180-60-02	TMRS Expense	130,816.00		130,816.00	85,924.46	9,932.45		65.683	44,891.54
100-5185-60-02	Long/Short Term Disability	1,753.00		1,753.00	1,043.44	117.83		59.523	709.56
100-5186-60-02	WELLE-Wellness Prog Reimb Empl	7,050.00		7,050.00	3,681.44	484.96		52.219	3,368.56
	Subtotal object - 05	1,432,868.00	29,753.99	1,462,621.99	930,177.30	106,630.25		63.597	532,444.69
100-5210-60-02	Office Supplies	550.00		550.00	109.86			19.975	440.14
100-5212-60-02	Building Supplies	20,200.00		20,200.00	5,156.57	2,436.34		25.528	15,043.43
100-5213-60-02	Custodial Supplies	5,500.00		5,500.00	1,661.01			30.2	3,838.99
100-5220-60-02	Office Equipment	3,461.00		3,461.00				0	3,461.00
100-5230-60-02	Dues,Fees,& Subscriptions	3,306.00		3,306.00	1,703.17			51.518	1,602.83
100-5240-60-02	Postage and Delivery				15.10	7.75		0	(15.10)
	Subtotal object - 05	33,017.00		33,017.00	8,645.71	2,444.09		26.186	24,371.29
100-5310-60-02	Rental Expense	38,000.00		38,000.00	26,973.00	2,901.00	7,182.00	70.982	3,845.00
100-5320-60-02	Repairs & Maintenance	48,410.00	(5,000.00)	43,410.00	27,138.55	7,602.88		62.517	16,271.45
100-5322-60-02	Irrigation Repairs	10,200.00		10,200.00	5,091.46	969.66		49.916	5,108.54
100-5323-60-02	Field Maintenance	51,150.00		51,150.00	25,864.12	440.00	3,060.00	50.565	22,225.88
100-5324-60-02	Landscape Maintenance	15,000.00	10,000.00	25,000.00	14,008.82	(1,126.65)		56.035	10,991.18
100-5330-60-02	Copier Expense	237.00		237.00	51.35			21.667	185.65
100-5350-60-02	Vehicle Expense	8,000.00		8,000.00	5,502.64	1,299.75		68.783	2,497.36
100-5351-60-02	Equipment Expense/Repair	4,000.00		4,000.00	3,880.97	1,837.40		97.024	119.03
100-5352-60-02	Fuel	15,920.00		15,920.00	8,071.02	939.43		50.697	7,848.98
100-5353-60-02	Oil/Grease/Inspections	1,800.00		1,800.00	1,418.54	664.96		78.808	381.46
100-5355-60-02	Chemicals/Fertilizer	131,335.00	(5,000.00)	126,335.00	38,245.77	8,160.59	15,000.00	30.273	73,089.23
	Subtotal object - 05	324,052.00		324,052.00	156,246.24	23,689.02	25,242.00	48.216	142,563.76
100-5400-60-02	Uniform Expense	13,435.00		13,435.00	6,474.72	81.58		48.193	6,960.28
100-5480-60-02	Contracted Services	338,132.00		338,132.00	139,003.52	34,662.25	96,507.00	41.109	102,621.48
	Subtotal object - 05	351,567.00		351,567.00	145,478.24	34,743.83	96,507.00	41.38	109,581.76
100-5520-60-02	Telephones	3,165.00		3,165.00	2,069.75	333.04		65.395	1,095.25
100-5523-60-02	Water/Sewer Charges	179,788.00		179,788.00	72,048.70	10,365.25		40.074	107,739.30
100-5525-60-02	Electricity	158,857.00		158,857.00	81,855.90	15,858.71		51.528	77,001.10
100-5526-60-02	Data Network	550.00		550.00	227.94			41.444	322.06
100-5530-60-02	Travel	5,805.00		5,805.00	279.30			4.811	5,525.70
100-5533-60-02	Mileage Expense	450.00		450.00				0	450.00
100-5536-60-02	Training/Seminars	4,320.00		4,320.00	2,870.85			66.455	1,449.15
	Subtotal object - 05	352,935.00		352,935.00	159,352.44	26,557.00		45.151	193,582.56
100-5600-60-02	Special Events				3,965.16	79.85		0	(3,965.16)
100-5620-60-02	Tools & Equipment	4,350.00		4,350.00	3,296.09	1,092.48		75.772	1,053.91
100-5630-60-02	Safety Equipment	4,345.00		4,345.00	3,612.54	1,992.93		83.142	732.46
100-5640-60-02	Signs & Hardware	5,400.00		5,400.00	2,233.53			41.362	3,166.47
100-5640-60-02-2019-EM	Sinfs & Hardware - COVID-19				510.00			0	(510.00)
	Subtotal object - 05	14,095.00		14,095.00	13,617.32	3,165.26		96.611	477.68
100-6120-60-02	Capital Expense-Park Impr	80,000.00	15,000.00	95,000.00	74,594.00		14,460.00	78.52	5,946.00
100-6140-60-02	Capital Expense-Equipment	39,000.00		39,000.00	27,125.00	27,125.00	5,040.00	69.551	6,835.00
100-6160-60-02	Capital Expense-Vehicles	23,689.00		23,689.00	23,656.45		(125.70)	99.863	158.25
	Subtotal object - 06	142,689.00	15,000.00	157,689.00	125,375.45	27,125.00	19,374.30	79.508	12,939.25
100-7145-60-02	Transfer to VERF	230,113.00		230,113.00	153,408.64	19,176.08		66.667	76,704.36

	Subtotal object - 07	230,113.00		230,113.00	153,408.64	19,176.08		66.667	76,704.36
Program number: 2	PARKS OPERATIONS	2,881,336.00	44,753.99	2,926,089.99	1,692,301.34	243,530.53	141,123.30	57.835	1,092,665.35
100-5110-60-03	Salaries & Wages	94,787.00	4,287.04	99,074.04	60,132.91	7,089.76		60.695	38,941.13
100-5140-60-03	Salaries - Longevity Pay	70.00		70.00	65.00			92.857	5.00
100-5145-60-03	Social Security Expense	5,882.00		5,882.00	3,707.99	436.99		63.04	2,174.01
100-5150-60-03	Medicare Expense	1,376.00		1,376.00	867.19	102.19		63.023	508.81
100-5155-60-03	SUTA Expense	324.00		324.00	288.00			88.889	36.00
100-5160-60-03	Health Insurance	23,418.00		23,418.00	4,955.56	529.76		21.161	18,462.44
100-5165-60-03	Dental Insurance	875.00		875.00	544.32	68.04		62.208	330.68
100-5170-60-03	Life Insurance/AD&D	226.00		226.00	150.08	18.76		66.407	75.92
100-5175-60-03	Liability (TML)/Workers' Comp	942.00		942.00	1,311.68	171.10		139.244	(369.68)
100-5180-60-03	TMRS Expense	12,854.00		12,854.00	8,179.44	965.26		63.633	4,674.56
100-5185-60-03	Long/Short Term Disability	181.00		181.00	107.59	13.48		59.442	73.41
100-5186-60-03	WELLE-Wellness Prog Reimb Empl	600.00		600.00	195.80	39.16		32.633	404.20
	Subtotal object - 05	141,535.00	4,287.04	145,822.04	80,505.56	9,434.50		55.208	65,316.48
100-5210-60-03	Office Supplies	225.00		225.00	161.37			71.72	63.63
100-5220-60-03	Office Equipment	3,700.00		3,700.00	3,756.75			101.534	(56.75)
100-5230-60-03	Dues,Fees,& Subscriptions				40.00			0	(40.00)
100-5240-60-03	Postage and Delivery	3,700.00		3,700.00				0	3,700.00
100-5260-60-03	Advertising	1,900.00		1,900.00	449.00			23.632	1,451.00
100-5280-60-03	Printing and Reproduction	4,000.00		4,000.00				0	4,000.00
	Subtotal object - 05	13,525.00		13,525.00	4,407.12			32.585	9,117.88
100-5475-60-03	Credit Card Fees	4,000.00		4,000.00	1,565.03	65.89		39.126	2,434.97
	Subtotal object - 05	4,000.00		4,000.00	1,565.03	65.89		39.126	2,434.97
100-5520-60-03	Telephones	650.00		650.00				0	650.00
	Subtotal object - 05	650.00		650.00				0	650.00
100-5600-60-03	Special Events	33,130.00		33,130.00	12,637.76	7,365.75	7,250.00	38.146	13,242.24
	Subtotal object - 05	33,130.00		33,130.00	12,637.76	7,365.75	7,250.00	38.146	13,242.24
100-5995-60-03	Recreation Activities	84,400.00		84,400.00	15,312.92	1,132.40		18.143	69,087.08
	Subtotal object - 05	84,400.00		84,400.00	15,312.92	1,132.40		18.143	69,087.08
Program number: 3	RECREATION	277,240.00	4,287.04	281,527.04	114,428.39	17,998.54	7,250.00	40.646	159,848.65
100-5110-60-05	Salaries & Wages	344,753.00	26,461.51	371,214.51	182,780.25	15,161.06		49.238	188,434.26
100-5126-60-05	Salaries-Vacation Buy-Out	4,412.00		4,412.00	4,500.64	2,294.44		102.009	(88.64)
100-5140-60-05	Salaries - Longevity Pay	455.00		455.00	405.00			89.011	50.00
100-5145-60-05	Social Security Expense	21,677.00		21,677.00	11,281.86	1,054.57		52.045	10,395.14
100-5150-60-05	Medicare Expense	5,070.00		5,070.00	2,638.51	246.63		52.042	2,431.49
100-5155-60-05	SUTA Expense	2,430.00		2,430.00	1,001.90	67.31		41.23	1,428.10
100-5160-60-05	Health Insurance	40,284.00		40,284.00	14,631.50	1,555.32		36.321	25,652.50
100-5165-60-05	Dental Insurance	1,723.00		1,723.00	837.12	104.64		48.585	885.88
100-5170-60-05	Life Insurance/AD&D	446.00		446.00	162.08	20.26		36.341	283.92
100-5175-60-05	Liability (TML)/Workers' Comp	723.00		723.00	518.23	56.57		71.678	204.77
100-5180-60-05	TMRS Expense	28,521.00		28,521.00	17,412.36	1,814.97		61.051	11,108.64
100-5185-60-05	Long/Short Term Disability	391.00		391.00	219.55	20.80		56.151	171.45
100-5186-60-05	WELLE-Wellness Prog Reimb Empl	600.00		600.00	391.60	156.64		65.267	208.40
	Subtotal object - 05	451,485.00	26,461.51	477,946.51	236,780.60	22,553.21		49.541	241,165.91
100-5210-60-05	Office Supplies	4,500.00		4,500.00	3,422.78	220.44		76.062	1,077.22
100-5220-60-05	Office Equipment				1,132.45			0	(1,132.45)
100-5220-60-05-2019-EM	Office Equipment - COVID-19				2,211.50	2,211.50		0	(2,211.50)
100-5230-60-05	Dues,Fees,& Subscriptions	6,488.00		6,488.00	3,932.48	3,151.36		60.612	2,555.52
100-5240-60-05	Postage and Delivery	500.00		500.00	314.20	44.26		62.84	185.80
100-5280-60-05	Printing and Reproduction	1,400.00		1,400.00	564.26			40.304	835.74
100-5281-60-05	Book Purchases	41,000.00		41,000.00	22,016.73	1,994.84	10,159.26	53.699	8,824.01
100-5282-60-05	DVD Purchases	2,000.00		2,000.00	1,687.12	17.96		84.356	312.88
100-5283-60-05	Audiobook Purchases	1,500.00		1,500.00	716.47			47.765	783.53
100-5284-60-05	Other Collect. Item Purchases	2,000.00		2,000.00	999.00			49.95	1,001.00
100-5290-60-05	Other Charges and Services	2,000.00		2,000.00	2,151.63	271.33		107.582	(151.63)

	Subtotal object - 05	61,388.00		61,388.00	39,148.62	7,911.69	10,159.26	63.772	12,080.12
100-5330-60-05	Copier Expense	1,854.00		1,854.00	644.57			34.766	1,209.43
	Subtotal object - 05	1,854.00		1,854.00	644.57			34.766	1,209.43
100-5400-60-05	Uniform Expense	1,300.00		1,300.00	912.30			70.177	387.70
100-5430-60-05	Legal Fees	250.00		250.00	570.00	95.00		228	(320.00)
100-5480-60-05	Contracted Services	8,100.00		8,100.00	5,500.00			67.901	2,600.00
	Subtotal object - 05	9,650.00		9,650.00	6,982.30	95.00		72.355	2,667.70
100-5520-60-05	Telephones	450.00		450.00	253.67	43.73		56.371	196.33
100-5530-60-05	Travel	3,500.00		3,500.00	1,644.27			46.979	1,855.73
100-5533-60-05	Mileage Expense	750.00		750.00	252.48			33.664	497.52
100-5536-60-05	Training/Seminars	1,250.00		1,250.00	1,394.51			111.561	(144.51)
	Subtotal object - 05	5,950.00		5,950.00	3,544.93	43.73		59.579	2,405.07
100-5600-60-05	Special Events	3,000.00		3,000.00	2,395.56	435.79		79.852	604.44
	Subtotal object - 05	3,000.00		3,000.00	2,395.56	435.79		79.852	604.44
100-7145-60-05	Transfer to VERF	6,794.00		6,794.00	4,529.36	566.17		66.667	2,264.64
	Subtotal object - 07	6,794.00		6,794.00	4,529.36	566.17		66.667	2,264.64
Program number: 5	LIBRARY	540,121.00	26,461.51	566,582.51	294,025.94	31,605.59	10,159.26	51.895	262,397.31
Department number: 60	COMMUNITY SERVICES	4,631,138.00	105,060.14	4,736,198.14	2,720,011.14	337,148.96	189,338.90	57.43	1,826,848.10
100-5110-98-01	Salaries & Wages	1,049,961.00	15,831.62	1,065,792.62	605,403.55	74,373.44		56.803	460,389.07
100-5115-98-01	Salaries - Overtime	700.00		700.00	484.44	111.47		69.206	215.56
100-5126-98-01	Salaries-Vacation Buy-Out	14,190.00		14,190.00	12,460.70	6,028.86		87.813	1,729.30
100-5140-98-01	Salaries - Longevity Pay	2,285.00		2,285.00	1,910.00			83.589	375.00
100-5143-98-01	Cell Phone Allowance	935.00		935.00	600.00	60.00		64.171	335.00
100-5145-98-01	Social Security Expense	66,221.00		66,221.00	33,831.80	4,638.72		51.089	32,389.20
100-5150-98-01	Medicare Expense	15,487.00		15,487.00	8,401.78	1,084.87		54.251	7,085.22
100-5155-98-01	SUTA Expense	1,782.00		1,782.00	1,588.57			89.145	193.43
100-5160-98-01	Health Insurance	155,093.00		155,093.00	57,121.68	6,785.12		36.831	97,971.32
100-5165-98-01	Dental Insurance	5,316.00		5,316.00	2,466.21	345.86		46.392	2,849.79
100-5170-98-01	Life Insurance/AD&D	1,202.00		1,202.00	806.23	108.40		67.074	395.77
100-5175-98-01	Liability (TML)/Workers' Comp	11,964.00		11,964.00	4,397.87	338.86		36.759	7,566.13
100-5180-98-01	TMRS Expense	144,724.00		144,724.00	84,283.49	10,942.19		58.237	60,440.51
100-5185-98-01	Long/Short Term Disability	1,997.00		1,997.00	1,074.65	141.33		53.813	922.35
100-5186-98-01	WELLE-Wellness Prog Reimb Empl	5,350.00		5,350.00	2,050.00	300.00		38.318	3,300.00
	Subtotal object - 05	1,477,207.00	15,831.62	1,493,038.62	816,880.97	105,259.12		54.713	676,157.65
100-5210-98-01	Office Supplies	2,775.00		2,775.00	1,422.69	273.50		51.268	1,352.31
100-5220-98-01	Office Equipment	6,410.00	3,824.96	10,234.96	7,050.64		643.94	68.888	2,540.38
100-5230-98-01	Dues,Fees,& Subscriptions	2,175.00		2,175.00	2,752.00	1,544.00		126.529	(577.00)
100-5240-98-01	Postage and Delivery	280.00		280.00	183.85	22.75		65.661	96.15
100-5250-98-01	Publications	400.00		400.00				0	400.00
100-5280-98-01	Printing and Reproduction	100.00		100.00	136.83			136.83	(36.83)
100-5290-98-01	Other Charges and Services				411.31	89.93		0	(411.31)
	Subtotal object - 05	12,140.00	3,824.96	15,964.96	11,957.32	1,930.18	643.94	74.897	3,363.70
100-5330-98-01	Copier Expense	1,075.00		1,075.00	1,052.16			97.875	22.84
100-5350-98-01	Vehicle Expense	870.00		870.00	1,426.49	145.77		163.964	(556.49)
100-5352-98-01	Fuel	2,700.00		2,700.00	1,658.31	117.87		61.419	1,041.69
	Subtotal object - 05	4,645.00		4,645.00	4,136.96	263.64		89.063	508.04
100-5400-98-01	Uniform Expense	900.00		900.00	1,694.18			188.242	(794.18)
100-5410-98-01	Professional Services	40,719.00	1,060.00	41,779.00	4,058.89		5,577.00	9.715	32,143.11
100-5410-98-01-1831-ST	First/BNSF RR Overpass		27,407.00	27,407.00	11,510.19	305.01	16,661.06	41.997	(764.25)
100-5410-98-01-1832-ST	Prosper Trl/BNSF RR Overpass		36,452.51	36,452.51	41,690.33	381.00	11,182.00	114.369	(16,419.82)
100-5410-98-01-1942-TR	Traffic Signal Warrant Study		20,000.00	20,000.00	18,431.85		16,568.15	92.159	(15,000.00)
100-5419-98-01	IT Licenses	11,830.00		11,830.00	7,059.52			59.675	4,770.48
100-5430-98-01	Legal Fees	11,000.00		11,000.00	8,516.65	3,403.00		77.424	2,483.35
100-5435-98-01	Legal Notices/Filings	2,400.00		2,400.00	1,409.60	334.00		58.733	990.40
100-5480-98-01	Contracted Services	150,000.00		150,000.00				0	150,000.00
	Subtotal object - 05	216,849.00	84,919.51	301,768.51	94,371.21	4,423.01	49,988.21	31.273	157,409.09

100-5520-98-01	Telephones		4,995.00		4,995.00	1,347.95	238.29		26.986	3,647.05
100-5526-98-01	Data Network					1,259.64			0	(1,259.64)
100-5530-98-01	Travel		3,850.00		3,850.00	571.11			14.834	3,278.89
100-5533-98-01	Mileage Expense		1,275.00		1,275.00	657.56	162.50		51.573	617.44
100-5536-98-01	Training/Seminars		5,100.00		5,100.00	2,324.40			45.576	2,775.60
	Subtotal object - 05		15,220.00		15,220.00	6,160.66	400.79		40.477	9,059.34
100-5620-98-01	Tools & Equipment		200.00		200.00	227.63			113.815	(27.63)
100-5630-98-01	Safety Equipment		200.00		200.00	360.00			180	(160.00)
	Subtotal object - 05		400.00		400.00	587.63			146.908	(187.63)
100-7145-98-01	Transfer to VERF		8,332.00		8,332.00	5,554.64	694.33		66.666	2,777.36
	Subtotal object - 07		8,332.00		8,332.00	5,554.64	694.33		66.666	2,777.36
Program number: 1	ENGINEERING		1,734,793.00	104,576.09	1,839,369.09	939,649.39	112,971.07	50,632.15	51.085	849,087.55
Department number: 98	ENGINEERING		1,734,793.00	104,576.09	1,839,369.09	939,649.39	112,971.07	50,632.15	51.085	849,087.55
	Expense	Subtotal - - - - - -	29,865,198.00	1,609,828.54	31,475,026.54	19,340,392.47	2,410,488.62	1,813,605.05	61.447	10,321,029.02
Fund number: 100	GENERAL		(447,622.00)	1,190,156.54	742,534.54	(8,406,621.25)	43,178.06	1,813,605.05		7,335,550.74
120-4120-20-01	Sales Taxes		(1,338,204.00)		(1,338,204.00)	(987,029.96)	(138,885.85)		73.758	(351,174.04)
	Subtotal object - 04		(1,338,204.00)		(1,338,204.00)	(987,029.96)	(138,885.85)		73.758	(351,174.04)
120-4610-20-01	Interest Income		(5,000.00)		(5,000.00)	(286.35)	243.49		5.727	(4,713.65)
	Subtotal object - 04		(5,000.00)		(5,000.00)	(286.35)	243.49		5.727	(4,713.65)
Program number: 1	OPERATIONS		(1,343,204.00)		(1,343,204.00)	(987,316.31)	(138,642.36)		73.505	(355,887.69)
Department number: 20	POLICE		(1,343,204.00)		(1,343,204.00)	(987,316.31)	(138,642.36)		73.505	(355,887.69)
	Revenue	Subtotal - - - - - -	(1,343,204.00)		(1,343,204.00)	(987,316.31)	(138,642.36)		73.505	(355,887.69)
120-5110-20-01	Salaries & Wages		825,126.00	18,951.00	844,077.00	513,500.62	66,874.50		60.836	330,576.38
120-5115-20-01	Salaries - Overtime		135,636.00		135,636.00	27,914.38	1,694.09		20.58	107,721.62
120-5126-20-01	Salaries-Vacation Buy-Out		2,742.00		2,742.00	5,978.80	3,116.00		218.045	(3,236.80)
120-5127-20-01	Salaries-Certification Pay		17,220.00		17,220.00	10,531.65	1,246.08		61.159	6,688.35
120-5140-20-01	Salaries - Longevity Pay		3,055.00		3,055.00	2,880.00			94.272	175.00
120-5145-20-01	Social Security Expense		51,993.00		51,993.00	33,320.25	4,303.99		64.086	18,672.75
120-5150-20-01	Medicare Expense		12,160.00		12,160.00	7,792.64	1,006.58		64.084	4,367.36
120-5155-20-01	SUTA Expense		1,944.00		1,944.00	1,440.00			74.074	504.00
120-5160-20-01	Health Insurance		115,788.00		115,788.00	59,672.75	8,872.62		51.536	56,115.25
120-5165-20-01	Dental Insurance		5,280.00		5,280.00	2,991.18	436.28		56.651	2,288.82
120-5170-20-01	Life Insurance/AD&D		4,502.00		4,502.00	2,578.95	375.12		57.285	1,923.05
120-5175-20-01	Liability (TML) Workers' Comp		15,179.00		15,179.00	12,762.69	1,890.78		84.081	2,416.31
120-5180-20-01	TMRS Expense		113,629.00		113,629.00	76,051.94	9,885.42		66.93	37,577.06
120-5185-20-01	Long/Short Term Disability		1,550.00		1,550.00	889.36	126.52		57.378	660.64
120-5186-20-01	WELLE-Wellness Prog Reimb Empl		2,400.00		2,400.00	727.44	78.32		30.31	1,672.56
120-5191-20-01	Hiring Cost					22.00			0	(22.00)
	Subtotal object - 05		1,308,204.00	18,951.00	1,327,155.00	759,054.65	99,906.30		57.194	568,100.35
120-5410-20-01	Professional Services					242.59			0	(242.59)
	Subtotal object - 05					242.59			0	(242.59)
Program number: 1	OPERATIONS		1,308,204.00	18,951.00	1,327,155.00	759,297.24	99,906.30		57.212	567,857.76
Department number: 20	POLICE		1,308,204.00	18,951.00	1,327,155.00	759,297.24	99,906.30		57.212	567,857.76
	Expense	Subtotal - - - - - -	1,308,204.00	18,951.00	1,327,155.00	759,297.24	99,906.30		57.212	567,857.76
Fund number: 120	POLICE SPD		(35,000.00)	18,951.00	(16,049.00)	(228,019.07)	(38,736.06)			211,970.07
130-4120-30-01	Sales Taxes		(1,338,204.00)		(1,338,204.00)	(985,883.50)	(139,421.90)		73.672	(352,320.50)
	Subtotal object - 04		(1,338,204.00)		(1,338,204.00)	(985,883.50)	(139,421.90)		73.672	(352,320.50)
130-4610-30-01	Interest Income		(5,000.00)		(5,000.00)				0	(5,000.00)
	Subtotal object - 04		(5,000.00)		(5,000.00)				0	(5,000.00)
Program number: 1	OPERATIONS		(1,343,204.00)		(1,343,204.00)	(985,883.50)	(139,421.90)		73.398	(357,320.50)
Department number: 30	FIRE		(1,343,204.00)		(1,343,204.00)	(985,883.50)	(139,421.90)		73.398	(357,320.50)
	Revenue	Subtotal - - - - - -	(1,343,204.00)		(1,343,204.00)	(985,883.50)	(139,421.90)		73.398	(357,320.50)
130-5110-30-01	Salaries & Wages		816,877.00	18,070.00	834,947.00	544,610.13	64,763.04		65.227	290,336.87
130-5115-30-01	Salaries - Overtime		134,415.00		134,415.00	3,825.00	(61,985.98)		2.846	130,590.00
130-5116-30-01	Salaries - FLSA Overtime					2,872.61	(6,205.65)		0	(2,872.61)
130-5127-30-01	Salaries-Certification Pay		11,280.00		11,280.00	6,966.99	803.08		61.764	4,313.01

130-5140-30-01	Salaries - Longevity Pay	2,090.00		2,090.00	1,830.00		87.56	260.00
130-5145-30-01	Social Security Expense	50,883.00		50,883.00	31,560.90	(564.73)	62.026	19,322.10
130-5150-30-01	Medicare Expense	11,901.00		11,901.00	7,381.17	(132.08)	62.021	4,519.83
130-5155-30-01	SUTA Expense	1,944.00		1,944.00	1,728.00		88.889	216.00
130-5160-30-01	Health Insurance	141,558.00		141,558.00	104,415.86	11,544.22	73.762	37,142.14
130-5165-30-01	Dental Insurance	4,869.00		4,869.00	3,443.05	444.44	70.714	1,425.95
130-5170-30-01	Life Insurance/AD&D	4,502.00		4,502.00	3,000.96	375.12	66.658	1,501.04
130-5175-30-01	Liability (TML) Workers' Comp	12,147.00		12,147.00	14,458.95	2,132.08	119.033	(2,311.95)
130-5180-30-01	TMRS Expense	111,204.00		111,204.00	76,184.34	(311.02)	68.509	35,019.66
130-5185-30-01	Long/Short Term Disability	1,534.00		1,534.00	942.85	116.37	61.463	591.15
130-5186-30-01	WELLE-Wellness Prog Reimb Empl	3,000.00		3,000.00	2,385.30	328.32	79.51	614.70
	Subtotal object - 05	1,308,204.00	18,070.00	1,326,274.00	805,606.11	11,307.21	60.742	520,667.89
130-5410-30-01	Professional Services				242.59		0	(242.59)
	Subtotal object - 05				242.59		0	(242.59)
Program number: 1	OPERATIONS	1,308,204.00	18,070.00	1,326,274.00	805,848.70	11,307.21	60.76	520,425.30
Department number: 30	FIRE	1,308,204.00	18,070.00	1,326,274.00	805,848.70	11,307.21	60.76	520,425.30
	Expense Subtotal - - - - - -	1,308,204.00	18,070.00	1,326,274.00	805,848.70	11,307.21	60.76	520,425.30
Fund number: 130	FIRE SPD	(35,000.00)	18,070.00	(16,930.00)	(180,034.80)	(128,114.69)		163,104.80
150-4015-10-00	Water Impact Fees	(100,000.00)		(100,000.00)	(294,810.00)		294.81	194,810.00
150-4020-10-00	Wastewater Impact Fees	(50,000.00)		(50,000.00)	(189,442.00)		378.884	139,442.00
150-4040-10-00	East Thoroughfare Impact Fees	(200,000.00)		(200,000.00)	(1,100,052.96)		550.026	900,052.96
	Subtotal object - 04	(350,000.00)		(350,000.00)	(1,584,304.96)		452.659	1,234,304.96
150-4110-10-00	Property Taxes (Town)	(387,624.00)		(387,624.00)	(386,349.34)		99.671	(1,274.66)
150-4111-10-00	Property Taxes (County)	(110,960.00)		(110,960.00)	(92,846.44)		83.676	(18,113.56)
150-4120-10-00	Sales Taxes (Town)	(495,372.00)		(495,372.00)	(352,957.04)	(36,308.29)	71.251	(142,414.96)
150-4121-10-00	Sales Taxes (PEDC)	(415,259.00)		(415,259.00)	(295,601.51)	(30,408.19)	71.185	(119,657.49)
	Subtotal object - 04	(1,409,215.00)		(1,409,215.00)	(1,127,754.33)	(66,716.48)	80.027	(281,460.67)
150-4610-10-00	Interest Income	(7,500.00)		(7,500.00)	(19,562.08)	4,355.92	260.828	12,062.08
	Subtotal object - 04	(7,500.00)		(7,500.00)	(19,562.08)	4,355.92	260.828	12,062.08
150-4805-10-00	380 Rollback Taxes				(28,839.78)		0	28,839.78
	Subtotal object - 04				(28,839.78)		0	28,839.78
Program number:	DEFAULT PROGRAM	(1,766,715.00)		(1,766,715.00)	(2,760,461.15)	(62,360.56)	156.248	993,746.15
Department number: 10	ADMINISTRATION	(1,766,715.00)		(1,766,715.00)	(2,760,461.15)	(62,360.56)	156.248	993,746.15
	Revenue Subtotal - - - - - -	(1,766,715.00)		(1,766,715.00)	(2,760,461.15)	(62,360.56)	156.248	993,746.15
150-5820-10-00	Town Ad Valorem Tax Rebate	1,766,715.00		1,766,715.00			0	1,766,715.00
	Subtotal object - 05	1,766,715.00		1,766,715.00			0	1,766,715.00
Program number:	DEFAULT PROGRAM	1,766,715.00		1,766,715.00			0	1,766,715.00
Department number: 10	ADMINISTRATION	1,766,715.00		1,766,715.00			0	1,766,715.00
	Expense Subtotal - - - - - -	1,766,715.00		1,766,715.00			0	1,766,715.00
Fund number: 150	TIRZ #1 - BLUE STAR				(2,760,461.15)	(62,360.56)	0	2,760,461.15
160-4041-10-00	W Thoro Impact Fee	(325,500.00)		(325,500.00)			0	(325,500.00)
	Subtotal object - 04	(325,500.00)		(325,500.00)			0	(325,500.00)
160-4110-10-00	Property Taxes (Town)	(12,633.00)		(12,633.00)	(12,632.58)		99.997	(0.42)
160-4111-10-00	Property Taxes (County)	(3,616.00)		(3,616.00)	(3,137.06)		86.755	(478.94)
160-4120-10-00	Sales Taxes (Town)	(150.00)		(150.00)	(8.02)	(0.40)	5.347	(141.98)
160-4121-10-00	Sales Taxes (PEDC)	(150.00)		(150.00)	(8.02)	(0.40)	5.347	(141.98)
	Subtotal object - 04	(16,549.00)		(16,549.00)	(15,785.68)	(0.80)	95.388	(763.32)
160-4610-10-00	Interest Income	(500.00)		(500.00)	(347.25)	63.12	69.45	(152.75)
	Subtotal object - 04	(500.00)		(500.00)	(347.25)	63.12	69.45	(152.75)
Program number:	DEFAULT PROGRAM	(342,549.00)		(342,549.00)	(16,132.93)	62.32	4.71	(326,416.07)
Department number: 10	ADMINISTRATION	(342,549.00)		(342,549.00)	(16,132.93)	62.32	4.71	(326,416.07)
	Revenue Subtotal - - - - - -	(342,549.00)		(342,549.00)	(16,132.93)	62.32	4.71	(326,416.07)
160-5810-10-00	W Thoro Impact Fee Rebate	342,549.00		342,549.00			0	342,549.00
	Subtotal object - 05	342,549.00		342,549.00			0	342,549.00
Program number:	DEFAULT PROGRAM	342,549.00		342,549.00			0	342,549.00
Department number: 10	ADMINISTRATION	342,549.00		342,549.00			0	342,549.00

	Expense Subtotal - - - - - -	342,549.00		342,549.00				0	342,549.00
Fund number: 160	TIRZ #2 - MATTHEWS SOUTHWEST				(16,132.93)	62.32		0	16,132.93
200-4000-10-08	W/S Service Initiation	(82,400.00)		(82,400.00)	(62,200.00)	(7,820.00)		75.485	(20,200.00)
200-4007-10-08	Sanitation	(1,377,830.00)		(1,377,830.00)	(906,418.20)	(121,647.94)		65.786	(471,411.80)
200-4009-10-08	Late Fee-W/S	(112,200.00)		(112,200.00)	(50,189.99)	13.02		44.733	(62,010.01)
	Subtotal object - 04	(1,572,430.00)		(1,572,430.00)	(1,018,808.19)	(129,454.92)		64.792	(553,621.81)
Program number: 8	UTILITY BILLING	(1,572,430.00)		(1,572,430.00)	(1,018,808.19)	(129,454.92)		64.792	(553,621.81)
200-4200-10-99	T-Mobile Fees	(39,795.00)		(39,795.00)	(49,600.48)	(6,200.06)		124.64	9,805.48
200-4201-10-99	Tierone Converged Network	(22,777.00)		(22,777.00)	(15,184.00)	(3,796.00)		66.664	(7,593.00)
200-4205-10-99	Rise Broadband	(27,376.00)		(27,376.00)	(9,520.20)	(1,140.66)		34.776	(17,855.80)
200-4206-10-99	Verizon Antennae Lease	(66,805.00)		(66,805.00)	(55,270.00)	(2,883.75)		82.733	(11,535.00)
	Subtotal object - 04	(156,753.00)		(156,753.00)	(129,574.68)	(14,020.47)		82.662	(27,178.32)
200-4930-10-99	Insurance Proceeds				(4,641.48)			0	4,641.48
	Subtotal object - 04				(4,641.48)			0	4,641.48
Program number: 99	NON-DEPARTMENTAL	(156,753.00)		(156,753.00)	(134,216.16)	(14,020.47)		85.623	(22,536.84)
Department number: 10	ADMINISTRATION	(1,729,183.00)		(1,729,183.00)	(1,153,024.35)	(143,475.39)		66.68	(576,158.65)
200-4005-50-02	Water Revenue	(12,823,413.00)		(12,823,413.00)	(6,577,869.64)	(1,075,561.68)		51.296	(6,245,543.36)
200-4010-50-02	Connection Tap & Construction	(800,000.00)		(800,000.00)	(599,401.00)	(72,525.00)		74.925	(200,599.00)
200-4012-50-02	Saturday Inspection Fee	(2,500.00)		(2,500.00)	(7,950.00)	(150.00)		318	5,450.00
200-4018-50-02	Internet Cr. Card Fees				(60,845.49)	(7,228.09)		0	60,845.49
200-4019-50-02	Cr. Card Pmt Fees				(18,751.96)	(2,190.56)		0	18,751.96
200-4060-50-02	NSF Fees	(1,675.00)		(1,675.00)	(1,250.00)	(125.00)		74.627	(425.00)
	Subtotal object - 04	(13,627,588.00)		(13,627,588.00)	(7,266,068.09)	(1,157,780.33)		53.319	(6,361,519.91)
200-4243-50-02	Backflow Prevention Inspection	(51,758.00)		(51,758.00)	(33,350.00)	(3,525.00)		64.434	(18,408.00)
	Subtotal object - 04	(51,758.00)		(51,758.00)	(33,350.00)	(3,525.00)		64.434	(18,408.00)
200-4610-50-02	Interest Income	(142,024.00)		(142,024.00)	(87,921.51)	9,866.20		61.906	(54,102.49)
	Subtotal object - 04	(142,024.00)		(142,024.00)	(87,921.51)	9,866.20		61.906	(54,102.49)
200-4910-50-02	Other Revenue	(2,351,275.00)		(2,351,275.00)	(109,523.87)	(11,067.05)		4.658	(2,241,751.13)
	Subtotal object - 04	(2,351,275.00)		(2,351,275.00)	(109,523.87)	(11,067.05)		4.658	(2,241,751.13)
Program number: 2	WATER	(16,172,645.00)		(16,172,645.00)	(7,496,863.47)	(1,162,506.18)		46.355	(8,675,781.53)
200-4006-50-03	Sewer	(6,751,798.00)		(6,751,798.00)	(4,522,075.13)	(552,959.09)		66.976	(2,229,722.87)
200-4010-50-03	Connection Tap & Construction	(300,000.00)		(300,000.00)	(266,200.00)	(31,600.00)		88.733	(33,800.00)
	Subtotal object - 04	(7,051,798.00)		(7,051,798.00)	(4,788,275.13)	(584,559.09)		67.901	(2,263,522.87)
Program number: 3	WASTEWATER	(7,051,798.00)		(7,051,798.00)	(4,788,275.13)	(584,559.09)		67.901	(2,263,522.87)
Department number: 50	PUBLIC WORKS	(23,224,443.00)		(23,224,443.00)	(12,285,138.60)	(1,747,065.27)		52.897	(10,939,304.40)
	Revenue Subtotal - - - - - -	(24,953,626.00)		(24,953,626.00)	(13,438,162.95)	(1,890,540.66)		53.853	(11,515,463.05)
200-5110-10-08	Salaries & Wages	196,018.00	3,327.83	199,345.83	126,142.52	14,919.78		63.278	73,203.31
200-5115-10-08	Salaries - Overtime	3,500.00		3,500.00	864.11	35.72		24.689	2,635.89
200-5140-10-08	Salaries - Longevity Pay	1,550.00		1,550.00	765.00			49.355	785.00
200-5143-10-08	Cell Phone Allowance				300.00	120.00		0	(300.00)
200-5145-10-08	Social Security Expense	12,467.00		12,467.00	7,642.01	893.00		61.298	4,824.99
200-5150-10-08	Medicare Expense	2,916.00		2,916.00	1,787.26	208.85		61.291	1,128.74
200-5155-10-08	SUTA Expense	648.00		648.00	577.67			89.147	70.33
200-5160-10-08	Health Insurance	28,078.00		28,078.00	20,323.80	2,259.60		72.383	7,754.20
200-5165-10-08	Dental Insurance	1,712.00		1,712.00	1,115.16	138.66		65.138	596.84
200-5170-10-08	Life Insurance/AD&D	451.00		451.00	300.00	37.50		66.519	151.00
200-5175-10-08	Liability (TML)/Workers' Comp	376.00		376.00	309.92	40.59		82.426	66.08
200-5180-10-08	TMRS Expense	26,771.00		26,771.00	17,401.41	2,037.05		65.001	9,369.59
200-5185-10-08	Long/Short Term Disability	373.00		373.00	223.88	28.34		60.021	149.12
200-5186-10-08	WELLE-Wellness Prog Reimb-Empl	1,200.00		1,200.00	713.28	89.16		59.44	486.72
	Subtotal object - 05	276,060.00	3,327.83	279,387.83	178,466.02	20,808.25		63.878	100,921.81
200-5210-10-08	Office Supplies	2,562.00		2,562.00	2,568.27	668.96		100.245	(6.27)
200-5220-10-08	Office Equipment	2,324.00		2,324.00	2,878.74	952.74	276.00	123.87	(830.74)
200-5230-10-08	Dues,Fees,& Subscriptions	100.00		100.00				0	100.00
200-5240-10-08	Postage and Delivery	44,000.00		44,000.00	39,815.36	12,476.06		90.489	4,184.64
200-5280-10-08	Printing and Reproduction	4,330.00		4,330.00				0	4,330.00

200-5290-10-08	Other Charges and Services	600.00		600.00	422.98	137.10		70.497	177.02
	Subtotal object - 05	53,916.00		53,916.00	45,685.35	14,234.86	276.00	84.734	7,954.65
200-5330-10-08	Copier Expense	3,276.00		3,276.00	844.75			25.786	2,431.25
	Subtotal object - 05	3,276.00		3,276.00	844.75			25.786	2,431.25
200-5400-10-08	Uniform Expense	225.00		225.00	210.53			93.569	14.47
200-5418-10-08	IT Fees	8,000.00		8,000.00	5,689.50	362.50		71.119	2,310.50
200-5419-10-08	IT Licenses	10,300.00		10,300.00			16,400.00	0	(6,100.00)
200-5430-10-08	Legal Fees	2,500.00		2,500.00	152.00			6.08	2,348.00
200-5470-10-08	Trash Collection	1,375,000.00		1,375,000.00	762,508.99	120,726.70		55.455	612,491.01
200-5475-10-08	CREDIT CARD FEES	126,000.00		126,000.00	93,426.11	10,875.96		74.148	32,573.89
200-5479-10-08	Household Haz. Waste Disposal	7,800.00		7,800.00	2,220.00	(30.00)		28.462	5,580.00
200-5480-10-08	Contracted Services	33,963.00		33,963.00	6,668.55	939.24	38,500.00	19.635	(11,205.55)
	Subtotal object - 05	1,563,788.00		1,563,788.00	870,875.68	132,874.40	54,900.00	55.69	638,012.32
200-5520-10-08	Telephones	500.00		500.00				0	500.00
200-5530-10-08	Travel	1,735.00		1,735.00		(263.92)		0	1,735.00
200-5533-10-08	Mileage Expense	265.00		265.00				0	265.00
200-5536-10-08	Training/Seminars	1,050.00		1,050.00				0	1,050.00
	Subtotal object - 05	3,550.00		3,550.00		(263.92)		0	3,550.00
200-5600-10-08	Special Events	900.00		900.00	698.00			77.556	202.00
	Subtotal object - 05	900.00		900.00	698.00			77.556	202.00
200-7145-10-08	Transfer to VERF	1,438.00		1,438.00	958.64	119.83		66.665	479.36
200-7147-10-08	Transfer to GF	43,494.00		43,494.00	28,996.00	3,624.50		66.667	14,498.00
	Subtotal object - 07	44,932.00		44,932.00	29,954.64	3,744.33		66.667	14,977.36
Program number: 8	UTILITY BILLING	1,946,422.00	3,327.83	1,949,749.83	1,126,524.44	171,397.92	55,176.00	57.778	768,049.39
200-5110-10-99	Salaries & Wages	(36,777.00)	(19,903.00)	(56,680.00)				0	(56,680.00)
200-5176-10-99	TML-Prop & Liab Insurance	60,000.00		60,000.00	76,033.79			126.723	(16,033.79)
	Subtotal object - 05	23,223.00	(19,903.00)	3,320.00	76,033.79				(72,713.79)
200-5295-10-99	General Fund Franchise Fee	339,271.00		339,271.00	226,180.64	28,272.58		66.667	113,090.36
	Subtotal object - 05	339,271.00		339,271.00	226,180.64	28,272.58		66.667	113,090.36
200-5410-10-99	Professional Services	25,000.00		25,000.00	19,668.75	11,647.50	5,211.25	78.675	120.00
200-5415-10-99	Tuition Reimbursement	7,233.00		7,233.00	1,136.42	275.94		15.712	6,096.58
200-5480-10-99	Contracted Services	5,800.00		5,800.00				0	5,800.00
	Subtotal object - 05	38,033.00		38,033.00	20,805.17	11,923.44	5,211.25	54.703	12,016.58
200-5930-10-99	Damage Claims Expense				8,941.92			0	(8,941.92)
	Subtotal object - 05				8,941.92			0	(8,941.92)
200-6186-10-99	2013 Bond Payment	225,000.00		225,000.00			225,000.00	0	
200-6193-10-99	2012 CO Bond Payment	298,800.00		298,800.00	298,800.00			100	
	Subtotal object - 06	523,800.00		523,800.00	298,800.00		225,000.00	57.045	
200-6200-10-99	Bond Issuance Costs				440.00	440.00		0	(440.00)
200-6201-10-99	2014 GO Bond Payment	385,000.00		385,000.00			385,000.00	0	
200-6202-10-99	2014 CO Bond Payment	505,000.00		505,000.00			505,000.00	0	
200-6203-10-99	2015 GO Debt payment	324,900.00		324,900.00	324,900.00			100	
200-6205-10-99	2016 GO Bond Payment	68,500.00		68,500.00	68,500.00			100	
200-6209-10-99	2018 GO Bond Payment	330,000.00		330,000.00				0	330,000.00
200-6210-10-99	2018 CO Bond Payment				330,000.00			0	(330,000.00)
200-6211-10-99	2019 CO Debt Payment	327,247.00		327,247.00	327,247.00			100	
200-6299-10-99	Bond Interest Expense	1,465,790.00		1,465,790.00	817,824.25		647,965.75	55.794	
	Subtotal object - 06	3,406,437.00		3,406,437.00	1,868,911.25	440.00	1,537,965.75	54.864	(440.00)
200-7000-10-99	Contingency	50,000.00		50,000.00	3,750.00		15,562.50	7.5	30,687.50
	Subtotal object - 07	50,000.00		50,000.00	3,750.00		15,562.50	7.5	30,687.50
Program number: 99	NON-DEPARTMENTAL	4,380,764.00	(19,903.00)	4,360,861.00	2,503,422.77	40,636.02	1,783,739.50	57.407	73,698.73
Department number: 10	ADMINISTRATION	6,327,186.00	(16,575.17)	6,310,610.83	3,629,947.21	212,033.94	1,838,915.50	57.521	841,748.12
200-5110-50-02	Salaries & Wages	1,186,709.00	29,787.39	1,216,496.39	773,509.36	89,550.61		63.585	442,987.03
200-5115-50-02	Salaries - Overtime	38,400.00		38,400.00	46,751.67	3,371.00		121.749	(8,351.67)
200-5126-50-02	Salaries-Vacation Buy-Out	1,822.00		1,822.00	1,727.20	1,727.20		94.797	94.80
200-5140-50-02	Salaries - Longevity Pay	4,955.00		4,955.00	4,685.00			94.551	270.00

200-5143-50-02	Cell Phone Allowance				240.00	60.00		0	(240.00)
200-5145-50-02	Social Security Expense	76,377.00		76,377.00	49,069.37	5,576.94		64.246	27,307.63
200-5150-50-02	Medicare Expense	17,863.00		17,863.00	11,535.14	1,304.28		64.576	6,327.86
200-5155-50-02	SUTA Expense	4,050.00		4,050.00	3,392.04	57.23		83.754	657.96
200-5160-50-02	Health Insurance	183,134.00		183,134.00	114,019.10	12,950.70		62.26	69,114.90
200-5165-50-02	Dental Insurance	7,981.00		7,981.00	5,588.52	746.18		70.023	2,392.48
200-5170-50-02	Life Insurance/AD&D	2,432.00		2,432.00	1,654.77	202.42		68.042	777.23
200-5175-50-02	Liability (TML)/Workers' Comp	25,487.00		25,487.00	22,011.53	2,859.45		86.364	3,475.47
200-5180-50-02	TMRS Expense	166,921.00		166,921.00	112,571.48	12,865.17		67.44	54,349.52
200-5185-50-02	Long/Short Term Disability	2,255.00		2,255.00	1,341.30	164.93		59.481	913.70
200-5186-50-02	WELLE-Wellness Prog Reimb-Empl	7,650.00		7,650.00	2,924.46	367.48		38.228	4,725.54
	Subtotal object - 05	1,726,036.00	29,787.39	1,755,823.39	1,151,020.94	131,803.59		65.554	604,802.45
200-5210-50-02	Office Supplies	2,900.00		2,900.00	1,831.73	907.88		63.163	1,068.27
200-5212-50-02	Building Supplies	3,800.00		3,800.00	3,105.34	1,238.73		81.719	694.66
200-5220-50-02	Office Equipment	12,230.00		12,230.00	7,317.65			59.834	4,912.35
200-5230-50-02	Dues,Fees,& Subscriptions	16,500.00		16,500.00	28,676.38	517.85		173.796	(12,176.38)
200-5240-50-02	Postage and Delivery	1,000.00		1,000.00	181.55	46.90		18.155	818.45
200-5260-50-02	Advertising				238.76			0	(238.76)
200-5280-50-02	Printing and Reproduction	1,500.00		1,500.00	466.02			31.068	1,033.98
200-5290-50-02	Other Charges and Services				61.48			0	(61.48)
	Subtotal object - 05	37,930.00		37,930.00	41,878.91	2,711.36		110.411	(3,948.91)
200-5310-50-02	Rental Expense	10,000.00		10,000.00	6,875.88			68.759	3,124.12
200-5320-50-02	Repairs & Maintenance	3,600.00		3,600.00				0	3,600.00
200-5330-50-02	Copier Expense	1,700.00		1,700.00	778.12			45.772	921.88
200-5340-50-02	Building Repairs	35,000.00		35,000.00	845.71			2.416	34,154.29
200-5350-50-02	Vehicle Expense	23,629.00		23,629.00	18,345.23	1,101.01		77.639	5,283.77
200-5351-50-02	Equipment Expense/Repair	11,700.00		11,700.00	7,451.27	688.17		63.686	4,248.73
200-5352-50-02	Fuel	24,300.00		24,300.00	19,166.89	1,606.36		78.876	5,133.11
200-5353-50-02	Oil/Grease/Inspections	1,380.00		1,380.00	25.50			1.848	1,354.50
	Subtotal object - 05	111,309.00		111,309.00	53,488.60	3,395.54		48.054	57,820.40
200-5400-50-02	Uniform Expense	17,750.00		17,750.00	13,522.64	185.00		76.184	4,227.36
200-5410-50-02	Professional Services	6,000.00		6,000.00				0	6,000.00
200-5419-50-02	IT Licenses	41,240.00		41,240.00	30,249.00		22,500.00	73.349	(11,509.00)
200-5430-50-02	Legal Fees	500.00		500.00	284.99	19.00		56.998	215.01
200-5480-50-02	Contracted Services	205,578.00		205,578.00	61,570.07	3,373.90	30,949.00	29.95	113,058.93
	Subtotal object - 05	271,068.00		271,068.00	105,626.70	3,577.90	53,449.00	38.967	111,992.30
200-5520-50-02	Telephones	10,160.00		10,160.00	7,142.99	1,017.39		70.305	3,017.01
200-5523-50-02	Water/Sewer Charges	6,000.00		6,000.00	4,519.08	241.64		75.318	1,480.92
200-5524-50-02	Gas	2,000.00		2,000.00	608.36			30.418	1,391.64
200-5525-50-02	Electricity	309,000.00		309,000.00	166,234.25	24,219.44		53.797	142,765.75
200-5526-50-02	Data Network	4,000.00		4,000.00	4,990.40	100.00		124.76	(990.40)
200-5530-50-02	Travel	2,300.00		2,300.00	384.80	(263.92)		16.73	1,915.20
200-5533-50-02	Mileage Expense	100.00		100.00				0	100.00
200-5536-50-02	Training/Seminars	22,200.00		22,200.00	10,849.96	(525.00)		48.874	11,350.04
200-5540-50-02	Water Testing	13,225.00		13,225.00	9,073.61	5,172.44		68.61	4,151.39
200-5545-50-02	Meter Purchases	422,900.00	190,000.00	612,900.00	200,307.37	1,776.67	447,677.81	32.682	(35,085.18)
200-5550-50-02	Water Purchases	5,690,642.00	(100,000.00)	5,590,642.00	3,036,976.24	433,854.00		54.322	2,553,665.76
	Subtotal object - 05	6,482,527.00	90,000.00	6,572,527.00	3,441,087.06	465,592.66	447,677.81	52.356	2,683,762.13
200-5600-50-02	Special Events	8,000.00		8,000.00	1,096.34	327.08		13.704	6,903.66
200-5620-50-02	Tools & Equipment	14,000.00		14,000.00	7,336.59	418.45		52.404	6,663.41
200-5630-50-02	Safety Equipment	12,500.00		12,500.00	6,585.05	180.00		52.68	5,914.95
200-5640-50-02	Signs & Hardware	1,000.00		1,000.00	1,156.93	1,156.93		115.693	(156.93)
200-5650-50-02	Maintenance Materials	7,000.00		7,000.00	3,360.47	1,095.16		48.007	3,639.53
200-5660-50-02	Chemical Supplies	17,800.00		17,800.00	18,164.18	4,395.40		102.046	(364.18)
200-5670-50-02	System Improvements	206,000.00	(122,126.75)	83,873.25	60,147.25	1,148.19		71.712	23,726.00
	Subtotal object - 05	266,300.00	(122,126.75)	144,173.25	97,846.81	8,721.21		67.868	46,326.44

200-6110-50-02	Capital Expenditure		32,126.75	32,126.75	43,632.34			135.813	(11,505.59)
200-6160-50-02	Capital Expense-Vehicles	81,736.00		81,736.00	83,313.45			101.93	(1,577.45)
	Subtotal object - 06	81,736.00	32,126.75	113,862.75	126,945.79			111.49	(13,083.04)
200-7145-50-02	Transfer to VERF	225,192.00		225,192.00	150,128.00	18,766.00		66.667	75,064.00
200-7147-50-02	Transfer to GF	640,504.00		640,504.00	427,002.64	53,375.33		66.667	213,501.36
	Subtotal object - 07	865,696.00		865,696.00	577,130.64	72,141.33		66.667	288,565.36
Program number: 2	WATER	9,842,602.00	29,787.39	9,872,389.39	5,595,025.45	687,943.59	501,126.81	56.673	3,776,237.13
200-5110-50-03	Salaries & Wages	557,709.00	18,925.61	576,634.61	312,173.67	42,026.81		54.137	264,460.94
200-5115-50-03	Salaries - Overtime	25,700.00		25,700.00	18,114.68	1,437.03		70.485	7,585.32
200-5126-50-03	Salaries-Vacation Buy-Out	2,210.00		2,210.00	4,066.60	2,906.60		184.009	(1,856.60)
200-5140-50-03	Salaries - Longevity Pay	1,990.00		1,990.00	1,825.00			91.709	165.00
200-5143-50-03	Cell Phone Allowance				180.00	60.00		0	(180.00)
200-5145-50-03	Social Security Expense	36,432.00		36,432.00	19,281.91	2,615.87		52.926	17,150.09
200-5150-50-03	Medicare Expense	8,520.00		8,520.00	4,509.49	611.77		52.928	4,010.51
200-5155-50-03	SUTA Expense	2,268.00		2,268.00	1,929.11	119.59		85.058	338.89
200-5160-50-03	Health Insurance	136,252.00		136,252.00	72,314.62	8,299.00		53.074	63,937.38
200-5165-50-03	Dental Insurance	5,041.00		5,041.00	2,820.60	402.50		55.953	2,220.40
200-5170-50-03	Life Insurance/AD&D	1,423.00		1,423.00	828.11	121.94		58.195	594.89
200-5175-50-03	Liability (TML)/Workers' Comp	11,208.00		11,208.00	9,000.85	1,332.01		80.307	2,207.15
200-5180-50-03	TMRS Expense	79,621.00		79,621.00	45,680.25	6,297.39		57.372	33,940.75
200-5185-50-03	Long/Short Term Disability	1,060.00		1,060.00	528.18	76.43		49.828	531.82
200-5186-50-03	WELLE-Wellness Prog Reimb-Empl	3,300.00		3,300.00	1,113.28	139.16		33.736	2,186.72
	Subtotal object - 05	872,734.00	18,925.61	891,659.61	494,366.35	66,446.10		55.443	397,293.26
200-5210-50-03	Office Supplies	2,300.00		2,300.00	709.97			30.868	1,590.03
200-5212-50-03	Building Supplies	600.00		600.00	1,073.81			178.968	(473.81)
200-5220-50-03	Office Equipment	500.00		500.00	132.45			26.49	367.55
200-5230-50-03	Dues,Fees,& Subscriptions	19,800.00		19,800.00	1,169.50			5.907	18,630.50
200-5240-50-03	Postage and Delivery	900.00		900.00	14.98			1.664	885.02
200-5280-50-03	Printing and Reproduction				50.00			0	(50.00)
	Subtotal object - 05	24,100.00		24,100.00	3,150.71			13.073	20,949.29
200-5310-50-03	Rental Expense	12,000.00		12,000.00	12,302.12	1,804.20		102.518	(302.12)
200-5335-50-03	Radio/Video Repairs	500.00		500.00				0	500.00
200-5340-50-03	Building Repairs	1,000.00		1,000.00	825.20			82.52	174.80
200-5350-50-03	Vehicle Expense	16,000.00		16,000.00	11,996.74	1,021.45		74.98	4,003.26
200-5351-50-03	Equipment Expense/Repair	3,000.00		3,000.00	10,443.05			348.102	(7,443.05)
200-5352-50-03	Fuel	16,200.00		16,200.00	8,905.95	697.17		54.975	7,294.05
200-5353-50-03	Oil/Grease/Inspections	1,180.00		1,180.00	40.00			3.39	1,140.00
	Subtotal object - 05	49,880.00		49,880.00	44,513.06	3,522.82		89.24	5,366.94
200-5400-50-03	Uniform Expense	11,900.00		11,900.00	7,196.40	180.00		60.474	4,703.60
200-5419-50-03	IT Licenses	13,100.00		13,100.00				0	13,100.00
200-5430-50-03	Legal Fees	500.00		500.00				0	500.00
200-5480-50-03	Contracted Services	104,465.00	2,405.34	106,870.34	2,848.34		69,844.50	2.665	34,177.50
	Subtotal object - 05	129,965.00	2,405.34	132,370.34	10,044.74	180.00	69,844.50	7.588	52,481.10
200-5520-50-03	Telephones	3,850.00		3,850.00	2,251.25	281.33		58.474	1,598.75
200-5523-50-03	Water/Sewer Charges	550.00		550.00	441.19	39.62		80.216	108.81
200-5524-50-03	Gas	600.00		600.00	313.50			52.25	286.50
200-5525-50-03	Electricity	45,000.00		45,000.00	21,067.71	4,170.30		46.817	23,932.29
200-5526-50-03	Data Network	900.00		900.00	227.94			25.327	672.06
200-5530-50-03	Travel	1,000.00		1,000.00				0	1,000.00
200-5533-50-03	Mileage Expense	200.00		200.00				0	200.00
200-5536-50-03	Training/Seminars	10,800.00		10,800.00	9,725.00			90.046	1,075.00
200-5560-50-03	Sewer Management Fees	3,441,392.00		3,441,392.00	2,086,721.96	251,849.71		60.636	1,354,670.04
	Subtotal object - 05	3,504,292.00		3,504,292.00	2,120,748.55	256,340.96		60.519	1,383,543.45
200-5620-50-03	Tools & Equipment	9,000.00		9,000.00	8,855.09			98.39	144.91
200-5630-50-03	Safety Equipment	11,000.00		11,000.00	3,762.36	185.00		34.203	7,237.64
200-5650-50-03	Maintenance Materials	2,000.00		2,000.00	1,763.42			88.171	236.58

200-5660-50-03	Chemical Supplies	1,000.00		1,000.00	1,103.53			110.353	(103.53)
200-5670-50-03	System Improvements	145,000.00		145,000.00	7,036.90	142.44	89,056.00	4.853	48,907.10
200-5680-50-03	Lift Station Expense	20,000.00		20,000.00	46,010.54	11,991.50	25,970.00	230.053	(51,980.54)
	Subtotal object - 05	188,000.00		188,000.00	68,531.84	12,318.94	115,026.00	36.453	4,442.16
200-5930-50-03	Damage Claims Expense				1,000.00			0	(1,000.00)
	Subtotal object - 05				1,000.00			0	(1,000.00)
200-6140-50-03	Capital Expense-Equipment	103,000.00	4,810.66	107,810.66	99,102.62	7,717.00		91.923	8,708.04
200-6160-50-03	Capital Expense-Vehicles	200,000.00		200,000.00			199,752.24	0	247.76
	Subtotal object - 06	303,000.00	4,810.66	307,810.66	99,102.62	7,717.00	199,752.24	32.196	8,955.80
200-7145-50-03	Transfer to VERF	85,599.00		85,599.00	57,066.00	7,133.25		66.667	28,533.00
200-7147-50-03	Transfer to GF	208,917.00		208,917.00	139,278.00	17,409.75		66.667	69,639.00
	Subtotal object - 07	294,516.00		294,516.00	196,344.00	24,543.00		66.667	98,172.00
Program number: 3	WASTEWATER	5,366,487.00	26,141.61	5,392,628.61	3,037,801.87	371,068.82	384,622.74	56.332	1,970,204.00
200-5110-50-98	Salaries & Wages	214,858.00	9,192.17	224,050.17	133,639.17	12,990.00		59.647	90,411.00
200-5115-50-98	Salaries - Overtime				9,685.06	465.28		0	(9,685.06)
200-5126-50-98	Salaries-Vacation Buy-Out	4,311.00		4,311.00	1,286.00			29.831	3,025.00
200-5140-50-98	Salaries - Longevity	920.00		920.00	915.00			99.457	5.00
200-5145-50-98	Social Security Expense	13,646.00		13,646.00	8,422.13	758.60		61.719	5,223.87
200-5150-50-98	Medicare Expense	3,192.00		3,192.00	1,969.68	177.41		61.707	1,222.32
200-5155-50-98	SUTA Expense	648.00		648.00	576.00			88.889	72.00
200-5160-50-98	Health Insurance	38,936.00		38,936.00	23,337.73	2,475.70		59.939	15,598.27
200-5165-50-98	Dental Insurance	1,339.00		1,339.00	904.64	111.54		67.561	434.36
200-5170-50-98	Life Insurance/ADD	902.00		902.00	243.88	28.14		27.038	658.12
200-5175-50-98	Liability (TML)/Workers Comp	7,848.00		7,848.00	2,412.52	165.98		30.741	5,435.48
200-5180-50-98	TMRS Expense	29,822.00		29,822.00	19,818.14	1,835.38		66.455	10,003.86
200-5185-50-98	Long/Short Term Disability	409.00		409.00	235.11	24.66		57.484	173.89
200-5186-50-98	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	808.74	100.00		44.93	991.26
	Subtotal object - 05	318,631.00	9,192.17	327,823.17	204,253.80	19,132.69		62.306	123,569.37
200-5210-50-98	Office Supplies	400.00		400.00	384.40	73.02		96.1	15.60
200-5220-50-98	Office Equipment	1,600.00		1,600.00				0	1,600.00
200-5230-50-98	Dues, Fees, & Subscriptions	400.00		400.00				0	400.00
200-5240-50-98	Postage and Delivery	100.00		100.00				0	100.00
200-5280-50-98	Printing and Reproduction	100.00		100.00				0	100.00
	Subtotal object - 05	2,600.00		2,600.00	384.40	73.02		14.785	2,215.60
200-5330-50-98	Copier Expense	800.00		800.00				0	800.00
200-5350-50-98	Vehicle Expense	2,560.00		2,560.00	2,839.59	337.79		110.921	(279.59)
200-5352-50-98	Fuel	5,600.00		5,600.00	2,779.57	191.44		49.635	2,820.43
200-5353-50-98	Oil/Grease/Inspections	800.00		800.00				0	800.00
	Subtotal object - 05	9,760.00		9,760.00	5,619.16	529.23		57.573	4,140.84
200-5400-50-98	Uniform Expense	5,660.00		5,660.00	1,497.02			26.449	4,162.98
200-5480-50-98	Contracted Services	25,000.00		25,000.00	48.00			0.192	24,952.00
	Subtotal object - 05	30,660.00		30,660.00	1,545.02			5.039	29,114.98
200-5520-50-98	Telephones	1,200.00		1,200.00				0	1,200.00
200-5526-50-98	Data Network	200.00		200.00				0	200.00
200-5530-50-98	Travel	1,000.00		1,000.00				0	1,000.00
200-5536-50-98	Training/Seminars	1,600.00		1,600.00	94.80			5.925	1,505.20
	Subtotal object - 05	4,000.00		4,000.00	94.80			2.37	3,905.20
200-5620-50-98	Tools & Equipment	1,000.00		1,000.00	1,263.60	587.22		126.36	(263.60)
200-5630-50-98	Safety Equipment	2,000.00		2,000.00	1,237.13			61.857	762.87
	Subtotal object - 05	3,000.00		3,000.00	2,500.73	587.22		83.358	499.27
200-6610-50-98	CONSTRUCTION	3,051,275.00	(3,051,275.00)					0	
	Subtotal object - 06	3,051,275.00	(3,051,275.00)					0	
200-7144-50-98	Transfer to Capital Projects		3,051,275.00	3,051,275.00	3,051,275.00			100	
	Subtotal object - 07		3,051,275.00	3,051,275.00	3,051,275.00			100	
Program number: 98	CONSTRUCTION INSPECTIONS	3,419,926.00	9,192.17	3,429,118.17	3,265,672.91	20,322.16		95.234	163,445.26
Department number: 50	PUBLIC WORKS	18,629,015.00	65,121.17	18,694,136.17	11,898,500.23	1,079,334.57	885,749.55	63.648	5,909,886.39

	Expense Subtotal - - - - - -	24,956,201.00	48,546.00	25,004,747.00	15,528,447.44	1,291,368.51	2,724,665.05	62.102	6,751,634.51
Fund number: 200	WATER/SEWER	2,575.00	48,546.00	51,121.00	2,090,284.49	(599,172.15)	2,724,665.05		(4,763,828.54)
300-4105-10-00	Property Taxes -Delinquent	(185,713.00)		(185,713.00)	(157,738.22)	(562.43)		84.937	(27,974.78)
300-4110-10-00	Property Taxes -Current	(6,625,000.00)		(6,625,000.00)	(6,772,146.80)	(20,716.89)		102.221	147,146.80
300-4115-10-00	Taxes -Penalties	(45,000.00)		(45,000.00)	(43,270.42)	(1,847.54)		96.156	(1,729.58)
	Subtotal object - 04	(6,855,713.00)		(6,855,713.00)	(6,973,155.44)	(23,126.86)		101.713	117,442.44
300-4610-10-00	Interest Income	(45,000.00)		(45,000.00)	(62,049.68)	7,007.34		137.888	17,049.68
	Subtotal object - 04	(45,000.00)		(45,000.00)	(62,049.68)	7,007.34		137.888	17,049.68
Program number:	DEFAULT PROGRAM	(6,900,713.00)		(6,900,713.00)	(7,035,205.12)	(16,119.52)		101.949	134,492.12
Department number: 10	ADMINISTRATION	(6,900,713.00)		(6,900,713.00)	(7,035,205.12)	(16,119.52)		101.949	134,492.12
	Revenue Subtotal - - - - - -	(6,900,713.00)		(6,900,713.00)	(7,035,205.12)	(16,119.52)		101.949	134,492.12
300-5410-10-00	Professional Services				2,500.00	2,500.00		0	(2,500.00)
	Subtotal object - 05				2,500.00	2,500.00		0	(2,500.00)
300-6186-10-00	2013 GO Ref Bond	165,000.00		165,000.00			165,000.00	0	
300-6189-10-00	2012 GO TX Bond Payment	190,000.00		190,000.00	190,000.00			100	
	Subtotal object - 06	355,000.00		355,000.00	190,000.00		165,000.00	53.521	
300-6200-10-00	Bond Administrative Fees	20,000.00		20,000.00	440.00	440.00		2.2	19,560.00
300-6201-10-00	2014 GO Debt payment	280,000.00		280,000.00			280,000.00	0	
300-6203-10-00	2015 GO Debt Payment	500,100.00		500,100.00	500,100.00			100	
300-6204-10-00	2015 CO Debt Payment	215,000.00		215,000.00	215,000.00			100	
300-6205-10-00	2016 GO Debt Payment	616,500.00		616,500.00	616,500.00			100	
300-6206-10-00	2016 CO Debt Payment	45,000.00		45,000.00	45,000.00			100	
300-6208-10-00	2017 GO Bond Payment	405,000.00		405,000.00	405,000.00			100	
300-6209-10-00	2018 GO Bond Payment	135,000.00		135,000.00	135,000.00			100	
300-6210-10-00	2018 CO Bond Payment	160,000.00		160,000.00	160,000.00			100	
300-6211-10-00	2019 CO Debt Payment	967,754.00		967,754.00	967,753.00		1.00	100	
300-6212-10-00	2019 GO Debt Payment	140,000.00		140,000.00	140,000.00			100	
300-6299-10-00	Bond Interest Expense	3,183,386.00		3,183,386.00	1,563,238.14		1,620,147.86	49.106	
	Subtotal object - 06	6,667,740.00		6,667,740.00	4,748,031.14	440.00	1,900,148.86	71.209	19,560.00
Program number:	DEFAULT PROGRAM	7,022,740.00		7,022,740.00	4,940,531.14	2,940.00	2,065,148.86	70.35	17,060.00
Department number: 10	ADMINISTRATION	7,022,740.00		7,022,740.00	4,940,531.14	2,940.00	2,065,148.86	70.35	17,060.00
	Expense Subtotal - - - - - -	7,022,740.00		7,022,740.00	4,940,531.14	2,940.00	2,065,148.86	70.35	17,060.00
Fund number: 300	INTEREST AND SINKING	122,027.00		122,027.00	(2,094,673.98)	(13,179.52)	2,065,148.86		151,552.12
410-4510-10-99	Grant Revenue	(182,788.00)		(182,788.00)				0	(182,788.00)
	Subtotal object - 04	(182,788.00)		(182,788.00)				0	(182,788.00)
410-4610-10-99	Interest	(30,000.00)		(30,000.00)	(37,164.39)	4,860.93		123.881	7,164.39
	Subtotal object - 04	(30,000.00)		(30,000.00)	(37,164.39)	4,860.93		123.881	7,164.39
410-4910-10-99	Other Reimbursements	(124,600.00)		(124,600.00)	(43,582.51)			34.978	(81,017.49)
410-4995-10-99	Transfer In	(1,913,713.00)	(108,969.00)	(2,022,682.00)	(1,348,454.64)	(168,556.83)		66.667	(674,227.36)
	Subtotal object - 04	(2,038,313.00)	(108,969.00)	(2,147,282.00)	(1,392,037.15)	(168,556.83)		64.828	(755,244.85)
Program number: 99	NON-DEPARTMENTAL	(2,251,101.00)	(108,969.00)	(2,360,070.00)	(1,429,201.54)	(163,695.90)		60.558	(930,868.46)
Department number: 10	ADMINISTRATION	(2,251,101.00)	(108,969.00)	(2,360,070.00)	(1,429,201.54)	(163,695.90)		60.558	(930,868.46)
	Revenue Subtotal - - - - - -	(2,251,101.00)	(108,969.00)	(2,360,070.00)	(1,429,201.54)	(163,695.90)		60.558	(930,868.46)
410-5220-10-03	Office Equipment	1,800.00		1,800.00	889.11			49.395	910.89
	Subtotal object - 05	1,800.00		1,800.00	889.11			49.395	910.89
Program number: 3	FINANCE	1,800.00		1,800.00	889.11			49.395	910.89
410-5220-10-05	Office Equipment	10,500.00		10,500.00	3,788.59			36.082	6,711.41
	Subtotal object - 05	10,500.00		10,500.00	3,788.59			36.082	6,711.41
410-6125-10-05	Capital-Equipment (Technology)	10,750.00		10,750.00				0	10,750.00
	Subtotal object - 06	10,750.00		10,750.00				0	10,750.00
Program number: 5	IT	21,250.00		21,250.00	3,788.59			17.829	17,461.41
410-5220-10-07	Office Equipment	1,800.00		1,800.00	1,924.15			106.897	(124.15)
	Subtotal object - 05	1,800.00		1,800.00	1,924.15			106.897	(124.15)
Program number: 7	MUNICIPAL COURT	1,800.00		1,800.00	1,924.15			106.897	(124.15)
410-5220-10-08	Office Equipment	2,700.00		2,700.00	2,667.33			98.79	32.67
	Subtotal object - 05	2,700.00		2,700.00	2,667.33			98.79	32.67

Program number: 8	UTILITY BILLING	2,700.00		2,700.00	2,667.33			98.79	32.67
Department number: 10	ADMINISTRATION	27,550.00		27,550.00	9,269.18			33.645	18,280.82
410-5220-20-01	Office Equipment	3,600.00		3,600.00	3,702.37			102.844	(102.37)
	Subtotal object - 05	3,600.00		3,600.00	3,702.37			102.844	(102.37)
410-6125-20-01	Capital-Equipment (Technology)	10,000.00		10,000.00				0	10,000.00
410-6140-20-01	CAPITAL EXPENSE-EQUIPMENT	6,000.00		6,000.00				0	6,000.00
410-6160-20-01	Capital-Vehicles	91,966.00		91,966.00	95,049.83	6,873.33	52,907.50	103.353	(55,991.33)
	Subtotal object - 06	107,966.00		107,966.00	95,049.83	6,873.33	52,907.50	88.037	(39,991.33)
Program number: 1	OPERATIONS	111,566.00		111,566.00	98,752.20	6,873.33	52,907.50	88.515	(40,093.70)
410-5220-20-05	Office Equipment	900.00		900.00	889.11			98.79	10.89
	Subtotal object - 05	900.00		900.00	889.11			98.79	10.89
410-6125-20-05	Capital-Equipment (Technology)	10,000.00		10,000.00				0	10,000.00
	Subtotal object - 06	10,000.00		10,000.00				0	10,000.00
Program number: 5	DISPATCH	10,900.00		10,900.00	889.11			8.157	10,010.89
Department number: 20	POLICE	122,466.00		122,466.00	99,641.31	6,873.33	52,907.50	81.362	(30,082.81)
410-5220-30-01	Office Equipment	3,600.00		3,600.00	3,556.44			98.79	43.56
	Subtotal object - 05	3,600.00		3,600.00	3,556.44			98.79	43.56
410-6160-30-01	Capital-Vehicles	354,870.00	108,969.00	463,839.00	119,002.00		110,286.00	25.656	234,551.00
410-6160-30-01-1931-EQ	Replacement Fire Engine		415,305.57	415,305.57	415,305.57		(33,222.51)	100	33,222.51
	Subtotal object - 06	354,870.00	524,274.57	879,144.57	534,307.57		77,063.49	60.776	267,773.51
Program number: 1	OPERATIONS	358,470.00	524,274.57	882,744.57	537,864.01		77,063.49	60.931	267,817.07
410-6160-30-05	Capital-vehicles	40,823.00		40,823.00	41,596.40			101.895	(773.40)
	Subtotal object - 06	40,823.00		40,823.00	41,596.40			101.895	(773.40)
Program number: 5	MARSHAL	40,823.00		40,823.00	41,596.40			101.895	(773.40)
Department number: 30	FIRE	399,293.00	524,274.57	923,567.57	579,460.41		77,063.49	62.742	267,043.67
410-5220-40-01	Office Equipment	7,200.00		7,200.00	7,981.99			110.861	(781.99)
	Subtotal object - 05	7,200.00		7,200.00	7,981.99			110.861	(781.99)
Program number: 1	INSPECTIONS	7,200.00		7,200.00	7,981.99			110.861	(781.99)
410-5220-40-02	Office Equipment	900.00		900.00	2,774.30			308.256	(1,874.30)
	Subtotal object - 05	900.00		900.00	2,774.30			308.256	(1,874.30)
Program number: 2	CODE COMPLIANCE	900.00		900.00	2,774.30			308.256	(1,874.30)
410-5220-40-03	Office Equipment	3,600.00		3,600.00	1,924.15			53.449	1,675.85
	Subtotal object - 05	3,600.00		3,600.00	1,924.15			53.449	1,675.85
Program number: 3	PLANNING	3,600.00		3,600.00	1,924.15			53.449	1,675.85
Department number: 40	DEVELOPMENT SERVICES	11,700.00		11,700.00	12,680.44			108.38	(980.44)
410-5220-50-01	Office Equipment	900.00		900.00	3,848.30			427.589	(2,948.30)
	Subtotal object - 05	900.00		900.00	3,848.30			427.589	(2,948.30)
410-6160-50-01	Capital-Vehicles	58,129.00		58,129.00	58,057.00		44.20	99.876	27.80
	Subtotal object - 06	58,129.00		58,129.00	58,057.00		44.20	99.876	27.80
Program number: 1	STREETS	59,029.00		59,029.00	61,905.30		44.20	104.873	(2,920.50)
410-5220-50-02	Office Equipment	3,600.00		3,600.00	6,144.17			170.671	(2,544.17)
	Subtotal object - 05	3,600.00		3,600.00	6,144.17			170.671	(2,544.17)
410-6140-50-02	Capital-Equipment	20,000.00		20,000.00				0	20,000.00
410-6160-50-02	Capital-Vehicles	122,118.00	(31,196.00)	90,922.00	91,156.77		1.00	100.258	(235.77)
	Subtotal object - 06	142,118.00	(31,196.00)	110,922.00	91,156.77		1.00	82.181	19,764.23
Program number: 2	WATER	145,718.00	(31,196.00)	114,522.00	97,300.94		1.00	84.963	17,220.06
410-5220-50-03	Office Equipment	900.00		900.00	3,476.58			386.287	(2,576.58)
	Subtotal object - 05	900.00		900.00	3,476.58			386.287	(2,576.58)
410-6160-50-03	Capital-Vehicles	25,269.00		25,269.00	25,319.60			100.2	(50.60)
	Subtotal object - 06	25,269.00		25,269.00	25,319.60			100.2	(50.60)
Program number: 3	WASTEWATER	26,169.00		26,169.00	28,796.18			110.039	(2,627.18)
410-6160-50-98	Capital Expense - vehicles		31,196.00	31,196.00	31,333.00			100.439	(137.00)
	Subtotal object - 06		31,196.00	31,196.00	31,333.00			100.439	(137.00)
Program number: 98	CONSTRUCTION INSPECTIONS		31,196.00	31,196.00	31,333.00			100.439	(137.00)
Department number: 50	PUBLIC WORKS	230,916.00		230,916.00	219,335.42		45.20	94.985	11,535.38
410-5220-60-01	Office Equipment	2,700.00		2,700.00	889.11			32.93	1,810.89

	Subtotal object - 05	2,700.00		2,700.00	889.11			32.93	1,810.89
Program number: 1	PARK ADMINISTRATION	2,700.00		2,700.00	889.11			32.93	1,810.89
410-6160-60-02	Capital-vehicles	94,342.00		94,342.00	94,435.01		125.69	100.099	(218.70)
	Subtotal object - 06	94,342.00		94,342.00	94,435.01		125.69	100.099	(218.70)
Program number: 2	PARK OPERATIONS	94,342.00		94,342.00	94,435.01		125.69	100.099	(218.70)
410-5220-60-05	Office Equipment	5,400.00		5,400.00	4,812.94			89.129	587.06
	Subtotal object - 05	5,400.00		5,400.00	4,812.94			89.129	587.06
Program number: 5	LIBRARY	5,400.00		5,400.00	4,812.94			89.129	587.06
Department number: 60	COMMUNITY SERVICES	102,442.00		102,442.00	100,137.06		125.69	97.75	2,179.25
410-5220-98-01	Office Equipment	1,800.00		1,800.00	1,924.15			106.897	(124.15)
	Subtotal object - 05	1,800.00		1,800.00	1,924.15			106.897	(124.15)
Program number: 1	ENGINEERING	1,800.00		1,800.00	1,924.15			106.897	(124.15)
Department number: 98	ENGINEERING	1,800.00		1,800.00	1,924.15			106.897	(124.15)
	Expense Subtotal - - - - - -	896,167.00	524,274.57	1,420,441.57	1,022,447.97	6,873.33	130,141.88	71.981	267,851.72
Fund number: 410	VEHICLE/EQUIPMENT REPLACEMENT	(1,354,934.00)	415,305.57	(939,628.43)	(406,753.57)	(156,822.57)	130,141.88	43.289	(663,016.74)
450-4001-98-02	Storm Drainage Utility Fee	(627,156.00)		(627,156.00)	(439,479.19)	(56,196.62)		70.075	(187,676.81)
450-4002-98-02	Drainage Review Fee	(6,000.00)		(6,000.00)	(1,710.00)			28.5	(4,290.00)
	Subtotal object - 04	(633,156.00)		(633,156.00)	(441,189.19)	(56,196.62)		69.681	(191,966.81)
450-4610-98-02	Interest Storm Utility	(5,000.00)		(5,000.00)	(5,198.44)	667.37		103.969	198.44
	Subtotal object - 04	(5,000.00)		(5,000.00)	(5,198.44)	667.37		103.969	198.44
Program number: 2	STORM DRAINAGE	(638,156.00)		(638,156.00)	(446,387.63)	(55,529.25)		69.95	(191,768.37)
Department number: 98	ENGINEERING	(638,156.00)		(638,156.00)	(446,387.63)	(55,529.25)		69.95	(191,768.37)
	Revenue Subtotal - - - - - -	(638,156.00)		(638,156.00)	(446,387.63)	(55,529.25)		69.95	(191,768.37)
450-5110-98-02	Salaries	114,200.00	721.00	114,921.00	76,727.39	9,168.87		66.765	38,193.61
450-5115-98-02	Salaries-Overtime	1,390.00		1,390.00	2,272.92	196.48		163.519	(882.92)
450-5140-98-02	Salaries-Longevity Pay	245.00		245.00	245.00			100	
450-5145-98-02	Social Security Expense	7,160.00		7,160.00	4,645.98	541.08		64.888	2,514.02
450-5150-98-02	Medicare Expense	1,675.00		1,675.00	1,086.56	126.54		64.869	588.44
450-5155-98-02	SUTA Expense	324.00		324.00	288.00			88.889	36.00
450-5160-98-02	Health Insurance	21,843.00		21,843.00	11,933.42	1,344.28		54.633	9,909.58
450-5165-98-02	Dental Expense	841.00		841.00	560.64	70.08		66.663	280.36
450-5170-98-02	Life Insurance/AD&D	226.00		226.00	150.08	18.76		66.407	75.92
450-5175-98-02	Liability (TML) Workers Comp	2,465.00		2,465.00	2,171.92	287.05		88.11	293.08
450-5180-98-02	TMRS Expense	15,647.00		15,647.00	10,786.78	1,274.84		68.938	4,860.22
450-5185-98-02	Long/Short Term Disability	217.00		217.00	131.90	16.92		60.783	85.10
450-5186-98-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	400.00	50.00		66.667	200.00
	Subtotal object - 05	166,833.00	721.00	167,554.00	111,400.59	13,094.90		66.486	56,153.41
450-5210-98-02	Office Supplies	125.00		125.00				0	125.00
450-5220-98-02	Office Equipment	75.00		75.00	30.03			40.04	44.97
450-5230-98-02	Dues, Fees, & Subscriptions	1,370.00		1,370.00	527.00			38.467	843.00
450-5240-98-02	Postage and Delivery	50.00		50.00	22.75	0.50		45.5	27.25
450-5280-98-02	Printing and Reproduction	1,420.00		1,420.00	1,020.00			71.831	400.00
450-5290-98-02	Other Charges and Services				13.49	13.49		0	(13.49)
	Subtotal object - 05	3,040.00		3,040.00	1,613.27	13.99		53.068	1,426.73
450-5310-98-02	Rental Expense	2,000.00		2,000.00				0	2,000.00
450-5330-98-02	Copier Expense	30.00		30.00				0	30.00
450-5350-98-02	Vehicle Expense	1,000.00		1,000.00	679.21	122.46		67.921	320.79
450-5352-98-02	Fuel	1,800.00		1,800.00	735.20	136.15		40.844	1,064.80
450-5353-98-02	Oil/Grease/Inspections	125.00		125.00				0	125.00
	Subtotal object - 05	4,955.00		4,955.00	1,414.41	258.61		28.545	3,540.59
450-5400-98-02	Uniforms	1,100.00		1,100.00	1,149.88			104.535	(49.88)
450-5410-98-02	Professional Services-Storm Dr	500.00		500.00				0	500.00
450-5410-98-02-2003-DR	Prof Svcs Frontier Pk/Prest Lk	100,000.00		100,000.00				0	100,000.00
450-5430-98-02	Legal Fees	1,000.00		1,000.00				0	1,000.00
450-5480-98-02	Contract Services	2,345.00		2,345.00				0	2,345.00
450-5490-98-02	Drainage Review Expense	6,000.00		6,000.00	2,518.75	828.75		41.979	3,481.25

	Subtotal object - 05	110,945.00		110,945.00	3,668.63	828.75		3.307	107,276.37
450-5520-98-02	Telephones	1,200.00		1,200.00	548.58	92.48		45.715	651.42
450-5526-98-02	Data Network	460.00		460.00	227.94			49.552	232.06
450-5530-98-02	Travel/Lodging/Meals Expense	900.00		900.00	1,076.15			119.572	(176.15)
450-5533-98-02	Mileage Expense	200.00		200.00				0	200.00
450-5536-98-02	Training/Seminars	1,500.00		1,500.00	1,207.05			80.47	292.95
	Subtotal object - 05	4,260.00		4,260.00	3,059.72	92.48		71.824	1,200.28
450-5620-98-02	Tools & Equipment	500.00		500.00	293.93			58.786	206.07
450-5630-98-02	Safety Equipment	1,000.00		1,000.00	404.96			40.496	595.04
450-5640-98-02	Signs & Hardware	500.00		500.00				0	500.00
450-5650-98-02	Maintenance Materials	1,500.00		1,500.00	1,412.23			94.149	87.77
	Subtotal object - 05	3,500.00		3,500.00	2,111.12			60.318	1,388.88
450-6193-98-02	2012 CO Bond Payment	61,200.00		61,200.00	61,200.00			100	
	Subtotal object - 06	61,200.00		61,200.00	61,200.00			100	
450-6205-98-02	2016 CO Bond Payment	50,000.00		50,000.00	50,000.00			100	
450-6208-98-02	2017 CO Bond Payment	35,000.00		35,000.00	35,000.00			100	
450-6299-98-02	Bond Interest Expense	102,441.00		102,441.00	51,679.25		50,761.75	50.448	
	Subtotal object - 06	187,441.00		187,441.00	136,679.25		50,761.75	72.919	
450-7145-98-02	Transfer to VERF	3,963.00		3,963.00	2,642.00	330.25		66.667	1,321.00
450-7147-98-02	Transfer to GF	96,172.00		96,172.00	64,114.64	8,014.33		66.667	32,057.36
	Subtotal object - 07	100,135.00		100,135.00	66,756.64	8,344.58		66.667	33,378.36
Program number: 2	STORM DRAINAGE	642,309.00	721.00	643,030.00	387,903.63	22,633.31	50,761.75	60.324	204,364.62
Department number: 98	ENGINEERING	642,309.00	721.00	643,030.00	387,903.63	22,633.31	50,761.75	60.324	204,364.62
	Expense Subtotal - - - - - -	642,309.00	721.00	643,030.00	387,903.63	22,633.31	50,761.75	60.324	204,364.62
Fund number: 450	STORM DRAINAGE UTILITY FUND	4,153.00	721.00	4,874.00	(58,484.00)	(32,895.94)	50,761.75		12,596.25
570-4537-10-00	Court Technology Revenue	(10,000.00)		(10,000.00)	(5,672.39)	(248.00)		56.724	(4,327.61)
	Subtotal object - 04	(10,000.00)		(10,000.00)	(5,672.39)	(248.00)		56.724	(4,327.61)
570-4610-10-00	Interest	(300.00)		(300.00)	(246.59)	36.08		82.197	(53.41)
	Subtotal object - 04	(300.00)		(300.00)	(246.59)	36.08		82.197	(53.41)
Program number:	DEFAULT PROGRAM	(10,300.00)		(10,300.00)	(5,918.98)	(211.92)		57.466	(4,381.02)
Department number: 10	ADMINISTRATION	(10,300.00)		(10,300.00)	(5,918.98)	(211.92)		57.466	(4,381.02)
	Revenue Subtotal - - - - - -	(10,300.00)		(10,300.00)	(5,918.98)	(211.92)		57.466	(4,381.02)
570-5203-10-00	Court Technology Expense	10,000.00		10,000.00	2,514.79		7,625.00	25.148	(139.79)
	Subtotal object - 05	10,000.00		10,000.00	2,514.79		7,625.00	25.148	(139.79)
Program number:	DEFAULT PROGRAM	10,000.00		10,000.00	2,514.79		7,625.00	25.148	(139.79)
Department number: 10	ADMINISTRATION	10,000.00		10,000.00	2,514.79		7,625.00	25.148	(139.79)
	Expense Subtotal - - - - - -	10,000.00		10,000.00	2,514.79		7,625.00	25.148	(139.79)
Fund number: 570	COURT TECHNOLOGY	(300.00)		(300.00)	(3,404.19)	(211.92)	7,625.00		(4,520.81)
575-4539-10-00	Municipal Jury Revenue				(41.15)	(3.10)		0	41.15
	Subtotal object - 04				(41.15)	(3.10)		0	41.15
Program number:	DEFAULT PROGRAM				(41.15)	(3.10)		0	41.15
Department number: 10	ADMINISTRATION				(41.15)	(3.10)		0	41.15
	Revenue Subtotal - - - - - -				(41.15)	(3.10)		0	41.15
Fund number: 575	MUNICIPAL JURY FUND				(41.15)	(3.10)		0	41.15
580-4536-10-00	Court Security Revenue	(8,500.00)		(8,500.00)	(5,037.30)	(244.90)		59.262	(3,462.70)
	Subtotal object - 04	(8,500.00)		(8,500.00)	(5,037.30)	(244.90)		59.262	(3,462.70)
580-4610-10-00	Interest	(300.00)		(300.00)	(340.19)	45.09		113.397	40.19
	Subtotal object - 04	(300.00)		(300.00)	(340.19)	45.09		113.397	40.19
Program number:	DEFAULT PROGRAM	(8,800.00)		(8,800.00)	(5,377.49)	(199.81)		61.108	(3,422.51)
Department number: 10	ADMINISTRATION	(8,800.00)		(8,800.00)	(5,377.49)	(199.81)		61.108	(3,422.51)
	Revenue Subtotal - - - - - -	(8,800.00)		(8,800.00)	(5,377.49)	(199.81)		61.108	(3,422.51)
580-5110-10-00	Salaries & Wages Payable	8,176.00		8,176.00				0	8,176.00
580-5145-10-00	Social Security Expense	507.00		507.00				0	507.00
580-5150-10-00	Medicare Expense	119.00		119.00				0	119.00
580-5155-10-00	SUTA expense	162.00		162.00				0	162.00
580-5175-10-00	Workers Comp	148.00		148.00				0	148.00

	Subtotal object - 05	9,112.00		9,112.00				0	9,112.00
580-5204-10-00	Court Security Expense				1,141.00			0	(1,141.00)
	Subtotal object - 05				1,141.00			0	(1,141.00)
580-5536-10-00	Training/Seminars	1,000.00		1,000.00				0	1,000.00
	Subtotal object - 05	1,000.00		1,000.00				0	1,000.00
Program number:	DEFAULT PROGRAM	10,112.00		10,112.00	1,141.00			11.284	8,971.00
Department number: 10	ADMINISTRATION	10,112.00		10,112.00	1,141.00			11.284	8,971.00
	Expense Subtotal - - - - - -	10,112.00		10,112.00	1,141.00			11.284	8,971.00
Fund number: 580	COURT SECURITY	1,312.00		1,312.00	(4,236.49)	(199.81)			5,548.49
590-4915-10-00	Escrow Income				(504,658.78)			0	504,658.78
	Subtotal object - 04				(504,658.78)			0	504,658.78
Program number:	DEFAULT PROGRAM				(504,658.78)			0	504,658.78
Department number: 10	ADMINISTRATION				(504,658.78)			0	504,658.78
	Revenue Subtotal - - - - - -				(504,658.78)			0	504,658.78
590-7144-10-00	Transfer to CIP	1,354,577.00		1,354,577.00	504,658.78			37.256	849,918.22
	Subtotal object - 07	1,354,577.00		1,354,577.00	504,658.78			37.256	849,918.22
Program number:	DEFAULT PROGRAM	1,354,577.00		1,354,577.00	504,658.78			37.256	849,918.22
Department number: 10	ADMINISTRATION	1,354,577.00		1,354,577.00	504,658.78			37.256	849,918.22
	Expense Subtotal - - - - - -	1,354,577.00		1,354,577.00	504,658.78			37.256	849,918.22
Fund number: 590	ESCROW	1,354,577.00		1,354,577.00				0	1,354,577.00
610-4045-60-00	Park Dedication-Fees	(200,000.00)		(200,000.00)				0	(200,000.00)
	Subtotal object - 04	(200,000.00)		(200,000.00)				0	(200,000.00)
610-4610-60-00	Interest Income	(25,000.00)		(25,000.00)	(17,709.48)	2,254.61		70.838	(7,290.52)
	Subtotal object - 04	(25,000.00)		(25,000.00)	(17,709.48)	2,254.61		70.838	(7,290.52)
Program number:	DEFAULT PROGRAM	(225,000.00)		(225,000.00)	(17,709.48)	2,254.61		7.871	(207,290.52)
Department number: 60	PARK DEDICATION	(225,000.00)		(225,000.00)	(17,709.48)	2,254.61		7.871	(207,290.52)
	Revenue Subtotal - - - - - -	(225,000.00)		(225,000.00)	(17,709.48)	2,254.61		7.871	(207,290.52)
Fund number: 610	PARK DEDICATION FEE FUND	(225,000.00)		(225,000.00)	(17,709.48)	2,254.61		7.871	(207,290.52)
620-4055-60-00	Park Improvement	(100,000.00)		(100,000.00)				0	(100,000.00)
	Subtotal object - 04	(100,000.00)		(100,000.00)				0	(100,000.00)
620-4510-60-00	Grant Revenue	(500,000.00)		(500,000.00)				0	(500,000.00)
	Subtotal object - 04	(500,000.00)		(500,000.00)				0	(500,000.00)
620-4610-60-00	Interest Income	(15,000.00)		(15,000.00)	(15,554.10)	1,902.89		103.694	554.10
	Subtotal object - 04	(15,000.00)		(15,000.00)	(15,554.10)	1,902.89		103.694	554.10
Program number:	DEFAULT PROGRAM	(615,000.00)		(615,000.00)	(15,554.10)	1,902.89		2.529	(599,445.90)
Department number: 60	PARK IMPROVEMENT	(615,000.00)		(615,000.00)	(15,554.10)	1,902.89		2.529	(599,445.90)
	Revenue Subtotal - - - - - -	(615,000.00)		(615,000.00)	(15,554.10)	1,902.89		2.529	(599,445.90)
620-5410-60-00-1910-PK	Hike & Bike Master Plan		56,187.50	56,187.50	45,718.10	17,325.00	18,485.47	81.367	(8,016.07)
620-5489-60-00	Developer Reimbursement	15,955.00		15,955.00				0	15,955.00
	Subtotal object - 05	15,955.00	56,187.50	72,142.50	45,718.10	17,325.00	18,485.47	63.372	7,938.93
620-6610-60-00-1801-PK	Cockrell Park Trail Connection	500,000.00	35,200.00	535,200.00	17,045.00		31,580.00	3.185	486,575.00
620-6610-60-00-1802-PK	Hays Park	35,000.00	18,500.00	53,500.00			43,490.00	0	10,010.00
620-6610-60-00-1911-PK	Pecan Grove H&B Trail	30,000.00		30,000.00				0	30,000.00
620-6610-60-00-2015-PK	Pecan Grove Park	85,000.00		85,000.00				0	85,000.00
	Subtotal object - 06	650,000.00	53,700.00	703,700.00	17,045.00		75,070.00	2.422	611,585.00
Program number:	DEFAULT PROGRAM	665,955.00	109,887.50	775,842.50	62,763.10	17,325.00	93,555.47	8.09	619,523.93
Department number: 60	PARK IMPROVEMENT	665,955.00	109,887.50	775,842.50	62,763.10	17,325.00	93,555.47	8.09	619,523.93
	Expense Subtotal - - - - - -	665,955.00	109,887.50	775,842.50	62,763.10	17,325.00	93,555.47	8.09	619,523.93
Fund number: 620	PARK IMPROVEMENT	50,955.00	109,887.50	160,842.50	47,209.00	19,227.89	93,555.47	29.351	20,078.03
630-4015-50-00	Impact Fees	(3,000,000.00)		(3,000,000.00)	(2,477,633.33)	(330,101.00)		82.588	(522,366.67)
	Subtotal object - 04	(3,000,000.00)		(3,000,000.00)	(2,477,633.33)	(330,101.00)		82.588	(522,366.67)
630-4615-50-00	Interest	(45,000.00)		(45,000.00)	(31,109.97)	4,527.26		69.133	(13,890.03)
	Subtotal object - 04	(45,000.00)		(45,000.00)	(31,109.97)	4,527.26		69.133	(13,890.03)
Program number:	DEFAULT PROGRAM	(3,045,000.00)		(3,045,000.00)	(2,508,743.30)	(325,573.74)		82.389	(536,256.70)
Department number: 50	IMPACT FEES	(3,045,000.00)		(3,045,000.00)	(2,508,743.30)	(325,573.74)		82.389	(536,256.70)
	Revenue Subtotal - - - - - -	(3,045,000.00)		(3,045,000.00)	(2,508,743.30)	(325,573.74)		82.389	(536,256.70)

630-5489-50-00-8002-DV	Dev Agrmt-Prsp Prtnrs West	50,910.00		50,910.00				0	50,910.00
630-5489-50-00-8006-DV	Dev Agrmnt-Parks @ Legacy	150,000.00		150,000.00	321,962.00	321,962.00		214.641	(171,962.00)
630-5489-50-00-8011-DV	Dev Agrment-Star Trail	450,000.00		450,000.00	323,151.50			71.811	126,848.50
630-5489-50-00-8012-DV	Dev Agrmnt-TVG Windsong	280,000.00		280,000.00	259,088.00	81,347.00		92.531	20,912.00
	Subtotal object - 05	930,910.00		930,910.00	904,201.50	403,309.00		97.131	26,708.50
630-6610-50-00-1715-WA	County Line Elevated Storage		55,970.29	55,970.29	49,638.25	7,857.13	6,332.04	88.687	
630-6610-50-00-1716-WA	24 WL Conn. Cnty Line EST/DNT		139,307.29	139,307.29	72,731.25	4,652.62	66,576.04	52.209	
	Subtotal object - 06		195,277.58	195,277.58	122,369.50	12,509.75	72,908.08	62.664	
Program number:	DEFAULT PROGRAM	930,910.00	195,277.58	1,126,187.58	1,026,571.00	415,818.75	72,908.08	91.155	26,708.50
Department number: 50	IMPACT FEES	930,910.00	195,277.58	1,126,187.58	1,026,571.00	415,818.75	72,908.08	91.155	26,708.50
	Expense Subtotal - - - - - -	930,910.00	195,277.58	1,126,187.58	1,026,571.00	415,818.75	72,908.08	91.155	26,708.50
Fund number: 630	WATER IMPACT FEES	(2,114,090.00)	195,277.58	(1,918,812.42)	(1,482,172.30)	90,245.01	72,908.08	77.244	(509,548.20)
640-4020-50-00	Impact Fees	(850,000.00)		(850,000.00)	(853,126.00)	(125,372.00)		100.368	3,126.00
	Subtotal object - 04	(850,000.00)		(850,000.00)	(853,126.00)	(125,372.00)		100.368	3,126.00
640-4620-50-00	Interest	(35,000.00)		(35,000.00)	(26,697.28)	3,769.71		76.278	(8,302.72)
	Subtotal object - 04	(35,000.00)		(35,000.00)	(26,697.28)	3,769.71		76.278	(8,302.72)
640-4905-50-00	Equity Fee	(200,000.00)		(200,000.00)	(196,500.00)	(27,500.00)		98.25	(3,500.00)
	Subtotal object - 04	(200,000.00)		(200,000.00)	(196,500.00)	(27,500.00)		98.25	(3,500.00)
Program number:	DEFAULT PROGRAM	(1,085,000.00)		(1,085,000.00)	(1,076,323.28)	(149,102.29)		99.2	(8,676.72)
Department number: 50	IMPACT FEES	(1,085,000.00)		(1,085,000.00)	(1,076,323.28)	(149,102.29)		99.2	(8,676.72)
	Revenue Subtotal - - - - - -	(1,085,000.00)		(1,085,000.00)	(1,076,323.28)	(149,102.29)		99.2	(8,676.72)
640-5489-50-00	DEVELOPER AGREEMENT REIMBURSE	100,000.00	(100,000.00)					0	
640-5489-50-00-1608-WW	Dev Reib LaCima #2 Interceptor				10,245.00			0	(10,245.00)
640-5489-50-00-8001-DV	Dev Agrmt TVG Westside Util	250,000.00		250,000.00	79,554.76	41,377.00		31.822	170,445.24
640-5489-50-00-8002-DV	Dev Agrmt Propser Partners	75,000.00		75,000.00	106,528.24	52,305.00		142.038	(31,528.24)
640-5489-50-00-8004-DV	Dev Agrmt Frontier Estates	51,225.00		51,225.00	23,182.50	4,781.00		45.256	28,042.50
640-5489-50-00-8005-DV	Dev Agrmnt LaCima	50,000.00		50,000.00	9,030.00			18.06	40,970.00
640-5489-50-00-8008-DV	Dev Agrmnt Brookhollow	25,000.00		25,000.00				0	25,000.00
640-5489-50-00-8011-DV	Dev Agrment Star Trail	100,000.00		100,000.00				0	100,000.00
640-5489-50-00-8012-DV	Dev Agrmnt TVG Windsong	200,000.00		200,000.00	116,618.00	57,536.00		58.309	83,382.00
640-5489-50-00-8013-DV	Dev Agrmnt All Storage	15,000.00		15,000.00				0	15,000.00
640-5489-50-00-8014-DV	Dev Agrmnt Legacy Garden		100,000.00	100,000.00	8,879.00			8.879	91,121.00
	Subtotal object - 05	866,225.00		866,225.00	354,037.50	155,999.00		40.871	512,187.50
Program number:	DEFAULT PROGRAM	866,225.00		866,225.00	354,037.50	155,999.00		40.871	512,187.50
Department number: 50	IMPACT FEES	866,225.00		866,225.00	354,037.50	155,999.00		40.871	512,187.50
	Expense Subtotal - - - - - -	866,225.00		866,225.00	354,037.50	155,999.00		40.871	512,187.50
Fund number: 640	WASTEWATER IMPACT FEES	(218,775.00)		(218,775.00)	(722,285.78)	6,896.71		330.15	503,510.78
660-4040-50-00	East Thoroughfare Impact Fees	(1,000,000.00)		(1,000,000.00)	(825,681.98)	(106,617.23)		82.568	(174,318.02)
	Subtotal object - 04	(1,000,000.00)		(1,000,000.00)	(825,681.98)	(106,617.23)		82.568	(174,318.02)
660-4610-50-00	Interest	(25,000.00)		(25,000.00)	(18,967.78)	2,759.65		75.871	(6,032.22)
	Subtotal object - 04	(25,000.00)		(25,000.00)	(18,967.78)	2,759.65		75.871	(6,032.22)
660-4910-50-00	Other Revenue	(132,438.00)		(132,438.00)				0	(132,438.00)
	Subtotal object - 04	(132,438.00)		(132,438.00)				0	(132,438.00)
Program number:	DEFAULT PROGRAM	(1,157,438.00)		(1,157,438.00)	(844,649.76)	(103,857.58)		72.976	(312,788.24)
Department number: 50	IMPACT FEES	(1,157,438.00)		(1,157,438.00)	(844,649.76)	(103,857.58)		72.976	(312,788.24)
	Revenue Subtotal - - - - - -	(1,157,438.00)		(1,157,438.00)	(844,649.76)	(103,857.58)		72.976	(312,788.24)
660-5489-50-00	DEVELOPER AGREEMENT REIMBURSE	300,000.00	(300,000.00)					0	
660-5489-50-00-8015-DV	Dev Agrmnt Tanners Mill		300,000.00	300,000.00				0	300,000.00
	Subtotal object - 05	300,000.00		300,000.00				0	300,000.00
660-6610-50-00-1709-ST	Prosper Trail (Coit - Custer)		39,997.17	39,997.17	39,997.17	5,000.00		100	
660-6610-50-00-1710-ST	Coit Road (First - Frontier)		506,027.40	506,027.40	133,372.90	12,296.80	373,284.50	26.357	(630.00)
660-6610-50-00-1805-ST	FM2478 ROW (US380-FM1461)	69,168.00	(69,168.00)					0	
660-6610-50-00-1825-ST	COLEMAN (GORGEOUS-PROSPER TRL)	250,000.00		250,000.00				0	250,000.00
660-6610-50-00-1932-ST	Coit Rd and US380	35,000.00		35,000.00				0	35,000.00
660-6610-50-00-2005-TR	Traffic Signal-Coit & Richland	300,000.00	160,000.00	460,000.00	17,874.65	9,558.25	21,125.35	3.886	421,000.00
	Subtotal object - 06	654,168.00	636,856.57	1,291,024.57	191,244.72	26,855.05	394,409.85	14.813	705,370.00

660-7144-50-00	Transfer to Capital Proj Fund		69,168.00	69,168.00	69,168.00			100	
	Subtotal object - 07		69,168.00	69,168.00	69,168.00			100	
Program number:	DEFAULT PROGRAM	954,168.00	706,024.57	1,660,192.57	260,412.72	26,855.05	394,409.85	15.686	1,005,370.00
Department number: 50	IMPACT FEES	954,168.00	706,024.57	1,660,192.57	260,412.72	26,855.05	394,409.85	15.686	1,005,370.00
	Expense Subtotal - - - - - -	954,168.00	706,024.57	1,660,192.57	260,412.72	26,855.05	394,409.85	15.686	1,005,370.00
Fund number: 660	E THOROUGHFARE IMPACT FEES	(203,270.00)	706,024.57	502,754.57	(584,237.04)	(77,002.53)	394,409.85		692,581.76
670-4530-10-00	Police Donation Inc	(15,000.00)		(15,000.00)	(9,019.00)	(1,105.00)		60.127	(5,981.00)
670-4531-10-00	Fire Donations	(13,200.00)		(13,200.00)	(8,945.00)	(1,127.00)		67.765	(4,255.00)
670-4535-10-00	Child Safety Inc	(12,000.00)		(12,000.00)	(6,570.51)	(3,418.36)		54.754	(5,429.49)
670-4550-10-00	LEOSE Revenue				(3,244.82)			0	3,244.82
	Subtotal object - 04	(40,200.00)		(40,200.00)	(27,779.33)	(5,650.36)		69.103	(12,420.67)
670-4610-10-00	Interest Income	(5,400.00)		(5,400.00)	(3,935.46)	550.13		72.879	(1,464.54)
	Subtotal object - 04	(5,400.00)		(5,400.00)	(3,935.46)	550.13		72.879	(1,464.54)
670-4761-10-00	Tree Mitigation Revenue				(69,300.00)			0	69,300.00
	Subtotal object - 04				(69,300.00)			0	69,300.00
670-4916-10-00	Cash Seizure Forfeit-PD				(8,829.00)			0	8,829.00
	Subtotal object - 04				(8,829.00)			0	8,829.00
Program number:	DEFAULT PROGRAM	(45,600.00)		(45,600.00)	(109,843.79)	(5,100.23)		240.886	64,243.79
Department number: 10	ADMINISTRATION	(45,600.00)		(45,600.00)	(109,843.79)	(5,100.23)		240.886	64,243.79
	Revenue Subtotal - - - - - -	(45,600.00)		(45,600.00)	(109,843.79)	(5,100.23)		240.886	64,243.79
670-3140-00-00	Allow. for Uncollected Rece'ab				41.63			0	(41.63)
	Subtotal object - 03				41.63			0	(41.63)
Program number:	DEFAULT PROGRAM				41.63			0	(41.63)
Department number:	NON DEPARTMENTAL				41.63			0	(41.63)
670-5205-10-00	Police Donation Exp	60,416.00		60,416.00	50,173.74	43,423.44	11,431.00	83.047	(1,188.74)
670-5206-10-00	Fire Dept Donation Exp	17,826.00		17,826.00	3,615.00			20.279	14,211.00
670-5208-10-00	Child Safety Expense	5,000.00		5,000.00	575.00			11.5	4,425.00
670-5212-10-00	Tree Mitigation Expense	50,000.00		50,000.00				0	50,000.00
670-5292-10-00	PD Seizure Expense	1,646.00	8,817.00	10,463.00			8,817.00	0	1,646.00
	Subtotal object - 05	134,888.00	8,817.00	143,705.00	54,363.74	43,423.44	20,248.00	37.83	69,093.26
Program number:	DEFAULT PROGRAM	134,888.00	8,817.00	143,705.00	54,363.74	43,423.44	20,248.00	37.83	69,093.26
Department number: 10	ADMINISTRATION	134,888.00	8,817.00	143,705.00	54,363.74	43,423.44	20,248.00	37.83	69,093.26
	Expense Subtotal - - - - - -	134,888.00	8,817.00	143,705.00	54,405.37	43,423.44	20,248.00	37.859	69,051.63
Fund number: 670	SPECIAL REVENUE-DONATIONS	89,288.00	8,817.00	98,105.00	(55,438.42)	38,323.21	20,248.00	-56.509	133,295.42
680-4041-50-00	W Thoroughfare Impact Fees	(2,500,000.00)		(2,500,000.00)	(2,467,179.57)	(487,832.94)		98.687	(32,820.43)
	Subtotal object - 04	(2,500,000.00)		(2,500,000.00)	(2,467,179.57)	(487,832.94)		98.687	(32,820.43)
680-4610-50-00	Interest	(30,000.00)		(30,000.00)	(19,825.64)	3,481.12		66.085	(10,174.36)
	Subtotal object - 04	(30,000.00)		(30,000.00)	(19,825.64)	3,481.12		66.085	(10,174.36)
680-4910-50-00	Other Revenue	(110,980.00)		(110,980.00)				0	(110,980.00)
	Subtotal object - 04	(110,980.00)		(110,980.00)				0	(110,980.00)
Program number:	DEFAULT PROGRAM	(2,640,980.00)		(2,640,980.00)	(2,487,005.21)	(484,351.82)		94.17	(153,974.79)
Department number: 50	IMPACT FEES	(2,640,980.00)		(2,640,980.00)	(2,487,005.21)	(484,351.82)		94.17	(153,974.79)
	Revenue Subtotal - - - - - -	(2,640,980.00)		(2,640,980.00)	(2,487,005.21)	(484,351.82)		94.17	(153,974.79)
680-5410-50-00-2012-ST	Fishtrap (Elem-DNT)	100,000.00	(100,000.00)					0	
680-5410-50-00-2013-ST	Prof. Svcs Teel 380 Inter Imp		100,000.00	100,000.00			95,985.00	0	4,015.00
680-5489-50-00	DEVELOPER AGREEMENT REIMBURSE	750,000.00	(750,000.00)					0	
680-5489-50-00-8006-DV	Development Agrmnt Parks/Legac	300,000.00		300,000.00	76,682.00	76,682.00		25.561	223,318.00
680-5489-50-00-8007-DV	TVG West Propser Rds Impact Fe	600,000.00		600,000.00				0	600,000.00
680-5489-50-00-8011-DV	Dev Agrment Star Trail	750,000.00		750,000.00	432,170.00			57.623	317,830.00
680-5489-50-00-8012-DV	Dev Agrmnt Tellus Windsong		750,000.00	750,000.00	476,795.67			63.573	273,204.33
	Subtotal object - 05	2,500,000.00		2,500,000.00	985,647.67	76,682.00	95,985.00	39.426	1,418,367.33
680-6410-50-00-1708-ST	Land Acq. Cook Lane				0.86			0	(0.86)
	Subtotal object - 06				0.86			0	(0.86)
680-6610-50-00-1708-ST	Cook Lane (First - End)		667,822.26	667,822.26	102,896.82	64,465.32	571,422.44	15.408	(6,497.00)
680-6610-50-00-1928-TR	Traffic Signal (Fishtrap/Teel)	250,000.00	150,000.00	400,000.00	42,626.00	27,820.00	352,976.10	10.657	4,397.90
680-6610-50-00-2004-TR	Traffic Signal (Fishtrap/Gee)	300,000.00		300,000.00	10,890.00		23,795.00	3.63	265,315.00

680-6610-50-00-2006-TR	Traffic Signal(Fishtrap/Wndsn)	50,000.00		50,000.00				0	50,000.00
680-6610-50-00-2013-ST	Teel - 380 Intersection Imp	100,000.00	(100,000.00)					0	
	Subtotal object - 06	700,000.00	717,822.26	1,417,822.26	156,412.82	92,285.32	948,193.54	11.032	313,215.90
680-7144-50-00	Transfer to Capital Proj Fund		100,000.00	100,000.00	100,000.00			100	
	Subtotal object - 07		100,000.00	100,000.00	100,000.00			100	
Program number:	DEFAULT PROGRAM	3,200,000.00	817,822.26	4,017,822.26	1,242,061.35	168,967.32	1,044,178.54	30.914	1,731,582.37
Department number: 50	IMPACT FEES	3,200,000.00	817,822.26	4,017,822.26	1,242,061.35	168,967.32	1,044,178.54	30.914	1,731,582.37
	Expense Subtotal - - - - - -	3,200,000.00	817,822.26	4,017,822.26	1,242,061.35	168,967.32	1,044,178.54	30.914	1,731,582.37
Fund number: 680	W THOROUGHFARE IMPACT FEES	559,020.00	817,822.26	1,376,842.26	(1,244,943.86)	(315,384.50)	1,044,178.54	-90.42	1,577,607.58
730-4530-10-00	Employee Health Contributions	(555,930.00)		(555,930.00)	(374,848.40)	(48,149.02)		67.427	(181,081.60)
730-4531-10-00	Employee Dental Contributions	(99,166.00)		(99,166.00)	(60,695.55)	(8,341.48)		61.206	(38,470.45)
730-4535-10-00	Employer Health Contributions	(2,243,374.00)		(2,243,374.00)	(1,413,486.02)	(163,306.95)		63.007	(829,887.98)
730-4536-10-00	Employer Dental Contributions	(92,591.00)		(92,591.00)	(56,407.94)	(7,890.58)		60.922	(36,183.06)
730-4537-10-00	Employer HSA Contributions	(193,421.00)		(193,421.00)				0	(193,421.00)
730-4540-10-00	Contractor Insurance Premium				(15,150.38)	(1,896.88)		0	15,150.38
	Subtotal object - 04	(3,184,482.00)		(3,184,482.00)	(1,920,588.29)	(229,584.91)		60.311	(1,263,893.71)
730-4610-10-00	Interest Income	(7,000.00)		(7,000.00)	(6,252.94)	983.00		89.328	(747.06)
	Subtotal object - 04	(7,000.00)		(7,000.00)	(6,252.94)	983.00		89.328	(747.06)
Program number:	DEFAULT PROGRAM	(3,191,482.00)		(3,191,482.00)	(1,926,841.23)	(228,601.91)		60.374	(1,264,640.77)
Department number: 10	ADMINISTRATION	(3,191,482.00)		(3,191,482.00)	(1,926,841.23)	(228,601.91)		60.374	(1,264,640.77)
	Revenue Subtotal - - - - - -	(3,191,482.00)		(3,191,482.00)	(1,926,841.23)	(228,601.91)		60.374	(1,264,640.77)
730-5160-10-00	Health Insurance	2,570,237.00		2,570,237.00	1,242,956.28	242,561.04		48.36	1,327,280.72
730-5161-10-00	PCORI Fees	990.00		990.00				0	990.00
730-5162-10-00	HSA Expense	193,421.00		193,421.00	174,820.94	3,047.76		90.384	18,600.06
730-5165-10-00	Dental Insurance	191,758.00		191,758.00	125,814.57	16,554.88		65.611	65,943.43
730-5170-10-00	Life Insurance/AD&D	42,000.00		42,000.00	22,911.61	3,411.25		54.551	19,088.39
730-5185-10-00	Long/Short Term Disability	31,200.00		31,200.00	17,680.10	2,643.29		56.667	13,519.90
	Subtotal object - 05	3,029,606.00		3,029,606.00	1,584,183.50	268,218.22		52.29	1,445,422.50
730-5410-10-00	Professional Services	25,000.00		25,000.00	20,000.00		11,750.00	80	(6,750.00)
730-5480-10-00	Contract Services	45,335.00	3,800.00	49,135.00	28,643.97	2,067.01	3,800.00	58.296	16,691.03
	Subtotal object - 05	70,335.00	3,800.00	74,135.00	48,643.97	2,067.01	15,550.00	65.615	9,941.03
730-5600-10-00	Special Events	12,000.00		12,000.00				0	12,000.00
	Subtotal object - 05	12,000.00		12,000.00				0	12,000.00
Program number:	DEFAULT PROGRAM	3,111,941.00	3,800.00	3,115,741.00	1,632,827.47	270,285.23	15,550.00	52.406	1,467,363.53
Department number: 10	ADMINISTRATION	3,111,941.00	3,800.00	3,115,741.00	1,632,827.47	270,285.23	15,550.00	52.406	1,467,363.53
	Expense Subtotal - - - - - -	3,111,941.00	3,800.00	3,115,741.00	1,632,827.47	270,285.23	15,550.00	52.406	1,467,363.53
Fund number: 730	EMPLOYEE HEALTH/INSURANCE FUND	(79,541.00)	3,800.00	(75,741.00)	(294,013.76)	41,683.32	15,550.00	388.183	202,722.76
750-4610-10-00	Interest Income				(137,364.34)	8,405.20		0	137,364.34
750-4612-10-00	Interest-2006 Bond				(342.14)			0	342.14
750-4618-10-00	Interest TXDOT Contributions				(471.08)	(11.52)		0	471.08
	Subtotal object - 04				(138,177.56)	8,393.68		0	138,177.56
750-4993-10-00	Transfer from Impact Fees		(169,168.00)	(169,168.00)	(169,168.00)			100	
750-4995-10-00	Transfer In	393,598.00	(2,185,123.00)	(1,791,525.00)	(1,902,585.78)			106.199	111,060.78
750-4997-10-00	Transfers In - Bond Funds				(5,951,906.67)			0	5,951,906.67
750-4999-10-00	Bond Proceeds	12,390,000.00	(24,780,000.00)	(12,390,000.00)				0	(12,390,000.00)
	Subtotal object - 04	12,783,598.00	(27,134,291.00)	(14,350,693.00)	(8,023,660.45)			55.911	(6,327,032.55)
Program number:	DEFAULT PROGRAM	12,783,598.00	(27,134,291.00)	(14,350,693.00)	(8,161,838.01)	8,393.68		56.874	(6,188,854.99)
Department number: 10	CAPITAL PROJECTS	12,783,598.00	(27,134,291.00)	(14,350,693.00)	(8,161,838.01)	8,393.68		56.874	(6,188,854.99)
	Revenue Subtotal - - - - - -	12,783,598.00	(27,134,291.00)	(14,350,693.00)	(8,161,838.01)	8,393.68		56.874	(6,188,854.99)
750-5405-10-00-1507-ST	W Prosper Rd Land Acq Svcs				10,375.00			0	(10,375.00)
750-5405-10-00-1710-ST	Coit Rd(First-Frontier) 4 Lns	800,000.00		800,000.00				0	800,000.00
750-5405-10-00-1823-ST	Victory Way Acq Svcs				30,000.00			0	(30,000.00)
750-5405-10-00-2009-ST	Land Acq. Fishtrap, Seg 1				346,985.50			0	(346,985.50)
750-5410-10-00-1723-PK	HWY 289 Gateway Monument		1,125.00	1,125.00	125.00		2,678.00	11.111	(1,678.00)
750-5410-10-00-1813-PK	US380 Median Design		6,000.00	6,000.00	875.00		5,475.00	14.583	(350.00)
750-5410-10-00-1823-ST	Victory Way (Coleman-Frontier)		68,812.40	68,812.40	46,542.40	46,542.40	44,770.00	67.637	(22,500.00)

750-5410-10-00-1824-ST	Fishtrap - Teel Int Improve	96,450.00	13,174.81	109,624.81	5,127.68		8,047.13	4.677	96,450.00
750-5410-10-00-1825-ST	Coleman (Gorgeous-Prosper Trl)		4,585.41	4,585.41	4,585.41		1,157.16	100	(1,157.16)
750-5410-10-00-1830-ST	Prosper Trl (DNT Intersection)		4,804.80	4,804.80			4,804.80	0	
750-5410-10-00-1904-FC	PS Facility Development Costs		550,000.00	550,000.00	52,077.96		(32,138.40)	9.469	530,060.44
750-5410-10-00-1921-PK	Town Hall Open Space Enhancemn		5,975.00	5,975.00	6,010.00			100.586	(35.00)
750-5410-10-00-1923-ST	Fishtrap Section 1 & 4		202,500.00	202,500.00	165,500.00		185,200.00	81.728	(148,200.00)
750-5410-10-00-1926-PK	Whitley Place H&B Trail Extens	10,000.00	(10,000.00)					0	
750-5410-10-00-1928-TR	Traffic Signal Fishtrap/Teel		21,122.00	21,122.00	14,650.00		17,722.00	69.359	(11,250.00)
750-5410-10-00-2012-ST	Fishtrap (Elem-DNT) 4 Lanes	800,000.00	100,000.00	900,000.00	109,402.00	52,827.00	790,598.00	12.156	
750-5410-10-00-2014-ST	First St (Coit-Custer) 4 Lns	1,000,000.00		1,000,000.00	183,400.00	42,350.00	816,600.00	18.34	
750-5410-10-00-2015-PK	Pecan Grove Phase II	67,000.00		67,000.00				0	67,000.00
750-5419-10-00-1511-ST	Prosper Trail (Kroger to Coit)		17,915.00	17,915.00			17,915.00	0	
750-5419-10-00-1512-ST	First Street (DNT to Coleman)		118,546.49	118,546.49			118,546.49	0	
750-5430-10-00-1507-ST	Legal Fees-W Prosper Rd Improv				40,526.73	2,305.36		0	(40,526.73)
750-5430-10-00-1708-ST	Lgl Fees Cook Lane (First-End)				779.00			0	(779.00)
750-5430-10-00-1713-FC	Legal - PS Complex Ph1				19.00			0	(19.00)
750-5430-10-00-1721-ST	Acacia Parkway Legal Fees				50,954.83	4,460.00		0	(50,954.83)
750-5430-10-00-1830-ST	Legal - Prosper Trl (DNT inte)				95.00			0	(95.00)
750-5430-10-00-1923-ST	Legal - Fishtrap Sec. 1 and 4				8,434.20			0	(8,434.20)
750-5430-10-00-1933-ST	Legal Fishtrap (seg 2) PISD				1,634.00			0	(1,634.00)
750-5435-10-00-1823-ST	Legal Notices - 1823ST				682.00			0	(682.00)
	Subtotal object - 05	2,773,450.00	1,104,560.91	3,878,010.91	1,078,780.71	148,484.76	1,981,375.18	27.818	817,855.02
750-6110-10-00-1805-ST	FM2478 (US380-FM1461)		243,373.00	243,373.00	68,832.15			28.283	174,540.85
750-6140-10-00-1901-EQ	Aerial Ladder Truck		227,305.28	227,305.28	236,216.68		4,391.99	103.92	(13,303.39)
750-6160-10-00-1901-EQ	Aerial Ladder Truck		982,701.29	982,701.29	982,701.29			100	
	Subtotal object - 06		1,453,379.57	1,453,379.57	1,287,750.12		4,391.99	88.604	161,237.46
750-6610-10-00-1412-ST	Downtown Enhancements		20,040.00	20,040.00	1,040.00	3,000.00	6,000.00	5.19	13,000.00
750-6610-10-00-1507-ST	West Prosper Rd Improvements	3,404,618.00	82,032.24	3,486,650.24	1,323,304.86		191,576.66	37.953	1,971,768.72
750-6610-10-00-1511-ST	Prosper Trail (Kroger to Coit)	208,166.00	1,048,023.26	1,256,189.26	890,895.53	199,449.01	145,928.73	70.92	219,365.00
750-6610-10-00-1513-ST	Old Town Streets		15,903.99	15,903.99	11,460.30		6,794.29	72.059	(2,350.60)
750-6610-10-00-1701-ST	Eighth Street (Church-PISD)		5,758.55	5,758.55	3,656.71		3,656.70	63.501	(1,554.86)
750-6610-10-00-1702-ST	Field Street (First-Broadway)		1,547.20	1,547.20	1,557.25		1,557.25	100.65	(1,567.30)
750-6610-10-00-1708-ST	Cook Lane (First-End)	2,100,000.00		2,100,000.00	10,810.45	10,810.45	1,116,208.82	0.515	972,980.73
750-6610-10-00-1713-FC	Public Safety Complex, Ph 1		288,146.44	288,146.44	125,129.29	1,015.50	217,365.84	43.426	(54,348.69)
750-6610-10-00-1714-FC	Town Hall FFE		18,847.71	18,847.71	11,994.56		17,676.63	63.639	(10,823.48)
750-6610-10-00-1723-PK	HWY 289 Gateway Monument		164,987.38	164,987.38	164,987.38		4,427.65	100	(4,427.65)
750-6610-10-00-1801-PK	Whitley Place H&B Trail Extens		8,437.50	8,437.50	6,312.50		4,437.50	74.815	(2,312.50)
750-6610-10-00-1803-ST	Fifth St (Coleman-Church)		2,511.69	2,511.69	7,191.09		7,191.09	286.305	(11,870.49)
750-6610-10-00-1804-ST	Third St (Main-Coleman)		5,714.20	5,714.20				0	5,714.20
750-6610-10-00-1809-FC	Parks and Public Works Complex				5.19			0	(5.19)
750-6610-10-00-1818-PK	Turf Irrigation SH289		80,000.00	80,000.00			45,820.83	0	34,179.17
750-6610-10-00-1819-ST	Coleman Street (At Prosper HS)	90,000.00		90,000.00				0	90,000.00
750-6610-10-00-1823-ST	Victory Way (Coleman-Frontier)		2,250,000.00	2,250,000.00			1,991,404.25	0	258,595.75
750-6610-10-00-1824-ST	Fishtrap-Teel Intersection Imp	1,350,000.00	50,000.00	1,400,000.00	450,273.69	220,295.00	949,709.41	32.162	16.90
750-6610-10-00-1825-ST	Coleman (Gorgeous-Prosper Trl)		10,570.00	10,570.00	10,570.00		10,570.00	100	(10,570.00)
750-6610-10-00-1827-TR	US 380 Median Lighting		485,000.00	485,000.00	174,493.82		291,558.68	35.978	18,947.50
750-6610-10-00-1830-ST	Prosper Trl (DNT Intersection)	1,600,000.00		1,600,000.00				0	1,600,000.00
750-6610-10-00-1905-FC	PS Facility-Construction		10,391,848.82	10,391,848.82	9,232,013.36	1,564,262.90	3,052,790.39	88.839	(1,892,954.93)
750-6610-10-00-1906-FC	Public Safety Complex FFE		1,165,000.00	1,165,000.00	246,953.02	177,467.03	359,610.52	21.198	558,436.46
750-6610-10-00-1909-TR	Traffic Signal (Coit & First)		288,244.00	288,244.00	264,359.00		94,077.51	91.714	(70,192.51)
750-6610-10-00-1926-PK	Whitley Place H&B Trail Extens	270,000.00	10,000.00	280,000.00			15,725.00	0	264,275.00
750-6610-10-00-1929-ST	BNSF Quiet Zone First/Fifth		145,000.00	145,000.00				0	145,000.00
750-6610-10-00-1932-ST	Coit Road and US 380		90,000.00	90,000.00			114,450.46	0	(24,450.46)
750-6610-10-00-2008-ST	Prosper Trl(Coit-Custer) 2Lns	4,750,000.00	1,372,000.00	6,122,000.00	105,052.62	3,052.62	16,947.38	1.716	6,000,000.00
750-6610-10-00-2009-ST	Fishtrap, Seg 1 (Teel-Mid Sch)	1,190,000.00		1,190,000.00				0	1,190,000.00
750-6610-10-00-2016-PK	Frontier Park Storage		147,927.00	147,927.00	10,722.72	870.40	3,077.28	7.249	134,127.00

	Subtotal object - 06	14,962,784.00	18,147,539.98	33,110,323.98	13,052,783.34	2,180,222.91	8,668,562.87	39.422	11,388,977.77
750-7142-10-00	Transfer to W/S				47,737.35			0	(47,737.35)
	Subtotal object - 07				47,737.35			0	(47,737.35)
Program number:	DEFAULT PROGRAM	17,736,234.00	20,705,480.46	38,441,714.46	15,467,051.52	2,328,707.67	10,654,330.04	40.235	12,320,332.90
Department number: 10	CAPITAL PROJECTS	17,736,234.00	20,705,480.46	38,441,714.46	15,467,051.52	2,328,707.67	10,654,330.04	40.235	12,320,332.90
	Expense Subtotal - - - - - -	17,736,234.00	20,705,480.46	38,441,714.46	15,467,051.52	2,328,707.67	10,654,330.04	40.235	12,320,332.90
Fund number: 750	CAPITAL PROJECTS	30,519,832.00	(6,428,810.54)	24,091,021.46	7,305,213.51	2,337,101.35	10,654,330.04	30.323	6,131,477.91
760-4610-10-00	Interest Income				(89,082.46)	7,224.14		0	89,082.46
	Subtotal object - 04				(89,082.46)	7,224.14		0	89,082.46
760-4995-10-00	Transfers In		(3,051,275.00)	(3,051,275.00)	(3,051,275.00)			100	
760-4997-10-00	Transfers In - Bond Funds				(5,262,412.68)			0	5,262,412.68
	Subtotal object - 04		(3,051,275.00)	(3,051,275.00)	(8,313,687.68)			272.466	5,262,412.68
Program number:	DEFAULT PROGRAM		(3,051,275.00)	(3,051,275.00)	(8,402,770.14)	7,224.14		275.386	5,351,495.14
Department number: 10	CAPITAL PROJECTS-W/S		(3,051,275.00)	(3,051,275.00)	(8,402,770.14)	7,224.14		275.386	5,351,495.14
	Revenue Subtotal - - - - - -		(3,051,275.00)	(3,051,275.00)	(8,402,770.14)	7,224.14		275.386	5,351,495.14
760-5430-10-00-1716-WA	Legal - 24" WL Conn. Cnty Line				2,052.00			0	(2,052.00)
	Subtotal object - 05				2,052.00			0	(2,052.00)
760-6410-10-00-1716-WA	Water Supply Line Ph I Esment				132.00			0	(132.00)
	Subtotal object - 06				132.00			0	(132.00)
760-6610-10-00-1501-WA	Lower Pressure Pln 42" Trns Ln		1,434,400.00	1,434,400.00	577,952.52	306,127.64	856,447.48	40.292	
760-6610-10-00-1613-DR	Old Town Drainage-Church/Parvi	427,564.00	9,800.00	437,364.00	4,750.00		9,800.00	1.086	422,814.00
760-6610-10-00-1708-WA	EW Collector (Cook - DNT)		411,000.00	411,000.00	56,780.58	56,780.58	28,823.30	13.815	325,396.12
760-6610-10-00-1715-WA	Fishtrap Elevated Storage Tank		4,673,862.41	4,673,862.41	2,432,820.51	736,288.51	2,715,795.90	52.052	(474,754.00)
760-6610-10-00-1716-WA	Water Supply Line Phase I		4,806,792.64	4,806,792.64	3,190,735.00	140,914.00	2,244,966.73	66.38	(628,909.09)
760-6610-10-00-1718-DR	Old Town Regional Retention	479,365.00	21,400.00	500,765.00	6,150.00		15,250.00	1.228	479,365.00
760-6610-10-00-1902-WA	Custer Rd Meter Stat/WL Reloc		2,713,367.22	2,713,367.22	140,242.22	962.63	71,850.00	5.169	2,501,275.00
760-6610-10-00-1903-WW	Church/Parvin WW Reconstruct	100,000.00		100,000.00				0	100,000.00
760-6610-10-00-1924-WA	Fifth Street Water Line		6,830.00	6,830.00	7,540.00	640.00		110.395	(710.00)
760-6610-10-00-1930-WA	Broadway (Parvin-Craig)		150,000.00	150,000.00				0	150,000.00
	Subtotal object - 06	1,006,929.00	14,227,452.27	15,234,381.27	6,416,970.83	1,241,713.36	5,942,933.41	42.122	2,874,477.03
Program number:	DEFAULT PROGRAM	1,006,929.00	14,227,452.27	15,234,381.27	6,419,154.83	1,241,713.36	5,942,933.41	42.136	2,872,293.03
Department number: 10	CAPITAL PROJECTS-W/S	1,006,929.00	14,227,452.27	15,234,381.27	6,419,154.83	1,241,713.36	5,942,933.41	42.136	2,872,293.03
	Expense Subtotal - - - - - -	1,006,929.00	14,227,452.27	15,234,381.27	6,419,154.83	1,241,713.36	5,942,933.41	42.136	2,872,293.03
Fund number: 760	CAPITAL PROJECTS - WATER/SEWER	1,006,929.00	11,176,177.27	12,183,106.27	(1,983,615.31)	1,248,937.50	5,942,933.41	-16.282	8,223,788.17
770-4610-10-00	Interest Income				(1,535.44)	(33.57)		0	1,535.44
	Subtotal object - 04				(1,535.44)	(33.57)		0	1,535.44
Program number:	DEFAULT PROGRAM				(1,535.44)	(33.57)		0	1,535.44
Department number: 10	ADMINISTRATION				(1,535.44)	(33.57)		0	1,535.44
	Revenue Subtotal - - - - - -				(1,535.44)	(33.57)		0	1,535.44
770-7144-10-00	Transfer to Capital Projects				3,669.24			0	(3,669.24)
	Subtotal object - 07				3,669.24			0	(3,669.24)
Program number:	DEFAULT PROGRAM				3,669.24			0	(3,669.24)
Department number: 10	ADMINISTRATION				3,669.24			0	(3,669.24)
	Expense Subtotal - - - - - -				3,669.24			0	(3,669.24)
Fund number: 770	2015 CERTIFICATES OF OBLIG				2,133.80	(33.57)		0	(2,133.80)
771-4610-10-00	Interest Income				(50.73)	(6.42)		0	50.73
	Subtotal object - 04				(50.73)	(6.42)		0	50.73
Program number:	DEFAULT PROGRAM				(50.73)	(6.42)		0	50.73
Department number: 10	ADMINISTRATION				(50.73)	(6.42)		0	50.73
	Revenue Subtotal - - - - - -				(50.73)	(6.42)		0	50.73
Fund number: 771	2016 CERTIFICATES OF OBLIG				(50.73)	(6.42)		0	50.73
772-4610-10-00	Interest Income				(103.05)			0	103.05
	Subtotal object - 04				(103.05)			0	103.05
Program number:	DEFAULT PROGRAM				(103.05)			0	103.05
Department number: 10	ADMINISTRATION				(103.05)			0	103.05
	Revenue Subtotal - - - - - -				(103.05)			0	103.05

772-7144-10-00	Transfer to Capital Projects	60,192.70		0	(60,192.70)
	Subtotal object - 07	60,192.70		0	(60,192.70)
Program number:	DEFAULT PROGRAM	60,192.70		0	(60,192.70)
Department number: 10	ADMINISTRATION	60,192.70		0	(60,192.70)
	Expense Subtotal - - - - - -	60,192.70		0	(60,192.70)
Fund number: 772	2017 CERTIFICATES OF OBLIG	60,089.65		0	(60,089.65)
773-4611-98-02	Interest - 2016 CO Proceeds	(2,486.11)	(303.16)	0	2,486.11
	Subtotal object - 04	(2,486.11)	(303.16)	0	2,486.11
Program number: 2	STORM DRAINAGE	(2,486.11)	(303.16)	0	2,486.11
Department number: 98	ENGINEERING	(2,486.11)	(303.16)	0	2,486.11
	Revenue Subtotal - - - - - -	(2,486.11)	(303.16)	0	2,486.11
Fund number: 773	2016 CO BONDS - DRAINAGE	(2,486.11)	(303.16)	0	2,486.11
774-4612-98-02	Interest - 2017 CO Proceeds	(2,579.91)	(63.41)	0	2,579.91
	Subtotal object - 04	(2,579.91)	(63.41)	0	2,579.91
Program number: 2	STORM DRAINAGE	(2,579.91)	(63.41)	0	2,579.91
Department number: 98	ENGINEERING	(2,579.91)	(63.41)	0	2,579.91
	Revenue Subtotal - - - - - -	(2,579.91)	(63.41)	0	2,579.91
Fund number: 774	2017 CO BOND - DRAINAGE	(2,579.91)	(63.41)	0	2,579.91
775-4610-10-00	Interest Income	(4,726.14)	(93.26)	0	4,726.14
	Subtotal object - 04	(4,726.14)	(93.26)	0	4,726.14
Program number:	DEFAULT PROGRAM	(4,726.14)	(93.26)	0	4,726.14
Department number: 10	ADMINISTRATION	(4,726.14)	(93.26)	0	4,726.14
	Revenue Subtotal - - - - - -	(4,726.14)	(93.26)	0	4,726.14
775-7144-10-00	Transfer to Capital Projects	12,551.35		0	(12,551.35)
	Subtotal object - 07	12,551.35		0	(12,551.35)
Program number:	DEFAULT PROGRAM	12,551.35		0	(12,551.35)
Department number: 10	ADMINISTRATION	12,551.35		0	(12,551.35)
	Expense Subtotal - - - - - -	12,551.35		0	(12,551.35)
Fund number: 775	2018 CERTIFICATES OF OBLIG	7,825.21	(93.26)	0	(7,825.21)
776-4610-10-00	Interest Income	(26,412.22)	(455.09)	0	26,412.22
	Subtotal object - 04	(26,412.22)	(455.09)	0	26,412.22
Program number:	DEFAULT PROGRAM	(26,412.22)	(455.09)	0	26,412.22
Department number: 10	ADMINISTRATION	(26,412.22)	(455.09)	0	26,412.22
	Revenue Subtotal - - - - - -	(26,412.22)	(455.09)	0	26,412.22
776-7144-10-00	Transfer to Capital Projects	1,751,253.94		0	(1,751,253.94)
	Subtotal object - 07	1,751,253.94		0	(1,751,253.94)
Program number:	DEFAULT PROGRAM	1,751,253.94		0	(1,751,253.94)
Department number: 10	ADMINISTRATION	1,751,253.94		0	(1,751,253.94)
	Expense Subtotal - - - - - -	1,751,253.94		0	(1,751,253.94)
Fund number: 776	2018 CO - WATER	1,724,841.72	(455.09)	0	(1,724,841.72)
777-4610-10-00	Interest Income	(23,423.36)	(249.93)	0	23,423.36
	Subtotal object - 04	(23,423.36)	(249.93)	0	23,423.36
Program number:	DEFAULT PROGRAM	(23,423.36)	(249.93)	0	23,423.36
Department number: 10	ADMINISTRATION	(23,423.36)	(249.93)	0	23,423.36
	Revenue Subtotal - - - - - -	(23,423.36)	(249.93)	0	23,423.36
777-7144-10-00	Transfer to Capital Projects	3,459,752.15		0	(3,459,752.15)
	Subtotal object - 07	3,459,752.15		0	(3,459,752.15)
Program number:	DEFAULT PROGRAM	3,459,752.15		0	(3,459,752.15)
Department number: 10	ADMINISTRATION	3,459,752.15		0	(3,459,752.15)
	Expense Subtotal - - - - - -	3,459,752.15		0	(3,459,752.15)
Fund number: 777	CO BONDS - WATER	3,436,328.79	(249.93)	0	(3,436,328.79)
779-4610-10-00	Interest Income	(115,700.41)	(1,872.60)	0	115,700.41
	Subtotal object - 04	(115,700.41)	(1,872.60)	0	115,700.41
Program number:	DEFAULT PROGRAM	(115,700.41)	(1,872.60)	0	115,700.41
Department number: 10	ADMINISTRATION	(115,700.41)	(1,872.60)	0	115,700.41
	Revenue Subtotal - - - - - -	(115,700.41)	(1,872.60)	0	115,700.41

779-7144-10-00	Transfer to Capital Projects			4,800,424.78		0	(4,800,424.78)
	Subtotal object - 07			4,800,424.78		0	(4,800,424.78)
Program number:	DEFAULT PROGRAM			4,800,424.78		0	(4,800,424.78)
Department number: 10	ADMINISTRATION			4,800,424.78		0	(4,800,424.78)
	Expense Subtotal - - - - - -			4,800,424.78		0	(4,800,424.78)
Fund number: 779	CO BONDS			4,684,724.37	(1,872.60)	0	(4,684,724.37)
780-4610-10-00	Interest Income			(7,193.48)	(130.67)	0	7,193.48
	Subtotal object - 04			(7,193.48)	(130.67)	0	7,193.48
Program number:	DEFAULT PROGRAM			(7,193.48)	(130.67)	0	7,193.48
Department number: 10	ADMINISTRATION			(7,193.48)	(130.67)	0	7,193.48
	Revenue Subtotal - - - - - -			(7,193.48)	(130.67)	0	7,193.48
780-7144-10-00	Transfer to Capital Projects			346,985.50		0	(346,985.50)
	Subtotal object - 07			346,985.50		0	(346,985.50)
Program number:	DEFAULT PROGRAM			346,985.50		0	(346,985.50)
Department number: 10	ADMINISTRATION			346,985.50		0	(346,985.50)
	Expense Subtotal - - - - - -			346,985.50		0	(346,985.50)
Fund number: 780	2015 GENERAL OBLIGATIONS			339,792.02	(130.67)	0	(339,792.02)
782-4610-10-00	Interest Income			(3,796.52)	(70.87)	0	3,796.52
	Subtotal object - 04			(3,796.52)	(70.87)	0	3,796.52
Program number:	DEFAULT PROGRAM			(3,796.52)	(70.87)	0	3,796.52
Department number: 10	ADMINISTRATION			(3,796.52)	(70.87)	0	3,796.52
	Revenue Subtotal - - - - - -			(3,796.52)	(70.87)	0	3,796.52
782-7144-10-00	Transfer to Capital Projects			91,752.34		0	(91,752.34)
	Subtotal object - 07			91,752.34		0	(91,752.34)
Program number:	DEFAULT PROGRAM			91,752.34		0	(91,752.34)
Department number: 10	ADMINISTRATION			91,752.34		0	(91,752.34)
	Expense Subtotal - - - - - -			91,752.34		0	(91,752.34)
Fund number: 782	2018 GENERAL OBLIGATIONS			87,955.82	(70.87)	0	(87,955.82)
785-4610-10-00	Interest Income			(37,448.23)	(760.97)	0	37,448.23
	Subtotal object - 04			(37,448.23)	(760.97)	0	37,448.23
Program number:	DEFAULT PROGRAM			(37,448.23)	(760.97)	0	37,448.23
Department number: 10	ADMINISTRATION			(37,448.23)	(760.97)	0	37,448.23
	Revenue Subtotal - - - - - -			(37,448.23)	(760.97)	0	37,448.23
785-7144-10-00	Transfer to Capital Projects			640,000.00		0	(640,000.00)
	Subtotal object - 07			640,000.00		0	(640,000.00)
Program number:	DEFAULT PROGRAM			640,000.00		0	(640,000.00)
Department number: 10	ADMINISTRATION			640,000.00		0	(640,000.00)
	Expense Subtotal - - - - - -			640,000.00		0	(640,000.00)
Fund number: 785	GENERAL OBLIGATION BONDS			602,551.77	(760.97)	0	(602,551.77)
800-4120-65-00	Sales Taxes	(2,750,000.00)	(2,750,000.00)	(2,032,991.99)	(284,675.20)	73.927	(717,008.01)
	Subtotal object - 04	(2,750,000.00)	(2,750,000.00)	(2,032,991.99)	(284,675.20)	73.927	(717,008.01)
800-4610-65-00	Interest Income	(100,000.00)	(100,000.00)	(77,842.06)	(2,542.09)	77.842	(22,157.94)
	Subtotal object - 04	(100,000.00)	(100,000.00)	(77,842.06)	(2,542.09)	77.842	(22,157.94)
800-4910-65-00	Other Revenue			(100.00)		0	100.00
	Subtotal object - 04			(100.00)		0	100.00
Program number:	DEFAULT PROGRAM	(2,850,000.00)	(2,850,000.00)	(2,110,934.05)	(287,217.29)	74.068	(739,065.95)
Department number: 65	ECONOMIC DEVELOPMENT	(2,850,000.00)	(2,850,000.00)	(2,110,934.05)	(287,217.29)	74.068	(739,065.95)
	Revenue Subtotal - - - - - -	(2,850,000.00)	(2,850,000.00)	(2,110,934.05)	(287,217.29)	74.068	(739,065.95)
800-5110-65-00	Salaries & Wages	384,092.00	384,092.00	213,596.17	25,599.50	55.611	170,495.83
800-5140-65-00	Salaries - Longevity Pay	320.00	320.00	320.00		100	
800-5141-65-00	Salary-Incentive	25,000.00	25,000.00			0	25,000.00
800-5142-65-00	Car Allowance	14,400.00	14,400.00	10,400.00	1,300.00	72.222	4,000.00
800-5143-65-00	Cell Phone Allowance	2,880.00	2,880.00	1,920.00	240.00	66.667	960.00
800-5145-65-00	Social Security Expense	24,905.00	24,905.00	13,493.24	1,619.59	54.179	11,411.76
800-5150-65-00	Medicare Expense	5,825.00	5,825.00	3,155.68	378.78	54.175	2,669.32
800-5155-65-00	SUTA Expense	486.00	486.00	441.00		90.741	45.00

800-5160-65-00	Health Insurance	35,381.00		35,381.00	13,127.04	1,453.38		37.102	22,253.96
800-5165-65-00	Dental Insurance	1,398.00		1,398.00	595.92	72.66		42.627	802.08
800-5170-65-00	Life Insurance/AD&D	517.00		517.00	99.04	12.38		19.157	417.96
800-5175-65-00	Liability (TML)/Workers' Comp	764.00		764.00	545.01	72.77		71.336	218.99
800-5180-65-00	TMRS Expense	54,430.00		54,430.00	30,434.28	3,648.97		55.915	23,995.72
800-5185-65-00	Long/Short Term Disability	730.00		730.00	381.51	48.64		52.262	348.49
800-5186-65-00	WELLE-Wellness Prog Reimb-Empl	1,200.00		1,200.00	400.00	50.00		33.333	800.00
800-5189-65-00	Administrative Fees	15,000.00		15,000.00	10,000.00	1,250.00		66.667	5,000.00
800-5190-65-00	Contract Labor	50,000.00		50,000.00				0	50,000.00
	Subtotal object - 05	617,328.00		617,328.00	298,908.89	35,746.67		48.42	318,419.11
800-5210-65-00	Office Supplies	2,500.00		2,500.00	1,988.33	514.12		79.533	511.67
800-5212-65-00	Building Supplies	800.00		800.00				0	800.00
800-5220-65-00	Office Equipment	15,000.00		15,000.00	3,435.00			22.9	11,565.00
800-5230-65-00	Dues,Fees,& Subscriptions	40,000.00		40,000.00	17,136.20	2,897.32		42.841	22,863.80
800-5240-65-00	Postage and Delivery	1,000.00		1,000.00	494.70			49.47	505.30
800-5265-65-00	Promotional Expense	85,000.00		85,000.00	8,612.00	150.00		10.132	76,388.00
800-5280-65-00	Printing and Reproduction	5,000.00	(241.00)	4,759.00	830.87			17.459	3,928.13
	Subtotal object - 05	149,300.00	(241.00)	149,059.00	32,497.10	3,561.44		21.802	116,561.90
800-5305-65-00	Chapt 380 Program Grant Exp	554,570.00		554,570.00	402,707.69	30,408.59		72.616	151,862.31
800-5310-65-00	Rental Expense	60,000.00		60,000.00	38,069.74	4,757.71		63.45	21,930.26
800-5330-65-00	Copier Expense	5,500.00		5,500.00	2,372.31	641.36		43.133	3,127.69
800-5340-65-00	Building Repairs	500.00		500.00				0	500.00
	Subtotal object - 05	620,570.00		620,570.00	443,149.74	35,807.66		71.41	177,420.26
800-5410-65-00	Professional Services	225,000.00		225,000.00	44,239.05	8,830.00	18,000.00	19.662	162,760.95
800-5412-65-00	Audit Fees	2,494.00		2,494.00	2,375.00			95.229	119.00
800-5430-65-00	Legal Fees	20,000.00		20,000.00	592.00	250.00		2.96	19,408.00
	Subtotal object - 05	247,494.00		247,494.00	47,206.05	9,080.00	18,000.00	19.074	182,287.95
800-5520-65-00	Telephones		241.00	241.00	240.60			99.834	0.40
800-5526-65-00	Data Network	1,000.00		1,000.00	456.18			45.618	543.82
800-5530-65-00	Travel	30,000.00		30,000.00	2,689.88			8.966	27,310.12
800-5531-65-00	Prospect Mtgs/Business Meals	10,000.00		10,000.00	3,178.91	127.87		31.789	6,821.09
800-5533-65-00	Mileage Expense	500.00		500.00	93.64	27.60		18.728	406.36
800-5536-65-00	Training/Seminars	15,000.00		15,000.00	713.00	(450.00)		4.753	14,287.00
	Subtotal object - 05	56,500.00	241.00	56,741.00	7,372.21	(294.53)		12.993	49,368.79
800-6015-65-00	Project Incentives	100,000.00		100,000.00				0	100,000.00
	Subtotal object - 06	100,000.00		100,000.00				0	100,000.00
Program number:	DEFAULT PROGRAM	1,791,192.00		1,791,192.00	829,133.99	83,901.24	18,000.00	46.29	944,058.01
Department number: 65	ECONOMIC DEVELOPMENT	1,791,192.00		1,791,192.00	829,133.99	83,901.24	18,000.00	46.29	944,058.01
	Expense Subtotal - - - - - -	1,791,192.00		1,791,192.00	829,133.99	83,901.24	18,000.00	46.29	944,058.01
Fund number: 800	ECONOMIC DEVELOPMENT CORPORATI	(1,058,808.00)		(1,058,808.00)	(1,281,800.06)	(203,316.05)	18,000.00	121.061	204,992.06

TOWN OF PROSPER

Prosper is a place where everyone matters.

ENGINEERING SERVICES

To: **Mayor and Town Council**

From: **Dan Heischman, P.E., Assistant Director of Engineering Services – Development**

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

Re: **Town Council Meeting – July 14, 2020**

Agenda Item:

Consider and act upon an ordinance amending Subsection (a) of Section 10.01.001, "Engineering Design Standards," of Article 10.01, "General Provisions," of Chapter 10, "Subdivision Regulation," of the Town's Code of Ordinances by adopting new Roadway Design Requirements.

Description of Agenda Item:

Goal 1c of the Town Council's Major Initiatives states "Provide Efficient and Effective Roads and Infrastructure." Staff has reviewed and revised the standards relating to roadway design and construction of infrastructure within the Town and its Extra-Territorial Jurisdiction (ETJ).

The process of developing and updating standards included 1) reviewing existing practices and requirements, 2) surveying neighboring communities regarding their best available technology and practices, and 3) ensuring the proposed requirements are consistent with standard practice for municipalities in this area. A draft of the proposed standards was provided to the development and engineering community via the Prosper Developers Council (PDC).

The proposed Roadway Design Requirements were discussed with the Town Council at the June 23, 2020, Town Council meeting. Based on Council input and direction, staff revised the proposed requirements to remove chicanes as a traffic calming treatment option.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Section 4 – Roadway Design Requirements

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance amending Subsection (a) of Section 10.01.001, “Engineering Design Standards,” of Article 10.01, “General Provisions,” of Chapter 10, “Subdivision Regulation,” of the Town’s Code of Ordinances by adopting new Roadway Design Requirements.

Proposed Motion:

I move to approve an ordinance amending Subsection (a) of Section 10.01.001, “Engineering Design Standards,” of Article 10.01, “General Provisions,” of Chapter 10, “Subdivision Regulation,” of the Town’s Code of Ordinances by adopting new Roadway Design Requirements.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 20-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SUBSECTION (a) OF SECTION 10.01.001, "ENGINEERING DESIGN STANDARDS," OF ARTICLE 10.01, "GENERAL PROVISIONS," OF CHAPTER 10, "SUBDIVISION REGULATION," OF THE TOWN'S CODE OF ORDINANCES BY ADOPTING NEW ROADWAY DESIGN REQUIREMENTS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council has determined that the adoption of this Ordinance best serves the general welfare of the Town and its residents by providing new roadway design requirements, which requirements will preserve the public health, safety, and welfare, and will protect and enhance the Town's design, environmental and aesthetic quality; and

WHEREAS, the Town Council has further determined that the amendments provided herein will ensure the existing roadway design requirements are up-to-date and will reflect the enduring quality of development in the Town.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, existing Subsection (a) of Section 10.01.001, "Engineering Design Standards," of Article 10.01, "Subdivision Regulation," of the Town's Code of Ordinances are hereby amended to read as follows:

"**Sec. 10.01.001 Engineering design standards**

(a) There are hereby established, in the Town's Engineering Design Standards Roadway Design Requirements for the purpose of promoting the health, safety, and welfare of the Town and its inhabitants. The Roadway System Design Requirements are hereby established as "Section 4" of the Town's Engineering Design Standards. The Roadway System Design Requirements are hereby established as set forth in Exhibit A, attached to this Ordinance and incorporated for all purposes."

SECTION 3

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

SECTION 4

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

SECTION 5

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of five hundred dollars ($500.00) for each offense.

SECTION 6

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 14TH DAY OF JULY, 2020.

APPROVED:

_____
Ray Smith, Mayor

ATTEST:

_____
Melissa Lee, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

EXHIBIT A
(Town Design Manual)

SECTION 4 – ROADWAY DESIGN STANDARDS

4.01. General

The arrangement, character, extent, width and location of all streets shall be in general conformity with the Town's Thoroughfare Plan and Comprehensive Plan, and should be considered in their relation to existing and planned streets, topographical and environmental considerations, scenic views and the land uses proposed to be served by such streets.

The Town of Prosper shall approve the location of all public roadways, all driveway connections to public roadways, and all mutual access driveways between properties. Where a proposed public roadway or mutual access driveway will cross a property line, both property owners shall consent to the alignment; if the property owners fail to agree on an alignment, the alignment shall be determined by the Director of Engineering Services.

All thoroughfare and other roadway designs shall meet the guidelines in AASHTO's current *A Policy on Geometric Design of Highways and Streets*, and all street signs and pavements markings shall meet the guidelines in the current edition of the *Manual of Uniform Traffic Control Devices*.

4.02. Street Design

A. Thoroughfare Definitions - The Town of Prosper recognizes four basic classifications of public roadways that include freeways, thoroughfares, collectors, and local streets as identified in the transportation element of the Comprehensive Plan. Each class provides a certain degree of continuity, capacity, and accessibility to adjacent land uses. While differentiated by function, there is also a variance in geometric design. Table 4.1 summarizes the general design criteria of roadways within Prosper. The typical cross-sections are depicted in Figure 4.1.

B. Roadway Geometrics - Geometrics of city streets may be defined as the geometry of the pavement and curb areas that govern the movement of traffic within the confines of the rights-of- way (ROW). Included in the geometrics are pavement width, degree of curvature, width of traffic lanes, median nose radii, curb radii at street intersections, cross fall, crown height, pavement thickness and geometric shapes of islands separating traffic movements and other features.

1. Design Speed - The design speed is a primary factor in the horizontal and vertical alignment of roadways. Design features such as curvature, super-elevation, turning movement radii and sight distance affects roadway lane width, pavement width, pavement cross-fall, pavement crown and clearances. The design speeds depicted shall be used where existing ground slopes are less than six percent (6%). Refer to Table 4.1.

2. Grades - Roadway grades shall be a minimum of six-tenths percent (0.6%) in order to insure proper flow of surface drainage toward inlets and a maximum of six percent (6%). Steeper grades may be permitted on local residential streets and where required by topographical features, as approved by the Director of Engineering Services or their designee.

3. Roadway Centerline - Roadways shall be placed in the center of the ROW, but may be shifted slightly to avoid groupings of trees. The centerline of curves shall be tangent to the centerline of street at each end of curve.

4. Cross Fall/Crown Height – 6LD and 4LD thoroughfares shall have a minimum cross fall of one- quarter inch per foot and a maximum cross fall of three-eighths inch per foot. 3L and 2LC thoroughfares shall have six-inch (6") parabolic crowns, and 2LN and 2LRN thoroughfares a five-inch (5") parabolic crown.

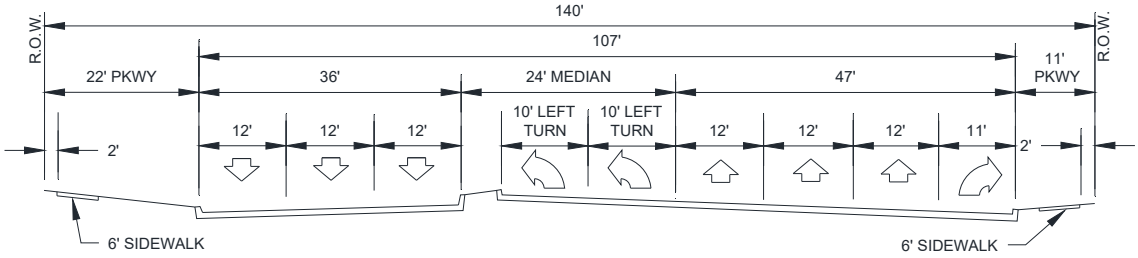
5. Pavement Thickness -. Refer to Table 4.1 for pavement thickness. The Town Paving and Subgrade Manual provides detailed design requirements for all street types.

TABLE 4.1: Town of Prosper Thoroughfare Definitions

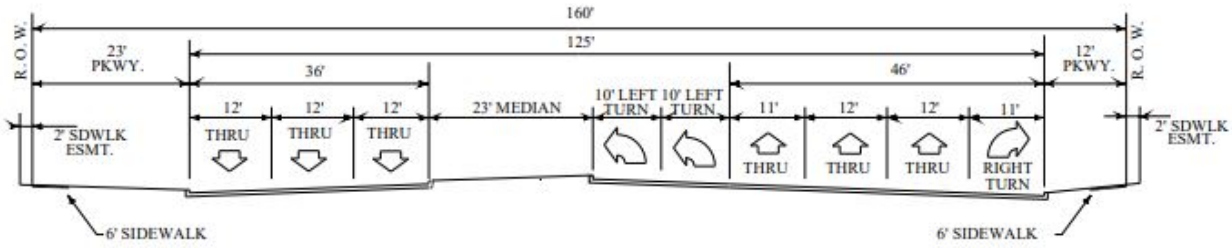
Criteria	Thoroughfare Class					
	Ultimate Major 6LD	**Interim(2) 4/6LD**	**Minor 4LD**	**Comm. Couplet 3L**	**Collector 2LC**	**Local 2LN/2LRN**
Right-of-Way (ROW)	120'(5)	120'(5)	90'(6)	65'	60'	50'/50'min.
Pavement Width (face-face)	2 @ 36'	2 @ 24'	2 @ 24'	53'(3)	36'(8)	30' / 26'
Traffic Lanes	6	4	4	2	2	2
Shoulder Width	--	--	--	--	--	-- / 2'
Left Turn-lane Width	2 @ 10'	1 @ 12'	1 @ 10'	--	--	--
Right Turn-lane Width	11'	11'	11'	--	--	--
Median Width	24'	48'	18'	--	--	--
Parkway Width	12'	12'	12'	6'	12'	10'/12'
Ditch Width	--	--	--	--	--	-- / 10'min.
Minimum Pavement	9"	9"	9"	7"	7"	6"
Design Speed, V (MPH)	50	50	45	35	30	25
Minimum Grade	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%
Maximum Grade	6%	6%	6%	6%	6%	6%
Min. Horizontal Radii(1)	1,400'	1,400'	1,100'	450'	450'	300'(4)
Min. Tangent Between	100'	100'	100'	100'	100'	--
Min. Length of Crest Curve	See Table 4.3					
Min. Length of Sag	See Table 4.4					
Stopping Sight Distance	425'	425'	360'	200'	200'	155'
Parking	None	None	None	Permitted	Permitted	Permitted
Volume Range (VPD)	36-45,000	20-28,000	20-28,000	12-18,000	6-12,000	--

(1) Absolute minimum based on 2% cross slope.
(2) Four lane thoroughfare built in ROW of a 6LD thoroughfare so it can be widened in the future.
(3) Pavement of Commercial Couplet 3L includes 37' of travel way with 8' of parking on either side.
(4) May be reduced to two hundred feet (200') radius at mid-block locations provided that it is shown that the general public safety is not compromised. A curve, with a radius less than two hundred fifty feet (250'), must be a minimum of three hundred feet (300') from a street or alley intersection.
(5) 140' ROW at intersections with a 4 or 6 lane thoroughfare.
(6) 110' ROW at intersections with a 4 or 6 lane thoroughfare.
(7) Thickness shall be based on the geotechnical soils report. The Paving and Subgrade Manual provides detailed design requirements for all street types.
(8) Roadways adjacent to a neighborhood park or school shall have a minimum pavement width of 36'.

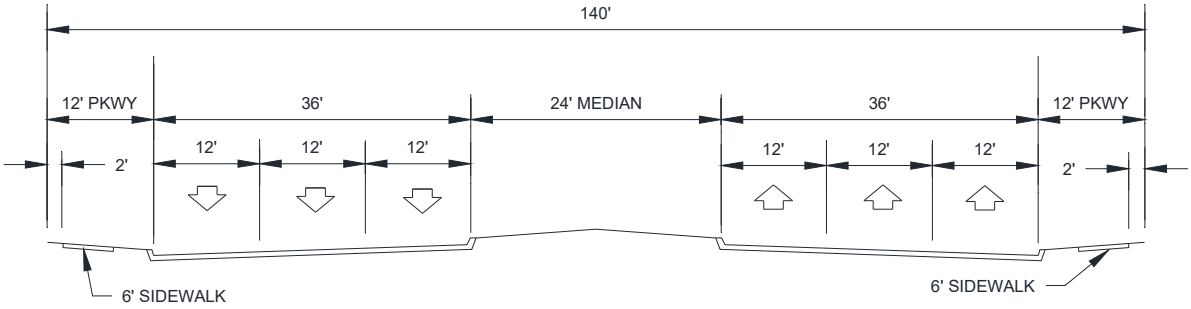
Ultimate Major Thoroughfare '6LD' (Intersection)



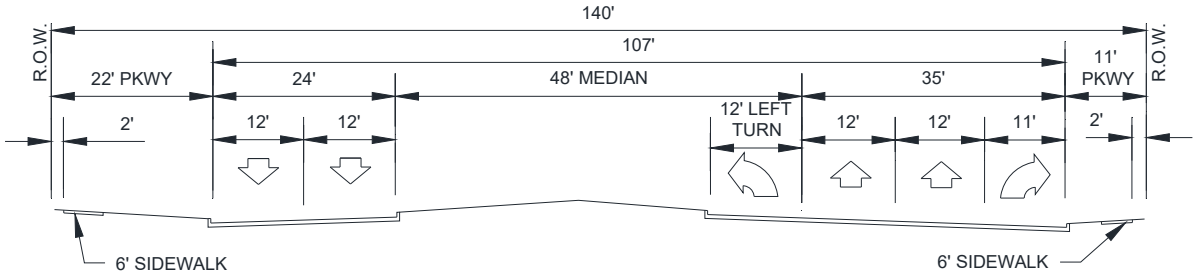
Ultimate Major Thoroughfare '6LD' (at DNT Frontage Roads)



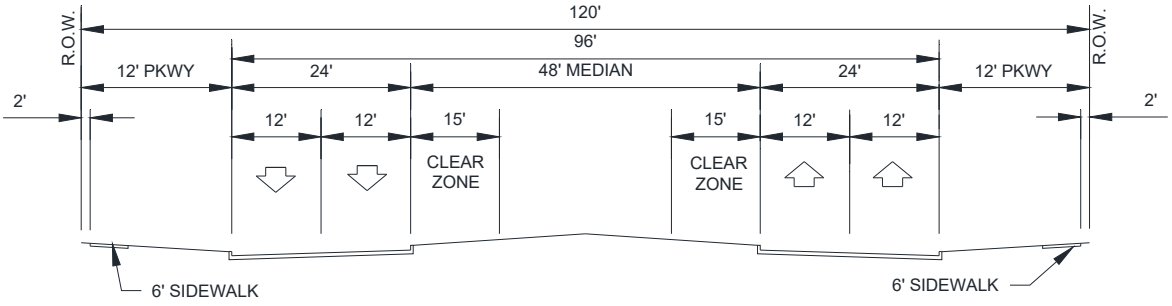
Ultimate Major Thoroughfare '6LD' (Midblock)



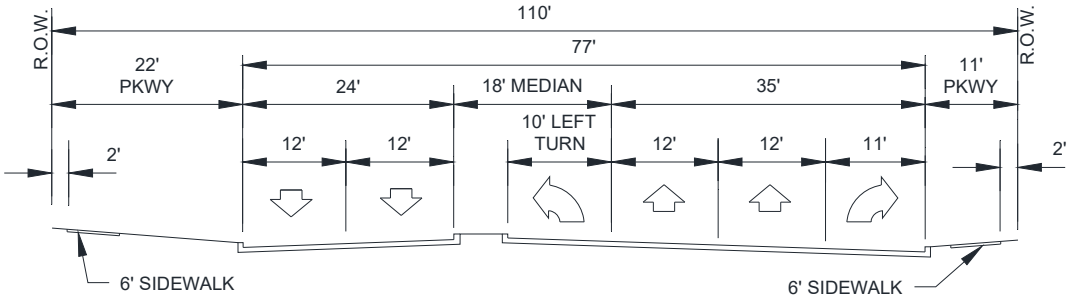
Interim Major Thoroughfare '4/6LD' (Intersection)



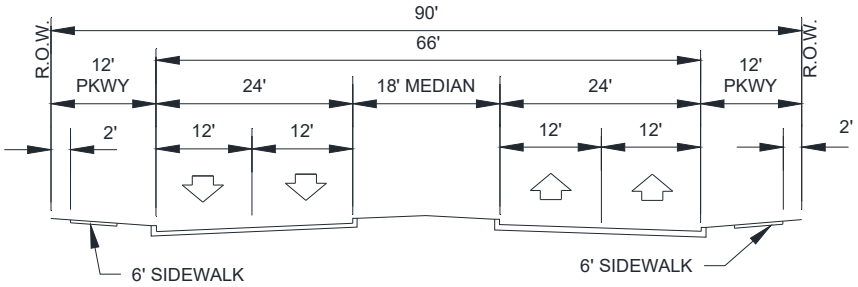
Interim Major Thoroughfare '4/6LD' (Midblock)



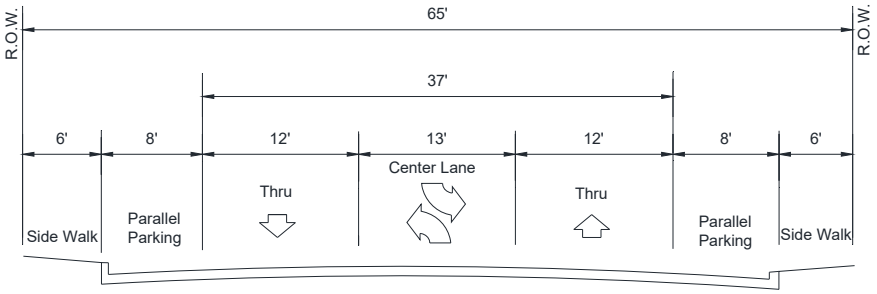
Minor Thoroughfare '4LD' (Intersection)



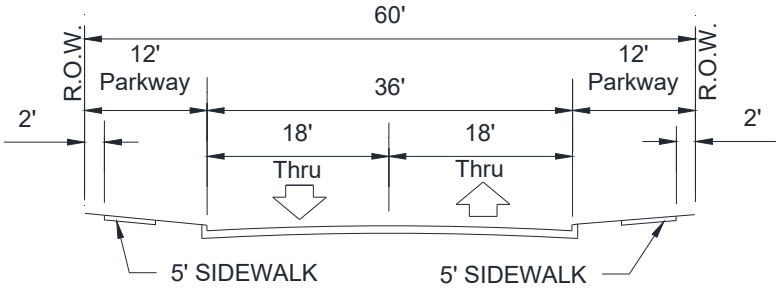
Minor Thoroughfare '4LD' (Midblock)



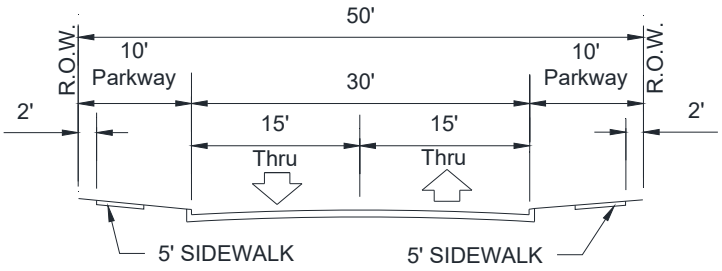
Commercial Couplet '3L'



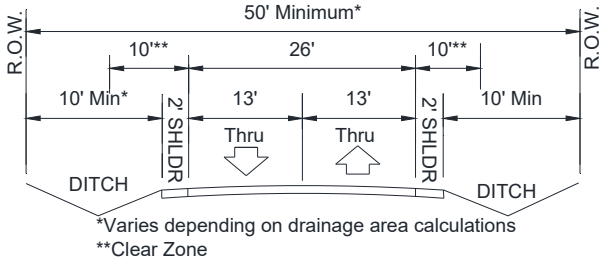
Collector Street '2LC'
(Commercial and Residential)



Neighborhood Street '2LN'



Rural
Neighborhood Street '2LRN'



Divided Residential Subdivision Entrance

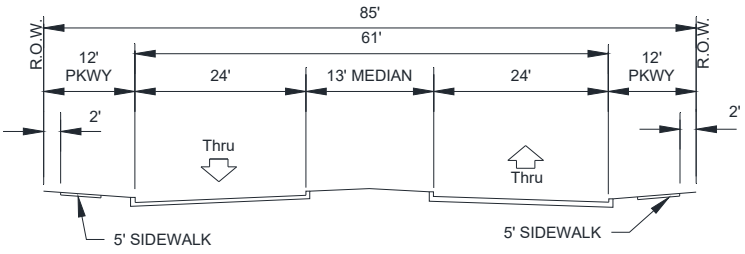


FIGURE 4.1: Typical Roadway Cross-Sections

C. Minimum Horizontal Design Radius:

1. The minimum centerline radius is a function of design speed, super-elevation and vehicle side friction. Side friction is the force that keeps a vehicle from sliding off the roadway. The minimum acceptable horizontal centerline radius is calculated using the following equation:

$$R(ft.) = \frac{V^2}{15(e+f)}$$

Where: R = centerline radius (ft); V = vehicle design speed (MPH); e = rate of roadway super-elevation (ft/ft); f = side friction factor (Table 4.2)

2. The minimum acceptable horizontal radius is shown in Table 4.2. The maximum length of a horizontal curve on 3L, 2LC, 2LN and 2LRN thoroughfares shall not exceed 1.6 times the centerline radius for a radius of two hundred feet (200') or greater.

TABLE 4.2: Minimum Horizontal Centerline Radius

Design Speed V (MPH)	f	e (ft/ft)	R (ft) (Rounded for Design)
25	0.165	-0.02	300(1)
30	0.160	-0.02	450
40	0.150	-0.02	600
45	0.145	-0.02	1,100
50	0.140	-0.02	1,400

1) May be reduced to two hundred feet (200') radius at mid-block locations provided that it is shown that the general public safety is not compromised. A curve, with a radius less than two hundred fifty feet (250'), must be a minimum of three hundred feet (300') from a street or alley intersection.

D. Minimum Vertical Alignment:

1. Vertical curves are utilized in roadway design to affect gradual change between tangent grades and will result in a design which is safe, comfortable in operation, pleasing in appearance and adequate for drainage. Vertical curve alignment shall also provide Stopping Sight Distance (SSD) in all cases. SSD is a function of design speed, perception-reaction time, grade, and vehicle deceleration. The perception-reaction time is assumed to be 2.5 seconds as stated by the American Association of State Highway and Transportation Officials (AASHTO). The vehicle deceleration is assumed to be 11.2 feet per second per second (fps2) based upon conservative pavement conditions and the ability of a vehicle to deceleration rate on a level grade. The equation for SSD appears below:

$$SSD = 1.47PV + 1.075\frac{V^2}{a}$$

Where: SSD = Stopping Sight Distance (ft); P = Perception Reaction Time (2.5 sec.); V = vehicle design speed (MPH); a = vehicle deceleration rate (11.2 fps2)

2. The minimum acceptable length of Crest and Sag curves are shown in Tables 4.3 and 4.4. Tables 4.3 and 4.4 also show values of K. K is defined as the rate of vertical curvature and is equivalent to the horizontal distance in feet required to make a one percent (1%) change in grade. The values of A are equivalent to the algebraic difference in grade between the two grades that are being joined together by the vertical curve.

TABLE 4.3: Minimum Acceptable Crest Curve Given Speed and Difference in Grade of Road

Design Speed, V (MPH)	SSD (ft)	K	Length of Vertical Curve, ft (L=KA)									
			A=1 (1)	A=2	A=3	A=4	A=5	A=6	A=7	A=8	A=9	A=10
25	155	12	--	100	100	100	100	100	100	100	110	120
30	200	19	--	100	100	100	100	120	140	150	170	190
35	250	29	--	100	100	120	150	180	200	230	260	290
40	305	44	100	100	130	180	220	270	310	350	400	440
45	360	61	100	120	180	250	310	370	430	490	550	610
50	425	84	100	170	250	340	420	510	590	670	760	840

(1)Speeds less than forty miles per hour (40 MPH), no vertical curve is necessary. Speeds greater than forty miles per hour (40 MPH), use length of one hundred feet (100').

TABLE 4.4: Minimum Acceptable Sag Curve Given Speed and Difference in Grade of Road

Design Speed, V (MPH)	SSD (ft)	K	Length of Vertical Curve, ft (L=KA)									
			A=1 (1)	A=2	A=3	A=4	A=5	A=6	A=7	A=8	A=9	A=10
25	155	26	--	100	100	110	130	160	180	210	240	260
30	200	37	--	100	110	150	190	220	260	300	330	370
35	250	49	--	100	150	200	250	300	340	390	440	490
40	305	64	100	130	190	260	320	390	450	510	580	640
45	360	79	100	160	240	320	400	480	550	630	710	790
50	425	96	100	190	290	390	480	580	670	770	870	960

(1)Speeds less than forty miles per hour (40 MPH), no vertical curve is necessary. Speeds greater than forty miles per hour (40 MPH), use length of one hundred feet (100').

Advisory Note: Values provided in Table 4.3 and 4.4. are minimum standards for stopping sight distance requirements. However, maximum design lengths should be considered to allow prosper drainage.

E. Standard Intersection Layout:

1. Street intersections shall intersect at ninety-degree (90°) angles. Intersection approaches for 4 or 6 lane thoroughfares shall remain perpendicular for a minimum distance equal to the corresponding design speed Stopping Sight Distance (SSD) identified in Table 4.3. For residential collector and/or local street intersections, a five-degree (5°) tolerance is allowable.
2. The curb radii shall be twenty feet (20') where 2 lane thoroughfares intersect with other 2 lane thoroughfares. All other intersecting streets, curb radii shall be thirty feet (30').

3. Intersection of 4 or 6 lane thoroughfares with other 4 or 6 lane thoroughfares shall maintain a maximum slope of two percent (2%) a minimum distance of two hundred feet (200') upstream and downstream of the intersection.
4. Roadway connections to a 4 or 6 lane thoroughfare shall maintain a maximum slope of two percent (2%) a minimum distance of one hundred feet (100') upstream and downstream of the intersection.
5. A separate grading plan shall be provided for intersections of 4 or 6 lane thoroughfares with other 4 or 6 lane thoroughfares.
6. At four-way intersections of parabolic streets, the reduction of the crown height shall occur on the thoroughfare with the through gutter.

a) For 3L and 2LC thoroughfares, the crown height reduction from six inches (6") to three inches (3") shall occur through the intersection and transition from the curb return to a point fifty feet (50') past the curb return.

b) For 2LN and 2LRN thoroughfares, the crown height reduction from five inches (5") to three inches (3") shall occur through the intersection and transition from curb return to a point thirty feet (30') past the curb return.

7. Alley curb radii shall be fifteen feet (15').
8. A minimum of nine and a half feet (9.5') of parkway shall be maintained from the back of the curb along the curb's radius.
9. ROW width for 6LD or 4/6LD thoroughfare that intersects a 4 or 6 lane thoroughfare shall be one hundred forty feet (140') for a distance of two hundred feet (200') from the intersection and then taper at a 15:1 ratio to the standard ROW width. This allows for the future construction of additional traffic lanes at the intersection. See Figure 4.2.

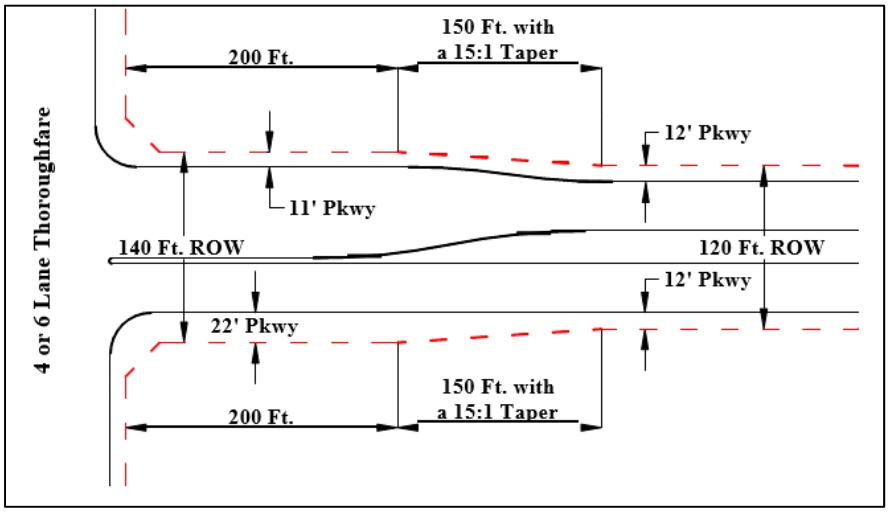


FIGURE 4.2: Major Intersection Detail (6LD or 4/6LD Thoroughfare)

10. ROW width for a 4LD thoroughfare that intersects a 4 or 6 lane thoroughfare shall be one hundred ten feet (110') for a distance of one hundred fifty feet (150') from

the intersection and then taper at a 15:1 ratio to the standard ROW width to allow build-out of the intersection. See Figure 4.3.

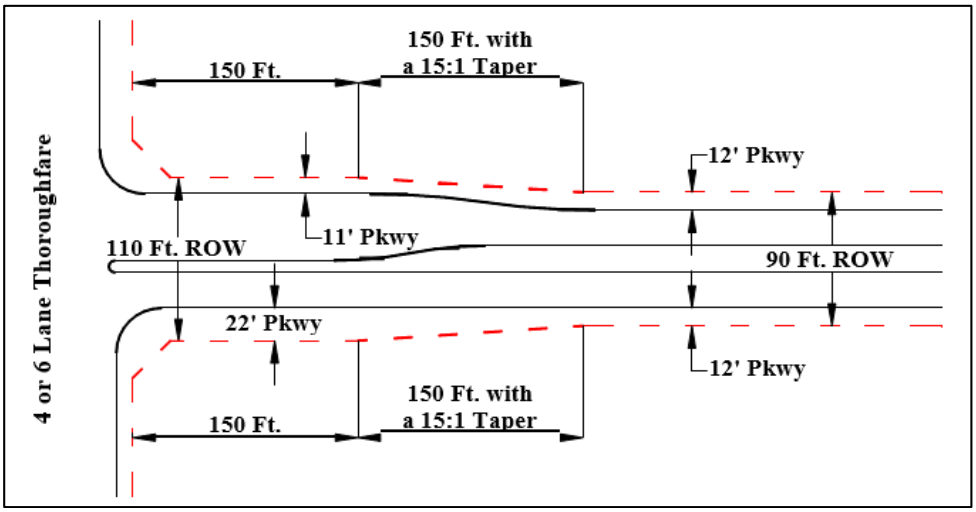


FIGURE 4.3: Minor Intersection Detail (4LD Thoroughfare)

F. Roundabouts

1. Roundabouts may be considered for the intersection of 4LD, 3L, and 2LC, roads with 4LD, 3L, 2LC, and 2LN. Roundabouts may also be considered for intersections along interim major thoroughfares (4LD/6LD) that have not yet been widened to six lanes. Roundabouts shall not be installed at the intersection of two 6LD thoroughfares, 6LD-4LD thoroughfares, or two 4LD thoroughfares without a detailed traffic simulation and cost-benefit analysis approved by the Director of Engineering Services. Roundabouts shall not be installed along a 6LD thoroughfare.
2. Roundabouts on private property that connect to a private street or to a fire lane shall be designed to the standards in these design requirements.
3. Roundabouts shall be designed to accommodate a Town fire truck making all possible entry and exit movements. A fire truck shall be able to make the “through” movement without traveling on a truck apron. Roundabouts located along a 6LD, 4LD, or 2LC thoroughfare shall also accommodate a WB-67 design vehicle.
4. Roundabouts shall include the typical features of a modern roundabout shown in Figure 4.4 and described in these design requirements.
5. The curb surrounding the central island shall be six inch (6”) vertical curb if a truck apron is provided and six inch (6”) mountable curb if no truck apron is provided. The curb surrounding a truck apron shall be three inch (3”) mountable curb. The curb surrounding all faces of each splinter island shall be four inch (4”) mountable curb.
6. The inscribed circle radius shall be minimum of fifty-five feet (55’) and a maximum of eighty feet (80’) for a single lane roundabout, and a minimum of seventy-five feet (75’) and a maximum of a hundred feet (100’) for a two-lane roundabout.

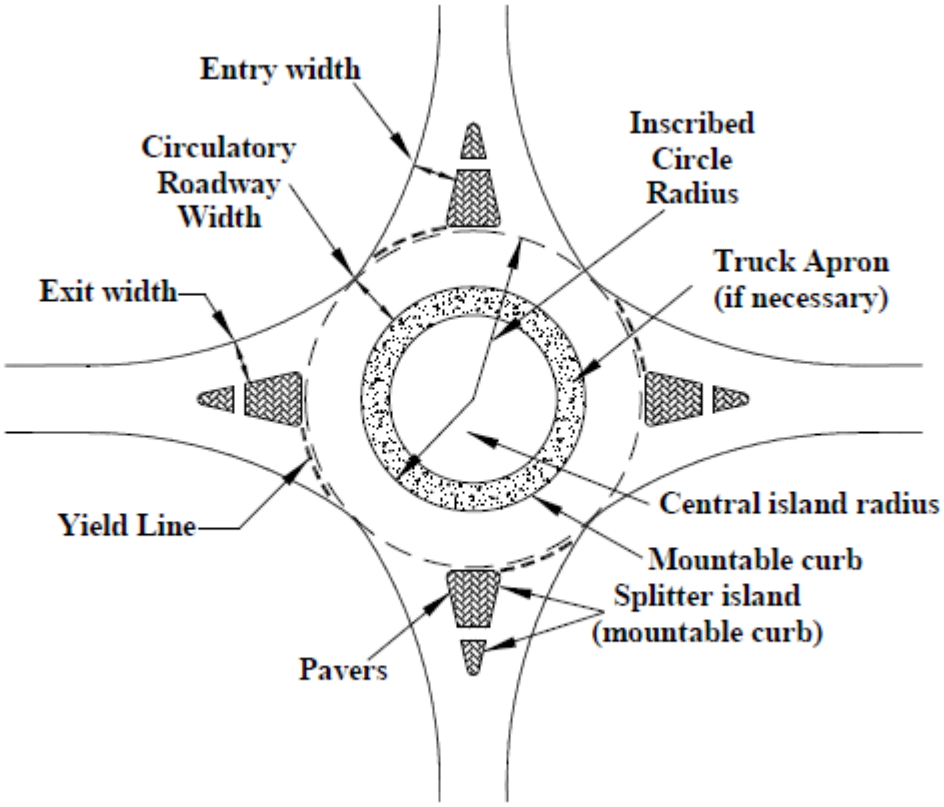


FIGURE 4.4: Typical Roundabout

7. The circulatory roadway shall have a minimum width of sixteen feet (16'), face-to-face. The circulatory roadway shall be at least as wide as the maximum entry width at the roundabout. If the circulatory roadway is less than twenty-nine feet (29') wide, face-to-face, a truck apron shall be provided. The combined width of the circulatory roadway and the truck apron shall be a minimum of twenty-nine feet (29'). Truck aprons shall provide a solid surface of concrete pavers that are a contrasting color compared to the pavement of the circulatory roadway and shall not give the appearance of being a sidewalk.
8. Single lane entries and exits shall be a minimum of sixteen feet (16') wide, face to face. Two-lane entries and exits shall be a minimum of twenty-four feet (24') wide, face to face.
9. Splitter islands shall provide a solid surface of concrete pavers unless the entry and exit on the same leg of the roundabout are both at least twenty-four feet (24') wide, face to face. The pavers shall be a contrasting color compared to the street pavement and no signs shall be installed in the splitter island. If pavers are not required, the splitter island can contain Town approved landscaping provided it does not interfere with the necessary sight distance.
10. Crosswalks shall pass through or in advance of each splitter island.

11. All streets, fire lanes, and approved driveways shall intersect radially with a roundabout. Residential driveways and alleys shall not intersect with a roundabout (including the splitter island components).
12. The design of any roundabout located along a 4LD or 2LC thoroughfare shall include calculations of the vehicle entry path deflection (fastest path) in each direction. Each critical radius along the fastest path must be shown to reduce speeds to the desirable levels shown in the latest edition of FHWA's Roundabouts: An Informational Guide.
13. Landscaping and/or monuments within the central island are encouraged, but shall be limited so that the minimum sight distance described in the latest edition of FHWA's Roundabouts: An Informational Guide are provided at the roundabout. For vehicles approaching the roundabout, this includes the approach stopping sight distance to the crosswalk or the yield line, the stopping sight distance to the crosswalk on the next exit, and the intersection sight distance to circulating vehicles and vehicles entering at the immediate upstream entry. For circulating vehicles, this includes the stopping sight distance on the circulatory roadway.
14. Parking is prohibited within a roundabout.
15. On any approach to a roundabout, driveways, alley connections, and on-street parking shall not be permitted between the crosswalk and the yield line nor along any portion of street that contains a splitter island.
16. No building (e.g., a home, amenity center, school, business, sports facility, etc.) shall front onto a roundabout or have a private driveway or pedestrian entrance facing the roundabout in a way that would encourage motorists to park, stop, or stand in the roundabout. No building shall be located adjacent to a roundabout in a way that would have the roundabout serve as its primary fire protection and/or emergency response staging area.
17. The ROW for a roundabout shall extend a minimum of twelve feet (12') beyond the back of its outer curb. The ROW for any street entering the roundabout will flare out as the street flares so that a minimum of twelve feet (12') is provided beyond the back of curb on each side of the street.
18. The roundabout entries and exists and the pavement contained within the inscribed circle radius shall be constructed on a uniform plane of the same grade, which shall not exceed two percent (2%) Roadway approaches to the roundabout shall have a maximum slope of two percent (2%) for a distance of at least two hundred feet (200') for 4LD thoroughfares and at least one hundred feet (100') for 2LC thoroughfares.
19. Roundabouts shall be illuminated by street lights as described in the latest edition of FHWA's Roundabouts: An Informational Guide.
20. The design of any roundabout located along a 4LD or 2LC thoroughfare shall include calculations of the vehicle entry path deflection (fastest path) in each direction. Each critical radius along the fastest path must be shown to reduce speeds to the desirable levels shown in the latest edition of FHWA's Roundabouts: An Informational Guide.

G. Residential Frontage - Residential units, except for multifamily and townhome units, shall not front or side a 6LD, 4/6LD, 4LD, 4LRD, 3L or 2LC thoroughfare (with limited exceptions for 2LC as stated below) roadways unless parallel access roads are provided. Minimum distances between adjacent curbs of the thoroughfare and the access road shall be twenty feet (20'). Access road ROW shall be in addition to the thoroughfare ROW and shall not connect to the adjacent thoroughfare.

1. In accordance with Town of Prosper Subdivision Ordnance, no residential roadway (2LN) shall connect to thoroughfare roadways. Residential developments must connect with a collector roadway (2LC) or a divided roadway (which shall consist of two 24-foot lanes, a minimum of 4-foot median and 9.5 foot parkways) to a major or minor thoroughfare.
2. This collector or divided roadway can terminate at the first intersection or transition after sixty (60) feet measured from the thoroughfare right-of-way line. Longer 2LC section may be required due to size of development as determined by the Director of Engineering Services. Transitioning from collector (2LC) to residential (2LN) section must be done in a minimum of 30 feet.
3. Residential units may front this entry 2LC for no more than half of the length of the collector (2LC) section. Residential driveways shall be prohibited from connecting to the 2LC roadway, any portion of a divided entry roadway, or the transition section.

H. Street Lengths

1. Major and Minor (6LD, 4/6LD, 4LD) thoroughfares and commercial streets (3L, commercial 2LC) have no street length restrictions. Residential streets (2LN, 2LRN, 2LC in a single-family, duplex, or townhome neighborhood) shall have street length restrictions to discourage speeding and cut- through traffic. All street length restrictions shall be measured from the ROW line of the intersecting street on each end of the street being measured.
2. A residential street shall not directly connect to thoroughfares (6LD, 4/6LD, 4LD). Residential roadways must connect to or transition from a collector or a subdivision divided entry roadway which shall connect to the thoroughfare.
3. Residential streets (2LN and 2LRN) shall not have a straight tangent section over eight hundred feet (800') in length before requiring a "minor" traffic calming street treatment. Residential streets with straight tangent sections shall not exceed two thousand feet (2000') before requiring a "major" traffic calming street treatment.
4. See Section 4.02.K for information on Minor and Major Traffic Calming Street Treatments. Residential collectors (2LC) shall not have a straight tangent section over one thousand two hundred feet (1200') in length before a change in direction or major traffic calming street treatment.

I. Block Length Requirements

1. Residential blocks shall not exceed one thousand feet (1,000') in length, measured from street ROW line to street ROW line. In the case of non-rectangular blocks, each side of the block with lots fronting onto it shall not exceed one thousand feet (1,000'), measured between the vertices formed by the extension of ROW lines at each corner of the block. Per Section 6.08.E. of the Town of Prosper Subdivision Ordinance, a waiver to minimum block length may be approved by the Director of Development Services.
2. Street Block Width – Blocks shall be wide enough to allow two tiers of lots and shall have a block width of no less than 200 feet, except when only one tier of lots is possible due to the size of the property or the *need to back up* to an arterial.

J. Entrance Streets – A street serving a residential development that connects to a major/minor thoroughfare shall meet the following requirements:

1. Unless approved as a cul-de-sac, all neighborhoods shall have a minimum of two entrance streets.
2. A neighborhood with public residential streets shall have a minimum of two public entrance streets. A public entrance street cannot be removed or converted to a private entrance street unless the neighborhood retains at least two other public entrance streets.
3. An entrance street shall be a minimum of thirty feet (36') wide, face to face, or meet the requirements of a divided residential street.
4. Each neighborhood shall have at least one entrance street designated as a primary entrance street. Regardless of phased construction, neighborhoods that will ultimately be larger than one hundred (100) acres in size, including any parks, schools, or floodplain areas, shall have one primary entrance street on each major/minor thoroughfare bounding the neighborhood. Individual neighborhoods that will connect to other neighborhoods to eventually form a larger combined neighborhood surrounded by major/minor thoroughfares shall each have a primary entrance so that the combined neighborhood will eventually have at least one primary entrance on each major/minor thoroughfare.

K. Curvilinear Streets – The majority of residential streets within a neighborhood are encouraged to be curvilinear. If the criteria for curvilinear streets are met, the street sections within the development will not require a Minor or Major Traffic Calming Street Treatment. Curvilinear streets are as defined by the following requirements:

1. The centerline of a curvilinear street shall consist of one or more horizontal curves or a combination of straight lines and horizontal curves. Each curve shall meet the minimum radius requirements described in Subsection 4.02.C and shall have a minimum arc length of one hundred twenty-five feet (125').
2. A straight line drawn between the two ends of the centerline of a curvilinear street shall cross over a curb in at least two locations along the length of the street. This straight line shall be offset from the curb a minimum of thirty feet (30') in at least one location along the street so that a motorist on one end of the street cannot see the other end.

3. The closest residential street parallel to a major/minor thoroughfare is not required to be curvilinear, but the design of the neighborhood shall become more curvilinear as the distance from the major/minor thoroughfare increases. However, at no time shall maximum tangent length for these streets be over 1200 feet.
4. The use of a street that is primarily straight with a short curve at one end of the street shall be limited to streets whose straight end is perpendicular to the straight edge of the neighborhood and is separated from that straight edge by no more than one lot. However, a primarily straight street with a larger curve at one end of the street that changes the direction of the street by ninety degrees (90°) can be used in any location.
5. A short residential street that connects between two curvilinear streets is not required to be curvilinear if it has no homes fronting onto it.
6. Curvilinear streets should follow the natural features of a site so that the leveling and/or filling of the natural topography is minimized.
7. Curvilinear streets shall be designed so that the sight distance requirements in Table 4.1 are maintained.

L. Other Street Designs and Requirements:

1. Any segment of a residential street that is adjacent to a school shall be constructed with the 2LC Residential cross section. Chokers and pedestrian bulb-outs shall not be used adjacent to a school without prior approval by the Director of Engineering Services.

> **Advisory Note:** Lots are encouraged to side a residential roadway adjacent to and serving an elementary school in leu of fronting said street. Efforts should be made to side residential lots where possible.

2. Any segment of a residential street that is adjacent to a park, or adjacent to an HOA open space that has sufficient level space for one or more practice fields, shall be constructed with the 2LC Residential cross section. If the 2LC Residential cross section will extend for more than eight hundred feet (800'), midblock chokers and pedestrian bulb-outs at intersections shall be used for traffic calming.
3. A choker is a midblock location where a residential street is narrowed to twenty-two feet (22') wide, face to face. A choker shall be twenty-five feet (25') long, not counting the taper on either end. Pedestrian bulb-outs are used at an intersection to narrow the residential street to twenty-four feet (24') wide, face to face, at the location where pedestrians cross the street. Pedestrian bulb outs shall consist of a fifteen foot (15') tangent extending from the curb return. Chokers and pedestrian bulb-outs shall contain landscaping or a sign to increase their visibility to motorists; however, trees shall not be planted in them.
4. On-Street Parking - Where on-street parking is allowed, it shall operate as parallel parking unless otherwise approved by the Director of Engineering Services. Where head-in parking is approved by the Director of Engineering Services, the parking spaces shall be angled in the direction of traffic flow on each side of the street, assuming a vehicle pulls forward into a parking space. Where on-street angled parking is used, the street shall provide a travel section that is no less than twenty-four feet (24') wide.

5. Bike Lane Consideration – if a thoroughfare is designated as a bike route, the width of the outside lane and the width of the ROW shall be increased by three feet (3') on 4 or 6 lane thoroughfares. For federal funding, five feet (5') may be required.

M. Traffic Calming Street Treatments with Initial Design

To promote safe streets and discourage speeding through residential neighborhoods when alignments cannot meet the requirements of section 4.02.K for curvilinear streets, street design shall include the design elements as stated below. It shall be the design consultant's responsibility to analyze the suitability of all traffic calming treatments and ensure adequate signage and/or pavement markings are installed, appropriate sight distance is provided, and all other potential physical conditions have been evaluated. Traffic calming treatments shall be done in a manner to not significantly impact response times for emergency vehicles. Treatments shall also be designed as to not impact other features of residential design which include, but not limited to, street lights, fire hydrants, curb inlets, and barrier free ramps. Drainage shall be considered in all treatments ensuring that street capacity and positive flow is not compromised. All treatments shall follow the guidance and requirements as identified by the FHWA "Traffic Calming ePrimer" resource when applicable (ITE guidelines shall be used when FHWA guidelines do not cover all design requirements).

Traffic calming treatment shall only be allowed when physical constraints of the property are such that the curvilinear requirments cannot be reasonably met. Any traffic calming treatments shall require the pre-approval of both the Director of Engineering Services and the Prosper Fire Marshal.

1. Minor Traffic Calming Treatments – required when straight tangent sections exceed 800 ft in length. Treatments may include a combination of items listed below and shall be spaced so no straight section without treatment shall exceed 600 ft in length (with the exception of raised intersections).

    a. Enhanced pavement – includes stamped and stained (integral color) concrete of a pattern and color that is cohesive with the neighborhood while color has enough contract to distinguish it. The enhanced pavement section shall be for the full road width, but may exclude two (2) foot for the gutter and curb. Enhanced pavement length shall be a minimum of 25 ft, and shall include a section for every one hundred (100) feet over the maximum 800 ft straight tangent section (if not combined with other minor treatments) equally spaced throughout the straight section.

    b. Raised Intersection – the full intersection, including crosswalks, of a 4-way intersection shall be raised a height between 2.5 to 3 inches with 6-foot approaches. Raised intersections shall only be allowed where the straight section exceeding the maximum length does not warrant stop signs. Other than 4-way intersections, raised intersections shall only be allowed on T-intersections when opposite an open space lot so as not to hinder residential lot access.

c. Raised Crosswalk – raised crosswalks shall be designed with a raised height between 2.5 to 3 inches with a 6-foot approach and shall only be used where pedestrian traffic is intended to be higher than normal which shall include, but not limited to, routes to schools, neighborhood parks or part of a hike & bike trail. Raised crosswalks shall not be used arbitrarily in attempt to satisfy minor treatment for exceeding maximum straight sections, but only when there is a high potential for pedestrian traffic such as for hike & bike crossings, or near parks or amenity centers.

d. Choker – a horizontal extension of the curb into the street resulting in a narrower roadway section (a minimum of 24 ft to remain). They shall be between 12 ft and 20 ft in length and designed with a mountable curb. Chokers shall include stamped and stained (integral color) concrete of a pattern and color that is cohesive with the neighborhood. Pavers shall be allowed with approval by the Director of Engineering Services and may include a maintenance agreement with the HOA. Chokers shall only be allowed adjacent to open space lots or residential lots greater than 60 ft in width when centered on lot lines so as not to hinder residential lot access.

e. Median Island – a raised island in the middle of a roadway along a street centerline. The raised island shall be 3 to 3.5 inches in height with a mountable curb, a minimum of 4 feet in width (as measured from back of curb) and a minimum of 20 in length. Median Islands shall include stamped and stained (integral color) concrete of a pattern and color that is cohesive with the neighborhood. Pavers shall be allowed with approval by the Director of Engineering Services and may include a maintenance agreement with the HOA. Median Islands shall only be allowed adjacent to open spaces (both sides), and shall require 24 foot lanes on either side (face of curb to face of curb).

2. Major Traffic Calming Treatments – required in combination with minor street treatments, but when the straight tangent section exceeds 2000 feet.

   a. Mini Residential Traffic Circle –a mini traffic circle shall be allowed on residential roadways to satisfy a major traffic calming treatment and shall include the following:

      - Design shall follow Town detail for a Mini Traffic Circle
      - Driveway/access restrictions shall be placed on the final plat for all residential lots that are adjacent to traffic circle.

   b. Mini Roundabout - a mini roundabout following criteria as listed in FHWA technical bulletin and similar features as identified in section 4.02.F. shall be allowed on residential roadways (2LN) and shall include the following:

      - Common areas shall be provided adjacent to the roundabout up to the pedestrian crossings on minor legs of intersection and for the full length of the adjacent lot on the major leg of intersection.
      - Roundabouts shall be used in lieu of a traffic circles when one of the intersection legs is a significantly dominant route over the other leg.

Advisory Note: Dominant routes can be subjective, but are mostly considered for entries into a development, or major routes to schools or neighborhood parks.

4.03. Median, Left-Turn Lane, Right-Turn Lane, Deceleration Lane, and Island Design

A. Required Median Openings and Left-Turn Lanes:

1. Median openings on divided thoroughfares shall be required at all street intersections. Median openings may be constructed to serve non-residential drives provided that the minimum spacing requirements listed are met. Left-turn lanes shall be provided at all median openings.

2. All non-residential lots on a divided thoroughfare shall have direct or indirect access to a median opening. Indirect access shall be provided through a series of fire lane and access easements. Multifamily developments, on a divided thoroughfare, shall have direct access to a median opening. Median openings for street intersections and non-residential driveways may be moved at the discretion of the Town to facilitate traffic flow as long as minimum distances are maintained as per Sections 4.03.B.4 and 4.03.B.5.

B. Minimum Left-Turn, Transition Length, and Median Opening Width, Location, and Spacing Requirements:

1. Left-Turn Lane Storage:

   a. All left-turn storage areas on divided thoroughfares shall be ten feet (10') wide.
   b. Storage requirements listed in Table 4.5 are absolute minimums. Storage requirements may be increased by the Town based upon actual and projected traffic demands of the properties, which will be served by the left-turn lane.
   c. Left-turn lanes will be delineated by using buttons.
   d. Stamped concrete shall be used in the median rather than grass when the median width measured from back of curb to back of curb is a distance of four feet (4') or less.

2. Transition Length – The transition specifications for left-turn lane entrance areas are specified in Table 4.5. The variables used for the specification are shown in Figure 4.5.

3. Median Openings:

   a. Median openings at intersections shall accommodate all turning paths and crosswalks.
   b. The length of mid-block median openings shall be between sixty feet (60') and seventy feet (70'). Median openings may be up to eighty feet (80') long where necessary to accommodate turning paths and crosswalks, subject to approval by the Director of Engineering or their designee.

4. Minimum Spacing Between an Intersection and the First Mid-Block Median Opening on Divided Thoroughfares – The minimum distance to the first mid-block median opening along 4 or 6 lane thoroughfares that are immediately downstream from an intersection with a 4 or 6 lane thoroughfare are shown in Figure 4.6. These distances vary from three hundred fifty feet (350') to four hundred twenty-five feet (425') nose to nose depending on the thoroughfare type and the type of mid-block opening.

5. Minimum Distance Between Mid-Block Median Openings for 3L, 2LC, 2LN, and 2LRN Thoroughfares and Driveways along Divided Thoroughfares – The minimum distance between median openings on a 4 or 6 lane thoroughfare where left-turn storage is provided in both directions for 3L, 2LC, 2LN, and 2LRN intersecting thoroughfares and driveways is shown in Figure 4.7. The distances shown are measured nose to nose. Refer to Tables 4.8-4.10 for driveway design requirements.

TABLE 4.5: Minimum Left-Turn Design Requirements

Type of Thoroughfare On	Type of Thoroughfare At	Turn Lane Width(s) (ft)	Length of Full-Width Turn Lane (ft)	Transition Specifications		
				Length (ft)	R_1(ft)	R_2(ft)
6LD, 4/6LD	4 or 6 lane	10(1)	150, 250(2)	200	505	505
4LD, 4LRD	4 or 6 lane	10	150	100	250	250
4 or 6 lane	3L, 2LC	10	150	100	250	250
4 or 6 lane	2LN, 2LRN	10	100(3)	100	250	250
4 or 6 lane	Non-Residential Driveway	10	150	100	250	250
NTTA Service Road	All Types	10	150, 250(2)	200	505	505

(1) Double Left-Turn Lanes
(2) 150’ – Inside Left-Turn Lane; 250’ – Outside Left-Turn Lane
(3) 150’ stacking shall be required for gated communities

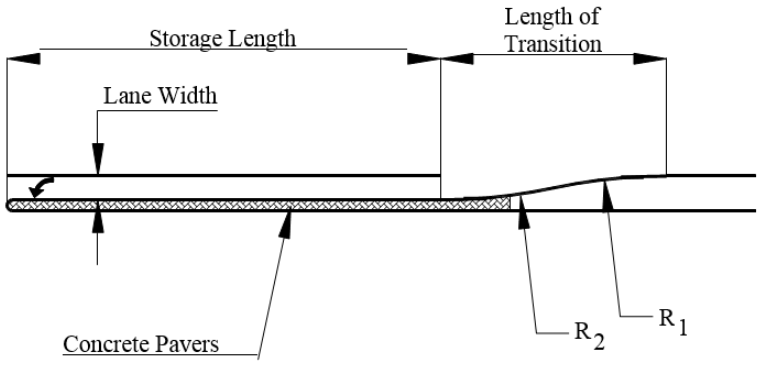


FIGURE 4.5: Typical Left-Turn Lane Dimensions

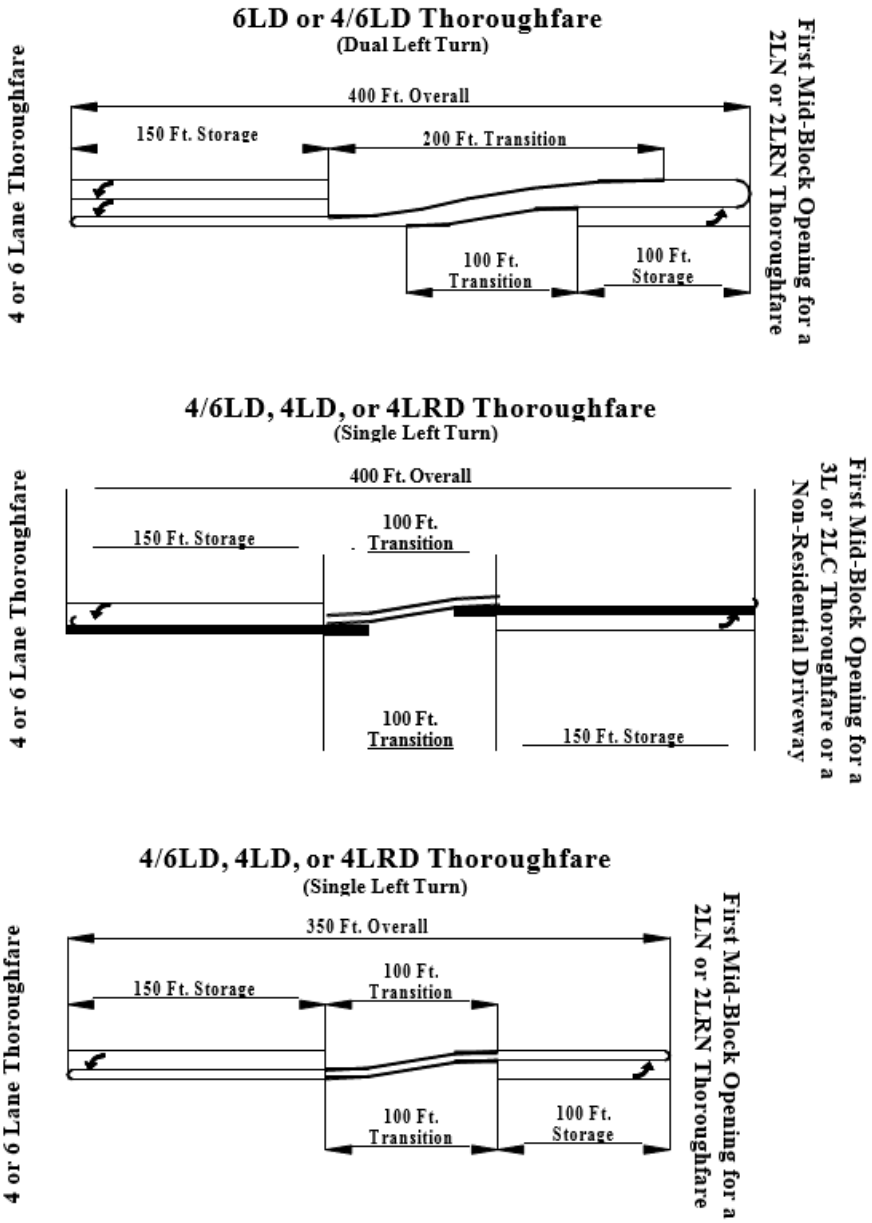


FIGURE 4.6: Minimum Spacing Between an Intersection and the First Mid-Block Median Opening on a Divided Thoroughfare

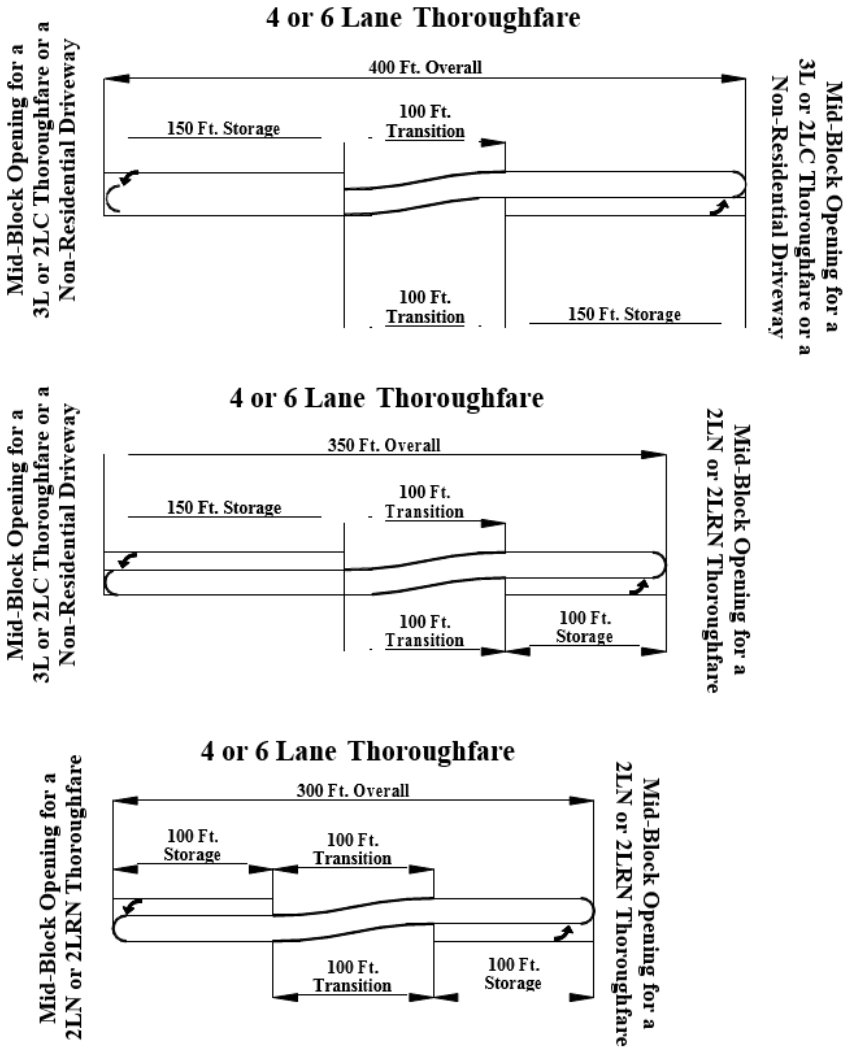


FIGURE 4.7: Minimum Distance Between Mid-Block Median Openings on a 4 or 6 Lane Thoroughfare

6. Medians Where No Left-Turn Lane is Needed:

   a. The minimum length of median shall be the sum of the required left-turn storage, transition length, ten-foot (10') tangent and length of median nose. This requirement is reflected in Figure 4.8. This allowed, provided that access is not compromised for vacant property on the opposite side of the street.

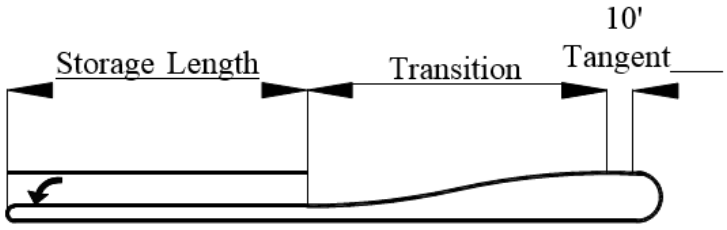


FIGURE 4.8: Minimum Length of Median Where No Left-Turn Lane is Needed

b. If left-turn storage is not required in either direction, and the median is simply a spacer between two median openings, the minimum length of the spacer must be one hundred feet (100'). This is reflected in Figure 4.9.

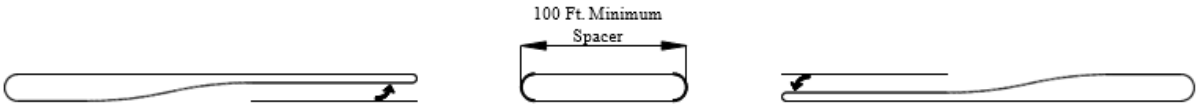


FIGURE 4.9: Minimum Spacer Length

c. If a driveway is not served by a median opening, then seventy-five feet (75') of separation shall be provided from the edge of driveway to the nearest median opening.

7. Medians on Public Street Entrances to Developments:

a. Medians installed on undivided streets at entrances to subdivisions for aesthetic or any other purpose shall be a minimum of thirteen feet (13') wide and one hundred feet (100') long. See Figure 4.1 for Divided Residential Subdivision Entrance cross section.

b. In areas where a divided subdivision entry is constructed, the transition to the normal residential street width shall begin upstream or downstream of the first street intersection. No part of the transition shall occur within the intersection.

c. Alternative design standards may be required for these types of subdivision entries if they are located within special overlay districts defined by the Town.

C. Minimum Right-Turn Storage and Transition Length:

1. Right-Turn Lane Storage:

a. Right-turn lanes shall be required at every street intersection along 4 or 6 lane thoroughfares at the time of construction of each intersection.

b. All right-turn storage areas shall be eleven feet (11') wide (except on 4LRD thoroughfares where a minimum width of ten feet (10') will be allowed).

c. An additional ten feet (10') of ROW shall be provided with right-turn lanes.

d. Storage requirements listed in Table 4.6 are absolute minimums. Storage requirements may increase based upon actual and projected traffic demands.

e. A tangent section of ten feet (10') shall be provided from the receding driveway curb return to the transition of a right-turn lane.

2. Transition Length – The transition specifications for right-turn lane entrance areas are specified in Table 4.6. The variables used for the specification are shown in Figure 4.10.

TABLE 4.6: Minimum Right-Turn Lane Design Requirements

Type of Thoroughfare On	Type of Thoroughfare At	Turn Lane Width (ft)	Storage Length of Full-Width Turn Lane (ft)(1)	Transition Specifications(2)		
				Length (ft)	R_1 (ft)	R_2 (ft)
6LD, 4/6LD	4 or 6 lane	11	200	150	515	515
4LD	4 or 6 lane	11	150	150	515	515
6LD, 4/6LD, 4LD	3L, 2LC	11	150	110	280	280
6LD, 4/6LD, 4LD	2LN, 2LRN	11	100	110	280	280
4LRD	All Types	10	100	110	280	280
NTTA Service Road	All Types	11	200	150	515	515

(1) Measured from the intersection thoroughfare ROW.
(2) No driveways are permitted within the transition area.

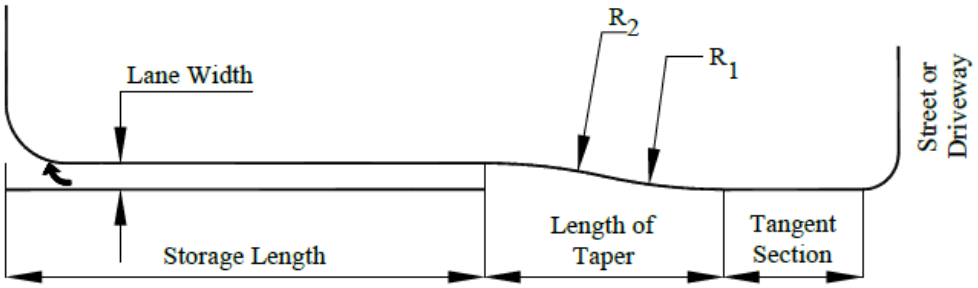


FIGURE 4.10: Typical Right-Turn/Deceleration Lane Dimensions

D. Minimum Deceleration Lane Storage and Transition Length:

1. Deceleration Lane Storage:

   a. Deceleration lanes shall be provided at driveways on 4 or 6 lane thoroughfares where required by Section 4.04.(A.4).

   b. All deceleration lane storage areas shall be eleven feet (11') wide.

   c. Ten feet (10') of street easement, adjacent to ROW, shall be provided with deceleration lanes.

   d. Storage requirements listed in Table 4.7 are absolute minimums. Storage requirements may increase based upon actual and projected traffic demands.

   e. A tangent section of ten feet (10') shall be provided from the preceding driveway curb return to the transition of a deceleration lane.

2. Transition Length – The transition specifications for deceleration lane entrance areas are specified in Table 4.7. The variables used for the specification are shown in Figure 4.10.

TABLE 4.7: Minimum Deceleration Lane Design Requirements

Type of Thoroughfare On	Type of Thoroughfare At	Turn Lane Width(s) (ft)	Length of Full-Width Turn Lane (ft)(1)	Transition Specifications		
				Length (ft)	R_1 (ft)	R_2 (ft)
6LD, 4/6LD	Non-Residential Driveway	11	80	110	280	280
4LD	Non-Residential Driveway	11	60	110	280	280
4LRD	Non-Residential Driveway	10	60	110	280	280
NTTA Service Road	Non-Residential Driveway	11	80	110	280	280

(1) Measured from the curb return of the driveway

E. Cost of Median Openings and Turn Lanes:

1. Median openings, left-turn lanes, and right-turn lanes constructed for residential streets and/or subdivision entrances shall be the responsibility of the developer and shall be paved to Town standards and inspected by the Town.
2. Median openings, left-turn lanes and declaration lanes for multifamily and non-residential developments shall be the responsibility of the developer and shall be paved to Town standards and inspected by the Town.
3. The Town shall require escrow of funds for such future improvements prior to final acceptance or Certificate of Occupancy, whichever occurs first. The escrow shall include all construction costs; engineering (7% of construction cost) and inspection (3% of construction cost).

4.04. Driveway Design

A. Introduction – Driveway design standards are needed to provide safe and efficient vehicular access to and from the public street system, to provide public street capacity for accommodating peak traffic volumes of public streets, to maintain smooth traffic flow, and to maintain street ROW and drainage. The intent of driveway design standards is to achieve the following:

1. Prohibit the indiscriminate location and spacing of driveways while maintaining reasonable vehicular access to and from the public street system.
2. Reduce conflicting turning movements and congestion thereby reducing vehicular accidents.
3. Maintain and enhance a positive image for the attraction of new, high quality, residential and non-residential development in the Town.
4. Provide right-turn and deceleration lanes for all streets and driveways along all 4 or 6 lane thoroughfares.

B. Definition of Driveway Types:

1. Residential Driveway – Provides access to a single-family residence, duplex, or multifamily building containing four or fewer dwelling units. These drives shall intersect 2LN, and 2LRN roadways only.
2. Non-residential Driveway:

a. Commercial Driveway – Provides access to an office, retail or institutional building, or multifamily building having more than four dwelling units. It is anticipated that such buildings will have incidental truck service. Commercial drives shall access 3, 4 or 6 lane thoroughfares only.

b. Industrial Driveway – Serves truck movements to and from loading areas of an industrial facility, manufacturing, warehouse, or truck terminal. A retail development may have one or more driveways specially designed, signed, and located to provide access for trucks. These types of driveways shall be considered industrial driveways. Driveways to industrial plants whose principle function is to serve administrative or employee parking lots shall be considered

commercial driveways. Industrial drives shall not access Residential 2LC, 2LN, or 2LRN thoroughfares.

3. Standard Driveway – Provides two-way access at a single, undivided curb opening.
4. One-Way Driveway – Provides inbound or outbound access and can only be permitted when the orientation of on-site circulation and parking layout clearly utilize the driveway for one-way movements.
5. High Capacity Driveways – Intended to provide two-way access with geometric provisions which more adequately respond to greater driveway volumes and/or access limitations than standard driveways. These provisions include increased width and/or internal storage. Median divider and/or deceleration lanes may also be required.

C. General Design Parameters:

1. The centerline angle for a driveway approach shall be ninety degrees (90°) to the street curb line for all driveways.
2. Driveways shall not be permitted in the transition area of any right-turn lane or deceleration lane.
3. Driveways that intersect at a mid-block median shall have the driveway centerline intersect with the midpoint of a median opening (measured nose-to-nose).
4. Driveway restrictions can be required by the Director of Engineering to ensure adequate circulation.
5. Driveway elevations at the ROW line shall be a minimum of six inches (6”) above the street gutter. A residential driveway that intersects an alley shall be three inches (3”) above the edge of the alley pavement at the ROW line.
6. Cross access is required between adjacent retail, office and commercial properties.
7. Driveway grades in a fire lane shall not exceed six percent (6%) either longitudinally or four percent (4%) cross slope to accommodate emergency vehicle access.
8. Differential grades on driveways shall not exceed twelve percent (12%). Differential grades on commercial driveways with fire lanes shall not exceed six percent (5%).
9. All driveway approaches within right-of-way shall match the street pavement thickness, subgrade, and moisture conditioning depth. Steel reinforcement shall meet current street standards.

D. Driveway Width – The width of a driveway refers to the width of pavement at the property line and is measured where the curb return radii ends perpendicular to the street curb or edge of pavement. The minimum and maximum widths of driveways are listed in Table 4.8.

TABLE 4.8: Minimum and Maximum Driveway Widths

Driveway Type	Land Use	Width in Feet (face to face)	
		Minimum (ft)	Maximum (ft)
Standard Drive	Residential	10	24
	Commercial/Multifamily	24	33
	Industrial	30	40
One-Way Drive	Residential (circular)	10	16
	Commercial	16	24
	Industrial	24	24
Divided High Capacity Drive for Non-residential Uses	Entrance Lane	16	24
	Exit : Two	24	24
	Three	30	33
Driveway Medians (non-residential/multifamily uses)		4	11

Notes:

1. A residential driveway width of thirty-two feet (32') may be allowed to an alley if the garage faces onto the alley.
2. The maximum width for service station driveways shall be thirty-six feet (36').
3. Driveways that serve as a fire lane shall be a minimum of twenty-four feet (24') in width.

E. Driveway Radius:

1. All driveways intersecting dedicated streets shall be built with a circular curb radius connecting the six-inch (6") raised curb of the roadway to the design width pavement of the driveway.
2. Driveway radii shall fall entirely within the subject property so as to begin at the street curb at the extension of the property line. Commercial driveways may encroach past property line if deceleration lanes are required and proper easements have been acquired.
3. Table 4.8 presents the minimum and/or maximum standards to be applied in designing and locating driveways on public streets.
4. High capacity driveways shall meet the same standards as those defined in Table 4.8.

F. Driveway Spacing:

1. Driveways shall be spaced at distances sufficient to ensure that conflicting movements do not overlap at adjacent driveways or at offset driveways on opposite sides of the street.

2. Spacing between driveways should be measured along the property line from the edge of one driveway to the closest edge of the next driveway and not from centerline to centerline.
3. The minimum spacing between driveways is a function of street classification and shall be as listed in Table 4.9.
4. The driveway spacing from a railroad crossing shall be a minimum of fifty feet (50') from the railroad ROW.

TABLE 4.9: Driveway Design Requirements

Criteria	Thoroughfare Classification	Residential Driveway (ft)	Commercial/Multifamily Driveway (ft)	Industrial Driveway (ft)
Driveway Curb Radius	Major: 6LD, 4/6 LD	--	20-30	20-30
	Minor: 4LD, 4LRD	--	20-30	20-30
	3L, Commercial 2LC	--	20-30	20-30
	Residential 2LC	5-10	20	--
	Local: 2LN, 2LRN	5-10	--	--
Minimum Driveway Spacing Along Roadway (edge to edge)	Major: 6LD, 4/6 LD	--	240	240
	Minor: 4LD, 4LRD	--	200	200
	3L, Commercial 2LC	--	90	90
	Residential 2LC	20	Max of 1 drive	--
	Local: 2LN, 2LRN	20	--	--
Minimum Distance between Intersection and Driveway (driveway edge to intersecting ROW)(1)	Major: 6LD, 4/6 LD	--	75/100	75/100
	Minor: 4LD, 4LRD	--	75/100	75/100
	3L, Commercial 2LC	--	50/50	50/50
	Residential 2LC	20/20	100/100	--
	Local: 2LN, 2LRN	10/10 from tangent to edge of drive	--	--

(1) Upstream/downstream distance to intersection. (See Figure 4.11)

5. To minimize the number of curb cuts along public roadways, joint or shared access is encouraged for residential driveways and required for commercial driveways. Shared access drives shall conform to the following standards.
   a. Residential: no less than ten feet (10') of the total driveway width (20' min. – 24' max.) shall be located on each property.
   b. Commercial/Industrial: no less than twelve feet (12') of the total driveway width (24' min. – 36' max.) shall be located on each property.

c. Joint access drives for commercial/industrial developments shall include full drive width and access pavement and be built at the same time as development.
d. The spacing and location of driveways shall be related to both existing adjacent driveways and those shown on approved development plans.

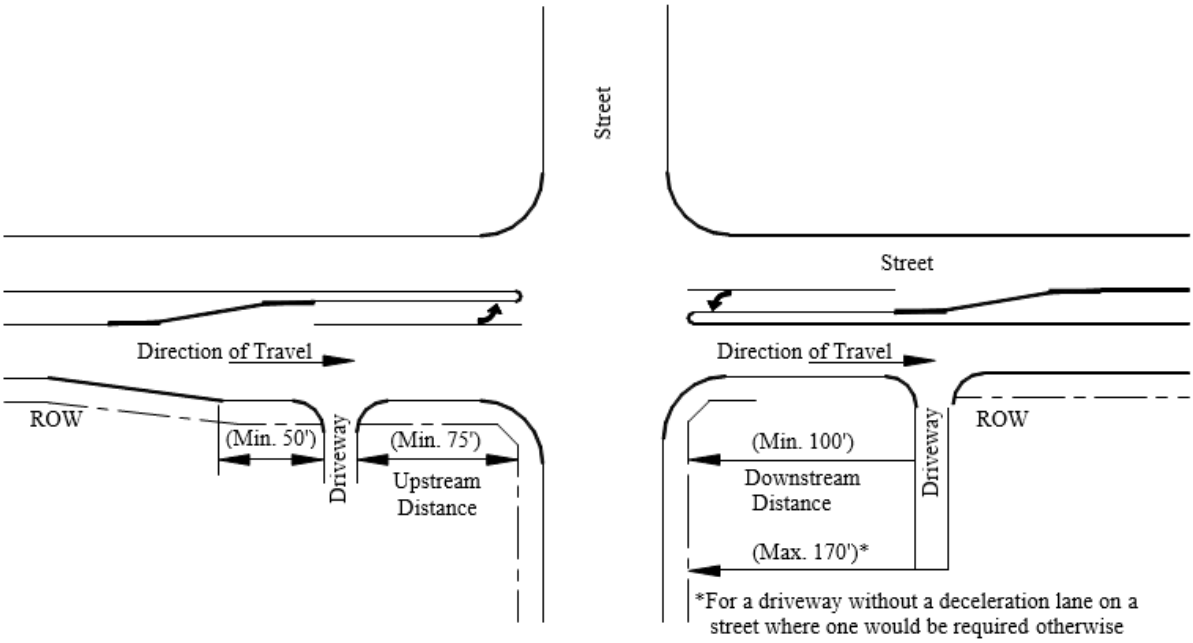


FIGURE 4.11: Distance Between Driveway and Intersection

G. Distance Between Driveway and Intersection:

1. Adequate distance between cross street intersections and access drives shall be provided to ensure intersection/driveway conflict areas are minimized.
2. Table 4.9 defines the upstream and downstream distance from an intersection as a function of street classification.

H. Deceleration Lanes:

1. Deceleration lanes for right-turns into driveways will ease the negative impact a driveway will have on traffic flow, driveway conflict points and safety due to speed differential.
2. One driveway may be located within the full-width storage portion of a right-turn lane at a public street intersection. Such a driveway shall be located a minimum of seventy-five feet (75') in advance of the intersecting ROW, and a minimum of fifty feet (50') of storage length shall be provided in advance of the driveway (see Figure 4.11).
3. The developer shall be responsible for the design, ROW adjustment of utilities, and construction costs of any auxiliary and deceleration lane required as a condition of a driveway permit.
4. Refer to Table 4.7 for deceleration lane design standards.

I. Driveway Storage Lengths:

1. On-site internal storage shall be provided at all non-residential and multifamily driveways for queuing of vehicles off-street, to minimize congestion, and increase safety both on the public street and within the driveway.
2. Internal storage requirements shall be based on the total number of parking spaces accessible by the affected driveway.
3. Internal storage length shall be measured from the ROW line to the first aisle or parking stall that intersects with inbound traffic. If inbound traffic and outbound traffic are separated by a median for the required storage distance, a parking aisle can connect to the outbound portion of the driveway closer to the street (as long as a minimum of twenty-five feet (25') is maintained between the aisle and the ROW line).
4. Table 4.10 presents internal storage requirements.

TABLE 4.10: Minimum Driveway Storage Lengths

Parking Spaces per Driveway	Storage Required (ft)			
	Multifamily/Commercial Uses		Industrial Land Uses	
	Non-Median Opening	Median Opening	Non-Median Opening	Median Opening
Less than 25	25	25	25	25
25-50	25	40	25	40
51-100	25	40	40	40
101-200	40	80	40	60
More than 200	100	100	40	100

J. Driveway for Gated Developments:

1. Residential/Multifamily:

a. Gated developments shall have a median divided street that will allow for a vehicular turn-around prior to the gate in the event that access is denied.
b. The turn-around shall be a minimum of eighteen feet (18') in width.
c. Entry gates shall be set back from the ROW a minimum of one hundred thirty-five feet (135') to provide stacking space to the card reader (or first stop) of a minimum of one hundred feet (100') to allow the longest queue of vehicles expected to access the gate.
d. The drives shall be a minimum of twenty-four feet (24') in width with driveway curb radii of thirty feet (30'). See Figure 4.12.
e. The hinge point of the gate shall be a minimum of eighteen inches (18") behind the back of the curb. The gate shall open to twenty-four inches (24") behind the back of curb.
f. Gates shall be equipped with both Opticom and Knox-Box for emergency access.
g. Gates shall not encroach on sidewalks.

2. Other Non-Residential:

a. Gated developments shall have a median separating ingress and egress traffic flow allowing for a vehicular turn-around prior to the gate in the event that access is denied.
b. The turn-around shall be a minimum of eighteen feet (18') in width.
c. Entry gates shall be set back from the ROW or fire lane a minimum of seventy-five feet (75') to provide stacking space to the card reader (or first stop) of a minimum of forty feet (40') to allow the longest queue of vehicles expected to access the gate.
d. The drives shall be a minimum of twenty-four feet (24') in width with driveway curb radii of thirty feet (30'). See Figure 4.12.
e. The hinge point of the gate shall be a minimum of eighteen inches (18") behind the back of the curb. The gate shall open to twenty-four inches (24") behind the back of curb.
f. Gates shall be equipped with both Opticom and Knox-Box for emergency access.
g. Gates shall not encroach on sidewalks.
h. Alternate standards may be required based on the results of a Traffic Impact Analysis (TIA).

3. Individual Gated Single-Family Residences – Gate shall have a minimum setback of twenty feet (20') from the ROW to provide space for at least one vehicle to wait while accessing the gate.

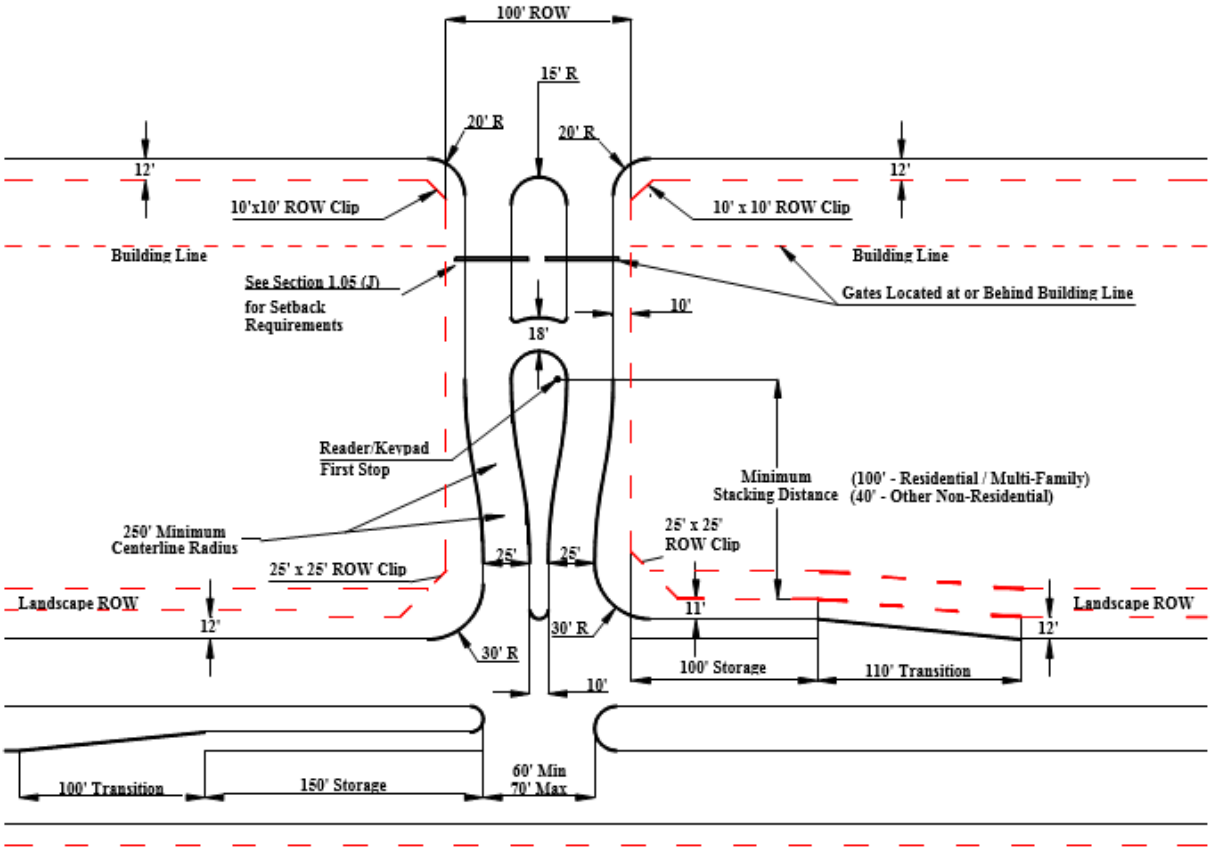


FIGURE 4.12: Gated Entrance Detail

K. Nonconforming Driveways:

1. All nonconforming driveways on a lot, tract, parcel or site shall be allowed to remain in place until the occurrence of one or more of the following events:

   a. A change in use, or an increase in intensity of use, occurs such that the site requires a ten percent (10%) increase in required parking spaces.
   b. Addition of parking spaces.
   c. Any modification that changes the design or function of the existing driveway.
   d. The addition of a median opening on the public street by a developer. All driveways that are served by the new median opening shall comply with the requirements of these standards.

2. Upon the occurrence of the events described, the nonconforming status of the driveway shall cease and the driveway must be either reconstructed in accordance with this ordinance or eliminated.

4.05. Alley Design

A. Alley Intersections:

1. Alleys shall only intersect 3L, Residential 2LC, 2LN, and 2LRN thoroughfares.

2. If an alley and a Commercial 2LC, or higher-class thoroughfare, are parallel and separated only by a landscape buffer, the alley shall turn away from that thoroughfare not less than one subdivision lot width or a minimum of forty feet (40') (whichever is greater) from the cross street as shown in Figure 4.20.
3. The ROW line of all alley intersections shall be a minimum of forty feet (40') or one subdivision lot width (whichever is greater) away from the ROW line of the nearest street intersection. See Figure 4.13.
4. All alley intersections with streets shall be perpendicular or radial, within a five-degree (5°) tolerance, at the intersection of the ROW lines.
5. Alley offsets along residential streets shall be less than fifteen feet (15') or greater than seventy-five feet (75') measured from alley centerline to alley centerline.
6. Alleys shall not align with existing streets such as to create a four-way intersection. Alleys shall be offset from such a street or driveway by a minimum of seventy-five feet (75') measured from edge of alley to edge of street or driveway.
7. Alleys shall not align across from future streets to create an intersection.
8. Internal alley to alley intersections (if not lined up) shall be offset, from the centerline, a minimum of one hundred feet (100').
9. Alleys that intersect at "elbow" street intersections shall not intersect within thirty degrees (30°) of the centerline of the adjacent streets. See Figure 4.14.
10. Alleys shall not intersect with a roundabout.

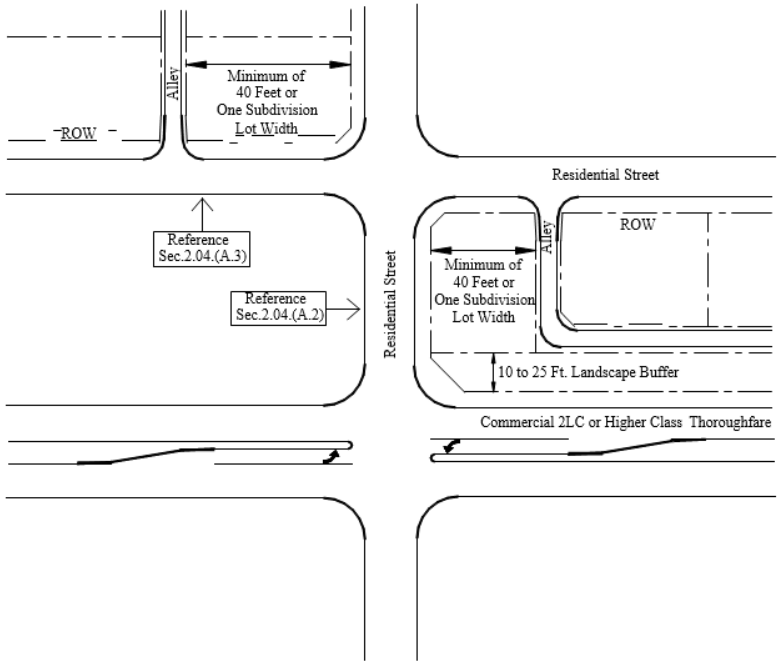


FIGURE 4.13: Minimum Distance from Intersection for Parallel Alley

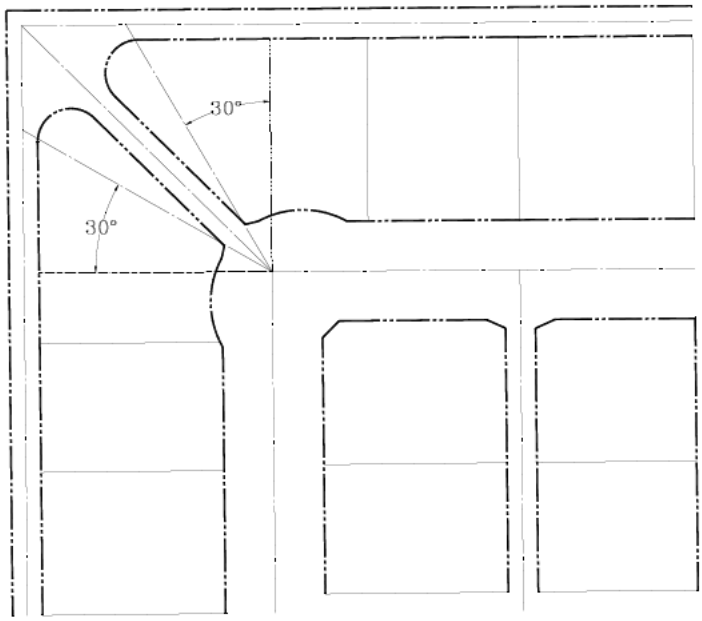


FIGURE 4.14: Alley Intersecting an Elbow

11. Internal alley intersections shall consist of no more than three (3) alley approaches.
12. No permanent dead-end alley shall be permitted in new subdivisions. Alleys shall connect and/or be aligned with alleys in adjacent subdivisions.
13. The radius of alley pavement at street intersections shall not be less than fifteen feet (15'). At the intersection of two alleys, the radius of the alley ROW is dependent upon the alley ROW intersection angle as listed in Table 4.11. At the intersection of two alleys, the radius of the alley pavement shall be two feet (2') greater than the radius of the alley ROW. See Figure 4.15.

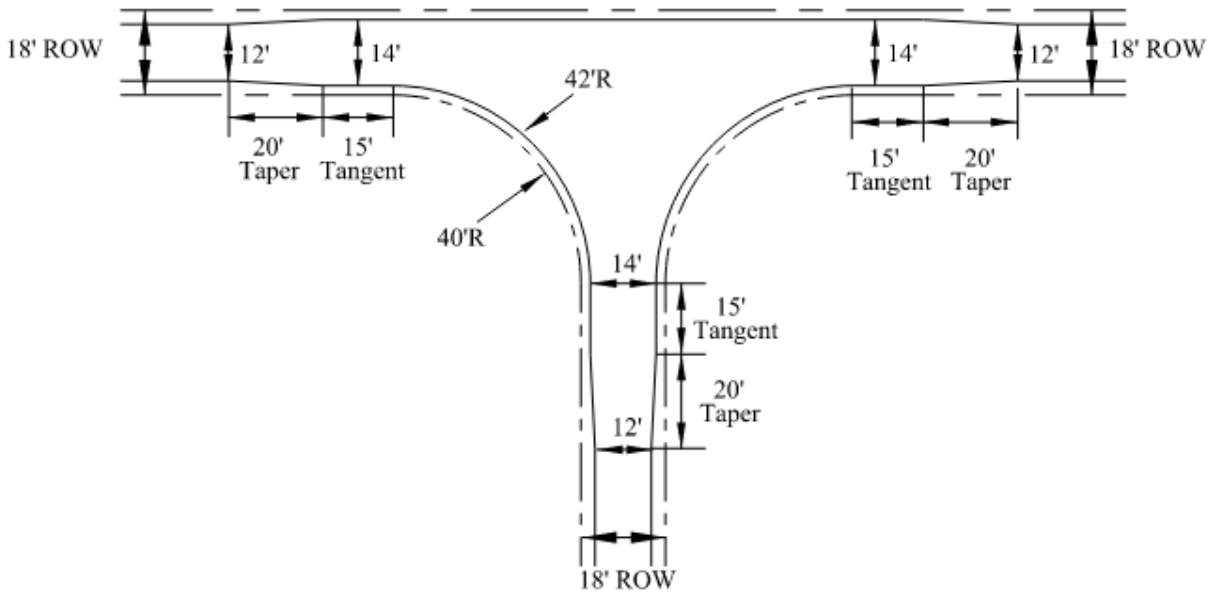


FIGURE 4.15: Alley to Alley Intersection

B. Alley Radius – Alley radii at street intersections shall not be less than fifteen feet (15'). See Figure 4.16.

1. Alley Intersecting Alley Radius – The radius shall be measured from the ROW and vary based upon the alley ROW intersection angle listed in Table 4.11.

TABLE 4.11: Alley Intersecting Alley Radius

Alley ROW Intersection Angle	Minimum Required ROW Radius (ft)
1°-40°	70
41°-70°	50
71°-90°	40
> 90°	50

C. Alley ROW Width – The alley ROW width shall be eighteen feet (18) for residential alleys and twenty feet (20') for non-residential alleys.

D. Alley Pavement Width – The alley pavement width shall be twelve feet (12') for residential alleys and twelve feet (12') for non-residential alleys, except near street intersections as shown in Figure 4.16.

E. Alley Pavement Thickness: The thickness shall be a minimum of 6" with pavement strength and reinforcement as required in Section 4.02.(B.5).

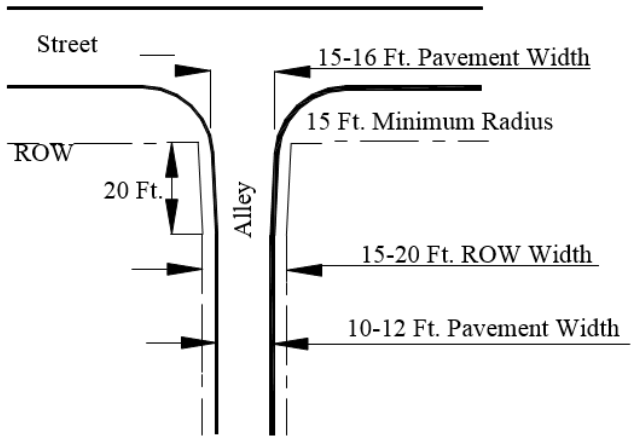


FIGURE 4.16: Alley Dimensions

F. Alley Length – Alleys shall not exceed eight hundred feet (800') in length without an intermediate connection to a residential street.

G. Rear Alley Frontage – The minimum alley rear frontage shall be twenty feet (20').

H. Alley as a Fire Lane – An alley that also serves the purpose of a fire lane shall be constructed to the standards of a fire lane as required by the Fire Department. These standards include, but are not limited to, a minimum pavement width of twenty-four feet (24') and a minimum radius of alley pavement of thirty feet (30') at street intersections. Right-of-way shall be 30 feet in width for 24 foot alley sections.

I. Alley Speed Limits – The speed limit in alleys shall be ten miles per hour (10 MPH).

J. Alley Visibility Obstructions:

1. No Fence, wall, screen, sign, structure, or foliage of hedges, trees, bushes, or shrubs shall be erected, planted or maintained in any alley ROW.

2. Foliage of hedges, trees, bushes, and shrubs planted adjacent to the alleys ROW shall be maintained such that the minimum overhang or encroachment shall be fourteen feet (14') above the alley surface one foot (1') outside the edge of the pavement.

K. Alley Grade:

1. Alleys shall have a maximum grade of six percent (6%) and a minimum of six-tenths percent (0.60%). Steeper grades may be permitted where required by topographical and/or natural features, as approved by the Director of Engineering Services.

2. Alleys shall maintain a maximum cross-slope of two percent (2%) at the intersection of the adjacent sidewalk.

L. Vertical Curves in Alleys – Vertical curves in alleys shall be used in order to provide a design which is safe, comfortable in operation, pleasing in appearance and adequate for drainage. Vertical curve alignment shall also provide stopping sight distance in all cases based on a design speed of twenty miles per hour (20 MPH).

M. Alley Screening Walls – The area between screening walls and alleys shall be paved and graded to drain to the invert.

4.06. Frontage Road Design (Non-TxDOT)

A. Frontage roads are typically found adjacent to existing or planned freeway type facilities.

B. Frontage roads are considered 6LD thoroughfares and should be designed to the 6LD standards set forth in this document.

C. Access to frontage roads shall also conform to the standards set forth for 6LD thoroughfares. In addition, the following access restrictions apply to frontage road design:

1. Exit Ramp Restrictions:
    a. No driveway shall be located less than fifty feet (50') in advance of the concrete curb gore of an exit ramp.
    b. No driveway shall be located less than four hundred feet (400') beyond the striped gore of an exit ramp (designated as the point where the striping of the exit ramp lane and the through lane converge), measured from the edge of the driveway.
2. Entrance Ramp Restrictions:
    a. No driveway shall be located less than two hundred feet (200') in advance of the striped gore of an entrance ramp (designated as the point where the striping of the entrance ramp lane and the through lane diverge), measured from the edge of the driveway.
    b. No driveway shall be located less than fifty feet (50') beyond the concrete curb gore of an entrance ramp.

4.07. Bridge and Bridge-Class Culvert Design

All bridges and bridge-class culverts in Prosper shall be designed at a minimum in accordance with the latest edition of the AASHTO Standard Specifications For Highway Bridges and the *TxDOT Bridge Design Manual*. Specifications for bridge construction shall be in accordance with the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (edition to be used shall be determined by the Town of Prosper). All bridge railing shall be in accordance with the latest edition of the TxDOT Bridge Railing Manual and shall be approved in the NCHRP Report 350. All bridge rails shall be appropriately rated railing based on design conditions. Guardrail, end treatments, or other features associated with bridge construction shall be in accordance with the latest edition of the AASHTO Policy on Geometric Design of Highways and Streets, the AASHTO Roadside Design Guide, and current TxDOT Standards.

The local standards that shall govern the applicable elements of the design can be found in Table 4.12

TABLE 4.12: Elements of Bridge Design Standards

Element of Bridge Design	Standard of Design
Reinforcing Steel	Epoxy coating required
Travel Lane Width	12’ minimum
Offset to Face of Rail	2’ minimum Where no sidewalk is present, shoulders shall be flush with the roadway slab.
Sidewalk Width	6’ minimum, 8’-10’ if designated hike & bike corridor
Parkways	Culverts to be extended to the ultimate right-of-way and graded to the standard parkway
Bridge Rail	TxDOT T401 for vehicular protection only TxDOT T401 for vehicular/pedestrian separation Separation rail shall be used on all major and minor arterial bridges; it shall not be required on collectors or local streets, or on culverts where the sidewalk is not located adjacent to the back of curb TxDOT C402 for vehicular and pedestrian protection TxDOT PR1 for pedestrian protection only
Parapet Wall with Rail Finish	Stone facia all vertical surfaces, Ashlar Stone or similar Stain all vertical surfaces, color(s) shall be approved by the Director of Engineering
Pedestrian Rail Finish	Paint all surfaces with industrial-grade exterior paint, color shall be approved by the Director of Engineering
Drainage	All roadway drainage shall be carried to the bridge ends and collected in closed storm sewer system. If deck drains are required they shall discharge to downspout and a properly designed splash basin or closed storm sewer system to minimize erosion. Drainage shall not discharge against any part of the structure.
Lighting	Spacing based on approved photometric plan, standard fixtures, both directions Decorative lighting options shall be approved by the Director of Engineering
Conduit	Required fiber optic and street lighting conduit shall be fastened to the exterior slab overhang.
Aesthetic Variations	All aesthetic variations shall be consistent with surrounding features and shall be approved by the Director of Engineering.

4.08. Pedestrian Facilities

A. All pedestrian facilities must conform to the following current requirements and shall be in accordance with the Town's Hike & Bike Trail system, Zoning and Town's Comprehensive Master Plan or as amended through ordinance.

B. Pedestrian Design Guidelines include the current edition of the following:

1. Texas Accessibility Standards (TAS).
2. Americans with Disabilities Act (ADA) Standards.
3. Proposed Accessibility Guidelines for Pedestrian Facilities in Public Right-of-Way (PROWAG).
4. Texas Manual on Uniform Traffic Control Devices (TMUTCD).

C. Sidewalks

The purpose of the public sidewalk is to provide a safe area for pedestrians. Town of Prosper policy provides that sidewalks are to be constructed with the paving of streets or building construction unless deferred by the Director of Engineering. Sidewalks constructed as part of a new development or re-development are considered public facilities and shall be constructed according to the requirements outlined in this section.

A sidewalk is the paved area in a street ROW between the curb lines or the edge of pavement of the roadway and the adjacent property lines for the use of pedestrians. The Town of Prosper considers a sidewalk to be an "accessible route" as specified in Section 4.3 of the Texas Accessibility Standards (TAS) and considers a public sidewalk a "facility" under the TAS and the U.S. Department of Justice Americans with Disabilities Act (ADA) regulations at 28 C.F.R. Part 35 unless exempted by the Director of Engineering. Compliance with these regulations shall be the responsibility of the owner/developer.

1. Design:

For pedestrian comfort, it is desirable to provide buffer space between the sidewalk and the back of curb of at least 3 feet (3'). All new sidewalks in the Town of Prosper shall be placed 1 foot (1') inside the ROW line unless approved by the Director of Engineering.

Sidewalks shall conform to all current TAS, ADA requirements, and in accordance with this section, and if there is a conflict among those standards, the more stringent shall govern. The maximum running grade (longitudinal slope) of the sidewalk shall not exceed 5% unless approved by the Director of Engineering. The maximum cross-fall (cross slope) of the sidewalk shall not exceed 2%.

Sidewalk widths vary depending on the roadway classification. A concrete sidewalk 6 feet in width is required on all Regional Freeways, Arterial thoroughfares and collector roadways. A concrete sidewalk 5 feet in width is required along both sides of all residential roadways. See Table 4.13 for sidewalk widths on all street types. The sidewalks shall be located within the street ROW unless pre-existing physical encroachments (e.g., utility infrastructure or trees) dictate otherwise. Sidewalks may be allowed in landscape areas and pedestrian access easements with the approval of the Director of Engineering. Sidewalks along arterial roadways shall be done in manner to follow the Town of Prosper's Thoroughfare landscaping requirements as depicted in the Zoning Ordinance.

Sidewalks and parkways (curb to ROW) shall be graded at 2% above the top of the street curb.

TABLE: 4.13: Sidewalk Widths

Street Type	Sidewalk Width
Arterial	6 ft
Collector	6 ft
Residential	5 ft

2. Hike & Bike Trails:

   For pedestrian comfort, it is desirable to provide buffer space between the sidewalk and the back of curb of at least three feet (3'). All new sidewalks in the Town of Prosper shall be placed one foot (1') inside the ROW line unless approved by the Director of Engineering.

   Sidewalks shall conform to all current TAS, ADA requirements, and in accordance with this section, and if there is a conflict among those standards, the more stringent shall govern. The maximum running grade (longitudinal slope) of the sidewalk shall not exceed 5% unless approved by the Director of Engineering. The maximum cross-fall (cross slope) of the sidewalk shall not exceed 2%.

   Sidewalk widths vary depending on the roadway classification. A concrete sidewalk six feet (6') in width is required on all Regional Freeways, Arterial thoroughfares and collector roadways. A concrete sidewalk five feet (5') in width is required along both sides of all residential roadways. The sidewalks shall be located within the street ROW unless pre-existing physical encroachments (e.g., utility infrastructure or trees) dictate otherwise. Sidewalks may be allowed in landscape areas and pedestrian access easements with the approval of the Director of Engineering. Sidewalks along arterial roadways shall be done in manner to follow the Town of Prosper's Thoroughfare landscaping requirements as depicted in the Zoning Ordinance. Sidewalks and parkways (curb to ROW) shall be graded at 2% above the top of the street curb.

3. Sidewalks on Bridges:

   a. All street bridges shall have a sidewalk constructed on each side of the bridge. The sidewalk shall be a minimum of six feet (6') wide with a parapet wall that is separated from the travel lane by an eighteen-inch (18") shoulder.

   b. A standard pedestrian bridge rail protecting the sidewalk shall be provided on the outside edge of the bridge.

4. Hike & Bike Trail Under Bridges – When new bridges are built as a part of the construction of a roadway or the reconstruction of a roadway and a hike and bike trail crossing as depicted on the Town's Master Hike & Bike Trail Plans, the hike and bike trail will be built as a part of the embankment design underneath the bridge structure

5. Sidewalks on Culverts – All culvert crossings shall have a sidewalk constructed on each side of the culvert. The sidewalk shall be a minimum of six feet (6') wide with a standard pedestrian hand rail as shown in Figure 4.18 provided on the outside edge of the culvert. Parapet wall may be required by the Engineering Department.

6. Access to Cul-de-sacs from Adjacent Streets – To promote a pedestrian friendly environment, a sidewalk shall be provided between cul-de-sacs and adjacent streets.

7. Pedestrian Handrail - Pedestrian handrail of a height not less than 42 inches shall be required when any of the following conditions are located within 5 feet of an existing or planned public sidewalk, or as directed by the Director of Engineering:

   a. A permanent or intermittent body of water;
   b. Top of slope steeper than 6:1 (17%) with drop-off ending at a body of water;
   c. Top of slope steeper than 3:1 (33%) with drop-off greater than 2.5 feet; OR
   d. Vertical surface with drop-off greater than 2.5 feet

   Pedestrian handrails are a long-term maintenance liability and may be considered a roadside hazard and/or a general aesthetic nuisance. To minimize these impacts, the conditions that invoke the requirement for a pedestrian handrail shall first be reviewed for alteration to remove the hazard. If no alteration is feasible, then a pedestrian handrail shall be constructed. Exemptions to this requirement may be considered by the Director of Engineering when:

   a. The depth of a body of water is less than 1 foot;
   b. The sidewalk provides recreational access to a body of water;
   c. The handrail would irreversibly spoil the natural landscape; OR
   d. Alternative means of protection are approved

   Pedestrian handrails located on public sidewalks shall be TxDOT Type E rails, constructed in accordance with the PRD-06 standard (the grip rail may be eliminated unless required by TAS/ADA requirements), or as approved by the Director of Engineering. Any required concrete foundation shall be in addition to the minimum sidewalk width. All rail surfaces shall be painted with industrial-grade exterior paint, with the color approved by the Director of Engineering.

4.09. Public Rights-of-Way Visibility Requirements

A. Adequate sight distance at the intersection of a thoroughfare and a proposed thoroughfare/driveway/alley must be ensured. This sight distance is provided through the use of a Corner Visibility Triangle and/or a Sight Line Triangle. Corner Visibility Triangles shall be dedicated as ROW and Sight Line Triangles shall be identified and dedicated as Visibility, Access and Maintenance Easements (VAM's). In addition, a Sight Line Triangle must also be provided for the following cases:

   1. Where a driveway, alley, or any thoroughfare that is controlled by a stop sign intersects with an uncontrolled thoroughfare.

   2. On any signalized intersection approach where right-turn on red operation is permitted, a sight line triangle must be provided for the right turn driver.

B. Corner Visibility Triangle Defined:

   1. The corner visibility triangle is defined at an intersection by offsetting the two ROW lines from their point of intersection to a distance as shown on Table 4.14. These two points are then connected with an imaginary line to form the corner visibility triangle as shown in Figure 4.19. If there are no curbs existing, then the triangular area shall be formed by offsetting the property lines for a distance of thirty feet (30') from their point of intersection.

TABLE 4.14: Corner Visibility Triangle Distances

Type of Thoroughfare On	Type of Thoroughfare At	Distance (ft)
4 or 6 Lane	All Types	25
3L, Commercial 2LC	3L, 2LC	25
3L, Commercial 2LC	2LN, 2LRN	10
Residential 2LC, 2LN, 2LRN	Residential 2LC, 2LN, 2LRN	10
NTTA	All Types	25

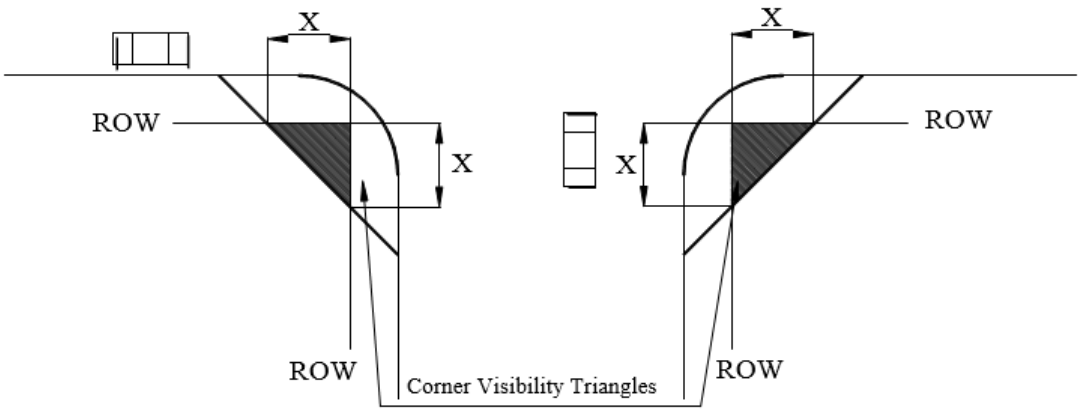


FIGURE 4.19: Corner Visibility Triangle for an Intersection

2. Where alleys intersect residential 2LN or 2LRN thoroughfares, the corner visibility triangle is measured as fifteen feet (15') along the residential street ROW and five feet (5') along the alley ROW form the point of intersection. These two points are then connected with an imaginary line to form the corner visibility triangle as shown in Figure 4.20. The alley corner visibility triangle shall be dedicated as ROW.

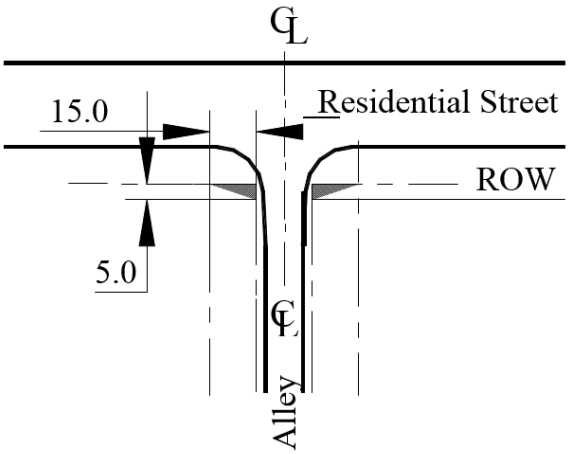


FIGURE 4.20: Corner Visibility Triangle for an Alley

C. Sight Line Triangle Defined:

1. The sight line triangle is formed by first extending a line along the center line of the proposed side street or driveway that begins at the tangent curb of the existing thoroughfare and extends to its endpoint fifteen feet (15') into the proposed side street or driveway. For the sight line triangle to the left, construct a second imaginary line that is parallel to and five feet (5') out from the existing thoroughfare's curb that begins at the centerline of the side street and continues to the left for a distance L to its endpoint. To complete the sight line triangle, connect the endpoints of the first two lines as shown in Figures 4.21 and 4.22. In the case of the sight line triangle to the right, the second imaginary line is parallel and five feet (5') out from the nearest edge of the conflicting traffic flow (or adjacent median in the event of a divided thoroughfare). It begins at the centerline of the side street and continues to the right for a distance R to its endpoint (See Figures 4.21 and 4.22).

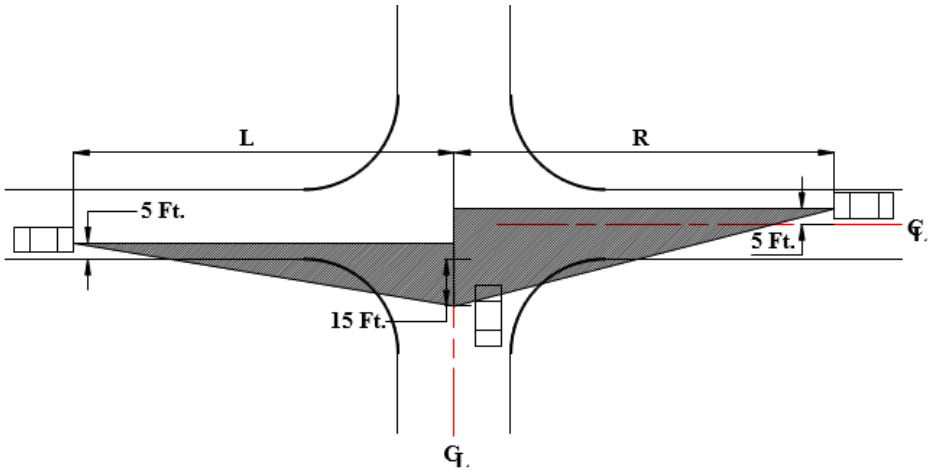


FIGURE 4.21: Sight Line Triangle for an Undivided Thoroughfare

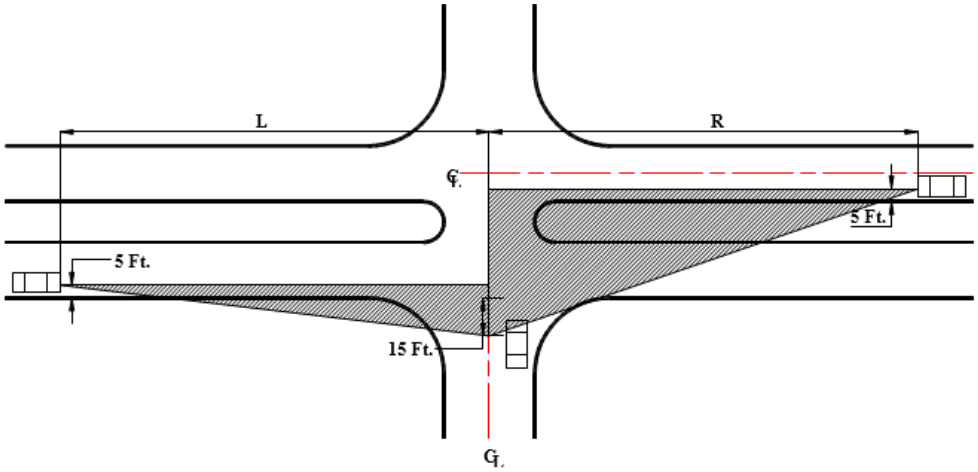


FIGURE 4.22: Sight Line Triangle for a Divided Thoroughfare

2. The distance to the driver's eye for driveways or side streets that intersect a thoroughfare is fifteen feet (15') from the intersecting curb line as shown in Figures 4.21 and 4.22.

3. In the case where the thoroughfare contains existing horizontal curvature, the distances L and R must be measured along the horizontal curve.
4. According to the American Association of State Highway and Transportation Officials (AASHTO), the minimum lengths of the distances L and R are equal. The minimum sight line distances L and R vary according to the design speed and width of the thoroughfare that will be accessed by a vehicle stopped on the side street, as shown in Table 4.15.

TABLE 4.15: Minimum Sight Line Triangle Distances(1)

Design Speed, V (MPH)	Minimum Sight Distance to Left and Right, L and R (ft)			
	2-lane Undivided	2-lane Divided(2) or 4-lane Undivided	4-lane Divided(2) or 6-lane Undivided	6-lane Divided(2)
25	280(3)	295	315	335
30	335	355	375	400
35	390	415	440	465
40	445	475	500	530
45	500	530	565	600
50	555	590	625	665

(1) Source AASHTO Green Book – Chapter 9. Distances based upon design speed and width of the thoroughfare that will be accessed by a vehicle stopped on the side street.
(2) These calculations assume a median width equivalent to one travel lane. If the median is wider than a travel lane, add 30 feet of sight distance for every 12 feet of additional median width.
(3) L can be 150 feet with approval by the Director of Engineering or their designee.

D. Landscaping and Obstruction Requirements for corner Visibility and Site Line Triangles:

1. No fence, wall, screen, sign, structure, foliage, hedge, tree, bush, shrub, berm, driveway, parking space, drive aisle, or any other item, either man-made or natural shall be erected, planted, or maintained in a position that will obstruct or interfere with a driver's clear line of sight within both the corner visibility and sight line triangle (i.e., VAM's).
2. Vision at all intersections where streets intersect at or near right angles shall be clear at elevations between thirty inches (30") and nine feet (9') above the average gutter elevation within each triangle.

E. Rights-of-Way Obstructions Outside the Site Line Triangles:

1. Fences, walls, screens, signs and other structures shall conform to the Comprehensive Zoning and Sign Ordinances of the Town.
2. Foliage of hedges, trees and shrubs in ROW which are not governed by Prosper's Comprehensive Zoning Ordinance, or the above triangles shall be maintained such that the minimum overhang above a sidewalk shall be seven feet (7') and the minimum over hang above a street shall be fourteen feet (14').
3. All other areas within ROW shall be clear at elevations between thirty inches (30") and nine feet (9') above the average gutter.

4. Plants in the ROW that will grow over thirty inches (30") (when mature) above the adjacent street's curb shall conform to all of the above requirements, where applicable. All landscape plans shall show all items as required by the Parks and Recreation Department and Planning Department, including:
    a. The locations and type of such plants.
    b. The prescribed corner visibility and sight line triangles.
    c. Ground elevations or spot elevations as necessary, to avoid conflicts, will be shown by contour lines within both triangles.
    d. No plantings berms over thirty inches (30") above the adjacent gutter elevation are allowed in the median for the length of the left turn storage.
    e. Single trunked trees within the triangles and in the median, shall be allowed and spaced so as to not cause a "picket fence" effect. Because of the large variation of ways in which trees can be planted, the spacing shall be decided upon by the Director of Engineering or their designee and the developer at the time of review of the landscape plans. Any other item that obstructs these lines so as to interfere with the above requirements shall not be allowed.

F. Abatement:
    1. The Director of Engineering or their designee shall have the authority to determine whether any such fence, wall, screen, hedge, tree, bush, shrub, sign or structure, as erected, planted or maintained, constitutes a public hazard or public nuisance in violation of the provision of this ordinance. Upon determination, they shall cause to be issued a written notice to the owner or lessee of the property demanding that corrective action be taken within ten (10) days of the date the notice is mailed.
    2. Following written notice, the Town of Prosper may abate the hazard or nuisance and assess the property owner reasonable charges for labor.
    3. Under conditions which pose an immediate threat to the public's health, safety, or general welfare, the Director of Engineering or their designee may require immediate corrective action.

G. Exceptions – The provisions of the Roadway Design Standards shall not apply to, or otherwise interfere with, the following:
    1. Placement and maintenance of traffic control devices under governmental authority and control.
    2. Existing and future Town, State and Federal Regulations.

4.10. Street Lighting

A. The following standards shall apply to all 6LD and 4LD thoroughfares:

1. Street lighting shall be placed in the medians, with spacing not to exceed three hundred feet (300') and no closer than one hundred fifty feet (150') depending on median breaks and intersections. Locations shall be determined by a photometric plan.
2. Luminaries and poles shall be the current Town approved standard.
3. Street lighting conduit shall be two-inch (2") Schedule 40 PVC.
4. Conduit shall be installed for irrigation to meet the landscape requirements in the median.

B. The following standards shall apply to all 2LC commercial collectors:

1. Street lighting shall be placed in the parkway between the curb and the sidewalk, with spacing not to exceed one hundred eighty feet (180') and no closer than one hundred fifty feet (150'). Locations shall be determined by a photometric plan.
2. Collector lighting shall be installed prior to final acceptance by the Town. Where property lines bisect collectors longitudinally, each Developer is equally responsible for their fair share of the cost of fully developed lighting. If the Commercial Collector Street is shown on the Comprehensive Plan the Developer can receive reimbursement through a Development Agreement.
3. Luminaries and poles shall be the current Town approved standard.
4. Street lighting conduit shall be two-inch (2") Schedule 40 PVC.

C. The following standards shall apply to all 3L, 2LC, 2LN, and 2LRN Residential Streets:

1. Poles shall meet the standard requirements of the local electric company and current Town standards. Upgraded options must be approved by the Director of Engineering Services.
2. Light locations shall typically be at intersections and at mid-block if the block length is greater than six hundred feet (600'). Cul-de-sacs, six hundred feet (600'), measured from centerline of street to center point of cul-de-sac, shall have a light installed at the street intersection and at the beginning of the bulb or at the top of the bulb. Other locations may be required as deemed necessary by the Director of Engineering Services. Lights shall not be closer than one hundred fifty feet (150').
3. Subdivisions bounded by arterials shall have common type of luminaries. Streetlights shall be installed prior to final acceptance by the Town.

4.11. Street Name Signs (At Non-signalized Intersections)

A. Street name signs shall be installed at all intersections of public streets, private streets, and public ways in accordance with the Town's Standard Details, Technical Specifications and requirements.

B. Street name blades shall be nine inch (9") tall extruded aluminum.

C. The street name shall be left justified, with block numbers located in the upper right-hand corner. Abbreviated street designations shall be located in the lower right-hand corner and right justified.

D. The lettering of the street name shall be Clear View 2W, six inches (6") tall and upper/lower case. Letters of abbreviated street designations shall be three inches (3") tall and all uppercase (i.e., LN, PKWY, DR, CT, etc.). Block numbers shall be 3" tall.

E. A street name shall be limited to sixteen (16) characters, not including the street designation. A street name shall either consist of one word no longer than sixteen (16) letters or two words separated by one space where the two words have no more than fifteen (15) letters combined.

F. Sign sheeting shall be diamond grade intensity. The background shall be green and the legend shall be white.

G. For a street with only one cul-de-sac end, a standard W 14-2a shall be mounted under the street name blade. In the case of a street with two cul-de-sac ends, two standard W 14-2a signs shall be mounted under the street name blade in the appropriate directions.

H. Owners, developers, and/or contractors should contact Development Services to obtain block numbers. Block numbers are required on all street name blades, even if no homes or buildings front onto the street.

4.12. Traffic Signals

A. Design Process

1. The designer shall schedule a kick-off meeting with the Town of Prosper Engineering department to discuss signal design guidelines and requirements as they apply to each project.
2. Obtain existing as-built plans for the intersection from the Town of Prosper or another agency, if available.
3. Conduct a field visit to verify existing information shown on the base map prepared by the designer.
4. Contact DIG-TESS, Town of Prosper, and adjacent public agency, as applicable, to verify existing utility locations at the beginning of design. If needed, the designer should also call for utility locates immediately before the award of construction contract. Existing and proposed utilities shall be shown on the plans.
5. Schedule a field visit with the Town of Prosper Engineering Department to identify traffic signal pole locations, controller cabinet location, power source location, and to discuss specific issues.
6. Prepare preliminary traffic signal layout plans (60%) and submit to the Town for review. This submittal shall include the following:
    a. Traffic signal layout sheet(s) showing signal poles, vehicular and pedestrian signal heads, barrier-free ramps and associated sidewalks, vehicle detection, pedestrian push buttons, controller cabinet location, power source location, electrical service, conduits, ground boxes, and all known existing and proposed utilities. The designer should recognize that the pedestrian pushbutton locations are often driven by the ramp locations and sidewalks.
    b. Signal design tables sheet(s)
    c. Pavement marking and signing sheet(s) showing all existing and proposed pavement markings and signs.

7. The following additional sheets may be included based on the type of project and existing intersection condition:
    a. Existing conditions layout showing the existing signal equipment to be removed.
    b. Curb ramp details
    c. Geometric modifications layout showing minor intersection improvements such as:
        i. Median nose modifications to provide adequate crosswalks and/or left turning paths.
        ii. Traffic control plan sheets.
        iii. Temporary signal layout plan sheets.
8. After receiving 60% submittal review comments from the Town of Prosper, the designer shall prepare and submit 90% submittal to the Town for review. This submittal is expected to include the following:
    a. Updated traffic signal layout, signal design tables, and pavement marking and signing, and any other additional sheets identified above.
    b. All applicable standard sheets
    c. General notes
    d. Standard specification list (TxDOT and Town of Prosper) and special specifications
    e. Quantity summary
    f. Cost estimate
    g. All contract documents, if the project will be let by the Town. The Designer should request the latest contract documents from the Town.
9. After receiving 90% submittal review comments from the Town, the designer shall update the complete plan set and submit FINAL signed and sealed plan sets to the Town.

B. Traffic Analysis

The Town of Prosper may request a traffic analysis for the intersection before signal design plans are developed. The following items may be included in the traffic analysis:

1. Turning movement counts – Collect 24-hour video turning movement counts for a typical weekday (Tuesday, Wednesday, or Thursday school day, without rain) or use the existing data available from the Town. The Designer should identify the need for additional counts (i.e. weekend) based on the location of the intersection in the Town and type of the project.
2. Synchro Analysis – Conduct AM, PM, and Mid-day peak hour capacity analysis for the existing and future (three years) conditions.
3. Left-turn phasing – Based on the capacity analysis results and field conditions, recommend phasing for left turns (i.e. protected only, protected/permissive, or split phase)

4. Storage Length – Based on the capacity analysis and queuing analysis, recommend storage lengths for the left and right turn lanes.
5. Improvements – Based on the capacity analysis, identify short-term and long-term improvements for each intersection.
6. Signal Timing Parameters – Provide signal timing parameters for the existing/proposed signalized intersection as applicable. These parameters should include pedestrian clearance times, yellow and all-red clearance times, min and max green times for each phase, extension times, delay settings for right turn lane detection, coordination timings (if the signal is part of a coordinated system), overlaps, and railroad preemption timings. The designer should utilize the NCHRP Report 731 or other industry accepted guidelines for the calculation of yellow and all-red intervals.

C. Signal Phasing

1. If the existing controller cabinet is not being replaced, then consult the Town of Prosper Engineering department to determine how phasing revisions (if required) will be incorporated.
2. If the controller cabinet is being replaced or a new traffic signal is being installed, then Phase 2 should always be Northbound Thru.
3. The Designer shall be responsible for recommending a left turn phasing based on the intersection geometry and traffic operations inclusive of signal progression.
4. When a dedicated right turn lane is provided, a separate right turn phase (right turn overlap) may be needed. This phase should operate in conjunction with a compatible left turn phase.
5. When a right turn overlap is provided, U-turns from the compatible left turns may need to be prohibited and adequate signage should be provided.

D. Traffic Signal Heads

1. All signal heads shall be LED.
2. All signal heads, including any required metal tubing, shall be made of aluminum and brown in color.
3. All signal heads shall be fitted with brown vented aluminum back plates.
4. Louvers, if used, and the inside of the visors shall have a black finish.
5. Signal heads shall be located as specified in the latest edition of the Texas Manual on Traffic Control Devices.
6. All signal heads shall be mounted horizontally unless otherwise directed by the Director of Engineering Services.
7. The Town prefers to provide a signal head for each thru lane. It should be notes that TxDOT standards typically allow up to three signal heads on standard mast arms (up to 48 feet long) and up to four signal heads on long mast arms (LMA).
8. If a nearside signal head is required, it should be mounted on the right side of the roadway. If roadway curvature requires mounting the nearside signal head on the left side of the roadway, it should be mounted vertically on a signal pole.

E. Curb Ramps, Pedestrian Signals and Push Button Assembly

1. Typically, pedestrian signal heads, Accessible Pedestrian Signals (APS), crosswalks, and curb ramps shall be provided for all approaches to an intersection. Specific exceptions might include situations where a pedestrian crossing would be unsafe because of geometric conditions or traffic signal operation. Designer should provide specific information to the Town as to why pedestrian crossing(s) Is not provided.

2. Curb ramps should be located to provide straight crosswalks. This may require median nose modifications. Curb ramps shall be designed according to the latest ADA requirements.

3. All pedestrian signal heads shall be LED.

4. Accessible Pedestrian Signal System shall be Polara Navigator.

F. Signal Poles and Mast Arms

1. The Town of Prosper uses TxDOT Dallas for signal poles and mast arm assemblies, pedestal poles, and foundations. All signal poles and pedestal poles shall be powder coated and Brown (RAL-8008) in color.

2. If the project is an upgrade of an existing signal installation, the new poles installed shall be similar to the existing poles that will remain in place at the intersection (round/polygonal).

3. Standard is 30’ poles with 8’ luminaire arms – powder coated brown.

G. Conduits and Ground Boxes

1. All conduits placed under ground shall be Polyvinyl Chloride Conduit (PVC) schedule 40. All conduits that are above ground shall be Rigid Metal Conduit (RMC).

2. A 4” conduit ring (ground box to ground box) shall be installed around the intersection. No ground boxes should be installed in the medians to complete a ring.

3. A 3” conduit should be installed between the conduit ring and standard/pedestal poles.

4. The home run (between controller cabinet and an adjacent ground box) shall have 2-4” conduits for traffic signals, 1-2” conduit for power, and one 2” conduit for future fiber optic cable installation should be provided as part of the home run

5. A separate 2” PVC conduit shall be used for power cable between the electrical service and the controller cabinet.

H. Electrical Conductors

Table 4.16 identifies different types of traffic signal cables and electrical conductors used.

Table 4.16: Signal Electrical Conductors

Location	Signal Cable/ Conductors
Terminal block of mast arm signal pole to the controller cabinet	20-Conductor #14AWG
Terminal block of pedestal pole to the controller cabinet	10-Conductor #14 AWG
Terminal block of mast arm signal pole to each: 3-section vehicular signal head 4-section and 5-section Pedestal signal head	 5-Conductor #14 AWG 7-Conductor #14 AWG 5-Conductor #14 AWG
Terminal block of pedestal pole to pedestrian signal head	5-Conductor #14 AWG
Electrical service meter to the controller cabinet	2 – 1 Conductor #6 XHHW
Electrical service meter to each signal pole mounted luminaire	2 – 1 Conductor #8 XHHW
Each push button to the controller cabinet	2-Conductor #12 AWG Type C

1. All wires inside the pole (from terminal block of the signal pole to signal heads or other devices) including traffic signal cable, electrical conductors for power and luminaire, and communication cable shall not be paid for separately and shall be considered subsidiary to Item 680 “Installation of Highway Traffic Signal”.
2. Power cable shall not be spliced between the electrical service and the controller cabinet.
3. Luminaire cable shall not be spliced between the electrical service and each signal pole mounted luminaire.
4. No. 6 Bare wire shall be used for grounding in all conduits except the run between the power service and disconnect.
5. 2-1 Conductor #8XHHW for illumination can be daisy chained.
6. Use 2 Conductor #8XHHW for ILSN. Provide a separate photocell for ILSN/120V circuit. ILSN conductors can be daisy chained.
7. The Town uses Type 721 uni-directional Opticom detectors and Type 764 Phase Selectors manufactured by Global Traffic Technologies.

I. Luminaires

1. All signal pole mounted luminaires shall be Philip Lumac Road Focus Medium LED cobra head (# RFM-108W48LED4K-T-R35-UNIV-DMG-RCD-B).
2. All signal pole mounted luminaires at an intersection shall be controlled with a central photocell which will be installed inside an enclosure mounted on the service pedestal.
3. The luminaire arm mounted on the traffic signal pole shall be 8’ long.

J. Electrical Service

1. Typically, the Town of Prosper uses pedestal type electrical service for traffic signal installations requiring new power using the following code:

   a. Type D (120/240)070(NS)AL(E)PS(U)

2. The designer shall verify the location of a power source with the appropriate utility company and discuss the type of service that will be installed at each intersection with the Town of Prosper Engineering Department.

K. Detection Systems

The Town of Prosper typically uses Radar Vehicle Detection System that meet the latest TxDOT special specifications for Radar Vehicle Detection System for Signalized Intersection Control.

The designer shall discuss the type of detection system and detection system layout to be used at each intersection with the Town of Prosper Engineering Department.

L. Traffic Signal Controller and Cabinet Assembly

1. The Town of Prosper uses Econoline Cobalt controllers. The designer should request the latest controller model number from the Town.

2. The Town of Prosper uses NEMA TS2 (TxDOT Specification traffic signal controller cabinets with shelf or externally mounted Battery Back-Up-System (BBU System). For all on-system (TxDOT roadways) intersections, BBU shall be externally mounted. However, the designer should verify with the Town and TxDOT staff. Traffic signal controller cabinet and BBU (if externally mounted) shall be powder coated brown (RAL-8008).

3. Traffic signal controller cabinet shall be installed according to the TxDOT standard specification TS-CF.

4. A concrete apron shall be installed around the controller cabinet.

M. Illuminated Street Name Signs (ILSN)

1. Typically, the Town of Prosper uses cantilever ILSN arm (TxDOT specifications) above the mast arm, mounted at 24 feet height. Mast arm mounted ILSN are allowed only if 19 feet high signal pole is used.

2. The Town uses Clean Profile series ILSN manufactured by Southern Manufacturing. The contractor shall be responsible for furnishing and installing the ILSN and all mounting hardware according to the Town's specifications (attached).

3. On specific projects, the Town may require the contractor to furnish and install standard street name sign blades. In this case, the Town will provide the Town of Prosper logo to be installed on the street name sign furnished by the contractor.

N. Communication System

The Designer shall provide one-2" conduit for future fiber optic cable installation from signal controller cabinet to the adjacent ground box (home run).

O. Red Light Confirmation Lamp

The Designer should request that latest specifications for Red Light Confirmation Lamp from the Town's Engineering Department.

P. Traffic Control During Construction/USE of Temporary Signals

1. The Designer shall discuss their approach for traffic control during signal construction with the Town of Prosper Engineering Department.
2. If it is determined that traffic control plans and/or temporary signal plans are required on a project, the designer shall be responsible for preparing such plans.
3. Traffic control requirements during construction will vary depending on the type of project. For example, a new traffic signal installation may not require traffic control plans, while signal modifications as part of a roadway construction project may require traffic control plans and/or temporary (span wire) signal installation.
4. If required, span wire signal design plans shall be prepared according to TxDOT Dallas standard sheet "Construction Details for Span Wire Mounted Signals".
5. Plans shall clearly indicate how transition from the existing traffic signal equipment to the new signal equipment will be accomplished for traffic signal modifications. Installation of temporary signals may be required.

4.13. Traffic Impact Analysis Mitigation

A. Purpose – The purpose of a traffic Impact Analysis (TIA) is to assess the effects of specific development activity on the existing and planned thoroughfare system. Development activity may include but is not limited to rezoning, preliminary site plans, site plans, preliminary plats, driveway permits, certificates of occupancy, and Thoroughfare Plan amendments.

B. Pre-application meeting – Prior to the commencement of a TIA, an initial or pre-application meeting with Town staff is required to establish a base of communication between the Town and the applicant. This meeting will define the requirements and scope relative to conducting a TIA and ensure that any questions by the applicant are addressed.

C. Applicability of TIA Requirements:

1. Zoning – These TIA requirements shall apply to all zoning requests for land uses which will generate 2,500 or more vehicle trips per day or contain a density of 0.75 Floor Area Ratio (FAR) or greater. Applicable requests include zoning requests and Thoroughfare Plan amendments, if no previous traffic assessment was performed. Special circumstances, including but not limited to development with no case history, which to not meet the daily trip generation threshold, may also require a TIA. Such circumstances, as determined by the Director of Engineering Services may include, but are not limited to, impacts to residential neighborhoods from non-residential development, inadequate site accessibility, the implementation of the surrounding Thoroughfare Plan is not anticipated during the estimated time period of the proposed development, the proposed land use differs

significantly from that contemplated in the Comprehensive Plan, or the internal street or access is not anticipated to accommodate the expected traffic generation.

2. Development – These TIA requirements shall apply to all development requests for land uses, except single-family residential development, which will generate over 100 total trips during the AM or PM peak hour. Applicable development requests include concept plans, preliminary site plans, site plans and preliminary plats. Special cases, in which site generated peak hour trip activity is different from that of the adjacent street (weekdays 7:00-9:00 a.m. and 4:00-6:00 p.m.), may require and additional separate analysis as determined by the Director of Engineering Services. such circumstances may include, but are not limited to, commercial/retail, entertainment or institutional activity. The Director of Engineering Services may waive the TIA for a development request if a TIA was performed previously with the Zoning request and conditions listed in the report are still current.
3. Single-Family Residential Exception – A TIA for single-family residential development will not be required if the development contains fewer than six dwelling units unless special circumstances exist, as determined by the Director of Engineering Services. These special circumstances may include, but are not limited to, impacts to other residential development from cut-through traffic, inadequate site accessibility, the implementation of the surrounding Thoroughfare Plan is not anticipated during the estimated time period of the proposed development, the internal street or access system is not anticipated to accommodate the expected traffic generation, or the development is outside the urban core of the community.
4. Daycares and Schools – All development requests and/or specific use permit requests for a daycare, Montessori school, private school, charter school, or public school shall include, at a minimum, a traffic circulation study. This study shall include the estimated maximum peak hour trip generation of the facility, the planned circulation of inbound and outbound traffic during drop-off and pick-up operations, and the estimated length of the queue of cars waiting to pick up students. The design of the site and the circulation plan shall ensure that school traffic does not back up onto any public street. The traffic circulation study shall include a statement that the owner and/or operator of the daycare or school agrees to operate the facility in accordance with the approved circulation plan. The circulation plan must be approved by the Director of Engineering Services before the development request or the specific use permit can be approved.
5. Determination of Applicability – The need for a TIA shall be determined by the Director of Engineering Services based upon the results and recommendation from a pre-application meeting. It shall be the responsibility of the applicant to demonstrate that a TIA should not be required. If a TIA is required, the level of effort for a TIA submission shall be determined based on the criteria set forth in Table 4.17. Depending upon the specific site characteristics of the proposed development, one or more of the following elements may also be required as part of the TIA: an accident analysis, sight distance survey, traffic simulation, traffic signal warrant analysis, queuing analysis, turn lane analysis, and/or traffic circulation plan.

TABLE 4.17: Criteria for Determining TIA Study Requirements

Analysis Category	Site Trips Generated at Full Build-Out	TIA Analysis Periods[1]	Minimum Study Area[3]
I	>50 peak hour driveway trips; or 100-500 total peak hour trips	1. Existing year 2. Opening year[2] 3. Five years after opening	1. All site access drives 2. All signalized intersections and/or major un-signalized intersections within 0.5 mile to 1 mile of site boundary
II	>500 total peak hour trips	1. Existing year 2. Opening year of each phase 3. Five years after initial opening 4. Ten years after final opening with full build-out	1. All site access drives 2. All signalized intersections and/or major un-signalized intersections within 1.5 of site boundary

(1) Analysis periods shall include build and no-build scenarios. Assume full occupancy when each phase opens.
(2) Assume full build-out.
(3) For certain projects, the Town may require an enlarged study area. Land uses within the study area should include recently approved or pending development adjacent to the site.

D. Requirements for TIA Updates – A TIA shall be updated when time or circumstances of the original study fall within the parameters presented in Table 4.18. The applicant is responsible for preparation and submittal of appropriate documentation in order for Town staff to process the zoning or development application. A TIA for site development requests must be updated if two years have passed since the original submittal, or if existing or assumed conditions have changed within the defined study area. The Director of Engineering Services shall make the final determination as to the extent of a TIA update.

TABLE 4.18: Criteria for Determining TIA Update Requirements

Original TIA Report was based on:	Changes to the Originally Proposed Development	
	Access Changed(1) or Trip Generation Increased by more than 10%	**Access Not Changed and Trip Generation Increased by less than 10%**
Zoning; or Preliminary Site Plane or Site Plan that is less than 2 years old	Letter Amendment Required: Identify and report only analysis conditions that have changed.	Letter Documenting Change (No analysis is required)
Preliminary Site Plan or Site Plan that is more than 2 years old	Prepare New Study. Must meet all current TIA requirements	Prepare New Study. Must meet all current TIA requirements

(1) Changed access includes proposed new access or refinement of general access locations not specifically addressed in original proposed development.

E. Responsibility of TIA Preparation and Review:

1. A TIA shall be prepared in accordance with all of the guidelines in this section and submitted in accordance with the Development Review Schedule set by the Town. The responsibility for TIA preparation shall rest with the applicant and must be performed by a Professional Engineer (P.E.) licensed in the State of Texas with experience in traffic and transportation engineering. The final TIA report must be signed and sealed by the P.E. responsible for the analysis to be considered for review by the Town. Application and review fees are due at the time of each submittal. Town staff shall serve primarily in a review and advisory capacity and will only provide data to the applicant when available.
2. It shall be the responsibility of the applicant to submit four (4) draft TIA reports and executive summaries with the zoning and/or development request submission. The proper number of reports, the timing for submission, and the review of these reports shall be based on standard Town development review procedures. Incomplete TIAs or failure to submit a TIA with the submission shall delay consideration of zoning and development requests. Should it be determined during the review of any zoning and/or development plans that a TIA is required, consideration shall be deferred until the applicant submits a completed TIA and the Town has reviewed the assessment.
3. The Town shall review the TIA and provide comments to the applicant. It shall be the responsibility of the applicant to submit four (4) finalized TIA reports and executive summaries once all review comments have been addressed.

F. TIA Standards:

1. Design Level of Service – The minimum acceptable level of service (LOS) within the Town shall be defined as LOS “D” in the peak hour for all critical movements and links. All development impacts on both thoroughfare and intersection operations must be measured against this standard.
2. Trip Generation Resources – The Town’s standard for trip generation rates for various land use categories shall be those found in the latest edition of *Trip*

Generation published by the Institute of Transportation Engineers (ITE) or other published or recognized sources applicable to the region. Alternate trip generation rates may be accepted on a case-by-case basis if the applicant can provide current supporting data substantiating that their development significantly differs from the ITE rates. The Director of Engineering Services must approve alternative trip generation rates in writing in advance of the TIA submission.

3. Trip Reductions – Trip reductions for passer-by trips and mixed-use developments will be permitted, subject to analytical support provided by the applicant and approval by the Director of Engineering Services on a case-by-case basis. Assumptions relative to automobile occupancy, transit mode share, or percentage of daily traffic to occur in the peak hour must be documented and will be considered subject to analytical support provided by the applicant.
4. Study Horizon Years – The TIA must evaluate the impact of the proposed development on both existing traffic conditions and future traffic conditions for the horizon year(s) as specified in Table 4.18. however, applications for densities of 0.75 Floor Area Ratio (FAR) or greater within the Dallas North Tollway, US 380, or Preston Road corridors (throughout the Town Limits) shall require that the horizon year land use assumptions be updated to reflect full development based on all proposed zoning. These applications should also assume full development of the Master Thoroughfare Plan or pending amendments.

G. TIA Methodology:

1. Site Location/Study Area – A brief description of the size, general features, and location of the site, including a map of the site in relation to the study area and surrounding vicinity.
2. Existing Zoning – A description of the existing zoning for the site and adjacent property, including land area by zoning classification and density by FAR, square footage, number of hotel rooms, and dwelling units (as appropriate).
3. Existing Development – A description of any existing development on the site and adjacent to the site and how it would be affected by the development proposal.
4. Proposed Zoning/Site Development – A description of the proposed zoning/development for the site, including land area by zoning classification and density by FAR, square footage, number of hotel rooms, and dwelling units (as appropriate); identify other adjacent land uses that have similar peaking characteristics as the proposed land use; identify recently approved or pending land uses within the area.
5. Thoroughfare System – A description and map of existing planned or proposed thoroughfares and traffic signals for horizon years(s) within the study area.
6. Existing Traffic Volumes – Recent traffic counts for existing thoroughfares and major intersections within the study area.
7. Projected Traffic Volumes – Background traffic projections for the planned thoroughfare system within the study area for the horizon years.
8. Density of Development – A table displaying the amount of development assumed for existing zoning and/or the proposed development (using gross floor area, dwelling units, occupied beds, etc., as required by the trip generation methodology).

9. Existing Site Trip Generation – A table displaying trip generation rates and total trips generated by land use category for the AM and PM peak hours and on a daily basis, assuming full development and occupancy based on existing zoning (if applicable), and including all appropriate trip reductions (as approved by the Director of Engineering Services).
10. Proposed Site Trip Generation – A table displaying trip generation rates and total trips generated by land use category for the AM and PM peak hours and on a daily basis, assuming full development and occupancy for the proposed development, and including all appropriate trip reductions (as approved by the Director of Engineering Services).
11. Net Change in Trip Generation (for rezoning cases) – Proposed trip generation minus existing trip generation (if applicable); the net increase in trips to be added to base volumes for the design year.
12. Trip Distribution and Traffic Assignment – Tables and figures of trips generated by the proposed development (or net change in trips, if applicable) added to the existing and projected volumes, as appropriate, with distribution and assignment assumptions, unless computer modeling has been performed.
13. Level of Service Evaluations – Capacity analyses for weekday AM or PM peak hours of the roadway and peak hour of the site, if different from the roadway, for both existing conditions and horizon year projections for intersections, thoroughfare links, median openings and turn lanes associated with the site, as applicable.
14. Traffic Signal Evaluations – The need for new traffic signals based on warrants and their impact on the performance of the transportation system.
15. Evaluation of Proposed/Necessary Mitigation – Capacity analyses for weekday AM and PM peak hours of the roadway and peak hour of the site, if different from the roadway, for intersections, thoroughfare links, median openings and turn lanes associated with the site under proposed/necessary traffic mitigation measures.
16. Conclusions – Identification of all thoroughfares, driveways, intersections, and individual movements that exceed LOS D or degrade by one or more LOS, the percentage of roadway volume change produced by the proposed development, and any operational problems likely to occur.
17. Recommendations – Proposed impact mitigation measures consistent with Subsection I below.
18. Other information required for proper review – As requested by the Director of the Engineering Services.

H. TIA Report Format:

1. The TIA report must be prepared on 8.5” x 11” sheets of paper. However, it may contain figures on larger sheets, provided they are folded to this size. All text and map products shall be computer-based and provided in both published format and computer file format (PDF). In addition, all electronic files used as part of the traffic analysis (i.e., Synchro, HCS, Passer II/III, CORSIM, VISSIM, etc.) shall be provided.
2. The sections of the TIA report should be categorized according to the outline shown below:

Executive Summary

A. Introduction
   1. Purpose
   2. Methodology

B. Existing and Proposed Land Use
   1. Site Location/Study Area
   2. Existing Zoning
   3. Existing Development
   4. Proposed Zoning (if applicable)

C. Existing and Proposed Transportation System
   1. Thoroughfare System
   2. Existing Traffic Volumes
   3. Projected Traffic Volumes

D. Site Traffic Characteristics
   1. Existing Site Trip Generation (if applicable)
   2. Proposed Site Trip Generation
   3. Net Change in Trip Generation (if applicable)
   4. Trip Distribution and Traffic Assignment

E. Traffic Analysis
   1. Level of Service Evaluations
   2. Traffic Signal Evaluations

F. Mitigation

G. Conclusions

H. Recommendations

Appendices

I. Traffic Impact Mitigation:

1. Mitigation of traffic impacts shall be required if the proposed development would cause a facility or traffic movement to exceed LOS D, or where it already exceeds LOS D and the development would contribute five percent (5%) or more of the total traffic during any projected horizon year. If mitigation is required, the applicant must only mitigate the impact of the proposed development, and would not be responsible for alleviating any deficiencies in the thoroughfare system that may occur without the proposed development.

2. Acceptable mitigation measures shall include:

   a. Staging of development in order to relate site development to the construction of the required thoroughfare system;
   b. Staging of development so that the site contributes less than five percent (5%) of the total traffic to the affected facility or traffic movement during the projected horizon year;
   c. Off-site improvements, including the provision of right-of-way and/or the participation in funding for needed thoroughfare and intersection improvement projects (including, but not limited to, through lanes, turn lanes or traffic signals); and

d. On-site improvements, including access controls and site circulation adjustments.

3. Mitigation is not required if it can be shown that the traffic impacts of the project are fully mitigated ten (10) years after the final opening with any improvements that are already programmed to be implemented within five (5) years of the initial opening.

J. Administration of the TIA – Based on the results of the TIA and actions recommended by the Director of Engineering Services, the Planning & Zoning Commission and/or the Town Council, as appropriate, shall take one or more of the following actions:

1. Approve the zoning or development request, if the project has been determined to have no significant impact or where the impacts can be adequately mitigated;
2. Approve the development request, subject to a phasing plan;
3. Recommend study of the Town Thoroughfare Plan to determine amendments required to increase capacity;
4. Recommend amendment of the Capital Improvement Plan (CIP) to expedite construction of needed improvements; or
5. Deny the zoning or development request, where the impacts cannot be adequately mitigated.

K. Cost of TIA Review by Town – The cost for review of TIA submittals shall be based on the parameters set forth in the Town's Development Fee Schedule and paid in full at time of submission.

4.14. Post-Development Traffic Calming Guidelines

A. Introduction:

1. Traffic Calming, a concept that dates back to the 1960's and 70s, has been implemented more extensively throughout the United States during the 1990s. The primary purpose of traffic calming is to decrease speeds and reduce cut-through traffic volumes. The Institute of Transportation Engineers (ITE) defines traffic calming as follows:

> "Traffic Calming is the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for non-motorized street users."

2. Urban sprawl and traffic congestion continue to increase in the United States. As a result, speeds and cut-through volumes on local streets and collectors will continue to increase unless traffic calming measures are put in place or new local and collector thoroughfares are designed with traffic calming in mind.

3. The Roadway Design Standards and Subdivision Ordinances are intended to provide design and access requirements that are proactive in addressing traffic calming issues in residential areas. In instances where problems exist that can be addressed by traffic calming, a specific process will be used to identify the problem and potential solutions.

4. Traffic control devices such as STOP Signs and speed limit signs are regulatory measures that require enforcement. Traffic calming measures, however, are intended to be self-enforcing.

B. Traffic Calming Process - The traffic calming process contains steps that include the three E's commonly found in traffic calming programs. These E's are Education, Enforcement and Engineering. In many instances, applying the Education and Enforcement steps will solve the problem without implementing a costlier engineering solution. The traffic calming process will use the following steps:

1. Neighborhood must identify a problem and bring it to the Town's attention with a petition signed by seventy-five percent (75%) of the property owners along the street.

2. The Town will conduct a study, funded at the property owners' expense, to determine the extent of the reported problem.

3. The Town will examine the results of the study.

4. If the study indicates that a problem exists, the Town will identify if there are additional stakeholders in solving the problem. These additional stakeholders will typically include emergency services and the school district.

5. If a speeding problem exists, the Town will then:

   a. Identify possible causes.
   b. Work with the neighborhood to raise awareness to the problem (Education).
   c. Increase the enforcement level after the education process (Enforcement).
   d. Conduct another study to determine if Education and Enforcement have solved the problem.
   e. If a speeding problem still exists, the Town will then:
      i. Determine the best traffic calming measure to apply (Engineering).

ii. Determine whether the solution should be a temporary installation or permanent installation.
iii. Conduct an after study to see if the measure has had the desired effect.

6. If a cut-through problem exists, the Town will then:

a. Identify possible causes.
b. Examine the area roadway network to determine the best solution.
c. Work with surrounding neighborhoods to implement a solution. This step is necessary because traffic calming measures that address this problem may move the cut-through traffic to another neighborhood street.
d. Conduct an after study to determine if the solution was effective.

C. Role of Emergency Services and School District – The traffic calming process must involve Fire and Rescue, Police and the School District (bussing). It is recommended that these agencies play an advisory role. Some measures may delay emergency response time. It is imperative that each neighborhood realizes that this is a trade-off when implementing traffic calming measures. All traffic calming measures must be designed to accommodate emergency vehicles and school buses.

D. Traffic Calming Measures – Below is a list of traffic calming solutions for speed related problems and cut-through traffic problems. The solutions are listed in no particular order.

1. Potential Solutions for Speed Related Problems:
   a. Chokers – midblock
   b. Neckdowns – at intersection
   c. Neighborhood speed watch program
   d. Realigned intersections
   e. Medians
   f. Traffic circles/roundabouts
   g. Lateral shifts
   h. Textured pavements

Note: STOP signs are not intended for speed control. Studies have shown that installation of STOP signs to control speed actually increase the speeds measured at midblock locations between STOP signs.

2. Potential Solutions for Cut-Through Traffic Related Problems:
   a. Diverters
   b. Median Barrier
   c. Turn restrictions
   d. Street closures

4.15. Internal Site Circulation Requirements

Site Circulation within private development must meet all Town standards as set forth in the Town of Prosper Zoning Ordinance and Prosper's Fire Code as well as all applicable standards listed in previous sections of this manual. Site Circulation should also consider safe design for all drivers, pedestrians and other users.

A. Proper internal site circulation includes, but is not limited to, proper channelization and alignment of intersections, turning radii, fire truck access and maneuverability, sight distance, traffic control devices, traffic queue management, loading dock access,

delivery truck activity, loading zones, trash pickup location and procedures, parking lot circulation, crosswalk alignment, crosswalk location, ADA access routes, etc.

B. Fire Lanes, also known as Fire Apparatus Access Roads, must meet the requirements and provisions listed in the Town of Prosper Code of Ordinances: Fire Code. Basic requirements include:

1. All fire lanes must be a minimum of twenty-four feet (24') wide with all radii a minimum of thirty feet (30'), or thirty feet (30') wide with minimum radii of twenty feet (20') if intersecting with another thirty-foot (30') wide fire lane. If a thirty-foot (30') section intersects a twenty-four-foot (24') section, the radii must be a minimum of thirty feet (30'). A thirty-foot (30') wide fire lane can taper down to twenty-four (24') with a 10:1 transition (ten longitudinal feet to every one foot of width).
2. Fire lanes required for fire protection for structures over 30 feet in height shall require fire lane width to be increased to twenty-six feet (26') wide. Radii as previously described for twenty-four (24) foot wide fire lanes apply.
3. Dead-end fire lanes over 100 ft are prohibited without an approved turnaround.
4. Pavement and subgrade requirements can be found in the Town's Paving and Subgrade Design manual.
5. The curvature and/or alignment of a fire lane within a site shall not create difficult geometry for fire trucks to navigate, as determined by the Fire Department. Some specific requirements include
    a. When a fire lane contains a reverse curve (or S-curve) in its alignment, there must be a tangent at least twenty feet (20') long between the reverse curve and the next curve in the alignment or the next curb return of a fire lane intersection.
6. Fire Lane design should be designed in manner to discourage excessive speeds, "cut-thru" traffic or other hazardous conditions. If excessive speeds or other hazardous conditions have been determined, speeds cushions meeting Town standards may be approved by the Town of Prosper Fire Marshal.
    a. Speed Cushions shall not be used for initial design, as original design should be done in manner to discourage unsafe conditions.

C. Internal development parking and drive aisles must meet minimum requirements as depicted in the Town of Prosper's Zoning Ordinance. Basic requirements include:

1. Parking stalls shall be a minimum of 9 ft wide x 20 ft in length. Stalls may be shortened to 18 ft if a two-foot car overhang exclusive of landscape setbacks is provided.
2. Drive aisles with 90° head in parking must be a minimum of 24 ft wide.
3. Drive aisles with angled parking must meet minimum widths as depicted in Chapter 5, Section 2 Appendices in the Town's Zoning Ordinance.
4. Drive aisles designated as Fire Lanes shall meet all minimum Fire Lane Standards.

D. Drive-through Restaurants and Businesses

1. Drive-through restaurants and businesses shall be designed so that traffic queued up to use the business shall not block a fire lane, block required parking spaces,

interfere with traffic circulation for other businesses, block a driveway entrance to the shopping center, nor back up into a public street.

2. Drive-through restaurants and businesses shall be designed so that the drive-through lane never ends with its traffic traveling parallel to traffic traveling in the opposite direction.
3. Escape Lanes shall be designed as outlined in the Town's Zoning Ordinance Section 4.4.9.B of the Town's Zoning Ordinance for any use containing a drive-through facility.
4. Queuing - Staking spaces provide the ability for vehicles to queue on site prior to receiving a service. Stacking spaces shall be provided as required in Section 4.4.9.B of the Town's Zoning Ordinance.

E. Daycares and Schools – sufficient stacking shall be provided for child drop off and pick-ups so that queuing does not back up into fire lanes or public right-of-way, especially during peak hours. A site circulation study may be required.

F. Car Washes – sufficient stacking shall be provided so that queuing does not back up into fire lanes or public right-of-way, especially during peak hours. A site circulation study may be required.

G. Dumpster Geometry – dumpster widths, location, backing and maneuvering shall be in accordance with the current Town's waster provider. Guidelines and standards are available upon request.

H. Structured Parking Garages:

1. Parking garages containing five hundred (500) or more parking spaces shall have at least two driveway access points, each with a minimum of two lanes. If a parking garage is allowed to have only one driveway access point, that driveway shall have a minimum of one (1) inbound lane and two (2) outbound lane.
2. Parking garages shall have at least one pedestrian entrance which does not require pedestrians to walk in a driveway access point to enter the garage. This pedestrian entrance shall be served by a sidewalk connection that complies with the most current federal, state, and local ADA requirements. Additional pedestrian entrances may be required as deemed necessary by the Director of Engineering Services.
3. Where vehicles exit a parking garage, the fire lane shall be located at least fifteen feet (15') away from the exterior wall or column of the parking garage exit so adequate sight distance is provided for exiting vehicles.
4. The size of parking spaces within a parking garage is dictated by the Zoning Ordinance. If the parking spaces are eighteen feet (18') deep, no column or barrier cable is allowed to encroach into a parking space beyond an area measuring fourteen inches (14") by fourteen inches (14") in one front corner of that parking space. If the parking spaces are deeper than eighteen feet (18'), the encroachment area shall be no wider than fourteen inches (14") and no deeper than twenty-six inches (26") in one front corner of that parking space. If barrier cables are installed across the entire width of a parking space, the required parking space depth must be measured from the face of the barrier cable(s).

PUBLIC WORKS

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Frank E. Jaromin, P.E., Director of Public Works**

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

Re: **Town Council Meeting – July 14, 2020**

Agenda Item:

Consider and act upon awarding CSP No. 2020-60-B to Reynolds Asphalt & Construction Company, related to construction services for the Fishtrap Road at FM 1385 Roadway Improvements project; and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On June 18, 2020, at 2:00 PM, six (6) Competitive Sealed Proposals (CSP) were received for the Fishtrap Road at FM 1385 Roadway Improvements project. The project was advertised using the CSP Construction alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria:

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

The verified cost proposals ranged between $321,628.00 and $376,781.00, with lowest proposal being $24,492.00 below the Engineer's Estimate. This project proposal includes the removal of the current asphalt on Fishtrap Road, beginning west of Grey Wolf Drive and ending at FM 1385. The subgrade will be cement stabilized and compacted, and 6" of asphalt will be installed. A right turn lane at FM 1385 and Fishtrap will be added during construction. Pavement markers will also be included in this project. The project completion time was negotiated down from 50 days substantial completion and 60 days final completion to 30 days for substantial completion, with an additional 5 days to reach final completion. The total project completion timeframe is 35 days.

Reynolds Asphalt & Construction Company has not completed any projects in Prosper, but all references provided positive feedback.

Fishtrap Road, west of Grey Wolf Drive to FM 1385 will be closed during this time. Fire Department and PISD has been notified and approves of this closure.

Budget Impact:

The total amount of this project is $321,628.00 and will be funded from 750-6610-10-00-1507-ST.

Legal Obligations and Review:

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

Attached Documents:

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

Town Staff Recommendation:

Town staff recommends awarding CSP No. 2020-60-B to Reynolds Asphalt & Construction Company, related to construction services for the Fishtrap Road at FM 1385 Roadway Improvements project; and authorizing the Town Manager to execute a construction agreement for same.

Proposed Motion:

I move to award CSP No. 2020-60-B to Reynolds Asphalt & Construction Company, related to construction services for the Fishtrap Road at FM 1385 Roadway Improvements project; and authorize the Town Manager to execute a construction agreement for same.

CSP 2020-60-B

Fishtrap Road At FM 1385 Roadway Improvements



CSP NO. 2020-60-B
FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS

EVALUATION MATRIX		ADVANCED PAVING COMPANY		GROD CONSTRUCTION, LLC		PAVECON PUBLIC WORKS		QUALITY EXCAVATION, LTD.		RELIABLE PAVING, INC.		REYNOLDS ASPHALT & CONSTRUCTION COMPANY	
EVALUATION CRITERIA	**WEIGHTING**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**
Qualifications and Experience	**30%**	7.64	2.29	7.96	2.39	7.72	2.32	7.36	2.21	7.33	2.20	8.70	2.61
Proposed Project Timeline	**20%**	10.00	2.00	6.67	1.33	8.89	1.78	8.89	1.78	10.00	2.00	6.67	1.33
Cost Proposal	**50%**	8.55	4.27	8.63	4.31	9.08	4.54	9.14	4.57	8.54	4.27	10.00	5.00
TOTAL	**100%**		**8.57**		**8.03**		**8.63**		**8.56**		**8.47**		**8.94**

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR

FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS

CSP NO. 2020-60-B

TOWN OF PROSPER
COLLIN COUNTY, TEXAS

TOWN OFFICIALS

Ray Smith, Mayor
Curry Vogelsang, Jr., Mayor Pro-Tem
Jason Dixon, Deputy Mayor Pro-Tem
Marcus E. Ray, Place 1
Craig Andres, Place 2
Meigs Miller, Place 4
Jeff Hodges, Place 5

Harlan Jefferson, Town Manager



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LEGAL NOTICE

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2020-60-B FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 2:00 P.M. on Thursday, June 18, 2020. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on Thursday, June 18, 2020 @ 2:30 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting:	https://us02web.zoom.us/j/81295496683
Meeting ID:	812 9549 6683
Dial-in any of these numbers:	+1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Remove and replace existing asphalt paving, cement stabilize subgrade, and pavement markings.

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

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

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Public Works Department, 601 West Fifth Street, Prosper, Texas, 75078, Phone: (972) 347-9969 without charge. These documents may be acquired from that office for the non-refundable purchase price of $10.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: http://www.prospertx.gov/business/bid-opportunities/.

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

INSTRUCTIONS TO PROPOSERS

1. Submittal Deadline: Proposals will be accepted until 2:00 P.M. on Thursday, June 18, 2020.

2. Submittal Location: Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078.

3. Electronic Submittal Requirements: If submitting proposal through IonWave.net, Proposer shall complete all requested information and submit all required documents.

4. Hard Copy Submittal Requirements: If submitting proposal in hard copy, Proposer shall submit one (1) original of their proposal in a sealed envelope clearly marked with their name and CSP NO. 2020-60-B FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS. Proposer shall complete all requested information and submit all required documents.

5. Proposal Opening: The proposal opening will be held online. To participate in the proposal opening, please use the following:

   Join Zoom Meeting: https://us02web.zoom.us/j/81295496683
   Meeting ID: 812 9549 6683

   Dial-in any of these numbers: +1 929 436 2866
   +1 312 626 6799
   +1 669 900 6833
   +1 253 215 8782
   +1 301 715 8592
   +1 346 248 7799

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

   Town of Prosper Public Works Department
   601 West Fifth Street
   Prosper, TX 75078
   Phone: 972-347-9969

   or

   Download free of charge from Current Bidding Opportunities, at the following link:
   http://www.prospertx.gov/business/bid-opportunities/.

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

8. Addenda: If it becomes necessary to provide additional information to potential Proposers, the Town of Prosper will issue an addendum containing the necessary information.

9. Pre-Proposal Meeting: A pre-proposal meeting will not be held for this project.

10. Site Visit: N/A

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between Reynolds Asphalt & Construction Company, a Texas Corporation, (the "Contractor") and the Town of Prosper, Texas, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

CSP NO. 2020-60-B
FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS

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

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

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

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

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

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed Three Hundred Twenty-One Thousand Six Hundred Twenty-Eight Dollars and No Cents ($321,628.00). This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within 30 calendar days after the date of the Notice to Proceed for the base proposal. Within 5 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

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

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

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

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

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

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

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

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

E. Insurance Requirements

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

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

re: CSP No. 2020-60-B FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

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

1) Premises / Operations

2) Broad Form Contractual Liability

3) Products and Completed Operations

4) Personal Injury

5) Broad Form Property Damage

6) Explosion Collapse and Underground (XCU) Coverage.

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

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

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

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

3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

a. General Liability and Automobile Liability Coverage

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

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

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

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

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

F. Performance, Payment and Maintenance Bonds

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

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

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

G. Progress Payments and Retainage

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

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

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

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

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

4. any other documents required under the Contract Documents.

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

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

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

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

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

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

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

H. Withholding Payments to Contractor

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

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

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

I. Acceptance of the Work

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

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

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

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

J. Acceptance of Erosion Control Measures

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

K. Final Payment

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

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

2. correct prior progress payments; and

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

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

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

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

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

L. Contractor's Warranty

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

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

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

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

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

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

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

M. Compliance with Laws

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

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

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

N. "Anti-Israel Boycott" Provision

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

O. Other Items

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

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

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

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

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

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

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

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

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

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

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

[*Signatures continued on following page.*]

REYNOLDS ASPHALT & CONSTRUCTION CO.	TOWN OF PROSPER, TEXAS
By: _____	By: HARLAN JEFFERSON
Title: _____	Title: Town Manager
Date: _____	Date: _____
Address: 8713 Airport Freeway Suite 100 North Richland Hills, Texas 76180	Address: 250 W. First St. P.O. Box 307 Prosper, Texas 75078
Phone: (817) 267-3131 Email: ntankersley@reynoldsasphalt.com	Phone: (972) 346-2640 Email: harlan_jefferson@prospertx.gov

ATTEST:

_____
MELISSA LEE
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the 14th day of July, A.D. 2020, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

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FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2020.

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

[*Signatures continued on following page.*]

ATTEST:	SURETY:
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Address	_____ Address
_____ City State Zip	_____ City State Zip
_____ Phone Fax	_____ Phone Fax

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

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

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

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the 14th day of July A.D. 2020, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2020-60-B
FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2020.

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

[*Signatures continued on following page.*]

ATTEST:	SURETY:
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Address	_____ Address
_____ City State Zip	_____ City State Zip
_____ Phone Fax	_____ Phone Fax

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

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

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

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the 14th day of July, 2020, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2020-60-B
FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the _____ day of _____, 2020.

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

[*Signatures continued on following page.*]

ATTEST:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SURETY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SPECIAL CONDITIONS

SC.01 PURPOSE: The Special Conditions contained herein set forth conditions or requirements particular to this Contract: CSP NO. 2020-60-B FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS

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

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

- ENGINEER: The Engineer of Record as shown on the Construction Drawings: Frank E. Jaromin, P.E.

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

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

SC.04 INTRODUCTION: The Town of Prosper ("Town") is accepting competitive sealed proposals (CSP) for furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS.

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

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

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

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

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

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

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

SC.06 SUBMITTALS: In order for your proposal to be considered responsive, the following information must be submitted:

A. Qualifications and Experience

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

B. Pricing

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

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

C. Bid Proposal Conditions (Bid Attributes)

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

D. Supplier Information

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

SC.07 EVALUATION CRITERIA: A review committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of respondents to provide in their submission any information requested in this CSP may result in disqualification of the submission. The objective of the review committee will be to

select the Proposal that provides the best value to the Town. The decision made by the Town of Prosper will be final. The agreement will be awarded based on the following evaluation criteria:

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

SC.08 INTERVIEWS AND PRESENTATIONS: In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the Town after the closing date. Selection may be made strictly from the information provided in the Proposal. However, the Town reserves the right to conduct interviews with and request presentations from any respondents.

SC.09 SELECTION AND AWARD: If the Town is unable to reach an agreement with the first-ranked Contractor, the Town shall terminate further discussions with the first-ranked Contractor, and commence negotiations with the next-ranked Contractor, in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Contractor is expressly conditioned upon (1) the Contractor's execution and delivery of the Contract, and delivery of all required bonds and evidence of insurance, within ten (10) calendar days after the Contractor is notified of the acceptance of its Proposal, and (ii) the Contractor's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Contractor fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Town may, at its option and discretion, without releasing, impairing or affecting its right to receive the Proposal security as damages for such failure, rescind the award, commence negotiations with the next ranked Contractor, or may reject all Proposals.

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

SC.10 SUBMISSION OR DELIVERY OF PROPOSAL: Proposals for the construction services specified will be received online, or in hard copy. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery.

A. Online Submission

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

B. Mailed/Delivered Submission

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

Delivery Address:
Town of Prosper
Attn: Purchasing Manager
250 W. First St.
3rd Floor Finance Suite
Prosper, Texas 75078

Mailing Address (US Postal Service Only):
Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078

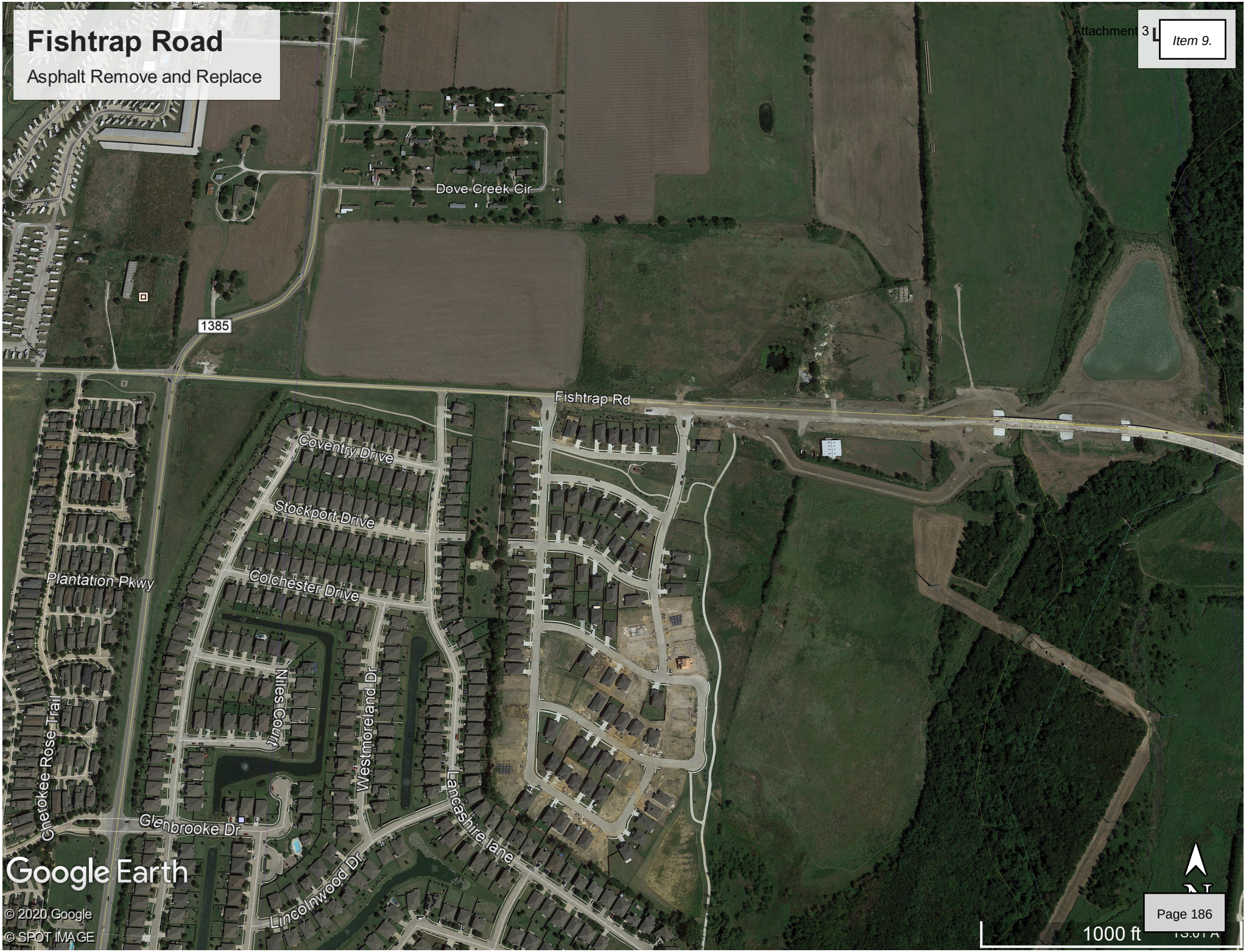
TECHNICAL SPECIFICATIONS

TS.01: GENERAL: The following documents are included:

A: Location Map
B: Hot Mix Asphalt Concrete
C. Storm Water Pollution Prevention Plan (SW3P)
D. Special Instructions
E. Typical Sections

Fishtrap Road

Asphalt Remove and Replace



HOT MIX ASPHALTIC CONCRETE

1.00 GENERAL

1.01 WORK INCLUDED

Furnish labor, materials, equipment and incidentals necessary to perform operations in connection with the construction of hot mix asphaltic concrete (HMAC) base course, leveling-up course and surface course or any other combination of these courses. Construct the pavement on the previously completed and approved subgrade, base,or existing pavement.

1.02 QUALITY ASSURANCE

A. DESIGN CRITERIA

Use the services of an independent testing laboratory to prepare a mix design to comply with Texas Department of Transportation, Standard Specification Item 340 or may use a previously prepared mix design meeting the specification requirements with satisfactory substantiation of experience with the mix.

1.03 SUBMITTALS

Submittals shall be in accordance with Section 01300, SUBMITTALS and shall include:

A. A mix design

B. **[List as necessary]**

1.04 STANDARDS

Hot mix asphaltic concrete (HMAC) pavement shall conform to the requirements of the current Texas Department of Transportation (TXDOT), Standard Specification for "Hot Mix Asphaltic Concrete Pavement", Item 340.

Asphaltic material shall comply with Texas Department of Transportation (TXDOT) Standard Specification Item 300.

1.05 DELIVERY AND STORAGE

Haul the asphaltic mixture to the job site in tight vehicles previously cleaned of foreign materials. Arrange the dispatching of vehicles so that all material delivered shall be placed and all rolling shall be completed during daylight hours. In cool weather, or for long hauls, canvas covers may be required. The inside of the truck body may be given a light coating of oil, if necessary, to prevent the asphaltic mixture from adhering to the body.

1.06 JOB CONDITIONS

A. Do not apply prime coat when the air temperature is below 50 degrees Fahrenheit and falling, but may be applied when the air temperature is above 40 degrees Fahrenheit and rising, the air temperature being taken in the shade and away from artificial heat. Do not place asphaltic material when general weather conditions, in the opinion of the Owner's Representative are not suitable.

B. The asphaltic mixture shall be at a temperature between 225 and 350 degrees Fahrenheit when dumped from the mixer. The Owner's Representative shall determine the temperature, within the above limitations. The mixture when dumped from the mixer shall not vary from the selected temperature more than 30 degrees Fahrenheit.

1.07 OPTIONS [NOT USED]

1.08 GUARANTEES [NOT USED]

2.00 PRODUCTS

2.01 MATERIALS

A. AGGREGATE: Conform to TXDOT Standard Specification Item 340. The Type "B" mixtures and at least three bins when producing Type "D" mixture. These bins shall contain the following sizes of aggregate, in percentages by weight or by volume, as applicable. Gradation for base course or leveling-up course shall comply with Type B listed as follows:

Type "B" (Fine Graded Base Course):

Sieve Size	% passing by weight or volume
1”	100
7/8”	95-100
5/8”	75-95
3/8”	60-80
No.4	40-60
No. 10	27-40
No. 40	10-25
No. 80	3-13
No. 200	1-6
VMA % minimum	11

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight unless specified otherwise on the plans.
Gradation for surface course shall comply with Type D listed as follows:

Type "D" (Fine-Graded Surface Course):

Sieve Size	% passing by weight or volume
1/2”	100
3/8”	85-100
No. 4	50-70
No.10	32-42
No. 40	11-26
No. 80	4-14
No. 200	1-6
VMA % Minimum	14

The asphaltic material shall form 4 to 8 percent of the mixture by weight.

B. ASPHALTIC MATERIALS: Comply with TXDOT Standard Specification Item 300. In general, the grade of asphalt shall be AC-20. Other grades of asphalt shall be considered if weather conditions or mix design appear to warrant a change. Prime coat shall comply with TXDOT Standard Specification Item 300, Grade MC-30. Tack coat shall meet the requirements of cutback asphalt RC-2 and ASTM D-2027.

2.02 MIXES [NOT USED]

2.03 FABRICATIONS [NOT USED]

2.04 MANUFACTURED PRODUCTS [NOT USED]

2.05 EQUIPMENT

The equipment necessary for the construction of the hot mix asphaltic concrete pavement shall be on the project site and shall be approved by the Owner's Representative as to condition before the Contractor shall be permitted to begin construction operations on which the equipment is to be used. Equipment shall be maintained in good repair and operating condition.

A. SPREADING AND FINISHING MACHINES

The spreading and finishing machine shall be of a type approved by the Owner's Representative and capable of producing a surface that shall meet the requirements of the typical cross section and surface test.

B. ROLLERS

1. PNEUMATIC TIRE ROLLER
   The roller shall consist of not less than seven (7) pneumatic tire wheels, running on axles in such a manner that the rear group of tires shall cover the entire gap between adjacent tires of forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such a manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both forward and a reverse direction with suitable provisions for moistening the surface of the tires while operating; and shall be approved by the Owner's Representative.
2. TWO AXLE TANDEM ROLLER
   The roller shall be an acceptable power-driven, steel-wheel tandem roller weighing not less than eight (8) tons. The roller must operate in forward and reverse directions; contain provisions for moistening the surface of the wheels while in motion; and shall be approved by the Owner's Representative.
3. THREE WHEEL ROLLER
   The roller shall be an acceptable power-driven, all steel three (3) wheel roller weighing not less than ten (10) tons. The roller must operate in forward and reverse directions; contain provisions for moistening the surface of the wheels while in motion; and shall be approved by the Owner's Representative.
4. VIBRATORY STEEL WHEEL ROLLER
   If approved for use by the Owner's Representative, this roller shall have a minimum weight of six (6) tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. The roller shall be operated in accordance with the Manufacturer's recommendations.

C. STRAIGHTEDGES

The Contractor shall provide acceptable straightedges for the surface testing. Satisfactory templates shall be provided as required by the Owner's Representative.

3.00 EXECUTION

3.01 PREPARATION

A. PRIME COAT

Apply a uniform coat of prime coat asphaltic material to the surface of the prepared subgrade, sub-base, or base, applied at a rate of not less than 0.30 gallon per square yard of surface.

Apply a thin uniform coat of the prime coat material to contact surfaces of gutters, manholes, and other structures.

B. TACK COAT

Thoroughly clean the surface of the asphalt base course and apply a uniform coat of tack material meeting the requirements for cutback asphalt RC-250.Apply a tack coat when the surface to be paved is portland cement concrete, brick, or asphaltic pavement. Apply the tack coat using sprayer at a rate not exceeding 0..05 gallon per square yard surface. Paint contact surfaces of curbs, gutters, vertical faces, and other structures in actual contact with asphaltic mixes with asphaltic material to provide a closely bonded, water-tight joint.

C. COMPACTED THICKNESS OF ASPHALTIC CONCRETE SURFACE COURSES AND BASE COURSES

1. SURFACE COURSE
   The compacted thickness or depth of the asphaltic concrete surface shall be as indicated on the plans. Where the plans indicate a depth or thickness of the surface course greater than 2" compacted depth, same shall be placed in multiple courses of equal depth, each which shall not exceed 2" compacted depth. A tack coat is required between any of the multiple courses, and applied at the rate specified.
2. BASE COURSE
   The compacted thickness or depth of each base shall be as indicated. Where the plans indicate a depth or thickness of the course greater than 4", same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. An additional tack coat is required between any of the multiple lifts, and applied at a rate specified.

3.02 PLACEMENT

A. Place the asphaltic mixture on an approved base course with the previously specified spreading and finishing machine in such a manner that, when properly compacted, the finished course shall comply with the maximum thickness requirements, shall be smooth, of uniform density and meet the requirements of the typical cross sections and the surface test. During the placing and spreading of the asphaltic material, take care to prevent the spilling of the material onto adjacent pavement, gutters, or structures.

B. In small areas, which are inaccessible to the spreading and finishing machine, hand spreading may be authorized by the Owner’s Representative, provided an acceptable surface can be obtained.

3.03 COMPACTION

A. Rolling with the 3-wheel and tandem rollers shall start longitudinally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels. Alternate trips of the roller shall be slightly different in length. Rolling with the pneumatic tire roller shall be done as directed by the Owner’s Representative. Rolling shall continue until no further compression can be obtained and all roller marks are eliminated. The motion of the rollers shall be slow enough at all times to avoid displacement of the asphaltic surface material. If displacement should occur, correct the situation at once by the use of rakes and fresh asphaltic mixtures. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool. To prevent adhesion of the surface to the roller, the wheels shall be kept thoroughly moistened with water, but an excess of water shall not be permitted. Rollers must be in good mechanical condition. Take the necessary precautions to prevent the dripping of gasoline, oil, grease, or other foreign matter on the surface course while the rollers are in motion or when standing. In areas where surface course cannot be compacted with the roller, hand tamps, lightly oiled, shall be used to secure the required compaction.

B. With approval by the Owner's Representative, the vibratory steel wheel roller may be substituted for the 3-wheel roller and tandem roller. Each course, after final compaction, shall contain from 5 to 9 percent air voids determined by TXDOT Test Method TEX207-F.

3.04 FIELD QUALITY CONTROL

A. SURFACE TESTS

The finished surface of the pavement after compression shall be smooth and true to the established line, grade, and cross section. When tested with a 16' straightedge placed parallel to the centerline of the roadway, the finished surface shall have no deviation in excess of 1/16" per foot from the nearest point of contact. The maximum ordinate measured from the face of the straightedge shall not exceed 1/4" at any point. Any point in the pavement surface not meeting these requirements shall be immediately corrected.

B. PAVEMENT THICKNESS TEST

Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the Owner or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the Owner's Representative. The cost for the initial pavement thickness test shall be at the expense of the Owner. In the event a deficiency in the thickness of the pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the Contractor's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

3.05 CLEAN AND ADJUST [NOT USED]

3.06 SCHEDULES [NOT USED]

END OF SECTION

SECTION SW3P
STORM WATER POLLUTION PREVENTION PLAN

1. The Contractor will be required to provide a separate Storm Water Pollution Prevention Plan. The Erosion Control Plans included in the construction plans will not be considered a Storm Water Pollution Prevention Plan.

2. The Contractor will be required to submit a Storm Water Pollution Prevention Plan (SW3P) to the Town of Prosper for this project before the Notice to Proceed will be granted. The SW3P shall comply with the regulations established by the Texas Commission on Environmental Quality (TCEQ).

3. The Contractor will be required to submit all appropriate forms, including the NOI and NOT, as well as being responsible for producing and submitting all inspection reports throughout the duration of the project to the TCEQ and the Town of Prosper. The Contractor will be responsible for submitting the NOI and NOT on behalf of the Town of Prosper, including all fees associated with these forms. The Contractor shall submit two (2) copies of all NOIs and proof of payment of NOIs to the Town of Prosper before the Notice to Proceed will be granted.

Payment:

Payment for this work shall be considered subsidiary to the pay items.

SPECIAL INSTRUCTIONS GENERAL

1.01 WORK INCLUDED

Furnish labor, materials, equipment, testing and incidentals necessary to perform operations in connection with the removing existing asphalt paving, compacting existing gravel base and installing 4” of Type B asphalt and 2” of Type D asphalt. Roadway will be closed to traffic during construction.

ANTICPATED PROCEEDURE

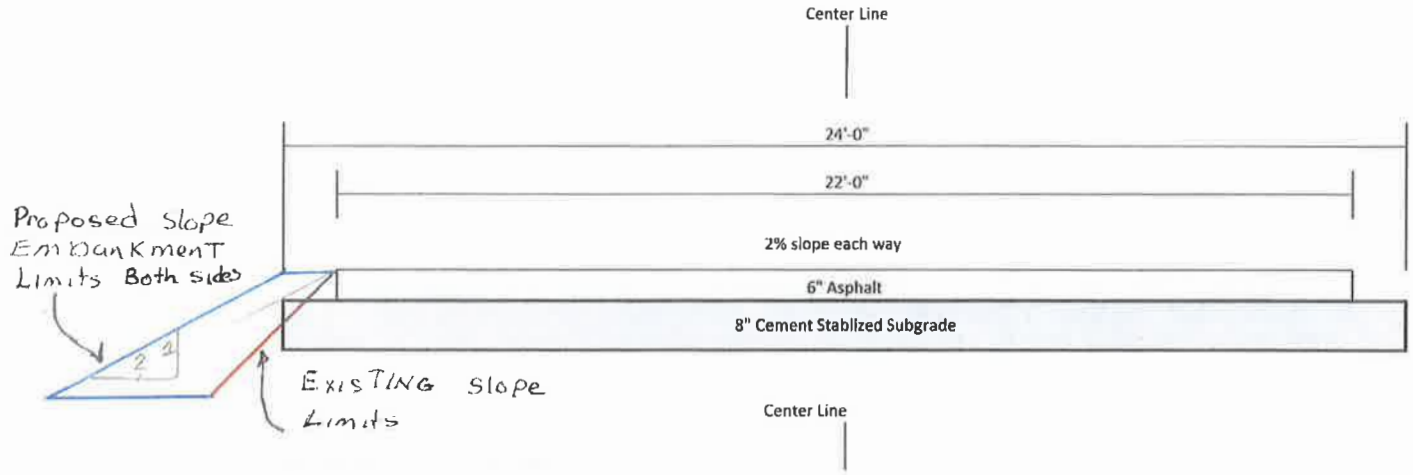
A. Grind, existing road base as necessary. The Town on Prosper will mark limits in the field.
B. Compact existing road base.
C. Miscellaneous Asphalt is at the discussion of the Town Inspector to extend 6 inches of asphalt.
D. Grade and compact roadway to near existing profile and configuration less thickness of pavement. Paving may require additional excavation or fill for proper transition to existing driveways and street connections.
E. Install 2” Type D asphalt and 4” Type B asphalt in 2 layers.
F. Pull shoulders with top soil (no rocks).
G. Prior to the start of construction, the Contactor shall submit a traffic control plan for approval by the Town.
H. All Asphalt work shall conform to TxDOT Standards.
I. Cores to be at required every 300 foot.
J. Quantities are for bidding only, in place quantities govern.
K. Erosion Control shall be meet the Towns requirements.
L. Roadway Embankment is to provide two feet of embankment past the asphalt. 500 cubic yards should be expected.
M. For message boards are for the duration of the project each.

The contractor shall install and maintain all required signage and shall comply with Texas Department of Transportation (TXDOT) Standards. The Contractor shall supply the Town with a Traffic Control plan prior to work

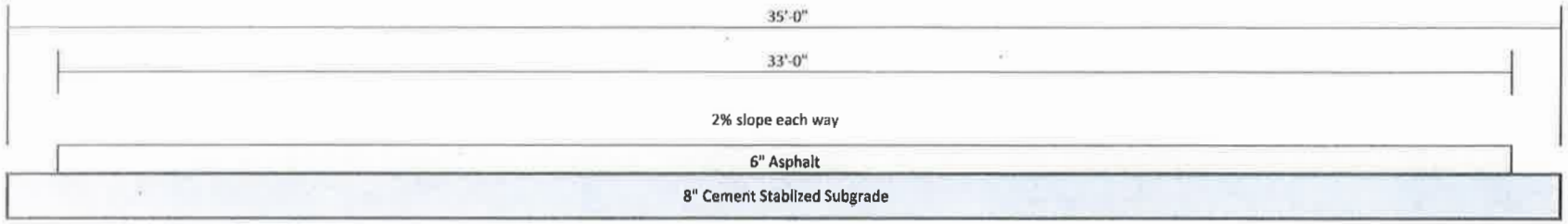
END OF SECTION

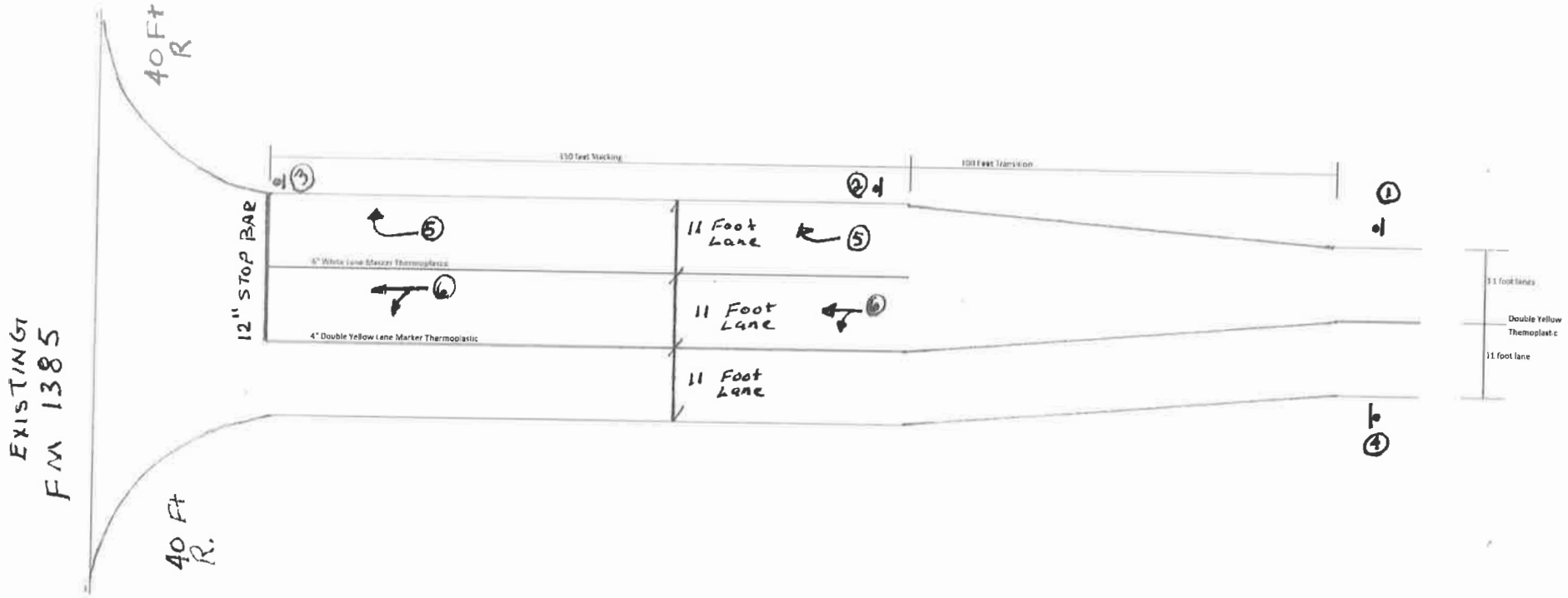
STATE OF TEXAS
FRANK E. JAROMIN
80919
REGISTERED
PROFESSIONAL ENGINEER
5-10-20

Typical Road Section



Section with Right Turn Lane







1	30" x 30"	R3-MR	Right Turn,thur and left turn sign
2	30" x 30"	R3-MR	Right Turn,thur and left turn sign
3	30"	R1-1	Stop
4	36" x-36"	W6-3	Two Way Traffic
5		Thermoplastic single Arrow	Righ Turn Arrow
6		Thermoplastic Double Arrow	Left Turn and straight Arrow

2020-60-B Addendum 1
Reynolds Asphalt & Construction Company
Supplier Response

Event Information

Number: 2020-60-B Addendum 1
Title: Fishtrap Road at FM 1385 Roadway Improvements
Type: Competitive Sealed Proposals
Issue Date: 6/2/2020
Deadline: 6/18/2020 02:00 PM (CT)
Notes: The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2020-60-B FISHTRAP ROAD
AT FM 1385 ROADWAY IMPROVEMENTS. Proposals will be accepted online through IonWave.net, the
Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite
of Town Hall, 250 W. First St., Prosper, Texas 75078 until 2:00 P.M. on Thursday, June 18, 2020. Any
proposals received after this time will not be accepted, and will be returned unopened. The proposal
opening will be held online on Thursday, June 18, 2020 @ 2:30 P.M. To participate in the proposal
opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/81295496683
Meeting ID: 812 9549 6683
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,
+1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Remove and replace existing asphalt paving, cement stabilize subgrade, and pavement markings.

Each proposal submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.
The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Public Works Department, 601 West Fifth Street, Prosper, Texas, 75078, Phone: (972) 347-9969 without charge. These documents may be acquired from that office for the non-refundable purchase price of $10.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: http://www.prospertx.gov/business/bid-opportunities/.

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

If you are downloading plans, please complete and submit the Planholder Registration Form to be placed on the official Planholder List.

Contact Information

Contact: January Cook Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcook@prospertx.gov

Reynolds Asphalt & Construction Company Information

Contact: Ned Tankersley
Address: 8713 Airport Freeway
Suite 100
North Richland Hills, TX 76180
Phone: (817) 267-3131
Fax: (817) 267-7022
Toll Free: (817) 822-4457
Email: ntankersley@reynoldsasphalt.com

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

Ned Tankersley
Signature

ntankersley@reynoldsasphalt.com
Email

Submitted at 6/18/2020 9:40:42 AM

Requested Attachments

Attachment A1 — CIP Completed Projects and References Worksheet 5-7-20 - Fillable.pdf

Contractor and Subcontractor Experience with Similar Projects

Attachment A2 — Resumes.pdf

Resumes for Key Personnel Assigned to Project (Executive and Management Team, as well as On-Site Project Manager)

Attachment A3 — CIP Completed Projects and References Worksheet 5-7-20 - Fillable.pdf

Completed Projects and References Worksheet

Attachment A4 — Schedule.pdf

Copy of Actual Project Schedule Used

Bid Bond — Bid Bond.pdf

Conflict of Interest Form — Form CIQ.pdf

Only required if applicable

Out of State Contractor Compliance Form — *No response*

Only required if applicable

Bid Attributes

1	**Bid Proposal Condition No. 1** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. I Agree

2 Bid Proposal Condition No. 2

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

I Agree

3 Bid Proposal Condition No. 3

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

I Agree

4 Bid Proposal Condition No. 4

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

I Agree

5 Bid Proposal Condition No. 5

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

I Agree

6 Bid Proposal Condition No. 6

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

I Agree

7 Bid Proposal Condition No. 7

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

I Agree

8 Bid Proposal Condition No. 8

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

I Agree

9 **Bid Proposal Condition No. 9**

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

I Agree

10 **Bid Proposal Condition No. 10**

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

I Agree

11 **Bid Proposal Condition No. 11**

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

I Agree

12 **Bid Proposal Condition No. 12**

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

I Agree

13 **Bid Proposal Condition No. 13**

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

I Agree

14 **Bid Proposal Condition No. 14**

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

I Agree

15 **Bid Proposal Condition No. 15**

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

I Agree

16 **Bid Proposal Condition No. 16**

The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

I Agree

17 **Base Bid**

Cost of Materials

$145000.00

18 **Base Bid**

Cost of Labor, Profit, etc.

$176628.00

19 **Addendum No. 1**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

Acknowledged

20 **Addendum No. 2**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

21 **Addendum No. 3**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

22 **Addendum No. 4**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

23 **Addendum No. 5**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

24 **Subcontractor 1 - Name**

Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.

CrossRoads, L.P.

25 **Subcontractor 1 - Type of Work**

Traffic Control and Message Boards

26 **Subcontractor 1 - % of Work**

4%

27 **Subcontractor 2 - Name**

Metroplex Pavement Markings

28 **Subcontractor 2 - Type of Work**

Pavement Markings and Signs

29 **Subcontractor 2 - % of Work**

4%

30 **Subcontractor 3 - Name**

ProTex Enviromental

31 **Subcontractor 3 - Type of Work**

Erosion Control

32 **Subcontractor 3 - % of Work**

2%

33 **Subcontractor 4 - Name**

No response

34 **Subcontractor 4 - Type of Work**

No response

35 **Subcontractor 4 - % of Work**

No response

36 **Subcontractor 5 - Name**

No response

37 **Subcontractor 5 - Type of Work**

No response

38 **Subcontractor 5 - % of Work**

No response

39 **Supplier 1 - Name**

Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required.

Martin Marietta

40 **Supplier 1 - Type of Material/Equipment**

Cement

41 **Supplier 2 - Name**

No response

42 **Supplier 2 - Type of Material/Equipment**

No response

43 **Supplier 3 - Name**

No response

44 **Supplier 3 - Type of Material/Equipment**

No response

45 **Supplier 4 - Name**

No response

46 **Supplier 4 - Type of Material/Equipment**

No response

47 **Supplier 5 - Name**

No response

48 **Supplier 5 - Type of Material/Equipment**

No response

49 **Project Timeline: Substantial Completion**

Provide number of calendar days to reach substantial completion of all construction

50

50 **Project Timeline: Final Completion**

Provide number of calendar days to reach final completion of all construction

60

Bid Lines

1	Type B Asphalt 4-inch	Quantity: 5900	UOM: SY	Unit Price:	$14.25	Total:	$84,075.00
2	Type D Asphalt 2-inch	Quantity: 5900	UOM: SY	Unit Price:	$8.20	Total:	$48,380.00
3	Traffic Control	Quantity: 1	UOM: LS	Unit Price:	$15,000.00	Total:	$15,000.00
4	Erosion Control	Quantity: 1	UOM: LS	Unit Price:	$9,000.00	Total:	$9,000.00
5	Thermoplastic White 12-inch Stop Bars	Quantity: 22	UOM: LF	Unit Price:	$5.00	Total:	$110.00

6	8-inch Thermoplastic white turn lane	Quantity: 150	UOM: LF	Unit Price:	$3.00	Total: $450.00
7	4-inch Thermoplastic Yellow Lines (Double Solid)	Quantity: 4400	UOM: LF	Unit Price:	$3.00	Total: $13,200.00
8	White Thermoplastic Arrow (Single)	Quantity: 2	UOM: EA	Unit Price:	$150.00	Total: $300.00
9	White Thermoplastic Arrow (Double)	Quantity: 2	UOM: EA	Unit Price:	$200.00	Total: $400.00
10	Mix and Compact Cement 8-inch	Quantity: 6610	UOM: SY	Unit Price:	$5.80	Total: $38,338.00
11	Cement Slurry (70 lbs/sy)	Quantity: 227	UOM: TN	Unit Price:	$150.00	Total: $34,050.00
12	Remove existing asphalt	Quantity: 5650	UOM: SY	Unit Price:	$3.50	Total: $19,775.00
13	Roadway Embankment	Quantity: 1	UOM: LS	Unit Price:	$40,000.00	Total: $40,000.00
14	Message Boards	Quantity: 4	UOM: EA	Unit Price:	$3,500.00	Total: $14,000.00
15	Signs	Quantity: 4	UOM: EA	Unit Price:	$700.00	Total: $2,800.00
16	Miscellaneous Asphalt 6-inch	Quantity: 50	UOM: SY	Unit Price:	$35.00	Total: $1,750.00

Response Total: $321,628.00

January Cook

From: Ned Tankersley <NTankersley@reynoldsasphalt.com>
Sent: Wednesday, July 1, 2020 2:19 PM
To: January Cook
Subject: RE: CSP No. 2020-60-B: Adjusted Completion Date

January,

Reynolds Asphalt agrees to comply with the completion dates below.

Thank you,
Ned

From: January Cook [mailto:jcook@prospertx.gov]
Sent: Wednesday, July 1, 2020 11:24 AM
To: Ned Tankersley <NTankersley@reynoldsasphalt.com>
Subject: CSP No. 2020-60-B: Adjusted Completion Date

Hello Ned,

Thank you for taking the time to speak with us in regards to the above mentioned project. Will you please reply to this email with confirmation that Reynolds Asphalt & Construction Company has agreed to the following:

- Substantial Completion 30 days
- Final Completion 5 days
- Total project 35 days

Thank You

January M. Cook, CPPO, CPPB | Purchasing Manager | P.O. Box 307, Prosper, TX 75078 | (972) 569-1018 | january_cook@prospertx.gov

BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Reynolds Asphalt & Construction Company, whose address is P.O. Box 370, Euless, TX 76039, hereinafter called Principal, and Colonial American Casualty and Surety Company, a corporation organized and existing under the laws of the State of Illinois, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of $ Five Percent of Bid as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

CSP NO. 2020-60-B
FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breech of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

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

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

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

IN WITNESS WHEREOF, this instrument is executed and shall be deemed an original, this, the 18th day of June, 2020.

ATTEST:

By: Laura Mayo
Signature
Laura Mayo
Typed/Printed Name
Contract Admin.
Title
P.O. Box 370
Address
Euless TX 76039
City State Zip
817-267-3131 817-267-1878
Phone Fax

PRINCIPAL:

Reynolds Asphalt & Construction Company
Company Name
By: Ned Tankersley
Signature
Ned Tankersley
Typed/Printed Name
Vice President
Title
P.O. Box 370
Address
Euless TX 76039
City State Zip
817-267-3131 817-267-1878
Phone Fax

ATTEST:

By: Elizabeth Gray
Signature
Elizabeth Gray
Printed Name
Surety CSR
Title
P.O. Box 8720
Address
Fort Worth TX 76124
City State Zip
817-457-6700 817-457-7246
Phone Fax

SURETY: Colonial American Casualty and Surety Company

By: Kyle W. Sweeney
Signature
Kyle W. Sweeney
Printed Name
Attorney-in-Fact
Title
15303 Dallas Pkwy, Suite 800
Address
Addison TX 75001
City State Zip
972-774-2238
Phone Fax

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

NAME: Tracey Haley
STREET ADDRESS: 1502 Shannon Place
CITY, STATE, ZIP: Carrollton, TX 75006

NOTE: If Resident Agent is not a corporation, give a person's name.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and **appoint Charles D. SWEENEY, Elizabeth GRAY, Kyle W. SWEENEY and Michael A. SWEENEY, all of Ft. Worth, Texas,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 27th day of November, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 27th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of June, 2020.



Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

2020-60-B Addendum 1
Reynolds Asphalt & Construction Company
Supplier Response

Event Information

Number: 2020-60-B Addendum 1
Title: Fishtrap Road at FM 1385 Roadway Improvements
Type: Competitive Sealed Proposals
Issue Date: 6/2/2020
Deadline: 6/18/2020 02:00 PM (CT)
Notes: The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2020-60-B FISHTRAP ROAD
AT FM 1385 ROADWAY IMPROVEMENTS. Proposals will be accepted online through IonWave.net, the
Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite
of Town Hall, 250 W. First St., Prosper, Texas 75078 until 2:00 P.M. on Thursday, June 18, 2020. Any
proposals received after this time will not be accepted, and will be returned unopened. The proposal
opening will be held online on Thursday, June 18, 2020 @ 2:30 P.M. To participate in the proposal
opening, please use the following:

Join Zoom Meeting: https://us02web.zoom.us/j/81295496683
Meeting ID: 812 9549 6683
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833,
+1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Remove and replace existing asphalt paving, cement stabilize subgrade, and pavement markings.

Each proposal submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.
The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Public Works Department, 601 West Fifth Street, Prosper, Texas, 75078, Phone: (972) 347-9969 without charge. These documents may be acquired from that office for the non-refundable purchase price of $10.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: http://www.prospertx.gov/business/bid-opportunities/.

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

If you are downloading plans, please complete and submit the Planholder Registration Form to be placed on the official Planholder List.

Contact Information

Contact: January Cook Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcook@prospertx.gov

Reynolds Asphalt & Construction Company Information

Contact: Ned Tankersley
Address: 8713 Airport Freeway
Suite 100
North Richland Hills, TX 76180
Phone: (817) 267-3131
Fax: (817) 267-7022
Toll Free: (817) 822-4457
Email: ntankersley@reynoldsasphalt.com

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

Ned Tankersley
Signature

ntankersley@reynoldsasphalt.com
Email

Submitted at 6/18/2020 9:40:42 AM

Requested Attachments

Attachment A1 CIP Completed Projects and References Worksheet 5-7-20 - Fillable.pdf

Contractor and Subcontractor Experience with Similar Projects

Attachment A2 Resumes.pdf

Resumes for Key Personnel Assigned to Project (Executive and Management Team, as well as On-Site Project Manager)

Attachment A3 CIP Completed Projects and References Worksheet 5-7-20 - Fillable.pdf

Completed Projects and References Worksheet

Attachment A4 Schedule.pdf

Copy of Actual Project Schedule Used

Bid Bond Bid Bond.pdf

Conflict of Interest Form Form CIQ.pdf

Only required if applicable

Out of State Contractor Compliance Form *No response*

Only required if applicable

Bid Attributes

1	**Bid Proposal Condition No. 1** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. I Agree

2 Bid Proposal Condition No. 2

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

I Agree

3 Bid Proposal Condition No. 3

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

I Agree

4 Bid Proposal Condition No. 4

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

I Agree

5 Bid Proposal Condition No. 5

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

I Agree

6 Bid Proposal Condition No. 6

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

I Agree

7 Bid Proposal Condition No. 7

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

I Agree

8 Bid Proposal Condition No. 8

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

I Agree

9 **Bid Proposal Condition No. 9**

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

I Agree

10 **Bid Proposal Condition No. 10**

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

I Agree

11 **Bid Proposal Condition No. 11**

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

I Agree

12 **Bid Proposal Condition No. 12**

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

I Agree

13 **Bid Proposal Condition No. 13**

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

I Agree

14 **Bid Proposal Condition No. 14**

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

I Agree

15 **Bid Proposal Condition No. 15**

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

I Agree

16 **Bid Proposal Condition No. 16**

The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

I Agree

17 **Base Bid**

Cost of Materials

$145000.00

18 **Base Bid**

Cost of Labor, Profit, etc.

$176628.00

19 **Addendum No. 1**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

Acknowledged

20 **Addendum No. 2**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

21 **Addendum No. 3**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

22 **Addendum No. 4**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

23 **Addendum No. 5**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

24 **Subcontractor 1 - Name**

Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.

CrossRoads, L.P.

25 **Subcontractor 1 - Type of Work**

Traffic Control and Message Boards

26 **Subcontractor 1 - % of Work**

4%

27 **Subcontractor 2 - Name**

Metroplex Pavement Markings

28 **Subcontractor 2 - Type of Work**

Pavement Markings and Signs

29 **Subcontractor 2 - % of Work**

4%

30 **Subcontractor 3 - Name**

ProTex Enviromental

31 **Subcontractor 3 - Type of Work**

Erosion Control

32 **Subcontractor 3 - % of Work**

2%

33 **Subcontractor 4 - Name**

No response

34 **Subcontractor 4 - Type of Work**

No response

35 **Subcontractor 4 - % of Work**

No response

36 **Subcontractor 5 - Name**

No response

37 **Subcontractor 5 - Type of Work**

No response

38 **Subcontractor 5 - % of Work**

No response

39 **Supplier 1 - Name**

Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required.

Martin Marietta

40 **Supplier 1 - Type of Material/Equipment**

Cement

41 **Supplier 2 - Name**

No response

42 Supplier 2 - Type of Material/Equipment

No response

43 Supplier 3 - Name

No response

44 Supplier 3 - Type of Material/Equipment

No response

45 Supplier 4 - Name

No response

46 Supplier 4 - Type of Material/Equipment

No response

47 Supplier 5 - Name

No response

48 Supplier 5 - Type of Material/Equipment

No response

49 Project Timeline: Substantial Completion

Provide number of calendar days to reach substantial completion of all construction

50

50 Project Timeline: Final Completion

Provide number of calendar days to reach final completion of all construction

60

Bid Lines

1	Type B Asphalt 4-inch	Quantity: 5900	UOM: SY	Unit Price:	$14.25	Total:	$84,075.00
2	Type D Asphalt 2-inch	Quantity: 5900	UOM: SY	Unit Price:	$8.20	Total:	$48,380.00
3	Traffic Control	Quantity: 1	UOM: LS	Unit Price:	$15,000.00	Total:	$15,000.00
4	Erosion Control	Quantity: 1	UOM: LS	Unit Price:	$9,000.00	Total:	$9,000.00
5	Thermoplastic White 12-inch Stop Bars	Quantity: 22	UOM: LF	Unit Price:	$5.00	Total:	$110.00

6	8-inch Thermoplastic white turn lane	Quantity: 150	UOM: LF	Unit Price:	$3.00	Total: $450.00
7	4-inch Thermoplastic Yellow Lines (Double Solid)	Quantity: 4400	UOM: LF	Unit Price:	$3.00	Total: $13,200.00
8	White Thermoplastic Arrow (Single)	Quantity: 2	UOM: EA	Unit Price:	$150.00	Total: $300.00
9	White Thermoplastic Arrow (Double)	Quantity: 2	UOM: EA	Unit Price:	$200.00	Total: $400.00
10	Mix and Compact Cement 8-inch	Quantity: 6610	UOM: SY	Unit Price:	$5.80	Total: $38,338.00
11	Cement Slurry (70 lbs/sy)	Quantity: 227	UOM: TN	Unit Price:	$150.00	Total: $34,050.00
12	Remove existing asphalt	Quantity: 5650	UOM: SY	Unit Price:	$3.50	Total: $19,775.00
13	Roadway Embankment	Quantity: 1	UOM: LS	Unit Price:	$40,000.00	Total: $40,000.00
14	Message Boards	Quantity: 4	UOM: EA	Unit Price:	$3,500.00	Total: $14,000.00
15	Signs	Quantity: 4	UOM: EA	Unit Price:	$700.00	Total: $2,800.00
16	Miscellaneous Asphalt 6-inch	Quantity: 50	UOM: SY	Unit Price:	$35.00	Total: $1,750.00

Response Total: $321,628.00

January Cook

From: Ned Tankersley <NTankersley@reynoldsasphalt.com>
Sent: Wednesday, July 1, 2020 2:19 PM
To: January Cook
Subject: RE: CSP No. 2020-60-B: Adjusted Completion Date

January,

Reynolds Asphalt agrees to comply with the completion dates below.

Thank you,
Ned

From: January Cook [mailto:jcook@prospertx.gov]
Sent: Wednesday, July 1, 2020 11:24 AM
To: Ned Tankersley <NTankersley@reynoldsasphalt.com>
Subject: CSP No. 2020-60-B: Adjusted Completion Date

Hello Ned,

Thank you for taking the time to speak with us in regards to the above mentioned project. Will you please reply to this email with confirmation that Reynolds Asphalt & Construction Company has agreed to the following:

- Substantial Completion 30 days
- Final Completion 5 days
- Total project 35 days

Thank You

January M. Cook, CPPO, CPPB | Purchasing Manager | P.O. Box 307, Prosper, TX 75078 | (972) 569-1018 | january_cook@prospertx.gov

BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Reynolds Asphalt & Construction Company, whose address is P.O. Box 370, Euless, TX 76039, hereinafter called Principal, and Colonial American Casualty and Surety Company, a corporation organized and existing under the laws of the State of Illinois, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of $ Five Percent of Bid as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

CSP NO. 2020-60-B
FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS

NOW, THEREFORE, If the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breech of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

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

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

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

IN WITNESS WHEREOF, this instrument is executed and shall be deemed an original, this, the 18th day of June, 2020.

ATTEST:

By: Laura Mayo
Signature
Laura Mayo
Typed/Printed Name
Contract Admin.
Title
P.O. Box 370
Address
Euless TX 76039
City State Zip
817-267-3131 817-267-1878
Phone Fax

PRINCIPAL:

Reynolds Asphalt & Construction Company
Company Name
By: Ned Tankersley
Signature
Ned Tankersley
Typed/Printed Name
Vice President
Title
P.O. Box 370
Address
Euless TX 76039
City State Zip
817-267-3131 817-267-1878
Phone Fax

ATTEST:

By: Elizabeth Gray
Signature
Elizabeth Gray
Printed Name
Surety CSR
Title
P.O. Box 8720
Address
Fort Worth TX 76124
City State Zip
817-457-6700 817-457-7246
Phone Fax

SURETY: Colonial American Casualty and Surety Company

By: Kyle W. Sweeney
Signature
Kyle W. Sweeney
Printed Name
Attorney-in-Fact
Title
15303 Dallas Pkwy, Suite 800
Address
Addison TX 75001
City State Zip
972-774-2238
Phone Fax

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

NAME: Tracey Haley
STREET ADDRESS: 1502 Shannon Place
CITY, STATE, ZIP: Carrollton, TX 75006

NOTE: If Resident Agent is not a corporation, give a person's name.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and **appoint Charles D. SWEENEY, Elizabeth GRAY, Kyle W. SWEENEY and Michael A. SWEENEY, all of Ft. Worth, Texas,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 27th day of November, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 27th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of June, 2020.



Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

PUBLIC WORKS

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Frank E. Jaromin, P.E., Director of Public Works**

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

Re: **Town Council Meeting – July 14, 2020**

Agenda Item:

Consider and act upon awarding CSP No. 2020-66-B to Pavecon Public Works, LP, related to construction services for Miscellaneous Asphalt Improvements; and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On June 18, 2020, at 3:00 PM, five (5) Competitive Sealed Proposals (CSP) were received for Miscellaneous Asphalt Improvements. The project was advertised using the CSP Construction alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria:

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

The verified cost proposals ranged between $83,804.88 and $152,780.00, with lowest proposal being $2,992.88 below the Engineer's Estimate. This project proposal includes the removal of the current asphalt at various locations on Frontier Parkway, Coit Road, First Street, and Fishtrap Road. A location map is attached for reference. The subgrade will be compacted, and 5" of asphalt will be installed. The project completion time was negotiated down from 30 days substantial completion and 45 days final completion to 25 days for substantial completion, with an additional 15 days to reach final completion. The total project completion timeframe is 40 days. Pavecon Public Works, LP, is currently completing the construction of Cook Lane. Staff checked the references provided and received positive feedback.

Roadways will be reduced to one lane through the construction areas, with traffic travelling in both directions. Flagmen will be present to direct traffic. Fire Department, Police Department, Post Office and PISD will be notified preceding construction.

Budget Impact:
The total amount of this project is $83,804.88 and will be funded from 100-5480-50-01.

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

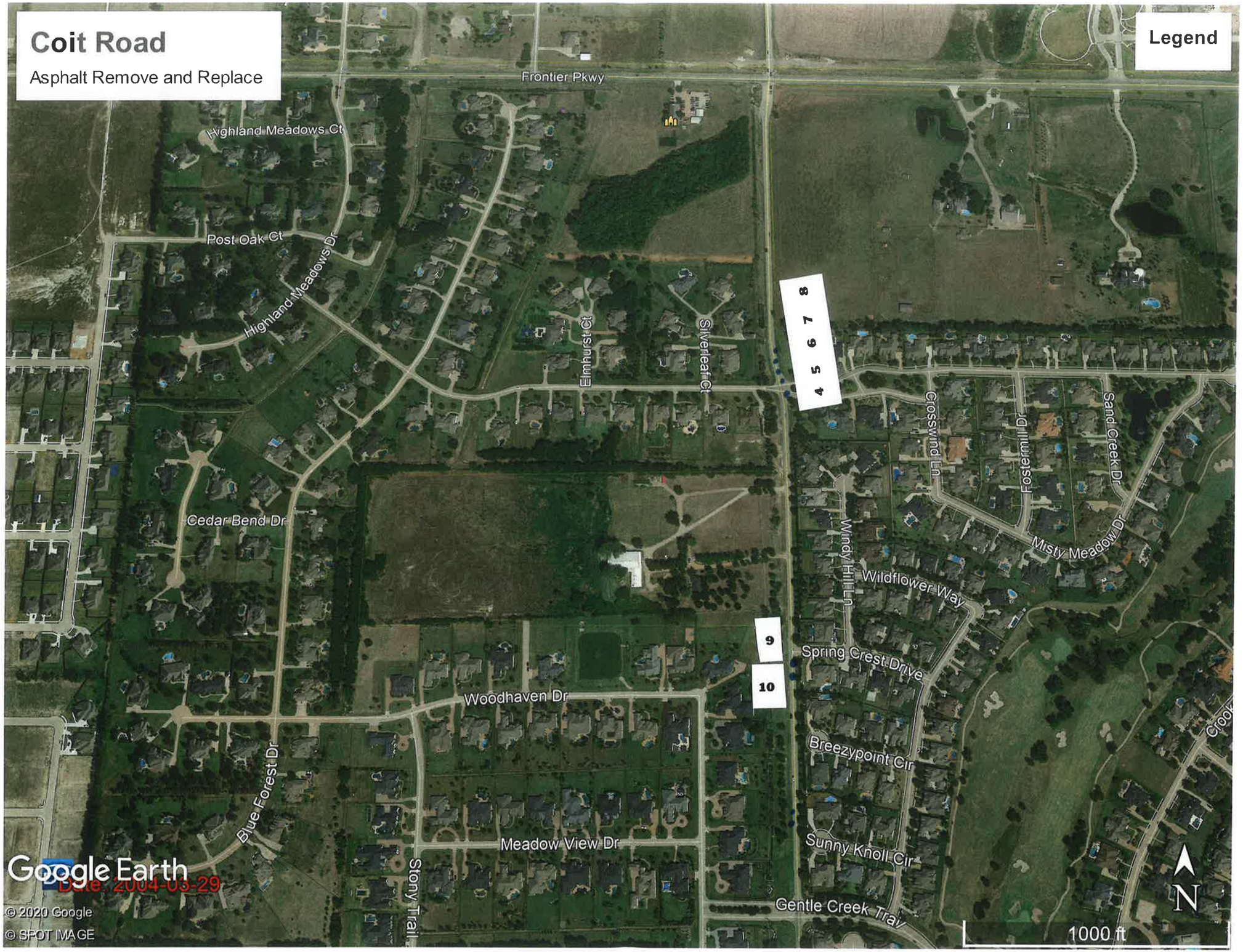
Attached Documents:
1. Location Map
2. Evaluation Matrix
3. Construction Agreement

Town Staff Recommendation:
Town staff recommends awarding CSP No. 2020-66-B to Pavecon Public Works, LP, related to construction services for Miscellaneous Asphalt Improvements; and authorizing the Town Manager to execute a construction agreement for same.

Proposed Motion:
I move to award CSP No. 2020-66-B to Pavecon Public Works, LP, related to construction services for Miscellaneous Asphalt Improvements; and authorize the Town Manager to execute a construction agreement for same.

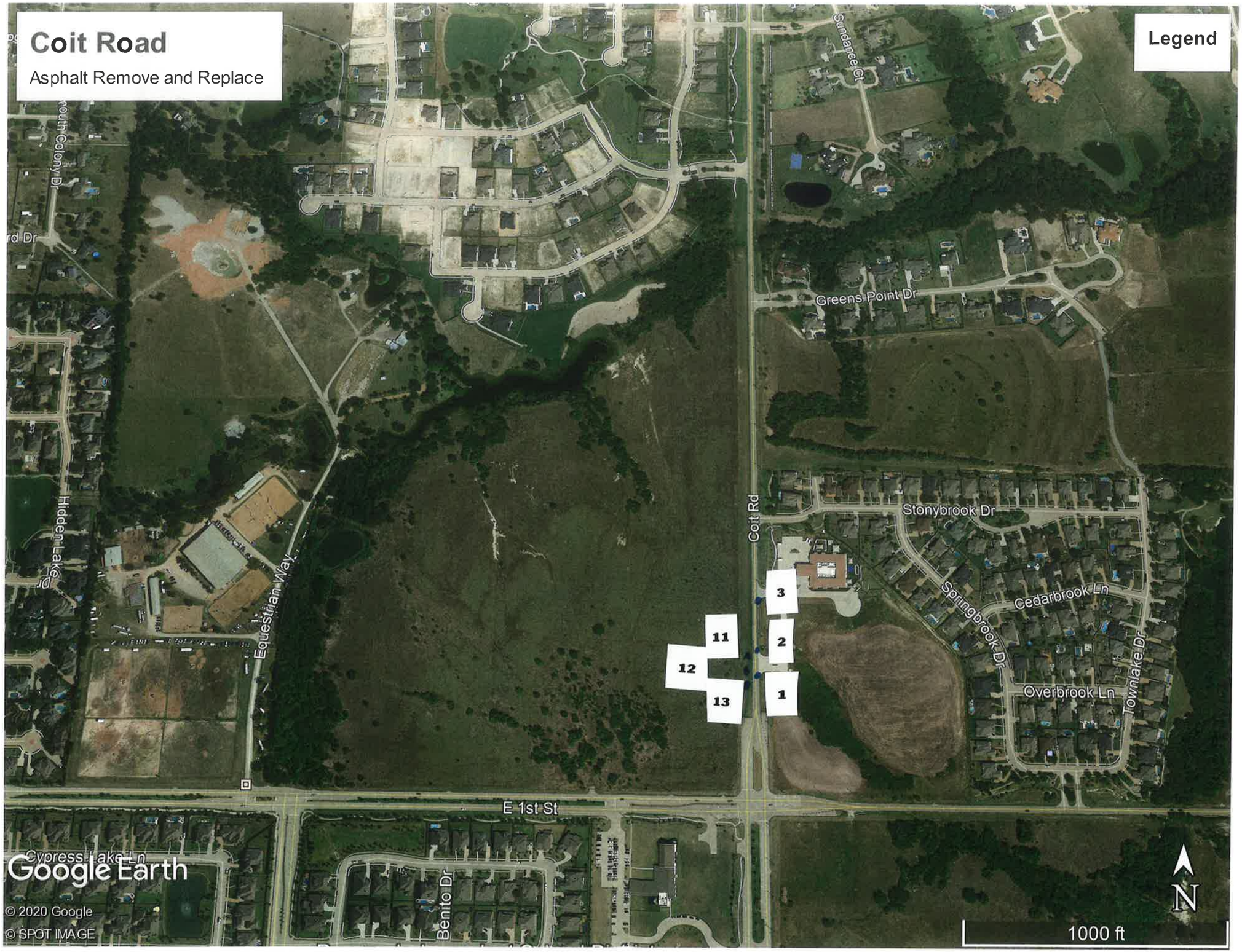
Coit Road

Asphalt Remove and Replace



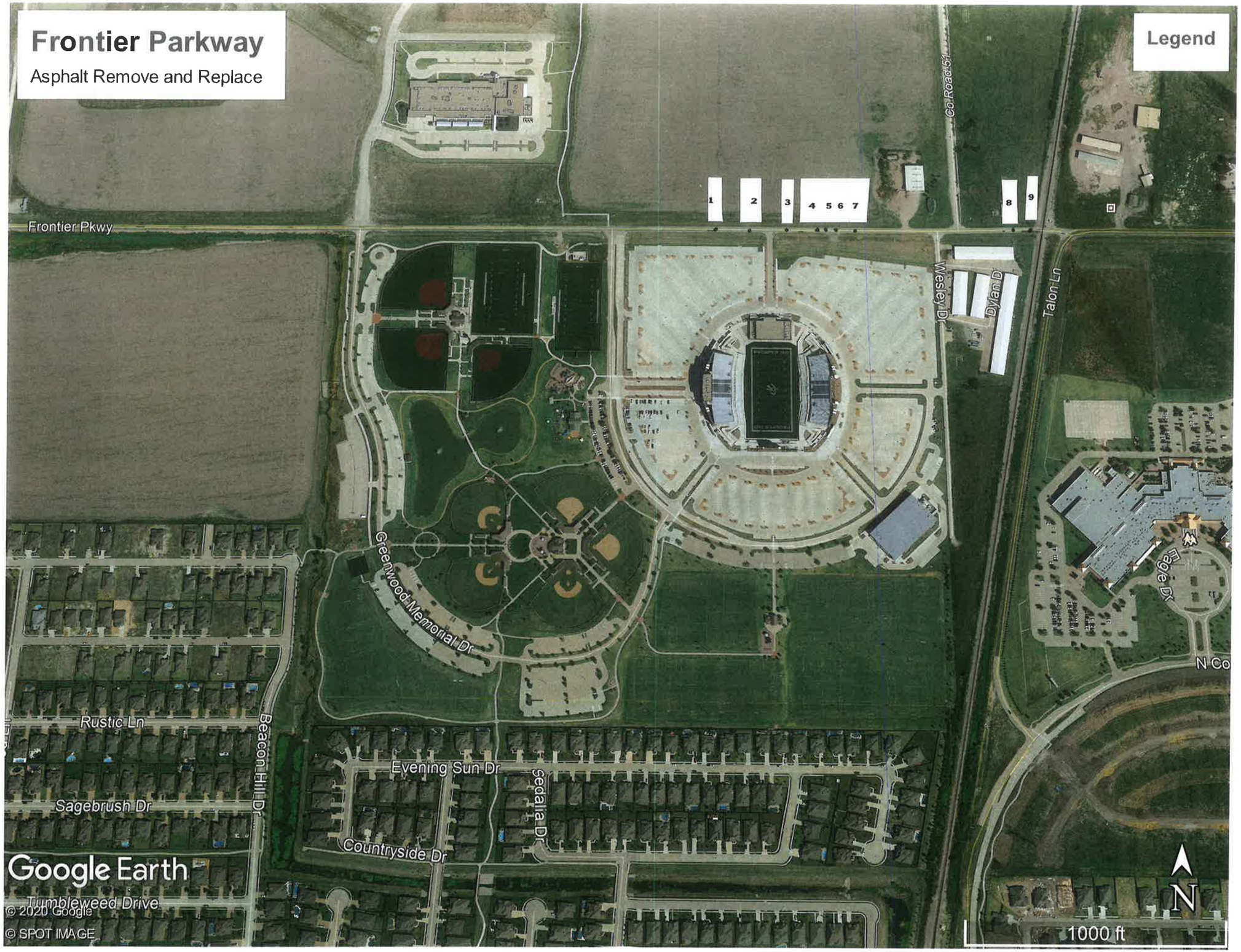
Coit Road

Asphalt Remove and Replace



Frontier Parkway

Asphalt Remove and Replace



First Street

Asphalt Remove and Replace



Fishtrap Road

Asphalt Remove and Replace



CSP NO. 2020-66-B
MISCELLANEOUS ASPHALT IMPROVEMENTS

EVALUATION MATRIX		ADVANCED PAVING COMPANY		ANDERSON ASPHALT & CONCRETE PAVING, LLC		GROD CONSTRUCTION, LLC		PAVECON PUBLIC WORKS, LP		RELIABLE PAVING, INC.	
EVALUATION CRITERIA	**WEIGHTING**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**
Qualifications and Experience	**30%**	7.64	2.29	7.08	2.13	7.84	2.35	7.72	2.32	7.28	2.18
Proposed Project Timeline	**20%**	10.00	2.00	4.44	0.89	5.00	1.00	4.44	0.89	6.67	1.33
Cost Proposal	**50%**	5.49	2.74	7.64	3.82	8.37	4.18	10.00	5.00	8.18	4.09
TOTAL	**100%**		**7.03**		**6.83**		**7.54**		**8.21**		**7.61**

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR

MISCELLANEOUS ASPHALT IMPROVEMENTS

CSP NO. 2020-66-B

TOWN OF PROSPER
COLLIN COUNTY, TEXAS

TOWN OFFICIALS

Ray Smith, Mayor
Curry Vogelsang, Jr., Mayor Pro-Tem
Jason Dixon, Deputy Mayor Pro-Tem
Marcus E. Ray, Place 1
Craig Andres, Place 2
Meigs Miller, Place 4
Jeff Hodges, Place 5

Harlan Jefferson, Town Manager



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LEGAL NOTICE

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2020-66-B MISCELLANEOUS ASPHALT IMPROVEMENTS. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 3:00 P.M. on Thursday, June 18, 2020. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on Thursday, June 18, 2020 @ 3:30 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting:	https://us02web.zoom.us/j/87938034257
Meeting ID:	879 3803 4257
Dial-in any of these numbers:	+1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Remove and replace existing asphalt paving in patches, provide traffic control, for repairs.

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

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

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Public Works Department, 601 West Fifth Street, Prosper, Texas, 75078, Phone: (972) 347-9969 without charge. These documents may be acquired from that office for the non-refundable purchase price of $10.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: http://www.prospertx.gov/business/bid-opportunities/.

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

INSTRUCTIONS TO PROPOSERS

1. Submittal Deadline: Proposals will be accepted until 3:00 P.M. on Thursday, June 18, 2020.

2. Submittal Location: Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078.

3. Electronic Submittal Requirements: If submitting proposal through IonWave.net, Proposer shall complete all requested information and submit all required documents.

4. Hard Copy Submittal Requirements: If submitting proposal in hard copy, Proposer shall submit one (1) original of their proposal in a sealed envelope clearly marked with their name and CSP NO. 2020-66-B MISCELLANEOUS ASPHALT IMPROVEMENTS. Proposer shall complete all requested information and submit all required documents.

5. Proposal Opening: The proposal opening will be held online on Thursday, June 18, 2020 @ 3:30 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting:	https://us02web.zoom.us/j/87938034257
Meeting ID:	879 3803 4257
Dial-in any of these numbers:	+1 929 436 2866
	+1 312 626 6799
	+1 669 900 6833
	+1 253 215 8782
	+1 301 715 8592
	+1 346 248 7799

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

Town of Prosper Public Works Department
601 West Fifth Street
Prosper, TX 75078
Phone: 972-347-9969

or

Download free of charge from Current Bidding Opportunities, at the following link:
http://www.prospertx.gov/business/bid-opportunities/.

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

8. Addenda: If it becomes necessary to provide additional information to potential Proposers, the Town of Prosper will issue an addendum containing the necessary information.

9. Pre-Proposal Meeting: A pre-proposal meeting will not be held for this project.

10. Site Visit: N/A

CONSTRUCTION AGREEMENT

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

This Construction Agreement (the "Agreement") is made by and between Pavecon Public Works, LP, a Texas Limited Partnership, (the "Contractor") and the Town of Prosper, Texas, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

CSP NO. 2020-66-B
MISCELLANEOUS ASPHALT IMPROVEMENTS

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

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

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

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

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

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed Eighty-Three Thousand Eight Hundred Four Dollars and Eighty-Eight Cents ($83,804.88). This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within 25 calendar days after the date of the Notice to Proceed for the base proposal. Within 15 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

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

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

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

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

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

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

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

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

E. Insurance Requirements

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

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

re: CSP No. 2020-60-B FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

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

1) Premises / Operations

2) Broad Form Contractual Liability

3) Products and Completed Operations

4) Personal Injury

5) Broad Form Property Damage

6) Explosion Collapse and Underground (XCU) Coverage.

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

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

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

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

3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

a. General Liability and Automobile Liability Coverage

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

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

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

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

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

F. Performance, Payment and Maintenance Bonds

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

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

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

G. Progress Payments and Retainage

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

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

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

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

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

4. any other documents required under the Contract Documents.

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

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

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

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

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

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

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

H. Withholding Payments to Contractor

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

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

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

I. Acceptance of the Work

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

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

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

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

J. Acceptance of Erosion Control Measures

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

K. Final Payment

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

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

2. correct prior progress payments; and

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

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

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

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

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

L. Contractor's Warranty

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

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

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

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

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

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

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

M. Compliance with Laws

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

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

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

N. "Anti-Israel Boycott" Provision

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

O. Other Items

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

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

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

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

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

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

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

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

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

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

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

[*Signatures continued on following page.*]

PAVECON PUBLIC WORKS, LP	TOWN OF PROSPER, TEXAS
By: _____	By: HARLAN JEFFERSON
Title: _____	Title: Town Manager
Date: _____	Date: _____
Address: 3022 Roy Orr Blvd. Grand Prairie, Texas 75055	Address: 250 W. First St. P.O. Box 307 Prosper, Texas 75078
Phone: (972) 263-3223 Email: ccastillo@pavecon.com	Phone: (972) 346-2640 Email: harlan_jefferson@prospertx.gov

ATTEST:

_____

MELISSA LEE
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the 14th day of July, A.D. 2020, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

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MISCELLANEOUS ASPHALT IMPROVEMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2020.

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

[*Signatures continued on following page.*]

ATTEST:	SURETY:
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Address	_____ Address
_____ City State Zip	_____ City State Zip
_____ Phone Fax	_____ Phone Fax

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

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

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

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the 14th day of July, A.D. 2020, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2020-66-B
MISCELLANEOUS ASPHALT IMPROVEMENTS

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2020.

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

[*Signatures continued on following page.*]

ATTEST:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SURETY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

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

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

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

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the 14th day of July, 2020, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2020-66-B
MISCELLANEOUS ASPHALT IMPROVEMENTS

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the _____ day of _____, 2020.

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

[*Signatures continued on following page.*]

ATTEST:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SURETY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City State Zip

_____
Phone Fax

SPECIAL CONDITIONS

SC.01 PURPOSE: The Special Conditions contained herein set forth conditions or requirements particular to this Contract: CSP NO. 2020-66-B MISCELLANEOUS ASPHALT IMPROVEMENTS

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

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

- ENGINEER: The Engineer of Record as shown on the Construction Drawings: Frank E. Jaromin, P.E.

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

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

SC.04 INTRODUCTION: The Town of Prosper ("Town") is accepting competitive sealed proposals (CSP) for furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of FISHTRAP ROAD AT FM 1385 ROADWAY IMPROVEMENTS.

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

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

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

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

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

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

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

SC.06 SUBMITTALS: In order for your proposal to be considered responsive, the following information must be submitted:

A. Qualifications and Experience

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

B. Pricing

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

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

C. Bid Proposal Conditions (Bid Attributes)

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

D. Supplier Information

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

SC.07 EVALUATION CRITERIA: A review committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of respondents to provide in their submission any information requested

in this CSP may result in disqualification of the submission. The objective of the review committee will be to select the Proposal that provides the best value to the Town. The decision made by the Town of Prosper will be final. The agreement will be awarded based on the following evaluation criteria:

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

SC.08 INTERVIEWS AND PRESENTATIONS: In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the Town after the closing date. Selection may be made strictly from the information provided in the Proposal. However, the Town reserves the right to conduct interviews with and request presentations from any respondents.

SC.09 SELECTION AND AWARD: If the Town is unable to reach an agreement with the first-ranked Contractor, the Town shall terminate further discussions with the first-ranked Contractor, and commence negotiations with the next-ranked Contractor, in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Contractor is expressly conditioned upon (1) the Contractor's execution and delivery of the Contract, and delivery of all required bonds and evidence of insurance, within ten (10) calendar days after the Contractor is notified of the acceptance of its Proposal, and (ii) the Contractor's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Contractor fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Town may, at its option and discretion, without releasing, impairing or affecting its right to receive the Proposal security as damages for such failure, rescind the award, commence negotiations with the next ranked Contractor, or may reject all Proposals.

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

SC.10 SUBMISSION OR DELIVERY OF PROPOSAL: Proposals for the construction services specified will be received online, or in hard copy. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery.

A. Online Submission

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

B. Mailed/Delivered Submission

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

Delivery Address:
Town of Prosper
Attn: Purchasing Manager
250 W. First St.
3rd Floor Finance Suite
Prosper, Texas 75078

Mailing Address (US Postal Service Only):
Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078

TECHNICAL SPECIFICATIONS

TS.01: GENERAL: The following documents are included:

A: Location Maps
B: Asphalt Schedule
C: Hot Mix Asphaltic Concrete
D: Storm Water Pollution Prevention Plan (SW3P)
E: Special Instructions

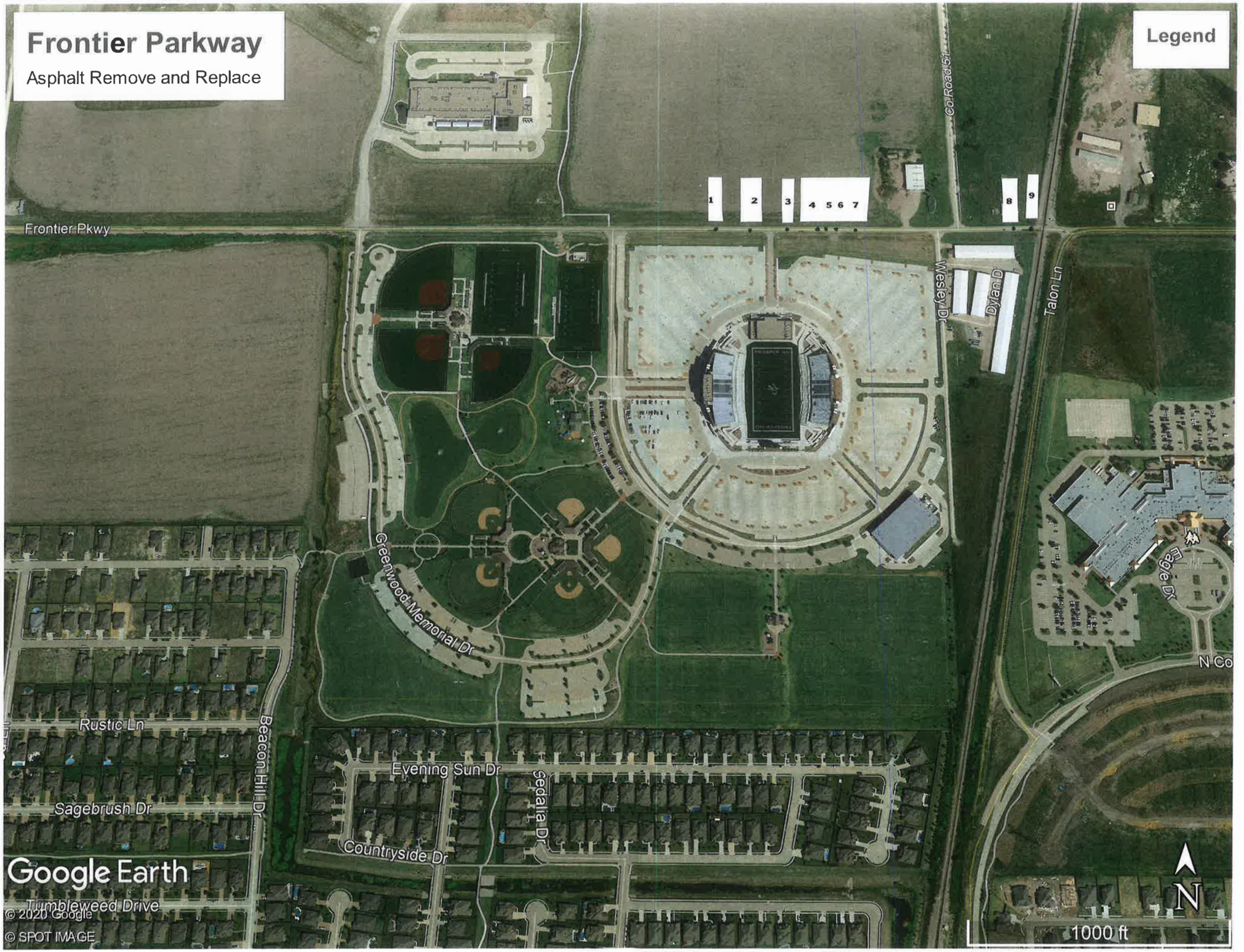

Fishtrap Road
Asphalt Remove and Replace
Legend
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2
3
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5
6
W First St
27
J E Weems Blvd
Business Park Drive
Dallas Pkwy
Date: 2005-11-21
Google Earth
© 2020 Google
© SPOT IMAGE
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First Street

Asphalt Remove and Replace

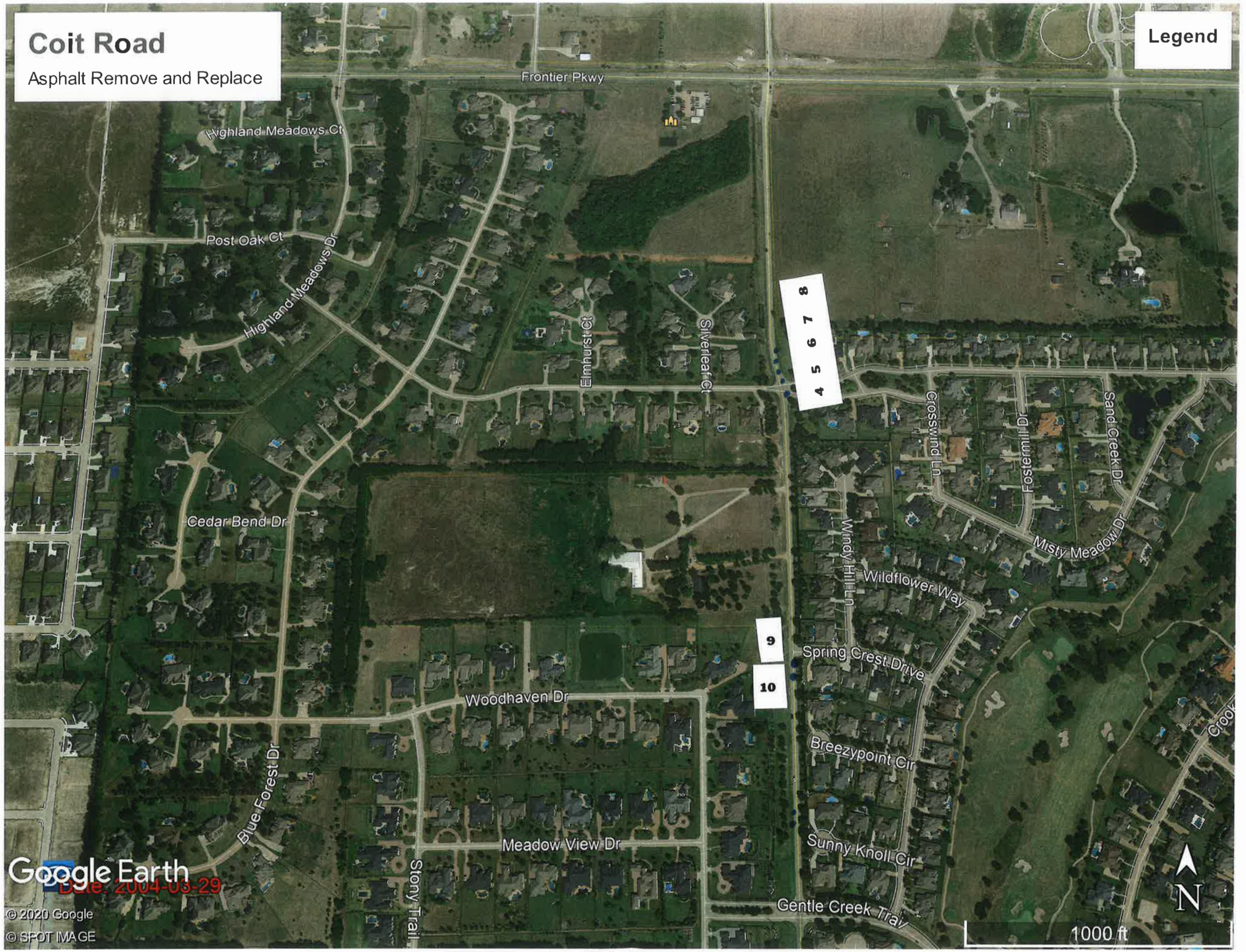
Legend




Frontier Parkway
Asphalt Remove and Replace
Legend
1
2
3
4 5 6 7
8
9
Frontier Pkwy
Co Road 5
Wesley Dr
Dylan D
Talon Ln
Greenwood Memorial Dr
Rustic Ln
Beacon Hill Dr
Evening Sun Dr
Sedalia Dr
Sagebrush Dr
Countryside Dr
Tumbleweed Drive
Google Earth
© 2020 Google
© SPOT IMAGE
N
1000 ft

Coit Road

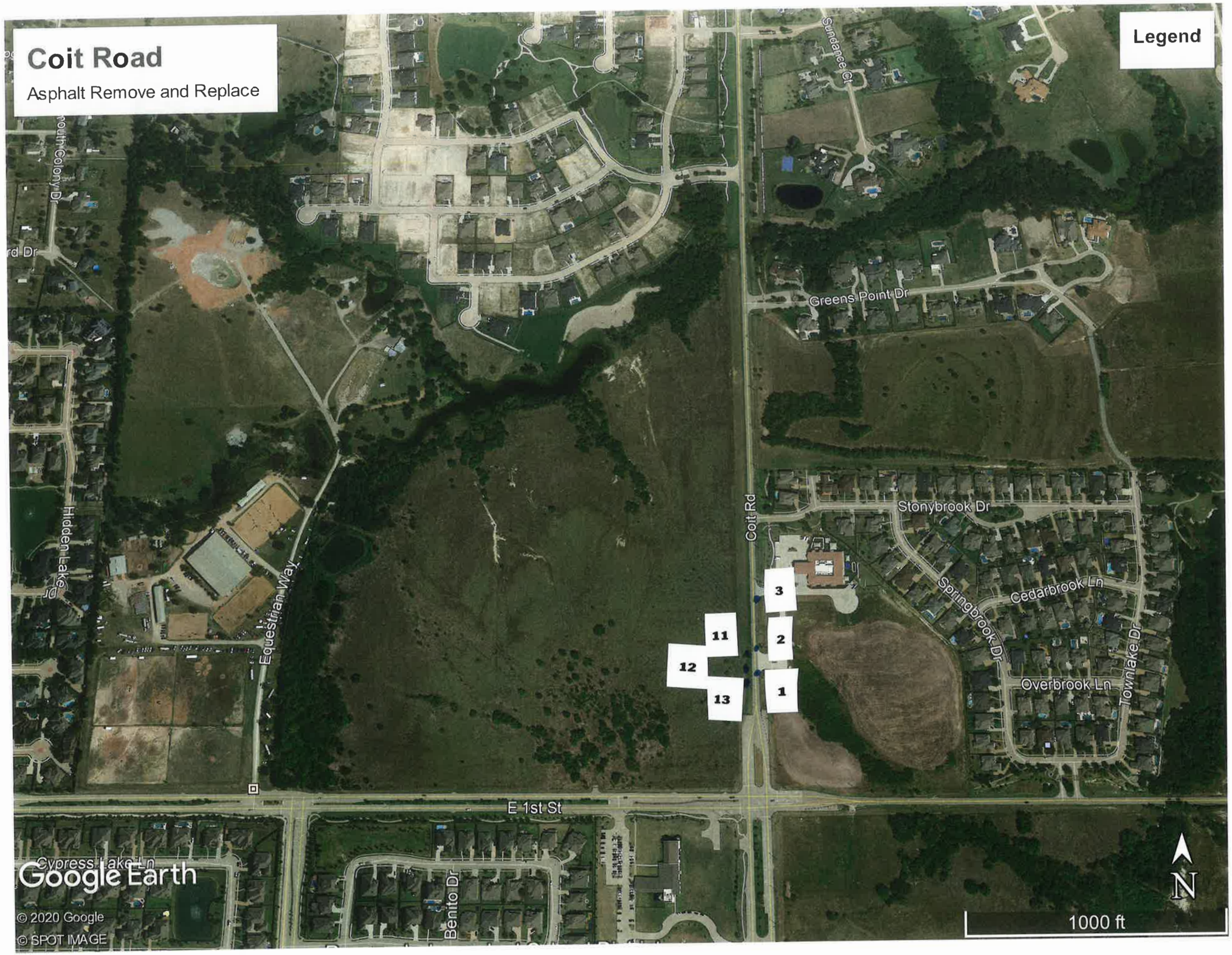
Asphalt Remove and Replace



Coit Road

Asphalt Remove and Replace

Legend



MISCELLANEOUS ASPHALT IMPROVEMENTS CSP NO. 2020-66-B				
Number	Dimensions		Area	Total
	FT	FT	SY	SY
East First Street				
1	145	8	128.9	
2	44	6	29.3	
				158.2
Fishtrap				
1	30	6	20.0	
2	7	6	4.7	
3	71	12	94.7	
4	30	6	20.0	
5	200	6	133.3	
6	28	12	37.3	
				310.0
Frontier Parkway				
1	43	6	28.7	
2	23	6	15.3	
3	34	11	41.6	
4	66	6	44.0	
5	10	6	6.7	
6	20	6	13.3	
7	32	6	21.3	
8	13	6	8.7	
9	8	12	10.7	
				190.2
Coit Road				
1	3	7	2.3	
2	205	8	182.2	
3	5	8	4.4	
4	58	7	45.1	
5	26	7	20.2	
6	12	8	10.7	
7	24	12	32.0	
8	12	6	8.0	
9	30	8	26.7	
10	8	6	5.3	
11	20	12	26.7	
12	40	8	35.6	
13	90	12	120.0	
				519.2
Total Roadway 5" Paving Project				**1,177.7**

MISCELLANEOUS ASPHALT IMPROVEMENTS CSP NO. 2020-66-B				
Number	Diminions		Area	Total
	FT	FT	SY	SY
East Fifth Street Drive Way				
1	75	20	166.7	**166.7**
	Total 4" Paving Project			**166.7**

HOT MIX ASPHALTIC CONCRETE

1.00 GENERAL

1.01 WORK INCLUDED

Furnish labor, materials, equipment and incidentals necessary to perform operations in connection with the construction of hot mix asphaltic concrete (HMAC) base course, leveling-up course and surface course or any other combination of these courses. Construct the pavement on the previously completed and approved subgrade, base,or existing pavement.

1.02 QUALITY ASSURANCE

A. DESIGN CRITERIA

Use the services of an independent testing laboratory to prepare a mix design to comply with Texas Department of Transportation, Standard Specification Item 340 or may use a previously prepared mix design meeting the specification requirements with satisfactory substantiation of experience with the mix.

1.03 SUBMITTALS

Submittals shall be in accordance with Section 01300, SUBMITTALS and shall include:

A. A mix design

B. **[List as necessary]**

1.04 STANDARDS

Hot mix asphaltic concrete (HMAC) pavement shall conform to the requirements of the current Texas Department of Transportation (TXDOT), Standard Specification for "Hot Mix Asphaltic Concrete Pavement", Item 340.

Asphaltic material shall comply with Texas Department of Transportation (TXDOT) Standard Specification Item 300.

1.05 DELIVERY AND STORAGE

Haul the asphaltic mixture to the job site in tight vehicles previously cleaned of foreign materials. Arrange the dispatching of vehicles so that all material delivered shall be placed and all rolling shall be completed during daylight hours. In cool weather, or for long hauls, canvas covers may be required. The inside of the truck body may be given a light coating of oil, if necessary, to prevent the asphaltic mixture from adhering to the body.

1.06 JOB CONDITIONS

A. Do not apply prime coat when the air temperature is below 50 degrees Fahrenheit and falling, but may be applied when the air temperature is above 40 degrees Fahrenheit and rising, the air temperature being taken in the shade and away from artificial heat. Do not place asphaltic material when general weather conditions, in the opinion of the Owner's Representative are not suitable.

B. The asphaltic mixture shall be at a temperature between 225 and 350 degrees Fahrenheit when dumped from the mixer. The Owner's Representative shall determine the temperature, within the above limitations. The mixture when dumped from the mixer shall not vary from the selected temperature more than 30 degrees Fahrenheit.

1.07 OPTIONS [NOT USED]

1.08 GUARANTEES [NOT USED]

2.00 PRODUCTS

2.01 MATERIALS

A. AGGREGATE: Conform to TXDOT Standard Specification Item 340. The Type "B" mixtures and at least three bins when producing Type "D" mixture. These bins shall contain the following sizes of aggregate, in percentages by weight or by volume, as applicable. Gradation for base course or leveling-up course shall comply with Type B listed as follows:

Type "B" (Fine Graded Base Course):

Sieve Size	% passing by weight or volume
1”	100
7/8”	95-100
5/8”	75-95
3/8”	60-80
No.4	40-60
No. 10	27-40
No. 40	10-25
No. 80	3-13
No. 200	1-6
VMA % minimum	11

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight unless specified otherwise on the plans.
Gradation for surface course shall comply with Type D listed as follows:

Type "D" (Fine-Graded Surface Course):

Sieve Size	% passing by weight or volume
1/2”	100
3/8”	85-100
No. 4	50-70
No.10	32-42
No. 40	11-26
No. 80	4-14
No. 200	1-6
VMA % Minimum	14

The asphaltic material shall form 4 to 8 percent of the mixture by weight.

B. ASPHALTIC MATERIALS: Comply with TXDOT Standard Specification Item 300. In general, the grade of asphalt shall be AC-20. Other grades of asphalt shall be considered if weather conditions or mix design appear to warrant a change. Prime coat shall comply with TXDOT Standard Specification Item 300, Grade MC-30. Tack coat shall meet the requirements of cutback asphalt RC-2 and ASTM D-2027.

2.02 MIXES [NOT USED]

2.03 FABRICATIONS [NOT USED]

2.04 MANUFACTURED PRODUCTS [NOT USED]

2.05 EQUIPMENT

The equipment necessary for the construction of the hot mix asphaltic concrete pavement shall be on the project site and shall be approved by the Owner's Representative as to condition before the Contractor shall be permitted to begin construction operations on which the equipment is to be used. Equipment shall be maintained in good repair and operating condition.

A. SPREADING AND FINISHING MACHINES

The spreading and finishing machine shall be of a type approved by the Owner's Representative and capable of producing a surface that shall meet the requirements of the typical cross section and surface test.

B. ROLLERS

1. PNEUMATIC TIRE ROLLER
   The roller shall consist of not less than seven (7) pneumatic tire wheels, running on axles in such a manner that the rear group of tires shall cover the entire gap between adjacent tires of forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such a manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both forward and a reverse direction with suitable provisions for moistening the surface of the tires while operating; and shall be approved by the Owner's Representative.
2. TWO AXLE TANDEM ROLLER
   The roller shall be an acceptable power-driven, steel-wheel tandem roller weighing not less than eight (8) tons. The roller must operate in forward and reverse directions; contain provisions for moistening the surface of the wheels while in motion; and shall be approved by the Owner's Representative.
3. THREE WHEEL ROLLER
   The roller shall be an acceptable power-driven, all steel three (3) wheel roller weighing not less than ten (10) tons. The roller must operate in forward and reverse directions; contain provisions for moistening the surface of the wheels while in motion; and shall be approved by the Owner's Representative.
4. VIBRATORY STEEL WHEEL ROLLER
   If approved for use by the Owner's Representative, this roller shall have a minimum weight of six (6) tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. The roller shall be operated in accordance with the Manufacturer's recommendations.

C. STRAIGHTEDGES

The Contractor shall provide acceptable straightedges for the surface testing. Satisfactory templates shall be provided as required by the Owner's Representative.

3.00 EXECUTION

3.01 PREPARATION

A. PRIME COAT

Apply a uniform coat of prime coat asphaltic material to the surface of the prepared subgrade, sub-base, or base, applied at a rate of not less than 0.30 gallon per square yard of surface.

Apply a thin uniform coat of the prime coat material to contact surfaces of gutters, manholes, and other structures.

B. TACK COAT

Thoroughly clean the surface of the asphalt base course and apply a uniform coat of tack material meeting the requirements for cutback asphalt RC-250.Apply a tack coat when the surface to be paved is portland cement concrete, brick, or asphaltic pavement. Apply the tack coat using sprayer at a rate not exceeding 0..05 gallon per square yard surface. Paint contact surfaces of curbs, gutters, vertical faces, and other structures in actual contact with asphaltic mixes with asphaltic material to provide a closely bonded, water-tight joint.

C. COMPACTED THICKNESS OF ASPHALTIC CONCRETE SURFACE COURSES AND BASE COURSES

1. SURFACE COURSE
   The compacted thickness or depth of the asphaltic concrete surface shall be as indicated on the plans. Where the plans indicate a depth or thickness of the surface course greater than 2" compacted depth, same shall be placed in multiple courses of equal depth, each which shall not exceed 2" compacted depth. A tack coat is required between any of the multiple courses, and applied at the rate specified.
2. BASE COURSE
   The compacted thickness or depth of each base shall be as indicated. Where the plans indicate a depth or thickness of the course greater than 4", same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. An additional tack coat is required between any of the multiple lifts, and applied at a rate specified.

3.02 PLACEMENT

A. Place the asphaltic mixture on an approved base course with the previously specified spreading and finishing machine in such a manner that, when properly compacted, the finished course shall comply with the maximum thickness requirements, shall be smooth, of uniform density and meet the requirements of the typical cross sections and the surface test. During the placing and spreading of the asphaltic material, take care to prevent the spilling of the material onto adjacent pavement, gutters, or structures.

B. In small areas, which are inaccessible to the spreading and finishing machine, hand spreading may be authorized by the Owner’s Representative, provided an acceptable surface can be obtained.

3.03 COMPACTION

A. Rolling with the 3-wheel and tandem rollers shall start longitudinally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels. Alternate trips of the roller shall be slightly different in length. Rolling with the pneumatic tire roller shall be done as directed by the Owner’s Representative. Rolling shall continue until no further compression can be obtained and all roller marks are eliminated. The motion of the rollers shall be slow enough at all times to avoid displacement of the asphaltic surface material. If displacement should occur, correct the situation at once by the use of rakes and fresh asphaltic mixtures. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool. To prevent adhesion of the surface to the roller, the wheels shall be kept thoroughly moistened with water, but an excess of water shall not be permitted. Rollers must be in good mechanical condition. Take the necessary precautions to prevent the dripping of gasoline, oil, grease, or other foreign matter on the surface course while the rollers are in motion or when standing. In areas where surface course cannot be compacted with the roller, hand tamps, lightly oiled, shall be used to secure the required compaction.

B. With approval by the Owner's Representative, the vibratory steel wheel roller may be substituted for the 3-wheel roller and tandem roller. Each course, after final compaction, shall contain from 5 to 9 percent air voids determined by TXDOT Test Method TEX207-F.

3.04 FIELD QUALITY CONTROL

A. SURFACE TESTS

The finished surface of the pavement after compression shall be smooth and true to the established line, grade, and cross section. When tested with a 16' straightedge placed parallel to the centerline of the roadway, the finished surface shall have no deviation in excess of 1/16" per foot from the nearest point of contact. The maximum ordinate measured from the face of the straightedge shall not exceed 1/4" at any point. Any point in the pavement surface not meeting these requirements shall be immediately corrected.

B. PAVEMENT THICKNESS TEST

Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the Owner or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the Owner's Representative. The cost for the initial pavement thickness test shall be at the expense of the Owner. In the event a deficiency in the thickness of the pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the Contractor's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

3.05 CLEAN AND ADJUST [NOT USED]

3.06 SCHEDULES [NOT USED]

END OF SECTION

SECTION SW3P
STORM WATER POLLUTION PREVENTION PLAN

1. The Contractor will be required to provide a separate Storm Water Pollution Prevention Plan. The Erosion Control Plans included in the construction plans will not be considered a Storm Water Pollution Prevention Plan.

2. The Contractor will be required to submit a Storm Water Pollution Prevention Plan (SW3P) to the Town of Prosper for this project before the Notice to Proceed will be granted. The SW3P shall comply with the regulations established by the Texas Commission on Environmental Quality (TCEQ).

3. The Contractor will be required to submit all appropriate forms, including the NOI and NOT, as well as being responsible for producing and submitting all inspection reports throughout the duration of the project to the TCEQ and the Town of Prosper. The Contractor will be responsible for submitting the NOI and NOT on behalf of the Town of Prosper, including all fees associated with these forms. The Contractor shall submit two (2) copies of all NOIs and proof of payment of NOIs to the Town of Prosper before the Notice to Proceed will be granted.

Payment:

Payment for this work shall be considered subsidiary to the pay items.

SPECIAL INSTRUCTIONS

1.01 WORK INCLUDED

Furnish labor, materials, equipment, testing and incidentals necessary to perform operations in connection with the removing 5 inches of asphalt paving, compacting existing gravel base and installing 5" of Type B asphalt. Roadways will remain open to one-way traffic by use of flaggers during construction.

ANTICPATED PROCEEDURE

A. Grind, 5" of existing road base in two phases and remove as necessary. The Town on Prosper will mark limits in the field. Patching schedule if for information and can be reduced of increased in the field.
B. Compact existing road base.
C. Miscellaneous Asphalt is at the discussion of the Town Inspector to extend or add patch repairs.
D. Grade and compact roadway to near existing profile and configuration less thickness of pavement. Paving may require additional excavation or fill for proper transition to existing driveways and street connections.
E. Install 5" Type B asphalt in 2 layers as shown on details.
F. Pull shoulders with top soil (no rocks).
G. Prior to the start of construction, the Contactor shall submit a traffic control plan for approval by the Town. A rolling lane closure will be used for traffic.
H. All Asphalt work shall conform to TxDOT Standards.
I. Cores will not be required; depth checks during construction will be required.
J. Quantities are for bidding only, in place quantities govern.
K. Typical Standards are on Prosper Web page under Engineering.
L. 4" Type B Asphalt is installed at East Fifth Street and Coleman Road, remove 4" of gravel and install 5" of type b asphalt one patch.

1.02 TRAFFIC CONTROL SIGNAGE

The contractor shall install and maintain all required signage and shall comply with Texas Department of Transportation (TXDOT) Standards. The Contractor shall supply the Town with a Traffic Control plan prior to work.

1.03 RESIDENTS MEETING

There could be as many as two evening meeting to discuss this work with the residents. The Contractors Superintendent will be required to be present at this meeting. Access to the project the contractor will help the residents with trash pickup if requested. The contractor will be required to maintain access to all areas during construction.

END OF SECTION

2020-66-B Addendum 1
Pavecon Public Works, LP
Supplier Response

Event Information

Number: 2020-66-B Addendum 1
Title: Miscellaneous Asphalt Improvements
Type: Competitive Sealed Proposals
Issue Date: 6/2/2020
Deadline: 6/18/2020 03:00 PM (CT)
Notes: **ENGINEER'S ESTIMATE: $80,800**

The Town of Prosper is accepting competitive sealed proposals for **CSP NO. 2020-66-B MISCELLANEOUS ASPHALT IMPROVEMENTS.** Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until **3:00 P.M. on Thursday, June 18, 2020.** Any proposals received after this time will not be accepted, and will be returned unopened. **The proposal opening will be held online on Thursday, June 18, 2020 @ 3:30 P.M.** To participate in the proposal opening, please use the following:

Join Zoom Meeting:
https://us02web.zoom.us/j/87938034257
Meeting ID: 879 3803 4257
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Remove and replace existing asphalt paving in patches, provide traffic control, for repairs.

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

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

Copies of Plans, Specifications, and Contract Documents may be examined at **Town of Prosper Public Works Department, 601 West Fifth Street, Prosper, Texas, 75078, Phone: (972) 347-9969** without charge. These documents may be acquired from that office for the non-refundable purchase price of $10.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: http://www.prospertx.gov/business/bid-opportunities/.

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

If you are downloading plans, please complete and submit a Planholder Registration Form to be added to the official Planholder List.

Contact Information

Contact: January Cook Purchasing Manager

Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcook@prospertx.gov

Pavecon Public Works, LP Information

Contact: Dean Dumke
Address: 3022 Roy Orr Blvd
Grand Prairie, TX 75055
Phone: (972) 263-3223 x138
Fax: (972) 263-6551
Toll Free: (972) 263-3223
Email: deand@pavecon.com

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

DANIEL KILMAN
Signature

CCASTILLO@PAVECON.COM
Email

Submitted at 6/18/2020 2:19:26 PM

Requested Attachments

Attachment A1 — A1 - Contractor & Subcontractor Experience.pdf

Contractor and Subcontractor Experience with Similar Projects

Attachment A2 — A2 - Resumes for Key Personnel.pdf

Resumes for Key Personnel Assigned to Project (Executive and Management Team, as well as On-Site Project Manager)

Attachment A3 — A3 - Completed Projects & Refrence Worksheet.pdf

Completed Projects and References Worksheet

Attachment A4 — A4 - Project Schedule Example.pdf

Copy of Actual Project Schedule Used

Bid Bond — Bid Bond - Miscellaneous Asphalt Improvements.pdf

Out of State Contractor Compliance Form — Out of State Contractor Compliance Form.pdf

Only required if applicable

Conflict of Interest Form — CIQ Form.pdf

Only required if applicable

Bid Attributes

1	**Bid Proposal Condition No. 1** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. I Agree

2 Bid Proposal Condition No. 2

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

I Agree

3 Bid Proposal Condition No. 3

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

I Agree

4 Bid Proposal Condition No. 4

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

I Agree

5 Bid Proposal Condition No. 5

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

I Agree

6 Bid Proposal Condition No. 6

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

I Agree

7 Bid Proposal Condition No. 7

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

I Agree

8 Bid Proposal Condition No. 8

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

I Agree

9	**Bid Proposal Condition No. 9** This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. I Agree
10	**Bid Proposal Condition No. 10** Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and within **the number of calendar days proposed** b**ased on date of Notice to Proceed.** I Agree
11	**Bid Proposal Condition No. 11** Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within **the number of calendar days proposed** as part of this Proposal. Within the number of additional calendar days proposed after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions. I Agree
12	**Bid Proposal Condition No. 12** Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits. I Agree
13	**Bid Proposal Condition No. 13** Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested. I Agree
14	**Bid Proposal Condition No. 14** In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by ***surety company named in the space provided***,to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. **In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.** I Agree
15	**Bid Proposal Condition No. 15** The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner. I Agree

16 **Bid Proposal Condition No. 16**

The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

I Agree

17 **Base Bid**

Cost of Materials

$54473.17

18 **Base Bid**

Cost of Labor, Profit, etc.

$29331.71

19 **Addendum No. 1**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

Acknowledged

20 **Addendum No. 2**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

21 **Addendum No. 3**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

22 **Addendum No. 4**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

23 **Addendum No. 5**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

No response

24 **Subcontractor 1 - Name**

Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.

DUSTROL

25 **Subcontractor 1 - Type of Work**

MILLING

26 **Subcontractor 1 - % of Work**

32.3%

27 **Subcontractor 2 - Name**

No response

28 **Subcontractor 2 - Type of Work**

No response

29 **Subcontractor 2 - % of Work**

No response

30 **Subcontractor 3 - Name**

No response

31 **Subcontractor 3 - Type of Work**

No response

32 **Subcontractor 3 - % of Work**

No response

33 **Subcontractor 4 - Name**

No response

34 **Subcontractor 4 - Type of Work**

No response

35 **Subcontractor 4 - % of Work**

No response

36 **Subcontractor 5 - Name**

No response

37 **Subcontractor 5 - Type of Work**

No response

38 **Subcontractor 5 - % of Work**

No response

39 **Supplier 1 - Name**

Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required.

AUSTIN ASPHALT

40 **Supplier 1 - Type of Material/Equipment**

ASPHALT

41 **Supplier 2 - Name**

No response

42	**Supplier 2 - Type of Material/Equipment** *No response*
43	**Supplier 3 - Name** *No response*
44	**Supplier 3 - Type of Material/Equipment** *No response*
45	**Supplier 4 - Name** *No response*
46	**Supplier 4 - Type of Material/Equipment** *No response*
47	**Supplier 5 - Name** *No response*
48	**Supplier 5 - Type of Material/Equipment** *No response*
49	**Project Timeline: Substantial Completion** Provide number of calendar days to reach substantial completion of all construction 30
50	**Project Timeline: Final Completion** Provide number of calendar days to reach final completion of all construction 45

Bid Lines

1	Type B Asphalt 5-inch	Quantity: 1180	UOM: SY	Unit Price: $35.84	Total:	$42,291.20
2	Remove existing asphalt	Quantity: 1180	UOM: SY	Unit Price: $24.71	Total:	$29,157.80
3	Type B Asphalt 4-inch	Quantity: 170	UOM: SY	Unit Price: $31.77	Total:	$5,400.90
4	Compact Existing Base	Quantity: 1180	UOM: SY	Unit Price: $3.25	Total:	$3,835.00
5	Traffic Control	Quantity: 1	UOM: LS	Unit Price: $846.11	Total:	$846.11

6	CSS 1-H Tack					
	Quantity: 1	UOM: LS	Unit Price:	$1,062.75	Total:	$1,062.75
7	Erosion Control					
	Quantity: 1	UOM: LS	Unit Price:	$1,211.12	Total:	$1,211.12

Response Total: $83,804.88

January Cook

From: Jeremiah Brooks <JBrooks@pavecon.com>
Sent: Thursday, July 2, 2020 5:26 PM
To: January Cook
Subject: Re: Email

Hi January,

Just left you a VM, but I got the guys to cut 5 days, so it'll be 25 and 40.

Please let me know if you have any questions.

Hope you have a good holiday.

Thanks,

Jeremiah

Sent from my iPhone

> On Jul 2, 2020, at 9:56 AM, January Cook <jcook@prospertx.gov> wrote:
>
> Hello,
>
> Just in case, here is my email.
>
> Thank You
>
> <image001.jpg>
> **<image002.png>**
> January M. Cook, CPPO, CPPB | Purchasing Manager | P.O. Box 307, Prosper, TX 75078 | (972) 569-1018 | january_cook@prospertx.gov

BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Pavecon Public Works, LP, whose address is 3022 Roy Orr Blvd., Grand Prairie, TX 75050 hereinafter called Principal, and Continental Casualty Company a corporation organized and existing under the laws of the State of Illinois, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of $** as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

CSP NO. 2020-66-B
MISCELLANEOUS ASPHALT IMPROVEMENTS

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breech of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

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

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

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

IN WITNESS WHEREOF, this instrument is executed and shall be deemed an original, this, the 18th day of June, 2020.

**FIVE PERCENT OF TOTAL AMOUNT BID BY PRINCIPAL (5%TAB)

ATTEST:

By: _____
Signature
JEREMIAH BROOKS
Typed/Printed Name
ESTIMATOR
Title
3022 Roy Orr Blvd.,
Address
Grand Prairie TX 75050
City State Zip
972-263-3223 972-263-6551
Phone Fax

PRINCIPAL:

Pavecon Public Works, LP
Company Name
By: _____
Signature
DANIEL KILLMAN
Typed/Printed Name
PRESIDENT
Title
3022 Roy Orr Blvd.
Address
Grand Prairie TX 75050
City State Zip
972-263-3223 972-263-6551
Phone Fax

ATTEST:

By: _____
Signature
William Lyttle
Printed Name
Witness
Title
5057 Keller Springs Rd., #200
Address
Addison TX 75001
City State Zip
800-880-6689
Phone Fax

SURETY:

By: _____
Signature
Patricia Ann Lyttle
Printed Name
Attorney-in-Fact
Title
151 North Franklin
Address
Chicago IL 60606
City State Zip
877-672-6115
Phone Fax

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

NAME: Acrisure, LLC dba IBTX
STREET ADDRESS: 5057 Keller Springs Rd., #200
CITY, STATE, ZIP: Addison, TX 75001

NOTE: If Resident Agent is not a corporation, give a person's name.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Comp Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (he "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Gary W Wheatley, Bryan K Moore, Clark D Fresher, Betty J Reeh, Individually, of San Antonio, TX
Michael D Hendrickson, Patricia Ann Lyttle, Individually, of Irving, TX

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 24th day of August, 2016.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of August, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 18th day of June, 2020.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult — Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. _____.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Telephone: 1-877-672-6115

Figure: 28 TAC §1.601(a)(3)

1 **IMPORTANT NOTICE**

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

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

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

Form F8277-6-2018

PLANNING

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

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

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

Re: **Town Council Meeting – July 14, 2020**

Agenda Item:

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

Description of Agenda Item:

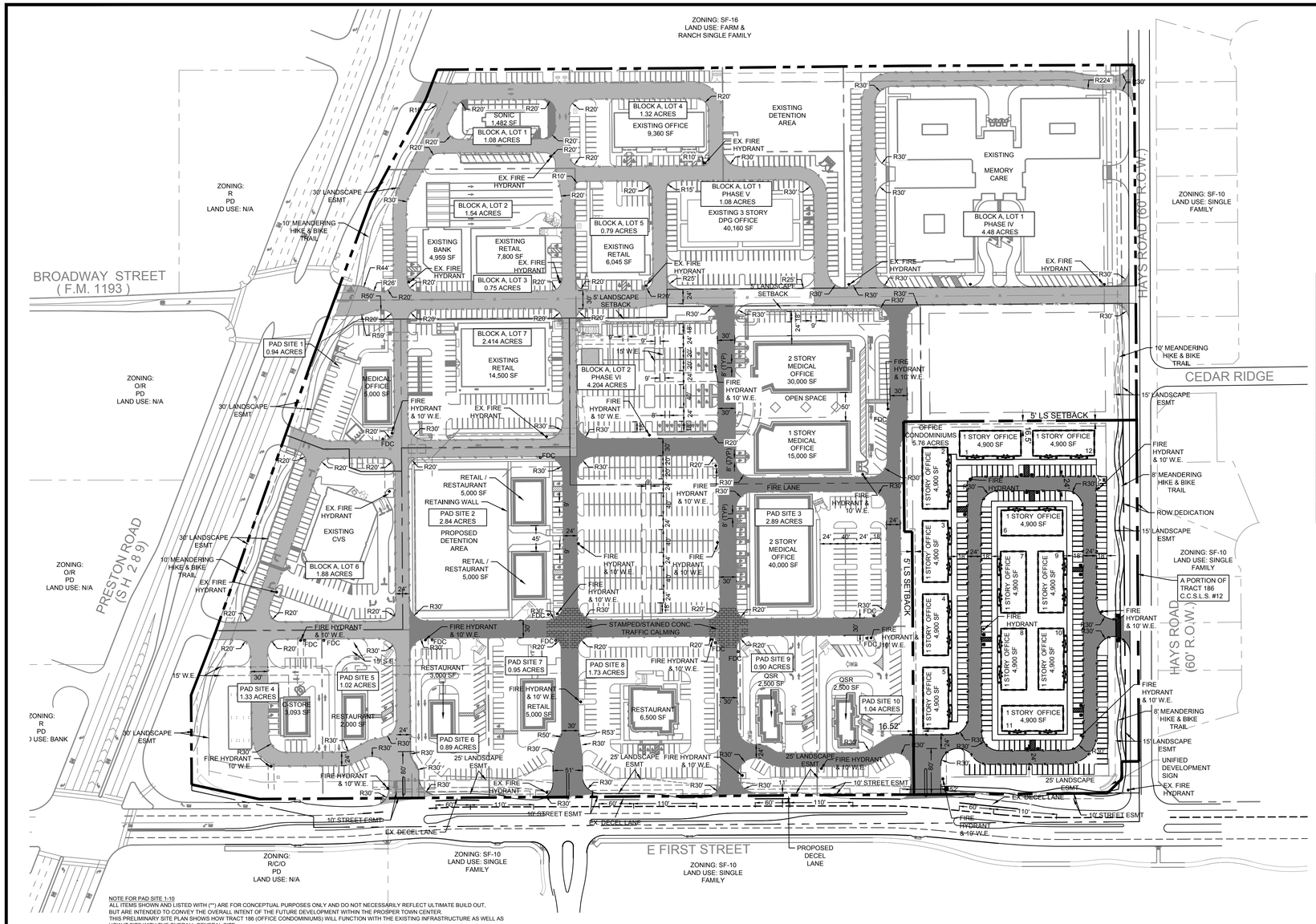
Attached are the Preliminary Site Plan and Site Plans that were acted on by the Planning & Zoning Commission at their July 7, 2020, meeting. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

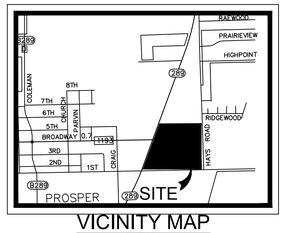
Attached Documents:

1. Preliminary Site Plan for Prosper Town Center
2. Site Plan for 511 Broadway Street
3. Site Plan for Prosper Business Park
4. Site Plan for West End

Town Staff Recommendation:

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





VICINITY MAP
N.T.S.

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

LEGEND	
	EXISTING FIRE LAND PAVING
	PROPOSED FIRE LANE PAVING
	PROPOSED CONCRETE CURB AND GUTTER
	PROPERTY LINE
FL	FIRE LANE
	EASEMENT LINE
	FULL DEPTH SAW CUT
	PROPOSED FIRE HYDRANT
	FIRE DEPT. CONNECTION

STANDARD NOTES:

ANY REVISIONS TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS

1. ALL DIMENSIONS ARE TO BE TAKEN FROM FACE OF CURB.
2. DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE
3. OPEN STORAGE, WHERE PERMITTED , SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE
4. OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
5. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
6. ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
7. BUILDINGS OF 5,000 SF OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
8. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OF AS DIRECTED BY THE FIRE DEPARTMENT.
9. TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
10. SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE
11. 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.
12. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
13. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SIRE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
14. ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
15. SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEED WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
16. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
17. SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
18. ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
19. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
20. ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
21. IMPACT FEES WILL BE ACCESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
22. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWENTY-FOUR (24) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING AND ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SIRE PLAN FOR THE PROPERTY, IS NULL AND VOID.
23. OFFICE SPACE USED FOR MEDICAL PURPOSES REQUIRES ADDITIONAL PARKING

NOTE FOR PAD SITE 1-10
ALL ITEMS SHOWN AND LISTED WITH (**) ARE FOR CONCEPTUAL PURPOSES ONLY AND DO NOT NECESSARILY REFLECT ULTIMATE BUILD OUT, BUT ARE INTENDED TO CONVEY THE OVERALL INTENT OF THE FUTURE DEVELOPMENT WITHIN THE PROSPER TOWN CENTER.
THIS PRELIMINARY SITE PLAN SHOWS HOW TRACT 186 (OFFICE CONDOMINIUMS) WILL FUNCTION WITH THE EXISTING INFRASTRUCTURE AS WELL AS HOW IT FITS WITH THE OVERALL GENERAL SITE.
THE CONCEPTUAL ITEMS SHOWN DO NOT NECESSARILY REFLECT CURRENT TOWN STANDARDS.
AS NEW DEVELOPMENT IS PROPOSED, THE PRELIMINARY SITE PLAN WILL BE MODIFIED TO REFLECT NEW CONDITIONS AND A FINAL SITE PLAN FOR EACH SPECIFIED PARCEL WILL BE SUBMITTED TO THE TOWN OF PROSPER FOR REVIEW.
ALL FINAL SITE PLAN LAYOUTS MUST MEET CURRENT TOWN STANDARDS AND REGULATIONS WHICH INCLUDE, BUT ARE NOT LIMITED TO DIMENSIONS, FIRE COVERAGE, DUMPSTER LAYOUTS, BUILDING AND LANDSCAPE SETBACKS, SCREENING, DRIVEWAY THROAT DEPTH, EASEMENT DEDICATION, PARKING REQUIREMENTS, AND LANDSCAPE REQUIREMENTS.

SITE DATA TABLE	**BLOCK A, LOT 2, PHASE VI	**PAD SITE 1	**PAD SITE 2	**PAD SITE 3	**PAD SITE 4	**PAD SITE 5	**PAD SITE 6	**PAD SITE 7	**PAD SITE 8	**PAD SITE 9	**PAD SITE 10	OFFICE CONDOMINIUMS
EXISTING ZONING	PD-COMMERCIAL	PD-COMMERCIAL	PD-COMMERCIAL	PD-COMMERCIAL	PD-COMMERCIAL	PD-COMMERCIAL	PD-COMMERCIAL	PD-COMMERCIAL	PD-COMMERCIAL	PD-COMMERCIAL	PD-COMMERCIAL	PD-COMMERCIAL
PROPOSED USE	MEDICAL OFFICE	MEDICAL OFFICE	RETAIL/RESTAURANT	MEDICAL OFFICE	CONVENIECE STORE	RESTAURANT W/ DRIVE-THRU	RESTAURANT W/ DRIVE-THRU	RETAIL	RESTAURANT	RESTAURANT W/ DRIVE-THRU	RESTAURANT W/ DRIVE-THRU	OFFICE
BUILDING HEIGHT	2 STORY/1-STORY	1-STORY	1-STORY	1-STORY	1-STORY	1-STORY	1-STORY	1-STORY	1-STORY	1-STORY	1-STORY	1-STORY (28')
BUILDING AREA	30,000 SF 15,000 SF	5,000 SF	5,000 REST SF 5,000 RETAIL SF	40,000 SF	3,093 SF	2,000 SF	3,000 SF	5,000 SF	6,500 SF	2,500 SF	2,500 SF	58,800 SF
PARKING REQUIRED	180	20	70	160	3	20	30	20	87	25	25	168
REQUIRED PARKING RATIO	1/250	1/250	1/100 & 1/250	1/250	3 FOR EMPLOYEES	1/100	1/100	1/250	Jan-75	1/100	1/100	1/350
PARKING PROVIDED	228	37	98	170	18	20	30	27	90	26	33	230
LAND AREA (AC)	4.204	0.94	2.84	2.89	1.33	1.02	0.89	0.95	1.73	0.9	1.04	5.854
LAND AREA (SF)	183,126	40,946	123,710	158,888	57,935	44,431	38,768	41,382	75,359	39,204	45,602	255,036
IMPERVIOUS AREA	166,893	35,856	75,154	113,850	41,200	32,000	31,000	31,489	58,284	30,926	35,401	181,623
HANDICAP REQUIRED	7	2	4	6	1	1	2	2	4	2	2	7
VAN HANDICAP PROVIDED	5	1	2	2	0	1	1	1	1	1	1	2
TOTAL HANDICAP PROVIDED	6	2	4	12	4	2	2	2	4	2	2	13
COVERAGE	16.83%	12.21%	8.08%	31.77%	5.34%	4.50%	7.74%	12.08%	8.63%	6.83%	5.52%	23.00%
FLOOR RATIO	0.246	0.12	0.08	0.32	0.05	0.05	0.08	0.12	0.09	0.06	0.06	0.23

PLOTTED BY: LYNN ROWLAND
PLOT DATE: 6/25/2020 11:40 AM
LOCATION: Z:\MARKETING\SHB PROSPER\CADD\EXHIBIT\PSP SITE PLAN.DWG
LAST SAVED: 6/25/2020 9:19 AM

PROSPER TOWN CENTER

CASE # : D20-0051

OWNER:
PROSPER TOWN CENTER I, LP
PO BOX 708
ADDISON, TX 75001
PH: 972.258.4588 CONTACT NAME: JOHN CHARRIS

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

SURVEYOR:
WINDROSE LAND SURVEYING
220 ELM STREET, SUITE #200, P.O. BOX 54
LEWISVILLE, TX 75067
PH: 972.221.9439 CONTACT NAME: JACK BARTON

LEGAL DESCRIPTION:
A PORTION OF SHEET 7, TRACT 186 COLLIN COUNTY SCHOOL LAND #12 SURVEY
8.1937 ACRES
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

CITY:	STATE:	
PROSPER	TEXAS	
COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	COLLIN COUNTY SCHOOL LAND	147

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1105 CHERK SPANGER RD, SUITE #1
COLLEYVILLE, TX 76034
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer MATT MOORE
P.E. No. 98351 Date 6/25/2020

No.	DATE	REVISION	BY

PROSPER TOWN CENTER
NEC 1ST STREET & S PRESTON ROAD
PROSPER, TEXAS

PRELIMINARY SITE PLAN

DESIGN:	LRR
DRAWN:	LRR
CHECKED:	MAM
DATE:	06/25/2020

SHEET
PSP-1

File No. 2016-XXX

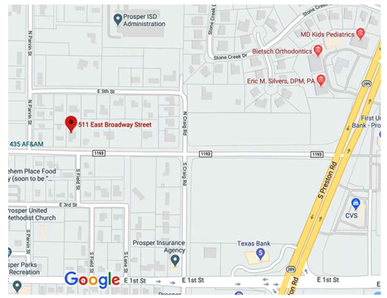
SITE DATA SUMMARY

ADDRESS:	511 E. BROADWAY, TOWN OF PROSPER
ZONING:	DTO
PROPOSED USE:	PROFESSIONAL OFFICE
LOT AREA:	18,073 S.F.
BUILDING AREA:	2,726 S.F.
BUILDING HEIGHT:	ONE STORY
LOT COVERAGE:	15% (TOTAL BUILD. AREA 2,726 SF)
LOT COVERAGE:	15% (TOTAL BUILD. AREA 2,726 SF)
FLOOR AREA RATIO:	15:1
PARKING REQUIRED:	1/350 SF OF BUILDING 2726/350=8
PARKING PROVIDED:	10 (10 ALLOWED IN DTO)
HANDICAPPED PARKING REQUIRED:	1
HANDICAPPED PARKING PROVIDED:	1
INTERIOR LANDSCAPE REQUIRED:	200
INTERIOR LANDSCAPE PROVIDED:	364
S.F. IMPERVIOUS SPACE:	7,025 SF
OPEN SPACE REQUIRED:	492SF (7% OF NET LOT AREA)
OPEN SPACE PROVIDED:	11,448SF

1. ACCORDING TO FLOOD MAPS DATED JUNE 2, 2008 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN THE ZONE "X" AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.
2. THE APPROVAL OF THE SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL OF THE PLANNING AND ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN FOR THE PROPERTY IS NULL AND VOID.
3. GARBAGE TOTES TO BE STORED IN REAR YARD BEHIND NEW FENCE.

TOWN OF PROSPER SITE PLAN GENERAL NOTES

1) Dumpsters and trash compactors shall be screened in accordance with the Zoning Ordinance.
2) Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
3) Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Ordinance.
4) Landscaping shall conform to landscape plans approved by the Town.
5) All elevations shall comply with the standards contained within the Zoning Ordinance.
6) Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
7) Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
8) Two points of access shall be maintained for the property at all times.
9) Speed bumps/humps are not permitted within a fire lane.
10) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
11) All signage is subject to Building Official approval.
12) All fences and retaining walls shall be shown on the Site Plan and are subject to Building Official approval.
13) All exterior building materials are subject to Building Official approval and shall conform to the approved façade plan.
14) Sidewalks of not less than six (6') feet in width along thoroughfares and collectors and five (5') 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 undergrour
18) All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
19) All landscape easement must be exclusive of all other easements.
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 and/or finish-out permit may result in additional impact fees and/or parking requirements.



LOCATION MAP

NORTH

GARY PAUL BACZKOWSKI
INST. NO.
20080811000971930

CHRISTINA BLYTHE
INST. NO.
20121218001610110

N 00° 44' 45" W 180.35

E. BROADWAY STREET
50' R.O.W

N 89° 39' 10" W 80.21'

GAS METER
HVAC COND. UNIT
ELECTRIC METER
6' BRD ON BRD WOOD FENCE MECHANICAL SCREEN
GM
EXPANSION JOINT
20'-0"
EXISTING DRIVE TO REMAIN
R5'-0"
15' LANDSCAPE EASEMENT
VERIFY LOCATION OF TREES
25' BUILDING SETBACK
R20'-0"
EXISTING BUILDING
2726 S.F.
LOT 8
PHASE 1
VOL. 1311
PAGE 899
COLLIN CO. RECORDS
5'-0"
R40'-0"
VERIFY LOCATION OF TREES
S 89° 22' 50" W 19.80'
PLACE OF BEGINNING
(CM)
5' LANDSCAPE SETBACK
5' LANDSCAPE SETBACK
GARBAGE CANISTERS
R5'-0"
10'-5"
20'-0"
24'-0"
741.74
741.67
741.89
PLANTING
64'-0"
5'-8 3/4"
9'-0"
10'-0"
8'-10"
6'-0"
WM
WATER METER
6' BRD ON BRD WOOD FENCE
15' WATERLINE EASEMENT
N 89° 51' 55" E 100.00'
TIMOTHY S. HARDY AND SPOUSE, ROBIN A. HARDY VOL. 4572, PG. 2427
5' BACK OF CURB
5' LANDSCAPE SETBACK
5' BACK OF CURB
S 00° 40' 44" E 180.86'
1/2" IRF FOR REFERENCE
S 05°58'09" W - 0.48'
DAVID C. HAMBY
INST. NO.
20070102000003930

R&R ESTATES
CAB. L PG. 840

01 SITE PLAN
SCALE: 1/8"=1'-0"
0 1 2 4 8 16
NORTH

Signature Architects
Lindy Ballew
1224 Shell Beach Drive Dallas, TX 75068
(214) 478-1793

OWNER
Lifelong Properties
PO Box 85
Town of Prosper
75078
(469)223-0096

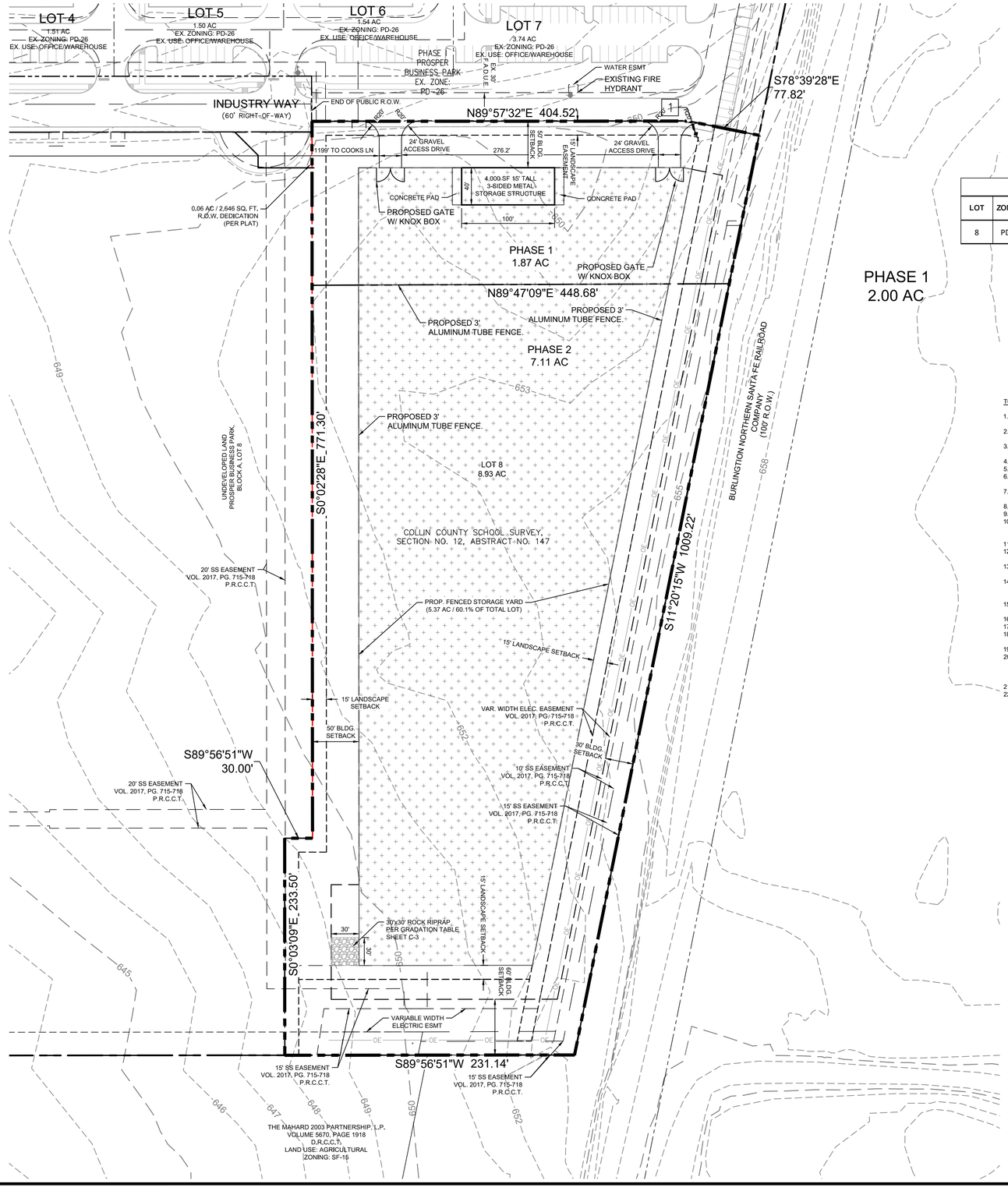
OFFICE BUILDING
511 E. BROADWAY

THE TOWN OF PROSPER, TEXAS

Project No.:	2001
Date:	06/23/20
Issue:	PERMIT
Drawn By:	LB
Checked By:	LB
Revisions:	

SHEET
SITE PLAN

TOWN PROJECT NO.
CASE NUMBER
D20-0048

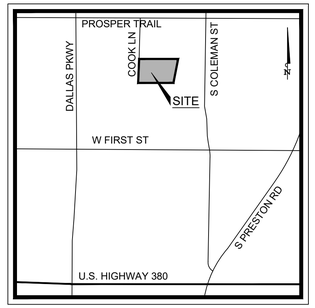




GRAPHIC SCALE

60 0 30 60 120

1 inch = 60 ft.



VICINITY MAP
N.T.S.

SITE DATA SUMMARY						
LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	OPEN SPACE REQ. (7% SITE AREA), SQ. FT.	OPEN SPACE PROV. (SQ. FT.)
8	PD-26	STORAGE YARD	8.93	388,955	27,227	349,322

LEGEND	
	PROPERTY LINE
	EASEMENT/SETBACK (AS NOTED)
	PROPOSED FLEXBASE PAVEMENT

WATER METER SCHEDULE				
I.D.	TYPE	SIZE	NO.	SANITARY SEWER
1	IRRIGATION	1"	1	N/A

TOWN OF PROSPER SITE PLAN GENERAL NOTES:

1. DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3. OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
4. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
5. ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
6. BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
7. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
8. TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
9. SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
10. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
11. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
12. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
13. ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
14. SIDEWALKS OF NOT LESS THAN SIX (6') FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5') 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 CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
21. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
22. THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.

FLOODPLAIN NOTE

NO PORTION OF THIS TRACT LIES WITHIN A 100-YEAR FLOOD PLAIN, OR IN A FLOOD HAZARD AREA ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 48085C0235J, WITH EFFECTIVE DATE OF JUNE 2, 2009

PROSPER BUSINESS PARK

CASE #: D20-0062

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

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

LEGAL DESCRIPTION:

LOT 8, PROSPER BUSINESS PARK
AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NUMBER 147, COLLIN COUNTY TEXAS

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

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOORENG.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: MATT MOORE
P.E. No. 98351 Date: 5/22/2020

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

No.	DATE	REVISION	BY

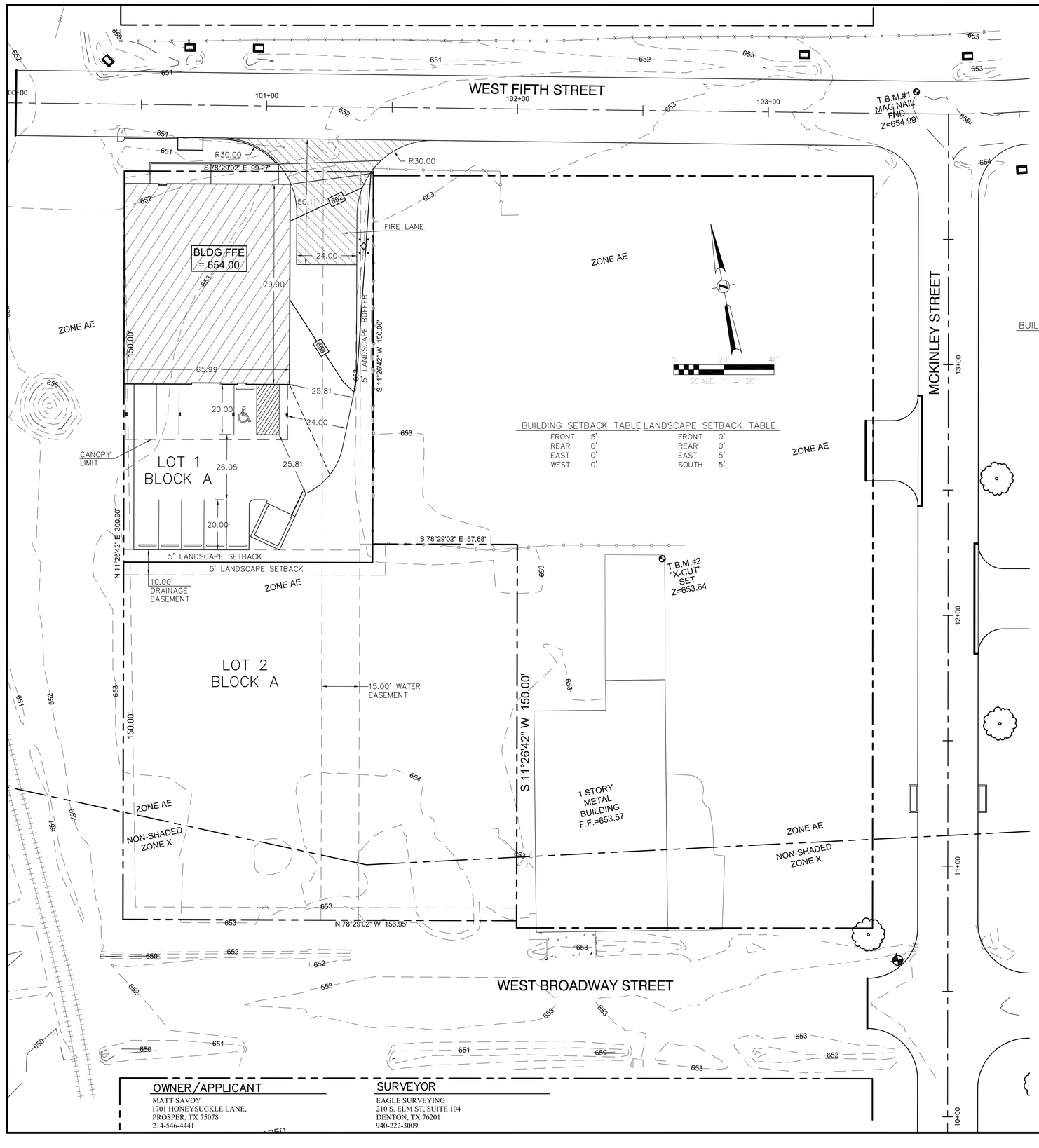
SITE PLAN

DESIGN:	HCV
DRAWN:	HCV
CHECKED:	MAM
DATE:	6/22/2020

SHEET
SP-1

File No. 2018-120

PLOTTED BY: DREW DONOSKY
PLOT DATE: 6/22/2020 3:27 PM
LOCATION: Z:\PROJECTS\PROJECTS\2018-120 CROSSLAND PROSPER COOKS\CADD\SHEETS\LOT 12\SP-1 PRELIMINARY SITE PLAN.DWG
LAST SAVED: 6/22/2020 3:17 PM



SITE DATA SUMMARY TABLE

EXISTING ZONING	DTC – DOWNTOWN COMMERICAL
PROPOSED USE	WAREHOUSE/OFFICE
LOT 1 AREA	15,631 SF (0.359 ACRES GROSS)
	15,479 SF (0.355 ACRE NET)
BUILDING AREA 1	5,272 SF NEW BLDG
NEW BUILDING HEIGHT	25' (2 STORY)
LOT COVERAGE LOT 1	33.1% (5,272 SF/ 15,479 SF)
PARKING REQUIRED LOT 1	NEW REQUIRED (1: 350 OFFICE (4,126sf),
	1 PER 1000 WAREHOUSE (3,161sf)
	15 REQUIRED
	50% REDUCTION ALLOWANCE FOR DTC
	8 REQUIRED AFTER REDUCTION
PARKING PROVIDED LOT 1	8 PROVIDED
HANDICAP REQUIRED	1 REQUIRED
HANDICAP PROVIDED	1 PROVIDED
IMPERVIOUS SURFACE	12,616 SF (0.289 ACRES) LOT 1
OPEN SPACE REQUIRED	7.00% OF NET LOT
	1,032 SF LOT 1
OPEN SPACE PROVIDED	17.3% (2,679 SF) OF LOT 1
DUMPSTER ENCLOSURE	
PROPOSED	1 PER LOT
BUILDING SQUARE FOOTAGES	
SLAB AREA	SQ FT.
COVERED PORCH	48 SF
OFFICES	4,126 SF
SIDE PORCH	28 SF
WAREHOUSE	3,161 SF

BUILDING SETBACK TABLE		LANDSCAPE SETBACK TABLE	
FRONT	5'	FRONT	0'
REAR	0'	REAR	5'
EAST	0'	EAST	5'
WEST	0'	WEST	0'

BUILDING SETBACK TABLE		LANDSCAPE SETBACK TABLE	
FRONT	5'	FRONT	0'
REAR	0'	REAR	0'
EAST	0'	EAST	5'
WEST	0'	SOUTH	5'

UTILITY TABLE

LOT 1
5/8" DOMESTIC WATER METER
5/8" IRRIGATION METER
6" SEWER SERVICE

GENERAL SITE PLAN NOTES

1. ALL PARKING SPACES SHOWN ARE 9' WIDE BY 20' DEEP, HANDICAP INCLUDED. ALL PARALLEL PARKING SPACES ARE 8' WIDE BY 22' LONG
2. CONNECT WATER AND SEWER SERVICE TO PROPOSED WATER AND SEWER STUB OUTS PER THESE PLANS

SITE DIMENSION CONTROL NOTES

1. ALL RADII ARE 1.5' BACK OF CURB UNLESS OTHERWISE NOTED ON THE PLAN.
2. ALL DIMENSIONS ARE TO THE BUILDING ENVELOPE, EDGE OF PAVING OR BACK OF CURB



VICINITY MAP
SCALE 1" =2000'

LEGEND

	PROPERTY LINE
	OLD TOWN PAVING
1020	EXISTING CONTOURS
	PROPOSED CURB
	FUTURE CURB
715	PROPOSED CONTOUR
SS	SANITARY SEWER LINE
W	WATER LINE
OHE	OVERHEAD ELECTRIC LINE
	STREET CENTER LINE
FFE	FINISH FLOOR ELEVATION
FC	FACE OF CURB
BC	BACK TOP OF CURB
EP	EX. EDGE OF PAVEMENT
FG	FINISHED GRADE
TW	TOP OF WALL
BW	BOTTOM OF WALL
1.2%	VALLEY SLOPE
	PROPOSED FIRE HYDRANTS
	POWER POLE & GUY WIRE
AC	AIR CONDITIONING UNIT
W	EX. WATER METER
C	EX. SEWER CLEANOUT

TOWN OF PROSPER SITE PLAN NOTES

1. DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.
3. OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE COMPREHENSIVE ZONING ORDINANCE AND SUBDIVISION REGULATION ORDINANCE.
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7. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
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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 PLANNING DIRECTOR APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
14. SIDEWALKS OF NOT LESS THAN SIX (6') FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5') 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 TOWN ENGINEER.
16. SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
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TOWN OF PROSPER CASE # D19-0025

OWNER/APPLICANT
MATT SAVOY
1701 HONEYSUCKLE LANE,
PROSPER, TX 75078
214-546-4441

SURVEYOR
EAGLE SURVEYING
210 S. ELM ST, SUITE 104
DENTON, TX 76201
940-222-3009

SOLI DEO GLORIA

#	REVISION	DATE

SITE PLAN

PETRA SOLID CONSTRUCTION INC.
1604 J AVENUE
PLANO, TEXAS 75074
MATT SAVOY (214-546-4441)

WEST END PROJECT

491 WEST 5TH STREET ST
PROSPER, TX

MOBIUS DESIGN, LLC
FIRM #10820

STATE OF TEXAS
IAN NORFOLK
93550
REGISTERED PROFESSIONAL ENGINEER

DATE:

JOB NUMBER: 2018-006
ISSUED: JUNE 16, 2020
SCALE: 1"= 20 FEET

SHEET
C-1.0

FINANCE DEPARTMENT

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Betty Pamplin, Finance Director**

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

Re: **Town Council Meeting – July 14, 2020**

Agenda Item:

Consider all matters incident and related to the issuance and sale of the Town of Prosper, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020, including the adoption of an ordinance authorizing the issuance of such Certificates, appointing a representative of the Town and delegating to the representative certain matters with respect to the sale of the Certificates; establishing parameters for the approval of such delegated matters; approving an Official Statement, a Paying Agent/Registrar Agreement and an engagement letter of bond counsel; ordering the levy of an annual ad valorem tax for the payment of the Certificates; and enacting other provisions relating to the issuance and sale of the Certificates. **(BP)**

Description of Agenda Item:

On May 12, 2020, the Town Council approved a resolution directing staff to publish notice of the Town's intent to issue a maximum of $12,500,000 Town of Prosper Combination Tax and Surplus Revenue Certificates of Obligation. Proceeds from the sale of the Certificates will be used to fund the planned capital projects:

- Construction and design of roadway and intersection improvements ($12,040,000);
- Construction and design of park and trail improvements ($347,000);
- Paying the costs of issuing the Certificates ($113,000).

The Town has historically sold debt through a competitive sale on the Tuesday morning of a Town Council meeting and then completed the sale with Town Council approval that evening. Due to the challenging circumstances in the current year (uncertain market conditions and changes in State Law relating to the tax rate limitations) it is recommended that a new sale procedure be implemented. The attached ordinance would authorize the issuance of the Certificates and delegate to the Town Manager the final pricing within 90 days that meets the following conditions:

- Issue the certificates through a competitive or negotiated sale;
- for an amount not to exceed $12,500,000;
- at a maximum interest rate of 4.5%;

- with a final maturity of August 15, 2040.

It is anticipated that the sale of the Certificates will occur the last week of July after receipt of the 2020 certified taxable values for the Town.

Budget Impact:

The debt service payments for the Certificates of Obligation will be funded from the Debt Service Fund.

Legal Obligations and Review:

Dan Culver of McCall, Parkhurst and Horton, the Town's bond counsel, prepared the attached Ordinance.

Attached Documents:

1. Ordinance authorizing the issuance and sale of the Town of Prosper, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020.

Town Staff Recommendation:

Town staff recommends adoption of an ordinance authorizing the issuance and sale of the Town of Prosper, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020 and approving all other matters incident thereto.

Proposed Motion:

I move to adopt an ordinance authorizing the issuance and sale of the Town of Prosper, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020 and approving all other matters incident thereto.

ORDINANCE

of the

TOWN OF PROSPER, TEXAS

AUTHORIZING THE ISSUANCE OF

TOWN OF PROSPER, TEXAS
COMBINATION TAX AND SURPLUS REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2020

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Section 20. Remedies for Default 30

Section 21. Remedies Not Exclusive 30

AN ORDINANCE CONSIDERING ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF UP TO $12,500,000 IN PRINCIPAL AMOUNT OF "TOWN OF PROSPER COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020"; AUTHORIZING THE ISSUANCE OF THE CERTIFICATES; DELEGATING THE AUTHORITY TO CERTAIN TOWN OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE CERTIFICATES; APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING TO SAID CERTIFICATES; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; ENGAGING BOND COUNSEL; AND PROVIDING AN EFFECTIVE DATE

THE STATE OF TEXAS §
COLLIN AND DENTON COUNTIES §
TOWN OF PROSPER §

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount of up to $12,500,000 for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, Subchapter B, Chapter 1502, Texas Government Code and Chapter 1371, Texas Government Code; and

WHEREAS, the Town Council has heretofore passed a resolution authorizing and directing the Town Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been duly published in a newspaper of general circulation in said Issuer, said newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code, and posted to the Issuer's Internet website, all in timing and manner provided in Section 271.049, Texas Local Government Code ; and

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, the Issuer is an "issuer" within the meaning of Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least $100 million in outstanding long term indebtedness, in long term indebtedness proposed to be issued, or in a combination of outstanding or proposed long term indebtedness and (ii) some amount of long term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code Chapter 551;

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

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE CERTIFICATES.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The Certificates of the Issuer are hereby authorized to be issued and delivered in one or more series in the maximum aggregate principal amount hereinafter set forth for the public purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with: (i) constructing, improving, extending, expanding, upgrading and developing streets and roads and intersections, including utility relocation, landscaping, sidewalks, traffic safety and operational improvements and the purchase of any necessary right-of-way and other related costs; (ii) constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities, including fields, trails, utility relocation, landscaping, sidewalks and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs; and (iii) paying legal, fiscal, engineering and architectural fees in connection with such projects.

(c) Unless otherwise provided in the Pricing Certificate, each certificate issued pursuant to this Ordinance shall be designated: "TOWN OF PROSPER, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2020," and initially there shall be issued, sold, and delivered hereunder fully registered Certificates, without interest coupons, payable to the respective registered owners thereof (with the initial certificates being made payable to the initial purchaser as described in Section 12 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DEFINITION. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following term shall have the meaning specified below:

"Certificates" means and includes collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other

substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1371.053, Texas Government Code, as amended, the Town Manager of the Issuer is hereby authorized to act on behalf of the Issuer in selling and delivering the Certificates (such officer shall be hereinafter referred to as, and shall for all purposes be, the "Pricing Officer") and carrying out the other procedures specified in this Ordinance, including, determining (i) whether the Certificates shall be issued in one or more series or subseries, (ii) whether Certificates of different series shall be issued concurrently or at different times within the delegation period provided herein, (iii) the date of the Certificates, (iv) any additional or different designation or title by which the Certificates shall be known, (v) the price at which the Certificates will be sold, (vi) the principal amount to mature in each year, (vii) the years in which the Certificates will mature, (viii) the rate of interest to be borne by each such maturity, (ix) the interest payment and record dates, (x) the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, (xi) whether if the Certificates qualify as "Qualified Tax-Exempt Obligations" for purposes of Section 265(b), Internal Revenue Code, whether they shall be so designated, (xii) limiting the types of securities and obligations that may be used as Defeasance Securities and all other matters relating to the issuance, sale, and delivery of the Certificates, and (xiii) all other matters relating to the issuance, sale, and delivery of the Certificates, including, without limitation, procuring municipal bond insurance (if it is determined that such insurance would be financially desirable and advantageous), and approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect thereto, all of which shall be specified in the Pricing Certificate. The delegations made hereby shall expire if not exercised by the Pricing Officer on or prior to the ninetieth (90th) day following the adoption of this Ordinance. The delegations made hereby are subject to the following parameters:

(i) the aggregate original principal amount of such Certificates shall not exceed $12,500,000;

(ii) the maximum true interest cost shall not exceed 4.5%; and

(iii) the final maturity shall not be longer than August 15, 2040.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The Certificates shall be sold at such price, with and subject to such terms as set forth in the Pricing Certificate. In the event that the Pricing Officer determines to sell more than one series of Certificates, the parameters set forth in (a) shall apply to each series, provided the that Pricing Officer shall not sell an amount of Certificates for the purposes provided in Subsection (a) above that exceed the aggregate amount authorized by Subsection (a)(i) above.

(c) The Certificates of one or more series may be issued as Current Interest Certificates or Capital Appreciation Certificates, or a combination thereof, as set forth in the Pricing Certificate. The Certificates of one or more series may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If any Certificates are sold by private placement, the Pricing Certificate shall so state, and the Pricing Certificate may make changes to this Ordinance to effect such private placement, including the provisions hereof that pertain to the book-entry-only procedures (including eliminating the book-entry-only system of registrations, payment and transfers) and to the provisions of Section 15 hereof relating to the Rule 15c2-12 undertaking (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information). In addition, if all or part of the Certificates are sold in a series with respect to which the interest on the Certificates of such series is not exempt from federal income taxation, the Pricing Certificate shall so state, and the Pricing Certificate may make changes to this Ordinance to effect such taxable issuance, including, specifically providing that the covenants of Section 11 hereof shall not be applicable to such series.

(d) In the event any of the Certificates are issued as Capital Appreciation Certificates, the Pricing Certificate shall have attached thereto a schedule which sets forth the rounded original principal amounts at the Issuance Date for the Capital Appreciation Certificates and the Compounded Amounts thereof (per $5,000 payment at maturity), including the initial premium, if any, as of each date and commencing on the date set forth in such schedule. Reference shall be made to such schedule, which shall set forth the rounded original principal amounts at the issuance date for the Capital Appreciation Certificates and the Compounded Amounts thereof (per $5,000 payment at maturity), including the initial premium, if any, as of each February 15 and August 15, commencing on the first February 15 or August 15 following the issuance date, and continuing until the final maturity of the Premium Capital Appreciation Certificates. The Compounded Amount with respect to any date other than a February 15 or August 15 is the amount set forth on such schedule, as the case may be, plus the portion of the difference between such amount and the amount set forth on the schedule with respect to the next succeeding February 15 or August 15, as the case may be, that the number of days (based on 30-day months) from such last preceding February 15 or August 15, as the case may be, to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding February 15 or August 15, as the case may be, to the next succeeding February 15 or August 15, as the case may be.

(e) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Council hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Certificates set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 4. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the designated office of the bank named in the Pricing Certificate as the paying

agent/registrar for the Certificates (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(b) Authentication. Except as provided in Section 4(e) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record

Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 50 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(f) Book-Entry Only System. Unless the Certificates are sold by private placement, the Certificates issued in exchange for the Certificates initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (g) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(g) Successor Securities Depository; Transfers Outside Book-Entry Only System. If the Certificates are subject to the DTC book-entry system, and in the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities

depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(i) Cancellation of Initial Certificates. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in the Pricing Certificate or its designee, executed by manual or facsimile signature of the Mayor (or in the absence thereof, by the Mayor Pro-tem) and Town Secretary of the Issuer, approved by the Attorney General of Texas, and registered and signed manually, by facsimile, electronically or otherwise by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Comptroller or the Paying Agent/Registrar (whichever entity has custody of the initial Certificate) shall cancel the initial Certificate. Thereupon, the Paying Agent/Registrar shall deliver to DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Section 5. FORM OF CERTIFICATES. The forms of the Certificates, including form of the initial Certificate, the form of Paying Agent/Registrar's Authentication Certificate, the form of

Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The FORM OF CERTIFICATE shall be completed with information set forth in the Pricing Certificate and shall be attached to the Pricing Certificate as an exhibit thereto.

(a) Form of Certificate.

CERTIFICATE R-__	UNITED STATES OF AMERICA STATE OF TEXAS TOWN OF PROSPER, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION SERIES 2020	PRINCIPAL AMOUNT $_____

INTEREST RATE	DATE OF INITIAL DELIVERY OF CERTIFICATES	MATURITY DATE	CUSIP NO.
___%	_____, 2020	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the TOWN OF PROSPER, in Collin and Denton Counties, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, and to pay interest thereon from the Date of Initial Delivery of Certificates set forth above, on _____ and on each _____and _____thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the designated trust office of _____, in _____, _____, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Certificates (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last day of the month next preceding each such date (the "Record Date"), on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the designated trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for any payment due on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the designated trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a Series of Certificates dated as of _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____, for the public purpose of paying all or a portion of the Issuer's contractual

obligations incurred in connection with: (i) constructing, improving, extending, expanding, upgrading and developing streets and roads and intersections, including utility relocation, landscaping, sidewalks, traffic safety and operational improvements and the purchase of any necessary right-of-way and other related costs; (ii) constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities, including fields, trails, utility relocation, landscaping, sidewalks and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs; and (iii) paying legal, fiscal, engineering and architectural fees in connection with such projects.

THE CERTIFICATES OF THIS SERIES maturing on _____ in the years _____ are subject to mandatory redemption prior to maturity in part at random, by lot or other customary method selected by the Paying Agent/Registrar, at par plus accrued interest to the redemption date, and without premium, with funds on deposit in the Interest and Sinking Fund. Such Certificates shall be redeemed by the Paying Agent/Registrar on _____ in each of the years and in the principal amounts, respectively, as are set forth in the following schedule:

Certificates Maturing _____, _____		Certificates Maturing _____, _____		Certificates Maturing _____, _____	
Year	Principal Amount	Year	Principal Amount	Year	Principal Amount

(1) Final maturity of Certificate.

The principal amount of the Certificates required to be redeemed pursuant to the operation of such mandatory sinking fund shall be reduced by the principal amount of any Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been purchased by the Issuer and delivered to the Paying Agent/Registrar for cancellation or (ii) redeemed pursuant to the optional redemption provision described below and not theretofore credited against a mandatory sinking fund requirement.

IN ADDITION TO THE FOREGOING MANDATORY REDEMPTION, the Certificates of this series maturing on and after _____ may be redeemed prior to their scheduled maturities on any date on or after _____, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Current Interest Certificate to be redeemed at its address as it appeared on the day such notice of redemption is mailed and to major securities depositories, national certificate rating agencies and certificate information services; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered Certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or

exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Certificates (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the revenues of the Issuer's combined Waterworks and Sewer Systems remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, the Mayor Pro-tem) and countersigned with the manual or facsimile signature of the Town Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

_____ _____

Town Secretary Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Date of authentication: _____.

_____,
_____, _____
Paying Agent/Registrar

By_____
Authorized Signatory

(c) Form of Assignment:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

Please insert Social Security or Taxpayer Identification Number of Transferee

_____

Please print or typewrite name and address, including zip code of Transferee

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

_____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Insertions for the initial Certificate.

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

(A) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(B) the first paragraph shall be deleted and the following will be inserted:

"THE TOWN OF PROSPER (the "Issuer"), being a political subdivision located in Collin and Denton Counties, Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the dates, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Dates	Principal Installments	Interest Rates

(Information for the Certificates from the Pricing Certificate to be inserted.)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____ at the respective Interest Rate per annum specified above. Interest is payable from the Date of Initial Delivery of Certificates shown above on _____, and on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

(C) The initial Certificate shall be numbered "T-1".

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of the Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. All amounts received from the sale of the Certificates as accrued interest and ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer, for each year while any of the Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad

valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 7. SURPLUS REVENUES. The Certificates are additionally secured by and payable from a pledge of the revenues of the Issuer's combined Waterworks and Sewer Systems remaining after payment of all operation and maintenance expenses thereof (the "Net Revenues"), and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of the Net Revenues of the Issuer's Waterworks and Sewer Systems, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund. The Issuer reserves the right, without condition or limitation, to issue other obligations secured in whole or in part by a parity lien on and pledge of the Surplus Revenues, for any purpose permitted by law.

Section 8. DEFEASANCE OF CERTIFICATES.

(a) Defeasance. Any Certificate and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction

with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the Registered Owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Investment and Disposition of Funds. Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) Defeasance Securities. The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Paying Agent/Registrar Services. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) Selection of Defeased Certificates. In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 4(b) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL OPINION; ENGAGEMENT OF BOND COUNSEL; USE OF CUSIP NUMBERS; CONTINGENT INSURANCE PROVISION, IF OBTAINED; ATTORNEY GENERAL FILING FEE; APPROPRIATION.

(a) The Mayor, Town Manager, Finance Director, Executive Director of Administrative Services, Town Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver

in the name and under the corporate seal and on behalf of the Issuer the Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented to the Council at the meeting at which this Ordinance was adopted and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Letter of Representations, the Certificates, the sale of the Certificates and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the initial purchasers to accept delivery of the Certificates is subject to the initial purchasers being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchasers. The execution and delivery of a professional services agreement between the Issuer and McCall, Parkhurst & Horton L.L.P. with respect to services as bond counsel to the Issuer, is hereby authorized in such form as may be approved by the Mayor or City Manager, and the Mayor or City Manager is hereby authorized to execute such agreement.

(c) To pay the debt service coming due on the Certificates, if any (as determined by the Pricing Certificate) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

(d) In accordance with the provisions of Section 1202.004, Tex. Gov't Code Ann., in connection with the submission of the Certificates by the Attorney General of Texas for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Certificate, subject to a minimum of $750 and a maximum of $9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Certificates. The Issuer hereby authorizes and directs that a check, wire transfer or other form of payment acceptable to the Attorney General, and in the amount of the Attorney General filing fee for the Certificates, be promptly provided for payment to the Attorney General in connection with his review of the Certificates.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. Subject to the determination of the Pricing Officer, as set forth in the Pricing Certificate as to the treatment of the Certificates pursuant to the Code, the Issuer makes the following covenants with respect to the Certificates.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which

is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding certificate, for a period of 90 days or less until such proceeds are needed for the purpose for which the certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior certificates to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded certificates or bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or City Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificate, or (2) the date the Certificate is retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificate. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property financed with the proceeds of the Certificates in accordance with the Election, as described in the recitals to this Ordinance will not be sold or otherwise disposed of in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 12. SALE OF CERTIFICATES; OFFICIAL STATEMENT.

(a) The Certificates shall be sold and delivered subject to the provisions of Sections 1 and 3 and pursuant to the terms and provisions of a certificate purchase agreement, notice of sale and bidding instructions or private placement agreement (collectively, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (collectively, the "Purchaser") of the Certificates shall be designated. The Certificates shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to the Certificates to be used by the Underwriters in the marketing of the Certificates.

Section 13. CONTINUED PERFECTION OF SECURITY INTEREST. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the ad valorem taxes granted by the Issuer under Section 6 of this Ordinance and the pledge of the Surplus Revenues under Section 7 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under Section 6 of this Ordinance or the pledge of the Surplus Revenues under Section 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledges, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledges to occur.

Section 14. COMPLIANCE WITH RULE 15c2-12.

(a) If the Certificates of a series are sold by public offering, and are subject to the Rule (as defined below), the following provisions shall apply:

(i) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Council.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(ii) Annual Reports. (A) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data (the "Annual Operating Report") with respect to the Issuer of the general type included in the final Official Statement authorized by this Ordinance, being the information described in the Pricing Certificate. The Issuer will additionally provide financial statements of the Issuer (the "Financial Statements"), that will be (i) prepared in accordance with the accounting principles described in the Pricing Certificate or such other accounting principles as the Issuer may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in the final Official Statement

and (ii) audited, if the Issuer commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2020. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the Issuer shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

(B) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(iii) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (iii)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide the Annual Operating Report or Financial Statements in accordance with subsection (ii) of this Section by the time required by subsection (ii).

(iv) Limitations, Disclaimers, and Amendments. (A) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Certificates no longer to be outstanding.

(B) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(C) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(D) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(E) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

(b) If the Certificates of a series are sold by private placement, the Pricing Officer may agree to provide for an undertaking in accordance with the Rule or may agree to provide other public information to the purchaser as may be necessary for the sale of the Certificates on the most favorable terms to the Issuer.

Section 15. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) Amendment without Consent of Registered Owners. The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Amendment with Consent of Registered Owners. Except as provided in paragraph (a) above, the Registered Owners of a majority in aggregate principal amount and maturity amount (if applicable) of the Certificates then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount and maturity amount (if applicable) of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, or maturity amount (if applicable), payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount or maturity amount (if applicable) of the Certificates necessary for consent to such amendment.

(c) Notice of Amendment. If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall deliver to each Registered Owner of the affected Certificates a copy of the proposed amendment.

(d) Receipt of Consent to Amendment. Whenever at any time within one year from the date of giving of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and

which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Effect of Amendment. Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Duration of Revocation of Consent. Any consent given by the Registered Owner of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners the required amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) Reliance on Registration Certificates. For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the Registration Books kept by the Paying Agent/Registrar.

Section 16. INVESTMENTS; SECURITY FOR FUNDS.

(a) Investment Earnings. Interest earnings derived from the investment of proceeds from the sale of the Certificates issued to finance costs of the projects approved at the Election shall be used for the purposes for which such Certificates are issued as set forth in Section 1 hereof; provided that after completion of such purposes, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage certificates shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) Authorized Investments. The Issuer may place proceeds of the Certificates issued to finance costs of the projects approved at the Election (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of such Certificates will be used as soon as practicable for the purposes for which such Certificates are issued.

(c) Security for Funds. All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 17. GOVERNING LAW. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 18. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 19. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

Section 20. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

Section 21. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or councilmembers of the Issuer or the Council.

TOWN OF PROSPER

Prosper is a place where everyone matters.

DEVELOPMENT SERVICES

To: **Mayor and Town Council**

From: **John Webb, AICP, Director of Development Services**

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

Re: **Town Council Meeting – July 14, 2020**

Agenda Item:

Discussion on Thoroughfare Screening.

Description of Agenda Item:

The purpose of this discussion item is to identify recent deviations from the required open thoroughfare screening requirements, noise complaints, and possible amendments to the Subdivision Ordinance. In the DFW area, residential subdivisions, which back to collectors or thoroughfares, implement a variety of screening methods.

1. Traditional wooden fences, either individually owned and maintained by the owner of the lot or owned and maintained by the HOA as pictured below:



2. Masonry walls with various levels of landscaping, owned and maintained by the HOA as pictured below:



3. Open ornamental fencing with landscaping as pictured below:



In May, 2009, a Visioning Committee, which consisted of members from the Town Council, Planning & Zoning Commission, and Parks and Recreation Board, met to discuss topics regarding gateway enhancement, median landscaping, thoroughfare screening, and park signage. Upon evaluating these topics over the period of seven (7) months, the Visioning Committee directed Town staff to draft an amendment to the Subdivision Ordinance to revise the Town's thoroughfare screening standards.

The thoroughfare screening standard at that time permitted residential developers to choose one of the following two options; 1) provide a 10-foot landscape buffer (15-foot buffer along a collector) with a solid living screen consisting of trees and shrubs, and an ornamental metal fence or 2)

provide a 25-foot landscape buffer with berms, trees and shrubs periodically spaced throughout the buffer. A screening wall or fence was not required but not prohibited.

Following the review of several thoroughfare screening options created by Studio 13, a local Landscape Architectural Design firm, the Visioning Committee recommended a new standard, which required the HOA's of residential subdivisions to own and maintain a minimum 25-foot landscape buffer along the Town's major roadways. The landscape buffer would include a meandering sidewalk, berms, a mix of trees and shrubs, and an ornamental metal fence for the purpose of maintaining the "open feel" along the Town's roadways. The evergreen shrubs were to be maintained at heights of three feet and six feet to provide a visual variety.

In 2012, the desired open feel was further documented in the official Vision Statement in the Comprehensive Plan:

"Prosper is a community committed to excellence. It is a high quality, family oriented community maintaining a visually aesthetic open feel with quality commercial development directed to the Town's major transportation corridors all while maintaining strong fiscal responsibility."

Recently, staff has become aware of residents installing "black meshing" on the ornamental fencing to provide visual screening as pictured below:



The meshing has been installed on lots backing to First Street in Lakes of Cima and Chapel Hill and on lots backing to Prosper Trail in Wildwood Estates. The placement of the meshing became apparent at the onset of COVID-19, when more residents began using the sidewalks and hike and bike trails behind the homes. One (1) homeowner noted they installed the meshing in an attempt to block the spread of the virus by pedestrians on the sidewalk behind her home.

The Subdivision Ordinance requires that masonry walls, wood fences, solid metal fences, or any other type of solid fencing shall not be constructed parallel to the required ornamental metal fence within the landscape buffer or on an adjacent lot, within a distance of 25 feet from the ornamental metal fence.

As pictured below, the Subdivision Ordinance does not prohibit a homeowner installing evergreen shrubs on their side of the open fencing. This works well when the subject lot is at the same grade

of the HOA landscape buffer. But in some instances, as in the case of the Lakes of Cima adjacent to First Street, some homes are significantly below the grade of the adjacent HOA landscape buffer which would require shrubs of 9'+ tall to provide visual screening.



Town staff has also received requests from homeowners, whose lots back to thoroughfares, to assist in reducing the noise from the vehicles on the thoroughfares. Any type of six-foot high subdivision screening wall or fence is not intended to significantly reduce noise. In a residential environment, noise reduction is better achieved with distance and landscaping. When the Visioning Committee was evaluating thoroughfare screening options, a minimum landscape buffer width of 40 feet was considered.

Options for consideration, with each requiring a formal amendment to the Subdivision Ordinance:

1. Permit homeowners to install their own solid fencing material on their side of the ornamental fencing. Any material attached to ornamental fencing requires approval of the HOA, since the fence is owned and maintained by the HOA.
2. Permit the HOA's to replace the ornamental fencing with solid wood fences or masonry walls.
3. Permit all evergreen shrubs to obtain a height of six feet adjacent to the ornamental fencing.
4. Require minimum 40-foot wide landscape buffers with additional landscaping adjacent to minor and major thoroughfares in future subdivisions.

Town Staff Recommendation:

Town staff desires to receive feedback from the Town Council.