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 26, 2022
6:15 PM

Notice Regarding Public Participation

Welcome to the Prosper Town Council. Individuals may attend the 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/87047432329

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

Enter Meeting ID:870 4743 2329

Addressing the Town Council:

Those wishing to address the Town Council must complete the Public Comment Request Form located on the Town website or in Council Chambers.

If you are attending in person, please submit this form to the Town Secretary prior to the meeting. When called upon, please come to the podium and state your name and address for the record.

If you are attending online/virtually, please submit this form to the Town Secretary prior to 5:00 p.m. on the day of the meeting. Please ensure your full name appears on the screen and you are unmuted so the meeting moderator can recognize you and allow you to speak. The Chat feature is not monitored during the meeting. The Town assumes no responsibility for technical issues that are beyond our control.

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. Recognize the Town Secretary's Office with the Texas Municipal Clerks Achievement of Excellence Award. (MLS)

2. Receive an update from the Town Secretary's Office. (MLS)

3. Receive an update from the Police Department on the recent Active Shooter Training. (DK)

CONSENT AGENDA:

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

4. Consider and act upon the minutes of the June 28, 2022, Town Council meeting. (MLS)

5. Consider and act upon the minutes of the June 28, 2022, Town Council Work Session meeting. (MLS)

6. Consider and act upon the minutes of the July 11, 2022, Town Council Work Session meeting. (MLS)

7. Consider and act upon the minutes of the July 12, 2022, Town Council Budget Work Session meeting. (MLS)

8. Receive the May financial report. (BP)

9. Consider and act upon approving amendments to the Town's Financial Policies. (RBS)

10. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the FM 1461 12-inch Water Line Relocation project. (HW)

11. Consider and act upon authorizing the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement between Garver, LLC., and the Town of Prosper, Texas, related to the design of the First Street (DNT – Coleman) project. (HW)

12. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Lowry Property Advisors, LLC (LPA)., and the Town of Prosper, Texas, related to appraisal services for the First Street (DNT – Coleman) project. (HW)

13. Consider and act upon authorizing the Town Manager to execute a Personal Services Contract between McCarthy Right of Way Partners, LLC., and the Town of Prosper, Texas, related to property acquisition services for the First Street (DNT – Coleman) project. (HW)

14. Consider and act upon approving the purchase of pavement and asset data collection services from Infrastructure Management Services (IMS), through the Texas Local Government Purchasing Cooperative; and authorize the Town Manager to execute documents for the same. (FJ)

15. Consider and act upon awarding CSP No. 2022-01-A to CivicPlus, LLC, for website design and development services, and authorizing the Town Manager to execute same. (RB)

16. Consider and act upon a resolution authorizing the Town Manager to execute an Advance Funding Agreement for the TXDOT Green Ribbon Program Project Landscape Improvements On-System between the Texas Department of Transportation and the Town of Prosper, Texas, related to the Green Ribbon Project along US 380 from Lovers Lane to Mahard Parkway. (PN)

17. Consider and act upon approving the purchase of one (1) Winsted Custom Conference and Emergency Operations Center Table from Ford AV, through the Texas Local Government Purchasing Cooperative. (SB)

18. Consider and act upon the purchase of Fire Hose Nozzles and Fittings for two new fire apparatus (Pumper Engine & Quint) from Metro Fire Apparatus Specialist, Inc. through the Texas Local Government Purchasing Cooperative. (SB)

19. Consider and act upon an ordinance establishing a no parking zone on Prince William Lane from Coleman Street to Highbridge Lane. (HW)

20. Consider and act upon an ordinance establishing a no parking zone on Meadowbrook Boulevard from Coit Road to Foxfield Court. (HW)

21. Consider and act upon an ordinance amending Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zones. (HW)

22. Consider and act upon an ordinance to amend the Zoning Ordinance, Chapter 3, Section 1.3 Schedule of Uses, Chapter 3, Section 1.4 Conditional Development Standards, and Chapter 3, Section 2.2 Definitions, to include “Food Pantry”, in the Agricultural, “A,” zoning district. (MD22-0005). (DS)

23. Consider and act upon a Site Plan and Façade Plan for a Limited Service Hotel, on 1.8± acres, located on the west side of Mahard Parkway, south of Prairie Drive. The property is zoned Planned Development-101 (PD-101). (D22-0031). (DS)

24. Consider and act upon an ordinance to rezone a portion of Planned Development-36, and a portion of Planned Development-63, to Planned Development (PD) for Legacy Gardens, on 121.4± acres, in order to modify the residential development standards, including but not limited to reducing permitted lot sizes, located on the south side of Frontier Parkway, west of Dallas Parkway. (Z20-0019). (DS)

25. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Risland Prosper 221 LLC and the Town of Prosper, Texas, related to the Legacy Gardens development, located on the south side of Frontier Parkway, west of Dallas Parkway. (DS)

26. 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 Plans and Preliminary Site Plans, including Ladera Amenity Center, DISD Middle School, Windsong Vet Clinic, 102 E. Broadway, Gates of Prosper Phase 3, Prosper Counseling, and Star Trail Amenity Center. (DS)

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 Comment Request Form” and present it to the Town Secretary prior to the meeting.

REGULAR AGENDA:

If you wish to address the Council, please fill out a “Public Comment Request Form” and present it to the Town Secretary, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public

hearings will be recognized when the public hearing is opened. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

Items for Individual Consideration:

27. Conduct a public hearing and consider and act upon a request to rezone 5.7± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel. (Z22-0002) (DS)

28. Conduct a public hearing and consider and act upon a request to amend Planned Development-93 (PD-93), on 0.8± acres, located on the southwest corner of Broadway Street and Preston Road, in order to allow for a restaurant with drive-through services. (Z22-0006) (DS)

29. Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a Restaurant with Drive-Through Service, on 1.2± acres, in the Victory at Frontier development. The property is zoned Planned Development-10 & Specific Use Permit 38 (PD-10 & S-38). (S22-0006). (DS)

30. Conduct a public hearing and consider and act upon a request to rezone 42.3± acres from Planned Development-38 (PD-38) to Planned Development-Mixed Use, located on the north side of 380, west of Lakewood Drive, in order to allow for a mixed-use development, including multifamily, hotel, office, retail and related uses. (Z22-0004) (DS)

31. Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, declaring the necessity to acquire certain properties for right-of-way, street easements, water easements, and drainage easements for the construction of the First Street (DNT – Coleman) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. (HW)

32. Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas General Obligation Bonds, Series 2022", including the adoption of an ordinance authorizing the issuance of such bonds and establishing procedures and delegating authority for the sale and delivery of such bonds. (BP)

33. Consider adoption of a resolution directing publication of notice of intention to issue certificates of obligation for the purpose of funding costs associated with the construction of water and wastewater improvements in the Town. (BP)

34. Consider and act upon adopting the Downtown Master Plan. (MM)

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

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 and all matters incident and related thereto.

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

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

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, July 22, 2022, and remained so posted at least 72 hours before said meeting was convened.

_____ _____

Michelle Lewis Sirianni, Town Secretary Date Notice Removed

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

NOTICE

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

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

Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, June 28, 2022

DRAFT

Call to Order/ Roll Call.

The meeting was called to order at 6:15 p.m.

Council Members Present:
Mayor David F. Bristol
Mayor Pro-Tem Jeff Hodges
Deputy Mayor Pro-Tem Craig Andres
Councilmember Marcus E. Ray
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Charles Cotten

Staff Members Present:
Harlan Jefferson, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Robyn Battle, Executive Director of Community Services
Hulon Webb, Engineering Services Director
David Soto, Planning Manager
Betty Pamplin, Finance Director
Leigh Johnson, IT Director
Todd Rice, Communications Manager
Frank Jaromin, Public Works Director
Dan Baker, Parks and Recreation Director
Mary Ann Moon, Economic Development Executive Director
Stuart Blasingame, Fire Chief
Doug Kowalski, Police Chief

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
Mayor Ray Smith led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.
Councilmember Kern made the following announcements:

A special thanks to the Prosper Chamber of Commerce for having the Mayor and Council at their Meet the Council event this morning hosted at The Gin.

The annual Pride in the Sky Independence Day Celebration will take place on Saturday, July 2 at Frontier Park. Festivities begin at 5:00 p.m. and will include live music, Kid Zones, food, games, and fireworks set to music. Come out for a night of celebration and fun.

Join us for the next the Downtown event series on Saturday, July 16 for Fun in the Sun from 3:00 to 6:00 p.m. Come beat the heat and have some fun with water slides, inflatables, games, and fun kid-centered entertainment, topped off with cool summer treats!

Reminder that Town Hall Offices will be closed on Monday, July 4 for the Independence Day Holiday. Due to the holiday, residents whose trash service falls on Monday will be delayed by one day. The special bulk drop off location at Public Works will also be closed on Saturday, July 2.

Presentations.

1. **Presentation of a Proclamation declaring June 28, 2022, as Hayden Hensley Day. (RB)**

   Former Mayor Ray Smith and Mayor Bristol collectively read and presented a Proclamation to Hayden Hensley.

2. **Receive an update from the Fire & Rescue Department. (SB)**

   Chief Blasingame provided an annual update of the Fire and Rescue Department which included accreditations and awards received, Central Fire Station and Fire Station No. 4 projected openings, calls for service, response times, overview of the Fire Marshal's office, and future challenges.

CONSENT AGENDA:

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

3. **Consider and act upon the minutes of the June 14, 2022, Town Council meeting. (MLS)**

4. **Consider and act upon the minutes of the June 22, 2022, Town Council special meeting. (MLS)**

5. **Consider and act upon Resolution 2022-27 to deny the application of Oncor Electric Delivery Company LLC for approval to increase system-wide transmission and distribution rates within the Town. (BP)**

6. **Consider and act upon authorizing the Town Manager to accept the Economic Development Administration Subregional Broadband Assessment and Strategy project grant award from the U.S. Department of Commerce through the State of Texas Economic Development Administration (EDA). (BP)**

7. **Consider and act upon approving the purchase of manhole rehabilitation services from Fuquay, Inc., through the Texas Local Government Purchasing Cooperative; and authorizing the Town Manager to execute documents for the same. (FJ)**

8. **Consider and act upon authorizing the Town Manager to execute a Credit Sales Agreement between Mill Branch LLC, and the Town of Prosper, Texas, related to the construction of Fishtrap Road from Stuber Elementary to the Dallas North Tollway. (HW)**

9. **Consider and act upon authorizing the Town Manager to execute a Mitigation Credit Sales Agreement between Wetlands Management, L.P., and the Town of Prosper, Texas, related to the construction of Fishtrap Road from Stuber Elementary to the Dallas North Tollway. (HW)**

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10. **Consider and act upon Resolution 2022-33 adopting the Collin County Hazard Mitigation Action Plan (HazMAP) dated June 6, 2022. (SB)**

11. **Consider and act upon Ordinance 2022-29 to rezone 0.2± acre from Single Family-15 (SF-15) to Planned Development-Downtown Single Family (PD), located on the north side of Third Street, east of Coleman Street. (Z22-0009). (DS)**

12. **Consider and act upon Ordinance 2022-30 amending Planned Development-69 (PD-69), on 71.0± acres, generally to modify the allowed uses and landscape standards, located on the southeast corner of Dallas Parkway and Frontier Parkway. (Z22-0007). (DS)**

13. **Consider and act upon Ordinance 2022-20 amending Planned Development-94 (PD-94), for the Westside Development, on 64.5± acres, northeast corner of US 380 and FM 1385, regarding hotel uses and development standards. (Z22-0001). (DS)**

14. **Consider and act upon authorizing the Town Manager to execute a Development Agreement between Alpha3 Prosper RI, LLC, and the Town of Prosper, Texas, related to development on the Westside Development, located on the northeast corner of US 380 and FM 1385. (DS)**

15. **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 Plans and Preliminary Site Plans, including Westfork Crossing & Westfork Crossing Lot 7. (DS)**

Councilmember Ray requested to pull item #3.

Deputy Mayor Pro-Tem Andres requested to pull item #6.

Deputy Mayor Pro-Tem Andres expressed his thanks to staff and the EDC for getting the EDA grant and moving forward with broadband.

Deputy Mayor Pro-Tem Andres made a motion to approve consent agenda items 4 thru 15. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

Councilmember Ray stated in regard to item #3, as a point of clarification for item #22 within the minutes that the unit counts referenced be reflected as 23 8F Type lots, 101 9F Type lots, 147 10F Type lots, and the maximum dwelling size of 2,300 square feet.

Councilmember Ray made a motion to approve consent agenda item #3. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

CITIZEN COMMENTS

Katyasri Kondragunta, 2908 Driftwood Creek Trail, requested the Town Council to locally declare a climate emergency in support of climate change.

Items for Individual Consideration:

16. **Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a Day Care Center (Grace Chapel), on 5.4± acres, located**

DRAFT

on the southeast corner of FM 1385 and Denton Way. The property is zoned Agricultural (A). (S22-0005). (DS)

Mr. Soto stated this request is to allow for a day care for Grace Chapel. The proposed one-story building, landscape plan, and design all meet the minimum standards of the Zoning Ordinance. At the June 7, 2022, Planning and Zoning Commission meeting, the Commission recommended approval with a 7-0 vote. Town staff recommends approval of the request subject to approval of a Development Agreement, including, but not limited to, architectural building materials.

Councilmember Bartley asked about fencing material requirements. Mr. Soto indicated that the materials for the fencing will be more specific and reviewed with the Site Plan submittal. The only requirement is to ensure there is a gate and two points of access for Public Safety access.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Councilmember Cotten made a motion to approve a request for a Specific Use Permit (SUP) for a Day Care Center (Grace Chapel), on 5.4± acres, located on the southeast corner of FM 1385 and Denton Way subject to the approval of a Development Agreement, including, but not limited to, architectural building materials. Councilmember Ray seconded that motion, and the motion was unanimously approved.

17. Conduct a public hearing and consider and act upon a request to amend the Zoning Ordinance, Chapter 3, Section 1.3 Schedule of Uses, Chapter 3, Section 1.4 Conditional Development Standards, and Chapter 3, Section 2.2 Definitions, to include "Food Pantry", in the Agricultural, "A," zoning district. (MD22-0005). (DS)

Mr. Soto stated the request to amend the Zoning Ordinance is to include a new use and definition for "Food Pantry". Any food pantry use will be allowed in the Agricultural District subject to the conditional development standards. The purpose of those standards is to allow flexibility, but to have standards that mitigate the use. At the June 21, 2022, Planning and Zoning Commission meeting, the Commission recommended approval with a 7-0 vote subject to revising condition (e) to state "no food shall be stored on the exterior of the facility" and to remove conditions (f) and (g). Town staff is recommending approval of the request subject to same revision of condition (e) and removal of condition (g).

The Town Council asked and discussed reasonings for limiting of distribution times and hours and any traffic concerns related to those limitations. Mr. Soto replied that the Town initially surveyed cities with restrictions, but their concerns was the traffic that could be generated. Therefore, the Town was following hours they were using as a way to create the conditional standards.

Maria Millen, Executive Director of Neighbors Nourishing Neighbors, 300 N. Broadway, Bldg. 9, requested to have more flexibility with the hours and days open to accommodate their patrons and would adjust accordingly to mitigate any concerns of traffic that may arise.

Mayor Bristol opened the public hearing.

DRAFT

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council further discussed hours of operation.

Councilmember Kern made a motion to approve a request to amend the Zoning Ordinance, Chapter 3, Section 1.3 Schedule of Uses, Chapter 3, Section 1.4 Conditional Development Standards, and Chapter 3, Section 2.2 Definitions, to include "Food Pantry", in the Agricultural, "A," zoning district with revising of condition (e) to reflect "No food shall be stored on the exterior of the facility.", and the removal of conditions (f) and (g). Deputy Mayor Pro-Tem Andres seconded that motion, and the motion was unanimously approved.

18. Receive an update of the Downtown Master Plan. (MM)

Ms. Moon gave a brief introduction and introduced Mark Maldonado and Jared Beck with Stantec.

The representatives of Stantec gave a presentation of the Downtown Master Plan that included where the Town is in the planning process, community input received, recommendations regarding three (3) Downtown areas, and four (4) catalyst sites, and how to implement the plan along with next steps.

The Town Council extended their appreciation to the committee members and consultant for all the hard work done on the plan.

19. Consider and act upon approving Resolution 2022-32 supporting the proposed revised alignment of FM 1461 from SH 289 (Preston Road) to FM 2478 (Custer Road). (HW)

Mr. Webb stated in April 2021, the Town Council approved a resolution strongly opposing the proposed alignment of FM 1461 from SH 289 (Preston Road) to FM 2478 (Custer Road) since TxDOT had commenced with completing the design of the project without addressing the Town's comments and was engaged in the right-of-way acquisition phase of the project. Since that time, the Town, City of Celina, and TxDOT have met several times to resolve the Town's concerns. The Town is requesting TxDOT to reduce the sidewalk width from ten feet to six feet adjacent to Highland Meadows and Amberwood Farms Subdivision to allow for additional green space. Staff recommends approval of the proposed resolution.

Mayor Pro-Tem Hodges made a motion to approve Resolution 2022-32 supporting the proposed revised alignment of FM 1461 from SH 289 (Preston Road) to FM 2478 (Custer Road). Councilmember Cotten seconded that motion, and the motion was unanimously approved.

20. Consider and act upon Ordinance 2022-31 establishing a Homestead Tax Exemption. (HJ)

Mr. Jefferson indicated in 2015, the Town Council increased the Homestead Tax Exemption to 7.5% and then to 10% in 2017. The Finance Committee recommended increasing to 12.5%, which would provide an approximate $778,000 in property tax savings to homeowners.

The Town Council discussed the minimum and maximum percentages. It was also noted that this would be effective for the 2022 tax year.

DRAFT

Councilmember Ray made a motion to approve Ordinance 2022-31 establishing a Homestead Tax Exemption of twelve and a half percent (12.5%). Mayor Pro-Tem Hodges seconded that motion, and the motion was unanimously approved.

21. Discussion on Raymond Community Park. (DB)

Mr. Baker gave a brief introduction and introduced Philip Naly and Gaylen Laing with Dunaway and Associates.

The representatives with Dunaway gave a presentation on the proposed conceptual design of Raymond Park that included a site overview, themes and key features from the 2015 Master Plan as well as design feature updates, projected Phase I budget, and next steps.

The Town Council discussed parking, location of the amphitheater, playground locations, and naming of structures within the park as it related to the proposed design.

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

22. Discuss format of Council Work Sessions. (HJ)

Mr. Jefferson requested feedback regarding time and format of the work sessions.

The Town Council agreed to starting work sessions at 5:00 p.m. prior to start of the regular Council meeting.

23. Receive an update on FM 1385 and US 380. (HW)

Mr. Webb provided an update of project listed including a timeline and how to access updates.

24. Discuss Frontier Park alternate access. (HW)

Mr. Webb presented an overview of items to be considered regarding the alternate access at Frontier Park including the alternate parking, addressing the crossing demand, emergency access, and fencing.

25. Discuss Town Hall Meeting in West Prosper. (HJ)

Mr. Jefferson stated that Rock Creek Church has been secured as a meeting location on Thursday, August 18 to discuss various road projects and land acquisition at Windsong Ranch if the Town Council agreed to move forward.

The Town Council consensus was for staff to move forward in scheduling.

Mayor Bristol requested for staff to bring back an item regarding future bike lanes and routes along with the acceptance of the Downtown Master Plan.

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:

DRAFT

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

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 551.076 – To deliberate the deployment of specific occasions for implementation of security personnel or devices at Town Hall.

The Town Council recessed into Executive Session at 8:54 p.m.

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

The Town Council reconvened into Regular Session at 9:45 p.m.

Mayor Pro-Tem Hodges made a motion to authorize the Mayor to execute on behalf of the Town a Memorandum of Understanding (MOU) relative to Safety Way. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

Adjourn.

The meeting was adjourned at 9:46 p.m.

These minutes approved on the 26th day of July 2022.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

DRAFT

TOWN OF PROSPER

Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Work Session
Prosper Town Hall – Executive Conference Room
250 W. First Street, Prosper, Texas
Tuesday, June 28, 2022

DRAFT

Call to Order/ Roll Call.

The meeting was called to order at 5:00 p.m.

Council Members Present:
Mayor David F. Bristol
Mayor Pro-Tem Jeff Hodges
Deputy Mayor Pro-Tem Craig Andres
Councilmember Marcus E. Ray
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Charles Cotten

Staff Members Present:
Harlan Jefferson, Town Manager
Michelle Lewis Sirianni, Town Secretary
Robyn Battle, Executive Director of Community Services
Hulon Webb, Director of Engineering
Lindy Higginbotham, Senior Engineer
David Soto, Planning Manager
Doug Kowalski, Police Chief
Stuart Blasingame, Fire Chief

Items for Individual Consideration

1. **Discuss First Street and Coleman intersection. (LH)**

   Ms. Higginbotham presented an opportunity of using a roundabout at the listed intersection along with the option of incorporating public art.

   The Town Council discussed ways to reduce the size and/or footprint of the roundabout but expressed their approval of the design feature.

2. **Discuss multifamily developments. (HJ)**

   Mr. Jefferson presented a current overview of multifamily and townhome units in the Town.

   The Town Council discussed possible locations for multifamily units based on potential mixed-use developments as well as types of housing. The consensus of the Town Council was to seek a consultant as part of the Comprehensive Plan update to aid in assessing how to move forward.

3. **Receive an update regarding training for the Planning and Zoning Commission. (MLS)**

Ms. Lewis Sirianni presented an overview of current training provided to Boards and Commissions, upcoming training for the Planning and Zoning Commission, and potential ways to provide additional training to all members.

The Town Council expressed the need for additional training to provide a better knowledge of conducting meetings as well as including information specific to each board and/or commission.

Adjourn.

The meeting was adjourned at 6:01 p.m.

These minutes approved on the 26th day of July 2022.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT

TOWN OF PROSPER

Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Monday, July 11, 2022

DRAFT

Call to Order/ Roll Call.

The meeting was called to order at 5:00 p.m.

Council Members Present:
Mayor David F. Bristol
Deputy Mayor Pro-Tem Craig Andres
Councilmember Marcus E. Ray
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Charles Cotten

Council Members Absent:
Mayor Pro-Tem Jeff Hodges

Staff Members Present:
Harlan Jefferson, Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Hulon Webb, Director of Engineering
David Soto, Planning Manager
Dan Heischman, Assistant Director of Engineering
Bob Scott, Executive Director of Administrative Services

Items for Individual Consideration

1. **Discuss Planned Development 41 (PD-41). (DS)**

   Mr. Soto presented an overview of PD-41 including when the PD was first established and the major and minor amendments in 2017 and 2020 that followed and what was approved as a part of each.

   Christian Teleki, representative of Matthews Southwest, provided a summary of the property ownership within Planned Development 41.

   David Dierkes, applicant, gave examples of urban-edge multifamily developments, a brief history of the zoning request, and a comparison of current and requested development standards.

   The Town Council discussed the applicants who are part of the zoning request, specifically Children's and their entitlement rights.

   Jason Dixon, 1050 High Willow, former Councilmember, gave a history of the project area based on his time serving on the Town Council. He expressed concerns about the amount of the proposed multifamily units and the overall feel of the project being different.

Joe Drysdale representing Matthews Southwest, commented on their willingness to preserve the quality of the development, and how they have continued to evaluate what would work best.

The Town Council further discussed their desire to look at the PD holistically, including the consideration of the surrounding properties to the north, east, and west, as well as addressing any triggers, determining the number of multifamily units, incorporating updated development standards into the PD, and addressing the park dedication(s) within the smaller parcels.

The Town Council requested the applicant and representatives work with the Town Manager and to bring back this item as part of a work session in conjunction with the Comprehensive Plan update. The applicants were amenable to working with staff to address the issues presented.

Adjourn.

The meeting was adjourned at 6:10 p.m.

These minutes approved on the 26th day of July 2022.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

DRAFT

Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, July 12, 2022

DRAFT

Call to Order/ Roll Call.

The meeting was called to order at 5:00 p.m.

Council Members Present:
Mayor David F. Bristol
Deputy Mayor Pro-Tem Craig Andres
Councilmember Marcus E. Ray
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Charles Cotten

Council Members Absent:
Mayor Pro-Tem Jeff Hodges

Staff Members Present:
Harlan Jefferson, Town Manager
Michelle Lewis Sirianni, Town Secretary
Robyn Battle, Executive Director of Community Services
Hulon Webb, Director of Engineering
Bob Scott, Executive Director of Administrative Services
Betty Pamplin, Finance Director
James Edwards, Human Resources Director
Leigh Johnson, IT Director
Dan Baker, Parks and Recreation Director
Leslie Scott, Director of Library Services
Frank Jaromin, Public Works Director
Brady Cudd, Building Official
Doug Kowalski, Police Chief
Stuart Blasingame, Fire Chief

Items for Individual Consideration

1. **Discuss the Preliminary 2022-2023 Fiscal Year Budget. (BS)**

   Mr. Scott presented to the Council an overview of items including population projections, forecasting residential buildout, as well as recommended changes to the financial policies. Mr. Scott also gave an overview of the preliminary fiscal year 2022-2023 Budget which included an overview of revenues and expenditures, non-discretionary and discretionary requests, the impact of the Homestead Tax Exemption on residents, major projects from the Strategic Plan, and proposed fee changes.

   The Council concurred with staff's recommendations regarding the basic assumptions and direction for the preliminary budget, the management of the debt service tax rate, and the proposed changes to the Town's financial policies.

The Council requested staff make refinements to the population projections and to further evaluate certain proposed fee changes. They also requested that staff evaluate the use of professional services by third-party vendors versus the Town providing the same services in-house.

Mr. Webb gave a CIP update highlighting current projects, current projects in design and under construction, street projects, park projects, facility projects, water projects and wastewater projects. The Council had no comments on the proposed projects.

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 and all matters incident and related thereto.

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 7:27 p.m.

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

The Town Council reconvened into Regular Session at 7:58 p.m.

Deputy Mayor Pro-Tem Andres made a motion to authorize the Mayor to execute an agreement on behalf of the Town for an Interim Town Manager. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

Adjourn.

The meeting was adjourned at 7:59 p.m.

These minutes approved on the 26th day of July 2022.

APPROVED:

_____

David F. Bristol, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, Town Secretary

DRAFT

TOWN OF PROSPER

Prosper is a place where everyone matters.



MONTHLY FINANCIAL REPORT
as of May 31, 2022
Budgetary Basis

Prepared by
Finance Department

July 26, 2022

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT
MAY 2022

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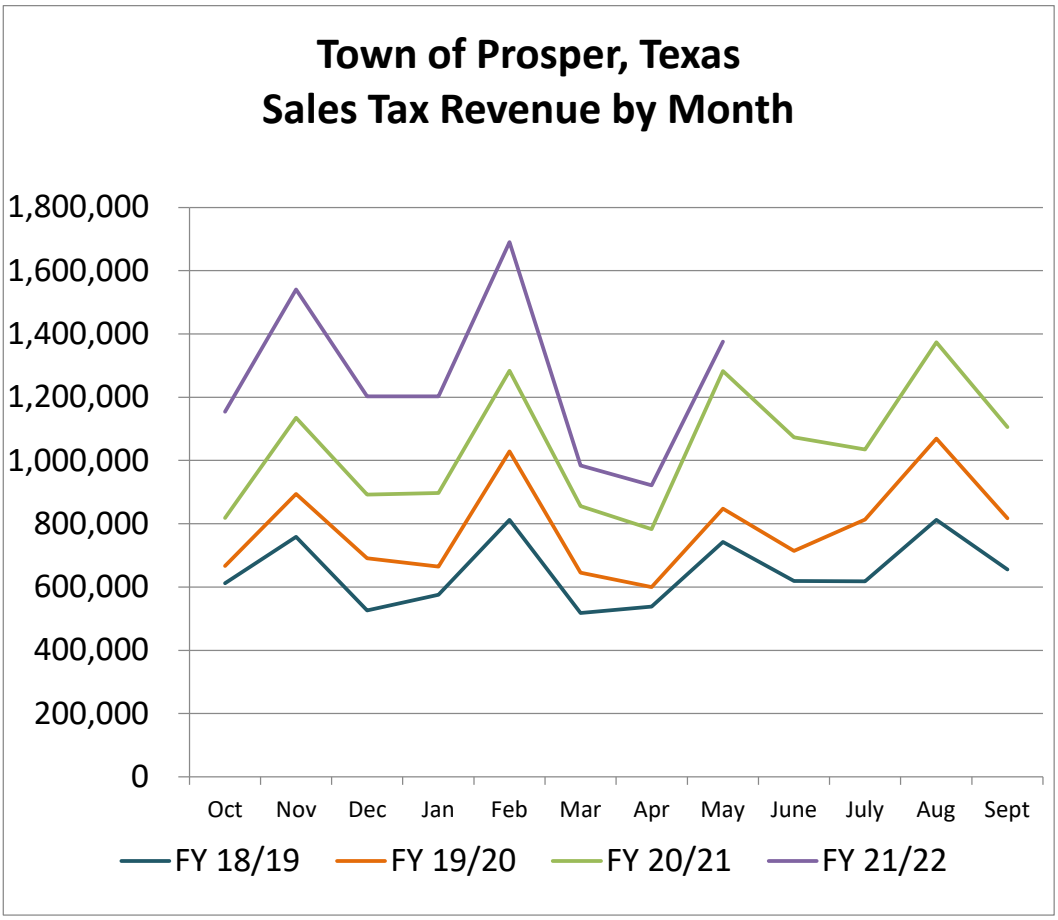
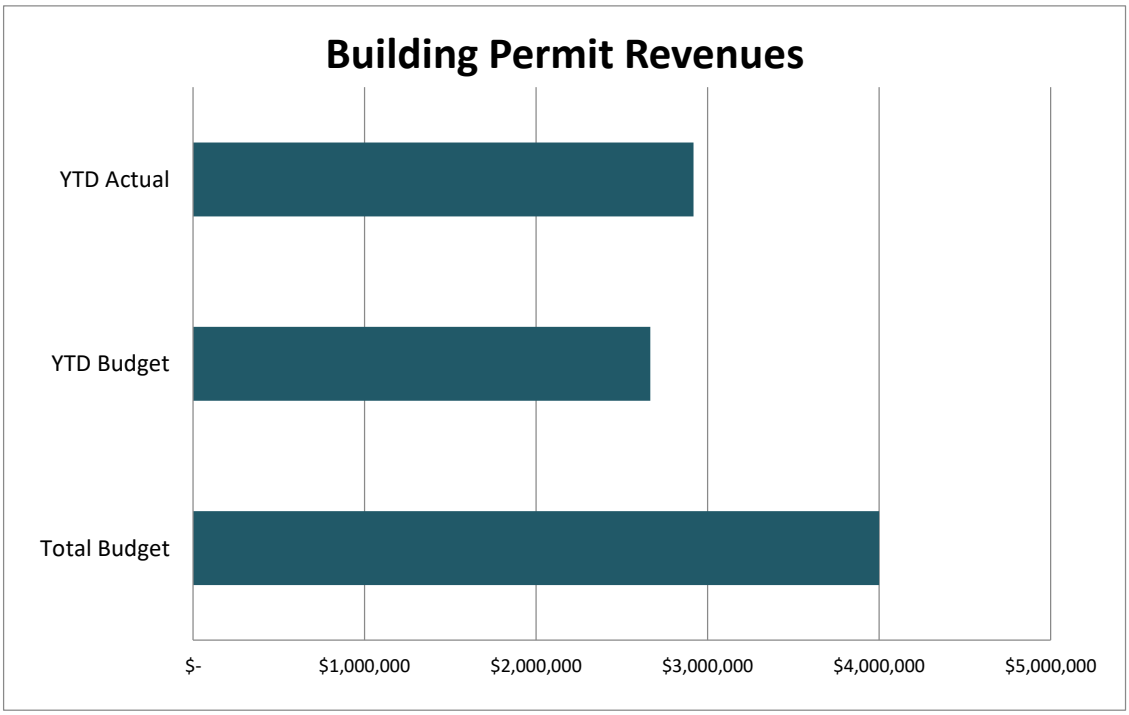
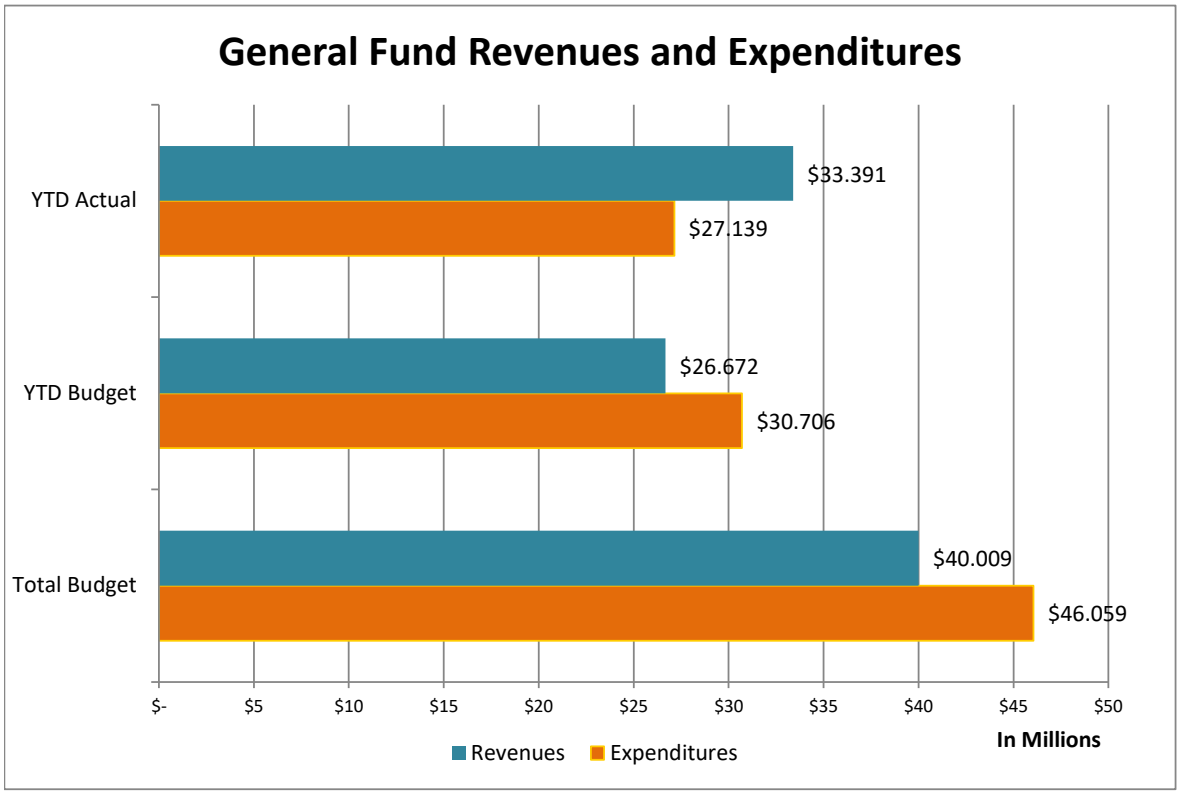
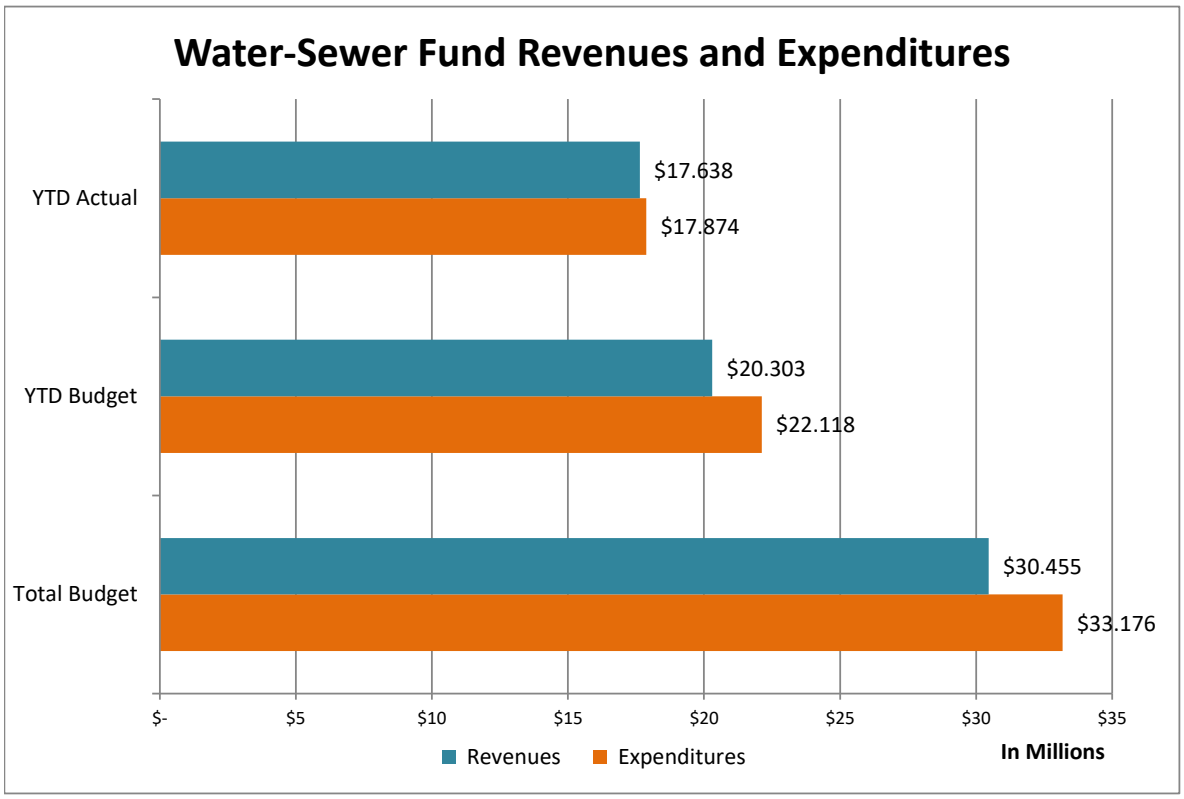

Town of Prosper, Texas
Sales Tax Revenue by Month
1,800,000
1,600,000
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
Sept
FY 18/19
FY 19/20
FY 20/21
FY 21/22


Building Permit Revenues
YTD Actual
YTD Budget
Total Budget
$-
$1,000,000
$2,000,000
$3,000,000
$4,000,000
$5,000,000


General Fund Revenues and Expenditures
YTD Actual
$33.391
$27.139
YTD Budget
$26.672
$30.706
Total Budget
$40.009
$46.059
$- $5 $10 $15 $20 $25 $30 $35 $40 $45 $50
Revenues
Expenditures
In Millions


Water-Sewer Fund Revenues and Expenditures
YTD Actual
$17.638
$17.874
YTD Budget
$20.303
$22.118
Total Budget
$30.455
$33.176
$- $5 $10 $15 $20 $25 $30 $35
Revenues
Expenditures
In Millions

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2022
Expected Year to Date Percent 66.66%

GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	$ 19,256,473	$ -	$ 19,256,473	$ 19,051,183	$ -	$ 205,290	99%	1	$ 18,424,972	3%
Sales Taxes	7,972,237	-	7,972,237	6,261,771	-	1,710,466	79%		4,914,896	27%
Franchise Fees	1,997,889	(292,095)	2,289,984	1,238,696	-	1,051,288	54%	2	935,550	32%
Building Permits	3,751,000	-	3,751,000	2,918,368	-	832,632	78%		3,798,428	-23%
Other Licenses, Fees & Permits	1,307,700	(389,550)	1,307,700	1,410,266	-	(102,566)	108%		1,735,297	-19%
Charges for Services	576,873	(325,600)	576,873	589,958	-	(13,085)	102%		361,349	63%
Fines & Warrants	325,000	75,000	325,000	160,899	-	164,101	50%		173,116	-7%
Intergovernmental Revenue (Grants)	232,914	-	232,914	270,881	-	(37,967)	116%		189,125	43%
Interest Income	70,000	(20,000)	70,000	63,012	-	6,988	90%		97,870	-36%
Transfers In	1,100,514	-	1,100,514	733,676	-	366,838	67%		714,547	3%
Miscellaneous	329,481	872,495	37,386	345,676	-	(308,290)	925%		203,239	70%
Park Fees	377,000	79,750	377,000	346,621	-	30,379	92%		268,315	29%
Total Revenues	$ 37,297,081	$ -	$ 37,297,081	$ 33,391,008	$ -	$ 3,906,073	90%		$ 31,816,703	5%
EXPENDITURES										
Administration	$ 7,222,692	$ 1,179,518	$ 8,402,210	$ 5,196,922	$ 630,650	$ 2,574,637	69%	3	$ 4,359,554	19%
Police	6,520,223	268,926	6,789,149	3,672,741	770,210	2,346,199	65%		3,109,651	18%
Fire/EMS	8,738,347	2,062,727	10,801,074	7,849,470	176,674	2,774,930	74%	4	6,383,718	23%
Public Works	3,697,980	589,669	4,287,649	1,733,328	501,691	2,052,629	52%		1,362,965	27%
Community Services	6,575,735	377,361	6,953,096	4,103,065	303,173	2,546,858	63%		2,697,330	52%
Development Services	4,211,352	378,303	4,589,655	2,181,915	1,047,466	1,360,274	70%	5	1,973,873	11%
Engineering	4,175,692	60,881	4,236,573	2,401,704	130,628	1,704,241	60%		1,132,830	112%
Total Expenses	$ 41,142,021	$ 4,917,384	$ 46,059,405	$ 27,139,145	$ 3,560,492	$ 15,359,767	67%		$ 21,019,920	29%
REVENUE OVER (UNDER) EXPENDITURES	$ (3,844,940)	$ (4,917,384)	$ (8,762,324)	$ 6,251,863					$ 10,796,783	
Beginning Fund Balance October 1-Unassigned/Unrestricted			20,242,707	20,242,707					13,923,232	
Ending Fund Balance			$ 11,480,383	$ 26,494,570					$ 24,720,015	

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 Purchase orders for projects and annual contracts are increasing YTD percentage (Honor Wall is included in Non-Departmental).

4 Transfer to CIP fund for Engine and Ambulance is increasing YTD percentage.

5 Purchase order for Bureau Veritas for Inspection/Plan review services ($736,225) is increasing YTD percentage.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2022
Expected Year to Date Percent 66.66%

WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	$ 15,179,476	$ -	$ 15,179,476	$ 9,414,940	$ -	$ 5,764,536	62%		$ 8,277,493	14%
Sewer Charges for Services	8,972,771	-	8,972,771	6,240,954	-	2,731,817	70%		5,423,439	15%
Sanitation Charges for Services	1,779,679	-	1,779,679	1,253,147	-	526,532	70%		1,126,752	11%
Licenses, Fees & Permits	214,370	-	214,370	164,872	-	49,498	77%		139,735	18%
Utility Billing Penalties	142,000	-	142,000	115,365	-	26,635	81%		19,194	
Interest Income	40,000	-	40,000	24,931	-	15,069	62%		36,135	-31%
Other	4,126,549	-	4,126,549	423,973	-	3,702,576	10%	1	537,126	-21%
Transfer In	-	-	-	-	-	-			-	
Total Revenues	$ 30,454,845	$ -	$ 30,454,845	$ 17,638,182	$ -	$ 12,816,663	58%		$ 15,559,874	13%
EXPENDITURES										
Administration	$ 3,091,532	$ 21,449	$ 3,112,981	$ 1,935,795	$ 43,000	1,134,186	64%		$ 2,504,338	-23%
Debt Service	3,713,517	2,618,251	6,331,768	4,463,060	-	1,868,708	70%	2	1,073,093	316%
Water Purchases	7,701,317	-	7,691,497	4,771,511	-	2,919,986	62%		4,513,230	6%
Public Works	15,694,874	335,317	16,040,011	6,703,727	677,203	8,659,081	46%		6,057,787	11%
Total Expenses	$ 30,201,240	$ 2,975,017	$ 33,176,257	$ 17,874,093	$ 720,203	$ 14,581,961	56%		$ 14,148,448	26%
REVENUE OVER (UNDER) EXPENDITURES	$ 253,605	$ (2,975,017)	$ (2,721,412)	$ (235,911)					$ 1,411,426	
Beginning Working Capital October 1			10,914,365	10,914,365					6,867,399	
Ending Working Capital			$ 8,192,953	$ 10,678,454					$ 8,278,825	

Notes

1 Largest portion of this ($3.89M) is TxDOT reimbursement for Custer Water Line relocation.

2 Annual debt service payments are made in February and August.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2022
Expected Year to Date Percent 66.66%

WATER-SEWER FUND

	May-22		May-21		Growth %
	WATER	SEWER	WATER	SEWER	Change
# of Accts Residential	11,481	10,764	10,387	9,695	10.77%
# of Accts Commercial	465	367	437	338	7.35%
Consumption-Residential	151,108,520	75,410,973	89,633,250	60,425,710	50.95%
Consumption-Commercial	42,376,340	15,906,220	27,421,300	9,372,040	58.41%
Average Residential Water Consumption	13,162		8,629		52.52%
Billed ($) Residential	1,018,081.87	673,310.16	635,737.47	569,699.20	60.14%
Billed ($) Commercial	383,297.03	128,952.02	255,593.81	89,988.75	49.96%
Total Billed ($)	$ 1,401,378.90	$ 802,262.18	$ 891,331.28	$ 659,687.95	42.08%

	Average Monthly	Average Cumulative
October	10.4%	10.4%
November	7.3%	17.6%
December	5.7%	23.3%
January	4.6%	27.9%
February	4.7%	32.6%
March	4.6%	37.2%
April	6.3%	43.5%
May	7.6%	51.2%
June	8.9%	60.0%
July	11.4%	71.4%
August	15.2%	86.6%
September	13.4%	100.0%

	Average rainfall for May is 4.90			
Rainfall	Jun-21	2.15	Jun-20	5.35
	Jul-21	1.50	Jul-20	2.31
	Aug-21	4.82	Aug-20	1.28
	Sep-21	0.25	Sep-20	3.87
	Oct-21	2.96	Oct-20	1.74
	Nov-21	3.11	Nov-20	1.08
	Dec-21	0.43	Dec-20	3.00
	Jan-22	0.08	Jan-21	0.85
	Feb-22	2.03	Feb-21	2.22
	Mar-22	2.12	Mar-21	3.03
	Apr-22	2.54	Apr-21	4.50
	May-22	3.00	May-21	7.77

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2022
Expected Year to Date Percent 66.66%

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	$ 75,000	$ -	$ 75,000	$ 73,149	$ -	$ 1,851	98%		$ 69,981	5%
Property Taxes-Current	10,545,466	-	10,545,466	10,433,216	-	112,250	99%	1	7,545,655	38%
Taxes-Penalties	-	-	-	30,940	-	(30,940)			25,049	24%
Transfer In	-	428,581	428,581	428,581	-	-	100%		-	
Interest Income	45,000	-	45,000	11,612	-	33,388	26%		22,783	-49%
Total Revenues	$ 10,665,466	$ 428,581	$ 11,094,047	$ 10,977,498	$ -	$ 116,549	99%		$ 7,663,468	43%
EXPENDITURES										
Professional Services	$ -	$ -	$ -	$ 2,500	$ -	$ (2,500)			$ -	
2012 GO Bond Payment	2,200,000	428,581	2,628,581	2,590,000	-	38,581	99%		195,000	1228%
2013 GO Refunding Bond	175,000	-	175,000	-	-	175,000	0%		-	
Bond Administrative Fees	20,000	-	20,000	600	-	19,400	3%		440	
2014 GO Bond Payment	305,000	-	305,000	-	-	305,000	0%		-	
2015 GO Bond Payment	1,220,300	-	1,220,300	1,220,300	-	-	100%		463,700	163%
2015 CO Bond Payment	445,000	-	445,000	445,000	-	-	100%		440,000	1%
2016 CO Debt Payment	70,000	-	70,000	70,000	-	-	100%		55,000	27%
2017 CO Debt Payment	70,000	-	70,000	70,000	-	-	100%	2	410,000	-83%
2018 GO Debt Payment	145,000	-	145,000	145,000	-	-	100%		135,000	7%
2018 CO Debt Payment	455,000	-	455,000	455,000	-	-	100%		175,000	160%
2019 CO Debt Payment	381,123	-	381,123	381,123	-	-	100%		366,177	4%
2019 GO Debt Payment	155,000	-	155,000	155,000	-	-	100%		150,000	3%
2020 CO Debt Payment	245,000	-	245,000	245,000	-	-	100%		805,000	-70%
2021 CO Debt Payment	255,000	-	255,000	310,000	-	(55,000)	122%		-	
2021 GO Debt Payment	1,770,000	-	1,770,000	1,925,000	-	(155,000)	109%		-	
Bond Interest Expense	4,741,048	-	4,741,048	2,238,972	-	2,502,076	47%		1,717,248	30%
Total Expenditures	$ 12,652,471	$ 428,581	$ 13,081,052	$ 10,253,495	$ -	$ 2,827,557	78%		$ 5,538,065	85%
REVENUE OVER (UNDER) EXPENDITURES	$ (1,987,005)	$ -	$ (1,987,005)	$ 724,003					$ 2,125,403	
Beginning Fund Balance October 1			2,640,088	2,640,088					2,619,367	
Ending Fund Balance Current Month			$ 653,083	$ 3,364,091					$ 4,744,770	

Notes

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

2 Annual debt service payments are made in February and August.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2022
Expected Year to Date Percent 66.66%

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	$ 2,102,918	$ -	$ 2,102,918	$ 1,665,521	$ -	$ 437,397	79%		$ 1,309,704	27%
Interest Income	300	-	300	607	-	(307)	202%		767	-21%
Other	-	-	-	-	-	-			-	
Total Revenue	$ 2,103,218	$ -	$ 2,103,218	$ 1,666,128	$ -	$ 437,090	79%		$ 1,310,471	27%
EXPENDITURES										
Personnel	$ 2,078,008	$ -	$ 2,078,008	$ 1,311,807	$ -	$ 766,201	63%		$ 918,101	43%
Other	350	-	350	469	-	(119)			170	175%
Total Expenditures	$ 2,078,358	$ -	$ 2,078,358	$ 1,312,276	$ -	$ 766,082	63%		$ 918,271	43%
REVENUE OVER (UNDER) EXPENDITURES	$ 24,860	$ -	$ 24,860	$ 353,853					$ 392,200	
Beginning Fund Balance October 1			430,669	430,669					302,439	
Ending Fund Balance Current Month			$ 455,529	$ 784,522					$ 694,639	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2022
Expected Year to Date Percent 66.66%

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	$ 2,102,918	$ -	$ 2,102,918	$ 1,661,596	$ -	$ 441,322	79%		$ 1,307,666	27%
Interest Income	300	-	300	347	-	(47)	116%		153	127%
Other	-	-	-	-	-	-			-	
Total Revenue	$ 2,103,218	$ -	$ 2,103,218	$ 1,661,943	$ -	$ 441,275	79%		$ 1,307,819	27%
EXPENDITURES										
Personnel	$ 2,098,745	$ -	$ 2,098,745	$ 1,437,290	$ -	$ 661,455	68%		$ 1,018,144	41%
Other	350	-	350	461	-	(111)			170	171%
Total Expenditures	$ 2,099,095	$ -	$ 2,099,095	$ 1,437,751	$ -	$ 661,344	68%		$ 1,018,314	41%
REVENUE OVER (UNDER) EXPENDITURES	$ 4,123	$ -	$ 4,123	$ 224,192					$ 289,505	
Beginning Fund Balance October 1			413,785	413,785					203,982	
Ending Fund Balance Current Month			$ 417,908	$ 637,977					$ 493,487	

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2022
Expected Year to Date Percent 66.66%

VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Grant Revenue	$ -	$ -	$ -	$ -	$ -	$ -			$ -	
Other Reimbursements	136,500	-	136,500	-	-	136,500	0%	3	98,922	-100%
Interest Income	20,000	-	20,000	9,866	-	10,134	49%		18,831	-48%
Charges for Services	1,170,198	-	1,170,198	780,132	-	390,066	67%		810,245	-4%
Total Revenue	$ 1,326,698	$ -	$ 1,326,698	$ 789,998	$ -	$ 536,700	60%		$ 927,998	-15%
EXPENDITURES										
Vehicle Replacement	$ 352,148	$ 394,393	$ 746,541	$ 431,582	$ 330,589	$ (15,630)	102%	1,2	$ 450,658	-4%
Equipment Replacement	33,300	-	33,300	-	-	33,300	0%		98,445	-100%
Technology Replacement	255,700	-	255,700	194,034	51,859	9,807	96%	2	30,445	537%
Total Expenditures	$ 641,148	$ 394,393	$ 1,035,541	$ 625,616	$ 382,448	$ 27,477	97%		$ 579,548	8%
REVENUE OVER (UNDER) EXPENDITURES	$ 685,550	$ (394,393)	$ 291,157	$ 164,382					$ 348,450	
Beginning Fund Balance October 1			3,957,862	3,957,862					3,741,880	
Ending Fund Balance Current Month			$ 4,249,019	$ 4,122,244					$ 4,090,330	

Notes

1 Replacement vehicle or technology purchases have been encumbered.

2 Replacement vehicle or technology prices slightly higher due to manufacturer price increases.

3 Includes auction proceeds. Auction of vehicles will depend on receipt of replacement vehicles.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2022
Expected Year to Date Percent 66.66%

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	$ 758,100	$ -	$ 758,100	$ 527,293	$ -	$ 230,807	70%		$ 482,088	9%
Drainage Review Fee	3,000	-	3,000	3,628	-	(628)	121%		2,395	51%
Interest Income	2,200	-	2,200	1,373	-	827	62%		2,865	-52%
Transfer In	-	531,449	531,449	531,449	-	-	100%		-	
Other Revenue	-	-	-	-	-	-			-	
Total Revenue	$ 763,300	$ 531,449	$ 1,294,749	$ 1,063,743	$ -	$ 231,006	82%		$ 487,349	118%
EXPENDITURES										
Personnel Services	$ 172,445	$ 745	$ 173,190	$ 8,454	$ -	$ 164,736	5%		$ 101,220	-92%
Debt Service	253,142	531,449	784,591	736,206	-	48,386	94%	2	201,761	265%
Operating Expenditures	278,595	63,490	342,085	136,482	76,737	128,867	62%		35,353	286%
Transfers Out	663,157	-	663,157	615,771	-	47,386	93%	1	65,895	834%
Total Expenses	$ 1,367,339	$ 595,684	$ 1,963,023	$ 1,496,913	$ 76,737	$ 389,374	80%		$ 404,230	270%
REVENUE OVER (UNDER) EXPENDITURES	$ (604,039)	$ (64,235)	$ (668,274)	$ (433,170)					$ 83,118	
Beginning Working Capital October 1			816,012	816,012					632,579	
Ending Working Capital Current Month			$ 147,738	$ 382,842					$ 715,697	

Notes

1 Capital project funds are transferred as needed; General fund transfers are made monthly.

2 Annual debt service payments are made in February and August.

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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	$ 430,000	$ -	$ 430,000	$ 97,378	$ -	$ 332,622	23%		$ -	
Park Dedication - Transfers In	-	-	-	-	-	-			392,217	-100%
Park Improvements	280,500	-	280,500	299,766	-	(19,266)	107%		123,370	143%
Contributions/Grants	-	200,550	200,550	-	-	200,550	0%	2	310,825	-100%
Interest-Park Dedication	6,000	-	6,000	4,010	-	1,990	67%		8,265	-51%
Interest-Park Improvements	5,000	-	5,000	2,590	-	2,410	52%		5,485	-53%
Total Revenue	$ 721,500	$ 200,550	$ 922,050	$ 403,744	$ -	$ 518,306	44%		$ 840,163	-52%
EXPENDITURES										
Cockrell Park Trail Connection	$ -	$ -	$ -	$ -	$ -	$ -			$ 392,058	-100%
Park Dedication Land Acquisition	-	1,913,800	1,913,800	1,914,647	-	(847)	100%		-	
Hike & Bike Master Plan	-	-	-	-	-	-			2,594	
Hays Park	-	31,952	31,952	35,560	343	(3,950)	112%	1	87,069	-59%
Pecan Grove H&B Trail	30,000	-	30,000	-	-	30,000	0%		-	
Pecan Grove Park	575,000	150,000	725,000	-	-	725,000	0%		-	
Windsong Neighborhood Park	-	100,000	100,000	-	-	100,000	0%		-	
Capital (Misc. small projects)	61,750	-	61,750	12,362	-	49,388	20%		-	
Total Expenses	$ 666,750	$ 2,195,752	$ 2,862,502	$ 47,921	$ 343	$ 899,591	2%		$ 481,722	-90%
REVENUE OVER (UNDER) EXPENDITURES	$ 54,750	$ (1,995,202)	$ (1,940,452)	$ 355,823					$ 47,616	
Beginning Fund Balance October 1			2,894,711	2,894,711					2,660,035	
Ending Fund Balance Current Month			$ 954,259	$ 3,250,534					$ 2,707,651	

Notes

1 Purchase order rolled forward from prior year to pay final invoices and close out capital project. Also includes internal water billing of hydrant meter to capital project.

2 These grant proceeds are based on expenditures. Once the project is awarded and funds expended we will begin requesting reimbursement.

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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	$ -	$ -	$ -	$ 259,800	$ (259,800)			$ 34,916	644%
Wastewater Impact Fees	-	-	-	525,569	(525,569)			25,702	1945%
East Thoroughfare Impact Fees	200,000	-	200,000	1,318,973	(1,118,973)	659%		153,318	760%
Property Taxes - Town (Current)	627,221	-	627,221	612,991	14,230	98%		492,446	24%
Property Taxes - Town (Rollback)	-	-	-	-	-			-	
Property Taxes - County (Current)	148,647	-	148,647	144,308	4,339	97%		116,706	24%
Sales Taxes - Town	761,000	-	761,000	550,602	210,398	72%		416,509	32%
Sales Taxes - EDC	637,500	-	637,500	461,129	176,371	72%		348,827	32%
Interest Income	2,000	-	2,000	4,543	(2,543)	227%		3,972	14%
Transfer In	-	-	-	-	-			-	
Total Revenue	$ 2,376,368	$ -	$ 2,376,368	$ 3,877,915	$ (1,501,547)	163%		$ 1,592,397	144%
EXPENDITURES									
Professional Services	$ -	$ -	$ -	$ -	$ -			-	
Developer Rebate	2,376,368	-	2,376,368	1,207,639	1,168,730	51%		-	
Transfers Out	-	-	-	-				-	
Total Expenses	$ 2,376,368	$ -	$ 2,376,368	$ 1,207,639	$ 1,168,730	51%		$ -	
REVENUE OVER (UNDER) EXPENDITURES			$ -	$ 2,670,277				$ 1,592,397	
Beginning Fund Balance October 1			1,470,609	1,470,609				301,260	
Ending Fund Balance Current Month			$ 1,470,609	$ 4,140,886				$ 1,893,657	

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TIRZ #2

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	$ 131,145	$ -	$ 131,145	$ 154,136	$ (22,991)	118%		$ 10,901	1314%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	
Property Taxes - County (Current)	31,081	-	31,081	30,280	801	97%		2,583	1072%
Sales Taxes - Town	-	-	-	-	-			-	
Sales Taxes - EDC	-	-	-	-	-			-	
Interest Income	150	-	150	72	78	48%		153	-53%
Total Revenue	$ 162,376	$ -	$ 162,376	$ 184,489	$ (22,113)	114%		$ 13,638	1253%
EXPENDITURES									
Professional Services	$ -	$ -	$ -	$ -	-			$ -	
Developer Rebate	162,428	-	162,428	-	162,428	0%		-	
Transfers Out	-	-	-	-	-			-	
Total Expenditures	$ 162,428	$ -	$ 162,428	$ -	$ 162,428	0%		$ -	
REVENUE OVER (UNDER) EXPENDITURES			$ (52)	$ 184,489				$ 13,638	
Beginning Fund Balance October 1			25,058	25,058				25,189	
Ending Fund Balance Current Month			$ 25,006	$ 209,547				$ 38,827	

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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
REVENUES									
Impact Fees Water		$ 3,500,000	$ -	$ 3,500,000	$ 2,841,917				
Interest Income		20,000	-	20,000	27,358				
Total Revenues		$ 3,520,000	$ -	$ 3,520,000	$ 2,869,275				
EXPENDITURES									
Developer Reimbursements									
Parks at Legacy Developer Reimb	400,000	400,000	-	400,000	-	-	400,000	-	400,000
Star Trail Developer Reimb	400,000	400,000	-	400,000	-	-	400,000	-	400,000
Victory at Frontier Developer Reimb	60,000	60,000	-	60,000	-	-	60,000	-	60,000
Westside Developer Reimb	100,000	100,000	-	100,000	-	-	100,000	-	100,000
TVG Windsong Developer Reimb	350,000	350,000	-	350,000	-	-	350,000	-	350,000
Total Developer Reimbursements	$ 1,310,000	$ 1,310,000	$ -	$ 1,310,000	$ -	$ -	$ 1,310,000	$ -	$ 1,310,000
Capital Expenditures									
12" Water Line - DNT	200,000	-	200,000	200,000	45,670	130,080	24,250	-	224,250
Lower Pressure Plane Easements	1,000,000	900,000	-	900,000	-	-	900,000	-	1,000,000
Total Projects	$ 1,200,000	$ 900,000	$ 200,000	$ 1,100,000	$ 45,670	$ 130,080	$ 924,250	$ -	$ 1,224,250
Transfer to CIP Fund	-	9,000,000	-	9,000,000	-	-	9,000,000	-	-
Total Transfers Out	$ -	$ 9,000,000	$ -	$ 9,000,000	$ -	$ -	$ 9,000,000	$ -	$ -
Total Expenditures	$ 2,510,000	$ 11,210,000	$ 200,000	$ 11,410,000	$ 45,670	$ 130,080	$ 2,234,250	$ -	$ 2,534,250
REVENUE OVER (UNDER) EXPENDITURES				$ (7,890,000)	$ 2,823,605				
Beginning Fund Balance October 1				9,691,322	9,691,322				
Ending Fund Balance Current Month				$ 1,801,322	$ 12,514,927				

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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
REVENUES									
Impact Fees Wastewater		$ 2,000,000	$ -	$ 2,000,000	$ 1,257,770				
Interest Income		16,000	-	16,000	9,644				
Upper Trinity Equity Fee		300,000	-	300,000	280,000				
Total Revenues		$ 2,316,000	$ -	$ 2,316,000	$ 1,547,414				
EXPENDITURES									
Developer Reimbursements									
TVG Westside Utility Developer Reimb	275,000	275,000	-	275,000	39,508	-	235,492	-	235,492
Prosper Partners Utility Developer Reimb	-	-	-	-	20,440	-	(20,440)		(20,440)
Frontier Estates Developer Reimb	25,000	25,000	-	25,000	342	-	24,659	-	24,659
LaCima Developer Reimb	50,000	50,000	-	50,000	3,386	-	46,614	-	46,614
Brookhollow Developer Reimb	220,000	220,000	-	220,000	45,152	-	174,848	-	174,848
TVG Windsong Developer Reimb	600,000	600,000	-	600,000	195,401	-	404,599	-	404,599
All Storage Developer Reimb	50,000	50,000	-	50,000	-	-	50,000	-	50,000
Legacy Garden Developer Reimb	75,000	75,000	-	75,000	50,669	-	24,331	-	24,331
Total Developer Reimbursements	$ 1,295,000	$ 1,295,000	$ -	$ 1,295,000	$ 354,898	$ -	$ 940,102	$ -	$ 940,102
Capital Expenditures									
Doe Branch Wastewater Lines	-	-	475,000	475,000	-	363,000	112,000		112,000
Total Projects	$ -	$ -	$ 475,000	$ 475,000	$ -	$ 363,000	$ 112,000	$ -	$ 112,000
Transfer to CIP Fund	1,500,000	1,500,000	-	1,500,000	-	-	1,500,000	-	1,500,000
Total Transfers Out	$ 1,500,000	$ 1,500,000	$ -	$ 1,500,000	$ -	$ -	$ 1,500,000	$ -	$ 1,500,000
Total Expenditures	$ 2,795,000	$ 2,795,000	$ 475,000	$ 3,270,000	$ 354,898	$ 363,000	$ 2,552,102	$ -	$ 2,552,102
REVENUE OVER (UNDER) EXPENDITURES				$ (954,000)	$ 1,192,516				
Beginning Fund Balance October 1				2,733,394	2,733,394				
Ending Fund Balance Current Month				$ 1,779,394	$ 3,925,910				

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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
REVENUES									
East Thoroughfare Impact Fees		$ 1,200,000	$ -	$ 1,200,000	$ 869,015				
East Thoroughfare Other Revenue		-	-	-	-				
West Thoroughfare Impact Fees		4,000,000	-	4,000,000	3,206,797				
West Thoroughfare Other Revenue		-	-	-	-				
Interest-East Thoroughfare Impact Fees		9,000	-	9,000	8,228				
Interest-West Thoroughfare Impact Fees		15,000	-	15,000	22,938				
Total Revenues		$ 5,224,000	$ -	$ 5,224,000	$ 4,106,978				
EXPENDITURES									
East									
FM 1461 (SH289-CR 165)	175,000	175,000	-	175,000	77,074	-	97,927	-	97,927
Coleman Median Landscape (Talon-Victory)	30,000	-	7,750	7,750	1,253	6,497	-	22,225	25
Coit Road (First - Frontier)	1,289,900	-	364,755	364,755	-	364,755	-	922,775	2,371
Traffic Signal - Coit & Richland	56,800	56,800	-	56,800	-	-	56,800	50,795	6,005
Transfer to Capital Project Fund	2,180,000	2,180,000	-	2,180,000	-	-	2,180,000	-	2,180,000
Total East	$ 3,731,700	$ 2,411,800	$ 372,505	$ 2,784,305	$ 78,327	$ 371,252	$ 2,334,727	$ 995,795	$ 2,286,327
West									
Teel 380 Intersection Improvements	100,000	-	22,125	22,125	20,784	7,340	(6,000)	73,861	-
Traffic Signal		-	2,185	2,185	2,185	11,195	(11,195)	256,112	-
Parks at Legacy Developer Reimb	600,000	600,000	-	600,000	181,590	-	418,410	-	418,410
Star Trail Developer Reimb	1,000,000	1,000,000	-	1,000,000	-	-	1,000,000	-	1,000,000
Tellus Windsong Developer Reimb	3,500,000	3,500,000	-	3,500,000	-	-	3,500,000	-	3,500,000
Legacy Garden Developer Reimb	200,000	200,000	-	200,000	98,040	-	101,960	-	101,960
Total West	$ 5,400,000	$ 5,300,000	$ 24,310	$ 5,324,310	$ 302,599	$ 18,535	$ 5,003,176	$ 329,973	$ 5,020,370
Total Expenditures	$ 9,131,700	$ 7,711,800	$ 396,814	$ 8,108,615	$ 380,925	$ 389,787	$ 7,337,902	$ 1,325,768	$ 7,306,697
REVENUE OVER (UNDER) EXPENDITURES				$ (2,884,615)	$ 3,726,053				
Beginning Fund Balance October 1				10,678,812	10,678,812				
Ending Fund Balance Current Month				$ 7,794,198	$ 14,404,865				

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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 Actual	Change from Prior Year
Police Donation Revenue	$ 14,000	$ -	$ 14,000	$ 10,096	$ -	$ 3,904	72%		$ 9,466	7%
Fire Donation Revenue	13,500	-	13,500	9,923	-	3,577	74%		9,319	6%
Child Safety Revenue	12,000	-	12,000	14,187	-	(2,187)	118%		6,739	111%
Court Security Revenue	8,000	-	8,000	4,935	-	3,065	62%		5,246	-6%
Court Technology Revenue	7,000	-	7,000	4,156	-	2,844	59%		4,524	-8%
Municipal Jury revenue	150	-	150	96	-	54	64%		98	-2%
Interest Income	1,425	-	1,425	1,952	-	(527)	137%		2,449	-20%
Interest Income CARES/ARPA Funds	-	-	-	7,654	-	(7,654)			(295)	-2694%
Tree Mitigation	-	-	-	14,175	-	(14,175)			221,875	-94%
Miscellaneous	-	-	-	2,997	-	(2,997)			3,111	-4%
CARES Act/ARPA Funding	3,045,165	-	3,045,165	6,018	-	3,039,147	0%		1,419,369	-100%
Transfer In	-	-	-	-	-	-			-	
Total Revenue	$ 3,101,240	$ -	$ 3,101,240	$ 76,190	$ -	$ 3,025,050	2%		$ 1,681,900	-95%
EXPENDITURES										
LEOSE Expenditure	$ 6,500	$ -	$ 6,500	$ -	$ -	$ 6,500	0%		$ 2,500	-100%
Court Technology Expense	-	14,664	14,664	10,688	-	3,976	73%		-	
Court Security Expense	16,936	-	16,936	-	-	16,936	0%		560	-100%
Police Donation Expense	26,204	-	26,204	8,237	16,189	1,779	93%	1	788	945%
Fire Donation Expense	5,000	-	5,000	-	-	5,000	0%		4,483	-100%
Child Safety Expense	39,698	-	39,698	2,706	20,780	16,212	59%		-	
Tree Mitigation Expense	400,000	(366,400)	33,600	33,600	-	-	100%	2	-	
Police Seizure Expense	8,227	-	8,227	-	-	8,227	0%		4,250	-100%
CARES Act/ARPA Funding	-	-	-	-	-	-			1,420,316	-100%
Transfer Out (Tree Mitigation funds)	-	366,400	366,400	366,400	-	-	100%	3	-	
Total Expenses	$ 502,565	$ 14,664	$ 517,229	$ 421,631	$ 36,969	$ 58,630	82%		$ 1,432,898	-71%
REVENUE OVER (UNDER) EXPENDITURES	$ 2,598,675	$ (14,664)	$ 2,584,011	$ (345,441)					$ 249,002	
Beginning Fund Balance October 1			848,389	848,389					567,535	
Ending Fund Balance Current Month			$ 3,432,400	$ 502,948					$ 816,537	

Notes

1 Purchase orders have been issued for various approved discretionary packages.

2,3 Funds have been spent/transferred to capital to be used for projects.

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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
REVENUES									
Grants		$ -	$ -	$ -	$ -				
Bond Proceeds		34,688,033	-	34,688,033	-				
Interest Income		-	-	-	81,928				
Other Revenue		-	-	-	-				
Transfers In - General Fund		4,295,000	2,348,400	6,643,400	5,211,733				
Transfers In - Impact Fee Funds		2,180,000	-	2,180,000	-				
Transfers In - Bond Funds		-	-	-	6,539,289				
Total Revenues		$ 41,163,033	$ 2,348,400	$ 43,511,433	$ 11,832,951				
EXPENDITURES									
Frontier Parkway BNSF Overpass	9,143,771	287,783	-	287,783	99,791	-	187,992	8,855,826	188,154
West Prosper Roads	14,168,828	518,952	-	518,952	586	-	518,366	14,016,735	151,507
Traffic Signal (Coit & First)	306,300	306,300	19,500	19,500	-	19,500	-	286,799	1
BNSF Quiet Zone First/Fifth	145,000	127,186	-	127,186	-	4,950	122,236	17,146	122,904
Prosper Trail (Coit-Custer) 2 Lanes	6,422,068	1,006,205	700,868	1,707,073	1,023,179	30,803	653,091	4,715,110	652,976
Cook Lane (First-End)	20,799	-	20,799	20,799	20,799	-	-	-	(0)
Preston/First Turn Lane	100,000	100,000	-	100,000	-	-	100,000	-	100,000
First St (DNT to Coleman)	4,011,567	2,293,095	310,941	2,604,036	38,055	297,836	2,268,145	1,407,531	2,268,145
Fishtrap (Elem-DNT) 4 Lanes	20,754,430	19,689,411	138,563	19,827,974	1,385,966	102,250	18,339,758	873,947	18,392,267
First St (Coit-Custer) 4 Lanes	22,085,000	21,012,639	175,800	21,188,439	80,993	121,700	20,985,746	921,427	20,960,880
Fishtrap, Segment 4 (Middle-Elem)	2,944,190	205,011	1,714,417	1,919,428	1,674,423	83,123	161,883	1,085,647	100,997
Preston/Prosper Trail Turn Lane	100,000	100,000	-	100,000	-	-	100,000	-	100,000
Victory Way (Coleman-Frontier)	2,500,000	-	-	-	-	-	-	2,284,783	215,217
Craig Street (Preston-Fifth)	450,000	450,000	-	450,000	42,470	257,130	150,400	-	150,400
Prosper Trail/DNT Intersection Improvements	2,113,000	-	78,645	78,645	61,059	(0)	17,586	2,034,355	17,586
Fishtrap Section 1 & 4	778,900	19,200	6,500	25,700	-	6,500	19,200	727,808	44,592
Fishtrap Segment 2 (PISD reimbursement)	1,063,033	1,063,033	-	1,063,033	938,997	-	133,773	-	124,036
Fishtrap (Teel - Gee Road)	6,025,000	6,025,000	-	6,025,000	-	-	6,025,000	-	6,025,000
Gee Road (Fishtrap - Windsong)	3,520,000	3,520,000	-	3,520,000	-	-	3,520,000	-	3,520,000
Teel (US 380 Intersection Improvements)	1,280,000	1,180,000	-	1,180,000	-	-	1,180,000	-	1,280,000
Coleman (Gorgeous - Prosper Trail)	5,500,000	700,000	450,000	1,150,000	19	861,421	288,561	-	4,638,561
Coleman (Prosper Trail - PHS)	3,000,000	675,000	(300,000)	375,000	-	-	375,000	-	3,000,000
Legacy (Prairie - Fishtrap)	8,225,000	850,000	-	850,000	15,200	778,800	56,000	-	7,431,000
Teel Parkway (US 380 - Fishtrap Rd) NB 2 Lanes (Design)	900,000	-	750,000	750,000	16,000	202,200	531,800	-	681,800
Total Street Projects	$ 115,556,886	$ 60,128,815	$ 4,066,034	$ 63,888,549	$ 5,397,537	$ 2,766,213	$ 55,734,536	$ 37,227,114	$ 70,166,022

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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
Downtown Monument	455,000	204,257	43,546	247,803	41,796	1,750	204,257	207,411	204,043
Turf Irrigation SH289	68,000	19,065	-	19,065	-	-	19,065	48,935	19,065
US 380 Median Design (Green Ribbon)	821,250	751,550	-	751,550	-	-	751,550	65,800	755,450
Whitley Place H&B Trail Extension	750,000	1,621	-	1,621	-	-	1,621	734,209	15,791
Whitley Place H&B Trail Extension (Pwr line Esmnt)	280,000	44,797	-	44,797	-	-	44,797	235,202	44,798
Tanner's Mill Phase 2 Design	1,030,000	951,700	433,621	1,385,321	56,739	10,701	1,317,881	14,080	948,480
Lakewood Preserve, Phase 2	3,845,000	3,845,000	-	3,845,000	-	-	3,845,000	-	3,845,000
Pecan Grove Ph II	67,500	7,606	35,959	43,565	34,624	9,135	25,159	26,435	(2,694)
Downtown Pond Improvements	120,000	120,000	-	120,000	11,760	1,745	106,495	-	106,495
Sexton Park Phase I	1,200,000	1,200,000	-	1,200,000	14,430	1,067,170	118,400	-	118,400
Gee Road Trail Connection	700,000	700,000	-	700,000	-	-	700,000	-	700,000
Coleman Median Landscape (Victory-Preston)	650,000	650,000	-	650,000	13,693	14,850	621,457	-	621,457
Prosper Trail Median Landscape	275,000	275,000	-	275,000	5,828	6,406	262,766	-	262,766
Coleman Median Landscape (Talon-Victory)	454,025	424,050	-	424,050	340,563	2,150	81,337	-	111,312
Total Park Projects	$ 10,715,775	$ 9,194,646	$ 513,125	$ 9,707,771	$ 519,433	$ 1,113,907	$ 8,099,785	$ 1,332,072	$ 7,750,363
PD Car Camera and Body worn Camera System	387,225	387,225	-	387,225	-	-	387,225	-	387,225
Station #3 Quint Engine	1,350,000	1,350,000	145,000	1,495,000	1,194,041	-	300,959	-	155,959
Station #3 Ambulance	460,000	460,000	35,000	495,000	-	319,453	175,547	-	140,547
Street Broom	36,900	-	43,960	43,960	43,960	-	43,960	-	(7,060)
Storm Siren	33,860	294	33,566	33,860	33,566	0	40,574	-	294
Scag Wind Storm Blower	9,300	183	-	183	-	-	183	-	9,300
Heavy Duty Trailer	18,250	-	26,626	26,626	26,626	-	-	-	(8,376)
Verti-Cutter	12,000	-	19,908	19,908	19,908	-	19,908	-	(7,908)
Skid Steer	81,013	-	81,013	81,013	81,013	-	-	-	-
Z-Max Spreader/Sprayer	12,000	-	12,590	12,590	12,590	-	12,590	-	(590)
Park Ops Vehicle	25,889	-	27,035	27,035	-	27,035	27,035	-	(1,146)
Bucket Truck	117,261	-	126,757	126,757	-	126,757	126,757	-	(9,496)
Awnings for Storage	19,800	19,800	-	19,800	1,500	9,900	8,400	-	8,400
Engineering Vehicle	35,998	35,998	-	35,998	-	34,352	1,646	-	1,646
Public Safety Complex FFE		4,000	4,000	4,000	-	-	4,000	-	-
Public Safety Complex, Phase 2-Design	1,555,615	-	676,700	676,700	386,282	289,808	290,418	-	879,525
Public Safety Complex, Phase 2-Dev Costs	670,000	661,750	(22,675)	639,075	37,756	90,084	511,235	-	542,160
Public Safety Complex, Phase 2-Construction	14,500,000	14,499,671	-	14,499,671	1,281,684	13,217,853	134	-	463
Public Safety Complex, Phase 2-FFE	1,274,385	1,274,385	-	1,274,385	-	-	1,274,385	-	1,274,385
Fire Engine Station 4 - FUNDS REALLOCATED	1,100,000	1,100,000	(900,000)	200,000	-	-	208,380	-	200,000
Fire Station #4 - Design	600,000	600,000	-	600,000	49,811	558,643	(75)	-	(8,455)
Fire Station #4 - Engine	1,250,000	-	1,250,000	1,250,000	949,757	-	308,623	-	300,243
Fire Station #4 - Ambulance	552,000	-	552,000	552,000	-	376,392	183,988	-	175,608
Fire Station #4 - Other Costs	8,250	-	-	-	-	8,250	130	-	-
Total Facility Projects	$ 24,109,746	$ 20,393,306	$ 2,111,480	$ 22,500,786	$ 4,118,495	$ 15,058,527	$ 3,926,002	$ -	$ 4,032,724
Transfer Out	-	-	-	-	-	-	-	-	-
Total Expenditures	$ 150,382,407	$ 89,716,767	$ 6,690,639	$ 96,097,107	$ 10,035,464	$ 18,938,647	$ 67,760,322	$ 38,559,186	$ 81,949,109
REVENUE OVER (UNDER) EXPENDITURES				$ (52,585,674)	$ 1,797,486				
Beginning Fund Balance (Restricted for Capital Projects) October 1				55,411,735	55,411,735				
Ending Fund Balance (Restricted for Capital Projects) Current Month				$ 2,826,061	$ 57,209,221				

TOWN OF PROSPER, TEXAS
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CAPITAL PROJECTS FUND-WATER/SEWER

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance
REVENUES									
Interest Income		$ -	$ -	$ -	$ 7,244				
Bond Proceeds		14,931,000	-	14,931,000	-				
Transfers In		563,323	-	563,323	549,215				
Transfers In - Impact Fee Funds		10,500,000	-	10,500,000	-				
Transfers In - Bond Funds		-	-	-	74,383				
Total Revenues		$ 25,994,323	$ -	$ 25,994,323	$ 630,842				
EXPENDITURES									
Lower Pressure Plane Pump Station Design	24,331,100	22,746,000	432,371	23,178,371	22,264	410,108	22,746,000	1,148,013	22,750,716
Fishtrap EST (South)	6,433,700	6,000	187,924	193,924	-	187,924	6,000	6,239,583	6,193
Water Supply Line Phase I	13,181,703	133,230	37,227	170,457	-	37,227	133,230	12,956,822	187,654
Custer Rd Meter Station/Water Line Relocation	3,866,832	32,598	49,421	82,019	-	74,419	7,600	3,795,144	(2,731)
E-W Collector (Cook-DNT)	680,775	128,000	5,400	133,400	-	-	133,400	547,223	133,552
Doe Branch Parallel Interceptor	-	-	4,500	4,500	4,500	-	-	-	(4,500)
Fishtrap (Elem-DNT) Water Line	5,000,000	5,000,000	-	5,000,000	-	-	5,000,000	-	5,000,000
Total Water & Wastewater Projects	$ 53,494,110	$ 28,045,828	$ 716,843	$ 28,762,671	$ 26,764	$ 709,678	$ 28,026,230	$ 24,686,785	$ 28,070,884
Old Town Drainage	665,000	50,000	-	50,000	-	-	50,000	603,142	61,858
Frontier Park/Preston Lakes Drainage	1,085,000	985,000	-	985,000	459	-	984,541	36,510	1,048,031
Old Town Regional Pond #2	385,000	-	45,751	45,751	28,638	17,114	-	2,572	336,677
Old Town Drainage Broadway Design & Construction	691,686	60,240	6,398	66,638	-	6,398	60,240	318,568	366,720
Total Drainage Projects	$ 2,826,686	$ 1,095,240	$ 52,149	$ 1,147,389	$ 29,097	$ 23,512	$ 1,094,781	$ 960,792	$ 1,813,286
Transfer out	-	-	-	-	-	-	-		
Total Expenses	$ 56,320,796	$ 29,141,068	$ 768,992	$ 29,910,060	$ 55,860	$ 733,189	$ 29,121,011	$ 25,647,577	$ 29,884,170
				$ (3,915,737)	$ 574,982				
Beginning Fund Balance (Restricted for Capital Projects) October 1				5,258,203	5,258,203				
Ending Fund Balance (Restricted for Capital Projects) Current Month				$ 1,342,466	$ 5,833,185				

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Fund number: 100	**GENERAL**								
100-4035-10-00	3% Construction Fee	(500,000.00)		(500,000.00)	(709,175.72)	(92,466.89)		141.84	209,175.72
100-4061-10-00	Notary Fees	(200.00)		(200.00)	(95.00)	(20.00)		47.50	(105.00)
	Subtotal object - 04	(500,200.00)		(500,200.00)	(709,270.72)	(92,486.89)		141.80	209,070.72
100-4105-10-00	Property Taxes -Deli	(150,000.00)		(150,000.00)	(176,276.73)	6,875.03		117.52	26,276.73
100-4110-10-00	Property Taxes -Curr	(19,031,473.00)		(19,031,473.00)	(18,803,074.11)	(67,985.05)		98.80	(228,398.89)
100-4111-10-00	VIT Motor Vehicle Ta	(10,000.00)		(10,000.00)	(3,571.03)			35.71	(6,428.97)
100-4115-10-00	Taxes -Penalties	(75,000.00)		(75,000.00)	(68,261.61)	(4,414.58)		91.02	(6,738.39)
100-4120-10-00	Sales Taxes	(7,972,237.00)		(7,972,237.00)	(6,193,403.88)	(843,146.66)		77.69	(1,778,833.12)
100-4130-10-00	Sales Tax-Mixed Beve	(105,000.00)		(105,000.00)	(68,367.24)	(14,725.03)		65.11	(36,632.76)
100-4140-10-00	Franchise Taxes - El	(1,100,000.00)		(1,100,000.00)	(520,009.86)			47.27	(579,990.14)
100-4150-10-00	Franchise Taxes - Te	(40,000.00)		(40,000.00)	(13,321.05)	(9,275.38)		33.30	(26,678.95)
100-4160-10-00	Franchise Taxes - Ga	(185,000.00)		(185,000.00)	(254,995.46)			137.84	69,995.46
100-4170-10-00	Franchise Taxes - Ro	(175,000.00)		(175,000.00)	(134,289.61)	(9,243.32)		76.74	(40,710.39)
100-4185-10-00	Franchise Fee - W/S	(432,889.00)		(432,889.00)	(288,592.64)	(36,074.08)		66.67	(144,296.36)
100-4190-10-00	Franchise Fee-Cable	(65,000.00)		(65,000.00)	(27,487.22)	(13,208.83)		42.29	(37,512.78)
	Subtotal object - 04	(29,341,599.00)		(29,341,599.00)	(26,551,650.44)	(991,197.90)		90.49	(2,789,948.56)
100-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(90.00)	(20.00)		60.00	(60.00)
100-4203-10-00	New Cingular Tower L	(25,523.00)		(25,523.00)	(16,925.23)	(2,153.78)		66.31	(8,597.77)
100-4218-10-00	Administrative Fees-	(15,000.00)		(15,000.00)	(10,000.00)	(1,250.00)		66.67	(5,000.00)
100-4230-10-00	Other Permits	(2,950.00)		(2,950.00)	(5,650.00)			191.53	2,700.00
	Subtotal object - 04	(43,623.00)		(43,623.00)	(32,665.23)	(3,423.78)		74.88	(10,957.77)
100-4610-10-00	Interest Income	(70,000.00)		(70,000.00)	(63,012.01)	(10,583.76)		90.02	(6,987.99)
	Subtotal object - 04	(70,000.00)		(70,000.00)	(63,012.01)	(10,583.76)		90.02	(6,987.99)
100-4910-10-00	Other Revenue	(20,000.00)		(20,000.00)	(12,803.16)	(108.00)		64.02	(7,196.84)
100-4920-10-00	Lease Proceeds	(1.00)		(1.00)	(1.00)			100.00	
100-4995-10-00	Transfer In/Out	(1,100,514.00)		(1,100,514.00)	(733,676.00)	(91,709.50)		66.67	(366,838.00)
	Subtotal object - 04	(1,120,515.00)		(1,120,515.00)	(746,480.16)	(91,817.50)		66.62	(374,034.84)
Program number:	DEFAULT PROGRAM	(31,075,937.00)		(31,075,937.00)	(28,103,078.56)	(1,189,509.83)		90.43	(2,972,858.44)
100-4410-10-07	Court Fines	(325,000.00)		(325,000.00)	(160,899.19)	(22,417.80)		49.51	(164,100.81)
100-4425-10-07	Time Payment Fee Rei	(500.00)		(500.00)	(285.00)	(30.00)		57.00	(215.00)
	Subtotal object - 04	(325,500.00)		(325,500.00)	(161,184.19)	(22,447.80)		49.52	(164,315.81)
Program number: 7	MUNICIPAL COURT	(325,500.00)		(325,500.00)	(161,184.19)	(22,447.80)		49.52	(164,315.81)
100-4930-10-99	Insurance Proceeds	(25,000.00)		(25,000.00)				-	(25,000.00)
	Subtotal object - 04	(25,000.00)		(25,000.00)				-	(25,000.00)
Program number: 99	NON-DEPARTMENTAL	(25,000.00)		(25,000.00)				-	(25,000.00)
Department number: 10	ADMINISTRATION	(31,426,437.00)		(31,426,437.00)	(28,264,262.75)	(1,211,957.63)		89.94	(3,162,174.25)
100-4230-20-01	Other Permits	(250.00)		(250.00)	(400.00)	(25.00)		160.00	150.00
	Subtotal object - 04	(250.00)		(250.00)	(400.00)	(25.00)		160.00	150.00
100-4440-20-01	Accident Reports	(2,000.00)		(2,000.00)	(994.00)	(44.00)		49.70	(1,006.00)
100-4450-20-01	Alarm Fee	(75,000.00)		(75,000.00)	(45,989.00)	(5,652.00)		61.32	(29,011.00)
	Subtotal object - 04	(77,000.00)		(77,000.00)	(46,983.00)	(5,696.00)		61.02	(30,017.00)
100-4510-20-01	Grants	(28,000.00)		(28,000.00)	(33,219.52)	(1,106.71)		118.64	5,219.52
	Subtotal object - 04	(28,000.00)		(28,000.00)	(33,219.52)	(1,106.71)		118.64	5,219.52
100-4910-20-01	Other Revenue	(5,000.00)		(5,000.00)	(445.00)	(120.00)		8.90	(4,555.00)
	Subtotal object - 04	(5,000.00)		(5,000.00)	(445.00)	(120.00)		8.90	(4,555.00)
Program number: 1	OPERATIONS	(110,250.00)		(110,250.00)	(81,047.52)	(6,947.71)		73.51	(29,202.48)
Department number: 20	POLICE	(110,250.00)		(110,250.00)	(81,047.52)	(6,947.71)		73.51	(29,202.48)
100-4310-30-01	Charges for Services	(550,000.00)		(550,000.00)	(571,650.67)	(74,645.42)		103.94	21,650.67
	Subtotal object - 04	(550,000.00)		(550,000.00)	(571,650.67)	(74,645.42)		103.94	21,650.67
100-4411-30-01	CC Fire Assoc	(500.00)		(500.00)	(294.82)			58.96	(205.18)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 04	(500.00)		(500.00)	(294.82)			58.96	(205.18)
100-4510-30-01	Grants	(204,914.00)		(204,914.00)	(229,734.56)	(51,589.54)		112.11	24,820.56
	Subtotal object - 04	(204,914.00)		(204,914.00)	(229,734.56)	(51,589.54)		112.11	24,820.56
100-4910-30-01	Other Revenue				(420.00)	(420.00)		-	420.00
	Subtotal object - 04				(420.00)	(420.00)		-	420.00
Program number: 1	OPERATIONS	(755,414.00)		(755,414.00)	(802,100.05)	(126,654.96)		106.18	46,686.05
100-4315-30-05	Fire Review/Inspect	(140,000.00)		(140,000.00)	(82,200.00)	(450.00)		58.71	(57,800.00)
	Subtotal object - 04	(140,000.00)		(140,000.00)	(82,200.00)	(450.00)		58.71	(57,800.00)
100-4510-30-05	Grants				(3,653.54)			-	3,653.54
	Subtotal object - 04				(3,653.54)			-	3,653.54
Program number: 5	MARSHAL	(140,000.00)		(140,000.00)	(85,853.54)	(450.00)		61.32	(54,146.46)
Department number: 30	FIRE	(895,414.00)		(895,414.00)	(887,953.59)	(127,104.96)		99.17	(7,460.41)
100-4017-40-01	Contractor Registrat	(87,500.00)		(87,500.00)	(59,900.00)	(6,900.00)		68.46	(27,600.00)
100-4060-40-01	NSF Fees				(50.00)	(25.00)		-	50.00
	Subtotal object - 04	(87,500.00)		(87,500.00)	(59,950.00)	(6,925.00)		68.51	(27,550.00)
100-4210-40-01	Building Permits	(3,751,000.00)		(3,751,000.00)	(2,918,367.80)	(342,491.69)		77.80	(832,632.20)
100-4220-40-01	Zoning Permits				28.00	28.00		-	(28.00)
100-4230-40-01	Other Permits	(200,000.00)		(200,000.00)	(195,290.00)	(28,345.00)		97.65	(4,710.00)
100-4240-40-01	Plumb/Elect/Mech Per	(45,000.00)		(45,000.00)	(56,950.55)	(11,470.55)		126.56	11,950.55
100-4242-40-01	Re-inspection Fees	(85,000.00)		(85,000.00)	(94,475.00)	(8,900.00)		111.15	9,475.00
	Subtotal object - 04	(4,081,000.00)		(4,081,000.00)	(3,265,055.35)	(391,179.24)		80.01	(815,944.65)
100-4910-40-01	Other Revenue	(55,000.00)		(55,000.00)	(57,572.71)	(3,294.16)		104.68	2,572.71
	Subtotal object - 04	(55,000.00)		(55,000.00)	(57,572.71)	(3,294.16)		104.68	2,572.71
Program number: 1	INSPECTIONS	(4,223,500.00)		(4,223,500.00)	(3,382,578.06)	(401,398.40)		80.09	(840,921.94)
100-4211-40-02	Multi-Family Registr	(9,780.00)		(9,780.00)	(9,480.00)			96.93	(300.00)
100-4245-40-02	Health Inspections	(60,000.00)		(60,000.00)	(43,200.00)	(4,600.00)		72.00	(16,800.00)
	Subtotal object - 04	(69,780.00)		(69,780.00)	(52,680.00)	(4,600.00)		75.49	(17,100.00)
Program number: 2	CODE COMPLIANCE	(69,780.00)		(69,780.00)	(52,680.00)	(4,600.00)		75.49	(17,100.00)
100-4207-40-03	Network Node Applica				(1,250.00)			-	1,250.00
100-4220-40-03	Zoning Application F	(25,000.00)		(25,000.00)	(45,600.00)	(10,930.00)		182.40	20,600.00
100-4225-40-03	Development Applicat	(70,000.00)		(70,000.00)	(49,740.00)	(6,620.00)		71.06	(20,260.00)
	Subtotal object - 04	(95,000.00)		(95,000.00)	(96,590.00)	(17,550.00)		101.67	1,590.00
100-4910-40-03	Other Revenue				(700.00)	300.00		-	700.00
	Subtotal object - 04				(700.00)	300.00		-	700.00
Program number: 3	PLANNING	(95,000.00)		(95,000.00)	(97,290.00)	(17,250.00)		102.41	2,290.00
Department number: 40	DEVELOPMENT SERVICES	(4,388,280.00)		(4,388,280.00)	(3,532,548.06)	(423,248.40)		80.50	(855,731.94)
100-4208-50-01	Network Node Annual				(3,000.00)			-	3,000.00
100-4209-50-01	Network Node Monthly	(3,000.00)		(3,000.00)				-	(3,000.00)
	Subtotal object - 04	(3,000.00)		(3,000.00)	(3,000.00)			100.00	
100-4510-50-01	Grants				(3,773.60)			-	3,773.60
	Subtotal object - 04				(3,773.60)			-	3,773.60
100-4910-50-01	Other Revenue	(20,000.00)		(20,000.00)	(100,670.00)	(2,700.00)		503.35	80,670.00
	Subtotal object - 04	(20,000.00)		(20,000.00)	(100,670.00)	(2,700.00)		503.35	80,670.00
Program number: 1	STREETS	(23,000.00)		(23,000.00)	(107,443.60)	(2,700.00)		467.15	84,443.60
Department number: 50	PUBLIC WORKS	(23,000.00)		(23,000.00)	(107,443.60)	(2,700.00)		467.15	84,443.60
100-4056-60-00	Field Rental Fees	(195,000.00)		(195,000.00)	(152,015.00)	(210.00)		77.96	(42,985.00)
100-4057-60-00	Pavilion User Fees	(3,500.00)		(3,500.00)	(2,115.00)	85.00		60.43	(1,385.00)
100-4058-60-00	Park Program Fees	(140,000.00)		(140,000.00)	(170,041.01)	(36,823.75)		121.46	30,041.01
	Subtotal object - 04	(338,500.00)		(338,500.00)	(324,171.01)	(36,948.75)		95.77	(14,328.99)
100-4721-60-00	Prosper Christmas Do	(38,500.00)		(38,500.00)	(22,450.00)			58.31	(16,050.00)
100-4725-60-00	Fishing Derby Sponso	(500.00)		(500.00)				-	(500.00)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 04	(39,000.00)		(39,000.00)	(22,450.00)			57.56	(16,550.00)
100-4910-60-00	Other Revenue	(64,000.00)		(64,000.00)	(152,860.00)	(150,200.00)		238.84	88,860.00
	Subtotal object - 04	(64,000.00)		(64,000.00)	(152,860.00)	(150,200.00)		238.84	88,860.00
Program number:	DEFAULT PROGRAM	(441,500.00)		(441,500.00)	(499,481.01)	(187,148.75)		113.13	57,981.01
100-4063-60-05	Lost Fees	(1,200.00)		(1,200.00)	(2,046.83)	(218.84)		170.57	846.83
100-4064-60-05	Printing/Copying Fee	(1,000.00)		(1,000.00)	(1,197.35)	(164.70)		119.74	197.35
100-4066-60-05	Library Card Fees	(7,000.00)		(7,000.00)	(9,850.00)	(1,850.00)		140.71	2,850.00
	Subtotal object - 04	(9,200.00)		(9,200.00)	(13,094.18)	(2,233.54)		142.33	3,894.18
100-4510-60-05	Grants				(500.00)			-	500.00
	Subtotal object - 04				(500.00)			-	500.00
100-4910-60-05	Other Revenue				(27.58)	(3.03)		-	27.58
	Subtotal object - 04				(27.58)	(3.03)		-	27.58
Program number: 5	LIBRARY	(9,200.00)		(9,200.00)	(13,621.76)	(2,236.57)		148.06	4,421.76
Department number: 60	COMMUNITY SERVICES	(450,700.00)		(450,700.00)	(513,102.77)	(189,385.32)		113.85	62,402.77
100-4312-98-01	Engineering Plan Rev	(3,000.00)		(3,000.00)	(4,650.00)	(450.00)		155.00	1,650.00
	Subtotal object - 04	(3,000.00)		(3,000.00)	(4,650.00)	(450.00)		155.00	1,650.00
Program number: 1	ENGINEERING	(3,000.00)		(3,000.00)	(4,650.00)	(450.00)		155.00	1,650.00
Department number: 98	ENGINEERING	(3,000.00)		(3,000.00)	(4,650.00)	(450.00)		155.00	1,650.00
	Revenue Subtotal - - - - - -	**(37,297,081.00)**		**(37,297,081.00)**	**(33,391,008.29)**	**(1,961,794.02)**		**89.53**	**(3,906,072.71)**
Program number: 1	**TOWN MANAGER**								
100-5110-10-01	Salaries & Wages	451,296.00	(16,954.00)	434,342.00	213,092.63	34,364.58		49.06	221,249.37
100-5126-10-01	Salaries-Vacation Bu	9,108.00		9,108.00	4,599.27			50.50	4,508.73
100-5140-10-01	Salaries - Longevity	750.00		750.00	740.00			98.67	10.00
100-5142-10-01	Car Allowance	6,000.00		6,000.00	4,000.00	500.00		66.67	2,000.00
100-5143-10-01	Cell Phone Allowance	1,980.00		1,980.00	830.00	165.00		41.92	1,150.00
100-5145-10-01	Social Security Expe	17,708.00		17,708.00	8,670.23	2,087.23		48.96	9,037.77
100-5150-10-01	Medicare Expense	6,803.00		6,803.00	3,128.73	488.14		45.99	3,674.27
100-5155-10-01	SUTA Expense	324.00		324.00	18.00	9.00		5.56	306.00
100-5160-10-01	Health Insurance	20,496.00		20,496.00	8,499.68	1,502.04		41.47	11,996.32
100-5162-10-01	HSA Expense	1,500.00		1,500.00	1,000.00	1,000.00		66.67	500.00
100-5165-10-01	Dental Insurance	864.00		864.00	333.78	57.28		38.63	530.22
100-5170-10-01	Life Insurance/AD&D	320.00		320.00	113.71	15.76		35.53	206.29
100-5175-10-01	Liability (TML)/Work	1,080.00		1,080.00	512.53	80.31		47.46	567.47
100-5180-10-01	TMRS Expense	66,852.00		66,852.00	31,240.21	4,975.33		46.73	35,611.79
100-5185-10-01	Long/Short Term Disa	858.00		858.00	394.60	70.15		45.99	463.40
100-5186-10-01	WELLE-Wellness Prog	1,200.00		1,200.00	400.00	50.00		33.33	800.00
100-5191-10-01	Hiring Cost				1,716.49			-	(1,716.49)
	Subtotal object - 05	587,139.00	(16,954.00)	570,185.00	279,289.86	45,364.82		48.98	290,895.14
100-5210-10-01	Office Supplies	200.00		200.00	155.07	155.07		77.54	44.93
100-5230-10-01	Dues,Fees,& Subscrip	7,900.00	(700.00)	7,200.00	5,034.57			69.93	2,165.43
100-5240-10-01	Postage and Delivery	125.00		125.00	10.68			8.54	114.32
100-5280-10-01	Printing and Reprodu	100.00		100.00	50.00	50.00		50.00	50.00
100-5290-10-01	Other Charges and Se	2,000.00	1,200.00	3,200.00	3,426.22	361.98		107.07	(226.22)
	Subtotal object - 05	10,325.00	500.00	10,825.00	8,676.54	567.05		80.15	2,148.46
100-5330-10-01	Copier Expense	900.00		900.00	769.19			85.47	130.81
	Subtotal object - 05	900.00		900.00	769.19			85.47	130.81
100-5400-10-01	Uniform Expense				334.76	58.96		-	(334.76)
100-5410-10-01	Professional Service		19,000.00	19,000.00	14,928.77		4,000.00	78.57	71.23
100-5419-10-01	IT Licenses		6,700.00	6,700.00	6,700.00			100.00	
100-5430-10-01	Legal Fees	120,000.00		120,000.00	71,893.75	8,783.86		59.91	48,106.25
100-5480-10-01	Contracted Services	150.00		150.00				-	150.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	120,150.00	25,700.00	145,850.00	93,857.28	8,842.82	4,000.00	64.35	47,992.72
100-5526-10-01	Data Network				265.93	75.98		-	(265.93)
100-5530-10-01	Travel	4,400.00		4,400.00	624.62			14.20	3,775.38
100-5536-10-01	Training/Seminars	3,170.00	(500.00)	2,670.00	1,274.13	384.63		47.72	1,395.87
	Subtotal object - 05	7,570.00	(500.00)	7,070.00	2,164.68	460.61		30.62	4,905.32
100-5970-10-01	VERF Charges for Ser	265.00		265.00	176.64	22.08		66.66	88.36
	Subtotal object - 05	265.00		265.00	176.64	22.08		66.66	88.36
Program number: 1	**TOWN MANAGER**	**726,349.00**	**8,746.00**	**735,095.00**	**384,934.19**	**55,257.38**	**4,000.00**	**52.37**	**346,160.81**
Program number: 2	**TOWN SECRETARY**								
100-5110-10-02	Salaries & Wages	152,914.00	2,647.00	155,561.00	108,788.57	13,942.46		69.93	46,772.43
100-5115-10-02	Salaries - Overtime	2,000.00		2,000.00	384.07			19.20	1,615.93
100-5140-10-02	Salaries - Longevity	440.00		440.00	230.00			52.27	210.00
100-5143-10-02	Cell Phone Allowance	720.00		720.00	560.00	70.00		77.78	160.00
100-5145-10-02	Social Security Expe	9,677.00		9,677.00	6,497.16	827.23		67.14	3,179.84
100-5150-10-02	Medicare Expense	2,264.00		2,264.00	1,519.51	193.46		67.12	744.49
100-5155-10-02	SUTA Expense	486.00		486.00	265.75	1.73		54.68	220.25
100-5160-10-02	Health Insurance	20,496.00		20,496.00	10,372.10	1,306.12		50.61	10,123.90
100-5162-10-02	HSA Expense	3,000.00		3,000.00	1,500.00			50.00	1,500.00
100-5165-10-02	Dental Insurance	432.00		432.00	259.20	32.40		60.00	172.80
100-5170-10-02	Life Insurance/AD&D	244.00		244.00	121.33	18.50		49.73	122.67
100-5175-10-02	Liability (TML)/Work	355.00		355.00	253.18	32.30		71.32	101.82
100-5180-10-02	TMRS Expense	22,241.00		22,241.00	15,488.14	2,001.05		69.64	6,752.86
100-5185-10-02	Long/Short Term Disa	255.00		255.00	187.39	25.64		73.49	67.61
100-5186-10-02	WELLE-Wellness Prog	1,200.00		1,200.00	800.00	100.00		66.67	400.00
100-5193-10-02	Records Retention	1,700.00	715.00	2,415.00	2,414.17			99.97	0.83
	Subtotal object - 05	218,424.00	3,362.00	221,786.00	149,640.57	18,550.89		67.47	72,145.43
100-5210-10-02	Office Supplies	700.00		700.00	972.70	73.94		138.96	(272.70)
100-5220-10-02	Office Equipment	2,000.00	(715.00)	1,285.00	20.48			1.59	1,264.52
100-5230-10-02	Dues,Fees,& Subscrip	915.00		915.00	483.00			52.79	432.00
100-5240-10-02	Postage and Delivery	100.00		100.00	104.46	1.26		104.46	(4.46)
100-5280-10-02	Printing and Reprodu	305.00		305.00				-	305.00
	Subtotal object - 05	4,020.00	(715.00)	3,305.00	1,580.64	75.20		47.83	1,724.36
100-5310-10-02	Rental Expense	9,900.00	1,400.00	11,300.00	7,108.52	1,042.96		62.91	4,191.48
100-5330-10-02	Copier Expense	900.00		900.00	750.39			83.38	149.61
	Subtotal object - 05	10,800.00	1,400.00	12,200.00	7,858.91	1,042.96		64.42	4,341.09
100-5400-10-02	Uniform Expense	150.00		150.00	122.32			81.55	27.68
100-5419-10-02	IT Licenses	68,500.00	(8,200.00)	60,300.00	59,501.84			98.68	798.16
100-5430-10-02	Legal Fees	66,000.00		66,000.00	53,917.40	9,655.00		81.69	12,082.60
100-5435-10-02	Legal Notices/Filing	9,000.00		9,000.00	3,392.86	719.60		37.70	5,607.14
100-5460-10-02	Election Expense	16,000.00	3,000.00	19,000.00	14,541.27	124.22	7,000.00	76.53	(2,541.27)
100-5480-10-02	Contracted Services	34,150.00	2,500.00	36,650.00	8,205.12		25,000.00	22.39	3,444.88
	Subtotal object - 05	193,800.00	(2,700.00)	191,100.00	139,680.81	10,498.82	32,000.00	73.09	19,419.19
100-5520-10-02	Telephones	720.00		720.00	257.31	40.19		35.74	462.69
100-5530-10-02	Travel	300.00	1,300.00	1,600.00	1,144.31	771.80		71.52	455.69
100-5533-10-02	Mileage Expense	275.00		275.00	37.32			13.57	237.68
100-5536-10-02	Training/Seminars	1,600.00		1,600.00	1,170.00	285.00		73.13	430.00
100-5538-10-02	Council/Public Offic	34,000.00		34,000.00	17,914.59	2,137.28		52.69	16,085.41
	Subtotal object - 05	36,895.00	1,300.00	38,195.00	20,523.53	3,234.27		53.73	17,671.47
100-5600-10-02	Special Events	8,895.00		8,895.00	4,188.42	2,351.96		47.09	4,706.58
	Subtotal object - 05	8,895.00		8,895.00	4,188.42	2,351.96		47.09	4,706.58
Program number: 2	**TOWN SECRETARY**	**472,834.00**	**2,647.00**	**475,481.00**	**323,472.88**	**35,754.10**	**32,000.00**	**68.03**	**120,008.12**

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
Program number: 3	**FINANCE**								
100-5110-10-03	Salaries & Wages	603,104.00	12,869.00	615,973.00	402,864.28	46,947.03		65.40	213,108.72
100-5115-10-03	Salaries - Overtime				57.83			-	(57.83)
100-5126-10-03	Salaries-Vacation Bu	12,236.00		12,236.00	9,283.88			75.87	2,952.12
100-5140-10-03	Salaries - Longevity	1,820.00		1,820.00	2,690.00			147.80	(870.00)
100-5143-10-03	Cell Phone Allowance	2,400.00		2,400.00	1,530.00	130.00		63.75	870.00
100-5145-10-03	Social Security Expe	38,413.00		38,413.00	24,099.81	2,779.04		62.74	14,313.19
100-5150-10-03	Medicare Expense	8,985.00		8,985.00	5,636.22	649.94		62.73	3,348.78
100-5155-10-03	SUTA Expense	1,296.00		1,296.00	299.10	2.88		23.08	996.90
100-5160-10-03	Health Insurance	71,736.00		71,736.00	43,538.82	4,103.20		60.69	28,197.18
100-5162-10-03	HSA Expense	5,700.00		5,700.00	9,504.26			166.74	(3,804.26)
100-5165-10-03	Dental Insurance	3,048.00		3,048.00	1,795.30	174.08		58.90	1,252.70
100-5170-10-03	Life Insurance/AD&D	835.00		835.00	529.73	51.57		63.44	305.27
100-5175-10-03	Liability (TML)/Work	1,426.00		1,426.00	958.99	108.46		67.25	467.01
100-5180-10-03	TMRS Expense	88,287.00		88,287.00	58,554.10	6,719.16		66.32	29,732.90
100-5185-10-03	Long/Short Term Disa	1,146.00		1,146.00	758.20	92.02		66.16	387.80
100-5186-10-03	WELLE-Wellness Prog	3,600.00		3,600.00	2,049.70	204.94		56.94	1,550.30
	Subtotal object - 05	844,032.00	12,869.00	856,901.00	564,150.22	61,962.32		65.84	292,750.78
100-5210-10-03	Office Supplies	5,200.00		5,200.00	2,352.93	371.14		45.25	2,847.07
100-5220-10-03	Office Equipment	3,905.00		3,905.00	1,350.40	228.42		34.58	2,554.60
100-5230-10-03	Dues,Fees,& Subscrip	9,440.00		9,440.00	7,160.03	129.99		75.85	2,279.97
100-5240-10-03	Postage and Delivery	2,400.00		2,400.00	1,247.81	109.04		51.99	1,152.19
100-5280-10-03	Printing and Reprodu	1,800.00		1,800.00	1,615.85	50.00		89.77	184.15
100-5290-10-03	Other Charges and Se	800.00		800.00	1,225.94	490.90		153.24	(425.94)
	Subtotal object - 05	23,545.00		23,545.00	14,952.96	1,379.49		63.51	8,592.04
100-5330-10-03	Copier Expense	1,600.00		1,600.00	1,245.94			77.87	354.06
	Subtotal object - 05	1,600.00		1,600.00	1,245.94			77.87	354.06
100-5400-10-03	Uniform Expense	570.00		570.00	528.70	71.00		92.75	41.30
100-5410-10-03	Professional Service	74,360.00		74,360.00	42,753.66	12,000.00	60,500.00	57.50	(28,893.66)
100-5412-10-03	Audit Fees	47,500.00		47,500.00	46,925.00			98.79	575.00
100-5414-10-03	Appraisal/Tax Fees	229,300.00		229,300.00	158,052.31	41,741.25	60,680.81	68.93	10,566.88
100-5418-10-03	IT Fees	55,740.00		55,740.00	48,630.96	5,701.25		87.25	7,109.04
100-5419-10-03	IT Licenses	8,200.00		8,200.00	7,500.00			91.46	700.00
100-5430-10-03	Legal Fees	8,000.00		8,000.00	3,206.31	95.00		40.08	4,793.69
100-5435-10-03	Legal Notices/Filing	100.00		100.00				-	100.00
	Subtotal object - 05	423,770.00		423,770.00	307,596.94	59,608.50	121,180.81	72.59	(5,007.75)
100-5530-10-03	Travel	13,980.00		13,980.00	1,010.75			7.23	12,969.25
100-5533-10-03	Mileage Expense	2,945.00		2,945.00	340.06	183.16		11.55	2,604.94
100-5536-10-03	Training/Seminars	9,055.00		9,055.00	5,064.00	2,259.00		55.93	3,991.00
	Subtotal object - 05	25,980.00		25,980.00	6,414.81	2,442.16		24.69	19,565.19
Program number: 3	**FINANCE**	**1,318,927.00**	**12,869.00**	**1,331,796.00**	**894,360.87**	**125,392.47**	**121,180.81**	**67.15**	**316,254.32**
Program number: 4	**HUMAN RESOURCES**								
100-5110-10-04	Salaries & Wages	337,202.00	10,214.00	347,416.00	226,863.15	29,290.06		65.30	120,552.85
100-5120-10-04	Salaries - Leave Tim				89.57			-	(89.57)
100-5126-10-04	Salaries-Vacation Bu	1,471.00		1,471.00				-	1,471.00
100-5140-10-04	Salaries - Longevity	490.00		490.00	425.00			86.74	65.00
100-5143-10-04	Cell Phone Allowance	840.00		840.00	560.00	70.00		66.67	280.00
100-5145-10-04	Social Security Expe	21,081.00		21,081.00	13,666.39	1,756.01		64.83	7,414.61
100-5150-10-04	Medicare Expense	4,930.00		4,930.00	3,196.19	410.68		64.83	1,733.81
100-5155-10-04	SUTA Expense	972.00		972.00	403.83	2.98		41.55	568.17
100-5160-10-04	Health Insurance	30,744.00		30,744.00	18,843.66	2,869.44		61.29	11,900.34

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
100-5162-10-04	HSA Expense	3,000.00		3,000.00	3,125.00			104.17	(125.00)
100-5165-10-04	Dental Insurance	1,296.00		1,296.00	874.96	137.72		67.51	421.04
100-5170-10-04	Life Insurance/AD&D	420.00		420.00	298.07	43.44		70.97	121.93
100-5175-10-04	Liability (TML)/Work	783.00		783.00	524.91	67.71		67.04	258.09
100-5180-10-04	TMRS Expense	48,451.00		48,451.00	32,044.70	4,193.78		66.14	16,406.30
100-5185-10-04	Long/Short Term Disa	508.00		508.00	384.25	57.00		75.64	123.75
100-5186-10-04	WELLE-Wellness Prog	1,200.00		1,200.00	792.18	139.94		66.02	407.82
100-5191-10-04	Hiring Cost	27,780.00		27,780.00	15,949.34	1,755.60		57.41	11,830.66
	Subtotal object - 05	481,168.00	10,214.00	491,382.00	318,041.20	40,794.36		64.72	173,340.80
100-5210-10-04	Office Supplies	1,400.00		1,400.00	1,447.59	93.93		103.40	(47.59)
100-5220-10-04	Office Equipment	4,655.00		4,655.00	2,521.96	49.99		54.18	2,133.04
100-5230-10-04	Dues,Fees,& Subscrip	2,830.00		2,830.00	1,060.09	230.39		37.46	1,769.91
100-5240-10-04	Postage and Delivery	300.00		300.00	46.70	41.20		15.57	253.30
100-5280-10-04	Printing and Reprodu	300.00		300.00				-	300.00
	Subtotal object - 05	9,485.00		9,485.00	5,076.34	415.51		53.52	4,408.66
100-5330-10-04	Copier Expense	2,000.00		2,000.00	886.23			44.31	1,113.77
	Subtotal object - 05	2,000.00		2,000.00	886.23			44.31	1,113.77
100-5400-10-04	Uniform Expense	500.00		500.00				-	500.00
100-5410-10-04	Professional Service	6,700.00		6,700.00	4,947.00	207.75		73.84	1,753.00
100-5419-10-04	IT Licenses	20,638.00		20,638.00	27,904.19	228.42		135.21	(7,266.19)
100-5430-10-04	Legal Fees	12,000.00		12,000.00	6,990.12	171.00		58.25	5,009.88
100-5435-10-04	Legal Notices/Filing	150.00		150.00	53.20			35.47	96.80
	Subtotal object - 05	39,988.00		39,988.00	39,894.51	607.17		99.77	93.49
100-5526-10-04	Data Network	480.00		480.00	265.93	75.98		55.40	214.07
100-5530-10-04	Travel	3,607.00		3,607.00	156.92	120.00		4.35	3,450.08
100-5533-10-04	Mileage Expense	1,000.00		1,000.00	555.92	205.92		55.59	444.08
100-5536-10-04	Training/Seminars	23,000.00		23,000.00	13,746.08	381.53		59.77	9,253.92
	Subtotal object - 05	28,087.00		28,087.00	14,724.85	783.43		52.43	13,362.15
100-5600-10-04	Special Events	13,500.00		13,500.00	11,215.08	525.00		83.08	2,284.92
	Subtotal object - 05	13,500.00		13,500.00	11,215.08	525.00		83.08	2,284.92
100-5970-10-04	VERF Charges for Ser	454.00		454.00	302.64	37.83		66.66	151.36
	Subtotal object - 05	454.00		454.00	302.64	37.83		66.66	151.36
Program number: 4	**HUMAN RESOURCES**	**574,682.00**	**10,214.00**	**584,896.00**	**390,140.85**	**43,163.30**		**66.70**	**194,755.15**
Program number: 5	**INFORMATION TECHNOLOGY**								
100-5110-10-05	Salaries & Wages	536,114.00	14,863.00	550,977.00	334,394.99	43,305.54		60.69	216,582.01
100-5115-10-05	Salaries - Overtime	11,860.00		11,860.00	7,968.20	1,377.37		67.19	3,891.80
100-5126-10-05	SALARIES-VACATION BU	2,994.00		2,994.00	3,023.20			100.98	(29.20)
100-5140-10-05	Salaries - Longevity	975.00		975.00	830.00			85.13	145.00
100-5143-10-05	Cell Phone Allowance	8,160.00		8,160.00	4,570.00	615.00		56.01	3,590.00
100-5145-10-05	Social Security Expe	33,582.00		33,582.00	19,370.39	2,502.41		57.68	14,211.61
100-5150-10-05	Medicare Expense	8,004.00		8,004.00	4,530.17	585.24		56.60	3,473.83
100-5155-10-05	SUTA Expense	1,296.00		1,296.00	57.89	1.61		4.47	1,238.11
100-5160-10-05	Health Insurance	71,736.00		71,736.00	45,722.34	5,967.46		63.74	26,013.66
100-5162-10-05	HSA Expense	7,200.00		7,200.00	6,750.00			93.75	450.00
100-5165-10-05	Dental Insurance	3,048.00		3,048.00	1,909.72	251.00		62.66	1,138.28
100-5170-10-05	Life Insurance/AD&D	803.00		803.00	490.88	60.94		61.13	312.12
100-5175-10-05	Liability (TML)/Work	1,258.00		1,258.00	795.50	102.31		63.24	462.50
100-5180-10-05	TMRS Expense	78,658.00		78,658.00	48,910.40	6,404.35		62.18	29,747.60
100-5185-10-05	Long/Short Term Disa	977.00		977.00	625.91	87.58		64.06	351.09
100-5186-10-05	WELLE-Wellness Prog	2,400.00		2,400.00	1,684.70	259.88		70.20	715.30
	Subtotal object - 05	769,065.00	14,863.00	783,928.00	481,634.29	61,520.69		61.44	302,293.71

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
100-5210-10-05	Office Supplies	300.00		300.00	467.05			155.68	(167.05)
100-5212-10-05	Building Supplies	500.00		500.00				-	500.00
100-5220-10-05	Office Equipment	12,290.00		12,290.00	21,449.19	143.83		174.53	(9,159.19)
100-5225-10-05	Computer Hardware	8,700.00		8,700.00	7,522.73	5.40		86.47	1,177.27
100-5230-10-05	Dues,Fees,& Subscrip	1,390.00		1,390.00	3,783.67			272.21	(2,393.67)
100-5240-10-05	Postage and Delivery	100.00		100.00	53.77			53.77	46.23
100-5280-10-05	Printing and Reprodu	100.00		100.00				-	100.00
100-5290-10-05	Other Charges and Se	800.00		800.00	780.00	390.00		97.50	20.00
	Subtotal object - 05	24,180.00		24,180.00	34,056.41	539.23		140.85	(9,876.41)
100-5330-10-05	Copier Expense	45,000.00		45,000.00	19,619.90		20,016.02	43.60	5,364.08
100-5350-10-05	Vehicle Expense	59,500.00		59,500.00	17,619.65	31.95	16,020.00	29.61	25,860.35
	Subtotal object - 05	104,500.00		104,500.00	37,239.55	31.95	36,036.02	35.64	31,224.43
100-5400-10-05	Uniform Expense	800.00		800.00	881.16			110.15	(81.16)
100-5418-10-05	IT Fees	63,000.00	3,200.00	66,200.00	34,247.03	1,939.94	68,100.00	51.73	(36,147.03)
100-5419-10-05	IT Licenses	409,899.00		409,899.00	198,238.88	2,770.26	28,348.24	48.36	183,311.88
100-5430-10-05	Legal Fees	1,600.00		1,600.00	608.00			38.00	992.00
100-5435-10-05	Legal Notices/Filing	300.00		300.00				-	300.00
100-5480-10-05	Contracted Services	53,428.00		53,428.00	35,195.84	5,117.00	9,743.00	65.88	8,489.16
	Subtotal object - 05	529,027.00	3,200.00	532,227.00	269,170.91	9,827.20	106,191.24	50.57	156,864.85
100-5520-10-05	Telephones	39,279.00		39,279.00	15,622.11	2,229.83		39.77	23,656.89
100-5526-10-05	Data Network	49,014.00		49,014.00	14,059.10	2,790.03		28.68	34,954.90
100-5530-10-05	Travel	9,700.00		9,700.00	3,876.63	2,779.75		39.97	5,823.37
100-5533-10-05	Mileage Expense	2,200.00		2,200.00	74.88			3.40	2,125.12
100-5536-10-05	Training/Seminars	6,276.00		6,276.00	3,511.65	660.00		55.95	2,764.35
	Subtotal object - 05	106,469.00		106,469.00	37,144.37	8,459.61		34.89	69,324.63
100-5620-10-05	Tools & Equipment	300.00		300.00	16.99			5.66	283.01
100-5630-10-05	Safety Equipment	450.00		450.00				-	450.00
	Subtotal object - 05	750.00		750.00	16.99			2.27	733.01
100-5970-10-05	VERF Charges for Ser	57,030.00		57,030.00	38,020.00	4,752.50		66.67	19,010.00
	Subtotal object - 05	57,030.00		57,030.00	38,020.00	4,752.50		66.67	19,010.00
100-6125-10-05	Capital Expense-Tech	30,000.00		30,000.00	25,000.00		9,689.00	83.33	(4,689.00)
	Subtotal object - 06	30,000.00		30,000.00	25,000.00		9,689.00	83.33	(4,689.00)
Program number: 5	**INFORMATION TECHNOLOGY**	**1,621,021.00**	**18,063.00**	**1,639,084.00**	**922,282.52**	**85,131.18**	**151,916.26**	**56.27**	**564,885.22**
Program number: 6	**COMMUNICATIONS**								
100-5110-10-06	Salaries & Wages	316,124.00	10,682.00	326,806.00	206,025.62	25,941.26		63.04	120,780.38
100-5115-10-06	Salaries - Overtime				72.18			-	(72.18)
100-5140-10-06	Salaries - Longevity	925.00		925.00	805.00			87.03	120.00
100-5143-10-06	Cell Phone Allowance	840.00		840.00	1,120.00	140.00		133.33	(280.00)
100-5145-10-06	Social Security Expe	18,271.00		18,271.00	11,791.29	1,596.68		64.54	6,479.71
100-5150-10-06	Medicare Expense	4,610.00		4,610.00	2,977.42	373.41		64.59	1,632.58
100-5155-10-06	SUTA Expense	648.00		648.00	36.00	0.33		5.56	612.00
100-5160-10-06	Health Insurance	20,496.00		20,496.00	8,699.08	1,023.96		42.44	11,796.92
100-5162-10-06	HSA Expense	750.00		750.00	750.00			100.00	
100-5165-10-06	Dental Expense	888.00		888.00	523.22	65.16		58.92	364.78
100-5170-10-06	Life Insurance/AD&D	419.00		419.00	241.06	28.82		57.53	177.94
100-5175-10-06	Liability (TML)/Work	732.00		732.00	439.41	61.59		60.03	292.59
100-5180-10-06	TMRS Expense	45,300.00		45,300.00	29,072.64	3,696.63		64.18	16,227.36
100-5185-10-06	Long/Short Term Disa	548.00		548.00	357.97	48.70		65.32	190.03
100-5186-10-06	WELLE-Wellness Prog	600.00		600.00	133.74			22.29	466.26
	Subtotal object - 05	411,151.00	10,682.00	421,833.00	263,044.63	32,976.54		62.36	158,788.37
100-5210-10-06	Office Supplies	700.00		700.00	136.75	72.17		19.54	563.25

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5220-10-06	Office Equipment	9,480.00	1,047.40	10,527.40	10,527.49	309.95		100.00	(0.09)
100-5230-10-06	Dues, Fees, & Subscr	3,143.00	1,890.00	5,033.00	4,364.57	1,985.29		86.72	668.43
100-5240-10-06	Postage and Delivery	3,500.00	(2,300.00)	1,200.00				-	1,200.00
100-5280-10-06	Printing and Reprodu	6,200.00	(4,590.00)	1,610.00	183.78	69.54		11.42	1,426.22
	Subtotal object - 05	23,023.00	(3,952.60)	19,070.40	15,212.59	2,436.95		79.77	3,857.81
100-5330-10-06	Copier Expense	300.00		300.00				-	300.00
	Subtotal object - 05	300.00		300.00				-	300.00
100-5400-10-06	Uniform Expense	250.00		250.00	177.40			70.96	72.60
100-5410-10-06	Professional Service	10,000.00	6,284.00	16,284.00	5,729.00		5,950.00	35.18	4,605.00
100-5419-10-06	IT Licenses	20,000.00	1,300.00	21,300.00	21,329.56			100.14	(29.56)
100-5430-10-06	Legal Fees	1,000.00	(500.00)	500.00				-	500.00
100-5480-10-06	Contract Services	55,010.00		55,010.00				-	55,010.00
	Subtotal object - 05	86,260.00	7,084.00	93,344.00	27,235.96		5,950.00	29.18	60,158.04
100-5520-10-06	Telephones	435.00		435.00	40.18	40.18		9.24	394.82
100-5526-10-06	Data Network	460.00	(230.00)	230.00	265.93	75.98		115.62	(35.93)
100-5530-10-06	Travel	5,500.00	(1,324.00)	4,176.00	1,425.57			34.14	2,750.43
100-5533-10-06	Mileage Expense	335.00		335.00	39.43			11.77	295.57
100-5536-10-06	Training/Seminars	1,500.00		1,500.00	825.00	75.00		55.00	675.00
	Subtotal object - 05	8,230.00	(1,554.00)	6,676.00	2,596.11	191.16		38.89	4,079.89
100-5600-10-06	Special Events	8,758.00	(270.00)	8,488.00	1,153.48	197.35		13.59	7,334.52
	Subtotal object - 05	8,758.00	(270.00)	8,488.00	1,153.48	197.35		13.59	7,334.52
Program number: 6	**COMMUNICATIONS**	**537,722.00**	**11,989.40**	**549,711.40**	**309,242.77**	**35,802.00**	**5,950.00**	**56.26**	**234,518.63**
Program number: 7	**MUNICIPAL COURT**								
100-5110-10-07	Salaries & Wages	255,313.00	1,706.00	257,019.00	171,228.51	20,000.16		66.62	85,790.49
100-5115-10-07	Salaries - Overtime	270.00		270.00				-	270.00
100-5126-10-07	Salaries-Vacation Bu	3,907.00		3,907.00	3,945.25			100.98	(38.25)
100-5140-10-07	Salaries - Longevity	810.00		810.00	765.00			94.44	45.00
100-5143-10-07	Cell Phone Allowance	720.00		720.00	480.00	60.00		66.67	240.00
100-5145-10-07	Social Security Expe	16,184.00		16,184.00	10,651.16	1,213.52		65.81	5,532.84
100-5150-10-07	Medicare Expense	3,785.00		3,785.00	2,491.01	283.82		65.81	1,293.99
100-5155-10-07	SUTA Expense	810.00		810.00	36.00			4.44	774.00
100-5160-10-07	Health Insurance	30,744.00		30,744.00	14,921.40	1,800.78		48.53	15,822.60
100-5162-10-07	HSA Expense	750.00		750.00	1,500.00			200.00	(750.00)
100-5165-10-07	Dental Insurance	1,296.00		1,296.00	817.58	102.24		63.09	478.42
100-5170-10-07	Life Insurance/AD&D	338.00		338.00	204.87	23.64		60.61	133.13
100-5175-10-07	Liability (TML)/Work	1,204.00		1,204.00	1,101.66	130.30		91.50	102.34
100-5180-10-07	TMRS Expense	37,195.00		37,195.00	24,755.31	2,857.14		66.56	12,439.69
100-5185-10-07	Long/Short Term Disa	394.00		394.00	259.07	34.04		65.75	134.93
100-5186-10-07	WELLE-Wellness Prog	600.00		600.00	400.00	50.00		66.67	200.00
	Subtotal object - 05	354,320.00	1,706.00	356,026.00	233,556.82	26,555.64		65.60	122,469.18
100-5210-10-07	Office Supplies	2,390.00		2,390.00	1,131.58			47.35	1,258.42
100-5220-10-07	Office Equipment	26,355.00		26,355.00	22,806.50	10,415.00		86.54	3,548.50
100-5230-10-07	Dues,Fees,& Subscrip	360.00		360.00	215.00			59.72	145.00
100-5240-10-07	Postage and Delivery	3,800.00		3,800.00	1,044.87	139.61		27.50	2,755.13
100-5250-10-07	Publications	140.00		140.00				-	140.00
100-5280-10-07	Printing and Reprodu	1,700.00		1,700.00				-	1,700.00
100-5290-10-07	Other Charges and Se	350.00		350.00				-	350.00
	Subtotal object - 05	35,095.00		35,095.00	25,197.95	10,554.61		71.80	9,897.05
100-5310-10-07	Rental Expense	2,701.00		2,701.00	1,260.72			46.68	1,440.28
100-5320-10-07	Repairs & Maintenanc				2,380.00			-	(2,380.00)
100-5330-10-07	Copier Expense	1,850.00		1,850.00	1,141.74			61.72	708.26

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5350-10-07	VEHICLE EXPENSE	800.00		800.00	48.00	12.00		6.00	752.00
100-5352-10-07	FUEL	600.00		600.00	159.79			26.63	440.21
100-5353-10-07	OIL/GREASE/INSPECTIO	300.00		300.00				-	300.00
	Subtotal object - 05	6,251.00		6,251.00	4,990.25	12.00		79.83	1,260.75
100-5400-10-07	Uniform Expense				100.42	47.94		-	(100.42)
100-5410-10-07	Professional Service	3,500.00		3,500.00	1,400.00	200.00		40.00	2,100.00
100-5418-10-07	IT Fees	1,705.00		1,705.00	1,053.06			61.76	651.94
100-5419-10-07	IT Licenses	16,181.00		16,181.00	14,658.79	2,492.56		90.59	1,522.21
100-5420-10-07	Municipal Court/Judg	41,800.00		41,800.00	23,800.00	3,400.00	17,000.00	56.94	1,000.00
100-5425-10-07	State Fines Expense	3,500.00		3,500.00	529.20	294.00		15.12	2,970.80
100-5430-10-07	Legal Fees	45,000.00		45,000.00	9,835.46	1,394.46		21.86	35,164.54
	Subtotal object - 05	111,686.00		111,686.00	51,376.93	7,828.96	17,000.00	46.00	43,309.07
100-5530-10-07	Travel	850.00		850.00				-	850.00
100-5533-10-07	Mileage Expense	850.00		850.00				-	850.00
100-5536-10-07	Training/Seminars	900.00		900.00	375.00			41.67	525.00
	Subtotal object - 05	2,600.00		2,600.00	375.00			14.42	2,225.00
100-5970-10-07	VERF Charges for Ser	148.00		148.00	98.64	12.33		66.65	49.36
	Subtotal object - 05	148.00		148.00	98.64	12.33		66.65	49.36
Program number: 7	**MUNICIPAL COURT**	**510,100.00**	**1,706.00**	**511,806.00**	**315,595.59**	**44,963.54**	**17,000.00**	**61.66**	**179,210.41**
Program number: 99	**NON-DEPARTMENTAL**								
100-5110-10-99	Salaries & Wages	19,306.00		19,306.00				-	19,306.00
100-5176-10-99	TML Prop. & Liab. In	312,087.00		312,087.00	304,376.96			97.53	7,710.04
	Subtotal object - 05	331,393.00		331,393.00	304,376.96			91.85	27,016.04
100-5230-10-99	DUES,FEES,& SUBSCRIP	1,500.00		1,500.00				-	1,500.00
100-5270-10-99	Bank Charges				952.37	39.90		-	(952.37)
	Subtotal object - 05	1,500.00		1,500.00	952.37	39.90		63.49	547.63
100-5305-10-99	Chapt 380 Program Gr	713,839.00		713,839.00	287,026.37	3,694.08		40.21	426,812.63
100-5306-10-99	Developer Rollback I	35,000.00		35,000.00				-	35,000.00
100-5350-10-99	Vehicle Expense	1,500.00		1,500.00	293.93	47.99		19.60	1,206.07
100-5352-10-99	Fuel	500.00		500.00	131.90	63.56		26.38	368.10
	Subtotal object - 05	750,839.00		750,839.00	287,452.20	3,805.63		38.28	463,386.80
100-5410-10-99	Professional Service	106,000.00		106,000.00	40,734.53	12,280.86	44,583.79	38.43	20,681.68
100-5415-10-99	Tuition Reimbursemen	59,406.00		59,406.00	9,709.60			16.34	49,696.40
100-5480-10-99	Contracted Services	36,800.00		36,800.00			20,000.00	-	16,800.00
	Subtotal object - 05	202,206.00		202,206.00	50,444.13	12,280.86	64,583.79	24.95	87,178.08
100-5600-10-99	Special Events	20,000.00		20,000.00	17,741.85			88.71	2,258.15
100-5630-10-99	Safety Equipment				20,159.30			-	(20,159.30)
	Subtotal object - 05	20,000.00		20,000.00	37,901.15			189.51	(17,901.15)
100-5930-10-99	Damage Claims Expens	25,000.00		25,000.00				-	25,000.00
100-5970-10-99	VERF Charges for Ser	2,869.00		2,869.00	1,912.64	239.08		66.67	956.36
	Subtotal object - 05	27,869.00		27,869.00	1,912.64	239.08		6.86	25,956.36
100-6610-10-99	Capital	77,250.00	149,752.00	227,002.00	4,324.40		222,877.00	1.91	(199.40)
	Subtotal object - 06	77,250.00	149,752.00	227,002.00	4,324.40		222,877.00	1.91	(199.40)
100-7000-10-99	Contingency	50,000.00	3,501.25	53,501.25	9,498.75	4,889.00	11,142.50	17.75	32,860.00
	Subtotal object - 07	50,000.00	3,501.25	53,501.25	9,498.75	4,889.00	11,142.50	17.75	32,860.00
100-7100-10-99	Operating Transfer O		960,030.00	960,030.00	960,030.00			100.00	
	Subtotal object - 07		960,030.00	960,030.00	960,030.00			100.00	
Program number: 99	**NON-DEPARTMENTAL**	**1,461,057.00**	**1,113,283.25**	**2,574,340.25**	**1,656,892.60**	**21,254.47**	**298,603.29**	**64.36**	**618,844.36**
Department number: 10	**ADMINISTRATION**	**7,222,692.00**	**1,179,517.65**	**8,402,209.65**	**5,196,922.27**	**446,718.44**	**630,650.36**	**61.85**	**2,574,637.02**
Program number: 1	**OPERATIONS**								

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
100-5110-20-01	Salaries & Wages	2,545,259.00	18,442.00	2,563,701.00	1,592,976.06	203,743.93		62.14	970,724.94
100-5115-20-01	Salaries - Overtime	305,966.00		305,966.00	123,213.56	20,308.07		40.27	182,752.44
100-5126-20-01	Salaries-Vacation Bu	26,210.00		26,210.00	22,227.98			84.81	3,982.02
100-5127-20-01	Salaries-Certificati	27,620.00		27,620.00	13,368.05	1,649.95		48.40	14,251.95
100-5140-20-01	Salaries - Longevity	6,895.00		6,895.00	6,275.00			91.01	620.00
100-5143-20-01	Cell Phone Allowance	2,280.00		2,280.00	1,520.00	190.00		66.67	760.00
100-5145-20-01	Social Security Expe	172,634.00		172,634.00	105,425.11	13,581.42		61.07	67,208.89
100-5150-20-01	Medicare Expense	42,257.00		42,257.00	25,244.35	3,176.34		59.74	17,012.65
100-5155-20-01	SUTA Expense	5,022.00		5,022.00	1,226.56	9.21		24.42	3,795.44
100-5160-20-01	Health Insurance	276,696.00		276,696.00	126,781.36	18,324.91		45.82	149,914.64
100-5162-20-01	HSA Expense	17,250.00		17,250.00	13,875.00	1,500.00		80.44	3,375.00
100-5165-20-01	Dental Insurance	12,216.00		12,216.00	6,560.84	892.80		53.71	5,655.16
100-5170-20-01	Life Insurance/AD&D	9,754.00		9,754.00	5,371.00	662.33		55.07	4,383.00
100-5175-20-01	Liability (TML)/Work	62,538.00		62,538.00	38,066.91	4,906.08		60.87	24,471.09
100-5180-20-01	TMRS Expense	413,612.00		413,612.00	251,633.08	32,258.69		60.84	161,978.92
100-5185-20-01	Long/Short Term Disa	4,997.00		4,997.00	2,925.43	417.34		58.54	2,071.57
100-5186-20-01	WELLE-Wellness Prog	9,000.00		9,000.00	4,704.98	674.76		52.28	4,295.02
100-5191-20-01	Hiring Cost	77.00	11.00	88.00	99.00			112.50	(11.00)
100-5192-20-01	Physical & Psycholog	1,600.00	1,000.00	2,600.00	3,000.00			115.39	(400.00)
	Subtotal object - 05	3,941,883.00	19,453.00	3,961,336.00	2,344,494.27	302,295.83		59.18	1,616,841.73
100-5210-20-01	Office Supplies	20,035.00	(11.00)	20,024.00	2,633.70	227.22		13.15	17,390.30
100-5214-20-01	Tactical Supplies	68,200.00	15,725.33	83,925.33	44,780.34	3,688.82	25,588.37	53.36	13,556.62
100-5215-20-01	Ammunition	78,900.00	29,811.56	108,711.56	34,269.83		70,777.72	31.52	3,664.01
100-5220-20-01	Office Equipment	11,305.00		11,305.00	7,905.90	49.99		69.93	3,399.10
100-5230-20-01	Dues,Fees,& Subscrip	10,460.00		10,460.00	2,932.48	153.99		28.04	7,527.52
100-5240-20-01	Postage and Delivery	1,550.00		1,550.00	1,535.15	207.04		99.04	14.85
100-5250-20-01	Publications	328.00		328.00	1,665.17	536.44		507.67	(1,337.17)
100-5265-20-01	Promotional Expense	500.00		500.00	53.46			10.69	446.54
100-5280-20-01	Printing and Reprodu	1,251.00		1,251.00	541.42			43.28	709.58
100-5290-20-01	Other Charges and Se	2,500.00		2,500.00	1,791.28	227.31		71.65	708.72
	Subtotal object - 05	195,029.00	45,525.89	240,554.89	98,108.73	5,090.81	96,366.09	40.78	46,080.07
100-5310-20-01	Rental Expense	5,050.00		5,050.00	3,135.68	398.00		62.09	1,914.32
100-5320-20-01	Repairs & Maintenanc	1,000.00	(1,000.00)					-	
100-5330-20-01	Copier Expense	2,000.00		2,000.00	2,141.56			107.08	(141.56)
100-5350-20-01	Vehicle Expense	94,550.00		94,550.00	66,667.50	18,439.52	14,707.96	70.51	13,174.54
100-5352-20-01	Fuel	104,500.00		104,500.00	64,217.98	14,026.09		61.45	40,282.02
	Subtotal object - 05	207,100.00	(1,000.00)	206,100.00	136,162.72	32,863.61	14,707.96	66.07	55,229.32
100-5400-20-01	Uniform Expense	77,371.00		77,371.00	52,233.36	3,989.41	11,165.62	67.51	13,972.02
100-5410-20-01	Professional Service	20,640.00		20,640.00	27,490.70			133.19	(6,850.70)
100-5418-20-01	IT Fees	4,500.00		4,500.00			4,500.00	-	
100-5419-20-01	IT Licenses	39,040.00		39,040.00	947.82	707.82	9,435.00	2.43	28,657.18
100-5430-20-01	Legal Fees	30,000.00		30,000.00	15,741.20	2,036.47		52.47	14,258.80
100-5480-20-01	Contracted Services	41,982.00		41,982.00	27,647.08		15,575.00	65.86	(1,240.08)
	Subtotal object - 05	213,533.00		213,533.00	124,060.16	6,733.70	40,675.62	58.10	48,797.22
100-5520-20-01	Telephones	4,480.00		4,480.00	3,753.07	1,145.56		83.77	726.93
100-5526-20-01	Data Network	18,440.00		18,440.00	10,010.30	2,887.68		54.29	8,429.70
100-5530-20-01	Travel	22,490.00		22,490.00	9,404.87	1,750.98		41.82	13,085.13
100-5533-20-01	Mileage Expense	1,000.00		1,000.00				-	1,000.00
100-5536-20-01	Training/Seminars	71,939.00		71,939.00	20,572.13	1,339.00		28.60	51,366.87
	Subtotal object - 05	118,349.00		118,349.00	43,740.37	7,123.22		36.96	74,608.63
100-5600-20-01	Special Events	5,000.00		5,000.00				-	5,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5620-20-01	TOOLS & EQUIPMENT	119,005.00	(29,020.53)	89,984.47	48,705.32	4,685.37	10,979.66	54.13	30,299.49
	Subtotal object - 05	124,005.00	(29,020.53)	94,984.47	48,705.32	4,685.37	10,979.66	51.28	35,299.49
100-5930-20-01	Damage Claims Expens				778.00			-	(778.00)
100-5970-20-01	VERF Charges for Ser	221,526.00		221,526.00	147,684.00	18,460.50		66.67	73,842.00
	Subtotal object - 05	221,526.00		221,526.00	148,462.00	18,460.50		67.02	73,064.00
100-6110-20-01	Capital Expenditure	179,000.00	201,907.00	380,907.00			380,906.90	-	0.10
100-6140-20-01	Capital Expense-Equi		32,060.95	32,060.95	29,593.33		2,554.35	92.30	(86.73)
100-6160-20-01	Capital Expense-Vehi	182,488.00		182,488.00			182,978.78	-	(490.78)
	Subtotal object - 06	361,488.00	233,967.95	595,455.95	29,593.33		566,440.03	4.97	(577.41)
Program number: 1	**OPERATIONS**	**5,382,913.00**	**268,926.31**	**5,651,839.31**	**2,973,326.90**	**377,253.04**	**729,169.36**	**52.61**	**1,949,343.05**
Program number: 5	**911 COMMUNICATIONS**								
100-5110-20-05	Salaries & Wages	664,100.00		664,100.00	407,521.07	51,659.36		61.36	256,578.93
100-5115-20-05	Salaries - Overtime	10,545.00		10,545.00	41,519.91	3,598.89		393.74	(30,974.91)
100-5126-20-05	Salaries-Vacation Bu	8,364.00		8,364.00	2,419.20			28.92	5,944.80
100-5127-20-05	Salaries-Certificati	16,800.00		16,800.00	7,580.52	789.20		45.12	9,219.48
100-5140-20-05	Salaries - Longevity	2,670.00		2,670.00	2,530.00			94.76	140.00
100-5145-20-05	Social Security Expe	43,554.00		43,554.00	27,464.17	3,295.68		63.06	16,089.83
100-5150-20-05	Medicare Expense	10,186.00		10,186.00	6,423.10	770.78		63.06	3,762.90
100-5155-20-05	SUTA Expense	1,944.00		1,944.00	535.86	1.92		27.57	1,408.14
100-5160-20-05	Health Insurance	112,728.00		112,728.00	54,736.91	7,782.58		48.56	57,991.09
100-5162-20-05	HSA Expense	10,500.00		10,500.00	12,750.00			121.43	(2,250.00)
100-5165-20-05	Dental Insurance	5,184.00		5,184.00	2,734.84	351.14		52.76	2,449.16
100-5170-20-05	Life Insurance/AD&D	1,351.00		1,351.00	757.65	100.08		56.08	593.35
100-5175-20-05	Liability (TML)/Work	1,480.00		1,480.00	1,037.66	129.19		70.11	442.34
100-5180-20-05	TMRS Expense	93,175.00		93,175.00	63,418.11	7,270.57		68.06	29,756.89
100-5185-20-05	Long/Short Term Disa	1,262.00		1,262.00	731.96	95.28		58.00	530.04
100-5186-20-05	WELLE-Wellness Prog	4,200.00		4,200.00	2,406.87	329.88		57.31	1,793.13
	Subtotal object - 05	988,043.00		988,043.00	634,567.83	76,174.55		64.23	353,475.17
100-5210-20-05	Office Supplies	3,000.00		3,000.00	1,151.07	412.09		38.37	1,848.93
100-5212-20-05	Building Supplies	2,500.00		2,500.00				-	2,500.00
100-5220-20-05	Office Equipment	3,500.00		3,500.00	1,226.16			35.03	2,273.84
100-5230-20-05	Dues,Fees,& Subscrip	2,500.00		2,500.00	495.00	495.00		19.80	2,005.00
100-5240-20-05	Postage and Delivery	25.00		25.00				-	25.00
100-5250-20-05	Publications	500.00		500.00				-	500.00
100-5280-20-05	Printing and Reprodu	750.00		750.00				-	750.00
	Subtotal object - 05	12,775.00		12,775.00	2,872.23	907.09		22.48	9,902.77
100-5330-20-05	Copier Expense	1,000.00		1,000.00	482.99			48.30	517.01
	Subtotal object - 05	1,000.00		1,000.00	482.99			48.30	517.01
100-5400-20-05	Uniform Expense	3,000.00		3,000.00	544.52	12.00		18.15	2,455.48
100-5430-20-05	Legal Fees	1,000.00		1,000.00				-	1,000.00
100-5480-20-05	Contracted Services	110,787.00		110,787.00	56,044.00		41,040.69	50.59	13,702.31
	Subtotal object - 05	114,787.00		114,787.00	56,588.52	12.00	41,040.69	49.30	17,157.79
100-5520-20-05	Telephones	2,000.00		2,000.00	1,046.09	321.42		52.31	953.91
100-5524-20-05	Gas	1,000.00		1,000.00	588.44			58.84	411.56
100-5526-20-05	Data Network	275.00		275.00				-	275.00
100-5530-20-05	Travel	5,000.00		5,000.00	117.52			2.35	4,882.48
100-5533-20-05	Mileage Expense	1,000.00		1,000.00	183.57	92.31		18.36	816.43
100-5536-20-05	Training/Seminars	8,000.00		8,000.00	2,364.00	99.00		29.55	5,636.00
	Subtotal object - 05	17,275.00		17,275.00	4,299.62	512.73		24.89	12,975.38
100-5600-20-05	Special Events	3,000.00		3,000.00	315.90	315.90		10.53	2,684.10
	Subtotal object - 05	3,000.00		3,000.00	315.90	315.90		10.53	2,684.10

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
100-5970-20-05	VERF Charges for Ser	430.00		430.00	286.64	35.83		66.66	143.36
	Subtotal object - 05	430.00		430.00	286.64	35.83		66.66	143.36
Program number: 5	**911 COMMUNICATIONS**	**1,137,310.00**		**1,137,310.00**	**699,413.73**	**77,958.10**	**41,040.69**	**61.50**	**396,855.58**
Department number: 20	**POLICE**	**6,520,223.00**	**268,926.31**	**6,789,149.31**	**3,672,740.63**	**455,211.14**	**770,210.05**	**54.10**	**2,346,198.63**
Program number: 1	**OPERATIONS**								
100-5110-30-01	Salaries & Wages	3,627,185.00	12,867.00	3,640,052.00	2,353,196.08	289,675.39		64.65	1,286,855.92
100-5115-30-01	Salaries - Overtime	280,168.00		280,168.00	307,644.54	39,567.79		109.81	(27,476.54)
100-5116-30-01	Salaries - FLSA Over	104,904.00		104,904.00	41,603.81	6,130.72		39.66	63,300.19
100-5126-30-01	Salaries-Vacation Bu	6,193.00		6,193.00	3,232.38			52.19	2,960.62
100-5127-30-01	Salaries-Certificati	50,700.00		50,700.00	37,389.68	4,559.36		73.75	13,310.32
100-5140-30-01	Salaries - Longevity	15,065.00		15,065.00	14,815.00			98.34	250.00
100-5143-30-01	Cell Phone Allowance	7,860.00		7,860.00	5,450.00	865.00		69.34	2,410.00
100-5145-30-01	Social Security Expe	237,016.00		237,016.00	159,738.79	19,885.06		67.40	77,277.21
100-5150-30-01	Medicare Expense	58,047.00		58,047.00	37,972.08	4,650.55		65.42	20,074.92
100-5155-30-01	SUTA Expense	6,642.00		6,642.00	1,510.21			22.74	5,131.79
100-5160-30-01	Health Insurance	409,920.00		409,920.00	246,323.43	33,945.00		60.09	163,596.57
100-5162-30-01	HSA Expense	31,500.00		31,500.00	39,812.50			126.39	(8,312.50)
100-5165-30-01	Dental Insurance	17,952.00		17,952.00	10,409.52	1,396.06		57.99	7,542.48
100-5170-30-01	Life Insurance/AD&D	12,897.00		12,897.00	8,220.75	1,032.02		63.74	4,676.25
100-5175-30-01	Liability (TML)/Work	103,063.00		103,063.00	70,079.04	8,985.95		68.00	32,983.96
100-5180-30-01	TMRS Expense	567,443.00		567,443.00	388,341.02	48,628.28		68.44	179,101.98
100-5185-30-01	Long/Short Term Disa	6,923.00		6,923.00	4,286.13	580.27		61.91	2,636.87
100-5186-30-01	WELLE-Wellness Prog	20,400.00		20,400.00	9,919.90	1,229.58		48.63	10,480.10
100-5194-30-01	FD Annual Phy & Scre	38,701.00		38,701.00			36,708.00	-	1,993.00
	Subtotal object - 05	5,602,579.00	12,867.00	5,615,446.00	3,739,944.86	461,131.03	36,708.00	66.60	1,838,793.14
100-5210-30-01	Office Supplies	7,800.00		7,800.00	2,610.92	318.23		33.47	5,189.08
100-5212-30-01	Building Supplies	11,500.00		11,500.00	8,645.49	98.37		75.18	2,854.51
100-5220-30-01	Office Equipment	3,000.00		3,000.00	391.95			13.07	2,608.05
100-5230-30-01	Dues,Fees,& Subscrip	16,400.00		16,400.00	9,414.56	1,000.51		57.41	6,985.44
100-5240-30-01	Postage and Delivery	400.00		400.00	361.54	76.94		90.39	38.46
100-5250-30-01	Publications	500.00		500.00				-	500.00
100-5280-30-01	Printing and Reprodu	1,900.00		1,900.00	435.49			22.92	1,464.51
100-5290-30-01	Other Charges and Se	4,500.00		4,500.00	2,436.99	282.62		54.16	2,063.01
	Subtotal object - 05	46,000.00		46,000.00	24,296.94	1,776.67		52.82	21,703.06
100-5320-30-01	Repairs & Maintenanc	16,148.00		16,148.00	10,177.89	3,068.31	4,277.20	63.03	1,692.91
100-5330-30-01	Copier Expense	1,500.00		1,500.00	1,923.36			128.22	(423.36)
100-5335-30-01	Radio/Video Equip. a	14,030.00		14,030.00	12,357.50	1,980.00		88.08	1,672.50
100-5340-30-01	Building Repairs	45,000.00		45,000.00	21,360.21	4,322.10		47.47	23,639.79
100-5350-30-01	Vehicle Expense	110,631.00		110,631.00	82,540.30	17,857.05	700.94	74.61	27,389.76
100-5352-30-01	Fuel	38,500.00		38,500.00	40,218.78	10,926.82		104.46	(1,718.78)
100-5353-30-01	Oil/Grease/Inspectio	950.00		950.00	388.98	388.98		40.95	561.02
	Subtotal object - 05	226,759.00		226,759.00	168,967.02	38,543.26	4,978.14	74.51	52,813.84
100-5400-30-01	Uniform Expense	73,268.00		73,268.00	60,143.66	7,744.33	5,208.90	82.09	7,915.44
100-5415-30-01	Tution Reimbursement				705.00	705.00		-	(705.00)
100-5419-30-01	IT Licenses	13,420.00		13,420.00	13,944.49			103.91	(524.49)
100-5430-30-01	Legal Fees	2,000.00		2,000.00	2,166.00	95.00		108.30	(166.00)
100-5440-30-01	EMS	170,630.00		170,630.00	54,425.79	8,574.06	86,734.12	31.90	29,470.09
100-5445-30-01	Emergency Management	26,515.00		26,515.00	19,643.54	469.99		74.09	6,871.46
100-5480-30-01	Contracted Services	77,025.00	1,500.00	78,525.00	64,994.60	1,032.99	7,500.00	82.77	6,030.40
	Subtotal object - 05	362,858.00	1,500.00	364,358.00	216,023.08	18,621.37	99,443.02	59.29	48,891.90
100-5520-30-01	Telephones	1,700.00		1,700.00	1,414.58	401.70		83.21	285.42

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
100-5523-30-01	Water/Sewer Charges	18,800.00		18,800.00	7,692.89	1,588.83		40.92	11,107.11
100-5524-30-01	Gas	4,500.00		4,500.00	3,062.17	153.53		68.05	1,437.83
100-5525-30-01	Electricity	37,500.00		37,500.00	22,098.52	3,320.66		58.93	15,401.48
100-5526-30-01	Data Network	9,820.00		9,820.00	10,586.58	3,039.50		107.81	(766.58)
100-5530-30-01	Travel	10,200.00		10,200.00	5,622.98	568.44		55.13	4,577.02
100-5533-30-01	Mileage Expense	200.00		200.00				-	200.00
100-5536-30-01	Training/Seminars	50,086.00		50,086.00	40,869.13	5,995.00		81.60	9,216.87
	Subtotal object - 05	132,806.00		132,806.00	91,346.85	15,067.66		68.78	41,459.15
100-5610-30-01	Fire Fighting Equipm	20,000.00		20,000.00	8,284.69	185.10		41.42	11,715.31
100-5620-30-01	Tools & Equipment	1,200.00		1,200.00	375.33			31.28	824.67
100-5630-30-01	Safety Equipment	270,192.00	(156,661.50)	113,530.50	18,000.35	839.10	33,612.60	15.86	61,917.55
	Subtotal object - 05	291,392.00	(156,661.50)	134,730.50	26,660.37	1,024.20	33,612.60	19.79	74,457.53
100-5970-30-01	VERF Charges for Ser	435,181.00		435,181.00	290,120.64	36,265.08		66.67	145,060.36
	Subtotal object - 05	435,181.00		435,181.00	290,120.64	36,265.08		66.67	145,060.36
100-6140-30-01	Capital Expense-Equi		156,661.50	156,661.50	150,738.25			96.22	5,923.25
100-6160-30-01	Capital Expense-Vehi		66,359.50	66,359.50	66,359.50			100.00	
	Subtotal object - 06		223,021.00	223,021.00	217,097.75			97.34	5,923.25
100-7144-30-01	Transfer to Bond Fun	1,100,000.00	1,982,000.00	3,082,000.00	2,715,333.36	91,666.67		88.10	366,666.64
	Subtotal object - 07	1,100,000.00	1,982,000.00	3,082,000.00	2,715,333.36	91,666.67		88.10	366,666.64
Program number: 1	**OPERATIONS**	**8,197,575.00**	**2,062,726.50**	**10,260,301.50**	**7,489,790.87**	**664,095.94**	**174,741.76**	**73.00**	**2,595,768.87**
Program number: 5	**MARSHAL**								
100-5110-30-05	Salaries & Wages	320,334.00		320,334.00	231,705.78	32,961.50		72.33	88,628.22
100-5115-30-05	Salaries - Overtime	24,404.00		24,404.00	17,842.23	4,396.36		73.11	6,561.77
100-5140-30-05	Salaries - Longevity	1,685.00		1,685.00	1,675.00			99.41	10.00
100-5143-30-05	Cell Phone Allowance	2,520.00		2,520.00	1,610.00	140.00		63.89	910.00
100-5145-30-05	Social Security Expe	21,635.00		21,635.00	14,526.20	2,188.43		67.14	7,108.80
100-5150-30-05	Medicare Expense	5,060.00		5,060.00	3,397.25	511.81		67.14	1,662.75
100-5155-30-05	SUTA Expense	648.00		648.00	36.00			5.56	612.00
100-5160-30-05	Health Insurance	40,992.00		40,992.00	25,452.14	2,772.72		62.09	15,539.86
100-5162-30-05	HSA Expense	1,500.00		1,500.00	1,500.00			100.00	
100-5165-30-05	Dental Insurance	1,728.00		1,728.00	1,123.40	111.76		65.01	604.60
100-5170-30-05	Life Insurance/AD&D	1,238.00		1,238.00	735.40	71.03		59.40	502.60
100-5175-30-05	Liability (TML)/Work	7,780.00		7,780.00	5,291.79	899.93		68.02	2,488.21
100-5180-30-05	TMRS Expense	49,725.00		49,725.00	35,487.09	5,342.01		71.37	14,237.91
100-5185-30-05	Long/Short Term Disa	609.00		609.00	431.27	69.23		70.82	177.73
100-5186-30-05	WELLE-Wellness Prog	2,400.00		2,400.00	1,295.00	130.00		53.96	1,105.00
100-5194-30-05	FD Annual Phy & Scre	1,933.00		1,933.00			1,932.00	-	1.00
	Subtotal object - 05	484,191.00		484,191.00	342,108.55	49,594.78	1,932.00	70.66	140,150.45
100-5210-30-05	Office Supplies	350.00		350.00	170.61	24.65		48.75	179.39
100-5215-30-05	Ammunition	1,250.00		1,250.00	1,047.38			83.79	202.62
100-5220-30-05	Office Equipment	2,000.00		2,000.00	397.98			19.90	1,602.02
100-5230-30-05	Dues,Fees,& Subscrip	1,000.00		1,000.00	475.00			47.50	525.00
100-5240-30-05	Postage and Delivery	100.00		100.00				-	100.00
100-5250-30-05	Publications	2,545.00		2,545.00	1,604.95			63.06	940.05
100-5280-30-05	Printing and Reprodu	500.00		500.00	67.09			13.42	432.91
100-5295-30-05	Public Education/Fir	7,500.00		7,500.00	55.80			0.74	7,444.20
	Subtotal object - 05	15,245.00		15,245.00	3,818.81	24.65		25.05	11,426.19
100-5335-30-05	Radio/Video Equip. a	890.00		890.00				-	890.00
100-5350-30-05	Vehicle Expense	3,000.00		3,000.00	1,444.83	234.57		48.16	1,555.17
100-5352-30-05	Fuel	3,000.00		3,000.00	1,933.85	253.32		64.46	1,066.15
100-5353-30-05	Oil/Grease/Inspectio	500.00		500.00				-	500.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	7,390.00		7,390.00	3,378.68	487.89		45.72	4,011.32
100-5400-30-05	Uniform Expense	3,500.00		3,500.00	245.22			7.01	3,254.78
100-5430-30-05	Legal Fees	2,500.00		2,500.00	57.00	57.00		2.28	2,443.00
100-5480-30-05	Contracted Services	2,650.00		2,650.00				-	2,650.00
	Subtotal object - 05	8,650.00		8,650.00	302.22	57.00		3.49	8,347.78
100-5526-30-05	Data Network	1,440.00		1,440.00	873.77	303.92		60.68	566.23
100-5530-30-05	Travel	3,000.00		3,000.00				-	3,000.00
100-5536-30-05	Training/Seminars	5,950.00		5,950.00	1,584.95			26.64	4,365.05
	Subtotal object - 05	10,390.00		10,390.00	2,458.72	303.92		23.66	7,931.28
100-5620-30-05	Tools & Equipment	500.00		500.00	12.59			2.52	487.41
100-5630-30-05	Safety Equipment	3,284.00		3,284.00	351.80			10.71	2,932.20
100-5640-30-05	Signs & Hardware	250.00		250.00				-	250.00
	Subtotal object - 05	4,034.00		4,034.00	364.39			9.03	3,669.61
100-5970-30-05	VERF Charges for Ser	10,872.00		10,872.00	7,248.00	906.00		66.67	3,624.00
	Subtotal object - 05	10,872.00		10,872.00	7,248.00	906.00		66.67	3,624.00
Program number: 5	**MARSHAL**	**540,772.00**		**540,772.00**	**359,679.37**	**51,374.24**	**1,932.00**	**66.51**	**179,160.63**
Department number: 30	**FIRE**	**8,738,347.00**	**2,062,726.50**	**10,801,073.50**	**7,849,470.24**	**715,470.18**	**176,673.76**	**72.67**	**2,774,929.50**
Program number: 1	**INSPECTIONS**								
100-5110-40-01	Salaries & Wages	1,206,734.00	16,192.00	1,222,926.00	713,852.64	90,123.07		58.37	509,073.36
100-5115-40-01	Salaries - Overtime	6,000.00		6,000.00	10,857.09	810.19		180.95	(4,857.09)
100-5126-40-01	Salaries-Vacation Bu	1,104.00		1,104.00				-	1,104.00
100-5140-40-01	Salaries - Longevity	4,125.00		4,125.00	3,460.00	565.00		83.88	665.00
100-5143-40-01	Cell Phone Allowance	5,340.00		5,340.00	2,800.00	390.00		52.43	2,540.00
100-5145-40-01	Social Security Expe	75,476.00		75,476.00	42,091.74	5,265.81		55.77	33,384.26
100-5150-40-01	Medicare Expense	17,652.00		17,652.00	9,844.02	1,231.54		55.77	7,807.98
100-5155-40-01	SUTA Expense	3,240.00		3,240.00	522.40	3.23		16.12	2,717.60
100-5160-40-01	Health Insurance	174,216.00		174,216.00	86,851.09	11,364.10		49.85	87,364.91
100-5162-40-01	HSA Expense	10,650.00		10,650.00	10,187.50			95.66	462.50
100-5165-40-01	Dental Insurance	7,824.00		7,824.00	4,161.62	552.82		53.19	3,662.38
100-5170-40-01	Life Insurance/AD&D	2,122.00		2,122.00	1,212.15	149.72		57.12	909.85
100-5175-40-01	Liability (TML)/Work	4,773.00		4,773.00	3,652.74	377.70		76.53	1,120.26
100-5180-40-01	TMRS Expense	173,472.00		173,472.00	102,469.72	13,089.10		59.07	71,002.28
100-5185-40-01	Long/Short Term Disa	2,293.00		2,293.00	1,349.25	189.25		58.84	943.75
100-5186-40-01	WELLE-Wellness Prog	4,800.00		4,800.00	2,609.66	354.94		54.37	2,190.34
	Subtotal object - 05	1,699,821.00	16,192.00	1,716,013.00	995,921.62	124,466.47		58.04	720,091.38
100-5210-40-01	Office Supplies	5,400.00		5,400.00	3,002.76	186.36		55.61	2,397.24
100-5220-40-01	Office Equipment	19,510.00	22,998.63	42,508.63	15,848.93		24,273.54	37.28	2,386.16
100-5230-40-01	Dues,Fees,& Subscrip	4,040.00		4,040.00	3,597.10	39.90		89.04	442.90
100-5240-40-01	Postage and Delivery	25.00		25.00	13.83	2.12		55.32	11.17
100-5250-40-01	Publications	3,400.00		3,400.00	2,666.05			78.41	733.95
100-5280-40-01	Printing and Reprodu	1,000.00		1,000.00	543.29	168.85		54.33	456.71
100-5290-40-01	Other Charges and Se				982.99	515.99		-	(982.99)
	Subtotal object - 05	33,375.00	22,998.63	56,373.63	26,654.95	913.22	24,273.54	47.28	5,445.14
100-5330-40-01	Copier Expense	2,500.00		2,500.00	1,113.71			44.55	1,386.29
100-5350-40-01	Vehicle Expense	12,771.00		12,771.00	4,249.67	1,029.09		33.28	8,521.33
100-5352-40-01	Fuel	10,000.00		10,000.00	7,304.91	1,987.46		73.05	2,695.09
	Subtotal object - 05	25,271.00		25,271.00	12,668.29	3,016.55		50.13	12,602.71
100-5400-40-01	Uniform Expense	3,600.00		3,600.00	2,042.59	113.74		56.74	1,557.41
100-5410-40-01	Professional Service	775,000.00	55,840.00	830,840.00	115,366.86	25,752.05	710,473.14	13.89	5,000.00
100-5418-40-01	IT Fees	227,512.00	280,600.00	508,112.00	233,335.03	135,071.50	216,027.83	45.92	58,749.14
100-5419-40-01	IT Licenses	5,400.00		5,400.00	2,916.84	2,796.84		54.02	2,483.16

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5430-40-01	Legal Fees	2,000.00		2,000.00	2,698.00	437.00		134.90	(698.00)
100-5475-40-01	Credit Card Fees	45,000.00		45,000.00	47,110.72	2,474.71		104.69	(2,110.72)
100-5480-40-01	Contracted Services	3,000.00		3,000.00				-	3,000.00
100-5481-40-01	Cash Over/Short				416.00			-	(416.00)
	Subtotal object - 05	1,061,512.00	336,440.00	1,397,952.00	403,886.04	166,645.84	926,500.97	28.89	67,564.99
100-5520-40-01	Telephones	650.00		650.00	1,346.08	462.18		207.09	(696.08)
100-5526-40-01	Data Network	5,900.00		5,900.00	3,127.61	911.76		53.01	2,772.39
100-5530-40-01	Travel	5,210.00		5,210.00	1,183.77			22.72	4,026.23
100-5533-40-01	Mileage Expense	1,283.00		1,283.00	873.06			68.05	409.94
100-5536-40-01	Training/Seminars	16,193.00	(7,000.00)	9,193.00	6,751.50	1,495.44		73.44	2,441.50
	Subtotal object - 05	29,236.00	(7,000.00)	22,236.00	13,282.02	2,869.38		59.73	8,953.98
100-5620-40-01	Tools & Equipment	1,450.00		1,450.00	789.85			54.47	660.15
100-5630-40-01	Safety Equipment	2,600.00		2,600.00	1,894.31			72.86	705.69
	Subtotal object - 05	4,050.00		4,050.00	2,684.16			66.28	1,365.84
100-5970-40-01	VERF Charges for Ser	24,486.00		24,486.00	16,324.00	2,040.50		66.67	8,162.00
	Subtotal object - 05	24,486.00		24,486.00	16,324.00	2,040.50		66.67	8,162.00
100-6160-40-01	Capital Expense-Vehi	54,626.00		54,626.00			60,892.00	-	(6,266.00)
	Subtotal object - 06	54,626.00		54,626.00			60,892.00	-	(6,266.00)
Program number: 1	**INSPECTIONS**	**2,932,377.00**	**368,630.63**	**3,301,007.63**	**1,471,421.08**	**299,951.96**	**1,011,666.51**	**44.58**	**817,920.04**
Program number: 2	**CODE COMPLIANCE**								
100-5110-40-02	Salaries & Wages	188,324.00	6,950.00	195,274.00	124,328.26	15,519.03		63.67	70,945.74
100-5115-40-02	Salaries - Overtime	760.00		760.00	75.23			9.90	684.77
100-5126-40-02	Salaries-Vacation Bu	2,184.00		2,184.00	1,102.40			50.48	1,081.60
100-5140-40-02	Salaries - Longevity	915.00		915.00	900.00			98.36	15.00
100-5143-40-02	Cell Phone Allowance	720.00		720.00	480.00	60.00		66.67	240.00
100-5145-40-02	Social Security Expe	11,960.00		11,960.00	7,309.66	895.94		61.12	4,650.34
100-5150-40-02	Medicare Expense	2,798.00		2,798.00	1,709.53	209.54		61.10	1,088.47
100-5155-40-02	SUTA Expense	486.00		486.00	27.00			5.56	459.00
100-5160-40-02	Health Insurance	30,744.00		30,744.00	16,218.86	2,042.38		52.76	14,525.14
100-5165-40-02	Dental Insurance	1,296.00		1,296.00	829.92	103.74		64.04	466.08
100-5170-40-02	Life Insurance/AD&D	338.00		338.00	204.87	23.64		60.61	133.13
100-5175-40-02	Liability (TML)/Work	923.00		923.00	521.73	63.69		56.53	401.27
100-5180-40-02	TMRS Expense	27,489.00		27,489.00	17,875.72	2,227.85		65.03	9,613.28
100-5185-40-02	Long/Short Term Disa	358.00		358.00	237.31	32.60		66.29	120.69
100-5186-40-02	WELLE-Wellness Prog	1,200.00		1,200.00	920.00	115.00		76.67	280.00
	Subtotal object - 05	270,495.00	6,950.00	277,445.00	172,740.49	21,293.41		62.26	104,704.51
100-5210-40-02	Office Supplies	598.00		598.00	211.26	20.49		35.33	386.74
100-5220-40-02	Office Equipment	225.00		225.00	7.44	7.44		3.31	217.56
100-5230-40-02	Dues,Fees,& Subscrip	900.00		900.00	480.00	120.00		53.33	420.00
100-5240-40-02	Postage and Delivery	500.00		500.00	592.58	139.94		118.52	(92.58)
100-5250-40-02	Publications				377.50			-	(377.50)
100-5280-40-02	Printing and Reprodu	1,000.00		1,000.00	537.57	343.99		53.76	462.43
	Subtotal object - 05	3,223.00		3,223.00	2,206.35	631.86		68.46	1,016.65
100-5330-40-02	Copier Expense	50.00		50.00	36.88			73.76	13.12
100-5350-40-02	Vehicle Expense	3,417.00		3,417.00	982.36	221.34		28.75	2,434.64
100-5352-40-02	Fuel	1,800.00		1,800.00	1,282.92	297.85		71.27	517.08
	Subtotal object - 05	5,267.00		5,267.00	2,302.16	519.19		43.71	2,964.84
100-5400-40-02	Uniform Expense	600.00		600.00	448.38			74.73	151.62
100-5419-40-02	IT Licenses	845.00		845.00				-	845.00
100-5430-40-02	Legal Fees	24,997.00		24,997.00	9,679.00	682.00		38.72	15,318.00
100-5435-40-02	Legal Notices/Filing	200.00		200.00	112.50			56.25	87.50

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5480-40-02	Contracted Services	126,366.00		126,366.00	71,242.75		33,299.25	56.38	21,824.00
	Subtotal object - 05	153,008.00		153,008.00	81,482.63	682.00	33,299.25	53.25	38,226.12
100-5520-40-02	Telephones	1,260.00		1,260.00	556.06	160.72		44.13	703.94
100-5526-40-02	Data Network	1,296.00		1,296.00	265.93	75.98		20.52	1,030.07
100-5530-40-02	Travel	1,000.00		1,000.00	326.58			32.66	673.42
100-5533-40-02	Mileage Expense	600.00		600.00	36.40			6.07	563.60
100-5536-40-02	Training/Seminars	1,855.00		1,855.00	874.96			47.17	980.04
	Subtotal object - 05	6,011.00		6,011.00	2,059.93	236.70		34.27	3,951.07
100-5600-40-02	Special Events	250.00		250.00				-	250.00
100-5620-40-02	Tools & Equipment	400.00		400.00	412.87	376.99		103.22	(12.87)
100-5640-40-02	Signs & Hardware	200.00		200.00				-	200.00
	Subtotal object - 05	850.00		850.00	412.87	376.99		48.57	437.13
100-5970-40-02	VERF Charges for Ser	8,816.00		8,816.00	5,877.36	734.67		66.67	2,938.64
	Subtotal object - 05	8,816.00		8,816.00	5,877.36	734.67		66.67	2,938.64
Program number: 2	**CODE COMPLIANCE**	**447,670.00**	**6,950.00**	**454,620.00**	**267,081.79**	**24,474.82**	**33,299.25**	**58.75**	**154,238.96**
Program number: 3	**PLANNING**								
100-5110-40-03	Salaries & Wages	412,674.00	8,722.00	421,396.00	278,145.53	27,531.16		66.01	143,250.47
100-5115-40-03	Salaries - Overtime	2,000.00		2,000.00	1,592.90	347.36		79.65	407.10
100-5126-40-03	Salaries-Vacation Bu	6,090.00		6,090.00	5,145.42			84.49	944.58
100-5140-40-03	Salaries - Longevity	1,665.00		1,665.00	1,585.00			95.20	80.00
100-5143-40-03	Cell Phone Allowance	2,580.00		2,580.00	1,540.00	140.00		59.69	1,040.00
100-5145-40-03	Social Security Expe	26,351.00		26,351.00	16,771.67	1,631.13		63.65	9,579.33
100-5150-40-03	Medicare Expense	6,163.00		6,163.00	3,922.41	381.47		63.64	2,240.59
100-5155-40-03	SUTA Expense	810.00		810.00	45.00			5.56	765.00
100-5160-40-03	Health Insurance	51,240.00		51,240.00	33,557.58	3,115.40		65.49	17,682.42
100-5162-40-03	HSA Expense	5,250.00		5,250.00	5,250.00			100.00	
100-5165-40-03	Dental Insurance	2,184.00		2,184.00	1,390.70	139.14		63.68	793.30
100-5170-40-03	Life Insurance/AD&D	638.00		638.00	367.84	36.46		57.66	270.16
100-5175-40-03	Liability (TML)/Work	1,313.00		1,313.00	675.91	80.11		51.48	637.09
100-5180-40-03	TMRS Expense	60,564.00		60,564.00	40,374.63	3,985.50		66.66	20,189.37
100-5185-40-03	Long/Short Term Disa	785.00		785.00	531.29	57.80		67.68	253.71
100-5186-40-03	WELLE-Wellness Prog	1,800.00		1,800.00	1,139.68	89.94		63.32	660.32
	Subtotal object - 05	582,107.00	8,722.00	590,829.00	392,035.56	37,535.47		66.35	198,793.44
100-5210-40-03	Office Supplies	2,200.00		2,200.00	914.97	155.54		41.59	1,285.03
100-5220-40-03	Office Equipment	8,340.00	(3,000.00)	5,340.00				-	5,340.00
100-5230-40-03	Dues,Fees,& Subscrip	3,214.00		3,214.00	338.00			10.52	2,876.00
100-5240-40-03	Postage and Delivery	550.00		550.00	246.95	42.93		44.90	303.05
100-5250-40-03	Publications	150.00		150.00				-	150.00
100-5280-40-03	Printing and Reprodu	600.00		600.00	415.28	415.28		69.21	184.72
100-5290-40-03	Other Charges and Se				1,208.02	600.62		-	(1,208.02)
	Subtotal object - 05	15,054.00	(3,000.00)	12,054.00	3,123.22	1,214.37		25.91	8,930.78
100-5330-40-03	Copier Expense	3,000.00		3,000.00	1,012.44			33.75	1,987.56
	Subtotal object - 05	3,000.00		3,000.00	1,012.44			33.75	1,987.56
100-5400-40-03	Uniform Expense	750.00		750.00	320.50			42.73	429.50
100-5410-40-03	Professional Service	173,023.00		173,023.00	28,029.00	7,376.00	2,500.00	16.20	142,494.00
100-5418-40-03	IT Fees	900.00		900.00				-	900.00
100-5430-40-03	Legal Fees	33,000.00		33,000.00	12,388.00	1,292.00		37.54	20,612.00
100-5435-40-03	Legal Notices/Filing	7,000.00		7,000.00	635.50			9.08	6,364.50
	Subtotal object - 05	214,673.00		214,673.00	41,373.00	8,668.00	2,500.00	19.27	170,800.00
100-5526-40-03	Data Network	3,360.00		3,360.00	2,127.44	607.84		63.32	1,232.56
100-5530-40-03	Travel	8,095.00	(2,000.00)	6,095.00	1,949.28	953.33		31.98	4,145.72

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5533-40-03	Mileage Expense	300.00		300.00	37.44	37.44		12.48	262.56
100-5536-40-03	Training/Seminars	3,200.00	(1,000.00)	2,200.00	743.27			33.79	1,456.73
	Subtotal object - 05	14,955.00	(3,000.00)	11,955.00	4,857.43	1,598.61		40.63	7,097.57
100-5970-40-03	VERF Charges for Ser	1,516.00		1,516.00	1,010.64	126.33		66.67	505.36
	Subtotal object - 05	1,516.00		1,516.00	1,010.64	126.33		66.67	505.36
Program number: 3	**PLANNING**	**831,305.00**	**2,722.00**	**834,027.00**	**443,412.29**	**49,142.78**	**2,500.00**	**53.17**	**388,114.71**
Department number: 40	**DEVELOPMENT SERVICES**	**4,211,352.00**	**378,302.63**	**4,589,654.63**	**2,181,915.16**	**373,569.56**	**1,047,465.76**	**47.54**	**1,360,273.71**
Program number: 1	**STREETS**								
100-5110-50-01	Salaries & Wages	531,526.00	10,950.00	542,476.00	310,578.70	41,246.84		57.25	231,897.30
100-5115-50-01	Salaries - Overtime	15,763.00		15,763.00	29,047.51	2,992.31		184.28	(13,284.51)
100-5126-50-01	Salaries-Vacation Bu	1,117.00		1,117.00	902.10			80.76	214.90
100-5140-50-01	Salaries - Longevity	2,905.00		2,905.00	2,805.00			96.56	100.00
100-5143-50-01	CELL PHONE ALLOWANCE				360.00			-	(360.00)
100-5145-50-01	Social Security Expe	34,181.00		34,181.00	19,940.02	2,560.45		58.34	14,240.98
100-5150-50-01	Medicare Expense	7,995.00		7,995.00	4,663.39	598.82		58.33	3,331.61
100-5155-50-01	SUTA Expense	1,458.00		1,458.00	355.32	3.64		24.37	1,102.68
100-5160-50-01	Health Insurance	102,480.00		102,480.00	50,689.76	6,863.09		49.46	51,790.24
100-5162-50-01	HSA Expense	9,150.00		9,150.00	8,250.00			90.16	900.00
100-5165-50-01	Dental Insurance	4,368.00		4,368.00	2,232.94	291.86		51.12	2,135.06
100-5170-50-01	Life Insurance/AD&D	996.00		996.00	564.52	70.92		56.68	431.48
100-5175-50-01	Liability (TML)/Work	20,256.00		20,256.00	12,364.62	1,585.20		61.04	7,891.38
100-5180-50-01	TMRS Expense	78,259.00		78,259.00	48,368.95	6,318.34		61.81	29,890.05
100-5185-50-01	Long/Short Term Disa	1,010.00		1,010.00	561.10	79.88		55.55	448.90
100-5186-50-01	WELLE-Wellness Prog	1,800.00		1,800.00	650.00	100.00		36.11	1,150.00
	Subtotal object - 05	813,264.00	10,950.00	824,214.00	492,333.93	62,711.35		59.73	331,880.07
100-5210-50-01	Office Supplies	1,260.00		1,260.00	939.72	38.97		74.58	320.28
100-5220-50-01	Office Equipment	5,510.00		5,510.00	4,138.86			75.12	1,371.14
100-5230-50-01	Dues,Fees,& Subscrip	1,800.00		1,800.00	691.36			38.41	1,108.64
	Subtotal object - 05	8,570.00		8,570.00	5,769.94	38.97		67.33	2,800.06
100-5310-50-01	Rental Expense	36,000.00		36,000.00	23,458.45	2,384.45		65.16	12,541.55
100-5320-50-01	Repairs & Maintenanc	500.00		500.00				-	500.00
100-5321-50-01	Signal Light Repairs	30,000.00		30,000.00	19,363.80	14,839.00		64.55	10,636.20
100-5326-50-01	Street Light Repairs	6,000.00		6,000.00	1,793.00		17,420.00	29.88	(13,213.00)
100-5340-50-01	Building Repairs	500.00		500.00	233.86			46.77	266.14
100-5350-50-01	Vehicle Expense	15,097.00		15,097.00	7,904.55	3,210.82		52.36	7,192.45
100-5351-50-01	Equipment Expense/Re	3,800.00		3,800.00	9,673.35			254.56	(5,873.35)
100-5352-50-01	Fuel	14,600.00		14,600.00	11,816.70	2,868.70		80.94	2,783.30
100-5353-50-01	Oil/Grease/Inspectio	600.00		600.00	111.92			18.65	488.08
	Subtotal object - 05	107,097.00		107,097.00	74,355.63	23,302.97	17,420.00	69.43	15,321.37
100-5400-50-01	Uniform Expense	8,400.00		8,400.00	7,143.95	1,532.86		85.05	1,256.05
100-5419-50-01	IT LICENSES	3,120.00		3,120.00				-	3,120.00
100-5430-50-01	Legal Fees	300.00		300.00				-	300.00
100-5480-50-01	Contracted Services	374,262.00		374,262.00	97,583.41	135.00	147,072.07	26.07	129,606.52
100-5485-50-01	Contract Svcs - Annu	1,250,000.00	578,718.79	1,828,718.79	439,608.31	1,930.04	106,338.24	24.04	1,282,772.24
	Subtotal object - 05	1,636,082.00	578,718.79	2,214,800.79	544,335.67	3,597.90	253,410.31	24.58	1,417,054.81
100-5520-50-01	Telephones	3,740.00		3,740.00	2,120.35	670.91		56.69	1,619.65
100-5523-50-01	Water/Sewer Charges	500.00		500.00	573.88	125.84		114.78	(73.88)
100-5525-50-01	Electricity	2,500.00		2,500.00	1,750.00	250.00		70.00	750.00
100-5526-50-01	Data Network	1,660.00		1,660.00	472.31	49.30		28.45	1,187.69
100-5527-50-01	Electricity - Street	224,200.00		224,200.00	167,409.14	24,368.76		74.67	56,790.86
100-5530-50-01	Travel	100.00		100.00	2,361.12	330.00			(2,261.12)

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
100-5533-50-01	Mileage Expense				380.25	380.25		-	(380.25)
100-5536-50-01	Training/Seminars	8,580.00		8,580.00	5,459.24	398.76		63.63	3,120.76
	Subtotal object - 05	241,280.00		241,280.00	180,526.29	26,573.82		74.82	60,753.71
100-5620-50-01	Tools & Equipment	9,000.00		9,000.00	14,325.03	240.16		159.17	(5,325.03)
100-5630-50-01	Safety Equipment	7,500.00		7,500.00	2,627.26	318.98		35.03	4,872.74
100-5640-50-01	Signs & Hardware	55,784.00		55,784.00	34,074.84	8,314.11		61.08	21,709.16
100-5650-50-01	Maintenance Material	88,000.00		88,000.00	68,200.34	7,886.62	12,912.98	77.50	6,886.68
	Subtotal object - 05	160,284.00		160,284.00	119,227.47	16,759.87	12,912.98	74.39	28,143.55
100-5970-50-01	VERF Charges for Ser	43,551.00		43,551.00	29,034.00	3,629.25		66.67	14,517.00
	Subtotal object - 05	43,551.00		43,551.00	29,034.00	3,629.25		66.67	14,517.00
100-6110-50-01	Capital Expenditure	40,000.00		40,000.00	7,069.00			17.67	32,931.00
100-6160-50-01	Capital Expense-Vehi	67,001.00		67,001.00			71,399.00	-	(4,398.00)
	Subtotal object - 06	107,001.00		107,001.00	7,069.00		71,399.00	6.61	28,533.00
Program number: 1	**STREETS**	**3,117,129.00**	**589,668.79**	**3,706,797.79**	**1,452,651.93**	**136,614.13**	**355,142.29**	**39.19**	**1,899,003.57**
Program number: 5	**FACILITIES MANAGEMENT**								
100-5212-50-05	Building Supplies	10,000.00		10,000.00	6,108.04	70.70		61.08	3,891.96
	Subtotal object - 05	10,000.00		10,000.00	6,108.04	70.70		61.08	3,891.96
100-5340-50-05	Building Repairs	31,856.00		31,856.00	8,657.37	1,608.80		27.18	23,198.63
	Subtotal object - 05	31,856.00		31,856.00	8,657.37	1,608.80		27.18	23,198.63
100-5480-50-05	Contracted Services	376,995.00		376,995.00	186,283.76	31,190.65	146,549.17	49.41	44,162.07
	Subtotal object - 05	376,995.00		376,995.00	186,283.76	31,190.65	146,549.17	49.41	44,162.07
100-5523-50-05	Water/Sewer Charges	26,000.00		26,000.00	11,426.08	1,937.11		43.95	14,573.92
100-5524-50-05	Gas	6,000.00		6,000.00	2,757.44	595.19		45.96	3,242.56
100-5525-50-05	Electricity	130,000.00		130,000.00	65,443.56	8,658.04		50.34	64,556.44
	Subtotal object - 05	162,000.00		162,000.00	79,627.08	11,190.34		49.15	82,372.92
Program number: 5	**FACILITIES MANAGEMENT**	**580,851.00**		**580,851.00**	**280,676.25**	**44,060.49**	**146,549.17**	**48.32**	**153,625.58**
Department number: 50	**PUBLIC WORKS**	**3,697,980.00**	**589,668.79**	**4,287,648.79**	**1,733,328.18**	**180,674.62**	**501,691.46**	**40.43**	**2,052,629.15**
Program number: 1	**PARKS ADMINISTRATION**								
100-5110-60-01	Salaries & Wages	464,926.00	6,891.00	471,817.00	253,055.83	36,187.16		53.63	218,761.17
100-5115-60-01	Salaries - Overtime	500.00		500.00	819.51			163.90	(319.51)
100-5126-60-01	Salaries-Vacation Bu	3,527.00		3,527.00	1,959.09			55.55	1,567.91
100-5140-60-01	Salaries - Longevity	1,330.00		1,330.00	1,320.00			99.25	10.00
100-5143-60-01	Cell Phone Allowance	3,720.00		3,720.00	1,800.00	320.00		48.39	1,920.00
100-5145-60-01	Social Security Expe	28,725.00		28,725.00	16,634.62	2,310.96		57.91	12,090.38
100-5150-60-01	Medicare Expense	6,861.00		6,861.00	3,890.36	540.48		56.70	2,970.64
100-5155-60-01	SUTA Expense	972.00		972.00	63.00	0.43		6.48	909.00
100-5160-60-01	Health Insurance	61,488.00		61,488.00	22,792.90	3,382.66		37.07	38,695.10
100-5162-60-01	HSA Expense	6,900.00		6,900.00	3,687.50			53.44	3,212.50
100-5165-60-01	Dental Insurance	2,640.00		2,640.00	1,187.32	197.42		44.97	1,452.68
100-5170-60-01	Life Insurance/AD&D	545.00		545.00	396.58	69.86		72.77	148.42
100-5175-60-01	Liability (TML)/Work	1,088.00		1,088.00	1,875.59	288.71		172.39	(787.59)
100-5180-60-01	TMRS Expense	67,426.00		67,426.00	36,376.80	5,183.02		53.95	31,049.20
100-5185-60-01	Long/Short Term Disa	884.00		884.00	474.71	76.00		53.70	409.29
100-5186-60-01	WELLE-Wellness Prog	3,000.00		3,000.00	1,314.12	184.82		43.80	1,685.88
100-5190-60-01	Contract Labor	30,000.00		30,000.00	23,982.00	2,961.00		79.94	6,018.00
	Subtotal object - 05	684,532.00	6,891.00	691,423.00	371,629.93	51,702.52		53.75	319,793.07
100-5210-60-01	Office Supplies	1,650.00		1,650.00	1,930.34			116.99	(280.34)
100-5212-60-01	Building Supplies	735.00		735.00	574.96			78.23	160.04
100-5220-60-01	Office Equipment	11,950.00		11,950.00	5,358.26	263.06		44.84	6,591.74
100-5230-60-01	Dues,Fees,& Subscrip	2,800.00		2,800.00	382.62			13.67	2,417.38

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5240-60-01	Postage and Delivery	150.00		150.00				-	150.00
100-5280-60-01	Printing and Reprodu	11,300.00		11,300.00	4,089.50	2,975.00		36.19	7,210.50
100-5290-60-01	Other Charges and Se				706.79			-	(706.79)
	Subtotal object - 05	28,585.00		28,585.00	13,042.47	3,238.06		45.63	15,542.53
100-5320-60-01	Repairs & Maintenanc	2,500.00		2,500.00	1,204.00			48.16	1,296.00
100-5330-60-01	Copier Expense	2,800.00		2,800.00	647.86			23.14	2,152.14
100-5340-60-01	Building Repairs	5,500.00		5,500.00	27.42			0.50	5,472.58
100-5350-60-01	Vehicle Expense	750.00		750.00	504.41	82.63		67.26	245.59
100-5352-60-01	Fuel	500.00		500.00	388.93	55.32		77.79	111.07
100-5353-60-01	Oil/Grease/Inspectio	150.00		150.00				-	150.00
	Subtotal object - 05	12,200.00		12,200.00	2,772.62	137.95		22.73	9,427.38
100-5400-60-01	Uniform Expense	925.00		925.00	641.51			69.35	283.49
100-5410-60-01	Professional Service	133,900.00	5,500.00	139,400.00	72,100.00		44,700.00	51.72	22,600.00
100-5419-60-01	IT Licenses	4,448.00		4,448.00	533.44	228.42		11.99	3,914.56
100-5430-60-01	Legal Fees	8,000.00		8,000.00	7,676.00	1,064.00		95.95	324.00
100-5435-60-01	Legal Notices/Filing	1,200.00		1,200.00	88.00			7.33	1,112.00
100-5480-60-01	Contracted Services	37,400.00		37,400.00	13,688.00	900.00		36.60	23,712.00
	Subtotal object - 05	185,873.00	5,500.00	191,373.00	94,726.95	2,192.42	44,700.00	49.50	51,946.05
100-5520-60-01	Telephones	500.00		500.00	297.49	80.37		59.50	202.51
100-5523-60-01	Water/Sewer Charges	1,400.00		1,400.00	547.16	73.33		39.08	852.84
100-5524-60-01	GAS	1,900.00		1,900.00	811.32			42.70	1,088.68
100-5525-60-01	Electricity	6,100.00		6,100.00	1,415.01	159.84		23.20	4,684.99
100-5530-60-01	Travel	9,680.00		9,680.00	2,742.49	525.18		28.33	6,937.51
100-5533-60-01	Mileage Expense	250.00		250.00	81.18			32.47	168.82
100-5536-60-01	Training/Seminars	4,650.00		4,650.00	4,513.00			97.05	137.00
	Subtotal object - 05	24,480.00		24,480.00	10,407.65	838.72		42.52	14,072.35
100-5600-60-01	Special Events				120.55			-	(120.55)
100-5601-60-01	Event - Prosper Chri	65,000.00	44,000.00	109,000.00	64,206.52			58.91	44,793.48
	Subtotal object - 05	65,000.00	44,000.00	109,000.00	64,327.07			59.02	44,672.93
100-5970-60-01	VERF Charges for Ser	3,620.00		3,620.00	2,413.36	301.67		66.67	1,206.64
	Subtotal object - 05	3,620.00		3,620.00	2,413.36	301.67		66.67	1,206.64
100-7144-60-01	Transfer to Bond Fun	1,545,000.00		1,545,000.00	1,030,000.00	128,750.00		66.67	515,000.00
	Subtotal object - 07	1,545,000.00		1,545,000.00	1,030,000.00	128,750.00		66.67	515,000.00
Program number: 1	**PARKS ADMINISTRATION**	**2,549,290.00**	**56,391.00**	**2,605,681.00**	**1,589,320.05**	**187,161.34**	**44,700.00**	**60.99**	**971,660.95**
Program number: 2	**PARKS OPERATIONS**								
100-5110-60-02	Salaries & Wages	1,104,635.00	24,225.00	1,128,860.00	668,891.22	85,066.72		59.25	459,968.78
100-5115-60-02	Salaries - Overtime	16,117.00		16,117.00	14,095.17	1,011.43		87.46	2,021.83
100-5126-60-02	Salaries-Vacation Bu	18,637.00		18,637.00	5,957.42			31.97	12,679.58
100-5140-60-02	Salaries - Longevity	6,715.00		6,715.00	6,340.00			94.42	375.00
100-5143-60-02	Cell Phone Allowance	13,920.00		13,920.00	8,120.00	1,140.00		58.33	5,800.00
100-5145-60-02	Social Security Expe	71,788.00		71,788.00	40,221.18	4,928.04		56.03	31,566.82
100-5150-60-02	Medicare Expense	16,789.00		16,789.00	9,406.58	1,152.55		56.03	7,382.42
100-5155-60-02	SUTA Expense	3,888.00		3,888.00	653.72	9.14		16.81	3,234.28
100-5160-60-02	Health Insurance	215,208.00		215,208.00	121,361.48	15,902.36		56.39	93,846.52
100-5162-60-02	HSA Expense	23,100.00		23,100.00	19,125.00			82.79	3,975.00
100-5165-60-02	Dental Insurance	9,144.00		9,144.00	4,802.60	619.42		52.52	4,341.40
100-5170-60-02	Life Insurance/AD&D	2,505.00		2,505.00	1,405.20	173.36		56.10	1,099.80
100-5175-60-02	Liability (TML)/Work	23,296.00		23,296.00	15,228.61	1,882.62		65.37	8,067.39
100-5180-60-02	TMRS Expense	164,995.00		164,995.00	98,075.64	12,326.67		59.44	66,919.36
100-5185-60-02	Long/Short Term Disa	2,099.00		2,099.00	1,239.86	176.02		59.07	859.14
100-5186-60-02	WELLE-Wellness Prog	6,000.00		6,000.00	3,076.62	424.88		51.28	2,923.38

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 05	1,698,836.00	24,225.00	1,723,061.00	1,018,000.30	124,813.21		59.08	705,060.70
100-5210-60-02	Office Supplies	600.00		600.00	687.31			114.55	(87.31)
100-5212-60-02	Building Supplies	21,900.00		21,900.00	898.09	43.47		4.10	21,001.91
100-5213-60-02	Custodial Supplies	6,500.00		6,500.00	4,852.93	1,030.00		74.66	1,647.07
100-5220-60-02	Office Equipment	1,800.00		1,800.00	368.04	50.00		20.45	1,431.96
100-5230-60-02	Dues,Fees,& Subscrip	3,850.00		3,850.00	2,763.63	120.00		71.78	1,086.37
100-5240-60-02	Postage and Delivery	110.00		110.00	168.54	12.28		153.22	(58.54)
100-5290-60-02	Other Charges and Se				608.55	54.99		-	(608.55)
	Subtotal object - 05	34,760.00		34,760.00	10,347.09	1,310.74		29.77	24,412.91
100-5310-60-02	Rental Expense	41,500.00	(4,800.00)	36,700.00	24,893.80	2,681.00	10,723.60	67.83	1,082.60
100-5312-60-02	Equipment Lease/Rent		4,800.00	4,800.00	5,730.59	27.90		119.39	(930.59)
100-5320-60-02	Repairs & Maintenanc	80,900.00	(2,600.00)	78,300.00	39,489.49	8,004.39	17,479.25	50.43	21,331.26
100-5322-60-02	Irrigation Repairs	24,700.00		24,700.00	10,992.93	3,527.20		44.51	13,707.07
100-5323-60-02	Field Maintenance	51,500.00	26,510.00	78,010.00	47,609.14	3,995.83	18,415.00	61.03	11,985.86
100-5324-60-02	Landscape Maintenanc	24,500.00		24,500.00	14,337.69	1,937.50	12,000.00	58.52	(1,837.69)
100-5330-60-02	Copier Expense	225.00		225.00	67.47			29.99	157.53
100-5340-60-02	Building Repairs		2,600.00	2,600.00	772.21			29.70	1,827.79
100-5350-60-02	Vehicle Expense	10,653.00		10,653.00	9,005.53	2,771.65		84.54	1,647.47
100-5351-60-02	Equipment Expense/Re	4,500.00	4,200.00	8,700.00	16,150.10	438.48		185.63	(7,450.10)
100-5352-60-02	Fuel	19,900.00		19,900.00	15,954.73	4,771.15		80.18	3,945.27
100-5353-60-02	Oil/Grease/Inspectio	2,050.00		2,050.00	408.54			19.93	1,641.46
100-5355-60-02	Chemicals/Fertilizer	101,305.00	(4,200.00)	97,105.00	49,916.71	3,484.19	24,724.00	51.41	22,464.29
	Subtotal object - 05	361,733.00	26,510.00	388,243.00	235,328.93	31,639.29	83,341.85	60.61	69,572.22
100-5400-60-02	Uniform Expense	15,495.00		15,495.00	7,571.86	1,145.09		48.87	7,923.14
100-5419-60-02	IT Licenses	330.00		330.00				-	330.00
100-5480-60-02	Contracted Services	398,222.00	237,921.12	636,143.12	392,467.74	29,973.06	123,850.00	61.70	119,825.38
	Subtotal object - 05	414,047.00	237,921.12	651,968.12	400,039.60	31,118.15	123,850.00	61.36	128,078.52
100-5520-60-02	Telephones	4,772.00		4,772.00	1,991.84	550.29		41.74	2,780.16
100-5523-60-02	Water/Sewer Charges	218,188.00		218,188.00	103,270.53	14,529.69		47.33	114,917.47
100-5525-60-02	Electricity	145,154.00		145,154.00	109,635.94	17,475.78		75.53	35,518.06
100-5526-60-02	Data Network	450.00		450.00	292.92	76.97		65.09	157.08
100-5530-60-02	Travel	4,050.00		4,050.00	607.58			15.00	3,442.42
100-5533-60-02	Mileage Expense	270.00		270.00				-	270.00
100-5536-60-02	Training/Seminars	6,030.00		6,030.00	4,735.01	1,380.00		78.52	1,294.99
	Subtotal object - 05	378,914.00		378,914.00	220,533.82	34,012.73		58.20	158,380.18
100-5600-60-02	Special Events	2,300.00		2,300.00	1,733.85			75.39	566.15
100-5620-60-02	Tools & Equipment	3,550.00		3,550.00	4,190.62			118.05	(640.62)
100-5630-60-02	Safety Equipment	5,640.00		5,640.00	2,071.58			36.73	3,568.42
100-5640-60-02	Signs & Hardware	5,000.00		5,000.00	272.70			5.45	4,727.30
	Subtotal object - 05	16,490.00		16,490.00	8,268.75			50.14	8,221.25
100-5970-60-02	VERF Charges for Ser	94,953.00		94,953.00	63,302.00	7,912.75		66.67	31,651.00
	Subtotal object - 05	94,953.00		94,953.00	63,302.00	7,912.75		66.67	31,651.00
100-6120-60-02	Capital Expense-Park	16,000.00	(9,510.00)	6,490.00				-	6,490.00
100-6140-60-02	Capital Expense-Equi	17,500.00		17,500.00	14,938.00			85.36	2,562.00
100-6160-60-02	Capital Expense-Vehi	39,033.00		39,033.00			38,532.85	-	500.15
	Subtotal object - 06	72,533.00	(9,510.00)	63,023.00	14,938.00		38,532.85	23.70	9,552.15
Program number: 2	**PARKS OPERATIONS**	**3,072,266.00**	**279,146.12**	**3,351,412.12**	**1,970,758.49**	**230,806.87**	**245,724.70**	**58.80**	**1,134,928.93**
Program number: 3	**RECREATION**								
100-5110-60-03	Salaries & Wages	96,398.00	34,336.00	130,734.00	67,225.33	4,250.46		51.42	63,508.67
100-5115-60-03	Salaries - Overtime				67.70			-	(67.70)
100-5140-60-03	Salaries - Longevity	330.00		330.00	320.00			96.97	10.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5143-60-03	CELL PHONE ALLOWANCE	480.00		480.00	280.00			58.33	200.00
100-5145-60-03	Social Security Expe	6,027.00		6,027.00	4,135.55	258.45		68.62	1,891.45
100-5150-60-03	Medicare Expense	1,410.00		1,410.00	967.19	60.44		68.60	442.81
100-5155-60-03	SUTA Expense	324.00		324.00	18.00			5.56	306.00
100-5160-60-03	Health Insurance	20,496.00		20,496.00	7,985.19	539.36		38.96	12,510.81
100-5162-60-03	HSA Expense	1,500.00		1,500.00	1,500.00			100.00	
100-5165-60-03	Dental Insurance	864.00		864.00	486.00	32.40		56.25	378.00
100-5170-60-03	Life Insurance/AD&D	226.00		226.00	128.70	7.88		56.95	97.30
100-5175-60-03	Liability (TML)/Work	1,012.00		1,012.00	1,358.17	85.38		134.21	(346.17)
100-5180-60-03	TMRS Expense	13,853.00		13,853.00	9,552.13	611.38		68.95	4,300.87
100-5185-60-03	Long/Short Term Disa	184.00		184.00	128.30	8.92		69.73	55.70
100-5186-60-03	WELLE-Wellness Prog	600.00		600.00	417.03	39.94		69.51	182.97
	Subtotal object - 05	143,704.00	34,336.00	178,040.00	94,569.29	5,894.61		53.12	83,470.71
100-5220-60-03	Office Equipment	550.00		550.00	231.94	165.96		42.17	318.06
100-5230-60-03	Dues,Fees,& Subscrip				40.00			-	(40.00)
100-5240-60-03	Postage and Delivery	3,700.00		3,700.00	2,032.59			54.94	1,667.41
100-5260-60-03	Advertising	2,070.00		2,070.00	2,289.97	542.97		110.63	(219.97)
100-5280-60-03	Printing and Reprodu	3,540.00		3,540.00	1,760.00			49.72	1,780.00
	Subtotal object - 05	9,860.00		9,860.00	6,354.50	708.93		64.45	3,505.50
100-5475-60-03	Credit Card Fees	4,420.00		4,420.00	5,618.49	2,314.11		127.12	(1,198.49)
	Subtotal object - 05	4,420.00		4,420.00	5,618.49	2,314.11		127.12	(1,198.49)
100-5600-60-03	Special Events	76,375.00		76,375.00	11,547.86	3,727.17		15.12	64,827.14
	Subtotal object - 05	76,375.00		76,375.00	11,547.86	3,727.17		15.12	64,827.14
100-5995-60-03	Recreation Activitie	113,000.00		113,000.00	51,510.82	2,676.05		45.59	61,489.18
	Subtotal object - 05	113,000.00		113,000.00	51,510.82	2,676.05		45.59	61,489.18
Program number: 3	**RECREATION**	**347,359.00**	**34,336.00**	**381,695.00**	**169,600.96**	**15,320.87**		**44.43**	**212,094.04**
Program number: 5	**LIBRARY**								
100-5110-60-05	Salaries & Wages	391,430.00	7,488.00	398,918.00	240,776.92	32,177.67		60.36	158,141.08
100-5126-60-05	Salaries-Vacation Bu	4,773.00		4,773.00	2,410.07			50.49	2,362.93
100-5140-60-05	Salaries - Longevity	1,615.00		1,615.00	800.00			49.54	815.00
100-5143-60-05	Cell Phone Allowance				200.00	40.00		-	(200.00)
100-5145-60-05	Social Security Expe	24,665.00		24,665.00	14,886.31	1,947.04		60.35	9,778.69
100-5150-60-05	Medicare Expense	5,769.00		5,769.00	3,481.49	455.36		60.35	2,287.51
100-5155-60-05	SUTA Expense	2,592.00		2,592.00	528.63	11.65		20.40	2,063.37
100-5160-60-05	Health Insurance	30,744.00		30,744.00	7,385.02	1,068.66		24.02	23,358.98
100-5162-60-05	HSA EXPENSE	2,250.00		2,250.00	1,500.00			66.67	750.00
100-5165-60-05	Dental Insurance	1,296.00		1,296.00	453.60	64.80		35.00	842.40
100-5170-60-05	Life Insurance/AD&D	316.00		316.00	183.28	27.46		58.00	132.72
100-5175-60-05	Liability (TML)/Work	1,197.00		1,197.00	698.39	90.54		58.35	498.61
100-5180-60-05	TMRS Expense	30,759.00		30,759.00	25,067.59	3,249.93		81.50	5,691.41
100-5185-60-05	Long/Short Term Disa	400.00		400.00	253.53	39.36		63.38	146.47
100-5186-60-05	WELLE-Wellness Prog	600.00		600.00	324.70	39.94		54.12	275.30
	Subtotal object - 05	498,406.00	7,488.00	505,894.00	298,949.53	39,212.41		59.09	206,944.47
100-5210-60-05	Office Supplies	4,500.00		4,500.00	3,485.09	418.59		77.45	1,014.91
100-5220-60-05	Office Equipment	11,000.00		11,000.00	11,220.34	177.76		102.00	(220.34)
100-5230-60-05	Dues,Fees,& Subscrip	2,111.00		2,111.00	1,696.87	193.99		80.38	414.13
100-5240-60-05	Postage and Delivery	600.00		600.00	427.18	27.72		71.20	172.82
100-5260-60-05	Advertising	100.00		100.00				-	100.00
100-5280-60-05	Printing and Reprodu	1,600.00		1,600.00				-	1,600.00
100-5281-60-05	Book Purchases	51,000.00	(1,500.00)	49,500.00	25,241.00	3,316.28	12,748.28	50.99	11,510.72
100-5282-60-05	DVD Purchases	1,000.00	(500.00)	500.00	158.93			31.79	341.07

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5283-60-05	Audiobook Purchases	1,500.00	(1,000.00)	500.00	34.32			6.86	465.68
100-5284-60-05	Other Collect. Item	600.00		600.00	628.98	133.02		104.83	(28.98)
100-5290-60-05	Other Charges and Se	2,000.00	3,000.00	5,000.00	5,079.19	336.54		101.58	(79.19)
	Subtotal object - 05	76,011.00		76,011.00	47,971.90	4,603.90	12,748.28	63.11	15,290.82
100-5310-60-05	Rental Expense				588.00	153.00		-	(588.00)
100-5330-60-05	Copier Expense	1,900.00		1,900.00	1,567.80			82.52	332.20
100-5350-60-05	Vehicle Expense				694.08			-	(694.08)
	Subtotal object - 05	1,900.00		1,900.00	2,849.88	153.00		149.99	(949.88)
100-5400-60-05	Uniform Expense	1,650.00		1,650.00	1,241.49	847.00		75.24	408.51
100-5419-60-05	IT Licenses	929.00		929.00	642.73			69.19	286.27
100-5430-60-05	Legal Fees	500.00		500.00	532.00	57.00		106.40	(32.00)
100-5480-60-05	Contracted Services	14,031.00		14,031.00	11,750.00			83.74	2,281.00
	Subtotal object - 05	17,110.00		17,110.00	14,166.22	904.00		82.80	2,943.78
100-5520-60-05	Telephones	500.00		500.00	873.49	430.38		174.70	(373.49)
100-5530-60-05	Travel	4,000.00		4,000.00	2,631.77	2,361.77		65.79	1,368.23
100-5533-60-05	Mileage Expense	400.00		400.00	142.39	127.76		35.60	257.61
100-5536-60-05	Training/Seminars	1,500.00		1,500.00	700.00			46.67	800.00
	Subtotal object - 05	6,400.00		6,400.00	4,347.65	2,919.91		67.93	2,052.35
100-5600-60-05	Special Events	4,136.00		4,136.00	3,195.70	273.80		77.27	940.30
	Subtotal object - 05	4,136.00		4,136.00	3,195.70	273.80		77.27	940.30
100-5970-60-05	VERF Charges for Ser	2,857.00		2,857.00	1,904.64	238.08		66.67	952.36
	Subtotal object - 05	2,857.00		2,857.00	1,904.64	238.08		66.67	952.36
Program number: 5	**LIBRARY**	**606,820.00**	**7,488.00**	**614,308.00**	**373,385.52**	**48,305.10**	**12,748.28**	**60.78**	**228,174.20**
Department number: 60	**COMMUNITY SERVICES**	**6,575,735.00**	**377,361.12**	**6,953,096.12**	**4,103,065.02**	**481,594.18**	**303,172.98**	**59.01**	**2,546,858.12**
Program number: 1	**ENGINEERING**								
100-5110-98-01	Salaries & Wages	1,586,235.00	36,760.00	1,622,995.00	900,382.95	115,856.86		55.48	722,612.05
100-5115-98-01	Salaries - Overtime	700.00		700.00	694.09	56.84		99.16	5.91
100-5126-98-01	Salaries-Vacation Bu	16,897.00		16,897.00	8,667.87			51.30	8,229.13
100-5140-98-01	Salaries - Longevity	3,620.00		3,620.00	3,410.00			94.20	210.00
100-5143-98-01	Cell Phone Allowance	4,440.00		4,440.00	1,340.00	130.00		30.18	3,100.00
100-5145-98-01	Social Security Expe	95,643.00		95,643.00	49,944.23	6,766.27		52.22	45,698.77
100-5150-98-01	Medicare Expense	23,340.00		23,340.00	12,489.65	1,582.43		53.51	10,850.35
100-5155-98-01	SUTA Expense	2,592.00		2,592.00	314.02	3.88		12.12	2,277.98
100-5160-98-01	Health Insurance	133,224.00		133,224.00	72,063.63	9,969.88		54.09	61,160.37
100-5162-98-01	HSA Expense	11,850.00		11,850.00	12,625.00			106.54	(775.00)
100-5165-98-01	Dental Insurance	6,120.00		6,120.00	3,393.79	443.26		55.45	2,726.21
100-5170-98-01	Life Insurance/AD&D	1,585.00		1,585.00	935.64	115.20		59.03	649.36
100-5175-98-01	Liability (TML)/Work	12,611.00		12,611.00	5,920.63	741.87		46.95	6,690.37
100-5180-98-01	TMRS Expense	229,388.00		229,388.00	128,393.26	16,474.24		55.97	100,994.74
100-5185-98-01	Long/Short Term Disa	2,972.00		2,972.00	1,664.17	235.15		56.00	1,307.83
100-5186-98-01	WELLE-Wellness Prog	4,800.00		4,800.00	2,365.00	345.00		49.27	2,435.00
	Subtotal object - 05	2,136,017.00	36,760.00	2,172,777.00	1,204,603.93	152,720.88		55.44	968,173.07
100-5210-98-01	Office Supplies	2,900.00		2,900.00	1,403.70	152.97		48.40	1,496.30
100-5220-98-01	Office Equipment	44,395.00		44,395.00	10,836.48		36,905.30	24.41	(3,346.78)
100-5230-98-01	Dues,Fees,& Subscrip	2,600.00		2,600.00	2,876.27	1,245.00		110.63	(276.27)
100-5240-98-01	Postage and Delivery	200.00		200.00	160.35	35.35		80.18	39.65
100-5280-98-01	Printing and Reprodu	300.00		300.00	268.18			89.39	31.82
100-5290-98-01	Other Charges and Se	500.00		500.00	275.17	133.10		55.03	224.83
	Subtotal object - 05	50,895.00		50,895.00	15,820.15	1,566.42	36,905.30	31.08	(1,830.45)
100-5330-98-01	Copier Expense	2,000.00		2,000.00	995.09			49.76	1,004.91
100-5350-98-01	Vehicle Expense	5,184.00		5,184.00	4,531.71	1,332.43		87.42	652.29

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
100-5352-98-01	Fuel	6,100.00		6,100.00	1,925.86	456.58		31.57	4,174.14
	Subtotal object - 05	13,284.00		13,284.00	7,452.66	1,789.01		56.10	5,831.34
100-5400-98-01	Uniform Expense	3,100.00		3,100.00	2,177.80			70.25	922.20
100-5410-98-01	Professional Service	225,000.00	23,253.37	248,253.37	32,952.50	5,800.00	58,503.37	13.27	156,797.50
100-5410-98-01-1831-ST	First/BNSF RR Overpa		787.07	787.07			787.07	-	
100-5410-98-01-1832-ST	Prosper Trl/BNSF RR		80.42	80.42			80.42	-	
100-5419-98-01	IT Licenses	16,350.00		16,350.00	1,553.68	913.68		9.50	14,796.32
100-5430-98-01	Legal Fees	22,000.00		22,000.00	19,156.28	3,404.50		87.07	2,843.72
100-5435-98-01	Legal Notices/Filing	1,500.00		1,500.00	585.75	79.25		39.05	914.25
	Subtotal object - 05	267,950.00	24,120.86	292,070.86	56,426.01	10,197.43	59,370.86	19.32	176,273.99
100-5520-98-01	Telephones	2,269.00		2,269.00	2,474.05	783.60		109.04	(205.05)
100-5526-98-01	Data Network	1,000.00		1,000.00	770.79	341.91		77.08	229.21
100-5530-98-01	Travel	1,780.00		1,780.00	608.36			34.18	1,171.64
100-5533-98-01	Mileage Expense	1,200.00		1,200.00				-	1,200.00
100-5536-98-01	Training/Seminars	7,000.00		7,000.00	7,925.42	347.50		113.22	(925.42)
	Subtotal object - 05	13,249.00		13,249.00	11,778.62	1,473.01		88.90	1,470.38
100-5620-98-01	Tools & Equipment	200.00		200.00	47.88			23.94	152.12
100-5630-98-01	Safety Equipment	500.00		500.00	774.98			155.00	(274.98)
	Subtotal object - 05	700.00		700.00	822.86			117.55	(122.86)
100-5970-98-01	VERF Charges for Ser	7,199.00		7,199.00	4,799.36	599.92		66.67	2,399.64
	Subtotal object - 05	7,199.00		7,199.00	4,799.36	599.92		66.67	2,399.64
100-6160-98-01	Capital Expense - Ve	36,398.00		36,398.00			34,351.95	-	2,046.05
	Subtotal object - 06	36,398.00		36,398.00			34,351.95	-	2,046.05
100-7144-98-01	Transfer to CIP Fund	1,650,000.00		1,650,000.00	1,100,000.00	137,500.00		66.67	550,000.00
	Subtotal object - 07	1,650,000.00		1,650,000.00	1,100,000.00	137,500.00		66.67	550,000.00
Program number: 1	**ENGINEERING**	**4,175,692.00**	**60,880.86**	**4,236,572.86**	**2,401,703.59**	**305,846.67**	**130,628.11**	**56.69**	**1,704,241.16**
Department number: 98	**ENGINEERING**	**4,175,692.00**	**60,880.86**	**4,236,572.86**	**2,401,703.59**	**305,846.67**	**130,628.11**	**56.69**	**1,704,241.16**
	Expense Subtotal - - - - - -	**41,142,021.00**	**4,917,383.86**	**46,059,404.86**	**27,139,145.09**	**2,959,084.79**	**3,560,492.48**	**58.92**	**15,359,767.29**
Fund number: 100	**GENERAL**	**3,844,940.00**	**4,917,383.86**	**8,762,323.86**	**(6,251,863.20)**	**997,290.77**	**3,560,492.48**	**(71.35)**	**11,453,694.58**
Fund number: 120	**POLICE SPD**								
120-4120-20-01	Sales Taxes	(2,102,918.00)		(2,102,918.00)	(1,665,520.83)	(226,621.97)		79.20	(437,397.17)
	Subtotal object - 04	(2,102,918.00)		(2,102,918.00)	(1,665,520.83)	(226,621.97)		79.20	(437,397.17)
120-4610-20-01	Interest Income	(300.00)		(300.00)	(607.21)	(159.20)		202.40	307.21
	Subtotal object - 04	(300.00)		(300.00)	(607.21)	(159.20)		202.40	307.21
Program number: 1	**OPERATIONS**	**(2,103,218.00)**		**(2,103,218.00)**	**(1,666,128.04)**	**(226,781.17)**		**79.22**	**(437,089.96)**
Department number: 20	**POLICE**	**(2,103,218.00)**		**(2,103,218.00)**	**(1,666,128.04)**	**(226,781.17)**		**79.22**	**(437,089.96)**
	Revenue Subtotal - - - - - -	**(2,103,218.00)**		**(2,103,218.00)**	**(1,666,128.04)**	**(226,781.17)**		**79.22**	**(437,089.96)**
Program number: 1	**OPERATIONS**								
120-5110-20-01	Salaries & Wages	1,408,454.00		1,408,454.00	845,273.92	101,749.95		60.01	563,180.08
120-5115-20-01	Salaries - Overtime	65,000.00		65,000.00	94,600.04	15,486.11		145.54	(29,600.04)
120-5126-20-01	Salaries-Vacation Bu	7,273.00		7,273.00	4,631.20			63.68	2,641.80
120-5127-20-01	Salaries-Certificati	15,540.00		15,540.00	9,728.78	1,107.64		62.61	5,811.22
120-5140-20-01	Salaries - Longevity	5,490.00		5,490.00	4,385.00			79.87	1,105.00
120-5145-20-01	Social Security Expe	89,514.00		89,514.00	58,421.45	7,480.32		65.27	31,092.55
120-5150-20-01	Medicare Expense	20,935.00		20,935.00	13,663.10	1,749.43		65.26	7,271.90
120-5155-20-01	SUTA Expense	2,916.00		2,916.00	162.00			5.56	2,754.00
120-5160-20-01	Health Insurance	194,712.00		194,712.00	93,591.57	12,431.16		48.07	101,120.43
120-5162-20-01	HSA Expense	18,000.00		18,000.00	14,875.00			82.64	3,125.00
120-5165-20-01	Dental Insurance	8,208.00		8,208.00	4,656.79	614.38		56.74	3,551.21
120-5170-20-01	Life Insurance/AD&D	6,753.00		6,753.00	3,877.98	470.54		57.43	2,875.02

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
120-5175-20-01	Liability (TML) Work	32,156.00		32,156.00	23,143.26	2,941.76		71.97	9,012.74
120-5180-20-01	TMRS Expense	196,291.00		196,291.00	137,303.66	17,845.76		69.95	58,987.34
120-5185-20-01	Long/Short Term Disa	2,566.00		2,566.00	1,576.05	223.49		61.42	989.95
120-5186-20-01	WELLE-Wellness Prog	4,200.00		4,200.00	1,916.88	229.88		45.64	2,283.12
	Subtotal object - 05	2,078,008.00		2,078,008.00	1,311,806.68	162,330.42		63.13	766,201.32
120-5410-20-01	Professional Service	350.00		350.00	461.12			131.75	(111.12)
	Subtotal object - 05	350.00		350.00	461.12			131.75	(111.12)
120-5620-20-01	Tools and Equipment				7.74			-	(7.74)
	Subtotal object - 05				7.74			-	(7.74)
Program number: 1	**OPERATIONS**	**2,078,358.00**		**2,078,358.00**	**1,312,275.54**	**162,330.42**		**63.14**	**766,082.46**
Department number: 20	**POLICE**	**2,078,358.00**		**2,078,358.00**	**1,312,275.54**	**162,330.42**		**63.14**	**766,082.46**
	Expense Subtotal - - - - - -	**2,078,358.00**		**2,078,358.00**	**1,312,275.54**	**162,330.42**		**63.14**	**766,082.46**
Fund number: 120	**POLICE SPD**	**(24,860.00)**		**(24,860.00)**	**(353,852.50)**	**(64,450.75)**			**328,992.50**
Fund number: 130	**FIRE SPD**								
130-4120-30-01	Sales Taxes	(2,102,918.00)		(2,102,918.00)	(1,661,596.07)	(226,453.24)		79.01	(441,321.93)
	Subtotal object - 04	(2,102,918.00)		(2,102,918.00)	(1,661,596.07)	(226,453.24)		79.01	(441,321.93)
130-4610-30-01	Interest Income	(300.00)		(300.00)	(346.90)	(105.21)		115.63	46.90
	Subtotal object - 04	(300.00)		(300.00)	(346.90)	(105.21)		115.63	46.90
Program number: 1	**OPERATIONS**	**(2,103,218.00)**		**(2,103,218.00)**	**(1,661,942.97)**	**(226,558.45)**		**79.02**	**(441,275.03)**
Department number: 30	**FIRE**	**(2,103,218.00)**		**(2,103,218.00)**	**(1,661,942.97)**	**(226,558.45)**		**79.02**	**(441,275.03)**
	Revenue Subtotal - - - - - -	**(2,103,218.00)**		**(2,103,218.00)**	**(1,661,942.97)**	**(226,558.45)**		**79.02**	**(441,275.03)**
Program number: 1	**OPERATIONS**								
130-5110-30-01	Salaries & Wages	1,353,648.00		1,353,648.00	878,218.93	105,783.14		64.88	475,429.07
130-5115-30-01	Salaries - Overtime	140,000.00		140,000.00	114,205.84	12,189.77		81.58	25,794.16
130-5116-30-01	Salaries - FLSA Over				16,887.15	1,846.64		-	(16,887.15)
130-5127-30-01	Salaries-Certificati	12,180.00		12,180.00	10,128.79	1,232.36		83.16	2,051.21
130-5140-30-01	Salaries - Longevity	4,900.00		4,900.00	3,800.00			77.55	1,100.00
130-5145-30-01	Social Security Expe	90,714.00		90,714.00	59,006.40	6,939.81		65.05	31,707.60
130-5150-30-01	Medicare Expense	21,216.00		21,216.00	13,799.88	1,623.03		65.05	7,416.12
130-5155-30-01	SUTA Expense	2,916.00		2,916.00	459.64			15.76	2,456.36
130-5160-30-01	Health Insurance	184,464.00		184,464.00	134,748.28	17,432.80		73.05	49,715.72
130-5162-30-01	HSA Expense	18,750.00		18,750.00	19,562.50			104.33	(812.50)
130-5165-30-01	Dental Insurance	7,776.00		7,776.00	5,084.91	646.28		65.39	2,691.09
130-5170-30-01	Life Insurance/AD&D	6,753.00		6,753.00	4,031.42	472.68		59.70	2,721.58
130-5175-30-01	Liability (TML) Work	36,651.00		36,651.00	27,392.60	3,253.72		74.74	9,258.40
130-5180-30-01	TMRS Expense	208,495.00		208,495.00	144,217.93	17,317.61		69.17	64,277.07
130-5185-30-01	Long/Short Term Disa	2,482.00		2,482.00	1,585.77	211.48		63.89	896.23
130-5186-30-01	WELLE-Wellness Prog	7,800.00		7,800.00	4,159.68	474.88		53.33	3,640.32
	Subtotal object - 05	2,098,745.00		2,098,745.00	1,437,289.72	169,424.20		68.48	661,455.28
130-5410-30-01	Professional Service	350.00		350.00	461.12			131.75	(111.12)
	Subtotal object - 05	350.00		350.00	461.12			131.75	(111.12)
Program number: 1	**OPERATIONS**	**2,099,095.00**		**2,099,095.00**	**1,437,750.84**	**169,424.20**		**68.49**	**661,344.16**
Department number: 30	**FIRE**	**2,099,095.00**		**2,099,095.00**	**1,437,750.84**	**169,424.20**		**68.49**	**661,344.16**
	Expense Subtotal - - - - - -	**2,099,095.00**		**2,099,095.00**	**1,437,750.84**	**169,424.20**		**68.49**	**661,344.16**
Fund number: 130	**FIRE SPD**	**(4,123.00)**		**(4,123.00)**	**(224,192.13)**	**(57,134.25)**			**220,069.13**
Fund number: 150	**TIRZ #1 - BLUE STAR**								
150-4015-10-00	Water Impact Fees				(259,800.00)			-	259,800.00
150-4020-10-00	Wastewater Impact Fe				(525,569.00)	(50,796.00)		-	525,569.00
150-4040-10-00	East Thoroughfare Im	(200,000.00)		(200,000.00)	(1,318,973.12)			659.49	1,118,973.12
	Subtotal object - 04	(200,000.00)		(200,000.00)	(2,104,342.12)	(50,796.00)			1,904,342.12

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
150-4110-10-00	Property Taxes (Town	(627,221.00)		(627,221.00)	(612,991.30)			97.73	(14,229.70)
150-4111-10-00	Property Taxes (Coun	(148,647.00)		(148,647.00)	(144,307.94)			97.08	(4,339.06)
150-4120-10-00	Sales Taxes (Town)	(761,000.00)		(761,000.00)	(550,601.63)	(79,468.29)		72.35	(210,398.37)
150-4121-10-00	Sales Taxes (PEDC)	(637,500.00)		(637,500.00)	(461,128.86)	(66,554.69)		72.33	(176,371.14)
	Subtotal object - 04	(2,174,368.00)		(2,174,368.00)	(1,769,029.73)	(146,022.98)		81.36	(405,338.27)
150-4610-10-00	Interest Income	(2,000.00)		(2,000.00)	(4,543.19)	(1,616.25)		227.16	2,543.19
	Subtotal object - 04	(2,000.00)		(2,000.00)	(4,543.19)	(1,616.25)		227.16	2,543.19
Program number:	**DEFAULT PROGRAM**	**(2,376,368.00)**		**(2,376,368.00)**	**(3,877,915.04)**	**(198,435.23)**		**163.19**	**1,501,547.04**
Department number: 10	**ADMINISTRATION**	**(2,376,368.00)**		**(2,376,368.00)**	**(3,877,915.04)**	**(198,435.23)**		**163.19**	**1,501,547.04**
	Revenue Subtotal - - - - - -	**(2,376,368.00)**		**(2,376,368.00)**	**(3,877,915.04)**	**(198,435.23)**		**163.19**	**1,501,547.04**
Department number: 10	**ADMINISTRATION**								
150-5810-10-00	Thoro Impact Fee Reb	202,000.00		202,000.00				-	202,000.00
150-5812-10-00	Wastewater Impact Fe				1,207,638.50			-	(1,207,638.50)
150-5815-10-00	Town Sales Tax Rebat	761,000.00		761,000.00				-	761,000.00
150-5816-10-00	PEDC Sales Tax Rebat	637,500.00		637,500.00				-	637,500.00
150-5820-10-00	Town Ad Valorem Tax	627,221.00		627,221.00				-	627,221.00
150-5821-10-00	County Ad Valorem Ta	148,647.00		148,647.00				-	148,647.00
	Subtotal object - 05	2,376,368.00		2,376,368.00	1,207,638.50			50.82	1,168,729.50
Program number:	**DEFAULT PROGRAM**	**2,376,368.00**		**2,376,368.00**	**1,207,638.50**			**50.82**	**1,168,729.50**
Department number: 10	**ADMINISTRATION**	**2,376,368.00**		**2,376,368.00**	**1,207,638.50**			**50.82**	**1,168,729.50**
	Expense Subtotal - - - - - -	**2,376,368.00**		**2,376,368.00**	**1,207,638.50**			**50.82**	**1,168,729.50**
Fund number: 150	**TIRZ #1 - BLUE STAR**				**(2,670,276.54)**	**(198,435.23)**		**-**	**2,670,276.54**
Fund number: 160	**TIRZ #2**								
160-4110-10-00	Property Taxes (Town	(131,145.00)		(131,145.00)	(154,136.33)			117.53	22,991.33
160-4111-10-00	Property Taxes (Coun	(31,081.00)		(31,081.00)	(30,280.49)			97.42	(800.51)
	Subtotal object - 04	(162,226.00)		(162,226.00)	(184,416.82)			113.68	22,190.82
160-4610-10-00	Interest Income	(150.00)		(150.00)	(72.48)	(86.95)		48.32	(77.52)
	Subtotal object - 04	(150.00)		(150.00)	(72.48)	(86.95)		48.32	(77.52)
Program number:	**DEFAULT PROGRAM**	**(162,376.00)**		**(162,376.00)**	**(184,489.30)**	**(86.95)**		**113.62**	**22,113.30**
Department number: 10	**ADMINISTRATION**	**(162,376.00)**		**(162,376.00)**	**(184,489.30)**	**(86.95)**		**113.62**	**22,113.30**
	Revenue Subtotal - - - - - -	**(162,376.00)**		**(162,376.00)**	**(184,489.30)**	**(86.95)**		**113.62**	**22,113.30**
Department number: 10	**ADMINISTRATION**								
160-5820-10-00	Town Ad Valorem Tax	131,347.00		131,347.00				-	131,347.00
160-5821-10-00	County Ad Valorem Ta	31,081.00		31,081.00				-	31,081.00
	Subtotal object - 05	162,428.00		162,428.00				-	162,428.00
Program number:	**DEFAULT PROGRAM**	**162,428.00**		**162,428.00**				**-**	**162,428.00**
Department number: 10	**ADMINISTRATION**	**162,428.00**		**162,428.00**				**-**	**162,428.00**
	Expense Subtotal - - - - - -	**162,428.00**		**162,428.00**				**-**	**162,428.00**
Fund number: 160	**TIRZ #2 - MATTHEWS SOUTHWEST**	**52.00**		**52.00**	**(184,489.30)**	**(86.95)**			**184,541.30**
Fund number: 200	**WATER/SEWER**								
200-4000-10-08	W/S Service Initiati	(120,058.00)		(120,058.00)	(79,480.00)	(10,820.00)		66.20	(40,578.00)
200-4007-10-08	Sanitation	(1,779,679.00)		(1,779,679.00)	(1,253,147.13)	(176,351.42)		70.41	(526,531.87)
200-4009-10-08	Late Fee-W/S	(142,000.00)		(142,000.00)	(115,364.96)	(11,574.86)		81.24	(26,635.04)
	Subtotal object - 04	(2,041,737.00)		(2,041,737.00)	(1,447,992.09)	(198,746.28)		70.92	(593,744.91)
Program number: 8	UTILITY BILLING	(2,041,737.00)		(2,041,737.00)	(1,447,992.09)	(198,746.28)		70.92	(593,744.91)
200-4200-10-99	T-Mobile Fees	(98,400.00)		(98,400.00)	(49,600.48)	(6,200.06)		50.41	(48,799.52)
200-4201-10-99	Tierone Converged Ne	(22,776.00)		(22,776.00)	(15,184.00)	(1,898.00)		66.67	(7,592.00)
200-4203-10-99	AT&T Tower Lease				(20,216.13)	(4,100.00)		-	20,216.13
200-4205-10-99	Rise Broadband	(13,680.00)		(13,680.00)				-	(13,680.00)
200-4206-10-99	Verizon Antennae Lea	(71,635.00)		(71,635.00)	(60,100.00)	(2,883.75)		83.90	(11,535.00)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 04	(206,491.00)		(206,491.00)	(145,100.61)	(15,081.81)		70.27	(61,390.39)
Program number: 99	NON-DEPARTMENTAL	(206,491.00)		(206,491.00)	(145,100.61)	(15,081.81)		70.27	(61,390.39)
Department number: 10	ADMINISTRATION	(2,248,228.00)		(2,248,228.00)	(1,593,092.70)	(213,828.09)		70.86	(655,135.30)
200-4005-50-02	Water Revenue	(14,304,476.00)		(14,304,476.00)	(8,735,921.84)	(1,398,582.29)		61.07	(5,568,554.16)
200-4010-50-02	Connection Tap & Con	(875,000.00)		(875,000.00)	(679,018.00)	(89,175.00)		77.60	(195,982.00)
200-4012-50-02	Saturday Inspection	(6,000.00)		(6,000.00)	(6,150.00)	(450.00)		102.50	150.00
200-4018-50-02	Internet Cr. Card Fe	(109,000.00)		(109,000.00)	(81,498.85)	(10,803.68)		74.77	(27,501.15)
200-4019-50-02	Cr. Card Pmt Fees	(46,870.00)		(46,870.00)	(35,826.77)	(4,680.06)		76.44	(11,043.23)
200-4060-50-02	NSF Fees	(1,500.00)		(1,500.00)	(1,275.00)	(175.00)		85.00	(225.00)
	Subtotal object - 04	(15,342,846.00)		(15,342,846.00)	(9,539,690.46)	(1,503,866.03)		62.18	(5,803,155.54)
200-4243-50-02	Backflow Prevention	(51,000.00)		(51,000.00)	(40,121.32)	(6,275.00)		78.67	(10,878.68)
	Subtotal object - 04	(51,000.00)		(51,000.00)	(40,121.32)	(6,275.00)		78.67	(10,878.68)
200-4610-50-02	Interest Income	(40,000.00)		(40,000.00)	(24,931.14)	(3,487.79)		62.33	(15,068.86)
	Subtotal object - 04	(40,000.00)		(40,000.00)	(24,931.14)	(3,487.79)		62.33	(15,068.86)
200-4910-50-02	Other Revenue	(3,800,000.00)		(3,800,000.00)	(183,129.98)	(20,787.49)		4.82	(3,616,870.02)
200-4930-50-02	Insurance Proceeds				(16,262.50)			-	16,262.50
	Subtotal object - 04	(3,800,000.00)		(3,800,000.00)	(199,392.48)	(20,787.49)		5.25	(3,600,607.52)
Program number: 2	WATER	(19,233,846.00)		(19,233,846.00)	(9,804,135.40)	(1,534,416.31)		50.97	(9,429,710.60)
200-4006-50-03	Sewer	(8,472,771.00)		(8,472,771.00)	(5,955,053.61)	(801,669.96)		70.29	(2,517,717.39)
200-4010-50-03	Connection Tap & Con	(500,000.00)		(500,000.00)	(285,900.00)	(37,800.00)		57.18	(214,100.00)
	Subtotal object - 04	(8,972,771.00)		(8,972,771.00)	(6,240,953.61)	(839,469.96)		69.55	(2,731,817.39)
Program number: 3	WASTEWATER	(8,972,771.00)		(8,972,771.00)	(6,240,953.61)	(839,469.96)		69.55	(2,731,817.39)
Department number: 50	PUBLIC WORKS	(28,206,617.00)		(28,206,617.00)	(16,045,089.01)	(2,373,886.27)		56.88	(12,161,527.99)
	Revenue Subtotal - - - - - -	**(30,454,845.00)**		**(30,454,845.00)**	**(17,638,181.71)**	**(2,587,714.36)**		**57.92**	**(12,816,663.29)**
Program number: 8	**UTILITY BILLING**								
200-5110-10-08	Salaries & Wages	244,573.00	3,449.00	248,022.00	137,336.95	16,575.24		55.37	110,685.05
200-5115-10-08	Salaries - Overtime	3,500.00		3,500.00	2,229.78	469.58		63.71	1,270.22
200-5140-10-08	Salaries - Longevity	1,260.00		1,260.00	1,255.00			99.60	5.00
200-5143-10-08	Cell Phone Allowance	1,440.00		1,440.00	480.00	60.00		33.33	960.00
200-5145-10-08	Social Security Expe	15,548.00		15,548.00	8,443.08	1,021.78		54.30	7,104.92
200-5150-10-08	Medicare Expense	3,636.00		3,636.00	1,974.57	238.96		54.31	1,661.43
200-5155-10-08	SUTA Expense	810.00		810.00	16.97			2.10	793.03
200-5160-10-08	Health Insurance	51,240.00		51,240.00	18,393.20	2,303.80		35.90	32,846.80
200-5162-10-08	HSA Expense	3,450.00		3,450.00	2,245.74			65.09	1,204.26
200-5165-10-08	Dental Insurance	2,184.00		2,184.00	1,056.32	132.04		48.37	1,127.68
200-5170-10-08	Life Insurance/AD&D	498.00		498.00	275.41	31.71		55.30	222.59
200-5175-10-08	Liability (TML)/Work	569.00		569.00	323.66	39.12		56.88	245.34
200-5180-10-08	TMRS Expense	35,237.00		35,237.00	19,876.72	2,441.71		56.41	15,360.28
200-5185-10-08	Long/Short Term Disa	465.00		465.00	261.78	34.80		56.30	203.22
200-5186-10-08	WELLE-Wellness Prog	1,800.00		1,800.00	717.18	89.94		39.84	1,082.82
	Subtotal object - 05	366,210.00	3,449.00	369,659.00	194,886.36	23,438.68		52.72	174,772.64
200-5210-10-08	Office Supplies	3,200.00		3,200.00	2,773.53	586.69		86.67	426.47
200-5220-10-08	Office Equipment	3,905.00		3,905.00	1,190.21			30.48	2,714.79
200-5230-10-08	Dues,Fees,& Subscrip	100.00		100.00				-	100.00
200-5240-10-08	Postage and Delivery	60,000.00		60,000.00	26,824.51	4,400.05		44.71	33,175.49
200-5280-10-08	Printing and Reprodu	4,860.00		4,860.00	14,980.60	2,610.33		308.24	(10,120.60)
200-5290-10-08	Other Charges and Se	1,200.00		1,200.00	1,198.01	420.00		99.83	1.99
	Subtotal object - 05	73,265.00		73,265.00	46,966.86	8,017.07		64.11	26,298.14
200-5330-10-08	Copier Expense	2,700.00		2,700.00	893.03			33.08	1,806.97
	Subtotal object - 05	2,700.00		2,700.00	893.03			33.08	1,806.97
200-5400-10-08	Uniform Expense	300.00		300.00	282.26			94.09	17.74

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5418-10-08	IT Fees	49,000.00		49,000.00	21,079.00			43.02	27,921.00
200-5419-10-08	IT Licenses	535.00		535.00	228.42	228.42		42.70	306.58
200-5430-10-08	Legal Fees	500.00		500.00	190.00			38.00	310.00
200-5470-10-08	Trash Collection	1,779,679.00		1,779,679.00	1,095,533.91	171,881.16		61.56	684,145.09
200-5475-10-08	CREDIT CARD FEES	172,500.00		172,500.00	136,360.98	16,685.44		79.05	36,139.02
200-5479-10-08	Household Haz. Waste	7,800.00		7,800.00	4,685.00	1,050.00		60.06	3,115.00
200-5480-10-08	Contracted Services	17,000.00		17,000.00	1,490.88			8.77	15,509.12
200-5481-10-08	Cash Short/Over				(0.05)			-	0.05
	Subtotal object - 05	2,027,314.00		2,027,314.00	1,259,850.40	189,845.02		62.14	767,463.60
200-5530-10-08	Travel	3,470.00		3,470.00	98.26	43.26		2.83	3,371.74
200-5533-10-08	Mileage Expense	265.00		265.00	185.08	95.76		69.84	79.92
200-5536-10-08	Training/Seminars	2,490.00		2,490.00	895.00			35.94	1,595.00
	Subtotal object - 05	6,225.00		6,225.00	1,178.34	139.02		18.93	5,046.66
200-5600-10-08	Special Events	1,200.00		1,200.00	250.22			20.85	949.78
	Subtotal object - 05	1,200.00		1,200.00	250.22			20.85	949.78
200-5970-10-08	VERF Charges for Ser	3,221.00		3,221.00	2,147.36	268.42		66.67	1,073.64
	Subtotal object - 05	3,221.00		3,221.00	2,147.36	268.42		66.67	1,073.64
200-7147-10-08	Transfer to GF	42,697.00		42,697.00	28,464.64	3,558.08		66.67	14,232.36
	Subtotal object - 07	42,697.00		42,697.00	28,464.64	3,558.08		66.67	14,232.36
Program number: 8	**UTILITY BILLING**	**2,522,832.00**	**3,449.00**	**2,526,281.00**	**1,534,637.21**	**225,266.29**		**60.75**	**991,643.79**
Program number: 99	**NON-DEPARTMENTAL**								
200-5110-10-99	Salaries & Wages	(57,882.00)		(57,882.00)				-	(57,882.00)
200-5176-10-99	TML-Prop & Liab Insu	104,029.00		104,029.00	101,450.09			97.52	2,578.91
	Subtotal object - 05	46,147.00		46,147.00	101,450.09			219.84	(55,303.09)
200-5295-10-99	General Fund Franchi	432,889.00		432,889.00	288,592.64	36,074.08		66.67	144,296.36
	Subtotal object - 05	432,889.00		432,889.00	288,592.64	36,074.08		66.67	144,296.36
200-5410-10-99	Professional Service	25,000.00		25,000.00			25,000.00	-	
200-5415-10-99	Tuition Reimbursemen	1,664.00		1,664.00				-	1,664.00
200-5480-10-99	Contracted Services	3,000.00		3,000.00				-	3,000.00
	Subtotal object - 05	29,664.00		29,664.00			25,000.00	-	4,664.00
200-5930-10-99	Damage Claims Expens	10,000.00		10,000.00				-	10,000.00
	Subtotal object - 05	10,000.00		10,000.00				-	10,000.00
200-6186-10-99	2013 Bond Payment	240,000.00		240,000.00				-	240,000.00
200-6193-10-99	2012 CO Bond Payment	315,400.00	2,618,251.00	2,933,651.00	2,888,400.00			98.46	45,251.00
	Subtotal object - 06	555,400.00	2,618,251.00	3,173,651.00	2,888,400.00			91.01	285,251.00
200-6200-10-99	Bond Issuance Costs	880.00		880.00				-	880.00
200-6201-10-99	2014 GO Bond Payment	420,000.00		420,000.00				-	420,000.00
200-6202-10-99	2014 CO Bond Payment	555,000.00		555,000.00				-	555,000.00
200-6203-10-99	2015 GO Debt payment	424,700.00		424,700.00	424,700.00			100.00	
200-6210-10-99	2018 CO Bond Payment	360,000.00		360,000.00	360,000.00			100.00	
200-6211-10-99	2019 CO Debt Payment	128,877.00		128,877.00	128,877.00			100.00	
200-6299-10-99	Bond Interest Expens	1,268,660.00		1,268,660.00	661,083.00			52.11	607,577.00
	Subtotal object - 06	3,158,117.00		3,158,117.00	1,574,660.00			49.86	1,583,457.00
200-7000-10-99	Contingency	50,000.00	18,000.00	68,000.00	11,115.00	11,115.00	18,000.00	16.35	38,885.00
	Subtotal object - 07	50,000.00	18,000.00	68,000.00	11,115.00	11,115.00	18,000.00	16.35	38,885.00
Program number: 99	**NON-DEPARTMENTAL**	**4,282,217.00**	**2,636,251.00**	**6,918,468.00**	**4,864,217.73**	**47,189.08**	**43,000.00**	**70.31**	**2,011,250.27**
Department number: 10	**ADMINISTRATION**	**6,805,049.00**	**2,639,700.00**	**9,444,749.00**	**6,398,854.94**	**272,455.37**	**43,000.00**	**67.75**	**3,002,894.06**
Program number: 2	**WATER**								
200-5110-50-02	Salaries & Wages	1,523,390.00	19,651.00	1,543,041.00	783,256.66	99,412.72		50.76	759,784.34
200-5115-50-02	Salaries - Overtime	91,000.00		91,000.00	39,783.08	4,071.06		43.72	51,216.92

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5126-50-02	Salaries-Vacation Bu	13,735.00		13,735.00	5,872.40			42.76	7,862.60
200-5140-50-02	Salaries - Longevity	8,235.00		8,235.00	7,175.00			87.13	1,060.00
200-5143-50-02	Cell Phone Allowance	1,440.00		1,440.00	1,320.00	180.00		91.67	120.00
200-5145-50-02	Social Security Expe	99,338.00		99,338.00	48,808.78	6,033.40		49.13	50,529.22
200-5150-50-02	Medicare Expense	23,420.00		23,420.00	11,478.89	1,411.05		49.01	11,941.11
200-5155-50-02	SUTA Expense	4,536.00		4,536.00	564.29	7.60		12.44	3,971.71
200-5160-50-02	Health Insurance	276,696.00		276,696.00	110,082.31	15,490.20		39.79	166,613.69
200-5162-50-02	HSA Expense	24,150.00		24,150.00	20,375.00			84.37	3,775.00
200-5165-50-02	Dental Insurance	11,280.00		11,280.00	5,227.78	717.26		46.35	6,052.22
200-5170-50-02	Life Insurance/AD&D	3,134.00		3,134.00	1,461.98	178.98		46.65	1,672.02
200-5175-50-02	Liability (TML)/Work	37,440.00		37,440.00	20,289.89	2,581.39		54.19	17,150.11
200-5180-50-02	TMRS Expense	229,905.00		229,905.00	117,840.18	14,801.98		51.26	112,064.82
200-5185-50-02	Long/Short Term Disa	2,895.00		2,895.00	1,440.26	203.60		49.75	1,454.74
200-5186-50-02	WELLE-Wellness Prog	6,600.00		6,600.00	3,275.40	389.76		49.63	3,324.60
	Subtotal object - 05	2,357,194.00	19,651.00	2,376,845.00	1,178,251.90	145,479.00		49.57	1,198,593.10
200-5210-50-02	Office Supplies	2,900.00		2,900.00	5,439.64	299.83		187.57	(2,539.64)
200-5212-50-02	Building Supplies	3,800.00		3,800.00	2,044.46	81.66		53.80	1,755.54
200-5220-50-02	Office Equipment	6,510.00		6,510.00	7,928.04	3,899.94		121.78	(1,418.04)
200-5230-50-02	Dues,Fees,& Subscrip	26,000.00		26,000.00	32,265.95	1,627.47		124.10	(6,265.95)
200-5240-50-02	Postage and Delivery	400.00		400.00	475.84	15.90		118.96	(75.84)
200-5260-50-02	Advertising	240.00		240.00				-	240.00
200-5280-50-02	Printing and Reprodu	400.00		400.00	853.83	68.50		213.46	(453.83)
200-5290-50-02	Other Charges and Se	354.00		354.00				-	354.00
	Subtotal object - 05	40,604.00		40,604.00	49,007.76	5,993.30		120.70	(8,403.76)
200-5310-50-02	Rental Expense	15,000.00		15,000.00	12,622.46			84.15	2,377.54
200-5320-50-02	Repairs & Maintenanc	1,300.00		1,300.00				-	1,300.00
200-5330-50-02	Copier Expense	1,000.00		1,000.00	1,125.67			112.57	(125.67)
200-5340-50-02	Building Repairs	5,000.00		5,000.00	6,277.41			125.55	(1,277.41)
200-5350-50-02	Vehicle Expense	24,632.00		24,632.00	21,658.78	5,699.41		87.93	2,973.22
200-5351-50-02	Equipment Expense/Re	11,700.00		11,700.00	9,979.56			85.30	1,720.44
200-5352-50-02	Fuel	30,500.00		30,500.00	26,805.42	6,774.47		87.89	3,694.58
200-5353-50-02	Oil/Grease/Inspectio	800.00		800.00				-	800.00
	Subtotal object - 05	89,932.00		89,932.00	78,469.30	12,473.88		87.25	11,462.70
200-5400-50-02	Uniform Expense	21,550.00		21,550.00	15,598.20	2,929.33		72.38	5,951.80
200-5410-50-02	Professional Service	80,000.00	35,860.00	115,860.00	55,277.33		4,620.00	47.71	55,962.67
200-5418-50-02	IT Fees				378.00			-	(378.00)
200-5419-50-02	IT Licenses	55,470.00		55,470.00	25,660.00			46.26	29,810.00
200-5430-50-02	Legal Fees	1,000.00		1,000.00	2,168.94			216.89	(1,168.94)
200-5475-50-02	Credit Card Fees	2,500.00		2,500.00	4,574.41	779.21		182.98	(2,074.41)
200-5480-50-02	Contracted Services	89,000.00	57,520.00	146,520.00	132,407.85	3,901.00		90.37	14,112.15
	Subtotal object - 05	249,520.00	93,380.00	342,900.00	236,064.73	7,609.54	4,620.00	68.84	102,215.27
200-5520-50-02	Telephones	9,240.00		9,240.00	7,155.27	2,442.02		77.44	2,084.73
200-5523-50-02	Water/Sewer Charges	4,000.00		4,000.00	3,887.70	640.18		97.19	112.30
200-5524-50-02	Gas	2,000.00		2,000.00				-	2,000.00
200-5525-50-02	Electricity	363,058.00		363,058.00	243,332.85	39,096.40		67.02	119,725.15
200-5526-50-02	Data Network	12,960.00		12,960.00	12,890.54	3,412.51		99.46	69.46
200-5530-50-02	Travel	460.00		460.00	817.58	79.96		177.74	(357.58)
200-5533-50-02	Mileage Expense	100.00		100.00	68.43			68.43	31.57
200-5536-50-02	Training/Seminars	31,745.00		31,745.00	19,699.01	1,045.00		62.05	12,045.99
200-5540-50-02	Water Testing	13,300.00		13,300.00	864.42			6.50	12,435.58
200-5545-50-02	Meter Purchases	739,300.00	(102,800.00)	636,500.00	43,409.19	4,170.78	159,379.00	6.82	433,711.81

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5550-50-02	Water Purchases	7,701,317.00		7,701,317.00	4,771,510.56	596,439.00		61.96	2,929,806.44
	Subtotal object - 05	8,877,480.00	(102,800.00)	8,774,680.00	5,103,635.55	647,325.85	159,379.00	58.16	3,511,665.45
200-5600-50-02	Special Events	8,000.00		8,000.00	1,729.08			21.61	6,270.92
200-5620-50-02	Tools & Equipment	14,750.00	6,250.00	21,000.00	25,660.17	3,449.24	2,450.00	122.19	(7,110.17)
200-5630-50-02	Safety Equipment	17,500.00		17,500.00	4,807.70	539.45		27.47	12,692.30
200-5640-50-02	Signs & Hardware	250.00		250.00				-	250.00
200-5650-50-02	Maintenance Material	30,000.00		30,000.00	3,912.09	311.64	32,500.00	13.04	(6,412.09)
200-5660-50-02	Chemical Supplies	21,000.00		21,000.00	16,024.90	102.03		76.31	4,975.10
200-5670-50-02	System Improvements	80,000.00	83,640.28	163,640.28	177,200.40	14,710.46		108.29	(13,560.12)
	Subtotal object - 05	171,500.00	89,890.28	261,390.28	229,334.34	19,112.82	34,950.00	87.74	(2,894.06)
200-5970-50-02	VERF Charges for Ser	136,372.00		136,372.00	90,914.64	11,364.33		66.67	45,457.36
	Subtotal object - 05	136,372.00		136,372.00	90,914.64	11,364.33		66.67	45,457.36
200-6110-50-02	Capital Expenditure		30,917.00	30,917.00	24,917.00		6,000.00	80.59	
200-6140-50-02	Capital Expense-Equi		22,859.72	22,859.72	1,533.00		24,271.51	6.71	(2,944.79)
200-6160-50-02	Capital Expense-Vehi	64,038.00		64,038.00			71,399.00	-	(7,361.00)
	Subtotal object - 06	64,038.00	53,776.72	117,814.72	26,450.00		101,670.51	22.45	(10,305.79)
200-7147-50-02	Transfer to GF	723,084.00		723,084.00	482,056.00	60,257.00		66.67	241,028.00
	Subtotal object - 07	723,084.00		723,084.00	482,056.00	60,257.00		66.67	241,028.00
Program number: 2	**WATER**	**12,709,724.00**	**153,898.00**	**12,863,622.00**	**7,474,184.22**	**909,615.72**	**300,619.51**	**58.10**	**5,088,818.27**
Program number: 3	**WASTEWATER**								
200-5110-50-03	Salaries & Wages	711,555.00	19,549.00	731,104.00	358,710.57	43,419.31		49.06	372,393.43
200-5115-50-03	Salaries - Overtime	34,500.00		34,500.00	30,538.68	2,689.77		88.52	3,961.32
200-5126-50-03	Salaries-Vacation Bu	3,388.00		3,388.00	913.41			26.96	2,474.59
200-5140-50-03	Salaries - Longevity	2,300.00		2,300.00	1,210.00			52.61	1,090.00
200-5143-50-03	Cell Phone Allowance				60.00			-	(60.00)
200-5145-50-03	Social Security Expe	46,373.00		46,373.00	23,360.55	2,741.18		50.38	23,012.45
200-5150-50-03	Medicare Expense	10,846.00		10,846.00	5,463.35	641.08		50.37	5,382.65
200-5155-50-03	SUTA Expense	2,592.00		2,592.00	553.22			21.34	2,038.78
200-5160-50-03	Health Insurance	163,968.00		163,968.00	58,377.74	7,656.92		35.60	105,590.26
200-5162-50-03	HSA Expense	13,950.00		13,950.00	10,750.00			77.06	3,200.00
200-5165-50-03	Dental Insurance	6,563.00		6,563.00	2,605.16	338.16		39.70	3,957.84
200-5170-50-03	Life Insurance/AD&D	1,736.00		1,736.00	834.49	94.56		48.07	901.51
200-5175-50-03	Liability (TML)/Work	17,839.00		17,839.00	9,624.24	1,127.68		53.95	8,214.76
200-5180-50-03	TMRS Expense	106,582.00		106,582.00	55,130.27	6,586.92		51.73	51,451.73
200-5185-50-03	Long/Short Term Disa	1,352.00		1,352.00	655.97	88.42		48.52	696.03
200-5186-50-03	WELLE-Wellness Prog	2,400.00		2,400.00	888.74	115.00		37.03	1,511.26
	Subtotal object - 05	1,125,944.00	19,549.00	1,145,493.00	559,676.39	65,499.00		48.86	585,816.61
200-5210-50-03	Office Supplies	2,500.00		2,500.00	189.98	74.17		7.60	2,310.02
200-5212-50-03	Building Supplies	1,400.00		1,400.00	125.50			8.96	1,274.50
200-5220-50-03	Office Equipment	3,005.00		3,005.00	2,309.42			76.85	695.58
200-5230-50-03	Dues,Fees,& Subscrip	19,800.00		19,800.00	2,206.75	889.25		11.15	17,593.25
200-5240-50-03	Postage and Delivery	100.00		100.00	136.69			136.69	(36.69)
200-5280-50-03	Printing and Reprodu	300.00		300.00				-	300.00
	Subtotal object - 05	27,105.00		27,105.00	4,968.34	963.42		18.33	22,136.66
200-5310-50-03	Rental Expense	31,002.00		31,002.00				-	31,002.00
200-5340-50-03	Building Repairs	1,200.00		1,200.00				-	1,200.00
200-5350-50-03	Vehicle Expense	17,876.00		17,876.00	11,630.77	4,255.07		65.06	6,245.23
200-5351-50-03	Equipment Expense/Re	15,000.00		15,000.00	22,227.09	3,658.95		148.18	(7,227.09)
200-5352-50-03	Fuel	17,000.00		17,000.00	13,643.98	4,243.68		80.26	3,356.02
200-5353-50-03	Oil/Grease/Inspectio	300.00		300.00	65.50			21.83	234.50
	Subtotal object - 05	82,378.00		82,378.00	47,567.34	12,157.70		57.74	34,810.66

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5400-50-03	Uniform Expense	13,800.00		13,800.00	8,961.66	1,422.00		64.94	4,838.34
200-5419-50-03	IT Licenses	17,455.00		17,455.00				-	17,455.00
200-5430-50-03	Legal Fees	300.00		300.00	76.00			25.33	224.00
200-5480-50-03	Contracted Services	295,700.00	5,550.00	301,250.00	16,333.75	1,043.75	57,883.00	5.42	227,033.25
	Subtotal object - 05	327,255.00	5,550.00	332,805.00	25,371.41	2,465.75	57,883.00	7.62	249,550.59
200-5520-50-03	Telephones	3,120.00		3,120.00	1,864.79	538.31		59.77	1,255.21
200-5523-50-03	Water/Sewer Charges	1,000.00		1,000.00	843.93	185.06		84.39	156.07
200-5524-50-03	Gas	2,000.00		2,000.00	1,699.99			85.00	300.01
200-5525-50-03	Electricity	50,600.00		50,600.00	28,895.16	4,420.11		57.11	21,704.84
200-5526-50-03	Data Network	1,680.00		1,680.00	265.93	75.98		15.83	1,414.07
200-5530-50-03	Travel	200.00		200.00	60.92			30.46	139.08
200-5533-50-03	Mileage Expense	100.00		100.00				-	100.00
200-5536-50-03	Training/Seminars	15,175.00		15,175.00	9,079.91	1,104.99		59.84	6,095.09
200-5560-50-03	Sewer Management Fee	3,612,901.00	(87,248.32)	3,525,652.68	2,446,268.39	291,755.42		69.39	1,079,384.29
	Subtotal object - 05	3,686,776.00	(87,248.32)	3,599,527.68	2,488,979.02	298,079.87		69.15	1,110,548.66
200-5600-50-03	SPECIAL EVENTS	5,000.00		5,000.00				-	5,000.00
200-5620-50-03	Tools & Equipment	9,000.00		9,000.00	4,796.14	186.20		53.29	4,203.86
200-5630-50-03	Safety Equipment	12,000.00		12,000.00	3,520.41	1,203.07		29.34	8,479.59
200-5650-50-03	Maintenance Material	10,000.00		10,000.00	2,629.22			26.29	7,370.78
200-5660-50-03	Chemical Supplies	376,380.00	110,371.48	486,751.48	257,376.95	22,429.98	229,373.73	52.88	0.80
200-5670-50-03	System Improvements	126,500.00	109,237.00	235,737.00	120,456.36	80.64	600.00	51.10	114,680.64
200-5680-50-03	Lift Station Expense	123,100.00	7,629.25	130,729.25	17,635.80		38,716.02	13.49	74,377.43
	Subtotal object - 05	661,980.00	227,237.73	889,217.73	406,414.88	23,899.89	268,689.75	45.71	214,113.10
200-5970-50-03	VERF Charges for Ser	96,710.00		96,710.00	64,473.36	8,059.17		66.67	32,236.64
	Subtotal object - 05	96,710.00		96,710.00	64,473.36	8,059.17		66.67	32,236.64
200-6110-50-03	CAPITAL EXPENDITURE		15,248.32	15,248.32				-	15,248.32
200-6140-50-03	Capital Expense-Equi						15,248.32	-	(15,248.32)
200-6160-50-03	Capital Expense-Vehi	34,982.00		34,982.00			34,762.00	-	220.00
	Subtotal object - 06	34,982.00	15,248.32	50,230.32			50,010.32	-	220.00
200-7147-50-03	Transfer to GF	234,899.00		234,899.00	156,599.36	19,574.92		66.67	78,299.64
	Subtotal object - 07	234,899.00		234,899.00	156,599.36	19,574.92		66.67	78,299.64
Program number: 3	**WASTEWATER**	**6,278,029.00**	**180,336.73**	**6,458,365.73**	**3,754,050.10**	**430,699.72**	**376,583.07**	**58.13**	**2,327,732.56**
Program number: 98	**CONSTRUCTION INSPECTIONS**								
200-5110-50-98	Salaries & Wages	225,573.00	1,082.00	226,655.00	148,145.10	13,585.60		65.36	78,509.90
200-5115-50-98	Salaries - Overtime	15,000.00		15,000.00	3,293.43	464.41		21.96	11,706.57
200-5140-50-98	Salaries - Longevity	930.00		930.00	825.00			88.71	105.00
200-5145-50-98	Social Security Expe	14,974.00		14,974.00	8,620.33	768.47		57.57	6,353.67
200-5150-50-98	Medicare Expense	3,502.00		3,502.00	2,016.05	179.73		57.57	1,485.95
200-5155-50-98	SUTA Expense	648.00		648.00	171.13			26.41	476.87
200-5160-50-98	Health Insurance	40,992.00		40,992.00	26,000.18	2,807.36		63.43	14,991.82
200-5162-50-98	HSA Expense				3,000.00			-	(3,000.00)
200-5165-50-98	Dental Insurance	1,728.00		1,728.00	1,095.84	109.26		63.42	632.16
200-5170-50-98	Life Insurance/ADD	451.00		451.00	265.28	23.64		58.82	185.72
200-5175-50-98	Liability (TML)/Work	4,249.00		4,249.00	2,063.86	225.97		48.57	2,185.14
200-5180-50-98	TMRS Expense	34,415.00		34,415.00	21,450.16	2,011.39		62.33	12,964.84
200-5185-50-98	Long/Short Term Disa	429.00		429.00	279.89	28.52		65.24	149.11
200-5186-50-98	WELLE-Wellness Prog	1,200.00		1,200.00	637.48	65.00		53.12	562.52
	Subtotal object - 05	344,091.00	1,082.00	345,173.00	217,863.73	20,269.35		63.12	127,309.27
200-5210-50-98	Office Supplies	600.00		600.00	233.73	159.84		38.96	366.27
200-5230-50-98	Dues, Fees, & Subscr	400.00		400.00				-	400.00
200-5280-50-98	Printing and Reprodu	200.00		200.00				-	200.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5290-50-98	Other Charges and Se	120.00		120.00				-	120.00
	Subtotal object - 05	1,320.00		1,320.00	233.73	159.84		17.71	1,086.27
200-5330-50-98	Copier Expense	500.00		500.00				-	500.00
200-5350-50-98	Vehicle Expense	5,000.00		5,000.00	6,379.14	1,597.84		127.58	(1,379.14)
200-5352-50-98	Fuel	5,600.00		5,600.00	4,653.48	778.74		83.10	946.52
	Subtotal object - 05	11,100.00		11,100.00	11,032.62	2,376.58		99.39	67.38
200-5400-50-98	Uniform Expense	3,200.00		3,200.00	1,201.08			37.53	1,998.92
200-5480-50-98	Contracted Services	25,000.00		25,000.00				-	25,000.00
	Subtotal object - 05	28,200.00		28,200.00	1,201.08			4.26	26,998.92
200-5520-50-98	Telephones	1,300.00		1,300.00	1,205.04	376.63		92.70	94.96
200-5526-50-98	Data Network	1,200.00		1,200.00	1,027.74	303.92		85.65	172.26
200-5536-50-98	Training/Seminars	1,500.00		1,500.00	1,651.12			110.08	(151.12)
	Subtotal object - 05	4,000.00		4,000.00	3,883.90	680.55		97.10	116.10
200-5620-50-98	Tools & Equipment	1,500.00		1,500.00	255.64			17.04	1,244.36
200-5630-50-98	Safety Equipment	2,000.00		2,000.00	714.98			35.75	1,285.02
	Subtotal object - 05	3,500.00		3,500.00	970.62			27.73	2,529.38
200-5930-50-98	Damage Claims Expens				1,000.00			-	(1,000.00)
200-5970-50-98	VERF Charges for Ser	16,227.00		16,227.00	10,818.00	1,352.25		66.67	5,409.00
	Subtotal object - 05	16,227.00		16,227.00	11,818.00	1,352.25		72.83	4,409.00
200-6610-50-98	CONSTRUCTION	4,000,000.00		4,000,000.00				-	4,000,000.00
	Subtotal object - 06	4,000,000.00		4,000,000.00				-	4,000,000.00
Program number: 98	**CONSTRUCTION INSPECTIONS**	**4,408,438.00**	**1,082.00**	**4,409,520.00**	**247,003.68**	**24,838.57**		**5.60**	**4,162,516.32**
Department number: 50	**PUBLIC WORKS**	**23,396,191.00**	**335,316.73**	**23,731,507.73**	**11,475,238.00**	**1,365,154.01**	**677,202.58**	**48.35**	**11,579,067.15**
	Expense Subtotal - - - - - -	**30,201,240.00**	**2,975,016.73**	**33,176,256.73**	**17,874,092.94**	**1,637,609.38**	**720,202.58**	**53.88**	**14,581,961.21**
Fund number: 200	**WATER/SEWER**	**(253,605.00)**	**2,975,016.73**	**2,721,411.73**	**235,911.23**	**(950,104.98)**	**720,202.58**	**8.67**	**1,765,297.92**
Fund number: 300	**INTEREST AND SINKING**								
300-4105-10-00	Property Taxes -Deli	(75,000.00)		(75,000.00)	(73,148.95)	2,852.90		97.53	(1,851.05)
300-4110-10-00	Property Taxes -Curr	(10,545,466.00)		(10,545,466.00)	(10,433,215.88)	(37,723.44)		98.94	(112,250.12)
300-4115-10-00	Taxes -Penalties				(30,940.01)	(2,425.58)		-	30,940.01
	Subtotal object - 04	(10,620,466.00)		(10,620,466.00)	(10,537,304.84)	(37,296.12)		99.22	(83,161.16)
300-4610-10-00	Interest Income	(45,000.00)		(45,000.00)	(11,612.16)	(1,393.14)		25.81	(33,387.84)
	Subtotal object - 04	(45,000.00)		(45,000.00)	(11,612.16)	(1,393.14)		25.81	(33,387.84)
300-4995-10-00	Transfer In/Out		(428,581.00)	(428,581.00)	(428,581.00)			100.00	
	Subtotal object - 04		(428,581.00)	(428,581.00)	(428,581.00)			100.00	
Program number:	**DEFAULT PROGRAM**	**(10,665,466.00)**	**(428,581.00)**	**(11,094,047.00)**	**(10,977,498.00)**	**(38,689.26)**		**98.95**	**(116,549.00)**
Department number: 10	**ADMINISTRATION**	**(10,665,466.00)**	**(428,581.00)**	**(11,094,047.00)**	**(10,977,498.00)**	**(38,689.26)**		**98.95**	**(116,549.00)**
	Revenue Subtotal - - - - - -	**(10,665,466.00)**	**(428,581.00)**	**(11,094,047.00)**	**(10,977,498.00)**	**(38,689.26)**		**98.95**	**(116,549.00)**
Department number: 10	**ADMINISTRATION**								
300-5410-10-00	Professional Service				2,500.00	2,500.00		-	(2,500.00)
	Subtotal object - 05				2,500.00	2,500.00		-	(2,500.00)
300-6186-10-00	2013 GO Ref Bond	175,000.00		175,000.00				-	175,000.00
300-6189-10-00	2012 GO TX Bond Paym	2,200,000.00	428,581.00	2,628,581.00	2,590,000.00			98.53	38,581.00
	Subtotal object - 06	2,375,000.00	428,581.00	2,803,581.00	2,590,000.00			92.38	213,581.00
300-6200-10-00	Bond Administrative	20,000.00		20,000.00	600.00			3.00	19,400.00
300-6201-10-00	2014 GO Debt payment	305,000.00		305,000.00				-	305,000.00
300-6203-10-00	2015 GO Debt Payment	1,220,300.00		1,220,300.00	1,220,300.00			100.00	
300-6204-10-00	2015 CO Debt Payment	445,000.00		445,000.00	445,000.00			100.00	
300-6206-10-00	2016 CO Debt Payment	70,000.00		70,000.00	70,000.00			100.00	
300-6207-10-00	2017 CO Bond Payment	70,000.00		70,000.00	70,000.00			100.00	
300-6209-10-00	2018 GO Bond Payment	145,000.00		145,000.00	145,000.00			100.00	

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
300-6210-10-00	2018 CO Bond Payment	455,000.00		455,000.00	455,000.00			100.00	
300-6211-10-00	2019 CO Debt Payment	381,123.00		381,123.00	381,123.00			100.00	
300-6212-10-00	2019 GO Debt Payment	155,000.00		155,000.00	155,000.00			100.00	
300-6213-10-00	2020 CO Debt Payment	245,000.00		245,000.00	245,000.00			100.00	
300-6214-10-00	2021 GO Debt Payment	1,770,000.00		1,770,000.00	1,925,000.00			108.76	(155,000.00)
300-6215-10-00	2021 CO Debt Payment	255,000.00		255,000.00	310,000.00			121.57	(55,000.00)
300-6299-10-00	Bond Interest Expens	4,741,048.00		4,741,048.00	2,238,971.51			47.23	2,502,076.49
	Subtotal object - 06	10,277,471.00		10,277,471.00	7,660,994.51			74.54	2,616,476.49
Program number:	**DEFAULT PROGRAM**	**12,652,471.00**	**428,581.00**	**13,081,052.00**	**10,253,494.51**	**2,500.00**		**78.38**	**2,827,557.49**
Department number: 10	**ADMINISTRATION**	**12,652,471.00**	**428,581.00**	**13,081,052.00**	**10,253,494.51**	**2,500.00**		**78.38**	**2,827,557.49**
	Expense Subtotal - - - - - -	**12,652,471.00**	**428,581.00**	**13,081,052.00**	**10,253,494.51**	**2,500.00**		**78.38**	**2,827,557.49**
Fund number: 300	**INTEREST AND SINKING**	**1,987,005.00**		**1,987,005.00**	**(724,003.49)**	**(36,189.26)**		**(36.44)**	**2,711,008.49**
Fund number: 410	**VEHICLE/EQUIPMENT REPLACEMENT**								
410-4100-10-99	Charges for Services	(1,170,198.00)		(1,170,198.00)	(780,131.92)	(97,516.49)		66.67	(390,066.08)
	Subtotal object - 04	(1,170,198.00)		(1,170,198.00)	(780,131.92)	(97,516.49)		66.67	(390,066.08)
410-4610-10-99	Interest	(20,000.00)		(20,000.00)	(9,865.90)	(1,709.56)		49.33	(10,134.10)
	Subtotal object - 04	(20,000.00)		(20,000.00)	(9,865.90)	(1,709.56)		49.33	(10,134.10)
410-4910-10-99	Other Reimbursements	(136,500.00)		(136,500.00)				-	(136,500.00)
	Subtotal object - 04	(136,500.00)		(136,500.00)				-	(136,500.00)
Program number: 99	**NON-DEPARTMENTAL**	**(1,326,698.00)**		**(1,326,698.00)**	**(789,997.82)**	**(99,226.05)**		**59.55**	**(536,700.18)**
Department number: 10	**ADMINISTRATION**	**(1,326,698.00)**		**(1,326,698.00)**	**(789,997.82)**	**(99,226.05)**		**59.55**	**(536,700.18)**
	Revenue Subtotal - - - - - -	**(1,326,698.00)**		**(1,326,698.00)**	**(789,997.82)**	**(99,226.05)**		**59.55**	**(536,700.18)**
410-5220-10-02	Office Equipment	3,200.00		3,200.00	3,122.65			97.58	77.35
	Subtotal object - 05	3,200.00		3,200.00	3,122.65			97.58	77.35
Program number: 2	TOWN SECRETARY	3,200.00		3,200.00	3,122.65			97.58	77.35
410-5220-10-03	Office Equipment	5,240.00		5,240.00	2,988.78			57.04	2,251.22
	Subtotal object - 05	5,240.00		5,240.00	2,988.78			57.04	2,251.22
Program number: 3	FINANCE	5,240.00		5,240.00	2,988.78			57.04	2,251.22
410-5220-10-04	Office Equipment	4,800.00		4,800.00	3,992.98			83.19	807.02
	Subtotal object - 05	4,800.00		4,800.00	3,992.98			83.19	807.02
Program number: 4	HUMAN RESOURCES	4,800.00		4,800.00	3,992.98			83.19	807.02
410-5220-10-05	Office Equipment	17,200.00		17,200.00	1,494.39			8.69	15,705.61
	Subtotal object - 05	17,200.00		17,200.00	1,494.39			8.69	15,705.61
410-6125-10-05	Capital-Equipment (T	68,000.00		68,000.00	67,466.60			99.22	533.40
	Subtotal object - 06	68,000.00		68,000.00	67,466.60			99.22	533.40
Program number: 5	IT	85,200.00		85,200.00	68,960.99			80.94	16,239.01
410-5220-10-06	Office Equipment	2,200.00		2,200.00	1,494.39			67.93	705.61
	Subtotal object - 05	2,200.00		2,200.00	1,494.39			67.93	705.61
Program number: 6	COMMUNICATIONS	2,200.00		2,200.00	1,494.39			67.93	705.61
410-5220-10-07	Office Equipment	3,040.00		3,040.00	1,494.39			49.16	1,545.61
	Subtotal object - 05	3,040.00		3,040.00	1,494.39			49.16	1,545.61
Program number: 7	MUNICIPAL COURT	3,040.00		3,040.00	1,494.39			49.16	1,545.61
410-5220-10-08	Office Equipment	4,840.00		4,840.00	406.62		2,582.16	8.40	1,851.22
	Subtotal object - 05	4,840.00		4,840.00	406.62		2,582.16	8.40	1,851.22
Program number: 8	UTILITY BILLING	4,840.00		4,840.00	406.62		2,582.16	8.40	1,851.22
Department number: 10	ADMINISTRATION	108,520.00		108,520.00	82,460.80		2,582.16	75.99	23,477.04
410-5220-20-01	Office Equipment	34,900.00		34,900.00	28,429.49		22,600.11	81.46	(16,129.60)
	Subtotal object - 05	34,900.00		34,900.00	28,429.49		22,600.11	81.46	(16,129.60)
410-5350-20-01	Vehicle Expense		800.00	800.00			800.00	-	
	Subtotal object - 05		800.00	800.00			800.00	-	

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
410-6160-20-01	Capital-Vehicles	224,000.00		224,000.00			244,796.00	-	(20,796.00)
	Subtotal object - 06	224,000.00		224,000.00			244,796.00	-	(20,796.00)
Program number: 1	OPERATIONS	258,900.00	800.00	259,700.00	28,429.49		268,196.11	10.95	(36,925.60)
Department number: 20	POLICE	258,900.00	800.00	259,700.00	28,429.49		268,196.11	10.95	(36,925.60)
410-5220-30-01	Office Equipment	38,700.00		38,700.00	35,332.96		24,592.28	91.30	(21,225.24)
	Subtotal object - 05	38,700.00		38,700.00	35,332.96		24,592.28	91.30	(21,225.24)
410-6160-30-01	Capital-Vehicles		289,642.00	289,642.00	289,642.00			100.00	
	Subtotal object - 06		289,642.00	289,642.00	289,642.00			100.00	
Program number: 1	OPERATIONS	38,700.00	289,642.00	328,342.00	324,974.96		24,592.28	98.98	(21,225.24)
410-5220-30-05	Office Equipment	3,200.00		3,200.00				-	3,200.00
	Subtotal object - 05	3,200.00		3,200.00				-	3,200.00
Program number: 5	MARSHAL	3,200.00		3,200.00				-	3,200.00
Department number: 30	FIRE	41,900.00	289,642.00	331,542.00	324,974.96		24,592.28	98.02	(18,025.24)
410-5220-40-01	Office Equipment	19,580.00		19,580.00	16,712.82			85.36	2,867.18
	Subtotal object - 05	19,580.00		19,580.00	16,712.82			85.36	2,867.18
410-6160-40-01	Capital-Vehicles	25,148.00		25,148.00			30,446.00	-	(5,298.00)
	Subtotal object - 06	25,148.00		25,148.00			30,446.00	-	(5,298.00)
Program number: 1	INSPECTIONS	44,728.00		44,728.00	16,712.82		30,446.00	37.37	(2,430.82)
410-5220-40-03	Office Equipment	5,460.00		5,460.00	1,494.39			27.37	3,965.61
	Subtotal object - 05	5,460.00		5,460.00	1,494.39			27.37	3,965.61
Program number: 3	PLANNING	5,460.00		5,460.00	1,494.39			27.37	3,965.61
Department number: 40	DEVELOPMENT SERVICES	50,188.00		50,188.00	18,207.21		30,446.00	36.28	1,534.79
410-5220-50-02	Office Equipment	27,500.00		27,500.00	6,901.31			25.10	20,598.69
	Subtotal object - 05	27,500.00		27,500.00	6,901.31			25.10	20,598.69
410-6140-50-02	Capital-Equipment	29,300.00		29,300.00				-	29,300.00
410-6160-50-02	Capital-Vehicles		51,975.50	51,975.50	51,365.10			98.83	610.40
	Subtotal object - 06	29,300.00	51,975.50	81,275.50	51,365.10			63.20	29,910.40
Program number: 2	WATER	56,800.00	51,975.50	108,775.50	58,266.41			53.57	50,509.09
410-5220-50-03	Office Equipment	2,200.00		2,200.00	9,240.87		1,291.08	420.04	(8,331.95)
	Subtotal object - 05	2,200.00		2,200.00	9,240.87		1,291.08	420.04	(8,331.95)
410-6140-50-03	Capital-Equipment	4,000.00		4,000.00				-	4,000.00
410-6160-50-03	Capital-Vehicles		51,975.50	51,975.50	51,440.10		535.40	98.97	
	Subtotal object - 06	4,000.00	51,975.50	55,975.50	51,440.10		535.40	91.90	4,000.00
Program number: 3	WASTEWATER	6,200.00	51,975.50	58,175.50	60,680.97		1,826.48	104.31	(4,331.95)
Department number: 50	PUBLIC WORKS	63,000.00	103,951.00	166,951.00	118,947.38		1,826.48	71.25	46,177.14
410-5220-60-01	Office Equipment	3,200.00		3,200.00	1,494.39		793.03	46.70	912.58
	Subtotal object - 05	3,200.00		3,200.00	1,494.39		793.03	46.70	912.58
Program number: 1	PARK ADMINISTRATION	3,200.00		3,200.00	1,494.39		793.03	46.70	912.58
410-6160-60-02	Capital-vehicles	65,500.00		65,500.00			54,011.90	-	11,488.10
	Subtotal object - 06	65,500.00		65,500.00			54,011.90	-	11,488.10
Program number: 2	PARK OPERATIONS	65,500.00		65,500.00			54,011.90	-	11,488.10
410-5220-60-05	Office Equipment	4,600.00		4,600.00	3,490.88			75.89	1,109.12
	Subtotal object - 05	4,600.00		4,600.00	3,490.88			75.89	1,109.12
Program number: 5	LIBRARY	4,600.00		4,600.00	3,490.88			75.89	1,109.12
Department number: 60	COMMUNITY SERVICES	73,300.00		73,300.00	4,985.27		54,804.93	6.80	13,509.80
410-5220-98-01	Office Equipment	5,440.00		5,440.00	8,476.15			155.81	(3,036.15)
	Subtotal object - 05	5,440.00		5,440.00	8,476.15			155.81	(3,036.15)
Program number: 1	ENGINEERING	5,440.00		5,440.00	8,476.15			155.81	(3,036.15)
410-5220-98-02	Office Equipment	2,400.00		2,400.00				-	2,400.00
	Subtotal object - 05	2,400.00		2,400.00				-	2,400.00
410-6160-98-02	Capital-vehicles	37,500.00		37,500.00	39,134.55	39,134.55		104.36	(1,634.55)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 06	37,500.00		37,500.00	39,134.55	39,134.55		104.36	(1,634.55)
Program number: 2	**STORM DRAINAGE**	**39,900.00**		**39,900.00**	**39,134.55**	**39,134.55**		**98.08**	**765.45**
Department number: 98	**ENGINEERING**	**45,340.00**		**45,340.00**	**47,610.70**	**39,134.55**		**105.01**	**(2,270.70)**
	Expense Subtotal - - - - - -	**641,148.00**	**394,393.00**	**1,035,541.00**	**625,615.81**	**39,134.55**	**382,447.96**	**60.41**	**27,477.23**
Fund number: 410	**VEHICLE/EQUIPMENT REPLACEMENT**	**(685,550.00)**	**394,393.00**	**(291,157.00)**	**(164,382.01)**	**(60,091.50)**	**382,447.96**	**56.46**	**(509,222.95)**
Fund number: 450	**STORM DRAINAGE UTILITY FUND**								
450-4002-98-01	Drainage Review Fee				(2,128.00)	(1,200.00)		-	2,128.00
	Subtotal object - 04				(2,128.00)	(1,200.00)		-	2,128.00
Program number: 1	ADMINISTRATION				(2,128.00)	(1,200.00)		-	2,128.00
450-4001-98-02	Storm Drainage Utili	(758,100.00)		(758,100.00)	(527,293.15)	(67,795.52)		69.56	(230,806.85)
450-4002-98-02	Drainage Review Fee	(3,000.00)		(3,000.00)	(1,500.00)			50.00	(1,500.00)
	Subtotal object - 04	(761,100.00)		(761,100.00)	(528,793.15)	(67,795.52)		69.48	(232,306.85)
450-4610-98-02	Interest Storm Utili	(2,200.00)		(2,200.00)	(1,372.77)	(112.37)		62.40	(827.23)
	Subtotal object - 04	(2,200.00)		(2,200.00)	(1,372.77)	(112.37)		62.40	(827.23)
450-4995-98-02	Transfer In		(531,449.00)	(531,449.00)	(531,449.00)			100.00	
	Subtotal object - 04		(531,449.00)	(531,449.00)	(531,449.00)			100.00	
Program number: 2	STORM DRAINAGE	(763,300.00)	(531,449.00)	(1,294,749.00)	(1,061,614.92)	(67,907.89)		81.99	(233,134.08)
Department number: 98	ENGINEERING	(763,300.00)	(531,449.00)	(1,294,749.00)	(1,063,742.92)	(69,107.89)		82.16	(231,006.08)
	Revenue Subtotal - - - - - -	**(763,300.00)**	**(531,449.00)**	**(1,294,749.00)**	**(1,063,742.92)**	**(69,107.89)**		**82.16**	**(231,006.08)**
450-5110-98-01	Salaries	80,825.00	505.00	81,330.00	51,365.04	6,725.82		63.16	29,964.96
450-5140-98-01	Salaries-Longevity P	210.00		210.00	210.00			100.00	
450-5145-98-01	Social Security Expe	5,025.00		5,025.00	3,174.03	413.81		63.17	1,850.97
450-5150-98-01	Medicare Expense	1,175.00		1,175.00	742.32	96.78		63.18	432.68
450-5155-98-01	SUTA Expense	162.00		162.00	9.00			5.56	153.00
450-5160-98-01	Health Insurance	10,248.00		10,248.00	3,685.70	494.66		35.97	6,562.30
450-5165-98-01	Dental Expense	432.00		432.00	243.00	32.40		56.25	189.00
450-5170-98-01	Life Insurance/AD&D	113.00		113.00	63.60	7.88		56.28	49.40
450-5175-98-01	Liability (TML) Work	2,010.00		2,010.00	1,298.22	168.04		64.59	711.78
450-5180-98-01	TMRS Expense	11,548.00		11,548.00	7,303.68	965.56		63.25	4,244.32
450-5185-98-01	Long/Short Term Disa	154.00		154.00	97.96	14.12		63.61	56.04
450-5186-98-01	WELLE-Wellness Prog	600.00		600.00	375.00	50.00		62.50	225.00
	Subtotal object - 05	112,502.00	505.00	113,007.00	68,567.55	8,969.07		60.68	44,439.45
450-5210-98-01	Office Supplies	100.00		100.00	94.79	24.99		94.79	5.21
450-5230-98-01	Dues, Fees, & Subscr	1,000.00		1,000.00	202.51			20.25	797.49
450-5240-98-01	Postage and Delivery				16.52			-	(16.52)
450-5280-98-01	Printing and Reprodu	540.00		540.00				-	540.00
	Subtotal object - 05	1,640.00		1,640.00	313.82	24.99		19.14	1,326.18
450-5310-98-01	Rental Expense	1,100.00		1,100.00				-	1,100.00
450-5350-98-01	Vehicle Expense	700.00		700.00	898.14	395.26		128.31	(198.14)
450-5351-98-01	Equipment Expense/Re	500.00		500.00				-	500.00
450-5352-98-01	Fuel	700.00		700.00	783.69	280.97		111.96	(83.69)
450-5353-98-01	Oil/Grease/Inspectio	50.00		50.00				-	50.00
	Subtotal object - 05	3,050.00		3,050.00	1,681.83	676.23		55.14	1,368.17
450-5400-98-01	Uniforms	700.00		700.00	1,087.76	880.76		155.39	(387.76)
450-5410-98-01	Professional Service	500.00	50,000.00	50,500.00			50,000.00	-	500.00
450-5430-98-01	Legal Fees	500.00		500.00	95.00			19.00	405.00
450-5490-98-01	Drainage Review Expe	6,000.00		6,000.00	4,801.78	1,464.59		80.03	1,198.22
	Subtotal object - 05	7,700.00	50,000.00	57,700.00	5,984.54	2,345.35	50,000.00	10.37	1,715.46
450-5520-98-01	Telephones	400.00		400.00	321.36	80.36		80.34	78.64
450-5526-98-01	Data Network	230.00		230.00	227.96	37.99		99.11	2.04

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
450-5530-98-01	Travel/Lodging/Meals	450.00		450.00				-	450.00
450-5533-98-01	Mileage Expense	100.00		100.00				-	100.00
450-5536-98-01	Training/Seminars	1,700.00		1,700.00	181.15			10.66	1,518.85
	Subtotal object - 05	2,880.00		2,880.00	730.47	118.35		25.36	2,149.53
450-5620-98-01	Tools & Equipment	200.00		200.00	552.96			276.48	(352.96)
450-5630-98-01	Safety Equipment	200.00		200.00				-	200.00
450-5640-98-01	Signs & Hardware	200.00		200.00				-	200.00
	Subtotal object - 05	600.00		600.00	552.96			92.16	47.04
450-5970-98-01	VERF Charges for Ser				1,263.36	157.92		-	(1,263.36)
	Subtotal object - 05				1,263.36	157.92		-	(1,263.36)
Program number: 1	ADMINISTRATION	128,372.00	50,505.00	178,877.00	79,094.53	12,291.91	50,000.00	44.22	49,782.47
450-5110-98-02	Salaries	36,491.00	240.00	36,731.00	17,484.21	2,434.59		47.60	19,246.79
450-5115-98-02	Salaries-Overtime	1,389.00		1,389.00	1,714.17	265.98		123.41	(325.17)
450-5140-98-02	Salaries-Longevity P	60.00		60.00				-	60.00
450-5145-98-02	Social Security Expe	2,265.00		2,265.00	1,149.96	146.55		50.77	1,115.04
450-5150-98-02	Medicare Expense	530.00		530.00	268.95	34.28		50.75	261.05
450-5155-98-02	SUTA Expense	162.00		162.00	13.37	2.70		8.25	148.63
450-5160-98-02	Health Insurance	10,248.00		10,248.00	2,553.53	987.80		24.92	7,694.47
450-5162-98-02	HSA Expense	1,500.00		1,500.00	1,750.00	1,000.00		116.67	(250.00)
450-5165-98-02	Dental Expense	432.00		432.00	139.44	34.34		32.28	292.56
450-5170-98-02	Life Insurance/AD&D	113.00		113.00	36.96	7.88		32.71	76.04
450-5175-98-02	Liability (TML) Work	1,480.00		1,480.00	466.87	64.78		31.55	1,013.13
450-5180-98-02	TMRS Expense	5,206.00		5,206.00	2,723.11	384.83		52.31	2,482.89
450-5185-98-02	Long/Short Term Disa	67.00		67.00	28.66	5.03		42.78	38.34
450-5186-98-02	WELLE-Wellness Prog				25.00			-	(25.00)
	Subtotal object - 05	59,943.00	240.00	60,183.00	28,354.23	5,368.76		47.11	31,828.77
450-5210-98-02	Office Supplies	50.00		50.00				-	50.00
450-5212-98-02	Building Supplies	200.00		200.00				-	200.00
450-5240-98-02	Postage and Delivery				0.53			-	(0.53)
	Subtotal object - 05	250.00		250.00	0.53			0.21	249.47
450-5310-98-02	Rental Expense	3,000.00		3,000.00				-	3,000.00
450-5340-98-02	Building Repairs	200.00		200.00				-	200.00
450-5350-98-02	Vehicle Expense	400.00		400.00				-	400.00
450-5352-98-02	Fuel	500.00		500.00				-	500.00
450-5353-98-02	Oil/Grease/Inspectio	50.00		50.00				-	50.00
	Subtotal object - 05	4,150.00		4,150.00				-	4,150.00
450-5400-98-02	Uniforms	1,400.00		1,400.00	225.00	225.00		16.07	1,175.00
450-5410-98-02	Professional Service	50,000.00	(50,000.00)					-	
450-5410-98-02-2003-DR	Prof Svcs Frontier P		63,490.44	63,490.44	36,753.78	4,076.35	26,736.66	57.89	
	Subtotal object - 05	51,400.00	13,490.44	64,890.44	36,978.78	4,301.35	26,736.66	56.99	1,175.00
450-5520-98-02	Telephones	400.00		400.00	294.76	120.56		73.69	105.24
450-5526-98-02	Data Network	230.00		230.00	37.99	37.99		16.52	192.01
450-5536-98-02	Training/Seminars	800.00		800.00				-	800.00
	Subtotal object - 05	1,430.00		1,430.00	332.75	158.55		23.27	1,097.25
450-5620-98-02	Tools & Equipment	800.00		800.00				-	800.00
450-5630-98-02	Safety Equipment	800.00		800.00	174.99	174.99		21.87	625.01
450-5650-98-02	Maintenance Material	2,000.00		2,000.00				-	2,000.00
	Subtotal object - 05	3,600.00		3,600.00	174.99	174.99		4.86	3,425.01
450-5970-98-02	VERF Charges for Ser	1,895.00		1,895.00				-	1,895.00
	Subtotal object - 05	1,895.00		1,895.00				-	1,895.00
450-6110-98-02	Capital Expenditure	200,000.00		200,000.00				-	200,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
450-6193-98-02	2012 CO Bond Payment	64,600.00	531,449.00	596,049.00	591,600.00			99.25	4,449.00
	Subtotal object - 06	264,600.00	531,449.00	796,049.00	591,600.00			74.32	204,449.00
450-6205-98-02	2016 CO Bond Payment	55,000.00		55,000.00	55,000.00			100.00	
450-6208-98-02	2017 CO Bond Payment	40,000.00		40,000.00	40,000.00			100.00	
450-6299-98-02	Bond Interest Expens	93,542.00		93,542.00	49,605.50			53.03	43,936.50
	Subtotal object - 06	188,542.00		188,542.00	144,605.50			76.70	43,936.50
450-7144-98-02	Transfer to Capital	563,323.00		563,323.00	549,215.43	46,943.58		97.50	14,107.57
450-7147-98-02	Transfer to GF	99,834.00		99,834.00	66,556.00	8,319.50		66.67	33,278.00
	Subtotal object - 07	663,157.00		663,157.00	615,771.43	55,263.08		92.86	47,385.57
Program number: 2	**STORM DRAINAGE**	**1,238,967.00**	**545,179.44**	**1,784,146.44**	**1,417,818.21**	**65,266.73**	**26,736.66**	**79.47**	**339,591.57**
Department number: 98	**ENGINEERING**	**1,367,339.00**	**595,684.44**	**1,963,023.44**	**1,496,912.74**	**77,558.64**	**76,736.66**	**76.26**	**389,374.04**
	Expense Subtotal - - - - - -	**1,367,339.00**	**595,684.44**	**1,963,023.44**	**1,496,912.74**	**77,558.64**	**76,736.66**	**76.26**	**389,374.04**
Fund number: 450	**STORM DRAINAGE UTILITY FUND**	**604,039.00**	**64,235.44**	**668,274.44**	**433,169.82**	**8,450.75**	**76,736.66**	**64.82**	**158,367.96**
Fund number: 570	**COURT TECHNOLOGY**								
570-4537-10-00	Court Technology Rev	(7,000.00)		(7,000.00)	(4,155.85)	(620.00)		59.37	(2,844.15)
	Subtotal object - 04	(7,000.00)		(7,000.00)	(4,155.85)	(620.00)		59.37	(2,844.15)
570-4610-10-00	Interest	(100.00)		(100.00)	(30.36)	(3.99)		30.36	(69.64)
	Subtotal object - 04	(100.00)		(100.00)	(30.36)	(3.99)		30.36	(69.64)
Program number:	DEFAULT PROGRAM	(7,100.00)		(7,100.00)	(4,186.21)	(623.99)		58.96	(2,913.79)
Department number: 10	ADMINISTRATION	(7,100.00)		(7,100.00)	(4,186.21)	(623.99)		58.96	(2,913.79)
	Revenue Subtotal - - - - - -	**(7,100.00)**		**(7,100.00)**	**(4,186.21)**	**(623.99)**		**58.96**	**(2,913.79)**
570-5203-10-00	Court Technology Exp		14,664.00	14,664.00	10,687.88			72.89	3,976.12
	Subtotal object - 05		14,664.00	14,664.00	10,687.88			72.89	3,976.12
Program number:	**DEFAULT PROGRAM**		**14,664.00**	**14,664.00**	**10,687.88**			**72.89**	**3,976.12**
Department number: 10	**ADMINISTRATION**		**14,664.00**	**14,664.00**	**10,687.88**			**72.89**	**3,976.12**
	Expense Subtotal - - - - - -		**14,664.00**	**14,664.00**	**10,687.88**			**72.89**	**3,976.12**
Fund number: 570	**COURT TECHNOLOGY**	**(7,100.00)**	**14,664.00**	**7,564.00**	**6,501.67**	**(623.99)**		**85.96**	**1,062.33**
Fund number: 575	**MUNICIPAL JURY FUND**								
575-4539-10-00	Municipal Jury Reven	(150.00)		(150.00)	(95.70)	(14.60)		63.80	(54.30)
	Subtotal object - 04	(150.00)		(150.00)	(95.70)	(14.60)		63.80	(54.30)
Program number:	DEFAULT PROGRAM	(150.00)		(150.00)	(95.70)	(14.60)		63.80	(54.30)
Department number: 10	ADMINISTRATION	(150.00)		(150.00)	(95.70)	(14.60)		63.80	(54.30)
	Revenue Subtotal - - - - - -	**(150.00)**		**(150.00)**	**(95.70)**	**(14.60)**		**63.80**	**(54.30)**
Fund number: 575	**MUNICIPAL JURY FUND**	**(150.00)**		**(150.00)**	**(95.70)**	**(14.60)**		**63.80**	**(54.30)**
Fund number: 580	**COURT SECURITY**								
580-4536-10-00	Court Security Reven	(8,000.00)		(8,000.00)	(4,935.11)	(742.40)		61.69	(3,064.89)
	Subtotal object - 04	(8,000.00)		(8,000.00)	(4,935.11)	(742.40)		61.69	(3,064.89)
580-4610-10-00	Interest	(125.00)		(125.00)	(83.63)	(15.09)		66.90	(41.37)
	Subtotal object - 04	(125.00)		(125.00)	(83.63)	(15.09)		66.90	(41.37)
Program number:	DEFAULT PROGRAM	(8,125.00)		(8,125.00)	(5,018.74)	(757.49)		61.77	(3,106.26)
Department number: 10	ADMINISTRATION	(8,125.00)		(8,125.00)	(5,018.74)	(757.49)		61.77	(3,106.26)
	Revenue Subtotal - - - - - -	**(8,125.00)**		**(8,125.00)**	**(5,018.74)**	**(757.49)**		**61.77**	**(3,106.26)**
580-5110-10-00	Salaries & Wages Pay	13,176.00		13,176.00				-	13,176.00
580-5145-10-00	Social Security Expe	821.00		821.00				-	821.00
580-5150-10-00	Medicare Expense	192.00		192.00				-	192.00
580-5155-10-00	SUTA expense	162.00		162.00				-	162.00
580-5175-10-00	Workers Comp	325.00		325.00				-	325.00
	Subtotal object - 05	14,676.00		14,676.00				-	14,676.00
580-5230-10-00	Dues, Fees and Subsc	60.00		60.00				-	60.00
	Subtotal object - 05	60.00		60.00				-	60.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
580-5400-10-00	Uniform Expense	1,200.00		1,200.00				-	1,200.00
	Subtotal object - 05	1,200.00		1,200.00				-	1,200.00
580-5536-10-00	Training/Seminars	1,000.00		1,000.00				-	1,000.00
	Subtotal object - 05	1,000.00		1,000.00				-	1,000.00
Program number:	**DEFAULT PROGRAM**	**16,936.00**		**16,936.00**				**-**	**16,936.00**
Department number: 10	**ADMINISTRATION**	**16,936.00**		**16,936.00**				**-**	**16,936.00**
	Expense Subtotal - - - - - -	**16,936.00**		**16,936.00**				**-**	**16,936.00**
Fund number: 580	**COURT SECURITY**	**8,811.00**		**8,811.00**	**(5,018.74)**	**(757.49)**		**(56.96)**	**13,829.74**
Fund number: 610	**PARK DEDICATION FEE FUND**								
610-4045-60-00	Park Dedication-Fees	(430,000.00)		(430,000.00)	(97,378.36)			22.65	(332,621.64)
	Subtotal object - 04	(430,000.00)		(430,000.00)	(97,378.36)			22.65	(332,621.64)
610-4610-60-00	Interest Income	(6,000.00)		(6,000.00)	(4,009.93)	(42.08)		66.83	(1,990.07)
	Subtotal object - 04	(6,000.00)		(6,000.00)	(4,009.93)	(42.08)		66.83	(1,990.07)
Program number:	DEFAULT PROGRAM	(436,000.00)		(436,000.00)	(101,388.29)	(42.08)		23.25	(334,611.71)
Department number: 60	PARK DEDICATION	(436,000.00)		(436,000.00)	(101,388.29)	(42.08)		23.25	(334,611.71)
	Revenue Subtotal - - - - - -	**(436,000.00)**		**(436,000.00)**	**(101,388.29)**	**(42.08)**		**23.25**	**(334,611.71)**
610-6410-60-00	LAND ACQUISITION		1,913,800.00	1,913,800.00	1,914,647.26	1,914,647.26		100.04	(847.26)
	Subtotal object - 06		1,913,800.00	1,913,800.00	1,914,647.26	1,914,647.26		100.04	(847.26)
Program number:	**DEFAULT PROGRAM**		**1,913,800.00**	**1,913,800.00**	**1,914,647.26**	**1,914,647.26**		**100.04**	**(847.26)**
Department number: 60	**PARK DEDICATION**		**1,913,800.00**	**1,913,800.00**	**1,914,647.26**	**1,914,647.26**		**100.04**	**(847.26)**
	Expense Subtotal - - - - - -		**1,913,800.00**	**1,913,800.00**	**1,914,647.26**	**1,914,647.26**		**100.04**	**(847.26)**
Fund number: 610	**PARK DEDICATION FEE FUND**	**(436,000.00)**	**1,913,800.00**	**1,477,800.00**	**1,813,258.97**	**1,914,605.18**		**122.70**	**(335,458.97)**
Fund number: 620	**PARK IMPROVEMENT**								
620-4055-60-00	Park Improvement	(280,500.00)		(280,500.00)	(299,766.20)			106.87	19,266.20
	Subtotal object - 04	(280,500.00)		(280,500.00)	(299,766.20)			106.87	19,266.20
620-4510-60-00	Grant Revenue		(200,550.00)	(200,550.00)				-	(200,550.00)
	Subtotal object - 04		(200,550.00)	(200,550.00)				-	(200,550.00)
620-4610-60-00	Interest Income	(5,000.00)		(5,000.00)	(2,589.88)	(511.37)		51.80	(2,410.12)
	Subtotal object - 04	(5,000.00)		(5,000.00)	(2,589.88)	(511.37)		51.80	(2,410.12)
Program number:	DEFAULT PROGRAM	(285,500.00)	(200,550.00)	(486,050.00)	(302,356.08)	(511.37)		62.21	(183,693.92)
Department number: 60	PARK IMPROVEMENT	(285,500.00)	(200,550.00)	(486,050.00)	(302,356.08)	(511.37)		62.21	(183,693.92)
	Revenue Subtotal - - - - - -	**(285,500.00)**	**(200,550.00)**	**(486,050.00)**	**(302,356.08)**	**(511.37)**		**62.21**	**(183,693.92)**
620-6610-60-00	CAPITAL PROJECT	61,750.00		61,750.00	12,361.62	63.90		20.02	49,388.38
620-6610-60-00-1802-PK	Hays Park		31,952.31	31,952.31	35,559.80		342.55	111.29	(3,950.04)
620-6610-60-00-1911-PK	Pecan Grove H&B Trai	30,000.00		30,000.00				-	30,000.00
620-6610-60-00-2015-PK	Pecan Grove Park	575,000.00	150,000.00	725,000.00				-	725,000.00
620-6610-60-00-2254-PK	Windsong Neighborhoo		100,000.00	100,000.00				-	100,000.00
	Subtotal object - 06	666,750.00	281,952.31	948,702.31	47,921.42	63.90	342.55	5.05	900,438.34
Program number:	**DEFAULT PROGRAM**	**666,750.00**	**281,952.31**	**948,702.31**	**47,921.42**	**63.90**	**342.55**	**5.05**	**900,438.34**
Department number: 60	**PARK IMPROVEMENT**	**666,750.00**	**281,952.31**	**948,702.31**	**47,921.42**	**63.90**	**342.55**	**5.05**	**900,438.34**
	Expense Subtotal - - - - - -	**666,750.00**	**281,952.31**	**948,702.31**	**47,921.42**	**63.90**	**342.55**	**5.05**	**900,438.34**
Fund number: 620	**PARK IMPROVEMENT**	**381,250.00**	**81,402.31**	**462,652.31**	**(254,434.66)**	**(447.47)**	**342.55**	**(55.00)**	**716,744.42**
Fund number: 630	**WATER IMPACT FEES**								
630-4015-50-00	Impact Fees	(3,500,000.00)		(3,500,000.00)	(2,841,917.21)	(382,175.00)		81.20	(658,082.79)
	Subtotal object - 04	(3,500,000.00)		(3,500,000.00)	(2,841,917.21)	(382,175.00)		81.20	(658,082.79)
630-4615-50-00	Interest	(20,000.00)		(20,000.00)	(27,357.69)	(5,182.27)		136.79	7,357.69
	Subtotal object - 04	(20,000.00)		(20,000.00)	(27,357.69)	(5,182.27)		136.79	7,357.69
Program number:	DEFAULT PROGRAM	(3,520,000.00)		(3,520,000.00)	(2,869,274.90)	(387,357.27)		81.51	(650,725.10)
Department number: 50	IMPACT FEES	(3,520,000.00)		(3,520,000.00)	(2,869,274.90)	(387,357.27)		81.51	(650,725.10)
	Revenue Subtotal - - - - - -	**(3,520,000.00)**		**(3,520,000.00)**	**(2,869,274.90)**	**(387,357.27)**		**81.51**	**(650,725.10)**

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
630-5410-50-00-2151-WA	Prof Svcs DNT Water		200,000.00	200,000.00	45,670.11	13,449.66	130,079.89	22.84	24,250.00
630-5489-50-00-8006-DV	Dev Agrmnt-Parks @ L	400,000.00		400,000.00				-	400,000.00
630-5489-50-00-8011-DV	Dev Agrment-Star Tra	400,000.00		400,000.00				-	400,000.00
630-5489-50-00-8012-DV	Dev Agrmnt-TVG Winds	350,000.00		350,000.00				-	350,000.00
630-5489-50-00-8016-DV	Dev Agrmnt Victory a	60,000.00		60,000.00				-	60,000.00
630-5489-50-00-8017-DV	Dev Agrmnt Westside	100,000.00		100,000.00				-	100,000.00
	Subtotal object - 05	1,310,000.00	200,000.00	1,510,000.00	45,670.11	13,449.66	130,079.89	3.03	1,334,250.00
630-6610-50-00-1810-WA	Lower Pressure Plane	900,000.00		900,000.00				-	900,000.00
	Subtotal object - 06	900,000.00		900,000.00				-	900,000.00
630-7144-50-00	Transfer to Capital	9,000,000.00		9,000,000.00				-	9,000,000.00
	Subtotal object - 07	9,000,000.00		9,000,000.00				-	9,000,000.00
Program number:	**DEFAULT PROGRAM**	**11,210,000.00**	**200,000.00**	**11,410,000.00**	**45,670.11**	**13,449.66**	**130,079.89**	**0.40**	**11,234,250.00**
Department number: 50	**IMPACT FEES**	**11,210,000.00**	**200,000.00**	**11,410,000.00**	**45,670.11**	**13,449.66**	**130,079.89**	**0.40**	**11,234,250.00**
	Expense Subtotal - - - - - -	**11,210,000.00**	**200,000.00**	**11,410,000.00**	**45,670.11**	**13,449.66**	**130,079.89**	**0.40**	**11,234,250.00**
Fund number: 630	**WATER IMPACT FEES**	**7,690,000.00**	**200,000.00**	**7,890,000.00**	**(2,823,604.79)**	**(373,907.61)**	**130,079.89**	**(35.79)**	**10,583,524.90**
Fund number: 640	**WASTEWATER IMPACT FEES**								
640-4020-50-00	Impact Fees	(2,000,000.00)		(2,000,000.00)	(1,257,770.03)	(212,214.03)		62.89	(742,229.97)
	Subtotal object - 04	(2,000,000.00)		(2,000,000.00)	(1,257,770.03)	(212,214.03)		62.89	(742,229.97)
640-4620-50-00	Interest	(16,000.00)		(16,000.00)	(9,643.84)	(1,625.79)		60.27	(6,356.16)
	Subtotal object - 04	(16,000.00)		(16,000.00)	(9,643.84)	(1,625.79)		60.27	(6,356.16)
640-4905-50-00	Equity Fee	(300,000.00)		(300,000.00)	(280,000.00)	(45,000.00)		93.33	(20,000.00)
	Subtotal object - 04	(300,000.00)		(300,000.00)	(280,000.00)	(45,000.00)		93.33	(20,000.00)
Program number:	DEFAULT PROGRAM	(2,316,000.00)		(2,316,000.00)	(1,547,413.87)	(258,839.82)		66.81	(768,586.13)
Department number: 50	IMPACT FEES	(2,316,000.00)		(2,316,000.00)	(1,547,413.87)	(258,839.82)		66.81	(768,586.13)
	Revenue Subtotal - - - - - -	**(2,316,000.00)**		**(2,316,000.00)**	**(1,547,413.87)**	**(258,839.82)**		**66.81**	**(768,586.13)**
640-5410-50-00-2152-WW	Pro Svcs Upr Doe Brn		375,000.00	375,000.00			363,000.00	-	12,000.00
640-5489-50-00-8001-DV	Dev Agrmt TVG Westsi	275,000.00		275,000.00	39,508.00			14.37	235,492.00
640-5489-50-00-8002-DV	Dev Agrmt Prosper Pa				20,440.37			-	(20,440.37)
640-5489-50-00-8004-DV	Dev Agrmt Frontier E	25,000.00		25,000.00	341.50			1.37	24,658.50
640-5489-50-00-8005-DV	Dev Agrmnt LaCima	50,000.00		50,000.00	3,386.00	3,386.00		6.77	46,614.00
640-5489-50-00-8008-DV	Dev Agrmnt Brookholl	220,000.00		220,000.00	45,152.00	16,932.00		20.52	174,848.00
640-5489-50-00-8012-DV	Dev Agrmnt TVG Winds	600,000.00		600,000.00	195,401.00			32.57	404,599.00
640-5489-50-00-8013-DV	Dev Agrmnt All Stora	50,000.00		50,000.00				-	50,000.00
640-5489-50-00-8014-DV	Dev Agrmnt Legacy Ga	75,000.00		75,000.00	50,669.00	38,375.00		67.56	24,331.00
	Subtotal object - 05	1,295,000.00	375,000.00	1,670,000.00	354,897.87	58,693.00	363,000.00	21.25	952,102.13
640-6410-50-00-2152-WW	Land Acq-Upr Doe Bra		100,000.00	100,000.00				-	100,000.00
	Subtotal object - 06		100,000.00	100,000.00				-	100,000.00
640-7144-50-00	Transfer to Capital	1,500,000.00		1,500,000.00				-	1,500,000.00
	Subtotal object - 07	1,500,000.00		1,500,000.00				-	1,500,000.00
Program number:	**DEFAULT PROGRAM**	**2,795,000.00**	**475,000.00**	**3,270,000.00**	**354,897.87**	**58,693.00**	**363,000.00**	**10.85**	**2,552,102.13**
Department number: 50	**IMPACT FEES**	**2,795,000.00**	**475,000.00**	**3,270,000.00**	**354,897.87**	**58,693.00**	**363,000.00**	**10.85**	**2,552,102.13**
	Expense Subtotal - - - - - -	**2,795,000.00**	**475,000.00**	**3,270,000.00**	**354,897.87**	**58,693.00**	**363,000.00**	**10.85**	**2,552,102.13**
Fund number: 640	**WASTEWATER IMPACT FEES**	**479,000.00**	**475,000.00**	**954,000.00**	**(1,192,516.00)**	**(200,146.82)**	**363,000.00**		**1,783,516.00**
Fund number: 660	**E THOROUGHFARE IMPACT FEES**								
660-4040-50-00	East Thoroughfare Im	(1,200,000.00)		(1,200,000.00)	(869,015.00)	(22,217.03)		72.42	(330,985.00)
	Subtotal object - 04	(1,200,000.00)		(1,200,000.00)	(869,015.00)	(22,217.03)		72.42	(330,985.00)
660-4610-50-00	Interest	(9,000.00)		(9,000.00)	(8,227.67)	(1,487.23)		91.42	(772.33)
	Subtotal object - 04	(9,000.00)		(9,000.00)	(8,227.67)	(1,487.23)		91.42	(772.33)
Program number:	DEFAULT PROGRAM	(1,209,000.00)		(1,209,000.00)	(877,242.67)	(23,704.26)		72.56	(331,757.33)
Department number: 50	IMPACT FEES	(1,209,000.00)		(1,209,000.00)	(877,242.67)	(23,704.26)		72.56	(331,757.33)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Revenue Subtotal - - - - - -	(1,209,000.00)		(1,209,000.00)	(877,242.67)	(23,704.26)		72.56	(331,757.33)
660-5489-50-00-1938-DV	Reimb FM1461 (SH289-	175,000.00		175,000.00	77,073.50			44.04	97,926.50
	Subtotal object - 05	175,000.00		175,000.00	77,073.50			44.04	97,926.50
660-6610-50-00-1710-ST	Coit Road (First - F		364,754.50	364,754.50			364,754.50	-	
660-6610-50-00-2005-TR	Traffic Signal-Coit	56,800.00		56,800.00				-	56,800.00
660-6610-50-00-2018-PK	Coleman Med Lndsc (T		7,750.00	7,750.00	1,253.00	302.00	6,497.00	16.17	
	Subtotal object - 06	56,800.00	372,504.50	429,304.50	1,253.00	302.00	371,251.50	0.29	56,800.00
660-7144-50-00	Transfer to Capital	2,180,000.00		2,180,000.00				-	2,180,000.00
	Subtotal object - 07	2,180,000.00		2,180,000.00				-	2,180,000.00
Program number:	**DEFAULT PROGRAM**	**2,411,800.00**	**372,504.50**	**2,784,304.50**	**78,326.50**	**302.00**	**371,251.50**	**2.81**	**2,334,726.50**
Department number: 50	**IMPACT FEES**	**2,411,800.00**	**372,504.50**	**2,784,304.50**	**78,326.50**	**302.00**	**371,251.50**	**2.81**	**2,334,726.50**
	Expense Subtotal - - - - - -	**2,411,800.00**	**372,504.50**	**2,784,304.50**	**78,326.50**	**302.00**	**371,251.50**	**2.81**	**2,334,726.50**
Fund number: 660	**E THOROUGHFARE IMPACT FEES**	**1,202,800.00**	**372,504.50**	**1,575,304.50**	**(798,916.17)**	**(23,402.26)**	**371,251.50**	**(50.72)**	**2,002,969.17**
Fund number: 670	**SPECIAL REVENUE-DONATIONS**								
670-4530-10-00	Police Donation Inc	(14,000.00)		(14,000.00)	(10,096.00)	(1,297.00)		72.11	(3,904.00)
670-4531-10-00	Fire Donations	(13,500.00)		(13,500.00)	(9,923.00)	(1,255.00)		73.50	(3,577.00)
670-4535-10-00	Child Safety Inc	(12,000.00)		(12,000.00)	(14,187.38)	(6,627.77)		118.23	2,187.38
670-4550-10-00	LEOSE Revenue				(2,997.42)			-	2,997.42
	Subtotal object - 04	(39,500.00)		(39,500.00)	(37,203.80)	(9,179.77)		94.19	(2,296.20)
670-4610-10-00	Interest Income	(1,200.00)		(1,200.00)	(1,838.36)	(180.64)		153.20	638.36
	Subtotal object - 04	(1,200.00)		(1,200.00)	(1,838.36)	(180.64)		153.20	638.36
670-4761-10-00	Tree Mitigation Reve				(14,175.00)	(14,175.00)		-	14,175.00
	Subtotal object - 04				(14,175.00)	(14,175.00)		-	14,175.00
Program number:	DEFAULT PROGRAM	(40,700.00)		(40,700.00)	(53,217.16)	(23,535.41)		130.76	12,517.16
Department number: 10	ADMINISTRATION	(40,700.00)		(40,700.00)	(53,217.16)	(23,535.41)		130.76	12,517.16
	Revenue Subtotal - - - - - -	**(40,700.00)**		**(40,700.00)**	**(53,217.16)**	**(23,535.41)**		**130.76**	**12,517.16**
670-5201-10-00	LEOSE Expenditures	6,500.00		6,500.00				-	6,500.00
670-5205-10-00	Police Donation Exp	26,204.00		26,204.00	8,236.50		16,188.63	31.43	1,778.87
670-5206-10-00	Fire Dept Donation E	5,000.00		5,000.00				-	5,000.00
670-5208-10-00	Child Safety Expense	39,698.00		39,698.00	2,706.44		20,780.00	6.82	16,211.56
670-5212-10-00	Tree Mitigation Expe	400,000.00	(366,400.00)	33,600.00	33,600.00			100.00	
670-5292-10-00	PD Seizure Expense	8,227.00		8,227.00				-	8,227.00
	Subtotal object - 05	485,629.00	(366,400.00)	119,229.00	44,542.94		36,968.63	37.36	37,717.43
670-7144-10-00	Transfer Out		366,400.00	366,400.00	366,400.00	366,400.00		100.00	
	Subtotal object - 07		366,400.00	366,400.00	366,400.00	366,400.00		100.00	
Program number:	**DEFAULT PROGRAM**	**485,629.00**		**485,629.00**	**410,942.94**	**366,400.00**	**36,968.63**	**84.62**	**37,717.43**
Department number: 10	**ADMINISTRATION**	**485,629.00**		**485,629.00**	**410,942.94**	**366,400.00**	**36,968.63**	**84.62**	**37,717.43**
	Expense Subtotal - - - - - -	**485,629.00**		**485,629.00**	**410,942.94**	**366,400.00**	**36,968.63**	**84.62**	**37,717.43**
Fund number: 670	**SPECIAL REVENUE-DONATIONS**	**444,929.00**		**444,929.00**	**357,725.78**	**342,864.59**	**36,968.63**	**80.40**	**50,234.59**
Fund number: 676	**AMERICAN RESCUE PLAN - CSLFRF**								
676-4510-10-00	Grants	(3,045,165.00)		(3,045,165.00)	(6,018.21)			0.20	(3,039,146.79)
	Subtotal object - 04	(3,045,165.00)		(3,045,165.00)	(6,018.21)			0.20	(3,039,146.79)
676-4610-10-00	Interest Income				(7,654.17)	(1,268.08)		-	7,654.17
	Subtotal object - 04				(7,654.17)	(1,268.08)		-	7,654.17
Program number:		(3,045,165.00)		(3,045,165.00)	(13,672.38)	(1,268.08)		0.45	(3,031,492.62)
Department number: 10	ADMINISTRATION	(3,045,165.00)		(3,045,165.00)	(13,672.38)	(1,268.08)		0.45	(3,031,492.62)
	Revenue Subtotal - - - - - -	**(3,045,165.00)**		**(3,045,165.00)**	**(13,672.38)**	**(1,268.08)**		**0.45**	**(3,031,492.62)**
Fund number: 676	**AMERICAN RESCUE PLAN - CSLFRF**	**(3,045,165.00)**		**(3,045,165.00)**	**(13,672.38)**	**(1,268.08)**		**0.45**	**(3,031,492.62)**
Fund number: 680	**W THOROUGHFARE IMPACT FEES**								
680-4041-50-00	W Thoroughfare Impac	(4,000,000.00)		(4,000,000.00)	(3,206,797.12)	(532,056.00)		80.17	(793,202.88)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
	Subtotal object - 04	(4,000,000.00)		(4,000,000.00)	(3,206,797.12)	(532,056.00)		80.17	(793,202.88)
680-4610-50-00	Interest	(15,000.00)		(15,000.00)	(22,938.17)	(4,477.94)		152.92	7,938.17
	Subtotal object - 04	(15,000.00)		(15,000.00)	(22,938.17)	(4,477.94)		152.92	7,938.17
Program number:	DEFAULT PROGRAM	(4,015,000.00)		(4,015,000.00)	(3,229,735.29)	(536,533.94)		80.44	(785,264.71)
Department number: 50	IMPACT FEES	(4,015,000.00)		(4,015,000.00)	(3,229,735.29)	(536,533.94)		80.44	(785,264.71)
	Revenue Subtotal - - - - - -	**(4,015,000.00)**		**(4,015,000.00)**	**(3,229,735.29)**	**(536,533.94)**		**80.44**	(785,264.71)
680-5410-50-00-2013-ST	Prof. Svcs Teel 380		22,124.51	22,124.51	20,784.11		7,340.40	93.94	(6,000.00)
680-5489-50-00-8006-DV	Development Agrmnt P	600,000.00		600,000.00	181,590.00	108,954.00		30.27	418,410.00
680-5489-50-00-8011-DV	Dev Agrment Star Tra	1,000,000.00		1,000,000.00				-	1,000,000.00
680-5489-50-00-8012-DV	Dev Agrmnt Tellus Wi	3,500,000.00		3,500,000.00				-	3,500,000.00
680-5489-50-00-8014-DV	Dev Agrmnt Legacy Ga	200,000.00		200,000.00	98,039.80	57,042.80		49.02	101,960.20
	Subtotal object - 05	5,300,000.00	22,124.51	5,322,124.51	300,413.91	165,996.80	7,340.40	5.65	5,014,370.20
680-6610-50-00-2004-TR	Traffic Signal (Fish		2,185.00	2,185.00	2,185.00		11,195.00	100.00	(11,195.00)
	Subtotal object - 06		2,185.00	2,185.00	2,185.00		11,195.00	100.00	(11,195.00)
Program number:	**DEFAULT PROGRAM**	**5,300,000.00**	**24,309.51**	**5,324,309.51**	**302,598.91**	**165,996.80**	**18,535.40**	**5.68**	**5,003,175.20**
Department number: 50	**IMPACT FEES**	**5,300,000.00**	**24,309.51**	**5,324,309.51**	**302,598.91**	**165,996.80**	**18,535.40**	**5.68**	**5,003,175.20**
	Expense Subtotal - - - - - -	**5,300,000.00**	**24,309.51**	**5,324,309.51**	**302,598.91**	**165,996.80**	**18,535.40**	**5.68**	**5,003,175.20**
Fund number: 680	**W THOROUGHFARE IMPACT FEES**	**1,285,000.00**	**24,309.51**	**1,309,309.51**	**(2,927,136.38)**	**(370,537.14)**	**18,535.40**		**4,217,910.49**
Fund number: 750	**CAPITAL PROJECTS**								
750-4610-10-00	Interest Income				(27,699.59)	(4,388.63)		-	27,699.59
	Subtotal object - 04				(27,699.59)	(4,388.63)		-	27,699.59
750-4993-10-00	Transfer from Impact	(2,180,000.00)		(2,180,000.00)				-	(2,180,000.00)
750-4995-10-00	Transfer In	(4,295,000.00)	(2,348,400.00)	(6,643,400.00)	(5,211,733.36)	(724,316.67)		78.45	(1,431,666.64)
750-4997-10-00	Transfers In - Bond				(6,539,289.38)	(262,482.68)		-	6,539,289.38
750-4999-10-00	Bond Proceeds	(34,688,033.00)		(34,688,033.00)				-	(34,688,033.00)
	Subtotal object - 04	(41,163,033.00)	(2,348,400.00)	(43,511,433.00)	(11,751,022.74)	(986,799.35)		27.01	(31,760,410.26)
Program number:	DEFAULT PROGRAM	(41,163,033.00)	(2,348,400.00)	(43,511,433.00)	(11,778,722.33)	(991,187.98)		27.07	(31,732,710.67)
Department number: 10	CAPITAL PROJECTS	(41,163,033.00)	(2,348,400.00)	(43,511,433.00)	(11,778,722.33)	(991,187.98)		27.07	(31,732,710.67)
	Revenue Subtotal - - - - - -	**(41,163,033.00)**	**(2,348,400.00)**	**(43,511,433.00)**	**(11,778,722.33)**	**(991,187.98)**		**27.07**	**(31,732,710.67)**
750-5405-10-00-2012-ST	Land Acq-Fishtrap (E				322,193.00	317,293.00		-	(322,193.00)
750-5410-10-00-1512-ST	Prof Svcs First St (		310,941.34	310,941.34	38,055.06		297,836.28	12.24	(24,950.00)
750-5410-10-00-1922-PK	Prof Svcs. Downtown	9,000.00	4,000.00	13,000.00	2,250.00		1,750.00	17.31	9,000.00
750-5410-10-00-1923-ST	Fishtrap Section 1 &	19,200.00	6,500.00	25,700.00			6,500.00	-	19,200.00
750-5410-10-00-1929-ST	Prof. Svcs BNSF Quie						4,950.00	-	(4,950.00)
750-5410-10-00-2012-ST	Fishtrap (Elem-DNT)		138,563.00	138,563.00	83,063.00		102,250.00	59.95	(46,750.00)
750-5410-10-00-2014-ST	First St (Coit-Custe	12,639.00	175,800.00	188,439.00	71,100.00		121,700.00	37.73	(4,361.00)
750-5410-10-00-2015-PK	Pecan Grove Phase II	7,606.00	35,958.64	43,564.64	34,624.00		9,134.64	79.48	(194.00)
750-5410-10-00-2108-PK	Tanner's Mill Phase	951,700.00	433,620.80	1,385,320.80	56,739.20	219.20	10,700.80	4.10	1,317,880.80
750-5410-10-00-2109-FC	Dsgn PS Comp Ph2(Cen		676,699.92	676,699.92	386,282.42		289,807.50	57.08	610.00
750-5410-10-00-2111-FC	PS Complex Phase 2 -	661,750.00	(22,675.00)	639,075.00	37,755.75	7,370.00	90,084.43	5.91	511,234.82
750-5410-10-00-2118-ST	Prof Svc Preston/Fir	100,000.00		100,000.00				-	100,000.00
750-5410-10-00-2121-ST	Prof Svc Preston/Prs	100,000.00		100,000.00				-	100,000.00
750-5410-10-00-2122-PK	Prof Svcs Raymond Pa	1,200,000.00		1,200,000.00	14,429.68		1,067,170.32	1.20	118,400.00
750-5410-10-00-2128-PK	Prof. Svcs Downtown	15,000.00		15,000.00	11,760.00		1,745.00	78.40	1,495.00
750-5410-10-00-2137-FC	Fire Station #4 Desi	600,000.00		600,000.00	49,736.61		558,643.39	8.29	(8,380.00)
750-5410-10-00-2140-ST	Prof Svc Craig St (P	300,000.00		300,000.00	42,470.00	27,040.00	257,130.00	14.16	400.00
750-5410-10-00-2141-ST	Prof Svcs Colmn(Gorg	450,000.00	450,000.00	900,000.00	19.00		861,420.50	0.00	38,560.50
750-5410-10-00-2142-ST	Prof Svcs Colmn (Pro	300,000.00	(300,000.00)					-	
750-5410-10-00-2143-ST	Prof Svcs Legacy (Pr	850,000.00		850,000.00	15,200.00	15,200.00	778,800.00	1.79	56,000.00
750-5410-10-00-2148-PK	Prof Svc Colmn Lnds	25,000.00		25,000.00	13,693.00		14,850.00	54.77	(3,543.00)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
750-5410-10-00-2149-PK	Prof Svcs Prosp Trl	25,000.00		25,000.00	5,828.00		6,406.00	23.31	12,766.00
750-5410-10-00-2153-ST	Prof Svcs Teel Pkwy		750,000.00	750,000.00	16,000.00		202,200.00	2.13	531,800.00
750-5410-10-00-2203-FC	Fire Station 4 Other						8,250.00	-	(8,250.00)
750-5430-10-00-2012-ST	Legal-Fishtrap (Elem				21,793.82	1,881.00		-	(21,793.82)
750-5430-10-00-2014-ST	Legal - First St (Co				9,892.75	3,724.24		-	(9,892.75)
750-5435-10-00-2012-ST	Legal Filing-Fishtra				1,378.25			-	(1,378.25)
750-5435-10-00-2137-FC	Legal Notices - FS#4				74.80	74.80		-	(74.80)
	Subtotal object - 05	5,626,895.00	2,659,408.70	8,286,303.70	1,234,338.34	372,802.24	4,691,328.86	14.90	2,360,636.50
750-6110-10-00-2124-EQ	PD Car Camera and BW	387,225.00		387,225.00				-	387,225.00
750-6110-10-00-2125-EQ	Storm Siren	294.00	33,566.46	33,860.46	33,566.45		0.01	99.13	294.00
750-6110-10-00-2128-PK	Downtown Pond Improv	105,000.00		105,000.00				-	105,000.00
750-6110-10-00-2131-FC	Awnings for Equipmen	19,800.00		19,800.00	1,500.00		9,900.00	7.58	8,400.00
750-6140-10-00-2127-EQ	Street Broom - PW		43,960.00	43,960.00	43,960.00			100.00	
750-6140-10-00-2130-EQ	Scag Wind Storm Blow	183.00		183.00				-	183.00
750-6140-10-00-2132-EQ	Heavy Duty Trailer -		26,626.00	26,626.00	26,626.00	26,626.00		100.00	
750-6140-10-00-2133-EQ	Verti-Cutter - Park		19,907.81	19,907.81	19,907.81			100.00	
750-6140-10-00-2134-EQ	Skid Steer - Park Op		81,013.00	81,013.00	81,013.00			100.00	
750-6140-10-00-2135-EQ	Z-Max Spreader/Spray		12,590.00	12,590.00	12,590.00			100.00	
750-6160-10-00-2105-EQ	Quint Fire Engine	1,350,000.00	145,000.00	1,495,000.00	1,194,041.00			79.87	300,959.00
750-6160-10-00-2106-EQ	Ambulance	460,000.00	35,000.00	495,000.00			319,452.77	-	175,547.23
750-6160-10-00-2126-EQ	Bucket Truck - PW		126,757.00	126,757.00			126,757.00	-	
750-6160-10-00-2129-EQ	Park Ops Vehicle		27,035.00	27,035.00			27,035.00	-	
750-6160-10-00-2136-EQ	Vehicle - Engineerin	35,998.00		35,998.00			34,351.95	-	1,646.05
750-6160-10-00-2138-EQ	Fire Engine Station	1,100,000.00	(900,000.00)	200,000.00				-	200,000.00
750-6160-10-00-2201-EQ	Fire Engine Station		1,250,000.00	1,250,000.00	949,757.00			75.98	300,243.00
750-6160-10-00-2202-EQ	Ambulance Station 4		552,000.00	552,000.00			376,392.00	-	175,608.00
	Subtotal object - 06	3,458,500.00	1,453,455.27	4,911,955.27	2,362,961.26	26,626.00	893,888.73	48.11	1,655,105.28
750-6410-10-00-1512-ST	First St (DNT-Clmn)	2,293,095.00		2,293,095.00				-	2,293,095.00
750-6410-10-00-2012-ST	Fishtrap (Elem/DNT)	1,689,411.00		1,689,411.00	957,538.40			56.68	731,872.60
750-6410-10-00-2013-ST	Teel (US380 Int) Lan	510,000.00		510,000.00				-	510,000.00
750-6410-10-00-2014-ST	First St (Coit-Custe	2,400,000.00		2,400,000.00				-	2,400,000.00
750-6410-10-00-2140-ST	Land Craig(Prstn-Fif	150,000.00		150,000.00				-	150,000.00
750-6410-10-00-2141-ST	Land Acq Colmn (Gorg	250,000.00		250,000.00				-	250,000.00
750-6410-10-00-2142-ST	Land Colmn (Prosper	375,000.00		375,000.00				-	375,000.00
	Subtotal object - 06	7,667,506.00		7,667,506.00	957,538.40			12.49	6,709,967.60
750-6610-10-00-1307-ST	Frontier Pkwy BNSF O	287,783.00		287,783.00	99,790.83			34.68	187,992.17
750-6610-10-00-1507-ST	West Prosper Rd Impr	518,952.00		518,952.00	586.14			0.11	518,365.86
750-6610-10-00-1708-ST	Cook Lane (First-End		20,799.05	20,799.05	20,799.05			100.00	
750-6610-10-00-1801-PK	Whitley Place H&B Tr	1,621.00		1,621.00				-	1,621.00
750-6610-10-00-1813-PK	380/SH289 Med Landsc	751,550.00		751,550.00				-	751,550.00
750-6610-10-00-1818-PK	Turf Irrigation SH28	19,065.00		19,065.00				-	19,065.00
750-6610-10-00-1830-ST	Prosper Trl (DNT Int		78,645.34	78,645.34	61,059.17		(0.01)	77.64	17,586.18
750-6610-10-00-1906-FC	Public Safety Comple		4,000.00	4,000.00				-	4,000.00
750-6610-10-00-1909-TR	Traffic Signal (Coit		19,500.00	19,500.00			19,500.00	-	
750-6610-10-00-1922-PK	Downtown Monument	195,257.00	39,546.00	234,803.00	39,546.00			16.84	195,257.00
750-6610-10-00-1926-PK	Whitley Place H&B Tr	44,797.00		44,797.00				-	44,797.00
750-6610-10-00-1929-ST	BNSF Quiet Zone Firs	127,186.00		127,186.00				-	127,186.00
750-6610-10-00-1933-ST	Fishtrap (seg 2) PIS	1,063,033.00		1,063,033.00	938,997.19			88.33	124,035.81
750-6610-10-00-2008-ST	Prosper Trl(Coit-Cus	1,006,205.00	700,867.81	1,707,072.81	1,023,178.57	79,339.22	30,803.28	59.94	653,090.96
750-6610-10-00-2010-ST	Fishtrap (Teel-Gee R	6,025,000.00		6,025,000.00				-	6,025,000.00
750-6610-10-00-2011-ST	Gee Rd (Fishtrap-Wnd	3,520,000.00		3,520,000.00				-	3,520,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
750-6610-10-00-2012-ST	Fishtrap (Elem/DNT)	18,000,000.00		18,000,000.00				-	18,000,000.00
750-6610-10-00-2013-ST	Teel (US380 Int Imp)	670,000.00		670,000.00				-	670,000.00
750-6610-10-00-2014-ST	First St (Coit-Custe	18,600,000.00		18,600,000.00				-	18,600,000.00
750-6610-10-00-2017-ST	Fishtrap, Seg 4 (Mid	205,011.00	1,714,417.34	1,919,428.34	1,674,423.04		83,122.67	87.24	161,882.63
750-6610-10-00-2018-PK	Coleman Med Lndsc (T	424,050.00		424,050.00	340,562.82		2,150.20	80.31	81,336.98
750-6610-10-00-2107-PK	Lakewood Preserve Ph	3,845,000.00		3,845,000.00				-	3,845,000.00
750-6610-10-00-2112-FC	PS Complex Phase 2 -	14,499,671.00		14,499,671.00	1,281,683.66	987,530.74	13,217,853.34	8.84	134.00
750-6610-10-00-2113-FC	PS Complex Phase 2 -	1,274,385.00		1,274,385.00				-	1,274,385.00
750-6610-10-00-2120-PK	Gee Road Trail Conne	700,000.00		700,000.00				-	700,000.00
750-6610-10-00-2148-PK	Coleman Med Lndsc (V	625,000.00		625,000.00				-	625,000.00
750-6610-10-00-2149-PK	Prosper Trail Med La	250,000.00		250,000.00				-	250,000.00
	Subtotal object - 06	72,653,566.00	2,577,775.54	75,231,341.54	5,480,626.47	1,066,869.96	13,353,429.48	7.29	56,397,285.59
Program number:	**DEFAULT PROGRAM**	**89,406,467.00**	**6,690,639.51**	**96,097,106.51**	**10,035,464.47**	**1,466,298.20**	**18,938,647.07**	**10.44**	**67,122,994.97**
Department number: 10	**CAPITAL PROJECTS**	**89,406,467.00**	**6,690,639.51**	**96,097,106.51**	**10,035,464.47**	**1,466,298.20**	**18,938,647.07**	**10.44**	**67,122,994.97**
	Expense Subtotal - - - - - -	**89,406,467.00**	**6,690,639.51**	**96,097,106.51**	**10,035,464.47**	**1,466,298.20**	**18,938,647.07**	**10.44**	**67,122,994.97**
Fund number: 750	**CAPITAL PROJECTS**	**48,243,434.00**	**4,342,239.51**	**52,585,673.51**	**(1,743,257.86)**	**475,110.22**	**18,938,647.07**	**(3.32)**	**35,390,284.30**
Fund number: 760	**CAPITAL PROJECTS - WATER/SEWER**								
760-4610-10-00	Interest Income				(5,419.93)	(971.91)		-	5,419.93
	Subtotal object - 04				(5,419.93)	(971.91)		-	5,419.93
760-4993-10-00	Transfer From Impact	(10,500,000.00)		(10,500,000.00)				-	(10,500,000.00)
760-4995-10-00	Transfers In	(563,323.00)		(563,323.00)	(549,215.43)	(46,943.58)		97.50	(14,107.57)
760-4997-10-00	Transfers In - Bond				(74,383.17)	(11,388.75)		-	74,383.17
760-4999-10-00	Bond Proceeds	(14,931,000.00)		(14,931,000.00)				-	(14,931,000.00)
	Subtotal object - 04	(25,994,323.00)		(25,994,323.00)	(623,598.60)	(58,332.33)		2.40	(25,370,724.40)
Program number:	DEFAULT PROGRAM	(25,994,323.00)		(25,994,323.00)	(629,018.53)	(59,304.24)		2.42	(25,365,304.47)
Department number: 10	CAPITAL PROJECTS-W/S	(25,994,323.00)		(25,994,323.00)	(629,018.53)	(59,304.24)		2.42	(25,365,304.47)
	Revenue Subtotal - - - - - -	**(25,994,323.00)**		**(25,994,323.00)**	**(629,018.53)**	**(59,304.24)**		**2.42**	**(25,365,304.47)**
760-5410-10-00-2012-WA	Fishtrap(Elem-DNT) W		4,500.00	4,500.00	4,500.00			100.00	
760-5410-10-00-2024-DR	Prof Svcs Old Town R		45,751.14	45,751.14	28,637.64		17,113.50	62.59	
760-5410-10-00-2103-WW	Prof Svc Doe Branch	500,000.00		500,000.00				-	500,000.00
	Subtotal object - 05	500,000.00	50,251.14	550,251.14	33,137.64		17,113.50	6.02	500,000.00
760-6610-10-00-1501-WA	Lower Pressure Pln 4	22,746,000.00	432,371.06	23,178,371.06	22,263.51	762.56	410,107.55	0.10	22,746,000.00
760-6610-10-00-1613-DR	Old Town Drainage-Ch	50,000.00		50,000.00				-	50,000.00
760-6610-10-00-1708-WA	EW Collector (Cook -	128,000.00	5,399.99	133,399.99				-	133,399.99
760-6610-10-00-1715-WA	Fishtrap Elevated St	6,000.00	187,924.24	193,924.24			187,924.24	-	6,000.00
760-6610-10-00-1716-WA	Water Supply Line Ph	133,230.00	37,226.99	170,456.99			37,226.99	-	133,230.00
760-6610-10-00-1718-DR	Old Town Regional Re	60,240.00	6,398.00	66,638.00			6,398.00	-	60,240.00
760-6610-10-00-1902-WA	Custer Rd Meter Stat	32,598.00	49,421.07	82,019.07			74,418.77	-	7,600.30
760-6610-10-00-2003-DR	Frontier Park/Presto	985,000.00		985,000.00	459.20	459.20		0.05	984,540.80
760-6610-10-00-2103-WW	Doe Branch Parallel	4,500,000.00		4,500,000.00				-	4,500,000.00
	Subtotal object - 06	28,641,068.00	718,741.35	29,359,809.35	22,722.71	1,221.76	716,075.55	0.08	28,621,011.09
Program number:	**DEFAULT PROGRAM**	**29,141,068.00**	**768,992.49**	**29,910,060.49**	**55,860.35**	**1,221.76**	**733,189.05**	**0.19**	**29,121,011.09**
Department number: 10	**CAPITAL PROJECTS-W/S**	**29,141,068.00**	**768,992.49**	**29,910,060.49**	**55,860.35**	**1,221.76**	**733,189.05**	**0.19**	**29,121,011.09**
	Expense Subtotal - - - - - -	**29,141,068.00**	**768,992.49**	**29,910,060.49**	**55,860.35**	**1,221.76**	**733,189.05**	**0.19**	**29,121,011.09**
Fund number: 760	**CAPITAL PROJECTS - WATER/SEWER**	**3,146,745.00**	**768,992.49**	**3,915,737.49**	**(573,158.18)**	**(58,082.48)**	**733,189.05**	**(14.64)**	**3,755,706.62**

ADMINISTRATIVE SERVICES

TOWN OF PROSPER
Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Robert B. Scott, Executive Director of Administrative Services**

Through: **Harlan Jefferson, Town Manager**

Re: **Amendments to Administrative Regulations Chapters 12, 13 15, 16 & 17**

Town Council Meeting – July 26, 2022

Agenda Item:
Consider and act upon approving amendments to the Town's Financial Policies. (RBS)

Description of Agenda Item:
The financial related Administrative Policies were originally adopted in 2017. Since that time, the Town has grown rapidly, passed a major bond election and become subject to many new state laws and regulations. Accordingly, it was determined that a comprehensive review of these policies should be conducted. Staff met with the Finance Committee on two occasions to discuss proposed changes to the policies and once agreed to, provided the committee red-line versions of the policies. The red-line versions of the proposed changes were also provided to the Town Council as part of the July 12, 2022, Budget Work session. The Town Council requested that staff bring back the policies for formal approval.

During the policy review it was noted that Administrative Policies do not normally require Council approval but can simply be signed by the Town Manager. In the case of these financial policies, the impact to the Town is too great to simply require administrative approval only. Therefore, the policies will be designated "Council Approved".

Note that there was one small change to the red-line versions originally provided in that it was staff's intention to change all references of "average maturity" to "final maturity" to remove any ambiguity regarding when a debt issue must be retired. One reference was initially missed but has been changed.

Budget Impact:
There is no budget impact affiliated with this item.

Attached Documents:

1. Chapter 12 VERF Policy redline version
2. Chapter 12 VERF Policy final version
3. Chapter 13 Fund Balance Policy redline version
4. Chapter 13 Fund Balance Policy final version
5. Chapter 15 Debt Management Policy redline version
6. Chapter 15 Debt Management Policy final version
7. Chapter 16 Post Debt Issuance Policy redline version
8. Chapter 16 Post Debt Issuance Policy final version
9. Chapter 17 Financial Management Policy redline version
10. Chapter 17 Financial Management Policy final version

Town Staff Recommendation:

Town staff recommends approval of the amendments to the Town's Financial Policies.

Proposed Motion:

I move to approve the amendments to the Town's Financial Policies.

TOWN OF PROSPER
ADMINISTRATIVE REGULATIONS

CHAPTER 12: C VEHICLE/EQUIPMENT REPLACEMENT FUND PROGRAM

The purpose of the Town's Vehicle/Equipment Replacement Fund (VERF) Program is to establish policy and procedures to ensure that adequate funds will be available to purchase replacement vehicles, equipment, and technology infrastructure, and to fund the VERF related to the purchases, thereby stabilizing the budgeting for future year replacements. Also, to provide for such replacements and purchases, and administer the disposition of the replaced vehicles, equipment, and technology infrastructure. VERF Fund Balance will not be included in the calculation of required Fund Balances for the General Fund. The calculation of required Fund Balances is address in Chapter 13. However, the VERF is created by Town Council and may also be discontinued by Town Council with residual Fund Balances being returned to the related funds.

SECTION 12.01: POLICY

A. Policy Overview

1. All fleet vehicles, equipment, and technology infrastructure will be owned by the VERF, and assigned to the user departments.

2. All user departments will be charged a monthly replacement fee for each item allocated for their use from the VERF. Such fee will provide funds to purchase future replacement vehicles, equipment, and technology infrastructure.

3. All items replaced will be surrendered simultaneously with the acquisition of the replacement. A determination will be made prior to the acquisition in regards to the disposition of the item being replaced.

4. Proceeds for replaced items sold as surplus property will be credited to the VERF.

5. The VERF is for the purchase and replacement of vehicles, equipment, and technology infrastructure only. New items, additions and/or upgrades, may be requested by departments during the budget process. If approved, items will be added to the VERF after acquisition, and the monthly replacement fee for units will be assessed accordingly.

SECTION 12.02 ORGANIZATIONAL RESPONSIBILITIES

Throughout the process, it is critical that Town staff works together to ensure that requirements are met, and that the Town of Prosper achieves the identified goal that created the need for the supplemental funding.

A. Town Departments

Departments operating vehicles and equipment (including computers) are responsible for:

1. contributing monthly to the VERF according to this policy;

2. requesting replacement units during the annual budget process; and

3. appointing members to the internal vehicle and equipment review committee.

   The internal review committee for vehicles and equipment is comprised of the Purchasing Manager, the Finance Director, and one representative from each user department. The user department representatives are appointed by their respective department heads. Committee duties include:

   a. reviewing the Vehicle and Equipment Procurement Request Forms submitted annually for both scheduled and unscheduled replacements, identifying the items warranting replacement per this policy, and prioritizing these items for budgetary consideration;

   b. making recommendations regarding departmental requests to purchase used vehicles or equipment from the VERF; and

   c. recommending revisions to the replacement criteria.

B. Town Council Subcommittees

The Town Council Subcommittees are responsible for reviewing staff recommendations on behalf of the Town Council. The purpose and scope of each subcommittee is defined below.

1. Council Technology/VERF Subcommittee

   The Council Technology/VERF Subcommittee for technology infrastructure is comprised of Councilmembers appointed by Town Council, and staff support to include the Town Manager, the Director of Information Technology, the Finance Director, and the Purchasing Manager. Subcommittee duties include:

   a. periodically reviewing the Town's existing technological capabilities, and making recommendation for improvements;

   b. periodically reviewing and making recommendations on the Town's VERF as it relates to the acquisition, implementation, maintenance and upgrading of the Town's technology, software, and computer equipment; and

c. making recommendations to promote the use of technology to increase efficiency of operations within the Town.

2. Council Finance Subcommittee

The Council Finance Subcommittee is comprised of Councilmembers appointed by the Town Council, and staff support to include the Town Manager and the Finance Director. Subcommittee duties include:

a. periodically reviewing and making recommendations to the Town's VERF as it relates to the acquisition, replacement and upgrading of the Town's vehicles and equipment.

C. Purchasing Manager

The Purchasing Manager is responsible for maintaining the VERF Policy, maintaining updated replacement schedules for vehicles and equipment, and for overseeing the activities of the VERF Committee for vehicles and equipment. The Purchasing Manager also coordinates with user departments to facilitate individual replacements.

D. Finance Director

The Finance Director is responsible for managing the VERF, setting the annual budget for vehicle, equipment, and technology infrastructure replacements, and reviewing and proposing modifications and/or replacement lists based on budgetary constraints.

E. Director of Information Technology (IT)

The Director of IT is responsible for maintaining updated replacement schedules for technology infrastructure, and for overseeing the activities of the VERF Technology Sub-Committee. The Director of IT also coordinates with user departments to facilitate individual replacements.

F. Town Manager

The Town Manager is responsible for approving the VERF policy and revisions thereto, and for reviewing and deciding departmental requests to purchase retired items from the VERF.

G. Town Council

The Town Council reviews and approves the list of proposed replacements, and the amount of annual contributions into the VERF during the budget process each year.

SECTION 12.03: REPLACEMENT REQUEST PROCESS

Departments will complete a Vehicle and Equipment Procurement Request Form to initiate the replacement process. Requests must be submitted annually during the budget process. If the requested unit is not scheduled for replacement, the user department will provide additional justification and support for the request. The VERF Committee will meet to review all requested replacements.

SECTION 12.04: REPLACEMENT CRITERIA

The Vehicle/Equipment Replacement Criteria (Exhibit A) identifies the estimated life expectancy of the Town's vehicles and equipment. Age and mileage or hours are the primary criteria for replacement. The replacement criteria for technology infrastructure will be set by the Director of IT, in compliance with direction from the VERF Technology Sub-Committee. The criterion are only intended as a guide for the replacement decision; items meeting or exceeding the criteria are not automatically approved for replacement. Meeting the criteria makes a unit eligible for replacement, but still subject to additional scrutiny, considering items such as physical condition, resale value, etc. Also, items that do not meet the criteria may still be eligible for early replacement for reasons like excessive maintenance costs, or a total loss declaration by the Town's insurer.

SECTION 12.05: REPLACEMENT FUNDING

The VERF is an internal service fund used to account for the replacement of Town vehicles, equipment, and technology infrastructure. Contributions are made to the VERF based on a replacement schedule for each item. Departments using vehicle(s), equipment, or technology infrastructure will contribute funds from their operational budget into the VERF; these contributions are then used to replace the items, which mitigates the impact on the operating budget. All items in the VERF shall be funded at a ratio of eighty percent (80%). While the individual item funding percentage may vary, the overall goal is eighty percent (80%) funding in total by fund (General, Water/Sewer, and Stormwater Drainage). The amount of the annual contribution for each item is determined as follows:

CONTRIBUTION = ITEM ACQUISITION PRICE / EXPECTED USEFUL LIFE

Example: Chevrolet Tahoe purchased for Police Department: $60,000*
Expected useful life: 4 years
Contribution = ($60,000 x .80/4) = $12,000/year

*Acquisition price is inclusive of all after-market installs required to place the unit into operations.

The annual contribution amount is divided by twelve (12) for monthly transfers from the department's budget to the VERF via journal entry. Proposed VERF transactions are reviewed and approved as part of the Town's annual operating budget process.

1. Proceeds from sold vehicles will be credited to the VERF, as will income earned from investment of VERF balances and all claims paid on VERF items.

2. If a department's item reaches its expected useful life but continues in service, the department will not be required to make additional contributions for that unit.

3. In the event that Town Manager approval is received to purchase a retired or replaced item from the VERF, the purchase price shall be ten percent (10%) of the original cost of the item. This amount is intended to compensate for the loss of sale proceeds that would otherwise be deposited in the VERF. The retained item will be removed from the VERF, and will not be funded for future replacement.

4. Replacement contributions will be discontinued for units sold or retired before the expiration of their useful life.

5. The acquisition price for VERF items will be reviewed on an annual basis during the budget process, and adjusted accordingly to reflect current market prices. This may result in an adjustment to the annual contributions in order to accommodate future replacement costs.

The Town of Prosper Vehicle Equipment/Replacement Fund (VERF) Program was revised and adopted the 7th day of October, 2020.

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Harlan Jefferson, Town Manager

TOWN OF PROSPER
ADMINISTRATIVE REGULATIONS

CHAPTER 12: C VEHICLE/EQUIPMENT REPLACEMENT FUND PROGRAM

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G. Town Council

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SECTION 12.03: REPLACEMENT REQUEST PROCESS

Departments will complete a Vehicle and Equipment Procurement Request Form to initiate the replacement process. Requests must be submitted annually during the budget process. If the requested unit is not scheduled for replacement, the user department will provide additional justification and support for the request. The VERF Committee will meet to review all requested replacements.

SECTION 12.04: REPLACEMENT CRITERIA

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SECTION 12.05: REPLACEMENT FUNDING

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CONTRIBUTION = ITEM ACQUISITION PRICE / EXPECTED USEFUL LIFE

Example: Chevrolet Tahoe purchased for Police Department: $60,000*
Expected useful life: 4 years
Contribution = ($60,000 x .80/4) = $12,000/year

*Acquisition price is inclusive of all after-market installs required to place the unit into operations.

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4. Replacement contributions will be discontinued for units sold or retired before the expiration of their useful life.

5. The acquisition price for VERF items will be reviewed on an annual basis during the budget process, and adjusted accordingly to reflect current market prices. This may result in an adjustment to the annual contributions in order to accommodate future replacement costs.

The Town of Prosper Vehicle Equipment/Replacement Fund (VERF) Program was revised and adopted the 7th day of October, 2020.

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Harlan Jefferson, Town Manager

TOWN OF PROSPER
ADMINISTRATIVE REGULATIONS

CHAPTER 13:C FUND BALANCE POLICY

SECTION 13.01: PURPOSE AND OVERVIEW

The purpose of this policy is to establish guidelines for fund balance levels within each of the Town of Prosper's funds. It is essential that the Town maintain adequate levels of fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, or adverse circumstances. The Town of Prosper avoids appropriating fund balance for recurring expenses. However, in the event that fund balance is used to support recurring expense, the budget will clearly identify the uses of fund balance and provide an explanation of the circumstances requiring the use of fund balance. In addition, the budget will also address the future potential uses of fund balance for operating expenditures and a course of action to replenish fund balances to target levels.

This policy ensures the Town maintains adequate fund balances in various operating funds for capacity to:

1. Provide sufficient cash flow for daily financial needs,
2. Secure and maintain investment grade bond ratings,
3. Offset significant downturns or revenue shortfalls, and
4. Provide funds for unforeseen expenditures related to emergencies.

SECTION 13.02: DEFINITIONS AND CATEGORIES

A. Fund Balance

Defined as the difference between a fund's assets and liabilities reported in a governmental fund, which is more a measure of liquidity than of net worth. This would be most similar to *working capital* as used in the private sector. For financial reporting purposes, the Governmental Accounting Standards Board (GASB) requires the Town to divide its fund balance into the following sub-categories using defined flow assumptions:

~~According to the Governmental Accounting Standards Board (GASB) statement number 54, fund balance must be allocated into one of the following five categories:~~

~~1. Nonspendable Fund Balance – includes amounts that either~~

Revised & Adopted July 2017
Revised and Council Approved July 26, 2022

~~a. are not in a spendable form, or~~

~~b. are legally or contractually required to be maintained intact.~~

~~Examples include prepaid items, inventory, redevelopment properties held for resale, or endowments.~~

~~2. Restricted Fund Balance – includes amounts for which constraints have been placed on the use of the resources either~~

~~a. externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments,~~

~~b. imposed by law through constitutional provisions or enabling legislation, or~~

~~c. imposed by Town Charter.~~

~~Examples include Contingency Appropriations in the Town Charter, grants, and debt covenants.~~

~~3. Committed Fund Balance – includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally. Examples include any Council-imposed use or limitation set by Town Ordinance or Resolution.~~

~~4. Assigned Fund Balance – includes amounts intended to be used by the government for specific purposes. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.~~

~~5. Unassigned Fund Balance – is the residual classification of the general fund and includes all amounts not contained in the other classifications. Unassigned amounts are technically available for any purpose.~~

~~***Note: The above fund balance categories only apply to governmental funds.***~~

~~6.~~1. Restricted Fund Balance – While the Fund Balance Policy is intended to focus more on unrestricted portions of fund balance. it is important to note a Town Charter provision in Section 7.08 as amended in May 2011 that imposes a legal restriction on a Contingent Reserve of the General Fund. It reads, "Provision shall be made in the annual budget maintaining a contingency reserve fund balance designation in an amount not less than twenty percent (20%) of the total general fund expenditures, to be used in case of unforeseen items of expenditure or revenue shortfalls. This shall apply to current operating expenses and shall not overlap with any other amount of reserves maintained by the Town. Such contingency reserve appropriation shall be under the control of the Town Manager and distributed by him

or her only in the event of an emergency or after supplemental appropriation by the Town Council. The proceeds of the contingency reserves shall be disbursed only by transfer to departmental appropriation, the spending of which shall be charged to the departments or activities for which the appropriations are made.''

~~7.~~2. Committed Fund Balance – The Town Council is the Town's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or resc.:ind a fund balance commitment is an ordinance or resolution adopted by the Town Council. The formal action must either adopt or rescind the commitment, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

~~8.~~3. Assigned Fund Balance – The Town Council authorizes the Town Manager or his/her designee as the official authorized person to assign fund balance to a specific purpose approved by this fund balance policy.

~~9.~~4. Flow Assumptions for the Order of Expenditure of Fund Balance – While multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the Town Council, and unassigned fund balance), the Town will start with the most restricted category and spend those funds first before moving down to the next category with available funds. Normally this would result in the use of restricted, then committed, then assigned, and lastly, unassigned fund balance.

The Town reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds if determined to be in the Town's best interest.

B. Level of Fund Balance

1. The Government Finance Officers Association (GFOA) has issued Best Practice recommendations providing practical guidance for determining appropriate levels of fund balance for both the General Fund and for proprietary funds. Each year in preparation for the annual budget process, finance staff will review the events of the prior year in regards to Best Practice criteria to determine the need for any revisions to Fund Balance policies.

~~10.~~2. Minimum Unassigned Fund Balance – It is the goal of the Town to achieve and maintain an unassigned fund balance in the general fund equal to five percent (5%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. The unassigned fund balance level, however, may be reduced during unusual financial circumstances. However, if such a situation occurs, the Town will implement necessary corrective action within a five-year plan to restore the unassigned fund balance to the equivalent of five percent (5%) of budgeted expenditures. This amount is in addition to the twenty percent (20%) restricted fund balance amount required by the Town Charter.

~~11.~~3. Non-governmental fund balances – ~~The fund balance categories discussed above do not apply to proprietary funds according to GASB 54. While not required by the GASB, t~~The Town recognizes the need to apply a minimum balance policy to the proprietary funds maintained by the Town. Therefore, the Town shall strive to maintain a minimum ending working capital balance (current assets minus current liabilities) of at least twenty-five percent (25%) of budgeted non-capital expenditures for each of the proprietary funds. If the working capital

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level should fall below the desired minimum. the Town will implement necessary corrective action within a five-year plan to restore the working capital balance to twenty-five percent (25%) of budgeted non-capital expenditures.

The Town of Prosper Fund Balance Policy was revised and adopted on the 11th day of July, 2017.

Harlan Jefferson, Town Manager

TOWN OF PROSPER
ADMINISTRATIVE REGULATIONS

CHAPTER 13:C FUND BALANCE POLICY

SECTION 13.01: PURPOSE AND OVERVIEW

The purpose of this policy is to establish guidelines for fund balance levels within each of the Town of Prosper's funds. It is essential that the Town maintain adequate levels of fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, or adverse circumstances. The Town of Prosper avoids appropriating fund balance for recurring expenses. However, in the event that fund balance is used to support recurring expense, the budget will clearly identify the uses of fund balance and provide an explanation of the circumstances requiring the use of fund balance. In addition, the budget will also address the future potential uses of fund balance for operating expenditures and a course of action to replenish fund balances to target levels.

This policy ensures the Town maintains adequate fund balances in various operating funds for capacity to:

1. Provide sufficient cash flow for daily financial needs,
2. Secure and maintain investment grade bond ratings,
3. Offset significant downturns or revenue shortfalls, and
4. Provide funds for unforeseen expenditures related to emergencies.

SECTION 13.02: DEFINITIONS AND CATEGORIES

A. Fund Balance

Defined as the difference between a fund's assets and liabilities reported in a governmental fund, which is more a measure of liquidity than of net worth. This would be most similar to *working capital* as used in the private sector. For financial reporting purposes, the Governmental Accounting Standards Board (GASB) requires the Town to divide its fund balance into the following sub-categories using defined flow assumptions:

1. Restricted Fund Balance – While the Fund Balance Policy is intended to focus more on unrestricted portions of fund balance. it is important to note a Town Charter provision in Section 7.08 as amended in May 2011 that imposes a legal restriction on a Contingent Reserve of the General Fund. It reads, "Provision shall be made in the annual budget maintaining a

contingency reserve fund balance designation in an amount not less than twenty percent (20%) of the total general fund expenditures, to be used in case of unforeseen items of expenditure or revenue shortfalls. This shall apply to current operating expenses and shall not overlap with any other amount of reserves maintained by the Town. Such contingency reserve appropriation shall be under the control of the Town Manager and distributed by him

or her only in the event of an emergency or after supplemental appropriation by the Town Council. The proceeds of the contingency reserves shall be disbursed only by transfer to departmental appropriation, the spending of which shall be charged to the departments or activities for which the appropriations are made.''

2. Committed Fund Balance – The Town Council is the Town's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or resc.:ind a fund balance commitment is an ordinance or resolution adopted by the Town Council. The formal action must either adopt or rescind the commitment, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

3. Assigned Fund Balance – The Town Council authorizes the Town Manager or his/her designee as the official authorized person to assign fund balance to a specific purpose approved by this fund balance policy.

4. Flow Assumptions for the Order of Expenditure of Fund Balance – While multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the Town Council, and unassigned fund balance), the Town will start with the most restricted category and spend those funds first before moving down to the next category with available funds. Normally this would result in the use of restricted, then committed, then assigned, and lastly, unassigned fund balance.

   The Town reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds if determined to be in the Town's best interest.

B. Level of Fund Balance

1. The Government Finance Officers Association (GFOA) has issued Best Practice recommendations providing practical guidance for determining appropriate levels of fund balance for both the General Fund and for proprietary funds. Each year in preparation for the annual budget process, finance staff will review the events of the prior year in regards to Best Practice criteria to determine the need for any revisions to Fund Balance policies.
2. Minimum Unassigned Fund Balance – It is the goal of the Town to achieve and maintain an unassigned fund balance in the general fund equal to five percent (5%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. The unassigned fund balance level, however, may be reduced during unusual financial circumstances. However, if such a situation occurs, the Town will implement necessary corrective action within a five-year plan to restore the unassigned fund balance to the equivalent of five percent (5%) of budgeted expenditures. This amount is in addition to the twenty percent (20%) restricted fund balance amount required by the Town Charter.

3. Non-governmental fund balances –The Town recognizes the need to apply a minimum balance policy to the proprietary funds maintained by the Town. Therefore, the Town shall strive to maintain a minimum ending working capital balance (current assets minus current liabilities) of at least twenty-five percent (25%) of budgeted non-capital expenditures for each of the proprietary funds. If the working capital level should fall below the desired minimum. the Town will implement necessary corrective action within a five-year plan to

restore the working capital balance to twenty-five percent (25%) of budgeted non-capital expenditures.

The Town of Prosper Fund Balance Policy was revised and adopted on the 11th day of July, 2017.



Harlan Jefferson, Town Manager

TOWN OF PROSPER
ADMINISTRATIVE REGULATIONS

CHAPTER 15:C DEBT MANAGEMENT POLICY

SECTION 15.01: PURPOSE AND OVERVIEW

The Town of Prosper recognizes that the foundation of any well-managed debt program ~~is a~~are comprehensive debt management and post issuance policies that are fully integrated with the long-term capital plan and related five-year operating budget forecasts. ~~y~~This policy outlines~~ing~~ the need to identify all possible non-debt capital plan funding sources first, and then establishes parameters for issuing new debt and managing the existing debt portfolio. ~~;~~It identifies~~ying~~ permissible and preferred~~the~~ types, structures and amounts of ~~permissible~~ debt; providing guidance to decision makers regarding the purposes for which debt may be issued. This policy is aligned and compliments Chapter 16: Debt Post Issuance-Monitoring and Compliance Policy.~~; and verifying that the IRS regulations regarding post issuance compliance are met to preserve the tax- exempt status of the Town's bonds.~~

Adherence to a debt management policy helps ensure that the Town maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit.

The Town's Debt Management Policy ("the Debt Policy") provides guidance for staff to promote:

1. ~~Ensure h~~High quality debt management decisions;
2. ~~Ensure s~~Support for debt issuances both internally and externally;
3. ~~Impose o~~Order and discipline in the debt issuance process;
4. ~~Promote c~~Consistency and continuity in the decision making process;
5. A positive perception of the debt management program ~~Ensure that the debt management decisions are viewed positively~~ by rating agencies, investment community and taxpayers; and
6. ~~Demonstrate a~~A commitment to long-term financial planning objectives.

SECTION 15.02: SCOPE

This Policy applies to all debt instruments issued by the Town regardless of the funding source. Funding sources can be derived from, and debt secured by, ad valorem taxes, general Town revenues, enterprise fund revenues or any other identifiable source of revenue that may be identified for appropriate pledging for bonded indebtedness.

SECTION 15.03: OBJECTIVES

The primary objective of this Policy is to ensure that the Town establishes and maintains a solid position with respect to its debt service and bond proceed funds and that proceeds from long-term

debt will not be used for current operations but rather for capital improvements, and related expenses, and other long-term assets in accordance with state law and Town ordinances.

The Town will seek all possible federal and state reimbursement for mandated projects and/or programs. The Town will pursue a balanced relationship between issuing debt and pay-as-you-go financing as dictated by prevailing economic factors and as directed by the Town Council.

Other objectives include:

1. Bonds shall be paid back within a period not to exceed, and preferably sooner than, the expected useful life of the capital project;

2. Decisions shall be made based on a number of factors and will be evaluated against long-term goals rather than a short-term fix; and

3. Debt service and bond proceed funds shall be managed and invested in accordance with all federal, state and local laws and in conjunction with the Tax Compliance Certificate of each bond issue to assure availability to cover project costs and debt service payments when due.

SECTION 15.04: IMPLEMENTATION

The Policy requires:

1. Payment of principal and interest on all outstanding debt in full and timely manner;

2. Incurrence of debt for those purposes permissible under State law and the home-rule charter of the Town;

3. Development, approval and financing of capital improvements in accordance with Town Code and the capital improvement budgeting process;

4. Structuring of principal and interest retirement schedules to: 1) achieve a low borrowing cost for the Town, 2) accommodate the debt service payments of existing debt, and 3) respond to perceptions of market demand. Shorter maturities shall always be encouraged to demonstrate to rating agencies that debt is being retired at a sufficiently rapid pace;

5. Selection of a method of sale that shall maximize the financial benefit to the Town;

6. Effective communication with bond rating agencies to ensure complete and clear understanding of the credit worthiness of the Town; and

7. Full, complete, and accurate disclosure of financial conditions and operating results in every financial report, bond prospectus and Annual Information Statement ("AIS"). All reports shall conform to guidelines issued by the Government Finance Officers Association ("GFOA"), Securities and Exchange Commission ("SEC"), and the Internal Revenue Service (IRS) to meet the disclosure needs of rating agencies, underwriters, investors, and taxpayers.

SECTION 15.05: STRUCTURE OF DEBT

Debt service shall be structured to the greatest extent possible to:

1. Target projected cash flows and pledged revenues;
2. Minimize the impact on future tax levies;
3. Target a consistent and as rapid as feasible payment of principal;
4. Maintain a level overall annual debt service payment structure; and
5. Target the equal or the lesser of the useful life of the asset being financed, or the maximum legal maturity for the obligations issued to finance the acquisition and construction of the asset.

A. Fixed Interest versus Variable Interest

The Town generally issues fixed rate bonds primarily to protect the Town against interest rate risk. The Town has the option to issue variable rate bonds if market conditions warrant and Council approves it.

B. Other Considerations

Bonds are generally issued such that:

1. The ~~average life~~final maturity is 20 years or less for general obligation bonds and revenue bonds, the Town may choose a longer term for revenue bonds for projects whose lives are greater than 20 years.
2. Debt service interest is paid in the first fiscal year after a bond sale, and principal is targeted to commence no later than the second fiscal year after the debt is issued. However, the Town may defer principal for a longer period of time in order to maintain a specific I&S tax rate or a certain level of debt service.

~~3.~~ Call provisions for bond issues shall be made as short as possible consistent with the lowest interest cost to the Town. The targeted maximum length to call is 10 years. ~~However, the Town may opt for a call date longer than 10 years in order to achieve the necessary goals of the particular issue.~~

3.

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SECTION 15.06: FINANCING ALTERNATIVES

The Town shall develop a level of cash and debt funded capital improvement projects that provide the citizens with the desired amount of Town services at the lowest cost. Town staff shall assess all financial alternatives for funding capital improvements prior to issuing debt.

Long-term general obligation debt, including certificates of obligation, or revenue bonds shall be issued to finance significant and desirable capital improvements. Proceeds of general obligation debt will be used only for the purposes approved by voters in bond elections or set forth in the notices of intent for certificates of obligation or to refund previously issued general obligation bonds, certificates of obligation or revenue bonds. All bonds shall be sold in accordance with applicable law.

A. Pay-As-You-Go Financing

Pay-as-you-go financing should be considered before issuing any debt. Pay-as-you go financing may include: intergovernmental grants from federal, state and other sources, current revenues or fund balances, private sector contributions, and public/private partnerships. Once the Town has determined that pay-as-you-go is not a feasible or sufficient financing option, the Town may use bonds, loans, or other debt financing sources as deemed appropriate by Town staff and approved by Council.

B. General Obligation Bonds

General obligation bonds may be used if the following criteria are met:

1. The size of the issuance is $1 million or above;
2. The GO bond funds are used for new and expanded facilities, major repair or renovations to existing facilities, or quality-of-life projects;
3. The useful life of the capital asset acquired/constructed/improved will be ten (10) years or more, or the funds will extend the useful life of an asset for more than ten (10) years; and
4. Voter authorization is given through approval in a bond election in accordance with State law.

GO bonds may be used to fund quality-of-life projects that include, but are not limited to, the Town's parks, libraries, non-public safety facilities, internet and entertainment, sports and amusement-type facilities.

C. Certificates of Obligation

COs will be issued for the following projects/acquisitions:

1. Finance permanent improvements and land acquisition;
2. Acquire equipment/vehicles;
3. Leverage grant funding;
4. Renovate, acquire, construct facilities and facility improvements;
5. Construct street improvements;
6. Provide funding for master plans/studies;

7. Infrastructure projects (including street, water and sewer and ~~draining~~ drainagework)
8. Emergency Town facilities rehabilitation (storm water ~~draining~~drainage, etc.)
9. Major core service facilities (police, fire, streets, etc.)

Notwithstanding the policy set forth herein, certificates of obligation or other long-term debt may be considered if the following criteria are met:

1. The need for the project is urgent and immediate;
2. The project(s) is necessary to prevent an economic loss to the Town;
3. Source of revenue is specific and can be expected to cover the additional debt;
4. The expected debt is the most cost effective financing option available.

In addition, the ~~average~~ final maturity of non-voter approved debt shall not exceed the average life of the project financed. Capital items shall have a value of at least $5,000 and a life of at least four years.

D. Reimbursement Resolutions

Reimbursement resolutions, if required for funds to be advanced prior to issuance of ~~G~~general ~~O~~obligation ~~bonds~~debt, may be used for projects funded through General Obligation Bonds and Certificates of Obligation ~~bonds~~.

E. Certificates of Obligations - Enterprise Fund

Certificates of obligation for an enterprise system will be limited to only those projects, which can demonstrate the capability to support the certificate debt either though its own revenues, or another pledged source other than ad valorem taxes and meet the same criteria as outlined above.

F. Revenue Bonds

Revenue bonds ~~will~~ may be issued for projects that generate revenues that are sufficient to repay the debt. Except where otherwise required by state statutes, revenue bonds may be issued without voter approval and only in accordance with the laws of Texas.

G. Other debt obligations

The use of other debt obligations, permitted by law, including but not limited to public property finance act contractual obligations, pension obligation bonds; tax notes and lease purchase obligations will be reviewed on a case-by-case basis. The findings above will be considered for the use of these obligations.

SECTION 15.07: METHODS OF SALE

The Town's debt obligations may be sold by competitive or negotiated sale methods. The selected method of sale depends upon the option which is expected to result in the lowest cost and most favorable terms to the Town given the financial structure used, market conditions, and prior experience. When considering the method of sale, the Town may consider the following issues:

1. Financial conditions;
2. Market conditions;
3. Transaction-specific conditions;
4. Town-related conditions;
5. Risks associated with each method;
6. Complexity of the Issue – Municipal securities with complex security features require greater marketing and buyer education efforts on the part of the underwriter, to improve the investors' willingness to purchase;
7. Volatility of Bond Yields – If municipal markets are subject to abrupt changes in interest rates, there may be a need to have some flexibility in the timing of the sale to take advantage of positive market changes or to delay a sale in the face of negative market changes;
8. Familiarity of Underwriters with the Town's Credit Quality – If underwriters are familiar with the Town's credit quality, a lower True Interest Cost (TIC) may be achieved. Awareness of the credit quality of the Town has a direct impact on the TIC an underwriter will bid on an issue. Therefore, where additional information in the form of presale marketing benefits the interest rate, a negotiated sale may be recommended. The Town strives to maintain an excellent bond rating. As a result, the Municipal Bond Market is generally familiar with the Town's credit quality; and
9. Size of the Issue – The Town may choose to offer sizable issues as negotiated sales so that pre-marketing and buyer education efforts may be done to more effectively promote the bond sale.

A. Competitive Sale

In a competitive sale, bonds are awarded in a sealed bid sale to an underwriter or syndicate of underwriters that provides the lowest TIC bid. TIC is defined as the rate, which will discount the aggregate amount of debt service payable over the life of the bond issue to its present value on the date of delivery. It is customary for bids to be submitted electronically through a secure website.

B. Negotiated Sale

In a negotiated sale, the Town chooses an underwriter or underwriting syndicate that is interested in reoffering a particular series of bonds to investors. The terms of the sale, including the size of the underwriter's discount, date of sale, and other factors, are negotiated between the two parties. Although the method of sale is termed negotiated, individual components of the sale may be competitively bid. The components are subject to a market analysis and reviewed prior to recommendation by staff. Negotiated sales are more advantageous when flexibility in the sale date is needed or when less conventional bond structures are being sold. Negotiated sales are also often used when the issue is particularly large or if the sale of the debt issuance would be perceived to be more successful with pre-marketing efforts.

C. Private Placement

A private placement is a negotiated sale of debt securities to a limited number of selected investors including financial institutions, government agencies, or authorities. The Town may engage a placement agent to identify likely investors if deemed necessary. A private placement may be beneficial when the issue size is small, when the security of the bonds is somewhat weaker, or when a governmental lending agency or authority can provide beneficial interest rates or terms compared to financing in the public market.

SECTION 15.08: REFUNDING OF DEBT

All forms of refunding debt shall be approved by Council in accordance with Town ordinances and the Department of Finance and Administration in accordance with state law.

A. Advance Refunding

Advanced refunding and forward delivery refunding transactions for savings may be considered when the net present value savings as a percentage of the par amount of refunded bonds is approximately three percent.

B. Current Refunding

Current refunding transactions issued for savings maybe considered when the net present value savings as a percentage of the par amount of refunded bonds is approximately threepercent.

C. Refunding for Debt Restructuring

From time to time, the Town may also issue refunding debt for other purposes, rather than net present value savings, such as restructuring debt, changing covenants, or changing the repayment source of the bonds.

SECTION 15.09: DEBT LIMITS

The total principal amount of general obligation bonds together with the principal amount of all other outstanding tax indebtedness of the Town to be repaid from the Debt Service Fund will be targeted to not exceed ~~six~~ four percent of the total assessed valuation of the Town's tax rolls.

The Town will target an I&S tax rate that makes up ~~35~~40% or less of the Town's total tax rate (M&O tax rate plus I&S tax rate).

The Enterprise Fund will target the net revenues available for debt service to exceed 125 times the outstanding revenue-backed debt service payments.

SECTION 15.10: MATURITY LEVELS

A. Revenue Debt

The ~~term~~ maximum maturity of revenue debt shall not exceed the expected useful life of the capital asset being financed and in no case shall it exceed thirty years.

B. General Obligation Debt

The ~~term~~ maximum maturity of general obligation debt shall be targeted not to exceed twenty years.

SECTION 15.11: MANAGEMENT OF DEBT SERVICE FUND

A. Interest Earnings

Interest earnings on bond and loan proceeds shall be used solely to fund direct or related capital expenditures, or to service current and future debt payments.

B. Debt Service Reserves – General Obligation Bonds

Debt service reserves for general obligation bonds shall not be required.

C. Debt Service Reserves – Revenue Bonds

Debt service reserves for revenue bonds shall be maintained at levels required by controlling bond ordinances.

D. ~~IRS Rules and Regulations~~Legal Regulatory and Covenant Requirements

The Town shall comply with all ~~IRS rules and regulations~~Federal and State laws, SEC regulations and related contractual and covenant requirements. ~~including, but not limited to, arbitrage.~~See Chapter 16: Debt Post Issuance Monitoring and Compliance.

SECTION 15.12: RATINGS

Adherence to a debt management policy helps insure that the Town maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit. Toward that end, the Town will take the following steps.

1. Strive to maintain good relationships with bond rating agencies as well as disclose financial reports and information to these agencies and to the public.

2. Obtain a rating from at least one nationally recognized bond-rating agency on all issues being sold in the public market.

3. Make timely disclosure of annual financial information or other requested information to the rating agencies.

SECTION 15.13: CONTINUING DISCLOSURE

The Town will take all appropriate steps to comply with federal securities laws, including, but not limited to, Securities and Exchange Commission Rule 15c2-12 (the "Rule"). The Town will make annual and event disclosure filings to the MSRB via EMMA, as required by the Rule and its continuing disclosure undertakings.

SECTION 15.14: SELECTION OF FINANCIAL ADVISOR

The Town shall retain an independent financial advisor for advice on the structuring of new debt, financial analysis of various options, including refunding opportunities, the rating review process, the marketing and marketability of Town debt obligations, issuance and post- issuance services, the preparation of offering documents (each, an "Official Statement") and other services, as necessary. The Town will seek the advice of the financial advisor on an ongoing basis. The financial advisor will perform other services as defined by the agreement approved by the Town Council. The financial advisor will not bid on nor underwrite any Town debt issues in accordance with MSRB rules.

SECTION 15.15: SELECTION OF BOND COUNSEL

The Town shall retain bond counsel for legal and procedural advice on all debt issues. Bond counsel shall advise the Town Council in all matters pertaining to its bond ordinance(s) and /or resolution(s). No action shall be taken with respect to any obligation until a written instrument (e.g., Certificate for Ordinance or other legal instrument) has been prepared by the bond attorneys certifying the legality of the proposal. The bond attorneys shall prepare all ordinances and other legal instruments required for the execution and sale of any bonds issued which shall then be reviewed by the Town Attorney and the Director of Finance. The Town will also seek the advice of bond counsel on all other types of debt and on any other questions involving state law and federal tax or arbitrage law. Special counsel may be retained to protect the Town's interest in complex negotiations.

The Town of Prosper Debt Management Policy was approved the 11th day of July, 2017.



Harlan Jefferson, Town Manager

TOWN OF PROSPER
ADMINISTRATIVE REGULATIONS

CHAPTER 15:C DEBT MANAGEMENT POLICY

SECTION 15.01: PURPOSE AND OVERVIEW

The Town of Prosper recognizes that the foundation of any well-managed debt program are comprehensive debt management and post issuance policies that are fully integrated with the long-term capital plan and related five-year operating budget forecasts. This policy outlines the need to identify all possible non-debt capital plan funding sources first, and then establishes parameters for issuing new debt and managing the existing debt portfolio. It identifies permissible and preferred types, structures and amounts of debt; providing guidance to decision makers regarding the purposes for which debt may be issued. This policy is aligned and compliments Chapter 16: Debt Post Issuance-Monitoring and Compliance Policy.

Adherence to a debt management policy helps ensure that the Town maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit.

The Town's Debt Management Policy ("the Debt Policy") provides guidance for staff to promote:

1. High quality debt management decisions;
2. Support for debt issuances both internally and externally;
3. Order and discipline in the debt issuance process;
4. Consistency and continuity in the decision making process;
5. A positive perception of the debt management program by rating agencies, investment community and taxpayers; and
6. A commitment to long-term financial planning objectives.

SECTION 15.02: SCOPE

This Policy applies to all debt instruments issued by the Town regardless of the funding source. Funding sources can be derived from, and debt secured by, ad valorem taxes, general Town revenues, enterprise fund revenues or any other identifiable source of revenue that may be identified for appropriate pledging for bonded indebtedness.

SECTION 15.03: OBJECTIVES

The primary objective of this Policy is to ensure that the Town establishes and maintains a solid position with respect to its debt service and bond proceed funds and that proceeds from long-term

debt will not be used for current operations but rather for capital improvements, and related expenses, and other long-term assets in accordance with state law and Town ordinances.

The Town will seek all possible federal and state reimbursement for mandated projects and/or programs. The Town will pursue a balanced relationship between issuing debt and pay-as-you-go financing as dictated by prevailing economic factors and as directed by the Town Council.

Other objectives include:

1. Bonds shall be paid back within a period not to exceed, and preferably sooner than, the expected useful life of the capital project;

2. Decisions shall be made based on a number of factors and will be evaluated against long-term goals rather than a short-term fix; and

3. Debt service and bond proceed funds shall be managed and invested in accordance with all federal, state and local laws and in conjunction with the Tax Compliance Certificate of each bond issue to assure availability to cover project costs and debt service payments when due.

SECTION 15.04: IMPLEMENTATION

The Policy requires:

1. Payment of principal and interest on all outstanding debt in full and timely manner;

2. Incurrence of debt for those purposes permissible under State law and the home-rule charter of the Town;

3. Development, approval and financing of capital improvements in accordance with Town Code and the capital improvement budgeting process;

4. Structuring of principal and interest retirement schedules to: 1) achieve a low borrowing cost for the Town, 2) accommodate the debt service payments of existing debt, and 3) respond to perceptions of market demand. Shorter maturities shall always be encouraged to demonstrate to rating agencies that debt is being retired at a sufficiently rapid pace;

5. Selection of a method of sale that shall maximize the financial benefit to the Town;

6. Effective communication with bond rating agencies to ensure complete and clear understanding of the credit worthiness of the Town; and

7. Full, complete, and accurate disclosure of financial conditions and operating results in every financial report, bond prospectus and Annual Information Statement ("AIS"). All reports shall conform to guidelines issued by the Government Finance Officers Association ("GFOA"), Securities and Exchange Commission ("SEC"), and the Internal Revenue Service (IRS) to meet the disclosure needs of rating agencies, underwriters, investors, and taxpayers.

SECTION 15.05: STRUCTURE OF DEBT

Debt service shall be structured to the greatest extent possible to:

1. Target projected cash flows and pledged revenues;
2. Minimize the impact on future tax levies;
3. Target a consistent and as rapid as feasible payment of principal;
4. Maintain a level overall annual debt service payment structure; and
5. Target the equal or the lesser of the useful life of the asset being financed, or the maximum legal maturity for the obligations issued to finance the acquisition and construction of the asset.

A. Fixed Interest versus Variable Interest

The Town generally issues fixed rate bonds primarily to protect the Town against interest rate risk. The Town has the option to issue variable rate bonds if market conditions warrant and Council approves it.

B. Other Considerations

Bonds are generally issued such that:

1. The final maturity is 20 years or less for general obligation bonds and revenue bonds, the Town may choose a longer term for revenue bonds for projects whose lives are greater than 20 years.
2. Debt service interest is paid in the first fiscal year after a bond sale, and principal is targeted to commence no later than the second fiscal year after the debt is issued. However, the Town may defer principal for a longer period of time in order to maintain a specific I&S tax rate or a certain level of debt service.
3. Call provisions for bond issues shall be made as short as possible consistent with the lowest interest cost to the Town. The targeted maximum length to call is 10 years.

SECTION 15.06: FINANCING ALTERNATIVES

The Town shall develop a level of cash and debt funded capital improvement projects that provide the citizens with the desired amount of Town services at the lowest cost. Town staff shall assess all financial alternatives for funding capital improvements prior to issuing debt.

Long-term general obligation debt, including certificates of obligation, or revenue bonds shall be issued to finance significant and desirable capital improvements. Proceeds of general obligation debt will be used only for the purposes approved by voters in bond elections or set forth in the notices of intent for certificates of obligation or to refund previously issued general obligation bonds, certificates of obligation or revenue bonds. All bonds shall be sold in accordance with applicable law.

A. Pay-As-You-Go Financing

Pay-as-you-go financing should be considered before issuing any debt. Pay-as-you go financing may include: intergovernmental grants from federal, state and other sources, current revenues or fund balances, private sector contributions, and public/private partnerships. Once the Town has determined that pay-as-you-go is not a feasible or sufficient financing option, the Town may use bonds, loans, or other debt financing sources as deemed appropriate by Town staff and approved by Council.

B. General Obligation Bonds

General obligation bonds may be used if the following criteria are met:

1. The size of the issuance is $1 million or above;

2. The GO bond funds are used for new and expanded facilities, major repair or renovations to existing facilities, or quality-of-life projects;

3. The useful life of the capital asset acquired/constructed/improved will be ten (10) years or more, or the funds will extend the useful life of an asset for more than ten (10) years; and

4. Voter authorization is given through approval in a bond election in accordance with State law.

GO bonds may be used to fund quality-of-life projects that include, but are not limited to, the Town's parks, libraries, non-public safety facilities, internet and entertainment, sports and amusement-type facilities.

C. Certificates of Obligation

COs will be issued for the following projects/acquisitions:

1. Finance permanent improvements and land acquisition;

2. Acquire equipment/vehicles;

3. Leverage grant funding;

4. Renovate, acquire, construct facilities and facility improvements;

5. Construct street improvements;

6. Provide funding for master plans/studies;

7. Infrastructure projects (including street, water and sewer and drainagework)

8. Emergency Town facilities rehabilitation (storm water drainage, etc.)

9. Major core service facilities (police, fire, streets, etc.)

Notwithstanding the policy set forth herein, certificates of obligation or other long-term debt may be considered if the following criteria are met:

1. The need for the project is urgent and immediate;

2. The project(s) is necessary to prevent an economic loss to the Town;

3. Source of revenue is specific and can be expected to cover the additional debt;

4. The expected debt is the most cost effective financing option available.

In addition, the final maturity of non-voter approved debt shall not exceed the average life of the project financed. Capital items shall have a value of at least $5,000 and a life of at least four years.

D. Reimbursement Resolutions

Reimbursement resolutions, if required for funds to be advanced prior to issuance of general obligation debt, may be used for projects funded through General Obligation Bonds and Certificates of Obligation.

E. Certificates of Obligations - Enterprise Fund

Certificates of obligation for an enterprise system will be limited to only those projects, which can demonstrate the capability to support the certificate debt either though its own revenues, or another pledged source other than ad valorem taxes and meet the same criteria as outlined above.

F. Revenue Bonds

Revenue bonds may be issued for projects that generate revenues that are sufficient to repay the debt. Except where otherwise required by state statutes, revenue bonds may be issued without voter approval and only in accordance with the laws of Texas.

G. Other debt obligations

The use of other debt obligations, permitted by law, including but not limited to public property finance act contractual obligations, pension obligation bonds; tax notes and lease purchase obligations will be reviewed on a case-by-case basis. The findings above will be considered for the use of these obligations.

SECTION 15.07: METHODS OF SALE

The Town's debt obligations may be sold by competitive or negotiated sale methods. The selected method of sale depends upon the option which is expected to result in the lowest cost and most favorable terms to the Town given the financial structure used, market conditions, and prior experience. When considering the method of sale, the Town may consider the following issues:

1. Financial conditions;

2. Market conditions;

3. Transaction-specific conditions;

4. Town-related conditions;

5. Risks associated with each method;

6. Complexity of the Issue – Municipal securities with complex security features require greater marketing and buyer education efforts on the part of the underwriter, to improve the investors' willingness to purchase;

7. Volatility of Bond Yields – If municipal markets are subject to abrupt changes in interest rates, there may be a need to have some flexibility in the timing of the sale to take advantage of positive market changes or to delay a sale in the face of negative market changes;

8. Familiarity of Underwriters with the Town's Credit Quality – If underwriters are familiar with the Town's credit quality, a lower True Interest Cost (TIC) may be achieved. Awareness of the credit quality of the Town has a direct impact on the TIC an underwriter will bid on an issue. Therefore, where additional information in the form of presale marketing benefits the interest rate, a negotiated sale may be recommended. The Town strives to maintain an excellent bond rating. As a result, the Municipal Bond Market is generally familiar with the Town's credit quality; and

9. Size of the Issue – The Town may choose to offer sizable issues as negotiated sales so that pre-marketing and buyer education efforts may be done to more effectively promote the bond sale.

A. Competitive Sale

In a competitive sale, bonds are awarded in a sealed bid sale to an underwriter or syndicate of underwriters that provides the lowest TIC bid. TIC is defined as the rate, which will discount the aggregate amount of debt service payable over the life of the bond issue to its present value on the date of delivery. It is customary for bids to be submitted electronically through a secure website.

B. Negotiated Sale

In a negotiated sale, the Town chooses an underwriter or underwriting syndicate that is interested in reoffering a particular series of bonds to investors. The terms of the sale, including the size of the underwriter's discount, date of sale, and other factors, are negotiated between the two parties. Although the method of sale is termed negotiated, individual components of the sale may be competitively bid. The components are subject to a market analysis and reviewed prior to recommendation by staff. Negotiated sales are more advantageous when flexibility in the sale date is needed or when less conventional bond structures are being sold. Negotiated sales are also often used when the issue is particularly large or if the sale of the debt issuance would be perceived to be more successful with pre-marketing efforts.

C. Private Placement

A private placement is a negotiated sale of debt securities to a limited number of selected investors including financial institutions, government agencies, or authorities. The Town may engage a placement agent to identify likely investors if deemed necessary. A private placement may be beneficial when the issue size is small, when the security of the bonds is somewhat weaker, or when a governmental lending agency or authority can provide beneficial interest rates or terms compared to financing in the public market.

SECTION 15.08: REFUNDING OF DEBT

All forms of refunding debt shall be approved by Council in accordance with Town ordinances and the Department of Finance and Administration in accordance with state law.

A. Advance Refunding

Advanced refunding and forward delivery refunding transactions for savings may be considered when the net present value savings as a percentage of the par amount of refunded bonds is approximately three percent.

B. Current Refunding

Current refunding transactions issued for savings maybe considered when the net present value savings as a percentage of the par amount of refunded bonds is approximately three percent.

C. Refunding for Debt Restructuring

From time to time, the Town may also issue refunding debt for other purposes, rather than net present value savings, such as restructuring debt, changing covenants, or changing the repayment source of the bonds.

SECTION 15.09: DEBT LIMITS

The total principal amount of general obligation bonds together with the principal amount of all other outstanding tax indebtedness of the Town to be repaid from the Debt Service Fund will be targeted to not exceed four percent of the total assessed valuation of the Town's tax rolls.

The Town will target an I&S tax rate that makes up 40% or less of the Town's total tax rate (M&O tax rate plus I&S tax rate).

The Enterprise Fund will target the net revenues available for debt service to exceed 125 times the outstanding revenue-backed debt service payments.

SECTION 15.10: MATURITY LEVELS

A. Revenue Debt

The maximum maturity of revenue debt shall not exceed the expected useful life of the capital asset being financed and in no case shall it exceed thirty years.

B. General Obligation Debt

The maximum maturity of general obligation debt shall be targeted not to exceed twenty years.

SECTION 15.11: MANAGEMENT OF DEBT SERVICE FUND

A. Interest Earnings

Interest earnings on bond and loan proceeds shall be used solely to fund direct or related capital expenditures, or to service current and future debt payments.

B. Debt Service Reserves – General Obligation Bonds

Debt service reserves for general obligation bonds shall not be required.

C. Debt Service Reserves – Revenue Bonds

Debt service reserves for revenue bonds shall be maintained at levels required by controlling bond ordinances.

D. Legal Regulatory and Covenant Requirements

The Town shall comply with all Federal and State laws, SEC regulations and related contractual and covenant requirements. See Chapter 16: Debt Post Issuance Monitoring and Compliance.

SECTION 15.12: RATINGS

Adherence to a debt management policy helps insure that the Town maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit. Toward that end, the Town will take the following steps.

1. Strive to maintain good relationships with bond rating agencies as well as disclose financial reports and information to these agencies and to the public.

2. Obtain a rating from at least one nationally recognized bond-rating agency on all issues being sold in the public market.

3. Make timely disclosure of annual financial information or other requested information to the rating agencies.

SECTION 15.13: CONTINUING DISCLOSURE

The Town will take all appropriate steps to comply with federal securities laws, including, but not limited to, Securities and Exchange Commission Rule 15c2-12 (the "Rule"). The Town will make annual and event disclosure filings to the MSRB via EMMA, as required by the Rule and its continuing disclosure undertakings.

SECTION 15.14: SELECTION OF FINANCIAL ADVISOR

The Town shall retain an independent financial advisor for advice on the structuring of new debt, financial analysis of various options, including refunding opportunities, the rating review process, the marketing and marketability of Town debt obligations, issuance and post- issuance services, the preparation of offering documents (each, an "Official Statement") and other services, as necessary. The Town will seek the advice of the financial advisor on an ongoing basis. The financial advisor will perform other services as defined by the agreement approved by the Town Council. The financial advisor will not bid on nor underwrite any Town debt issues in accordance with MSRB rules.

SECTION 15.15: SELECTION OF BOND COUNSEL

The Town shall retain bond counsel for legal and procedural advice on all debt issues. Bond counsel shall advise the Town Council in all matters pertaining to its bond ordinance(s) and /or resolution(s). No action shall be taken with respect to any obligation until a written instrument (e.g., Certificate for Ordinance or other legal instrument) has been prepared by the bond attorneys certifying the legality of the proposal. The bond attorneys shall prepare all ordinances and other legal instruments required for the execution and sale of any bonds issued which shall then be reviewed by the Town Attorney and the Director of Finance. The Town will also seek the advice of bond counsel on all other types of debt and on any other questions involving state law and federal tax or arbitrage law. Special counsel may be retained to protect the Town's interest in complex negotiations.

The Town of Prosper Debt Management Policy was approved the 11th day of July, 2017.



Harlan Jefferson, Town Manager

TOWN OF PROSPER
ADMINISTRATIVE REGULATIONS

CHAPTER 16:C DEBT POST ISSUANCE POLICY

SECTION 16.01: PURPOSE AND OVERVIEW

~~It is the policy of t~~The Town of Prosper will establish all necessary debt post issuance procedures to ensure compliance with all federal, state, contractual and covenant requirements.~~to actively pursue the following Post-Issuance Tax Compliance Procedures (the "Procedures") to ensure that all applicable post-issuance requirements of federal income tax law are met to preserve the tax-exempt status of the Town's bonds.~~

SECTION 16.02: GENERAL PROCEDURES

A. The Tax Compliance Certificate

1. The Tax Compliance Certificate ("Tax Certificate") issued for each bond issue describing the requirements and provisions of the Code must be followed in order to maintain the tax-exempt status of the interest on such bonds.

2. The Tax Certificate will contain the reasonable expectations of the Town at the time of issuance of the related bonds with respect to the use of the gross proceeds of such bonds and the assets to be financed ~~or refinanced~~or refinanced with the proceeds thereof.

~~2.~~3. ~~The p~~Procedures put in place by the Town supplement and support the covenants and representations made by the Town in the Tax Certificate related to specific issues of tax-exempt bonds. In order to comply with the covenants and representations set forth in the bond documents and in the Tax Certificate, the Town will monitor all Town bond issues using the post issuance compliance requirements.

B. ~~Procedures~~State Compliance

The local government code and other state statutes contain various requirements related to filing a debt issuance for review by the attorney general and filing debt related information with the Comptroller of Public Accounts.~~The procedures supplement and support the covenants and representations made by the Town in the Tax Certificate related to specific issues of tax-exempt bonds. In order to comply with the covenants and representations set forth in the bond documents and in the Tax Certificate, the Town will monitor all Town bond issues using the post issuance compliance requirements.~~

C. Federal- SEC Continuing Disclosure Requirements

The Securities and Exchange Commission has promulgated various requirements for underwriters of municipal debt requiring issuers to file specified continuing disclosures on an annual basis as well as event notices of a material nature within

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ten business days of the occurrence of the event. Specific financial and operating data to be included in the annual continuing disclosure filings are listed in each of the Town's Official Statements. It should be noted that once a disclosure is committed to in an official statement that requirement remains in effect until all debt from that specific official statements is retired even if less stringent requirements are included in future official statements.

SECTION 16.03: DESIGNATION OF RESPONSIBLE PERSON

The Finance Director shall maintain an inventory of bonds and assets financed which contain the pertinent data to satisfy the Town's monitoring responsibilities. Any transfer, sale or other disposition of bond-financed assets shall be reviewed and approved by the Town Council in accordance with state law, federal tax law and the Town's ordinances.

SECTION 16.04: EXTERNAL ADVISORS/DOCUMENTATION

The Town shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the issuance process to identify requirements and to establish procedures necessary

or appropriate so that the bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the bonds.

1. The Town also shall consult with bond counsel and other legal counsel and advisors as needed following issuance of the bonds to ensure that all applicable post-issuance requirements are met. This shall include, without limitation, consultation in connection with future long-term contracts with private parties for the use of bond- financed or refinanced assets.

2. The Town shall engage expert advisors (a "Rebate Service Provider") to assist in the calculation of the arbitrage rebate payable with respect to the investment of the bond proceeds, unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of bonds.

3. Unless otherwise provided by the resolution or other authorizing documents relating to the bonds, unexpended bond proceeds shall be held in a segregated bond account. The investment of bond proceeds shall be managed by the Town. The Town shall prepare regular, periodic statements regarding the investments and transactions involving bond proceeds.

SECTION 16.05: ARBITRAGE REBATE AND YIELD

Unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of bonds, the Town shall be responsible for:

1. Engaging, by contract, the services of a Rebate Service Provider, procured in accordance with State law and Town ordinances.

2. Providing to the Rebate Service Provider, as may be requested, additional documents and information pertaining to the expenditure of proceeds from each bond issue being annually reviewed.

3. Monitoring the services of the Rebate Service Provider.

4. Assuring payment of the required rebate amounts, if any, no later than sixty (60) days after each five (5) year anniversary of the issue date of the bonds, and no later than sixty (60) days after the last bond of each issue is redeemed.

5. During the construction period of each capital project financed in whole or in part by bonds, monitoring the investment and expenditure of bond proceeds and consulting with the Rebate Service Provider to determine compliance with the applicable exceptions with any arbitrage rebate requirements.

6. Retaining copies of all arbitrage reports and account statements as described below under "Record Keeping Requirements."

SECTION 16.06: USE OF BOND PROCEEDS AND BOND-FINANCED OR REFINANCED ASSETS

The Town, in the Tax Certificate and/or other documents finalized at or before the issuance of the bond, shall be responsible for the following tasks:

1. Monitoring the use of bond proceeds and the use of bond-financed or refinanced assets (*e.g.*, facilities, furnishing or equipment) throughout the term of the bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate.

2. Maintaining records identifying the capital assets or portion of capital assets that are financed or refinanced with proceeds of the bonds, including a final allocation of bond proceeds, as described below under Record Keeping Requirements.

3. Consulting with bond counsel and other legal counsel and advisors in the review of any contracts or arrangements involving private use of bond-financed or refinanced assets to ensure compliance with all covenants and restrictions s et forth in the Tax Certificate.

4. Maintaining records for any contracts or arrangements involving the use of bond- financed or refinanced assets, as described below under Record Keeping Requirements.

5. To the extent that the Town discovers that any applicable tax restrictions regarding use of the bond proceeds and bond-financed or refinanced assets may have or may be violated, consulting promptly with bond counsel and other legal advisors to determine a course of action to remediate all non-qualified bonds, if such counsel advises that a remedial action is necessary.

SECTION 16.07: RECORD KEEPING REQUIREMENT

The Town shall be responsible for maintaining the following documents for the term of the issuance of bonds (including refunding bonds, if any) plus at least three years.

1. A copy of the bond closing transcript(s) and other relevant documentation delivered to the Town at or in connection with closing of the issuance of bonds, including any elections made by the Town in connection therewith.

2. A copy of all material documents relating to capital expenditures financed or refinanced by bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, requisitions and payment records, draw requests for bond proceeds and evidence as to the amount and date for each draw down of bond proceeds, as well as documents relating to costs paid or reimbursed with bond proceeds and records identifying the asset or portion of assets that are financed or refinanced with bond proceeds, including a final allocation of bond proceeds.

3. A copy of all contracts and arrangements involving the use of bond-financed or refinanced assets.

4. A copy of all records of investments, investment agreements, arbitrage reports and underlying documents in connection with any investment agreements, and copies of all bidding documents, if any. [Paying agent account statements, bank statements for reserve funds, etc.]

The Town of Prosper Debt Post Issuance Policy was approved the 11th day of July, 2017.

Harlan Jefferson, Town Manager

TOWN OF PROSPER
ADMINISTRATIVE REGULATIONS

CHAPTER 16:C DEBT POST ISSUANCE POLICY

SECTION 16.01: PURPOSE AND OVERVIEW

The Town of Prosper will establish all necessary debt post issuance procedures to ensure compliance with all federal, state, contractual and covenant requirements.

SECTION 16.02: GENERAL PROCEDURES

A. The Tax Compliance Certificate

1. The Tax Compliance Certificate ("Tax Certificate") issued for each bond issue describing the requirements and provisions of the Code must be followed in order to maintain the tax-exempt status of the interest on such bonds.

2. The Tax Certificate will contain the reasonable expectations of the Town at the time of issuance of the related bonds with respect to the use of the gross proceeds of such bonds and the assets to be financed or refinanced with the proceeds thereof.

3. Procedures put in place by the Town supplement and support the covenants and representations made by the Town in the Tax Certificate related to specific issues of tax-exempt bonds. In order to comply with the covenants and representations set forth in the bond documents and in the Tax Certificate, the Town will monitor all Town bond issues using the post issuance compliance requirements.

B. State Compliance

The local government code and other state statutes contain various requirements related to filing a debt issuance for review by the attorney general and filing debt related information with the Comptroller of Public Accounts.

C. Federal- SEC Continuing Disclosure Requirements

The Securities and Exchange Commission has promulgated various requirements for underwriters of municipal debt requiring issuers to file specified continuing disclosures on an annual basis as well as event notices of a material nature within ten business days of the occurrence of the event. Specific financial and operating data to be included in the annual continuing disclosure filings are listed in each of the Town's Official Statements. It should be noted that once a disclosure is committed to in an official statement that requirement remains in effect until all debt from that specific official statements is retired even if less stringent requirements are included in future official statements.

SECTION 16.03: DESIGNATION OF RESPONSIBLE PERSON

The Finance Director shall maintain an inventory of bonds and assets financed which contain the pertinent data to satisfy the Town's monitoring responsibilities. Any transfer, sale or other disposition of bond-financed assets shall be reviewed and approved by the Town Council in accordance with state law, federal tax law and the Town's ordinances.

SECTION 16.04: EXTERNAL ADVISORS/DOCUMENTATION

The Town shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the issuance process to identify requirements and to establish procedures necessary

or appropriate so that the bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the bonds.

1. The Town also shall consult with bond counsel and other legal counsel and advisors as needed following issuance of the bonds to ensure that all applicable post-issuance requirements are met. This shall include, without limitation, consultation in connection with future long-term contracts with private parties for the use of bond- financed or refinanced assets.

2. The Town shall engage expert advisors (a "Rebate Service Provider") to assist in the calculation of the arbitrage rebate payable with respect to the investment of the bond proceeds, unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of bonds.

3. Unless otherwise provided by the resolution or other authorizing documents relating to the bonds, unexpended bond proceeds shall be held in a segregated bond account. The investment of bond proceeds shall be managed by the Town. The Town shall prepare regular, periodic statements regarding the investments and transactions involving bond proceeds.

SECTION 16.05: ARBITRAGE REBATE AND YIELD

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1. Engaging, by contract, the services of a Rebate Service Provider, procured in accordance with State law and Town ordinances.

2. Providing to the Rebate Service Provider, as may be requested, additional documents and information pertaining to the expenditure of proceeds from each bond issue being annually reviewed.

3. Monitoring the services of the Rebate Service Provider.

4. Assuring payment of the required rebate amounts, if any, no later than sixty (60) days after each five (5) year anniversary of the issue date of the bonds, and no later than sixty (60) days after the last bond of each issue is redeemed.

5. During the construction period of each capital project financed in whole or in part by bonds, monitoring the investment and expenditure of bond proceeds and consulting with the Rebate Service Provider to determine compliance with the applicable exceptions with any arbitrage rebate requirements.

6. Retaining copies of all arbitrage reports and account statements as described below under "Record Keeping Requirements."

SECTION 16.06: USE OF BOND PROCEEDS AND BOND-FINANCED OR REFINANCED ASSETS

The Town, in the Tax Certificate and/or other documents finalized at or before the issuance of the bond, shall be responsible for the following tasks:

1. Monitoring the use of bond proceeds and the use of bond-financed or refinanced assets (*e.g.*, facilities, furnishing or equipment) throughout the term of the bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate.

2. Maintaining records identifying the capital assets or portion of capital assets that are financed or refinanced with proceeds of the bonds, including a final allocation of bond proceeds, as described below under Record Keeping Requirements.

3. Consulting with bond counsel and other legal counsel and advisors in the review of any contracts or arrangements involving private use of bond-financed or refinanced assets to ensure compliance with all covenants and restrictions s et forth in the Tax Certificate.

4. Maintaining records for any contracts or arrangements involving the use of bond- financed or refinanced assets, as described below under Record Keeping Requirements.

5. To the extent that the Town discovers that any applicable tax restrictions regarding use of the bond proceeds and bond-financed or refinanced assets may have or may be violated, consulting promptly with bond counsel and other legal advisors to determine a course of action to remediate all non-qualified bonds, if such counsel advises that a remedial action is necessary.

SECTION 16.07: RECORD KEEPING REQUIREMENT

The Town shall be responsible for maintaining the following documents for the term of the issuance of bonds (including refunding bonds, if any) plus at least three years.

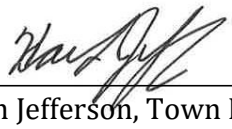
1. A copy of the bond closing transcript(s) and other relevant documentation delivered to the Town at or in connection with closing of the issuance of bonds, including any elections made by the Town in connection therewith.

2. A copy of all material documents relating to capital expenditures financed or refinanced by bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, requisitions and payment records, draw requests for bond proceeds and evidence as to the amount and date for each draw down of bond proceeds, as well as documents relating to costs paid or reimbursed with bond proceeds and records identifying the asset or portion of assets that are financed or refinanced with bond proceeds, including a final allocation of bond proceeds.

3. A copy of all contracts and arrangements involving the use of bond-financed or refinanced assets.

4. A copy of all records of investments, investment agreements, arbitrage reports and underlying documents in connection with any investment agreements, and copies of all bidding documents, if any. [Paying agent account statements, bank statements for reserve funds, etc.]

The Town of Prosper Debt Post Issuance Policy was approved the 11th day of July, 2017.



Harlan Jefferson, Town Manager

TOWN OF PROSPER
ADMINISTRATIVE REGULATIONS

CHAPTER 17:C FINANCIAL MANAGEMENT POLICY

SECTION 17.01: PURPOSE AND OVERVIEW

This policy is developed to help guide the Finance Department, and staff in financial management and budgeting matters. The overriding goal of the Financial Management Policy is to enable the Town to achieve a long-term stable and positive financial condition while accomplishing the Town's long-term strategic goals. All financial ~~conducting its~~ operations will be under the direction of the Town Manager, consistent with the council-manager form of government established in the Town Charter.

The rapid growth experienced by the Town produces both financial opportunities and challenges. Often many years of sustained growth must occur before major capital expenditures for new facilities and infrastructure are justified and affordable. Often by the time needed improvements are made growth has slowed and only a limited amount of new revenue is available. If property tax revenues are not reserved for those future improvements including related staffing increases, significant financial stress and the need for major tax rate increases will occur. ~~The purpose of the Financial Management Policy is to provide guidelines for the financial management staff in planning and directing the Town's day-to-day financial affairs and in developing recommendations to the Town Manager.~~

SECTION 17.02: SCOPE

The scope of the Town's Financial Management Policies spans accounting, auditing, financial reporting, internal controls, annual operating and multi-year capital budgeting, revenue management, cash management, expenditure control, and debt management.

SECTION 17.03: ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

A. Accounting

The Town's Accounting Manager is responsible for establishing and maintaining the chart of accounts, and for properly recording financial transactions.

B. Funds

Self-balancing groups of accounts are used to account for the Town's financial transactions in accordance with generally accepted accounting principles. Each fund is created for a specific purpose except for the General Fund, which is used to account for all transactions not accounted for in other funds. In essence, the General Fund is intended for governmental tax supported operations of the Town. Funds are created and fund names are changed by Town Council

Approved October 18, 2017
Revised & Approved October 7, 2020
Revised & Approved October 1, 2021
Revised & Council Approved July 26, 2022

approval through resolution either during the year or in the Town Council's approval of the annual operating budget ordinances. (See Fund Balance Policy)

C. External Auditing

At the close of each fiscal year, and at such other times as may be deemed necessary, the Town Council shall call for an independent audit to be made of all accounts of the Town. The auditors must be a certified public accounting firm capable of conducting the Town's audit in accordance with generally accepted auditing standards, generally accepted government auditing standards, and contractual requirements. No more than five (5) consecutive annual audits shall be completed by the same firm. The certified public accountant selected shall have no personal interest, directly or indirectly, in the financial affairs of the Town or any of its officers, be a member of the Government Audit Quality Center of the AICPA and have a minimum of ten other government audit and single audit clients.

The report of the audit, with the auditor's recommendations will be made to the Town Council. Upon completion of the audit, the Independent Auditor's Report and Annual Financial Report shall be published on the Town's website and copies of the audit placed on file in the office of the person performing the duties of Town Secretary, as public record. (See Town Charter Article VII, Section 7.18 Independent Audit)

D. External Financial Reporting

The Town will prepare and publish a Annual Comprehensive ~~Annual~~ Financial Report (ACFR). The ACFR~~Comprehensive Annual Financial Report~~ will be prepared in accordance with generally accepted accounting principles, and will be presented annually to the Government Finance Officers Association (GFOA) for evaluation and awarding of the Certification of Achievement for Excellence in Financial Reporting. The ACFR~~Comprehensive Annual Financial Report~~ will include the General Fund Budget and Actual information as a basic financial statement and therefore included in the audit opinion. It will be published and presented to Town Council within 180 days after the end of the fiscal year.

E. Internal Financial Reporting

The Finance Department will prepare internal financial reports sufficient for management to plan, monitor, and control the Town's financial affairs throughout the year.

SECTION 17.04: INTERNAL CONTROLS

A. Written Procedures

The Finance Director is responsible for developing town-wide written guidelines on accounting, cash handling, grant management, and other financial matters.

B. Department Directors Responsibilities

Each department director is responsible to the Town Manager to ensure that good internal controls are followed throughout his or her department, that all guidelines on accounting and internal controls are implemented, and that all independent auditor internal control recommendations are addressed.

SECTION 17.05: OPERATING BUDGET

A. Preparation

The Town's annual "Operating Budget" is ~~the Town's~~ legally adopted by ordinance and may only be amended by similar action~~annual financial operating plan~~. It consists of governmental and proprietary funds, including the general obligation and revenue supported Debt Service Fund, but excluding Capital Projects Funds which are adopted on a multi-year project basis. The budget is prepared by the Finance Department with the cooperation of all Town departments, ~~-~~and is submitted to the Town Manager who makes any necessary changes and transmits the document on or before the fifteenth (15th) day of August of the fiscal year to Town Council.

The proposed budget and all supporting schedules shall be filed with the ~~person performing~~ the ~~duties of~~ Town Secretary when submitted to the Town Council and shall be open to public inspection by anyone interested. Thereafter, the Town Council should enact the final budget prior to fiscal year end. The operating budget shall be submitted to the GFOA annually for evaluation and consideration of awarding the Award for Distinguished Budget Presentation.

B. Balanced Budget

The final adoption of the operating budget by the Town Council shall constitute the official appropriations as proposed by expenditures for the current year and shall constitute the basis of official levy of the property tax as the amount of tax to be assessed and collected for the corresponding tax year. Estimated recurring expenditures will not exceed proposed recurring revenue. Non-recurring expenditures may be funded from recurring revenues, non-recurring revenues or other sources or from ~~plus the~~ undesignated fund balance in excess of the contingency reserve. ~~from the previous fiscal year.~~ Unused appropriations may be transferred during the year by the Town Manager within the level of budgetary control to any item required for the same general purpose. Items ordered during the year but not yet received will be encumbered and carried over to the new year.

C. Budgetary Control

The level of budgetary control is the department level budget in the General Fund, Utility Fund, and the fund level in all other funds. Under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, the Town Council may, by the affirmative vote of a majority of the full membership of the Town Council, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by ordinance, and shall become an attachment to the original budget.

D. Tax Rate Management

The property tax rate is divided into two categories by state law: Maintenance & Operations (M & O) and Debt Service (also referred to as the Interest & Sinking Fund or I & S). Debt service tax rate is strictly limited to payment of principal and interest on general obligation debt. Maintenance and operations can be used for a wider range of purposes but is limited by state law regarding how much revenue may increase before triggering a mandatory election. For this reason, once reduced, it is very difficult to increase. Recognizing the need to manage its debt levels and to have adequate revenue capacity to staff and operate future facilities without requiring a tax rate increase the Town will determine annually how much of the M & O rate can be designated a "Capital Dedicated/Future Facility Staffing". This levy will be used to reduce needed debt issuance but will ultimately be available to transfer back to the General Fund once growth has slowed but new facilities are still being brought on-line.

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~~D.~~E. Contingency Reserve

Provisions shall be made in the annual budget maintaining a contingency reserve fund balance designation in an amount not less than twenty percent (20%) of the total general fund expenditures, to be used in case of unforeseen items of expenditure or revenue shortfalls. (See Town Charter Article VII, Section 7.08). It is also the goal of the Town to achieve and maintain an unassigned fund balance in the General Fund equal to five percent (5%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. These contingency reserves are further detailed in the Town's Fund Balance Policy.

~~E.~~F. Planning

The budget process will be coordinated in concert with the Town Council's major strategic planning objectives. A one-year budget is adopted each year and a four-year financial plan is presented to help manage the decisions made for the next fiscal year and the impact it has on future fiscal responsibilities.

~~F.~~G. Reporting

~~G.~~ Periodic financial reports will be prepared to enable the department directors to manage their budgets and to enable the Finance Department to monitor and control the budget as authorized by the Town Council. Summary financial reports will be presented to the Town Council each month. Such reports will include current year revenue and expenditures in comparison to budget and prior year actual revenues and expenditures. **Performance Measures and Productivity Indicators**

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Where appropriate, performance measures and productivity indicators will be used as guidelines and reviewed for efficiency and effectiveness. This information will be included in the annual budgeting processes.

SECTION 17.06: CAPITAL IMPROVEMENT PROGRAM

A. Preparation

The Town's Capital Improvement Program will include all capital projects. The Capital Improvement Program will be prepared annually to be a comprehensive five-year (5) capital program as an attachment to the annual budget.

B. Program Planning

The program as submitted shall include:

1. A clear general summary of its contents;

2. A list of all capital improvements which are proposed to be undertaken during the five (5) fiscal years succeeding the budget year, with appropriate supporting information as to the necessity for such improvements;

3. Cost estimates, method of financing, and recommended time schedules for each improvement; and

4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition. The Capital Improvement Program will be updated and presented to the Town Council, annually.

C. Alternate Resources

Where applicable, assessments, impact fees, or other user-based fees should be used to fund capital projects, which have a primary benefit to certain property owners.

D. Debt Financing

Recognizing that debt is usually a more expensive financing method, ~~A~~ alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives, which equal or exceed the average life of the debt issued. The exceptions to this requirement are the traditional costs of marketing and issuing the debt, capitalized labor for design and construction of capital projects, and small component parts, which are attached to major equipment purchases.

E. Reporting

Periodic financial reports will be prepared to enable the department managers to manage their capital budgets and to enable the Finance Department to monitor the capital budget as authorized by the Town Council.

SECTION 17.07: REVENUE MANAGEMENT

A. Simplicity

The Town will strive to keep the revenue system simple, which will result in a decrease of compliance costs for the taxpayer or service recipient and a corresponding decrease in avoidance to pay.

B. Administration

The benefits of revenue will exceed the cost of producing the revenue. The cost of collection will be reviewed annually for cost effectiveness. Where appropriate, the Town will use the administrative processes of state or federal collection agencies in order to reduce administrative costs.

C. Dedication of Revenues

Revenues will not be dedicated for specific purposes unless required by law or contractual provisions ~~generally accepted accounting practices (GAAP)~~. All non-restricted revenues will be deposited into the General Fund and appropriated by the budget process.

D. Financial Stability

Current revenues will fund current expenditures and one-time revenues will not be used for ongoing operations. Non-recurring revenues will be used only for non-recurring expenditures. Care will be taken not to use these revenues for budget balancing purposes.

E. Property Tax Revenues

Property shall be assessed at 100% of the fair market value as appraised by the Collin and Denton Appraisal Districts. Reappraisal and reassessment shall be done regularly, as required by state law.

All delinquent taxes will be pursued and turned over to a private attorney. A penalty will be assessed to compensate the attorney as allowed by state law, and in accordance with the attorney's contract.

F. User-Based Fees

For services associated with a user fee or a fee to offset charge, the direct and indirect costs of that service will be imposed. There will be a periodic review of fees and charges to ensure that fees provide adequate coverage of costs of services. User charges may be classified as "full cost recovery," "partial cost recovery," and "minimal cost recovery," based on Town Council policy.

G. Impact Fees

Impact fees are currently imposed for water, wastewater, and roadway in accordance with applicable Town ordinances and state law. Impact fees will be re-evaluated at least every five years, as required by law.

H. Utility Rates

The Town will review utility rates periodically, and if necessary, adopt new rates that will generate revenues required to fully cover operating expenses~~ditures~~, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs and debt service requirements. This policy does not preclude drawing down cash balance to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects.

I. Interest Income

Interest earned from investment of available cash resources, whether pooled or not, will be distributed to the funds in accordance with the average monthly cash balances.

J. Revenue Monitoring

Revenues actually received will be regularly compared to budgeted revenues and variances will be investigated. This process will be summarized in the appropriate budget report.

SECTION 17.08: EXPENDITURE CONTROL

A. Appropriations

The level of budgetary controls is explained in Section 17.05.C. Budgetary Control. When budget amendments between departments and/or funds are necessary, Town Council must approve these. Budget appropriation amendments at lower levels of control shall be made in accordance with the applicable administrative procedures.

B. Purchasing

All purchases shall be in accordance with the Town's Purchasing Policy.

C. Lapse of Appropriations

Every appropriation, except an appropriation for capital expenditures, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned. The purchase of any such appropriation shall be deemed abandoned if three (3) years pass without any disbursement form or encumbrance of the appropriation. Any funds not expended, disbursed or encumbered shall be deemed excess funds.

SECTION 17.09: ASSET MANAGEMENT

A. Investments

The Town's investment practices will be conducted in accordance with the Public Funds Investment Act (PFIA) and the Town Council approved Investment Policy and Strategy.

B. Cash Management

The Town's cash flow will be managed to maximize the cash available to invest.

C. Investment Performance

A quarterly report on investment performance will be provided by the Finance Director for presentation to the Town Council.

D. Fixed Assets and Inventory

These assets will be reasonably safeguarded and properly accounted for, and prudently insured.

SECTION 17.10: FINANCIAL CONDITION AND RESERVES

A. No Operating Deficits

Current expenditures will be paid with current revenues and prior year surplus. Deferrals, short-term loans, or one-time resources will be avoided as budget balance techniques. Reserves will be used only for emergencies or non-recurring expenditures.

B. Operating Reserves

In accordance with GASB-54, it is the policy of the Town to classify fund balances as Non-spendable, Restricted, Committed, Assigned, or Unassigned and develop policy for establishment and activity of each classification. See Fund Balance Policy that defines such categories.

C. Minimum Unassigned Fund Balance

It is the goal of the Town to achieve and maintain an unassigned fund balance in the General Fund equal to five percent (5%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. This amount is in addition to the twenty percent (20%) restricted fund balance amount required by the Town Charter.

D. Risk Management Program

The Town will aggressively pursue every opportunity to provide for the public's and Town employees' safety and to manage its risks.

E. Loss Financing

All reasonable options will be investigated to finance losses. Such options may include risk transfer, insurance, and risk retention.

F. Enterprise Fund Self-Sufficiency

The Town's enterprise funds' resources will be sufficient to fund operating and capital expenditures. The enterprise funds will pay (where applicable) their fair share of general and administrative expenses in lieu of property taxes and/or franchise fees. If an enterprise fund is temporarily unable to pay all expenses, then the Town Council may waive general and administrative expenses in lieu of property taxes and/or franchise fees until the fund is able to pay them.

G. Special Purpose Districts Cash Reserves

The Town has two Special Purpose Districts: Crime Control and Prevention Special Purpose District; and Fire Control, Prevention and Emergency Medical Services Special Purpose District. It is the desire of the Town to maintain a cash reserve balance equal to twenty-five thousand dollars in each of the Special Purpose Districts beginning in fiscal year 20-21 and future fiscal years.

H. Contingent Budget Measures

Economic downturns including recessions are inevitable even in a rapidly growing community. The dynamic economy of both Texas and Dallas Fort Worth metroplex and Prosper's location in the northern growth path make it likely that even recessions will be more a "pause" rather than a "stop". However, the town must ensure that a structurally balanced

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budget is maintained even if debt issuance and staffing additions must be paused until the economy recovers.

SECTION 17.11: DEBT MANAGEMENT

A. General

The Town's borrowing practices will be conducted in accordance with the Town Council approved Debt Management and Debt Post Issuance Policies.

B. Self-Supporting Debt

When appropriate, self-supporting revenues will pay debt services in lieu of tax revenues.

C. Analysis of Financing Alternatives

The Town will explore all financing alternatives in addition to long-term debt including leasing, grants and other aid, developer contributions, impact fees, and use of reserves.

D. Voter Authorization

The Town shall obtain voter authorization before issuing General Obligation Bonds as required by law. In general, voter authorization is not required for the issuance of Revenue Bonds and Certificates of Obligation.

SECTION 17.12: STAFFING AND TRAINING

A. Adequate Staffing

Staffing levels will be adequate for the fiscal functions of the Town to function effectively. Comparison of workload and staffing levels of comparison cities will be explored before adding staff.

B. Training

The Town will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, and sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

C. Awards, Credentials

The Town will support efforts and involvements which result in meeting standards and receiving exemplary recitations on behalf of any of the Town's fiscal policies, practices, processes, products, and personnel. Staff certifications may include Certified Public Accountant, Certified Management Accountant, Certified Internal Auditor, Certified Payroll Professional, Certified Government Finance Officer, Professional Public Buyer, Certified Cash Manager, PFIA investment training, and others as approved by the Town Manager upon recommendation of the Finance Director.

SECTION 17.13: GRANT MANAGEMENT

A. General

The Town's grant management practices will be conducted in accordance with the Town's Grant Management Policy.

The Town of Prosper Financial Management Policy was approved on the 1st of October, 2021.

_____
Harlan Jefferson, Town Manager

TOWN OF PROSPER
ADMINISTRATIVE REGULATIONS

CHAPTER 17:C FINANCIAL MANAGEMENT POLICY

SECTION 17.01: PURPOSE AND OVERVIEW

This policy is developed to help guide the Finance Department, and staff in financial management and budgeting matters. The overriding goal of the Financial Management Policy is to enable the Town to achieve a long-term stable and positive financial condition while accomplishing the Town's long-term strategic goals. All financial operations will be under the direction of the Town Manager, consistent with the council-manager form of government established in the Town Charter.

The rapid growth experienced by the Town produces both financial opportunities and challenges. Often many years of sustained growth must occur before major capital expenditures for new facilities and infrastructure are justified and affordable. Often by the time needed improvements are made growth has slowed and only a limited amount of new revenue is available. If property tax revenues are not reserved for those future improvements including related staffing increases, significant financial stress and the need for major tax rate increases will occur.

SECTION 17.02: SCOPE

The scope of the Town's Financial Management Policies spans accounting, auditing, financial reporting, internal controls, annual operating and multi-year capital budgeting, revenue management, cash management, expenditure control, and debt management.

SECTION 17.03: ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

A. Accounting

The Town's Accounting Manager is responsible for establishing and maintaining the chart of accounts, and for properly recording financial transactions.

B. Funds

Self-balancing groups of accounts are used to account for the Town's financial transactions in accordance with generally accepted accounting principles. Each fund is created for a specific purpose except for the General Fund, which is used to account for all transactions not accounted for in other funds. In essence, the General Fund is intended for governmental tax supported operations of the Town. Funds are created and fund names are changed by Town Council approval through resolution either during the year or in the Town Council's approval of the annual operating budget ordinances. (See Fund Balance Policy)

C. External Auditing

At the close of each fiscal year, and at such other times as may be deemed necessary, the Town Council shall call for an independent audit to be made of all accounts of the Town. The auditors must be a certified public accounting firm capable of conducting the Town's audit in accordance with generally accepted auditing standards, generally accepted government auditing standards, and contractual requirements. No more than five (5) consecutive annual audits shall be completed by the same firm. The certified public accountant selected shall have no personal interest, directly or indirectly, in the financial affairs of the Town or any of its officers, be a member of the Government Audit Quality Center of the AICPA and have a minimum of ten other government audit and single audit clients.

The report of the audit, with the auditor's recommendations will be made to the Town Council. Upon completion of the audit, the Independent Auditor's Report and Annual Financial Report shall be published on the Town's website and copies of the audit placed on file in the office of the person performing the duties of Town Secretary, as public record. (See Town Charter Article VII, Section 7.18 Independent Audit)

D. External Financial Reporting

The Town will prepare and publish a Annual Comprehensive Financial Report (ACFR). The ACFR will be prepared in accordance with generally accepted accounting principles, and will be presented annually to the Government Finance Officers Association (GFOA) for evaluation and awarding of the Certification of Achievement for Excellence in Financial Reporting. The ACFR will include the General Fund Budget and Actual information as a basic financial statement and therefore included in the audit opinion. It will be published and presented to Town Council within 180 days after the end of the fiscal year.

E. Internal Financial Reporting

The Finance Department will prepare internal financial reports sufficient for management to plan, monitor, and control the Town's financial affairs throughout the year.

SECTION 17.04: INTERNAL CONTROLS

A. Written Procedures

The Finance Director is responsible for developing town-wide written guidelines on accounting, cash handling, grant management, and other financial matters.

B. Department Directors Responsibilities

Each department director is responsible to the Town Manager to ensure that good internal controls are followed throughout his or her department, that all guidelines on accounting and internal controls are implemented, and that all independent auditor internal control recommendations are addressed.

SECTION 17.05: OPERATING BUDGET

A. Preparation

The Town's annual "Operating Budget" is legally adopted by ordinance and may only be amended by similar action. It consists of governmental and proprietary funds, including the general obligation and revenue supported Debt Service Fund, but excluding Capital Projects Funds which are adopted on a multi-year project basis . The budget is prepared by the Finance Department with the cooperation of all Town departments,and is submitted to the Town Manager who makes any necessary changes and transmits the document on or before the fifteenth (15th) day of August of the fiscal year to Town Council.

The proposed budget and all supporting schedules shall be filed with the the Town Secretary when submitted to the Town Council and shall be open to public inspection by anyone interested. Thereafter, the Town Council should enact the final budget prior to fiscal year end. The operating budget shall be submitted to the GFOA annually for evaluation and consideration of awarding the Award for Distinguished Budget Presentation.

B. Balanced Budget

The final adoption of the operating budget by the Town Council shall constitute the official appropriations as proposed by expenditures for the current year and shall constitute the basis of official levy of the property tax as the amount of tax to be assessed and collected for the corresponding tax year. Estimated recurring expenditures will not exceed proposed recurring revenue. Non-recurring expenditures may be funded from recurring revenues, non-recurring revenues or other sources or from undesignated fund balance in excess of the contingency reserve. Unused appropriations may be transferred during the year by the Town Manager within the level of budgetary control to any item required for the same general purpose. Items ordered during the year but not yet received will be encumbered and carried over to the new year,

C. Budgetary Control

The level of budgetary control is the department level budget in the General Fund, Utility Fund, and the fund level in all other funds. Under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, the Town Council may, by the affirmative vote of a majority of the full membership of the Town Council, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by ordinance, and shall become an attachment to the original budget.

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The property tax rate is divided into two categories by state law: Maintenance & Operations (M & O) and Debt Service (also referred to as the Interest & Sinking Fund or I & S). Debt service tax rate is strictly limited to payment of principal and interest on general obligation debt.

Maintenance and operations can be used for a wider range of purposes but is limited by state law regarding how much revenue may increase before triggering a mandatory election. For this reason, once reduced, it is very difficult to increase. Recognizing the need to manage its debt levels and to have adequate revenue capacity to staff and operate future facilities without requiring a tax rate increase the Town will determine annually how much of the M & O rate can be designated a "Capital Dedicated/Future Facility Staffing". This levy will be used to reduce needed debt issuance but will ultimately be available to transfer back to the General Fund once growth has slowed but new facilities are still being brought on-line.

E. Contingency Reserve

Provisions shall be made in the annual budget maintaining a contingency reserve fund balance designation in an amount not less than twenty percent (20%) of the total general fund expenditures, to be used in case of unforeseen items of expenditure or revenue shortfalls. (See Town Charter Article VII, Section 7.08). It is also the goal of the Town to achieve and maintain an unassigned fund balance in the General Fund equal to five percent (5%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. These contingency reserves are further detailed in the Town's Fund Balance Policy.

F. Planning

The budget process will be coordinated in concert with the Town Council's major strategic planning objectives. A one-year budget is adopted each year and a four-year financial plan is presented to help manage the decisions made for the next fiscal year and the impact it has on future fiscal responsibilities.

G. Reporting

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Where appropriate, performance measures and productivity indicators will be used as guidelines and reviewed for efficiency and effectiveness. This information will be included in the annual budgeting processes.

SECTION 17.06: CAPITAL IMPROVEMENT PROGRAM

A. Preparation

The Town's Capital Improvement Program will include all capital projects. The Capital Improvement Program will be prepared annually to be a comprehensive five-year (5) capital program as an attachment to the annual budget.

B. Program Planning

The program as submitted shall include:

1. A clear general summary of its contents;

2. A list of all capital improvements which are proposed to be undertaken during the five (5) fiscal years succeeding the budget year, with appropriate supporting information as to the necessity for such improvements;

3. Cost estimates, method of financing, and recommended time schedules for each improvement; and

4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

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E. Reporting

Periodic financial reports will be prepared to enable the department managers to manage their capital budgets and to enable the Finance Department to monitor the capital budget as authorized by the Town Council.

SECTION 17.07: REVENUE MANAGEMENT

A. Simplicity

The Town will strive to keep the revenue system simple, which will result in a decrease of compliance costs for the taxpayer or service recipient and a corresponding decrease in avoidance to pay.

B. Administration

The benefits of revenue will exceed the cost of producing the revenue. The cost of collection will be reviewed annually for cost effectiveness. Where appropriate, the Town will use the administrative processes of state or federal collection agencies in order to reduce administrative costs.

C. Dedication of Revenues

Revenues will not be dedicated for specific purposes unless required by law or contractual provisions.. All non-restricted revenues will be deposited into the General Fund and appropriated by the budget process.

D. Financial Stability

Current revenues will fund current expenditures and one-time revenues will not be used for ongoing operations. Non-recurring revenues will be used only for non-recurring expenditures. Care will be taken not to use these revenues for budget balancing purposes.

E. Property Tax Revenues

Property shall be assessed at 100% of the fair market value as appraised by the Collin and Denton Appraisal Districts. Reappraisal and reassessment shall be done regularly, as required by state law.

All delinquent taxes will be pursued and turned over to a private attorney. A penalty will be assessed to compensate the attorney as allowed by state law, and in accordance with the attorney's contract.

F. User-Based Fees

For services associated with a user fee or a fee to offset charge, the direct and indirect costs of that service will be imposed. There will be a periodic review of fees and charges to ensure that fees provide adequate coverage of costs of services. User charges may be classified as "full cost recovery," "partial cost recovery," and "minimal cost recovery," based on Town Council policy.

G. Impact Fees

Impact fees are currently imposed for water, wastewater, and roadway in accordance with applicable Town ordinances and state law. Impact fees will be re-evaluated at least every five years, as required by law.

H. Utility Rates

The Town will review utility rates periodically, and if necessary, adopt new rates that will generate revenues required to fully cover operating expenses, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs and debt service requirements. This policy does not preclude drawing down cash balance to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects.

I. Interest Income

Interest earned from investment of available cash resources, whether pooled or not, will be distributed to the funds in accordance with the average monthly cash balances.

J. Revenue Monitoring

Revenues actually received will be regularly compared to budgeted revenues and variances will be investigated. This process will be summarized in the appropriate budget report.

SECTION 17.08: EXPENDITURE CONTROL

A. Appropriations

The level of budgetary controls is explained in Section 17.05.C. Budgetary Control. When budget amendments between departments and/or funds are necessary, Town Council must approve these. Budget appropriation amendments at lower levels of control shall be made in accordance with the applicable administrative procedures.

B. Purchasing

All purchases shall be in accordance with the Town's Purchasing Policy.

C. Lapse of Appropriations

Every appropriation, except an appropriation for capital expenditures, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for

a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned. The purchase of any such appropriation shall be deemed abandoned if three (3) years pass without any disbursement form or encumbrance of the appropriation. Any funds not expended, disbursed or encumbered shall be deemed excess funds.

SECTION 17.09: ASSET MANAGEMENT

A. Investments

The Town's investment practices will be conducted in accordance with the Public Funds Investment Act (PFIA) and the Town Council approved Investment Policy and Strategy.

B. Cash Management

The Town's cash flow will be managed to maximize the cash available to invest.

C. Investment Performance

A quarterly report on investment performance will be provided by the Finance Director for presentation to the Town Council.

D. Fixed Assets and Inventory

These assets will be reasonably safeguarded and properly accounted for, and prudently insured.

SECTION 17.10: FINANCIAL CONDITION AND RESERVES

A. No Operating Deficits

Current expenditures will be paid with current revenues and prior year surplus. Deferrals, short-term loans, or one-time resources will be avoided as budget balance techniques. Reserves will be used only for emergencies or non-recurring expenditures.

B. Operating Reserves

In accordance with GASB-54, it is the policy of the Town to classify fund balances as Non-spendable, Restricted, Committed, Assigned, or Unassigned and develop policy for establishment and activity of each classification. See Fund Balance Policy that defines such categories.

C. Minimum Unassigned Fund Balance

It is the goal of the Town to achieve and maintain an unassigned fund balance in the General Fund equal to five percent (5%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. This amount is in addition to the twenty percent (20%) restricted fund balance amount required by the Town Charter.

D. Risk Management Program

The Town will aggressively pursue every opportunity to provide for the public's and Town employees' safety and to manage its risks.

E. Loss Financing

All reasonable options will be investigated to finance losses. Such options may include risk transfer, insurance, and risk retention.

F. Enterprise Fund Self-Sufficiency

The Town's enterprise funds' resources will be sufficient to fund operating and capital expenditures. The enterprise funds will pay (where applicable) their fair share of general and administrative expenses in lieu of property taxes and/or franchise fees. If an enterprise fund is temporarily unable to pay all expenses, then the Town Council may waive general and administrative expenses in lieu of property taxes and/or franchise fees until the fund is able to pay them.

G. Special Purpose Districts Cash Reserves

The Town has two Special Purpose Districts: Crime Control and Prevention Special Purpose District; and Fire Control, Prevention and Emergency Medical Services Special Purpose District. It is the desire of the Town to maintain a cash reserve balance equal to twenty-five thousand dollars in each of the Special Purpose Districts beginning in fiscal year 20-21 and future fiscal years.

H. Contingent Budget Measures

Economic downturns including recessions are inevitable even in a rapidly growing community. The dynamic economy of both Texas and Dallas Fort Worth metroplex and Prosper's location in the northern growth path make it likely that even recessions will be more a "pause" rather than a "stop". However, the town must ensure that a structurally balanced budget is maintained even if debt issuance and staffing additions must be paused until the economy recovers.

SECTION 17.11: DEBT MANAGEMENT

A. General

The Town's borrowing practices will be conducted in accordance with the Town Council approved Debt Management and Debt Post Issuance Policies.

B. Self-Supporting Debt

When appropriate, self-supporting revenues will pay debt services in lieu of tax revenues.

C. Analysis of Financing Alternatives

The Town will explore all financing alternatives in addition to long-term debt including leasing, grants and other aid, developer contributions, impact fees, and use of reserves.

D. Voter Authorization

The Town shall obtain voter authorization before issuing General Obligation Bonds as required by law. In general, voter authorization is not required for the issuance of Revenue Bonds and Certificates of Obligation.

SECTION 17.12: STAFFING AND TRAINING

A. Adequate Staffing

Staffing levels will be adequate for the fiscal functions of the Town to function effectively. Comparison of workload and staffing levels of comparison cities will be explored before adding staff.

B. Training

The Town will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, and sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

C. Awards, Credentials

The Town will support efforts and involvements which result in meeting standards and receiving exemplary recitations on behalf of any of the Town's fiscal policies, practices, processes, products, and personnel. Staff certifications may include Certified Public Accountant, Certified Management Accountant, Certified Internal Auditor, Certified Payroll Professional, Certified Government Finance Officer, Professional Public Buyer, Certified Cash Manager, PFIA investment training, and others as approved by the Town Manager upon recommendation of the Finance Director.

SECTION 17.13: GRANT MANAGEMENT

A. General

The Town's grant management practices will be conducted in accordance with the Town's Grant Management Policy.

The Town of Prosper Financial Management Policy was approved on the 1st of October, 2021.

Harlan Jefferson, Town Manager

TOWN OF PROSPER

Prosper is a place where everyone matters.

ENGINEERING SERVICES

To: **Mayor and Town Council**

From: **Hulon T. Webb, Jr., P.E., Interim Executive Director of Development and Infrastructure Services**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the FM 1461 12-inch Water Line Relocation project.

Description of Agenda Item:

The project involves replacement of approximately 15,700 linear feet of 12-inch water line ahead of the Texas Department of Transportation (TxDOT) widening of FM 1461 (Frontier Parkway) between Preston Road (SH 289) and Custer Road (FM 2478) from a 2-lane asphalt road to 4 lanes divided (ultimate 6 lanes). The Town has a 12-inch water line adjacent to the existing right-of-way for the majority of the project limits, and since the proposed roadway widening project will be over or near the existing water line, TxDOT is requiring the water line be relocated outside the limits of the roadway paving.

The design will provide the construction plans necessary for the relocation of the existing water line to avoid conflicts and maintenance issues with the proposed roadway. Where feasible, the water line will be relocated outside of the proposed new right-of-way limits of the roadway within new easements. If a new easement is not feasible, the water line will be located out of the paving limits just inside the roadway right-of-way.

Freese and Nichols, Inc., has successfully completed the design of several projects for the Town of Prosper including the Lower Pressure Plane Water Line project, and the Custer Road (FM 2478) Water Line Relocation project.

Budget Impact:

Cost for the design work is $399,900 and will be funded from Account No. 760-5410-10-00-2114-WA. It is anticipated that roughly 72% of the design and construction costs will be considered reimbursable through TxDOT's Standard Utility Agreement. That agreement will be presented to the Town Council for consideration once the design plans are complete and TxDOT has completed the review and approved the eligible expenses and eligibility ratio for reimbursement costs to the Town.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Professional Engineering Services Agreement as to form and legality.

Attached Documents:

1. Professional Engineering Service Agreement
2. Location Map
3. TxDOT Letter

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the FM 1461 12-inch Water Line Relocation project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the FM 1461 12-inch Water Line Relocation project.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE FM 1461 12-INCH WATER LINE RELOCATION PROJECT (2114-WA)**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Freese and Nichols, Inc.**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the FM 1461 12-inch Water Line Relocation **Project (2114-WA)**, hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant**. Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Three Hundred Ninety-Nine Thousand Nine Hundred Dollars ($399,900) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant

within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents**. Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel**. If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance**. Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification**. **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.**

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

10. **Notices**. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

Freese and Nichols, Inc.	Town of Prosper
Clayton Barnard, P.E., Principal	Harlan Jefferson, Town Manager
5805 Main Street, Suite B	PO Box 307
Frisco, TX 75034	Prosper, TX 75078
clayton.barnard@freese.com	hjefferson@prospertx.gov

11. **Termination**. The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement**. This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation**. Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction**. This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

16. **Venue**. The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

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

18. **Prevailing Party**. In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled

to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

19. "**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 Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. **Signatories**. Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

FREESE AND NICHOLS, INC.	**TOWN OF PROSPER, TEXAS**
By: Clayton C Barnard Signature	By: _____ Signature
Clayton Barnard, PE Printed Name	Harlan Jefferson Printed Name
Principal/Vice President Title	Town Manager Title
July 8, 2022 Date	_____ Date

EXHIBIT A
SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE FM 1461 12-INCH WATER LINE RELOCATION PROJECT (2114-WA)

I. PROJECT DESCRIPTION

The widening of Frontier Parkway (FM 1461) is currently under design between Preston Road (SH 289) to Custer Road (FM 2478). The Town has an existing 12-inch water line adjacent and outside of existing right-of-way, approximately 15,700 linear feet. Most of the water line is located within Town of Prosper easements. The proposed roadway will be over or near the existing water line for most of the project. This project will relocate the existing water line to avoid conflict with the proposed roadway. Where feasible the water line will be relocated outside the proposed right-of-way within new easements. If a new easement is not feasible the water line will be located within TxDOT right-of-way.

The project will require TxDOT coordination, a conceptual design that determines the alignment and easement needs of the project and final design that will include both preliminary and final design submittals. The project will continue through bid and construction phase services. This scope of services is based upon the preparation of one set of construction contract documents (plans and specifications) for the project.

II. TASK SUMMARY

BASIC SERVICES

A. GENERAL & PROJECT MANAGEMENT - Consultant shall provide project management services for the project. The following services shall be provided.

1. Manage and coordinate the efforts of all involved in the project, including internal design team, the sub-consultants, the Town Staff, and the franchise utilities. Provide oversight of the schedule during the survey, land acquisition, and engineering process, to attempt to maintain the Town's desired schedule.

2. Prepare monthly reporting including status report, recent activities, upcoming activities, schedule updates and scope changes. Prepare monthly invoices.

3. Coordination with the franchise utilities that are impacted by the proposed improvements.

B. TASK 1 – CONCEPTUAL DESIGN

1. Conduct one (1) meeting with Town to confirm the goals, schedule, and deliverables for the project.

2. Obtain and review all available data for the proposed water line route and existing water line route and easements.

3. Prepare letters of permission for access to private properties for surveying. These letters are to be put on the Town of Prosper letterhead and sent to the appropriate landowners.

4. Develop an alignment for the proposed water line. Route will be selected to avoid or minimize impacts

to areas that may cause schedule delays or higher costs due to environmental, permitting, easement or engineering issues.

5. Conduct field review, with representatives of the Town, of the project corridor to ensure avoidance or minimization of environmental, permitting, and engineering issues and determine presence of any additional constraints.

6. Attend Town's Utility coordination meeting to coordination with franchise utilities that are impacted by the proposed improvements. Incorporate any proposed utility relocations into the water line plans.

7. Prepare a conceptual layout consisting of a horizontal roll plot illustrating the proposed alignment of the 12-inch Water Line. A pdf file of the roll plot will be submitted to the Town for review. The roll plot will utilize information provided by TxDOT, franchise utilities and topographical design survey. Survey to be completed in accordance with the Special Services.

8. Submit the Engineer's probable cost opinion for the recommended water line alignment and recommendations.

9. Meet with the Town of Prosper to review the recommended alignment. Update the roll plot water line alignment based on Town comments and incorporate a proposed profile for Town review.

C. TASK 2 – FINAL DESIGN – Upon approval of the Conceptual Design, CONSULTANT will proceed toward Final Design as follows.

1. CONSULTANT will prepare a 60% design submittal using available TxDOT, Franchise Utility, Survey, and SUE data. The submittal will include electronic set of half size (11"x17") construction drawings, updated schedules and updated opinion of probable construction cost. These items will be submitted to the Town at the 60% submittal date. In addition, the submittals will include electronic copies of the construction drawings in pdf format. Typical sheets used in the project will be:

    a. Cover Sheet
    b. General Notes
    c. Project layout control
    d. Plan and Profile sheets
    e. Details

2. Prepare a table of contents for anticipated technical specification sections.

3. Update the opinion of probable construction costs developed during the Preliminary Design Phase based on new information obtained during the 60% Design Phase.

4. Upon receipt of the Town's comments on the 60% submittals, one (1) review meeting will be held to discuss the review comments and recommendations based on the 60% plans.

5. Once the 60% comments have been received from the Town, CONSULTANT will prepare 90% documents. The submittal will include electronic set of half size (11"x17") construction drawings, technical specifications, bid proposal, updated schedule and updated opinion of probable construction cost. In addition, the submittals will include electronic copies of the construction drawings in pdf format.

6. Upon receipt of the Town's comments on the 90% submittal, one (1) review meeting will be held to discuss the review comments and recommendations based on the 90% plans.

7. Once the 90% comments have been received from the Town, CONSULTANT will prepare 100% documents. The submittals will include electronic set of half size (11"x17") construction drawings, technical specifications, bid proposal, updated schedule and updated opinion of probable construction cost. In addition, the submittal will include electronic copies of the construction drawings in pdf format.

8. Upon receipt of the Town's comments on the 100% submittal, one (1) review meeting will be held to discuss the review comments and recommendations based on the 100% plans.

9. Once the 100% comments have been received from the Town, CONSULTANT will prepare "final" documents. Provide "final" plans, specifications, and bid proposals for construction contracts to complete this project and in accordance with the Town's bidding procedures. Updated electronic set of half size (11"x17") construction drawings, technical specifications, bid proposal and opinion of probable construction costs will be provide to the OWNER during the bidding process. In addition, the submittal will include electronic copies of the construction drawings in pdf and dwg format.

D. TASK 3 - BID PHASE - Upon completion of the design services and approval of "Final" drawings and specifications by Town, Consultant will proceed with the performance of services in this phase as follows:

1. Assist Town by responding to questions and interpreting bid documents. Assist in issuing addenda to the bid documents to plan holders if necessary.

2. Attend a pre-bid conference for the construction project and coordinate responses with Town. Response to the pre-bid conference will be in the form of addenda issued after the conference, if necessary.

3. Assist Town in the preparation of Construction Contract Documents for construction contracts.

E. TASK 4 - CONSTRUCTION PHASE - Upon completion of the bid phase services, Consultant will proceed with the performance of construction phase services as described below. Consultant will endeavor to protect the Town in providing these services. However, it is understood that Consultant does not guarantee the Contractor's performance, nor is Consultant responsible for supervision of the Contractor's operation and employees. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. Consultant shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist Town in conducting pre-construction conference with the Contractor.

2. Interpret the drawings and specifications for the Town and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by the Town, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an Additional Service.

3. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Consultant shall provide electronic files in PDF and a DWG copy of the Record Drawings to the Town in accordance with the Town's spatial submission requirements.

SPECIAL SERVICES

A. TASK 5 - TxDOT COORDINATION:

1. Participate in informal meetings with Town of Prosper and TxDOT throughout the design phase to review progress and exchange ideas and information. Eight (8) meetings are included within this scope.

2. For Utility Installation Request (UIR):

    a. Prepare the TxDOT initial Utility Installation Request package. Provide Town with TxDOT submittal plans.

    b. Prepare one (1) "Final" SEALED set of documents to TxDOT that will be used for the utility authorization permit needed for construction within TxDOT right of way (different set of plans from the reimbursement package).

3. For the Standard Utility Agreement (Reimbursement Package):

    a. Prepare the TxDOT initial reimbursement package including one (1) color coded set of drawings per TxDOT requirements.

    b. Upon receipt of TxDOT comments on the initial reimbursement package, one (1) review meeting with TxDOT will be held to discuss review comments and recommendations based on the initial reimbursement package.

    c. Once comments on initial reimburse package comments have been received from TxDOT, prepare the TxDOT final reimbursement package including one (1) "Final" SEALED drawings for the reimbursable package submittal to TxDOT, which will be color coded per TxDOT requirements.

4. Any additional submittals to TxDOT for the reimbursement package or the utility permit will be performed as an Additional Service. Any permit or application fees will be the responsibility of the OWNER.

B. TASK 6 – EASEMENT RESEARCH - Upon written notice to proceed, CONSULTANT shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following services shall be provided:

1. Research properties and obtain copies of the existing Town of Prosper easements within the project area.

2. Provide digital copies of the existing easements and written Abstractor Certificate to confirm that all easements of record have been searched on each property (36 properties).

C. TASK 7 – BOUNDARY SURVEY - Upon written notice to proceed, CONSULTANT shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following services shall be provided.

1. Research current property owners and obtain copies of subdivision plats and ownership deed within the project area.

2. Locate existing property corners and right-of-way corners to establish property lines, existing and proposed FM 1461 rights-of-way and easement lines.

3. Update TxDOT boundary files to address new deeds, plats and property owners from the time the TxDOT project was surveyed.

4. Provide a digital property map in AutoCAD format showing property lines, rights-of-way lines, easements and ownership with recording information, digital copies in pdf format of plats and ownership deeds, an ASCII point file, and a written Abstractor Certificate to confirm that all documents of record have been searched on each property (36 properties).

D. TASK 8 - TOPOGRAPHICAL SURVEY - Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided.

1. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and scaled to surface using the Texas Department of Transportation grid to surface factor for Collin County (1.000152710). the vertical values will be based on GPS derived ellipsoid heights and adjusted to North American Vertical Datum of 1988 (NAVD88) elevations using Geoid 12B. Control Points will also be tied into the Town of Prosper Geodetic Control Network.

2. Gather topographical survey from the south edge of pavement of FM 1461 to 20 feet past the proposed TxDOT right-of-way line, from the centerline of Preston Road (SH 289) to the centerline of Custer Road (FM 2478), to include pavement edges, curb and gutter, buildings driveways, culverts, fences and gates, signs, mailboxes, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features.

3. Request Texas 811 Ticket and mark utilities as marked by others.

4. Coordinate with the Town of Prosper to have Town utilities marked and survey the location of the Town utilities.

5. Provide a digital design survey drawing in AutoCAD format showing visible surface features located, an ASCII point file and a copy of field notes and field sketches.

E. TASK 9 - EASEMENT DOCUMENTS: – Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform easement document services for the project. The following shall be provided.

1. Prepare up to twelve (12) parcel exhibits with legal descriptions for easements, signed and sealed by a Registered Professional Land Surveyor.

F. TASK 10 - SUBSURFACE UTILITY ENGINEERING (SUE): - Consultant shall retain (as a subconsultant) and monitor subsurface utility engineering (SUE) services. SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data).

1. As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

    a. Quality Level D (QL "D") – Information derived from existing records.

    b. Quality Level C (QL"C") – QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).

    c. Quality Level B (QL "B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.

    d. Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

2. For this project, QL's "B" and "A" SUE, as previously defined, will be provided. The QL "B" will be within the areas of Preston Road (SH 289), Coit Road, and Custer Road (FM 2478) rights-of ways.

3. The QL "A" will consist of up to eight (8) test holes, along the proposed water line alignment.

4. Consultant and Sub-consultant will attempt to place the test holes outside the paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.) these services will be additional to the contract.

G. TASK 11 - ENVIRONMENTAL SERVICES: – Consultant will render the following professional environmental services in connection with the project.

Compile existing information and conduct site visit

1. Prior to making a field visit, obtain information for the vicinity such as soils maps, National Wetland Inventory maps, topographic maps, floodplain maps, and other readily available, pertinent data. This information will be evaluated to guide the field survey described below. Consultant's scientists will conduct a pedestrian survey of the route to identify environmental issues. This investigation will include the following:

    i. Identification of "waters of the U.S." as defined by U.S. Army Corps Engineers' regulations. These waters of the U.S. are regulated by the USACE and require a permit for activities conducted within the jurisdictional boundaries. The presence of jurisdictional waters such as ephemeral, intermittent, or perennial streams; wetlands; or other open waters will be documented. This scope does not include a full wetland delineation.
    ii. The presence of potential habitat for any federally listed threatened or endangered species

will be determined.

iii. Readily observable evidence of any obvious environmental contamination such as stained soils, sheens on water, etc. will be noted.

Section 404 Permitting

1. Consultant will prepare a technical memorandum that will include a description of field observations described above; an opinion of whether or not jurisdictional waters are present, and if so, the type(s) of waters; an estimate of the area of impact to waters of the U.S.; and a discussion of potential USACE 404 permit options.

2. This scope assumes that the proposed pipeline can be designed and located to meet the terms and conditions of Nationwide Permit (NWP) 58, *Water and Other Substances,* without requiring the submittal of a pre-construction notification (PCN) to the USACE. In the event a PCN is required, consultant can prepare PCN as an additional service.

3. All permit conditions and requirements will be included in the construction contract documents, and the construction contractor will be required to abide by these during construction.

4. Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, coordination with THC will be required. CONSULTANT will prepare a letter to the THC describing the project and requesting their review. In the event that the THC requires an archeological survey, with the Town's approval, CONSULTANT will retain and coordinate the services of a qualified professional archeologist to obtain the required Texas Antiquities Permit, perform the survey, and prepare a survey report as an additional service.

5. Consultant will coordinate with the Project Team (Client and Design Team) to attend the kickoff meeting, discuss the findings of the site visit, potential ways to avoid PCN triggers, and comments to the draft technical memorandum.

Section 404 Mitigation Plan

1. Consultant assumes that mitigation plan services will not be required since no PCN is required. If these are required, they will be considered additional services, and will be negotiated between Consultant and the Town if requested by the Town.

ADDITIONAL SERVICES: Additional Services to be performed by Consultant, if authorized by the Town, which are not included in the above described scope of services, are described as follows:

A. Field layouts or the furnishing of construction line and grade surveys.

B. Mitigation planning required by the USACOE 404 permit.

C. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work.

D. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the Town.

E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

F. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

G. Preparing Operation and Maintenance Manuals or conducting operator training.

H. Assisting the Town in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

I. Performing investigations, studies, and analysis of substitutions of equipment and/or materials or deviations from the drawings and specifications.

J. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.

K. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.

L. Services required to resolve bid protests or to rebid the projects for any reason.

M. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.

N. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

O. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of Consultant.

P. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.

Q. Provide follow-up professional services during Contractor's warranty period.

R. Furnishing the services of a Resident Project Representative to act as the Town’s on-site representative during the Construction Phase.

S. Detailed settlement studies or other engineering issues resulting from soft soil conditions or other unexpected site conditions.

T. Cathodic control design and construction consisting of field evaluations, engineering analysis and construction services.

U. Providing easement acquisition services.

III. DELIVERABLES

Task 1 & 2 – Conceptual & Final Design	Provide Conceptual and Final design plans and specifications for the 12-inch water line along Frontier Parkway (FM 1461).
Task 3 – Bid Phase	Assist the Town in securing bids and issuing construction plans and specifications for the design of the project.
Task 4 – Construction Phase	Provide limited general construction representative services throughout the construction of the project. Provide PDF and DWG Record Drawings.
Task 5 – TxDOT Coordination	Prepare two (2) separate drawings to be submitted to TxDOT for their review: One set of plans will be used for a reimbursement submittal and the other set will be a Utility Installation Request
Task 6 – Easement Research	Provide all Plats and Easement Documents dedicated to the Town within the proposed TxDOT ROW to be included in TxDOT reimbursement package.
Task 7 – Boundary Survey	Confirm TxDOT Boundary Survey is accurate and complete and prepare written Easements where necessary.
Task 8 – Topographical Survey	AutoCAD file with horizontal and vertical control points, property lines, existing easements, existing utilities and 1-foot contours.
Task 9 – Easement Documents	Exhibits and legal descriptions for the proposed permanent and temporary easements for the pipeline.
Task 10 – Subsurface Utility Engineering (SUE)	AutoCAD file with horizontal locations of Level B locations and vertical elevation of Level A locations.
Task 11 – Environmental Services	Technical memorandum documenting the conclusions and recommendations of the environmental permitting evaluation.

EXHIBIT B
COMPENSATION SCHEDULE

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE FM 1461 12-INCH WATER LINE RELOCATION PROJECT (2114-WA)

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	August 2022	
Task 1 - Conceptual Design	November 2022	$48,700
Task 2 - Final Design	May 2023	$127,850
Task 3 - Bid Phase	July 2023	$7,750
Task 4 - Construction Phase	June 2025	$16,900
Task 5 - TxDOT Coordination	May 2023	$31,550
Task 6 - Easement Research	September 2022	$8,850
Task 7 - Boundary Survey	October 2022	$23,300
Task 8 - Topographical Survey	October 2022	$81,400
Task 9 - Easement Documents	February 2023	$12,000
Task 10 - Subsurface Utility Engineering (SUE)	February 2023	$28,250
Task 11 - Environmental Services	February 2023	$13,350
Total Compensation		**$399,900**

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 - Conceptual Design	$48,700
Task 2 - Final Design	$127,850
Task 3 - Bid Phase	$7,750
Task 4 - Construction Phase	$16,900
Total Basic Services:	**$201,200**

Special Services (Hourly Not-to-Exceed)	Amount
Task 5 - TxDOT Coordination	$31,550
Task 6 - Easement Research	$8,850
Task 7 - Boundary Survey	$23,300
Task 8 - Topographical Survey	$81,400
Task 9 - Easement Documents	$12,000
Task 10 - Subsurface Utility Engineering (SUE)	$28,250
Task 11 - Environmental Services	$13,350
Total Special Services:	**$198,700**

Direct Expenses	Amount
None	$0
Total Direct Expenses:	**$0**

EXHIBIT B
COMPENSATION/PRICING SCHEDULE

COMPENSATION ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred One Thousand Two Hundred Dollars ($201,200).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Ninety Eight Thousand Seven Hundred Dollars ($198,700).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate
Professional 1	134
Professional 2	161
Professional 3	184
Professional 4	210
Professional 5	246
Professional 6	281
Construction Manager 1	107
Construction Manager 2	139
Construction Manager 3	164
Construction Manager 4	203
CAD Technician/Designer 1	113
CAD Technician/Designer 2	148
CAD Technician/Designer 3	180
Corporate Project Support 1	109
Corporate Project Support 2	131
Corporate Project Support 3	174
Intern / Coop	66
Senior Advisor	175

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$200
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$100
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2021.

502 2021

EXHIBIT C
INSURANCE REQUIREMENTS

Service provider 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 borne by the service provider. 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.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.

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

3. 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.

4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: $500,000 per occurrence /$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

   a. Premises / Operations

   b. Broad Form Contractual Liability

   c. Products and Completed Operations

   d. Personal Injury

   e. Broad Form Property Damage

2. 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 each accident, $300,000 Disease- Policy Limit, and $100,000 Disease- Each Employee.

3. Automobile Liability: $500,000 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.

4. Professional Liability aka Errors and Omissions: $500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

   a. 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 provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

   b. The provider'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 provider's insurance and shall not contribute with it.

   c. 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.

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

2. 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 provider for the Town.

3. 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.

4. Professional Liability and / or Errors and Omissions:

   "Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. 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.

F. VERIFICATION OF COVERAGE

Service Provider shall provide the Town with certificates of insurance indicating the coverages 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.

Certificate holder to be listed as follows:

Town of Prosper
P.O. Box 307
Prosper, TX 75078

EXHIBIT D
CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE FM 1461 12-INCH WATER LINE RELOCATION PROJECT (2114-WA)

THE STATE OF TEXAS §
§
COUNTY OF _____ §

I, _____, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of $25,000.00 or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed 10% of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least $25,000.00.

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.

_____ Other: _____.

_____ None of the Above.

Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this _____ day of _____, 20____.

_____
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 20_____.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity — Date

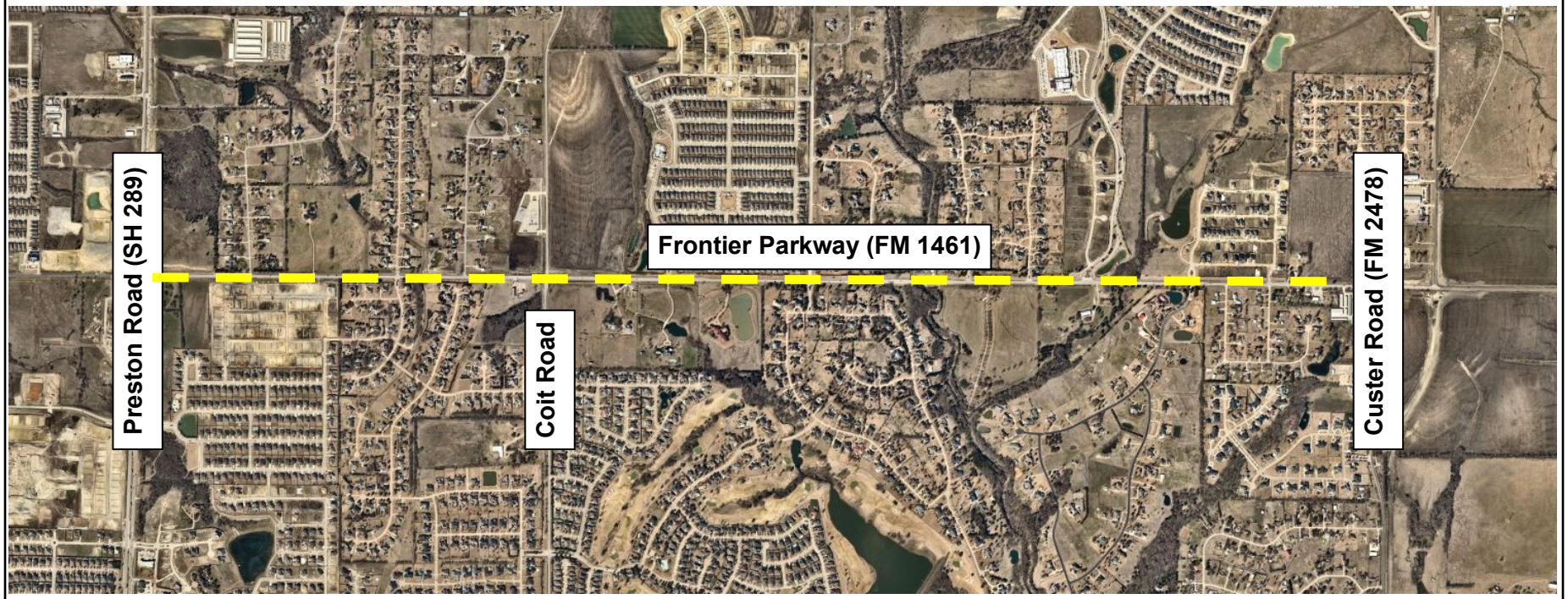
Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 11/30/2015

LOCATION MAP

Water Line Relocation

Frontier Parkway

From Preston Road to Custer Road



DocuSign Envelope ID: 0B5A67EC-319C-4701-986D-5B15E1340227

Texas Department of Transportation

4777 US HIGHWAY 80 EAST, MESQUITE, TEXAS 75150-6642 | 214.320.6100 | WWW.TXDOT.GOV

February 10, 2021

Collin County
FM 1461: From SH 289
To CR 166
RCSJ 1973-01-018
CSJ 1973-01-015

Ms. Lindy M. Higginbotham, P.E.
Senior Engineer
Town of Prosper
2301 Ridgeview Dr., 2nd Floor
Plano, TX 75025

Dear Ms. Higginbotham:

TxDOT Dallas District recognizes the need to provide sufficient time for utilities to plan, schedule and complete relocations far enough in advance so as not to affect the timely commencement and completion of transportation facilities.

TxDOT Dallas District projects a Ready to Let date of Summer 2022 for the above referenced project, thereby providing assurance to Town of Prosper to proceed with the design of their facilities to clear the project in advance of construction. Eligible expenses related to the design and subsequent relocation will be reimbursed upon the execution of a Standard Utility Agreement and establishing an eligibility ratio by demonstrating any conflicts with the proposed construction project, and proof of prior property rights, which has been received by this office and determined to be acceptable.

I have attached a copy of the Dallas District's Standard Utility Agreement Guidelines. For any questions please contact Darla Payberah, P.E., Dallas District Utilities, Survey-SUE Supervisor at (214) 320-4436.

Sincerely,

DocuSigned by:
P.E.
CD610F6E0D584EF...

John D. Hudspeth, P.E.
Director of Transportation, Planning and Development

cc: Jennifer Vorster, P.E., Collin County Area Engineer
Todd Neely., Collin County Utility Coordinator
Darla Payberah, P.E., Dallas District Utilities Supervisor

TOWN OF PROSPER

Prosper is a place where everyone matters.

ENGINEERING SERVICES

To: **Mayor and Town Council**

From: **Hulon T. Webb, Jr., P.E., Interim Executive Director of Development and Infrastructure Services**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon authorizing the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement between Garver, LLC., and the Town of Prosper, Texas, related to the design of the First Street (DNT – Coleman) project.

Description of Agenda Item:

At the June 9, 2020, Town Council meeting, the Town Council approved a Professional Engineering Service Agreement with Garver, LLC., in the amount of $599,971 to continue the design of First Street from the Dallas North Tollway to Coleman Road to a four-lane divided roadway.

Contract Amendment No. 1 was approved on February 3, 2022, in the amount of $24,950 to provide additional survey and Subsurface Utility Exploration (SUE) necessary to generate storm drain plan and profile sheet(s) to complete the connection of the third 6' x 4' box culvert under the Northbound Frontage Road and connect to the existing culvert at the Southbound Frontage Road, as well as confirm if any potential impacts to the existing traffic signal.

Contract Amendment No. 2 consists of the design of a multilane roundabout at the intersection of First Street and Coleman Road along with the traffic study, additional survey, and related documents for the roundabout. It also includes the design to extend the median irrigation to the roundabout and the water line through the limits of the roundabout.

Budget Impact:

The cost for Contract Amendment No. 2 is $185,986. The total cost for the design of First Street between the Dallas North Tollway and Coleman Street including Amendment No. 2 is $810,907.00 and is within the existing project budget of $1,068,095. The funding source is Account No. 750-5410-10-00-1512ST. This amendment reflects a 31% increase (35.2% cumulative) of the original contract amount awarded.

Legal Obligations and Review:

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

Attached Documents:

1. Contract Amendment No. 2

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement between Garver, LLC., and the Town of Prosper, Texas, related to the design of the First Street (DNT – Coleman) project

Proposed Motion:

I move to authorize the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement between Garver, LLC., and the Town of Prosper, Texas, related to the design of the First Street (DNT – Coleman) project.

CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE WEST FIRST STREET – DALLAS NORTH TOLLWAY TO COLEMAN STREET PROJECT (1512-ST)

This Contract Amendment for Professional Engineering Services, hereinafter called "Amendment," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Garver, LLC**, a limited liability company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Town previously engaged the services of the Consultant to provide engineering design of West First Street between Dallas North Tollway and Coleman Street for the reconstruction of approximately 5,250 linear feet of roadway to convert the existing two-lane asphalt to a four-lane concrete divided roadway, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about June 9, 2020, in the amount of Five Hundred Ninety-Nine Thousand Nine Hundred Seventy-One Dollars and No Cents ($599,971.00), and approved on or about February 3, 2022 Contract Amendment No. 1 for an additional amount of Twenty-Four Thousand Nine Hundred Fifty Dollars and Zero Cents ($24,950.00) for a total contract amount of Six Hundred Twenty-Four Thousand Nine Hundred Twenty-One Dollars and Zero Cents ($624,921.00), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties now desire to amend the Contract to increase the scope of services and compensation provided to include the following additional work:

Task 14 – Roundabout Design
Task 15 – Roundabout Traffic Study
Task 16 – Additional Topographic Survey and Document Preparation for Roundabout Design
Task 17 – Additional Irrigation Design for Roundabout

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A2 – Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A, A1, and A2."

2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of One Hundred Eighty-Five Thousand Nine Hundred Eighty-Six Dollars and Zero Cents ($185,986.00) for the additional services as set forth and described in **Exhibit B2 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibits B, B1, and B2."

3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting "Six Hundred Twenty-Four Thousand Nine Hundred Twenty-One Dollars and Zero Cents ($624,921.00)" and replacing it with "Eight Hundred Ten Thousand Nine Hundred Seven Dollars and Zero Cents ($810,907.00)."

4. **Original Agreement.** All other provisions and terms of the Original Agreement, Contract Amendment No. 1, and Contract Amendment No. 2 shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

IN WITNESS WHEREOF, the Parties, having read and understood this Amendment, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

GARVER, LLC

By:  _____
Signature

Scott Forbes, P.E.
Printed Name

Senior Project Manager
Title

July 12, 2022
Date

TOWN OF PROSPER, TEXAS

By: _____
Signature

Harlan Jefferson
Printed Name

Town Manager
Title

_____
Date

EXHIBIT A2
SCOPE OF SERVICES

CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE WEST FIRST STREET – DALLAS NORTH TOLLWAY TO COLEMAN STREET PROJECT (1512-ST)

I. PROJECT DESCRIPTION

Task 14 – Develop plans to construct a two-lane roundabout at the intersection of West First Street and Coleman Street with associated approaches. The realignment of West First Street will begin east of Main Street and continue to approximately 250' east of the existing intersection, and approximately 325' north and 200' south of the existing Coleman intersection. Refer to **Appendix A** for additional conceptual roundabout information. Included with Task 14, Garver will extend the proposed 12" waterline through the proposed roundabout corridor from Main Street to the eastern limit and also stub-out the proposed waterline at the north and south terminus of the approaches along Coleman Street. The sizes of the waterline may change.

Task 15 – Traffic Study description

1. Traffic Data Collection

Garver will subcontract with the GRAM Traffic North Texas, Inc. to perform data collection at the following location: **First St & Coleman St.** The traffic data collection will include 24-hour turning movement counts at the above intersections with truck classifications and bike and pedestrian data included. The collection will occur after Notice to Proceed and will be conducted for a typical day, when school is in session and will avoid holiday influences.

2. Traffic Analysis

Garver will determine peak hours from collected traffic counts for the proposed intersection, develop future year traffic volume diagrams, and analyze existing and proposed conditions, The following tasks will be completed to support the development of a preferred option to carry into development of final construction plans.

Garver will perform field observations of existing delays, queues, and lane utilization within the study area to validate base models

Garver will develop traffic volumes for one scenario to be used for analysis from the raw data collected. Engineer will develop 2022 traffic volumes for the existing configuration and will study traffic growth trends in area and develop future forecasts for the project. Engineer will perform traffic growth analysis within the study area.
The Engineer will use the future design volumes and analyze the intersection preferred design.

Garver will perform traffic simulation modeling and capacity analysis for the existing and proposed configurations. Intersection Level of Service analysis using SIDRA software for the following scenarios:

- 2022 Existing Configuration (AM/PM)
- Future analysis (+20 years) for the Existing Road Configuration (AM/PM)
- Future Build (+20 years) Configuration (AM/PM)

Garver will summarize all preliminary findings in a meeting with Town staff before finalizing any recommendation.

3. AutoTURN Analysis

Garver will perform a swept path analysis modeling the listed design vehicles:

a. SU-30 (Box truck 30ft)
b. Firetruck (dimensions to be verified)
c. BUS-40 (School bus 40ft)

Garver will verify these vehicles can appropriately navigate the proposed multilane roundabout. The analysis will be provided to the town engineer in pdf format.

4. Traffic Report

Garver will produce sections for the draft report. After the comments from Town, the engineer will update all report elements for the final report. The report will include sections documenting the operational performances of the proposed roundabout design, document conclusions, and the final recommendations from the traffic perspective.

Task 16 – Garver's survey subconsultant will perform additional topographic survey in accordance with **Exhibit A** dated June 9, 2020 for the limits shown in **Appendix A** in this Contract Amendment No. 2. The subconsultant will also develop Right of Way and/or Easement documents not already provided in the original contract in order to obtain the property necessary to construct the roundabout. (Assumes max seven (7) Right of Way documents and max seven (7) Easement documents). Additional topographic survey along West First Street from Main Street to a point approximately 350 feet east of the centerline of Coleman Street, and along Coleman Street from the centerline of West First Street approximately 430 feet north & 300 south. These limits will provide an additional topographic survey beyond the original scope of 100' further east from Coleman Street along West First Street, 330' further north from West First Street along Coleman Street, and 200' further south from West First Street along Colman Street. Perform a boundary survey of the right-of-way of Coleman Street north of Second Street to the northern project limits. Survey limits will extend 30 feet beyond the proposed right-of-way limits on the attached sketch but not where such a distance would exceed the face of existing buildings. Survey behind fences will be performed only as required. A reasonable effort to request Texas811 to completely mark underground utilities within the project limits. However, Garver does not accept responsibility for unresponsiveness by Texas811 or locating utilities not marked by Texas811.

Task 17 – Garver's irrigation subconsultant will provide irrigation plans as part of this Contract Amendment No. 2. The limits of the additional irrigation design will primarily be focused on the center island of the proposed roundabout. Areas to be irrigated west of the roundabout were included in the original scope. Areas to be irrigated will include grassed medians and the center roundabout island. Parkway irrigation is not included in this Contract Amendment no. 2, nor the original contract.

II. TASK SUMMARY

Task 14 – Roundabout Design. Include the following Construction Plan Sheets (estimated):

- Typical Sections (3 Sheets)
- Horizontal & Vertical Control (1 Sheet)
- Special Details (2 Sheets)
- Paving Control Sheet (1 Sheet)
- Form Grade Details (1 Sheet)
- Removal Plans (5 sheets)
- Erosion Control Plans (5 sheets)
- Plan & Profile Sheets (6 sheets)
- Traffic Control & Phasing (12 sheets)
- Signing and Pavement Markings (5 sheets)
- Sign Details (1 Sheet)
- Waterline Plan & Profile (5 Sheets)

- Cross Sections (10 Sheets)

Task 15 – Roundabout Traffic Study.

- Traffic Data Collection
- Traffic Observation
- Traffic Growth Analysis
- SIDRA modeling
- AutoTURN Analysis
- Traffic Analysis
- Summary Report

Task 16 – Additional Topographic Survey and Document Preparation for Roundabout Design. Provide topographic survey for the areas described above for the proposed roundabout design. Also provide Right of Way and/or Easement documents to the Town of Prosper for property required to construct the proposed roundabout. (Assumes max seven (7) Right of Way documents and max seven (7) Easement documents)

Task 17 – Irrigation Design. Include the following Construction Plan Sheets (estimated):

Irrigation Plans from east of Main Street throughout the proposed roundabout corridor including proposed approaches. Only grassed medians and the center roundabout island will be irrigated. (7 Sheets)

Notes:
1. No other plans sheets proposed in the original contract will be revised nor will any other sheets be added in this Contract Amendment #2 other than those listed above. This Contract Amendment #2 is solely for the purposes expressly described above and no additional work will be performed in this Contract Amendment #2 to any other features of the Project.

2. Illumination/Lighting is not included in this Contract Amendment. Please note that Illumination is strongly recommended for Roundabout Design/Construction/Operation.

3. Task 15 – No other intersections or traffic signals will be included in this report.

III. DELIVERABLES

Task 14 – Roundabout Design	Submit additional sheets in the Construction Plans as described in this Contract Amendment #2.
Task 15 – Roundabout Traffic Study	Traffic Report and AutoTURN Analysis.
Task 16 – Additional Topographic Survey and Document Preparation for Roundabout Design	Supplement the original topographic survey to provide data for roundabout design. Provide Right of Way and/or Easement documents for the Town of Prosper for Roundabout construction.
Task 17 – Additional Irrigation Design for Roundabout	Submit additional sheets in the Construction Plans as described in this Contract Amendment #2.

EXHIBIT B2
COMPENSATION SCHEDULE

CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE WEST FIRST STREET – DALLAS NORTH TOLLWAY TO COLEMAN STREET PROJECT (1512-ST)

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Aug 2022	
Task 16 – Additional Topographic Survey (Lump Sum)	Aug 2022	$18,940.00
Task 15 – Roundabout Traffic Study (Lump Sum)	Sept 2022	$13,098.00
Task 14 – Roundabout Design (65% Sub.)(Lump Sum)	Nov 2022	$91,698.00
Task 16 – ROW & Easement Document Prep (per Parcel)	Jan 2023	$22,330.00
Task 14 – Roundabout Design (95% Sub.)(Lump Sum)	Mar 2023	$24,086.00
Task 17 – Additional Irrigation Design (Lump Sum)	Mar 2023	$1,140.00
Task 14 – Roundabout Design (Final)(Lump Sum)	June 2023	$14,694.00
Total Compensation		**$185,986.00**

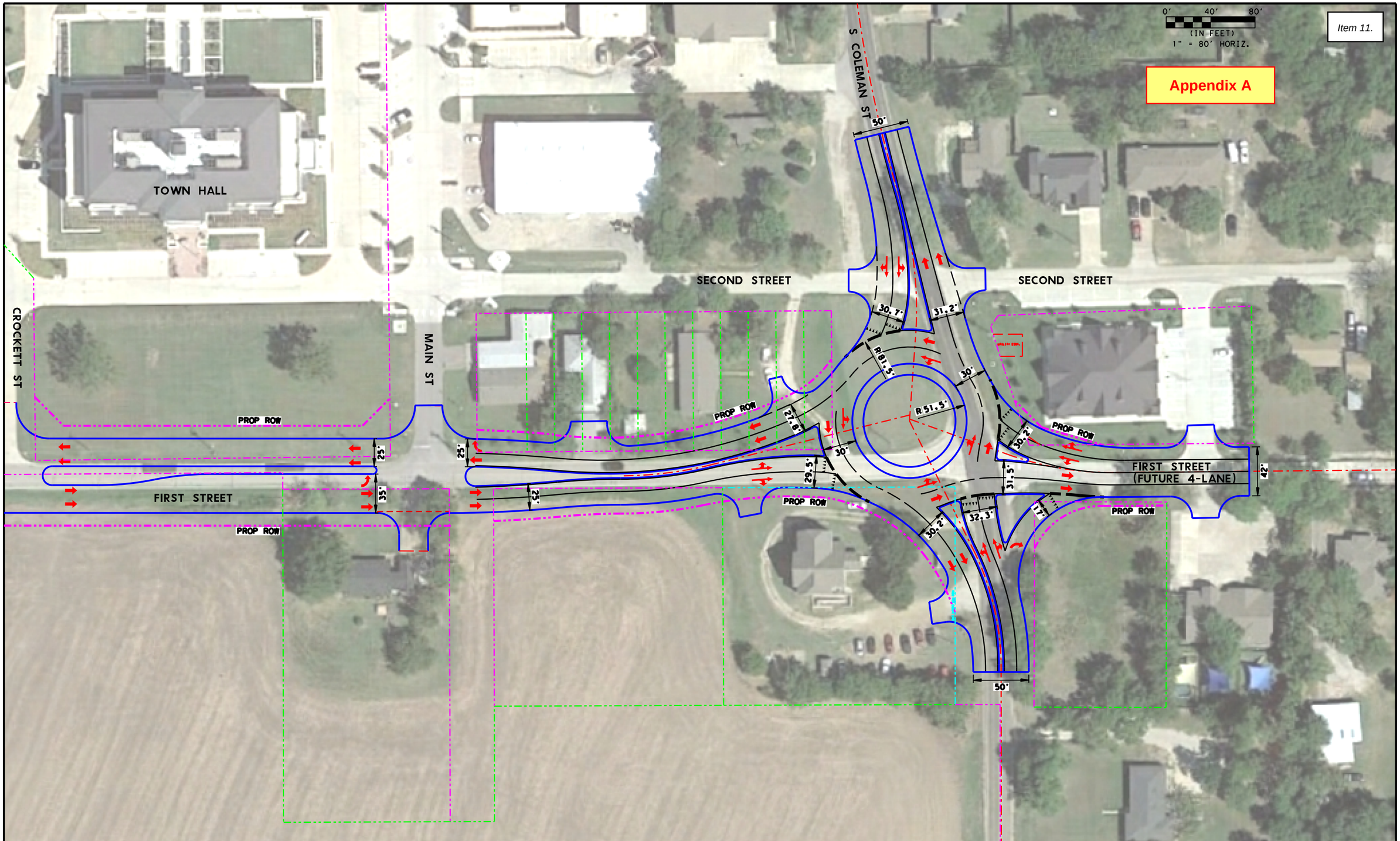
II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 16 – Additional Topographic Survey (Lump Sum)	$18,940.00
Task 15 – Roundabout Traffic Study (Lump Sum)	$13,098.00
Task 14 – Roundabout Design (65% Sub.)(Lump Sum)	$91,698.00
Task 14 – Roundabout Design (95% Sub.)(Lump Sum)	$24,086.00
Task 17 – Additional Irrigation Design (Lump Sum)	$1,140.00
Task 14 – Roundabout Design (Final)(Lump Sum)	$14,694.00
Total Basic Services:	**$163,656.00**

Special Services	Amount
Task 16 – ROW & Easement Document Prep (per Parcel)	$22,330.00
Total Special Services:	**$22,330.00**

Direct Expenses	Amount
None	$0.00
Total Direct Expenses:	**$0.00**

Appendix A



NO.	DATE	REVISION	APPROV.

GARVER

TEXAS REGISTRATION NO. F-5713

3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
(972) 377-7480

CONCEPTUAL EXHIBIT

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF R. JAKE BENNETT, P.E. 107152 ON 6/8/2022
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

PRJ NO.	20T46004
DESIGN CHECK	RCC RJB
DRAWN CHECK	RCC RJB
DATE	2/15/2021
SCALE	AS SHOWN

FIRST STREET RECONSTRUCTION

CONCEPTUAL EXHIBIT
FIRST STREET @ COLEMAN STREET
ROUNDABOUT

TOWN OF PROSPER, TEXAS

SHEET 1 OF 1

SHEET NO.

TNGUYEN 6/16/2021 3:05:00 PM
WORKSPACE:TxDOT_2016
\\garverinc.local\gdata\Projects\2020\20T46004 - Prosper First Street Reconstruction\Drawings\Coleman Exhibits\65pct_Roundabout_2LN - OPT2.dgn
REVISED DATE:

TOWN OF PROSPER

Prosper is a place where everyone matters.

ENGINEERING SERVICES

To: **Mayor and Town Council**

From: **Hulon T. Webb, Jr., P.E., Interim Executive Director of Development and Infrastructure Services**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Lowry Property Advisors, LLC (LPA)., and the Town of Prosper, Texas, related to appraisal services for the First Street (DNT – Coleman) project.

Description of Agenda Item:

The appraisal services are necessary to determine the land value and potential impacts to 19 of the 29 parcels along First Street between the Dallas North Tollway and Coleman Street where right of way and/or easements may require condemnation proceedings to complete the acquisition process. The remaining 10 parcels are either owned by Blue Star, the Town of Prosper or Prosper Economic Development Corporation and it is anticipated that negotiations for acquisition will not require the use of eminent domain.

Budget Impact:

The cost for the services is $70,000, and the funding source is Account No. 750-5410-10-00-1512ST.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Professional Services Agreement as to form and legality.

Attached Documents:

1. Professional Services Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Lowry Property Advisors, LLC (LPA)., and the Town of Prosper, Texas, related to appraisal services for the First Street (DNT – Coleman) project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Lowry Property Advisors, LLC (LPA)., and the Town of Prosper, Texas, related to appraisal services for the First Street (DNT – Coleman) project.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LOWERY PROPERTY ADVISORS, LLC (LPA)
FOR THE FIRST STREET (DNT – COLEMAN) PROJECT (PRJ#1512-ST)

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Lowery Property Advisors, LLC (LPA)**, a limited liability company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional services in connection with the **First Street (DNT – Coleman) Project (Prj#1512-ST)**, hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant**. Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Seventy Thousand Dollars and No Cents ($70,000.00) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written

notice to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents**. Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel**. If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance**. Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification**. **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.**

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

10. **Notices**. Any notices to be given hereunder by either Party to the other may be affected either by

personal delivery, in writing, or by registered or certified mail to the following addresses:

Lowery Property Advisors, LLC Robert W. Snider, Director 105 Decker Court, #1000 Irving, TX 75062 wsnider@lowerypa.com	Town of Prosper Harlan Jefferson, Town Manager PO Box 307 Prosper, TX 75078 hjefferson@prospertx.gov

11. **Termination**. The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement**. This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation**. Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction**. This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

16. **Venue**. The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

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

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

19. **"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 Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. **Signatories**. Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 12th day of July, 2022.

LOWERY PROPERTY ADVISORS, LLC

By: _____
Signature

Robert W Snider
Printed Name

Director
Title

7/12/2022
Date

TOWN OF PROSPER, TEXAS

By: _____
Signature

Harlan Jefferson
Printed Name

Town Manager
Title

_____
Date

EXHIBIT A
SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LOWERY PROPERTY ADVISORS, LLC (LPA)
FOR THE FIRST STREET (DNT – COLEMAN) PROJECT (PRJ#1512-ST)

I. PROJECT DESCRIPTION

First Street (DNT – Coleman) is currently under design to become a four-lane divided roadway instead of the two-lane asphalt roadway it currently is. The successful construction of the project requires the acquisition of right-of-way and utility easements for the construction of the paving and Town storm drain, and water facilities.

II. TASK SUMMARY

Task 1 - Appraisal Reports. Provide Appraisal Reports for nineteen (19) referenced properties for the acquisition of rights-of-way and easements for the project.

The parcels are as follows:

Parcel No.	Reference	Location
2	Tollway Partners, LP	1195 W First
3	Triple B Holding, LP	SWC First & Business Pk
5a	LUCKXMI ESTATES, LLC	SEC First & Business Pk
5b	Bryant William P Irrevocable Trust	SEQ First & Business Pk
6	The Mahard 2003 Partnership, LP	831 W First
8	Jerry Glen Hansel	S/S First, East of Cook
10	CoServ Property Holdings, LLC	300 S McKinley
13	Abe & Tomoko Mansoori	402 Pecan
14	Daril R Nix Revocable Living Trust	400 Pecan
15	Jose & Maria E Gonzalez	325 W First
17	Rutilio & Yolanda Aguilar	306 W First
21	Sandra Shrader Omohundro	201 W First
22	Rodolfo Soto	303 S Main
23	Saba Naz & Umaima Nasir	107 W Second
24	Kasi & Jagadish K Darimadugu	302 S Coleman
25	?	NWC First & Coleman
26	First Presbyterian Church	S/S First, West of Coleman
27	First Presbyterian Church	400 S Coleman
28	Vision Structure, LLC	401 S Coleman

III. DELIVERABLES

Task 1 - Appraisal Reports	Provide one original and one digital copy of the appraisal report for each parcel referenced above.

EXHIBIT B
COMPENSATION SCHEDULE

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LOWERY PROPERTY ADVISORS, LLC (LPA)
FOR THE FIRST STREET (DNT – COLEMAN) PROJECT (PRJ#1512-ST)

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	August 2022	
Task 1 – Appraisal Reports	October 2022	$70,000
Total Compensation		**$70,000**

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 - Appraisal Reports	
Parcel No. 2	$3,000
Parcel No. 3	$3,000
Parcel No. 5a	$3,000
Parcel No. 5b	$3,000
Parcel No. 6	$3,000
Parcel No. 8	$3,000
Parcel No. 10	$4,000
Parcel No. 13	$5,000
Parcel No. 14	$5,000
Parcel No. 15	$4,000
Parcel No. 17	$4,000
Parcel No. 21	$4,000
Parcel No. 22	$3,000
Parcel No. 23	$5,000
Parcel No. 24	$4,000
Parcel No. 25	$3,000
Parcel No. 26	$3,000
Parcel No. 27	$5,000
Parcel No. 28	$3,000
Total Basic Services:	**$70,000**

Special Services (Hourly Not-to-Exceed)	Amount
None	$0
Total Special Services:	**$0**

Direct Expenses	Amount
None	$0
Total Direct Expenses:	**$0**

The remainder of this page intentionally left blank.

EXHIBIT C
INSURANCE REQUIREMENTS

Service provider 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 borne by the service provider. 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.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.

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

3. 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.

4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: $500,000 per occurrence /$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

   a. Premises / Operations

   b. Broad Form Contractual Liability

   c. Products and Completed Operations

   d. Personal Injury

   e. Broad Form Property Damage

2. 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 each accident, $300,000 Disease- Policy Limit, and $100,000 Disease- Each Employee.

3. Automobile Liability: $500,000 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.

4. Professional Liability aka Errors and Omissions: $500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

   a. 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 provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

   b. The provider'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 provider's insurance and shall not contribute with it.

   c. 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.

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

2. 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 provider for the Town.

3. 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.

4. Professional Liability and / or Errors and Omissions:

   "Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. 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.

F. VERIFICATION OF COVERAGE

Service Provider shall provide the Town with certificates of insurance indicating the coverages 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.

Certificate holder to be listed as follows:

Town of Prosper
P.O. Box 307
Prosper, TX 75078

EXHIBIT D
CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LOWERY PROPERTY ADVISORS, LLC (LPA) FOR
THE FIRST STREET (DNT – COLEMAN) PROJECT (PRJ#1512-ST)

THE STATE OF TEXAS §
§
COUNTY OF _____ §

I, _____, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of $25,000.00 or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed 10% of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least $25,000.00.

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.

_____ Other: _____.

_____ None of the Above.

Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this _____ day of _____, 20____.

_____
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 20_____.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

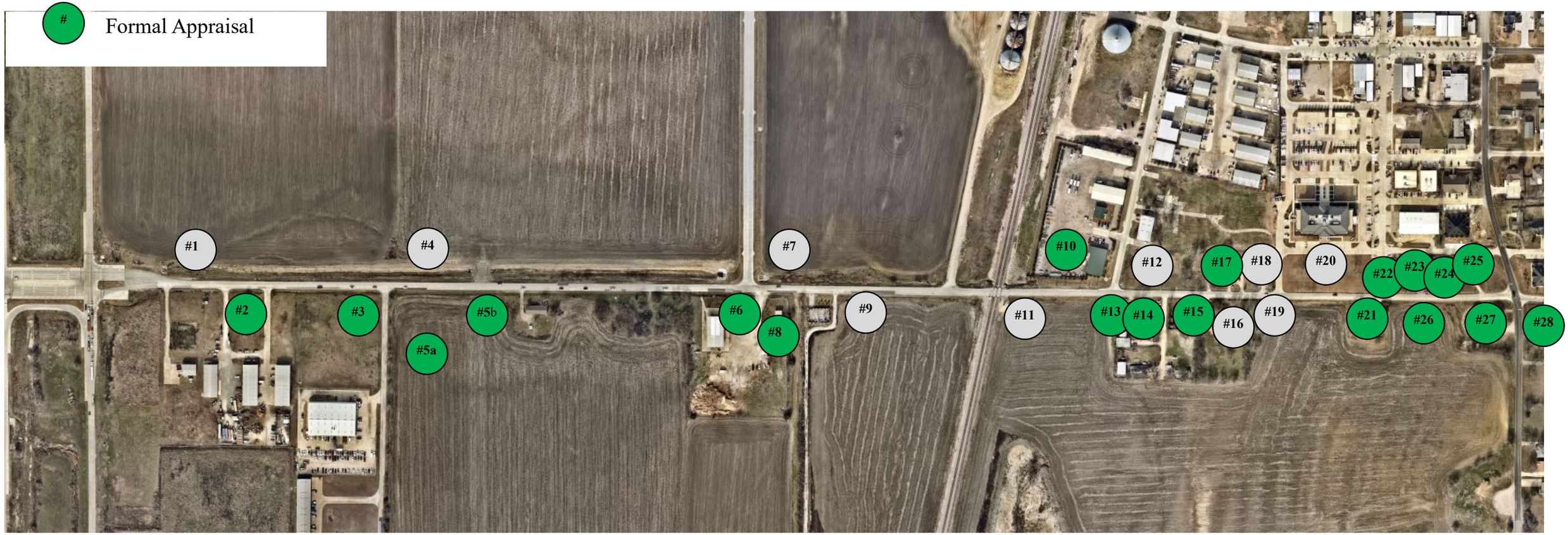
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

First Street Appraisal Services
Overall Location Map



PARCEL #	OWNER	Right-of way	Easement (Acres)
1	BLUE STAR LAND L.P.		0.1583
2	TOLLWAY FIRST PARTNERS		0.2755
3	TRIPLE B. HOLDING L.P.	0.0072	0.0138
4	183 LAND CORPORATION	0.0613	0.0334
5A	WILLIAM BRYANT IRREVOCABLE TRUST	0.0264	
5B	LUCKXMI ESTATES, LLC	0.6662	0.0069
6	THE MAHARD 2003 PARTNERSHIP L.P.		0.1243
7	701/709 STADIUM DRIVE LLC.	0.1558	0.0135
8	JERRY GLEN HANSEL		0.0057

PARCEL #	OWNER	Right-of way	Easement (Acres)
9	183 LAND CORPORATION	0.0982	0.0084
10	CoServ Property Holdings, LLC	0.1838	0.0042
11	183 LAND CORPORATION	0.3304	0.4015
12	PROSPER ECONOMIC DEVELOPMENT	0.2910	0.0148
13	ABE & TOMOKO MANSOORI	0.0377	
14	DARIL R NIX REVOCABLE LIVING TRUST	0.0879	
15	JOSE & MARIA GONZALEZ	0.0220	0.0100
16	BLUE STAR LAND, L.P.	0.1118	
17	RUTILIO & YOLANDA AGUILAR	0.0472	0.0152

PARCEL #	OWNER	Right-of way (Acres)	Easement (Acres)
18	PROSPER ECONOMIC DEVELOPMENT	0.0725	
19	183 LAND CORPORATION	0.4023	
20	TOWN OF PROSPER	0.2300	0.0439
21	SANDRA SHRADER OMOHUNDRO	0.1140	
22	RODOLFO SOTO		
23	SABA NAZ NASIR AND UMAIMA NASIR		
24	KASI & JAGADISH K DARIMADUGU		
25	UNDER REVIEW FOR DETERMINATION		
26 & 27	FIRST PRESBYTERIAN CHURCH		
28	VISION AND STRUCTURE, LLC		

ENGINEERING SERVICES

TOWN OF PROSPER
Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Hulon T. Webb, Jr., P.E., Interim Executive Director of Development and Infrastructure Services**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Personal Services Contract between McCarthy Right of Way Partners, LLC., and the Town of Prosper, Texas, related to property acquisition services for the First Street (DNT – Coleman) project.

Description of Agenda Item:
This contract is for providing right of way and easement acquisition services for 14 parcels along First Street between the Dallas North Tollway and Coleman Street where right of way and/or easements are anticipated to required extensive negotiations due to potential impacts. Staff will provide acquisition and negotiation services for the remaining 15 parcels.

McCarthy Right of Way Partners, LLC, has not worked directly with the Town of Prosper on a project, but Town staff does have experience with their staff from previous project(s) while employed by the City of Garland with positive results.

Budget Impact:
The cost for the services is $126,030, and the funding source is Account No. 750-5410-10-00-1512ST.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Personal Services Contract as to form and legality and has confirmed that Right of Way services are not professional services under state law and qualifies as a personal service, not subject to the bidding statutes in Chapter 252 of the Local Government Code.

Attached Documents:
1. Personal Services Contract
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Personal Services Contract between McCarthy Right of Way Partners, LLC., and the Town of Prosper, Texas, related to property acquisition services for the First Street (DNT – Coleman) project.

Proposed Motion:

I move to authorize the Town Manager to execute a Personal Services Contract between McCarthy Right of Way Partners, LLC., and the Town of Prosper, Texas, related to property acquisition services for the First Street (DNT – Coleman) project.

TOWN OF PROSPER
CONTRACT FOR PERSONAL SERVICES
BETWEEN THE TOWN OF PROSPER, TEXAS, AND McCARTHY RIGHT OF WAY PARTNERS, LLC
FOR THE FIRST STREET (DNT – COLEMAN) PROJECT (1512-ST)

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

1. **RETENTION OF THE CONTRACTOR.** The Town agrees to retain Contractor, and the Contractor agrees to provide services relative to: Right of Way and easement acquisition related to the First Street (DNT – Coleman) project (hereinafter referred to as "Services"), as set forth and described in Exhibit A, attached hereto and incorporated by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are more particularly described in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.

3. **SCHEDULE OF WORK.** Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.

4. **CONTRACT PERIOD.** The contract period is for one (1) year from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to one (1) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.

5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit A, attached hereto and incorporated by reference.

6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.

7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.

8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to Contractor.

9. **INFORMATION PROVIDED BY THE TOWN**. Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

10. **INSURANCE.** Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit B. Failure to maintain the required insurance may result in immediate termination of the Contract.

11. INDEMNIFICATION. CONTRACTOR DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONTRACTOR, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONTRACTOR IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT.

IN THE EVENT THAT THE TOWN AND CONTRACTOR ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

12. **TRANSFER OF INTEREST.** Neither the Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on the Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability, or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

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

15. **TERMINATION OF CONTRACT.** The Town may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, the Town may terminate this Contract upon written notice.
Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

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

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

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to the Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

18. **PERFORMANCE BY CONTRACTOR.** All Services provided by Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by Contractor's employees, a full report of the facts, extent of the damage and estimated impact on Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, Contractor must notify Police Dispatch immediately. Contractor shall be fully liable for all damage to Town property or equipment caused by Contractor's officers, employees or agents.

20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, the Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and Contractor's compensation shall be equitably adjusted to reflect any difference in Contractor's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.

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

Contractor verifies by its signature to this Contract that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

23. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

24. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

25. **CONFLICT OF INTEREST.** Contractor agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in Exhibit C - Conflict of Interest Affidavit and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Contractor shall execute the Affidavit included in the exhibit. Contractor understands and agrees that the existence of a prohibited interest during the term of this Contract will render the Contract voidable.

    Contractor agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Contractor shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit D - Conflict of Interest Questionnaire and incorporated herein as if written word for word.

26. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.

27. **ENTIRE CONTRACT.** This instrument, together with any exhibits attached hereto, contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

28. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until Contractor is otherwise notified:

Town of Prosper
Attn: Jay Carter, Purchasing Manager
P.O. Box 307
Prosper, TX 75078
jcarter@prospertx.gov

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

McCarthy Right of Way Partners, LLC
Lauren McCarthy, Managing Member
511 Pleasant Valley Lane
Richardson, TX 75080
lmccarthy@mccarthypartners.net

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

29. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

30. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.

31. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

32. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

MCCARTHY RIGHT OF WAY PARTNERS, LLC	**TOWN OF PROSPER, TEXAS**
DocuSigned by:	
By: Lauren McCarthy	By:
028997687420AD5...	
Lauren McCarthy	Harlan Jefferson
Managing Member	Town Manager
Date: 7/15/2022	Date:

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION SCHEDULE

TOWN OF PROSPER
CONTRACT FOR PERSONAL SERVICES
BETWEEN THE TOWN OF PROSPER, TEXAS, AND McCARTHY RIGHT OF WAY PARTNERS, LLC
FOR THE FIRST STREET (DNT – COLEMAN) PROJECT (1512-ST)

This proposal makes some assumptions that are identified with asterisks below this table. Some unknowns are still out there and might affect the scope. Those items are:

- If, after the appraisal reports are done and the determination is made that other residences or businesses would need to be displaced due to setback rules (parcels 15, 17, 21, 24, 27), we would need to amend this proposal to account for those additional relocations.
- If the owners of the mobile homes are also residing in the mobile homes, it would be one less business relocation per parcel. We won't know with certainty until we are able to interview the people living there and/or the owners to find out what the living/ownership situation is.
- After looking again at the carport on Parcel 23, we believe this will be paid for in the acquisition because the carport is cemented into the ground and cannot be picked up and moved. Therefore, we do not think it would be considered a relocation. Again, if the appraisal report comes back differently, this scope would need to be amended to reflect an additional personal property relocation.

Category/Employee	#Hours Per Parcel	Hourly Rate	Total Per Parcel	Number of Parcels	Total for Category
Acquisition					
Project Manager	2	$185	$370		
Senior Agent	14	$155	$2,170		
Junior Agent	14	$135	$1,890		
		HOURLY NTE	$4,430	14	$62,020
Relocation – Personal Property					
Project Manager	2	$185	$370		
Senior Agent	12	$155	$1,860		
Junior Agent	12	$135	$1,620		
		HOURLY NTE	$3,850	1*	$3,850
Relocation – Residential					
Project Manager	4	$185	$740		
Senior Agent	20	$155	$3,100		
Junior Agent	20	$135	$2,700		
		HOURLY NTE	$6,540	2**	$13,080

Category/Employee	#Hours Per Parcel	Hourly Rate	Total Per Parcel	Number of Parcels	Total for Category
Relocation – Non-Residential					
Project Manager	4	$185	$740		
Senior Agent	25	$155	$3,875		
Junior Agent	25	$135	$3,375		
		HOURLY NTE	$7,990	2***	$15,980
Condemnation					
Project Manager	2	$185	$370		
Senior Agent	12	$155	$1,860		
Junior Agent	12	$135	$1,620		
		HOURLY NTE	$3,850	6****	$23,100
Admin Fee	4 months	$2,000/month	$8,000	-	$8,000
			TOTAL NTE		**$126,030**

*Assumes 1 storage building relocation
**Assumes 2 mobile home residential relocations
***Assumes 2 landlord business relocations
****Assumes 30% condemnation rate

EXHIBIT B
INSURANCE REQUIREMENTS

Service provider 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 borne by the service provider. 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.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.

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

3. 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.

4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: $500,000 per occurrence /$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

   a. Premises / Operations

   b. Broad Form Contractual Liability

   c. Products and Completed Operations

   d. Personal Injury

   e. Broad Form Property Damage

2. 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 each accident, $300,000 Disease- Policy Limit, and $100,000 Disease- Each Employee.

3. Automobile Liability: $500,000 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.

4. Professional Liability aka Errors and Omissions: $500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

   a. 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 provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

   b. The provider'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 provider's insurance and shall not contribute with it.

   c. 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.

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

2. 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 provider for the Town.

3. 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.

4. Professional Liability and / or Errors and Omissions:

   "Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. 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.

F. VERIFICATION OF COVERAGE

Service Provider shall provide the Town with certificates of insurance indicating the coverages 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.

Certificate holder to be listed as follows:

Town of Prosper
P.O. Box 307
Prosper, TX 75078

EXHIBIT C
CONFLICT OF INTEREST AFFIDAVIT

TOWN OF PROSPER
CONTRACT FOR PERSONAL SERVICES
BETWEEN THE TOWN OF PROSPER, TEXAS, AND McCARTHY RIGHT OF WAY PARTNERS, LLC
FOR THE FIRST STREET (DNT – COLEMAN) PROJECT (1512-ST)

THE STATE OF TEXAS §
§
COUNTY OF _____ §

I, _____, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of $25,000.00 or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed 10% of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least $25,000.00.

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.

_____ Other: _____.

_____ None of the Above.

Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this _____ day of _____, 20____.

_____
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 20_____.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

EXHIBIT D
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

First Street Right-of-way and Easement Acquisition
Overall Location Map



PARCEL #	OWNER	Right-of way (acres)	Easement (Acres)
1	BLUE STAR LAND L.P.		0.1583
2	TOLLWAY FIRST PARTNERS		0.0379
3	TRIPLE B. HOLDING L.P.	0.0072	0.0138
4	183 LAND CORPORATION	1.372	0.0334
5A	WILLIAM BRYANT IRREVOCABLE TRUST	0.0264	
5B	LUCKXMI ESTATES, LLC	0.6662	0.0069
6	THE MAHARD 2003 PARTNERSHIP L.P.		0.0053
7	701/709 STADIUM DRIVE LLC.	0.1558	0.0135
8	JERRY GLEN HANSEL	0.0618	0.0057

PARCEL #	OWNER	Right-of way (Acres)	Easement (Acres)
9	183 LAND CORPORATION	0.6177	0.0034
10	CoServ Property Holdings, LLC	0.1838	0.0042
11	183 LAND CORPORATION	0.3304	0.0147
12	PROSPER ECONOMIC DEVELOPMENT	0.2910	0.0148
13	ABE & TOMOKO MANSOORI	0.0377	
14	DARIL R NIX REVOCABLE LIVING TRUST	0.0455	
15	JOSE & MARIA GONZALEZ	0.0220	0.0100
16	BLUE STAR LAND, L.P.	0.1118	
17	RUTILIO & YOLANDA AGUILAR	0.0472	

PARCEL #	OWNER	Right-of way (Acres)	Easement (Acres)
18	PROSPER ECONOMIC DEVELOPMENT	0.0725	
19	183 LAND CORPORATION	0.4023	
20	TOWN OF PROSPER	0.2300	0.0439
21	SANDRA SHRADER OMOHUNDRO	0.1140	
22	RODOLFO SOTO		
23	SABA NAZ NASIR AND UMAIMA NASIR		
24	KASI & JAGADISH K DARIMADUGU		
25	UNDER REVIEW FOR DETERMINATION		
26 & 27	FIRST PRESBYTERIAN CHURCH		
28	VISION AND STRUCTURE, LLC		

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**
Hulon T. Webb, Jr., P.E., Interim Executive Director of Development and Infrastructure Services

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon approving the purchase of pavement and asset data collection services from Infrastructure Management Services (IMS), through the Texas Local Government Purchasing Cooperative; and authorize the Town Manager to execute documents for the same.

Description of Agenda Item:

North Central Texas Council of Governments (NCTCOG) has a current contract in place with Infrastructure Management Services (IMS), for pavement and asset data collection services. This service includes data collection including detailed data bases on roadways and street assets, such as signals and street signs. The data will include data imagery, right-of-way asset inventory, distress identification and quantification, and subsurface distress investigations. They will be able to identify cracks as small as 2 mm wide, faulting, potholes, rutting, roughness, and other distortions on approximately 270 centerline miles of concrete roadway. Asphalt and gravel road data will not be collected. Immediately following the completion of the field surveys, IMS will begin processing the pavement distress severity and extent scores to develop a Pavement Condition Index (PCI) for each roadway segment. They will also provide a multi-year pavement management plan.

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

The Town desires to utilize an existing interlocal agreement with North Central Texas Council of Governments using contract #2016-14 to provide Pavement Analysis Services. Participation in the cooperative purchasing program allows our local government to purchase goods and services from the cooperative's online purchasing system, NCTCOG, while satisfying all competitive bidding requirements.

Budget Impact:
The cost for the services is $108,415. A total of $109,000 was approved for these services in the FY2022 Approved Budget in Account No. 100-5480-50-01.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Agreement for Professional Services

Town Staff Recommendation:
Town staff recommends approving the purchase of pavement and asset data collection services from Infrastructure Management Services (IMS), through the Texas Local Government Purchasing Cooperative; and authorize the Town Manager to execute documents for the same.

Proposed Motion:
I move to approve the purchase of pavement and asset data collection services from Infrastructure Management Services (IMS), through the Texas Local Government Purchasing Cooperative; and authorize the Town Manager to execute documents for the same.

Agreement for Professional Services

IMS Infrastructure Management Services
IMS Infrastructure Management Services
8380 S. Kyrene Ave. Ste. 101, Tempe, AZ 85284
Phone: (480) 839-4347 Fax: (480) 839-4348
www.imsanalysis.com

To:	Frank Jaromin, Director of Public Works	**Date:**	July 18, 2022
From:	Jim Tourek, Client Services Manager	**Project:**	Town of Prosper, TX
Subject:	2022-23 Pavement Data Collection	**Project No.:**	N/A

Thank you for taking the time to review the pavement and asset data collection services offered by IMS Infrastructure Management Services. IMS excels in pavement and asset management solutions and can provide a full suite of data collection and software services.



As we understand, the Town of Prosper currently maintains approximately 204 centerline miles of residential roadway (2 miles are divided so we'll survey both) and 32 centerline miles of arterial roadway. IMS has performed objective pavement data collection for similar agencies such as Hurst, Grand Prairie, Grapevine, Euless, Murphy, Weatherford, Flower Mound, Carollton, Denton, Denton County, Keller, Cleburne, TX, and others in the Region. To ensure adequate coverage across the network, the LCMS-2 RST (shown here) will survey each centerline mile of residential roadway once in each direction and each arterial lane in a single direction, resulting in a survey mileage of approximately **270 miles**.

IMS collects all data in accordance with the U.S. Army Corps of Engineers data protocols, commonly referred to as ASTM D6433. In addition, we deliver all data in industry standard formats such as Excel, Access, Geodatabases, shape files, and even Google Earth KMZ files. While IMS can implement and load data into any software application the Town chooses, IMS has also engineered a simple to use spreadsheet tool called Easy Street Analysis (ESA). We use this tool to incorporate cost benefit activities. We are confident that this tool can serve as an excellent pavement management tool for the Town.

Our approach, and key service differentiator, is based on three, time proven fundamentals:

Answer the questions that are being asked – don't over-engineer the system or make it needlessly complicated. Databases and the application of technology are meant to simplify asset management, not make it more difficult.

Service and quality are paramount to success – the right blend of technically correct data, condition rating, and reporting will provide the agency with a long-term, stable solution. Service to the client remains our top priority.

Local control and communications are key – it is important that all stakeholders understand the impacts of their decisions and have the system outputs react accordingly. We excel in making ourselves readily available.

Data Collection



IMS is unique to the industry, as an objective and repeatable data collection effort will be completed. The LCMS-2 RST will be used to perform a surface condition assessment of all Town streets. Instead of using the subjective feet on ground or windshield sampling method, all data will be collected continuously and recorded in 15-foot intervals in the form of a detailed database complete with GPS coordinates. The data will also be aggregated to the section level, following the sectioning and referencing methodology determined after IMS and Town review.

GIS and Pavement Management Linkage



The role of GIS in pavement management cannot be overstated. It is a powerful tool that provides the capability to handle and present vast amounts of data in an efficient manner. IMS can provide a link between the Town's GIS environment and the pavement management data to enable the Town to display and generate color-coded maps based upon existing pavement conditions, street rehabilitation plans or most of the data in the pavement management program. An output of a 5-year maintenance prioritization program is illustrated in the above image.

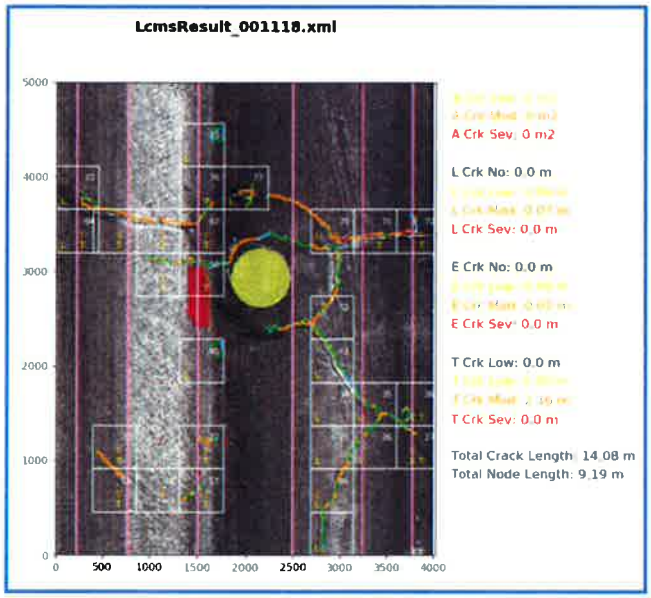
Digital Imagery & ROW Asset Inventories



The LCMS2 RST utilizes up to four GPS-referenced HD camera views (4112x3008) for our QA/ QC program, ROW asset inventory development, virtual drives, and/or other supplemental image deliverables. For the Town of Prosper, IMS will utilize two HD cameras that will be proofed out prior to data collection and a single forward view can be processed as a deliverable to the Town. IMS can then utilize the HD imagery collected by the LCMS-2 RST to inventory many Right of Way assets that the Town maintains.

Objective Distress Identification & Quantification (ASTM D6433)

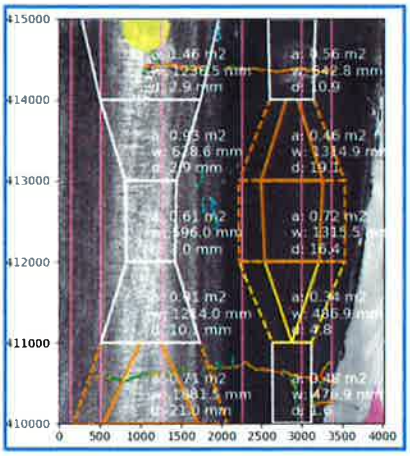
The IMS Laser Crack Measurement System (LCMS2) is one of the most technologically advanced devices available for pavement performance assessments. The 2-sensor array completes a 3D millimeter-level scanning of the pavement surfaces that pass below the laser array. With a high-speed 1-millimeter resolution, this means the LCMS2 device deploys a continuous scan of laser points (approximately 3,657) across a mere 12 feet of pavement, making it one of the highest resolution pavement laser scanners available. The onboard processing software further amplifies its capabilities by analyzing pavement elevation (range and intensity) and automatically identifying cracking, rutting, and roughness in the form of IRI, potholes, and bleeding.



While any engineering firm could deploy the LCMS2 equipment for data collection, processing the information for distress quantification requires a complete understanding of automated technologies, GIS mapping, and distress measurement protocols found in standards such as ASTM D6433. Simply reviewing the LCMS cracking vectors (colored cracks) with the human eye dilutes the objectivity of the equipment.

IMS engineers and technologists have developed a computerized processing application that automatically applies an 18"x18" grid to the LCMS downward images (FIS files) and uses pre-programmed geometric algorithms to classify and quantity distresses by type. These automated processing routines result in an unparalleled level of objectivity and efficiency in distress pattern recognition analysis. The image above illustrates the quantity of several distresses as well as the presence of a manhole, which was automatically scrubbed from the dataset.

In addition to the auto-quantification and classification of ASTM D6433 distresses, the LCMS2 device also operates as a Class I profile device that collects longitudinal profile (in the form of the International Roughness Index) and transverse profile (rutting) using **advanced 3D profile laser scanning technology**. The system is not subject to vehicle wander like other automated technologies, and it compensates for variation in driver ability. The adjacent images show the processing software's ability to calculate rutting width and depth following the AASHTO Taut Wire methodology. The solid white lines indicate there was no rutting in the left wheel path and that rutting was detected and measured in the right wheel path. Filters can also be applied to account for rehabilitation activity overlap, which can be as much as a ¼ inch depending on the application.



Cracking, Faulting, Texture, Bleeding, & Potholes – The LCMS2 allows IMS to conduct an objective distress survey, thus increasing the accuracy of an otherwise subjective manual survey. High-speed lasers and an onboard processing computer accurately measure the surface profile of the road. Included in this profile are all cracks and faults as small as 1/8" (2 mm) wide that pass beneath the lasers. Processing software then reduces and filters this information to determine the *total number of cracks, crack width/depth, as well as the crack interval*, plus faulting information. From this information, quantified crack data can be determined at both the sample and summary intervals. Crack identification includes all cracking such as alligator, transverse, longitudinal, map, and edge cracking (where applicable).

The LCMS2 device is also capable of automatically collecting, identifying, and reporting supplemental distresses such as bleeding and potholes on asphalt roadways.

Rutting – The LCMS device collects continuous 3D transverse profile data at 1-millimeter resolution at highway speed. This configuration is far superior to other types of vehicles that utilize three lasers or sonic transducers to calculate "relative rutting." Even five sensor units are sensitive to driver error since it is essential in that case that the driver keep the data collection vehicle's wheel exactly in the rutted wheel tracks (assuming that they fit).

The Taut Wire method is used to calculate the rut depth in both the right and left wheel track on a continuous basis. Either the right or deeper of the two-wheel path ruts may be used for rut depth calculations with the average rut depth for that wheel path reported for each section. *Rut depth results, quantified by 3-4 severity thresholds (with break points at user-defined levels such as 0.25, 0.50 and 0.65 inches) and percentage of section will be provided for every segment.*

Roughness – International Roughness Index (IRI) data is calculated in real time from continuous longitudinal profile data collected by the LCMS2's 3D profile device. To determine the road profile, data is simultaneously obtained from three devices: a pulse transducer-based distance-measuring instrument (DMI), high-speed 3D laser sensors operating at 112 MHz, and an accelerometer in conformance with ASTM E 950. The LCMS2 unit conforms to a Class I profiling device, and it can also "pause" over non-valid roadway sections such as localized maintenance activities, railroad crossings, or brick inlays and not affect the overall IRI value.

Distortions, Raveling, Patching, & Other Custom Attributes – While the LCMS automatically collects the majority of ASTM D6433 distresses, the LCMS platform can be configured to collect the remaining distresses (raveling, distortions, and patching) using the integrated touchscreen. By means of a touchscreen-based tablet computer, highly trained IMS technicians input changes in observed distress severities and extents or identify specific roadway assets or attributes such as curb reveal or lip of gutter information. The touchscreen is integrated into the data flow through time code, GPS, DMI distance and inventory control. The data is then post-processed in the office to generate extent quantities for each observed distress severity level throughout every surveyed road section.



Sub-Surface Distress Investigations

Subsurface distress investigations are a valuable tool to assess the sub-grade condition of a roadway. If added to the scope, IMS can integrate the Structural Index (SI) as a component of each roadways final PCI score. To assess the subgrade strength of a roadway, a FastFWD Device would be utilized for Asphalt and Concrete roadways in accordance with **ASTM** standards.



While deflection testing can be conducted on all roadways, generally IMS recommends that network-level testing be completed on the high traffic routes such as arterials and collectors. Deflection testing is typically completed at least once in each direction on every street segment (every 300 - 500 feet) along the outside lanes of the roadway. Testing shall be altered to an inside lane when it appears to be in a worse condition than the outside lane of the segment based on site observations. IMS will record the readings of a series of geophones for inclusion in the overall pavement condition rating. These readings will then be used to determine the pavement strength, load transfer capabilities, and identify properties of the base and sub-grade.

Upon completion of the deflection survey a structural analysis is performed. FastFWDs apply a known load to the pavement and measure the pavements response to the load. The structural adequacy of a road is expressed as a 0 to 100 score with several key ranges: roadways with a Structural Index greater than 75 are deemed to be structurally adequate for the loading and may be treated with lightweight surface treatments or thin overlays. Those between 50 and 75 typically reflect roads that require additional pavement thickness; and scores below 50 typically require reconstruction and increased base and pavement thickness.



The adjacent graph presents a sample structural adequacy plot of a recent client's roadway network against its average pavement condition. The diagonal blue line separates roadways that are performing above expectations (above the line), from those that are not, (below the line). The small number of roadways falling below the diagonal line indicates this particular Town, Branson, Missouri, has a low percentage of roadways that are structurally inadequate for their design load. This is typically the result of insufficient base and structural materials during the original construction, or the application of overlays that were too thin during the lifetime of the roadway.

PCI Development, Analysis Configuration & Multi-Year Plan

Immediately following the completion of the field survey's IMS will begin processing the pavement distress severity and extent scores in an effort to develop a Pavement Condition Index (PCI) for each roadway segment. The condition results are analyzed by a team of IMS engineers, who then develop the Town's multi-year pavement management plan. This section provides a brief summary of the functionality of the IMS pavement analysis in order to emphasize our implementation expertise as well as the abilities and constraints within a pavement analysis.

The purpose of pavement management is to produce cost effective maintenance programs that maximize available resources and roadway life. By incorporating key components of a cost benefit analysis into the analysis operating parameters, we can develop a game plan that is optimized to meet the needs of the Town of Prosper. In addition, the analysis operating parameters described within this section will be delivered in an easy-to-use Interactive Excel Spreadsheet (ESA) including the segment PCI data, pavement deterioration curves, triggers (priority weighting factors), and the prioritized multi-year rehabilitation plan. Everything is linked to GIS in the form of simple shape files or even a personal geodatabase.

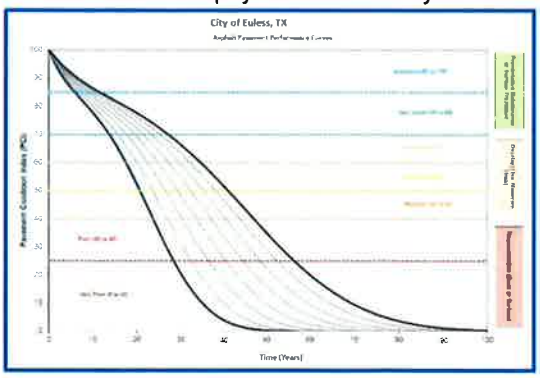
Field Inspection Data and Pavement Condition Index (PCI)

The IMS analysis allows you to store information regarding your pavements, including surface types, number of lanes, patching estimates, cross slopes, and sidewalk & curb types with replacement estimates. Pavement condition data including surface distress, roughness, and deflection results can be stored and analyzed. Using an in-house Pavement Manager Setup module, we can develop customized condition elements, distress types (load & non-load), Indices (SDI, RI, & SI), weightings, and overall PCI calculations.

In addition to the yearly programs, the net impact each budget scenario has on the expected condition of the road network over time can be determined. This budget impact can be illustrated both in terms of the yearly increase or decrease in the average network PCI score, PCI distribution, or % Backlog of roads that were not selected by the budgets. IMS converts the difficult to understand FHWA and ASTM D6433 data to a 0-10 distress rating scale with distress weighted factors (DWF), where DWF = {Area under D6433 deduct curves/3000}.

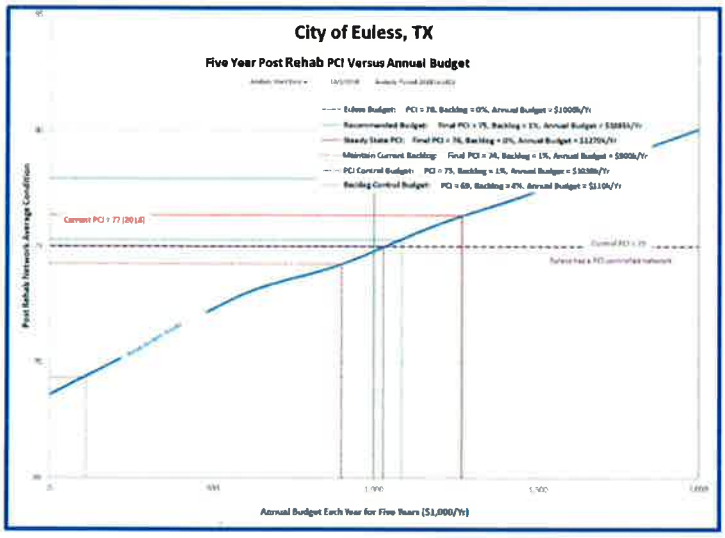
Modeling and Performance Curves

With an IMS analysis, you can forecast various budget scenarios to help you determine your ideal maintenance and rehabilitation schedule. The IMS approach will help you decide what rehab activities should be performed, when and where to perform them, and an ideal budget for your system to maintain it at a specific level of service.



IMS engineers use pavement deterioration models that can be customized to reflect the climatic conditions and structural characteristics of the Midlothian road network. As a result, performance curves can be developed on factors such as functional class, pavement type and sub-grade strength.

Rehabilitation Analysis



An unlimited number of pavement maintenance and rehabilitation strategies can be defined within our system. An analysis is then run, incorporating the performance curves, set points, filter criteria and rehab alternatives to identify the overall need in terms of rehab strategies and costs for the Town's road network, for today as well as year on year for the next 5 to 10 years.

The IMS approach allows you to input any number of "what if" budget scenarios and produce prioritized yearly rehab programs based on those funding levels over a 5-year analysis period. Typical budget scenarios include Budget $/Year, Unlimited Budget $, "Do Nothing" Budget, and a Target PCI Budget.

What is included in an IMS analysis & report?

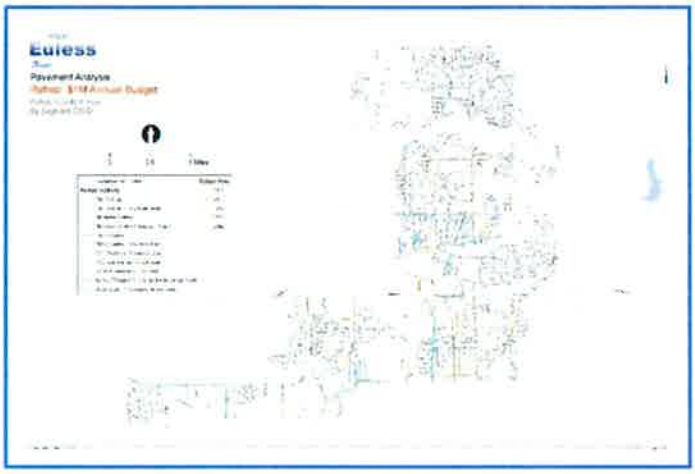
- *Street ownership and inventory/attribute report*
- *Present condition ranking* – detailed and summary condition data including; Good/Fair/Poor, Load Associated Distresses (LAD), Non-LAD, and Project reviews of each street in the network, as well as the network as a whole.
- *Fix all budget analysis* – this identifies the upper limit of spending by rehabilitating all streets assuming unlimited funding.
- *Do nothing analysis* – this identifies the effects of not performing roadway rehabilitation projects.
- *Steady state rehabilitation life cycle analysis* – this identifies the minimum amount of rehabilitation that must be completed in order to maintain the existing level of service over 3, 5, or 10 years.
- *PCI & funding levels* – what funding will be necessary to maintain a PCI of 75, 80, & 85.
- *Plus or minus 50% and other additional runs* – additional budget runs are completed at rates of +50% and -50% of the suggested steady state analysis. Up to 10 budget scenarios will be run.
- *Integration of capital projects and Master Plans* – ongoing and proposed projects that affect roadway rehabilitation planning will be incorporated into the analysis.
- *Draft multi-year rehabilitation and prioritized paving plans* – based on need, available budget and level of service constraints; a minimum of three budget runs will be completed.
- *Final prioritized paving plan* – incorporating feedback from stakeholder departments and utilities, complete with budget and level of service constraints.

An IMS pavement management program is comprehensive, from the data collection process to the implementation of software, and ensures that the Agency will have the capability to utilize the pavement condition data for the implementation of real-world maintenance and construction programs.

GIS Integration & Mapping

The role of GIS in asset management cannot be overstated. It is a powerful tool that provides the ability to handle and present vast amounts of data in an efficient manner. Not only does GIS allow an agency to visually plot textural data, it also establishes an easy access portal to the data through an efficient integration with many 3rd party asset management applications.

IMS kicks off every project by completing a brief review of the agency's GIS environment to assess suitability for network referencing, survey map preparation, and pavement management purposes. Our team will consume the Town's existing GIS files and use the GIS as the basis for developing the network segmentation on a logical block-to-block or intersection-to-intersection basis. If the Town retains an existing pavement inventory linked to an asset management system, no changes will be made unless approved by Town staff.



The data collected by IMS is linked to the existing GIS environment and is supplied as a personal geodatabase, spatial database engine, Auto CAD files, or a series of shape files. IMS collects XY coordinates for all data elements using GPS technology coupled with inertial navigation and integrates with most 3rd party GIS applications, including ESRI.

At a minimum, the GIS supplied by the Town should have an ownership attribute, functional classifications, contiguous line work, and be in a digital format such as shape files and/or personal/file geodatabases. As a supplemental task, IMS also offers full service "GIS Clean-Up" and "Functional Class Review" activities for agencies that require additional GIS development above and beyond standard network referencing activities. IMS can also compare the existing roadway inventory within any current asset management system to the Town's GIS environment. If they do not match and a one-to-one relationship is required, IMS has the team available to develop the correct referencing information. This remains an optional activity to be conducted at the discretion of Town staff.

For this assignment, GIS will be used in four key areas of work:

1. GIS will be used to verify the streets to be surveyed and to create the routing maps for use during the field surveys.
2. The survey productivity will be tracked through the plotting of the GPS data collected during the field surveys. This will allow IMS to review all streets that have been covered, identify anomalies in the referencing, and spot missed streets.
3. GIS will be used in processing the distress and inventory data. By plotting the data, we can QA the data and identify data exceptions in addition to proofing out the GIS.
4. Personal geodatabases, spatial database engines, shape and/or KML files, can be created for the visual presentation of condition data and analysis results.

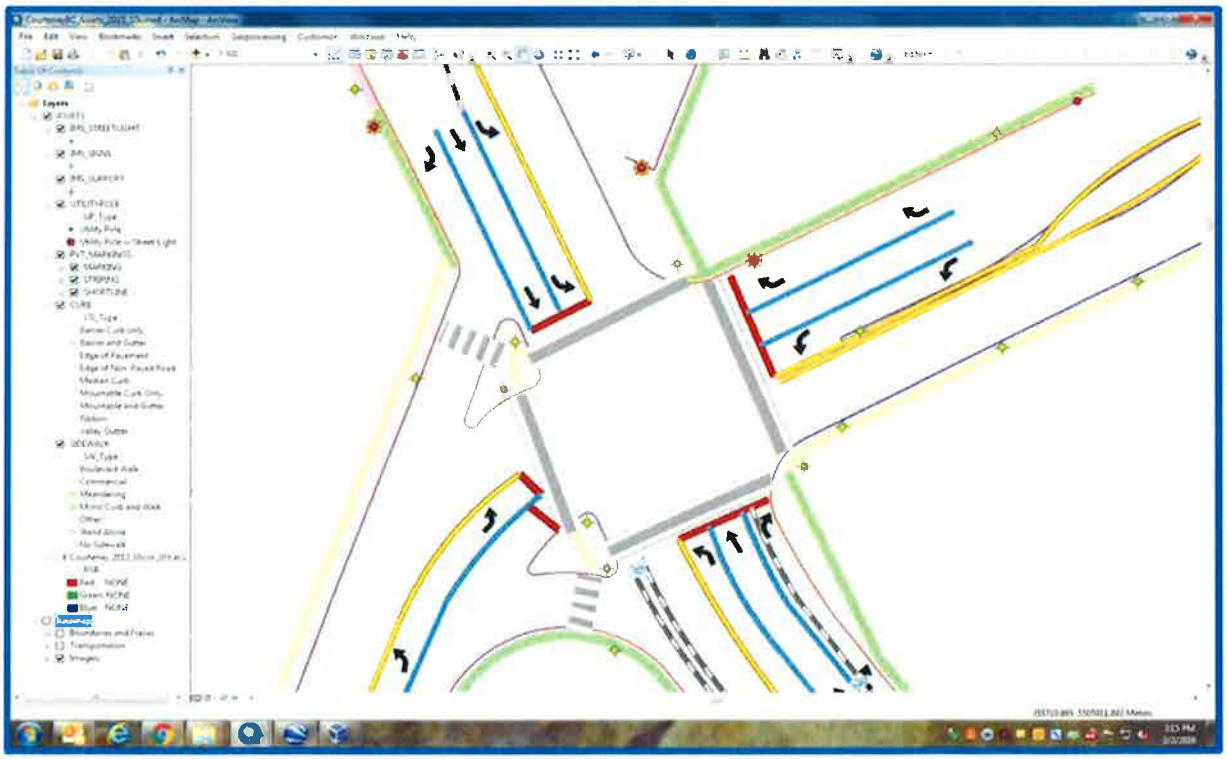
Right-of-Way Asset Inventories (Sidewalks; others?)

The IMS Laser RST uses high-end GPS coordinate data and digital cameras positioned so that all assets/attributes requiring data capture are visible with the front, side, and rear cameras. For the Town of Murphy, IMS has the capability to collect information for sidewalks, ADA Ramps, Curbs/Gutters and other assets for location verification and condition assessment. IMS can also complete ADA compliance surveys on sidewalks, trails and paths utilizing the Sidewalk Surface Tester (SST). *The right-of-way asset inventories are supplemented with air photos and GIS to ensure positional accuracy.*

The IMS technology is an open architecture system that allows virtually any type of asset to be defined for collection of location, attribute, and condition data. Once an asset is observed, the operator toggles to the individual record input screen and proceeds to input the appropriate attribute and associated information. Wherever possible, "pick lists" are employed to streamline the data entry function and provide uniform, high quality data. IMS confirms the feature attributes to be collected with the client.

The images and GPS data are merged on a frame-by-frame basis. The images are then post-processed using a specialty piece of GIS and image viewing software. Using RST imagery, the existing centerline GIS, and aerial photography, IMS spatially plots each right-of-way asset in its real-world location.

Prior to commencing each asset inventory, a document called the **Master Asset List** (MAL) will be developed, using each applicable exhibit as a starting point. The MAL defines what assets or inventory items are to be logged and what attributes will be extracted. The MAL also defines the methodology for condition rating each asset. Essentially the MAL is the direct equivalent of a "data dictionary" as it sets the rules for right-of-way asset data collection. The GIS screenshot below depicts an IMS asset inventory of sidewalks, ADA ramps, pavement striping and markings, curb & gutter and signs.

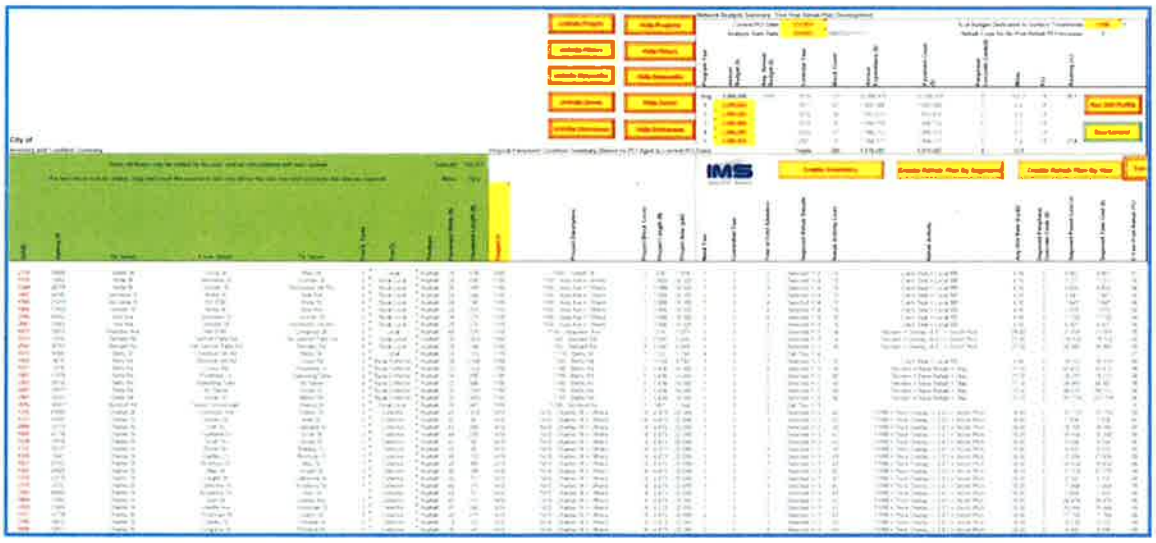


Easy Street Analysis (ESA) Spreadsheet

While the results of the survey will certainly be documented and bound into a final report that illustrates the findings of the survey, it is imperative that Town staff have access to the pavement condition and analysis results without having to become software experts. While IMS is a leading expert with most 3rd party pavement management applications as mentioned in the previous section, we have engineered a simple, and easy to use Excel spreadsheet that utilizes the core metrics of any great pavement management system such as the ability to prioritize and optimize the multi-year plans.

The Easy street Analysis (ESA) spreadsheet will be programmed to develop a multi-year maintenance and rehabilitation plan using "cost of deferral" as a rehabilitation candidate selection constraint in an effort to introduce cost-benefit techniques into the Town's pavement management plan. This will allow Midlothian to provide and demonstrate the most effective use of available funds. In addition, the ESA spreadsheet will have referenced deterioration curves for each functional classification, pavement type, and even pavement strength rating. The power of having the data in such an open architecture fashion allows the Town to utilize 3rd party software in the future if desired. The spreadsheet will also contain a full suite of maintenance and rehabilitation techniques, unit rates, and associated PCI resets. The parameters of the analysis (Priority Weighting Factors) can also be modified and reprioritized on the fly, as well as being able to prioritize the top ten streets needing reconstruction or major rehabilitation. This will allow the Town's data to evolve with the priorities of elected officials and department staff. Programmed priority weighting factors include functional classification, pavement type, and pavement strength while actual candidate selection is based on the incremental cost of deferral.

As seen in the image below, the analysis data in the spreadsheet is supplemented with many cells highlighted in yellow. The yellow highlighted cells simply indicate that they are "HOT" and can be modified by the end user. Two of the yellow cells shown below represent the Annual Budget and the Project ID. The Annual Budget cell can be modified with a new budget and the 5-year plan will automatically re-prioritize on the fly. While IMS will have already aggregated the Town's segments (intersection-to-intersection) into viable projects (multiple segments strung together to form a logical project), the user has the ability to aggregate additional segments into a project or even remove a segment from a project without having to become a software expert.



ESA Functionality: Project Completion and PCI Overrides

The spreadsheet also allows the Town to refresh the 5-year plan by entering the maintenance and rehabilitation work completed. As seen in the image below, the spreadsheet is supplemented with "PCI Override" functionality. When work is completed on a particular segment, the user simply inserts the override PCI value along with a date. The spreadsheet then removes the segment from the 5-year plan and updates all referenced network PCI averages.

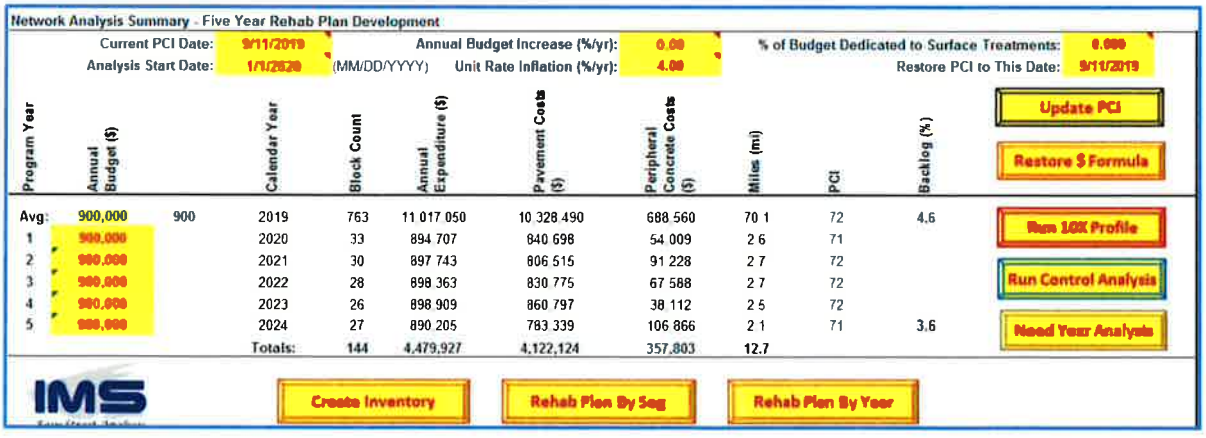
Other features of the IMS Easy Street Analysis spreadsheet are as follows:

- Red triangle tips that trigger a dialogue box explaining cell contents.
- Ability to add new road segments and attributes on the fly.
- Modifiable distress indices for Midlothian field inspections.
- Input work completed and override segment level PCI scores.
- Prioritize by neighborhoods, zones, or districts.
- Ability to modify project lengths – includes aggregating and splits.
- Commit projects and force "Must Do's" or "Must Never Do".
- Program varying annual budgets over a 5-year horizon.
- Commit a percentage of the budget to surface treatments if desired.
- Automated rehab plan prioritization and optimization.
- Macros that automatically sort and filter simple rehab and inventory lists.
- Ability to sync the spreadsheet with the Data Viewer though a .CSV file export.

While the spreadsheet is not meant to replace pavement management systems, it is an alternative for agencies that do not want to maintain the resources or staff to maintain a dedicated application. If a dedicated system is still desired, IMS will assess all other available 3rd party solutions. The ESA data integrates with GIS and is also easily exportable to be tied into PAVER, RoadManager, Lucity, Cartegraph, BeeHive, Cityworks or other software solutions.

Additional Sample Images of the ESA Interactive Spreadsheet Functionality:

Running a budget model within ESA is as easy as typing in your annual budget each year for the next 5-years. After doing so the application will automatically run the model and develop an optimized 5-year rehabilitation plan that identifies the selected rehab candidates, their year of selection, and their cost.



Projects are multiple segments/blocks that have been aggregated together to form a logical project within the pavement management system. While changing the limits or size of a project is often difficult in many pavement management applications, doing so in ESA is as simple as entering in a new "Project ID". Nothing more is necessary.

Projects Pavement Condition Summary (Based on PCI Aged to Current PCI Date)

Project ID	Project Description	ject Block Count	Project Length (ft)	Project Area (yd2)	Project PCI (PCI)	Project Cndtn Rating	ject Strength Code	ject FunCl Code	ject Pavetype Code
3700	3700 - Village Rd + Others	11	4,268	15,672	83	V Good	2	3	1
1360	1360 - Highland Dr + Others	3	1,418	4,001	56	Fair	2	3	1
3440	3440 - Andover Rd + Others	5	2,680	21,801	80	V Good	2	1	2
3700	3700 - Village Rd + Others	11	4,268	15,672	83	V Good	2	3	1
1500	1500 - Minneha Ave + Others	4	1,341	5,228	80	V Good	2	2	1
3820	3820 - Westview Cir + Others	2	1,490	4,444	53	Fair	2	3	1

The ESA application is configured with the Town's appropriate rehabilitation activities and represents a very comprehensive pavement management program in the form of an Excel Spreadsheet. A full demo of the ESA application can be scheduled with Town staff if desired.

2022-23 Proposed Project Schedule

- Contract Executed/ P.O.: July 2022
- GIS Acquisition/ Clean-up & Validation: July-August 2022
- Review Map Iterations & Approval: August 2022
- LCMS-2 & FastFWD Pavement Surveys: September 2022
- QA/ QC for Data Collected: September – November 2022
- Pavement Condition Data/ Client Review: late- November 2022
- Commence "ESA" Analysis with Client Input: December 2022
- Final Deliverables: Written Report, Analysis Maps: January 2023

2022 Pavement Data Collection Project – Fee Schedule

The detailed budget presented on the following page is based on the IMS work plan and deliverables. The detailed budget presented below is based on the IMS work plan and deliverables and conforms to the 2016 negotiated pricing through the North Central Texas Council of Governments (effective thru 12/30/2022). Note: "Lane Miles" (NCTCOG/ TX SHARE rates) and "T-Mi.", or test miles (aka survey miles) are synonymous and are defined as miles driven by the IMS van equipped with LCMS-2 tech.

Prosper, TX
2022-23 Pavement Data Collection

IMS/ North Texas SHARE Rates: 2016-2022

Item #	Description	Quantity	Unit	Lane Mile Unit Cost	Unit Rate	Total
1	Automatically and continuously measure pavement cracking, texture, rutting, width, and pavement type	270	Lane Mile	$117.00	N/A	$31,590.00
2	Collect pavement surface distress through automated means	270	Lane Mile	$1.00	N/A	$270.00
3	Provide a digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	1	Lump Sum	N/A	$1,250.00	$1,250.00
4	Collect dual-wheel path roughness data to International Roughness Index standards	270	Lane Mile	$1.00	N/A	$270.00
5	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Section 5 of the Overview in this bid. (Page 5)	270	Lane Mile	$1.00	N/A	$270.00
6	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery)	270	Lane Mile	$12.00	N/A	$3,240.00
7	Collect sidewalk data to include location, length, width and condition and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable		Lane Mile	$45.00	N/A	
8	Collect sidewalk ADA ramp data to include location, configuration, presence of truncated domes or other detectable warning feature, and condition and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.		Each	$5.00	N/A	
9	Collect roadway sign data to include type and location and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable		Each	$2.50	N/A	
10	Collect photos of ADA ramps, sidewalks, and/or roadway signs inventoried under items 7, 8, and 9 above.		Each	$0.50	N/A	
11	Collect location of curb and gutter and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable		Linear Feet	$0.01	N/A	
12	Collect location and type of visible in-pavement features such as valves, manhole covers, etc., and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable		Each	$1.00	N/A	
13	Load assessment data for all Participant-maintained pavements into a pavement management software system required by local government Participant(s), if applicable. Cost includes base cost plus lane mile unit cost.	270	Each Participant Plus Lane Mile Cost	$5.00	$3,750.00	$5,100.00
14	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. Cost includes base cost plus lane mile unit cost.	270	Each Participant Plus Lane Mile Cost	$5.00	$6,000.00	
15	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile unit cost	270	Each Participant Plus Lane Mile Cost	$12.00	$1,250.00	$4,490.00
16	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433. Provide results compatible with the Participant's GIS database, if applicable	270	Lane Mile	$15.00	N/A	$4,050.00
17	Calculate the International Roughness Index for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable	270	Lane Mile	$1.00	N/A	$270.00
18	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), and public safety emergency routes; and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Cost includes base cost plus lane mile unit cost	270	Each Participant Plus Lane Mile Cost	$1.00	$1,550.00	$1,820.00
19	Estimate the annual budget required to meet the long term goals regarding desired pavement condition levels. Cost includes base cost plus lane mile unit cost.	270	Each Participant Plus Lane Mile Cost	$1.00	$4,250.00	$4,520.00
20	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff. Cost includes base cost plus lane mile unit cost.	270	Each Participant Plus Lane Mile Cost	$1.00	$2,750.00	$3,020.00
21	Recommend the computer hardware and software needed for successful implementation, potentially including recommendations for licenses of pavement management system software and other geodatabase software as needed		Each Participant		$1,500.00	
22	Train Participant staff and provide assistance to the Public Works and IT Department as needed for the use of data collected through the fully automated system (20 person maximum per class)		Day		$3,250.00	
23	Collect and analyze pavement structural condition information through the use of a Dynaflect device in accordance with industry standards on designated participant-owned roadways	64	Lane Mile Cost	$145.00	$3,000.00	$12,280.00
24	Collect and analyze pavement structural condition information through the use of Ground Penetrating Radar (GPR) in accordance with industry standards on designated participant-owned roadways		**		N/A	
25	Collect and analyze pavement structural condition information through the use of pavement cores in accordance with industry standards on designated participant-owned roadways (traffic control included) 2		**		N/A	
					Sub-Total:	$72,440.00
26	Additional Requested Fees:					
26a.	Collection of GPS, Crossfall, & Grade	270	Lane Mile	$20.00	N/A	$5,400.00
26b.	Final Report	1	Each		$ 5,000.00	$5,000.00
26c.	Cityworks Sync: ESA Spreadsheet <>GIS (Need Constant 1-to-1 Relationship)	1	Each		$ 9,375.00	$9,375.00
26d.	Pavement Markings & Striping Database from Imagery Collected	270	Lane Mile	$60.00	N/A	$16,200.00
					Project Total:	$108,415.00

= Prosper Applicable Line Items

Prosper, TX
2022-23 Pavement Data Collection

Prosper, TX: 2022 IMS Pavement Management System Update [Reflects NCTCOG Schedule]

Task	Activity	Quant	Units	Unit Rate	Total
	Project Initiation				
1	Project Initiation	1	LS	$3,000.00	$3,000.00
2	Network Referencing & GIS Linkage	270	T-Mi	$12.00	$3,240.00
3	Network Inventory Checks & Survey Map Development	270	T-Mi	$6.00	$1,620.00
	Field Surveys				
4	LCMS-2 Mobilization/Calibration	1	LS	$3,000.00	$3,000.00
5	LCMS-2 RST Field Data Collection	270	T-Mi	$105.00	$28,350.00
	a. Right of Way Assets Data Collection (GPS & Camera Configuration: Select Once w/Any Asset Below)				$0.00
6	FastFWD Mobilization for Deflection Testing (2-pass Arterials only)	1	LS	$3,000.00	$3,000.00
	a. Arterial & Collector Deflection Testing	64	T-Mi	$175.00	$11,200.00
	b. Safety Vehicle & Operator (If needed, Town to Provide; IMS Est. 144 Hrs.)	0	HR	$135.00	$0.00
	Data Management				
7	Surface Condition Data QA/QC, Processing, & Format	270	T-Mi	$25.00	$6,750.00
8	Delivery of Digital Images @ 15' Intervals (Per View)	270	T-Mi	$12.00	$3,240.00
9	Easy Street Pavement Analysis & Budget Development	1	LS	$4,500.00	$4,500.00
	a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software			Included in Base Activities	
	b. Customizable Prioritization & Cost-Benefit Analysis			Included in Base Activities	
	c. Unlimited Access - Training Library			Included in Base Activities	
10	Pavement Markings & Striping Database Development	270	T-Mi	$60.00	$16,200.00
11	Project Management	1	LS	$4,540.00	$4,540.00
12	City Contingency - IMS Must Obtain Written Authorization (Added 25% Contract):		NTE	$22,160.00	
	a. IMS Full Written Report	1	LS	$5,000.00	$5,000.00
	b. Collect GPS, Crossfall & Grade	270	T-Mi	$20.00	$5,400.00
	c. Cityworks Sync: ESA Spreadsheet <>GIS (Need Constant 1-to-1 Relationship)	1	LV	$9,375.00	$9,375.00
				Project Total:	**$108,415.00**

Signatures

The parties have caused this Professional Services Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

IMS Infrastructure Management Services, LLC

By: _____ **President**

Signature — Title

Kurt Keifer 18 July 2022

Printed Name — Date

Town of Prosper, Texas

By: _____ **Town Manager**

Signature — Title

Harlan Jefferson

Printed Name — Date

Prosper, TX
2022-23 Pavement Data Collection

Thank you for considering IMS as a viable solution to your pavement management needs. We will strive to become an asset and extension of the Town staff and team. If any questions arise, please do not hesitate to contact me at (480) 462-4030 or jtourek@imsanalysis.com.

IMS Infrastructure Management Services

Jim Tourek, West Region Manager of Client Services

Below highlights other value-added services:

	Value-Added Service Items and Activities				
13	Enhanced Cityworks Sync to include Work Order (Initiate & Close via APIs)	1	LS	$24,500.00	$24,500.00
14	Right of Way Assets Data Collection (GPS & Camera Configuration: Select Once w/Any Asset Below)				Included in Base Activities
	a. Sign & Support Database Development	270	T-MI	$100.00	$27,000.00
	a1. Sign and Support Database (Arterials Only)	64	T-MI	$100.00	$6,400.00
	b. Markings & Striping Database Development	270	T-MI	$60.00	$16,200.00
	c. Speed Humps Database Development	270	T-MI	$20.00	$5,400.00
	d. ADA Ramp & Compliance Survey	270	T-MI	$60.00	$16,200.00
	e. Curb & Gutter Database Development	270	T-MI	$50.00	$13,500.00
	f. Traffic Signals/ Flashers. Controllers Database Development	270	T-MI	$40.00	$10,800.00
	g. Street Lights Database Development	270	T-MI	$70.00	$18,900.00
	h. Drop Inlets Database Development	270	T-MI	$60.00	$16,200.00
	i. Drivepads Database Development	270	T-MI	$120.00	$32,400.00
	j. Bridges Database Development	270	T-MI	$20.00	$5,400.00
	k. Street Furniture Database Development	270	T-MI	$16.00	$4,320.00
	l. Cattle Guards Database Development	270	T-MI	$30.00	$8,100.00
	m. Guardrails & Roadside Pedestrian Fence Database Development	270	T-MI	$40.00	$10,800.00
	n. Catch Basins/ Drainage Inlets *from Master Drainage Plan*	1	LS	TBD	
	o. 3% Discount for >2 New ROW Assets Selected (If >5, 6% Discount)	270	T-MI	TBD	
15	IMS Story Map of City's Pavement Condition (Ext. Portal or for Internal Staff)	1	EA	$7,500.00	$7,500.00
	a. Years 2 & 3 Annual Updates of Rehabs; Update	2	EA	$2,000.00	$4,000.00
16	GIS Clean-up Services	8	HR	$175.00	$1,400.00
17	GIS Remote Training Sessions w/GIS Mgr./ Expert (3 Sep. 2-Hr. Sessions)	6	HR	$150.00	$900.00
18	Town Council Presentation	1	LS	$3,500.00	$3,500.00
19	Additional or Specialty Maps for Reporting (Beyond Typical 2 Sets)	1	EA	$150.00	$150.00
20	Additional Onsite Meetings	1	EA	$3,000.00	$3,000.00
21	Additional Hard Copies of the Final Report (>3 Sets Included)	1	EA	$175.00	$175.00
22	Functional Classification Review	270	T-MI	$12.00	$3,240.00

COMMUNICATIONS

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Robyn Battle, Executive Director of Community Services**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon awarding CSP No. 2022-01-A to CivicPlus, LLC, for website design and development services, and authorizing the Town Manager to execute same.

Description of Agenda Item:

The Town developed specifications and solicited proposals for the design and development of a new Town website for the Town of Prosper, including an agreement for website hosting and support services. The initial term of the contract will be one year and will automatically renew for successive one-year terms, unless terminated by either party in accordance with the terms and conditions of the agreement.

Ten proposals were received by the due date, with eight meeting the minimum technical requirements for the project. The design and development proposals ranged from $16,985 to $136,332, and the annual hosting and support services fees ranged from $5,900 to $96,000. An evaluation committee consisting of representatives from ten Town departments evaluated the proposals based on functionality and ease of use, implementation timeline, the extent to which the proposed solution exceeded the minimum requirements, references, and cost.

After completion of the evaluation process, staff recommends award to CivicPlus, LLC, as the proposal that offers the best value to the Town. CivicPlus received excellent references and is well-known for providing excellence website solutions specifically for local governments. Design, development, and implementation of the new website is expected to take approximately seven months.

Budget Impact:

The cost for website design and development is $34,360 and the annual fee for web hosting and support services is $14,500 for a total cost of $48,860. Funding is available in the Communications budget from account 100-5480-10-06, Contract Services.

Legal Obligations and Review:

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

Attached Documents:

1. CivicPlus, LLC Quote/Statement of Work
2. Master Services Agreement

Town Staff Recommendation:

Town staff recommends approval of awarding CSP No. 2022-01-A to CivicPlus, LLC, for website design and development services, and authorizing the Town Manager to execute same.

Proposed Motion:

I move to award CSP No. 2022-01-A to CivicPlus, LLC, for website design and development services, and authorize the Town Manager to execute same.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-21644-2
Date: 12/29/2021 11:28 AM
Expires On: 8/31/2022
Product: CivicEngage

Client:
Prosper TX - CivicEngage

Bill To:
Prosper TX - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jacob Bertram	x	bertram@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
6.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	DNS Hosting for .GOV – Annual Fee	DNS Hosting for .GOV – Annual Fee - https:// www.prospertx.gov/	Renewable
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
250.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
1.00	CivicSend Annual - CivicEngage Central	CivicSend Annual	Renewable
1.00	CivicSend Implementation - CivicEngage Central	CivicSend Implementation	One-time
4.00	Virtual Content Consulting - CivicEngage	Virtual Content Consulting 1/2 day block - CivicEngage	One-time
1.00	CivicEngage CP Media Implementation	CP Media Implementation	One-time

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicEngage Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable
1.00	CivicEngage Custom IdP Integration Package	Custom IdP Integration Package Custom IdP Integration Annual Fee Custom IdP Integration Implementation Fee	Renewable
1.00	CivicEngage Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	Renewable
1.00	CivicEngage Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee	One-time
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	Renewable

Total Investment - Year 1	USD 48,860.00
Annual Recurring Services - Year 2	USD 15,225.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services-agreement ("MSA"), to which this SOW is hereby attached as the CivicEngage Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced as follows:
   a. Upon signing this SOW, thirty percent (30%) of the Total Investment Year 1 Fees;
   b. The earlier of 6 months from signing or upon completion of CivicEngage Implementation (completion of training), the remaining seventy percent (70%) of the Total Investment Year 1.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.

5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.

6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite,

and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.

7. Client allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: https://www.civicplus.com/master-services-agreement.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

CivicPlus

Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the client entity identified on the SOW ("Client"). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referredto herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agreesto reimburse CivicPlus for such fees, not to exceed $1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurringsuch expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus

Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property aretrademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users'

personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our Privacy Policy, CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online

CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineersserve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receivetutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergencysupport. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 29 and 30 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance

of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement .

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Client.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

Master Service Agreement and Statement of Work

Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: [www.civicplus.com/master-services-agreement], and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by CivicPlus and Fenton, MO. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1.
. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

MSA #31 Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §31. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

MSA #34 The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Client	**CivicPlus**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

TOWN OF PROSPER

Prosper is a place where everyone matters.

PARKS & RECREATION

To: **Mayor and Town Council**

From: **Paul Naughton, RLA, Parks Planning Manager**

Through: **Harlan Jefferson, Town Manager**
Robyn Battle, Executive Director of Community Services
Dan Baker, MBA, Parks and Recreation Director

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon a resolution authorizing the Town Manager to execute an Advance Funding Agreement for the TXDOT Green Ribbon Program Project Landscape Improvements On-System between the Texas Department of Transportation and the Town of Prosper, Texas, related to the Green Ribbon Project along US 380 from Lovers Lane to Mahard Parkway.

Description of Agenda Item:

The Town of Prosper was notified on October 15, 2021, of being selected by the Texas Department of Transportation (TxDOT) for funding through the Green Ribbon Program, in the amount of $1,275,000 for landscaping improvements on US 380 from Lovers to Mahard Parkway. At the November 23, 2021, the Town Council meeting, the Town Council awarded a contract to Halff Associates, Inc., in the amount of $95,000, to design these improvements. Part of the requirements of the Green Ribbon Program is to have an executed Advance Funding Agreement with TxDOT.

The attached Advance Funding Agreement outlines the commitments of the different entities for the landscape and irrigation improvements along US 380 from Lovers Lane to Mahard Parkway. The project budget provided by TXDOT is estimated to be $1,500,000.00. Construction costs allocated for the Green Ribbon Project will be based on an 80% federal funding and 20% state funding ratio until the federal and state funding reaches the maximum obligated amount. Direct and indirect state costs for construction will be based on 100% state funding. The Town will be responsible for 100% of the project cost overrun.

These improvements are anticipated to be complete in the Summer 2023.

Budget Impact:

Based on the project budget, TXDOT is anticipated to fund up to $1,500,000.00. Funds are being requested in the FY23 budget for this project and will be offset by the reimbursement from TXDOT. The Town does not anticipate having any project cost overruns.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution
2. Advance Funding Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council approve a resolution authorizing the Town Manager to execute an Advance Funding Agreement for the TXDOT Green Ribbon Program Project Landscape Improvements On-System between the Texas Department of Transportation and the Town of Prosper, Texas, related to the Green Ribbon Project along US 380 from Lovers Lane to Mahard Parkway.

Proposed Motion:

I move to approve a resolution authorizing the Town Manger to execute an Advance Funding Agreement for the TXDOT Green Ribbon Program Project Landscape Improvements On-System between the Texas Department of Transportation and the Town of Prosper, Texas, related to the Green Ribbon Project along US 380 from Lovers Lane to Mahard Parkway.

TxDOT:					Federal Highway Administration:	
CSJ #	0135-02-070, 0135-10-064, 0135-11-026				CFDA No.	20.205
District #	18/DAL	AFA ID	Z00002329		CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150					
Project Name	US 380 W. of SH 289 to S. Lovers Lane, US 380 E. of Teel Pkwy. to Collin CL, US 380 Denton CL to E. of SH 289				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Green Ribbon Program Project
Landscaping Improvements
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Town of Prosper**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Green Ribbon Project was established to allocate funds for landscaping activities including the planting and establishment of trees and plants on the state highway system; and,

TxDOT:					Federal Highway Administration:	
CSJ #	0135-02-070, 0135-10-064, 0135-11-026				CFDA No.	20.205
District #	18/DAL	AFA ID	Z00002329		CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150					
Project Name	US 380 W. of SH 289 to S. Lovers Lane, US 380 E. of Teel Pkwy. to Collin CL, US 380 Denton CL to E. of SH 289				*AFA Not Used For Research & Development*	

WHEREAS, Title 43, Texas Administrative Code, Chapter 11, Green Ribbon Projects, allows local governments, by the execution of written agreements, to provide money, property or services for the aesthetic improvements on the state highway system; and,

WHEREAS, Rider 15 of House Bill 1 of the 86th Legislature, expands the Green Ribbon Project, a public-private partnership initiative, to enhance the appearance of public highways by incorporating in the design and improvement of public highways the planting of trees and shrubs, emphasizing natural beauty and greenspace, integrating public art, and highlighting cultural uniqueness of neighborhoods, to other areas of the state.

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **landscaping development.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

TxDOT:					Federal Highway Administration:	
CSJ #	0135-02-070, 0135-10-064, 0135-11-026				CFDA No.	20.205
District #	18/DAL	AFA ID	Z00002329		CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150					
Project Name	US 380 W. of SH 289 to S. Lovers Lane, US 380 E. of Teel Pkwy. to Collin CL, US 380 Denton CL to E. of SH 289				*AFA Not Used For Research & Development*	

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**N/A**	Environmental Assessment and Mitigation	Article 9
3.	**N/A**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **the construction of landscaping activities to include planting and irrigation along US 380 from West of SH 289 to South of Lovers Lane, US 380 East of Teel Pkwy. to Collin CL., and US 380 Denton CL to East of SH 289 in the Town of Prosper, as shown in Attachmment B. Location Map.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may

TxDOT:					Federal Highway Administration:	
CSJ #	0135-02-070, 0135-10-064, 0135-11-026				CFDA No.	20.205
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Code Chart 64 #	34150					
Project Name	US 380 W. of SH 289 to S. Lovers Lane, US 380 E. of Teel Pkwy. to Collin CL, US 380 Denton CL to E. of SH 289				*AFA Not Used For Research & Development*	

be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly

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differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the

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legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

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E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
Town of Prosper 250 West First Street Prosper, TX 75078	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for

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noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures

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nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the

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matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

TxDOT:					Federal Highway Administration:	
CSJ #	0135-02-070, 0135-10-064, 0135-11-026				CFDA No.	20.205
District #	18/DAL	AFA ID	Z00002329		CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150					
Project Name	US 380 W. of SH 289 to S. Lovers Lane, US 380 E. of Teel Pkwy. to Collin CL, US 380 Denton CL to E. of SH 289				*AFA Not Used For Research & Development*	

employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

TxDOT:					Federal Highway Administration:	
CSJ #	0135-02-070, 0135-10-064, 0135-11-026				CFDA No.	20.205
District #	18/DAL	AFA ID	Z00002329		CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150					
Project Name	US 380 W. of SH 289 to S. Lovers Lane, US 380 E. of Teel Pkwy. to Collin CL, US 380 Denton CL to E. of SH 289				*AFA Not Used For Research & Development*	

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CSJ #	0135-02-070, 0135-10-064, 0135-11-026				CFDA No.	20.205
District #	18/DAL	AFA ID	Z00002329		CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150					
Project Name	US 380 W. of SH 289 to S. Lovers Lane, US 380 E. of Teel Pkwy. to Collin CL, US 380 Denton CL to E. of SH 289				*AFA Not Used For Research & Development*	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart Typed or Printed Name	Harlan Jefferson Typed or Printed Name
Director of Contract Services Typed or Printed Title	Town Manager Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CSJ #	0135-02-070, 0135-10-064, 0135-11-026				CFDA No.	20.205
District #	18/DAL	AFA ID	Z00002329		CFDA Title	Highway Planning and Construction
Code Chart 64 #	34150					
Project Name	US 380 W. of SH 289 to S. Lovers Lane, US 380 E. of Teel Pkwy. to Collin CL, US 380 Denton CL to E. of SH 289				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT

CCSJ 0135-02-070
CSJ's 0135-10-064, 0135-11-026



Town of Prosper, Texas

FUNDING SOURCE: Green Ribbon FY2022

PROJECT DESCRIPTION: Landscape enhancements and improvements to include trees, shrubs, groundcovers and irrigation

PROJECT LIMITS:
CSJ 0135-02-070 - US 380 W. of SH 289 to S. Lovers Ln.
CSJ 0135-10-064 - US 380 E. of Teel Pkwy. to Collin CL
CSJ 0135-11-026 - US 380 Denton CL to E. of SH 289

TxDOT:					Federal Highway Administration:	
CSJ #	0135-02-070, 0135-10-064, 0135-11-026				CFDA No.	20.205
District #	18/DAL	AFA ID	Z00002329		CFDA Title	Highway Planning and Construction
Code Chart 64 #						
Project Name	US 380 W. of SH 289 to S. Lovers Lane, US 380 E. of Teel Pkwy. to Collin CL, US 380 Denton CL to E. of SH 289				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Construction cost allocation for the Green Ribbon Project will be based on 80% Federal funding and 20% State funding until the Federal and State funding reaches the maximum obligated amount. Direct and Indirect State costs for construction will be based on 100% State funding. The Local Government will then be responsible for 100% of Project cost and overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost		Cost
Construction (by Local)-0135-02-070	$473,333.00	80%	$378,666.40	20%	$94,666.60	0%	$0
Construction (by Local)-0135-10-064	$473,333.00	80%	$378,666.40	20%	$94,666.60	0%	$0
Construction (by Local)-0135-11-026	$473,333.00	80%	$378,666.40	20%	$94,666.60	0%	$0
CNST Management (by Local)(5%)	$70,999.95	0%	$0	100%	$70,999.95	0%	$0
Subtotal	**$1,490,998.95**		**$1,135,999.20**		**$354,999.75**		**$0**
Direct State Cost – Env	$18,637.49	0%	$0	100%	$18,637.49	0%	$0
Direct State Cost – Eng.	$18,637.49	0%	$0	100%	$18,637.49	0%	$0
Direct State Cost – ROW	$18,637.49	0%	$0	100%	$18,637.49	0%	$0
Direct State Cost – UTL	$18,637.48	0%	$0	100%	$18,637.48	0%	$0
Direct State Cost – CNST	$74,549.95	0%	$0	100%	$74,549.95	0%	$0
Subtotal	**$149,099.90**		**$0**		**$149,099.90**		**$0**
Indirect State Cost – 4.77%	$71,120.65	0%	$0	**100%**	$71,120.65		**$0**
TOTAL	**$1,711,219.50**		**$1,135,999.20**		**$575,220.30**		**$0**

Initial Payment by the Local Government to the State: $0.00

Payment by the Local Government to the State before Construction: $0.00

Estimated total payment by the Local Government to the State $0.00.

The final amount of Local Government participation will be based on actual costs.

This is a placeholder document: please upload your resolution materials in place of this document



TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2022-XX**

A RESOLUTION OF THE TOWN OF PROSPER, TEXAS, APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE GREEN RIBBON PROGRAM PROJECT LANDSCAPE IMPROVEMENTS ALONG THE FOLLOWING PORTIONS OF STAE HIGHWAYS: US 380 FROM WEST OF SH 289 (PRESTON ROAD) TO SOUTH OF LOVERS LANE; US 380 EAST OF TEEL PARKWAY TO THE COLLIN COUNTY LINE; AND US 380 DENTON COUNTY LINE TO EAST OF SH 289 (PRESTON ROAD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation ("TxDOT") has established the Green Ribbon Program to allocate funds for landscaping activities including planting and establishment of trees and plants on the state highway system; and

WHEREAS, TxDOT requires recipients of Green Ribbon Program funds to enter into an Advance Funding Agreement ("AFA") prior to distribution of funds; and

WHEREAS, the Town of Prosper ("Town") has been awarded Green Ribbon Program Project funds for landscaping improvements on US 380 from west of SH 289 (Preston Road) to south of Lovers Lane, US 380 east of Teel Pkwy to Collin County Line, and US 380 Denton County Line to east of SH 289 (Preston Road); and

WHEREAS, the Town is authorized to enter into an AFA with TxDOT for the Green Ribbon Program; and

WHEREAS, the Town Council believes it to be in the best interests of the citizens of Prosper to approve an AFA with TxDOT for Green Ribbon Project funding for the landscaping improvements described above; and

WHEREAS, Chapter 11 of Title 43 of the Texas Administrative Code addresses the Green Ribbon Program and allows local governments, by the execution of written agreements, to provide money, property or services for aesthetic improvements on the state highway system; and

WHEREAS, certain legislative enactments from the 86th Legislative Session provide the Green Ribbon Project as a public-private partnership initiative to enhance the appearance of public highways by incorporating in the design and improvement of public highways the planting of trees and shrubs emphasizing natural beauty and greenspace, integrating public art, and highlighting cultural uniqueness of neighborhoods, to other areas of the state; and

WHEREAS, all legal and statutory prerequisites for the adoption of this Resolution have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the Town Council of the Town of Prosper deems the adoption of this Resolution to be in the best interests of the health, safety, and welfare of the public.

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

SECTION 1

All matters stated hereinabove are found to be true and correct and are incorporated herein by reference.

SECTION 2

The Town Council approves and authorizes entering in the Advance Funding Agreement (AFA) with TxDOT.

SECTION 3

The Town Manager or Mayor of the Town of Prosper, Texas is hereby authorized to execute the Advance Funding Agreement, which is attached hereto and incorporated by reference, and to exercise the rights and duties of the Town thereunder in order to receive funding through the Green Ribbon Program for landscaping improvements on US 380 from West of SH 289 (Preston Road) to south of Lovers Lane, US 380 east of Teel Pkwy to the Collin County Line, and US 380 Denton County Line to east of SH 289 (Preston Road).

SECTION 4

This Resolution shall take effect immediately upon and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS THE 26TH DAY OF JULY, 2022.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

TOWN OF PROSPER

Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon approving the purchase of one (1) Winsted Custom Conference and Emergency Operations Center Table from Ford AV, through the Texas Local Government Purchasing Cooperative.

Description of Agenda Item:

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

In June 2005, the Town of Prosper entered into an Interlocal Participation Agreement, which authorized the Town's participation in the Texas Local Government Purchasing Cooperation BuyBoard program for the purchasing of goods and services through the cooperative's online purchasing system. Being a part of this program allows the Town to purchase the Winsted Custom Conference and Emergency Operations Center Table for the new Central Fire Station while also meeting all competitive bid requirements.

Budget Impact:

The total expenditure for the Conference Table is $61,311.00. This was budgeted in the FF&E for the new Central Fire Station and will be funded from account No. 750-6610-10-00-2113-FC.

Attached Documents:

1. Quote

Town Staff Recommendation:

Staff recommends approving the purchase of one (1) Winsted Custom Conference and Emergency Operations Center Table from Ford AV, through the Texas Local Government Purchasing Cooperative.

Proposed Motion:

I move to approve the purchase of one (1) Winsted Custom Conference and Emergency Operations Center Table from Ford AV, through the Texas Local Government Purchasing Cooperative.

4901 Statesman Drive, Irving, TX 75063-2412 972-241-9966 Fax 405-946-9991

PROPOSAL NO.	HS72950
DATE	07/15/22
PAGE	1 of 1
CUSTOMER NO.	TPTXPRO

SALES QUOTE

BILL TO

Town of Prosper
PO Box 307
Prosper, TX 75078
Attn: Charlie Howell

SHIP TO

Town of Prosper
121 W. Broadway
Prosper, TX 75078
Attn: Charlie Howell

SALES REP	LOCATION	DIVISION	DATE NEEDED	TAX CODE	TYPE	CLASS	INV TIME	SHIP CPL	PRINTED ON
SCHOH	3	3	07/28/22	TXGOV	QS	TA		no	07/15/22 1:57 PM

SHIP VIA	FREIGHT	TERMS	PURCHASE ORDER #	CUSTOMER PHONE #
UPS	IPP			972-569-1017

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	PRICE	EXTENDED PRICE
1.00	WINS.QT211202BD	Winsted Custom Quote	EA	61,311.00	61,311.00

MERCHANDISE :	61,311.00
FREIGHT	0.00
SALES TAX :	0.00
QUOTE AMOUNT :	61,311.00

This quote is done under BuyBoard Contract #644-21

Thank you for your business. www.fordav.com

This quote includes the following

Qty (1) Conference Table, TOWN OF PROSPER: Construction of the 180" Wide by 90" Deep Conference Table will be of Laminated MDF with a Laminated MDF work surface with Comfort Edge.. The lower cabinetry is capable of housing CPUs or general storage. The console will also contain the following: (Per Design Package) (12) Large Pop Up Grommet 4 RJ45/ 1 HDMI/ 2 USB(WCD-D108)(4) Large Pop Up Grommet 3 Power/ 2 USB/ 1 HDMI/ 1 RJ45 (WCD-D108)(12) Medium Pop Up Grommet 3 Power/ 1 Open (WCD-D107)(5) 6-Outlet Power Supply (WCD-P101)

Qty (12) Monitor Stand Risers

On-Site Assembly: 2 Winsted Custom Division employees on-site for 1 day. The price includes all travel costs and materials associated with the final assembly.

Shipping of consoles to: Prosper, TX 75078

PROPRIETARY INFORMATION. The information contained herein is for use by the parties hereto and is not for distribution outside their respective companies. All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this estimate. This agreement is contingent upon accidents or delays beyond our control. Owner shall carry fire and other necessary insurance. Our workers are covered by Worker's Compensation insurance. This proposal is valid for 30 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

AUTHORIZED BY: _____ DATE: _____

TOWN OF PROSPER

Prosper is a place where everyone matters.

FIRE DEPARTMENT

To: **Mayor and Town Council**

From: **Stuart Blasingame, Fire Chief**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon the purchase of Fire Hose Nozzles and Fittings for two new fire apparatus (Pumper Engine & Quint) from Metro Fire Apparatus Specialist, Inc. through the Texas Local Government Purchasing Cooperative.

Description of Agenda Item:

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

In June 2005, the Town of Prosper entered into an Interlocal Participation Agreement, which authorized the Town's participation in the Texas Local Government Purchasing Cooperation BuyBoard program for the purchasing of goods and services through the cooperative's online purchasing system. Being a part of this program, allows the Town to purchase Fire Hose Nozzles and Fittings for two new fire apparatus from Metro Fire Apparatus Specialist, Inc.

Budget Impact:

The total expenditure for the apparatus Fire Hose Nozzles and Fittings is $48,785.00. A loose equipment budget was previously approved by the Town Council in FY-2022 for the Pumper/Engine and Quint. This item will be funded as follows:

Account No. 750-6160-10-00-2105-EQ - $24,392.50
Account No. 750-6160-10-00-2201-EQ - $24,392.50

Attached Documents:

1. Quote

Town Staff Recommendation:

Staff recommends approving the purchase of Fire Hose Nozzles and Fittings for two new fire apparatus (Pumper Engine & Quint) from Metro Fire Apparatus Specialist, Inc. through the Texas Local Government Purchasing Cooperative.

Proposed Motion:

I move to approve the purchase of Fire Hose Nozzles and Fittings for two new fire apparatus (Pumper Engine & Quint) from Metro Fire Apparatus Specialist, Inc. through the Texas Local Government Purchasing Cooperative.

QUOTE

Number	192007-0
Quote Date	06/28/2022
Page	1

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: PROSPER FIRE DEPARTMENT
P O BOX 307
PROSPER, TX 75078

Ship to: PROSPER FIRE DEPARTMENT
1500 EAST 1ST STREET
PROSPER, TX 75078

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
PRO001	RYAN BERGMAN	DAVID PETRICCA		

Entered By	FOB	Ship Via	Terms
DAVID PETRICCA	CUSTOMER PAYS FREIGHT	BEST WAY	NET 20 DAYS

Customer/Order Instructions

BUYBOARD CONTRACT #603-20

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
12	12	12	EA	KEY-DP30-800-ECO-YLW-50-ARN	ECO-10 - 3" X 50' YELLOW HOSE ROCKER LUG NH COUPLING LIGHTWEIGHT DOUBLE JACKET EPDM RUBBER LINER	259.00	3108.00
2	2	2	EA	KEY-RC30-600-ORG-50-ARN	DURA FLOW 3" X 50' ORANGE HOSE ROCKER LUG NH COUPLING NITRILE/PVC RUBBER ATTACK HOSE	297.00	594.00
20	20	20	EA	KEY-RC50-450-YLW-100-STZ	PRO FLOW LDH 5" STZ X 100' YELLOW HOSE 5" STORZ COUPLING NITRILE/PVC RUBBER SUPPLY HOSE	715.00	14300.00
2	2	2	EA	KEY-RC50-450-YLW-25-STZ	PRO FLOW LDH 5" STZ X 25' YELLOW HOSE 5" STORZ COUPLING NITRILE/PVC RUBBER SUPPLY HOSE	370.00	740.00
4	4	4	EA	TFT-AA6NJ-NJ	2.5" M NH X 2.5" M NH RIGID MALE TO MALE ADAPTER	36.00	144.00
6	6	6	EA	TFT-AA7NJ-NJ	2.5" F NH X 2.5" F NH SWIVEL RL TO SWIVEL RL ADAPTER	65.00	390.00
4	4	4	EA	TFT-AA5NJ-NF	2.5" F NH X 1.5" M NH RIGID FEM ROCKER LUG TO RIGID ADAPTER	39.00	156.00
4	4	4	EA	TFT-AA6NF-NF	1.5" M NH X 1.5" M NH RIGID MALE TO MALE ADAPTER	30.00	120.00
4	4	4	EA	TFT-AA7NF-NF	1.5" F NH X 1.5" F NH SWIVEL RL TO SWIVEL RL ADAPTER	56.00	224.00

Continued on next page....

QUOTE GOOD FOR 30 DAYS

QUOTE

Number	192007-0
Quote Date	06/28/2022
Page	2

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: PROSPER FIRE DEPARTMENT
P O BOX 307
PROSPER, TX 75078

Ship to: PROSPER FIRE DEPARTMENT
1500 EAST 1ST STREET
PROSPER, TX 75078

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
PRO001	RYAN BERGMAN	DAVID PETRICCA		

Entered By	FOB	Ship Via	Terms
DAVID PETRICCA	CUSTOMER PAYS FREIGHT	BEST WAY	NET 20 DAYS

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
2	2	2	EA	TFT-WT5NJ-NJ-NF	WATER THIEF 2.5 NHF X 2.5 NHM DUAL 1.5 NHM SIDE PORTS	990.00	1980.00
4	4	4	EA	TFT-AYNJ-NF	2.5" FORESTRY GATED WYE 2.5" F NH RL SW INLET X (2) 1.5" M NH OUTLET	435.00	1740.00
2	2	2	EA	TFT-AA2ST-NJ	5" STORZ X 2.5" M NH STORZ TO RIGID M ADAPTER	190.00	380.00
2	2	2	EA	TFT-MST-4NJ	4 STACKED TIPS: 2.5" NH INLET X 1 3/8" - 1 1/2" - 1 3/4" - 2	430.00	860.00
4	4	4	EA	TFT-ABD3ST-NX	G-FORCE BALL INTAKE VALVE 6" FEMALE X 5" STORZ BIV	1400.00	5600.00
2	2	2	EA	TFT-AV5NJ-NJ	2.5" 1/4-TURN HYDRANT VALVE 2.5" F NH LH SW INLET X 2.5" M NH OUTLET	450.00	900.00
2	2	2	EA	TFT-AA1HST-NP	5" STORZ X 4" F NH STORZ TO FEM RIGID HANDLE ADAPTER	285.00	570.00
2	2	2	EA	TFT-AA1HST-NR	5" STORZ X 4.5" F NH STORZ TO FEM RIGID HANDLE ADAPTER	285.00	570.00
2	2	2	EA	TFT-AYLNF-NF	1.5" FORESTRY GATED WYE 1.5" F NH INLET X (2) 1.5" M NH LH OUTLET	190.00	380.00
2	2	2	EA	TFT-AVGSC2SNJNJ	2.5" HI-RISE VALVE W/ GAUGE 2.5" F NH LH SW INLET X 0-200 PSI - SLOW CLOSE PIVOT OUTLET	800.00	1600.00

Continued on next page....

QUOTE GOOD FOR 30 DAYS

QUOTE

Number	192007-0
Quote Date	06/28/2022
Page	3

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: PROSPER FIRE DEPARTMENT
P O BOX 307
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Ship to: PROSPER FIRE DEPARTMENT
1500 EAST 1ST STREET
PROSPER, TX 75078

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
PRO001	RYAN BERGMAN	DAVID PETRICCA		

Entered By	FOB	Ship Via	Terms
DAVID PETRICCA	CUSTOMER PAYS FREIGHT	BEST WAY	NET 20 DAYS

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
1	1	1	EA	TFT-XX111A	2.5" NH BLITZFIRE MONITOR	2900.00	2900.00
2	2	2	EA	TFT-DS1040BC	BUBBLE CUP NOZZLE 1.0NH NO PISTOL GRIP	350.00	700.00
1	1	1	EA	TFT-JSS11	BLITZFIRE STRAIGHT TIP 2.5" NH INLET X 1.25" TIP	150.00	150.00
2	2	2	EA	TFT-PA-1	TRANSFORMER PIERCING NOZZLE 150 GPM @ 100 PSI COMPLETE IN A CARRY BAG	899.00	1798.00
2	2	2	EA	TFT-UE-095-NF	IN-LINE FOAM EDUCTOR 1.5" FNH INLET X 1.5" MNH OUT 95 GPM WITH 36" HOSE	780.00	1560.00
8	8	8	EA	KOC-K48-3-P18	COMPLETE SPANNER/HYDRANT SET 1 K07 HYDRANT WRENCH 2 K01 SPANNER WRENCH BLACK PC	130.00	1040.00
8	8	8	EA	ELK-T-464	UNIVERSAL SPANNER WRENCH	35.00	280.00
2	2	2	EA	ELK-470	HOLDER ONLY HYDRANT/SPANNER SET MOUNT ONLY-NO WRENCHES ELK-O-LITE	95.00	190.00
2	2	2	EA	RBF-777-YL	HI RISE BAG	299.00	598.00
2	2	2	EA	KOC-HPKE25R25-45-H52	F SW RL NH 2.5" X M NH 2.5" HI PRESSURE 45 DEGREE ELBOW BLACK HC	270.00	540.00
2	2	2	EA	KEY-RC50-450-GRN-50-STZ	PRO FLOW LDH 5" STZ X 50' GREEN HOSE 5" STORZ COUPLING NITRILE/PVC RUBBER SUPPLY	490.00	980.00

Continued on next page....

QUOTE GOOD FOR 30 DAYS

QUOTE

Number	192007-0
Quote Date	06/28/2022
Page	4

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: PROSPER FIRE DEPARTMENT
P O BOX 307
PROSPER, TX 75078

Ship to: PROSPER FIRE DEPARTMENT
1500 EAST 1ST STREET
PROSPER, TX 75078

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
PRO001	RYAN BERGMAN	DAVID PETRICCA		

Entered By	FOB	Ship Via	Terms
DAVID PETRICCA	CUSTOMER PAYS FREIGHT	BEST WAY	NET 20 DAYS

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
					HOSE		
1	1	1	EA	TFT-XXB111A	BLITZTAC PORTABLE MONITOR 500 GPM 2.5" F NH SWIVEL RL INLET X 2.5 M NH RIGID OUTLET	2698.00	2698.00
1	1	1	EA	TFT-MD12A	2.5" NH MAX-FORCE TIP 100-500 GPM @ 55/100 PSI DUAL PRESSURE	995.00	995.00

SubTotal	48,785.00
Total	48,785.00

QUOTE GOOD FOR 30 DAYS

ENGINEERING SERVICES

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Hulon T. Webb, Jr., P.E., Interim Executive Director of Development and Infrastructure Services**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:
Consider and act upon an ordinance establishing a no parking zone on Prince William Lane from Coleman Street to Highbridge Lane.

Description of Agenda Item:
The Town has received complaints regarding parents parking along Prince William Lane south of Coleman Street near Prosper High School, blocking traffic. In order to provide safety for kids crossing Coleaman Street and Prince William Lane, the Police Department recommends restricting parking on Prince William Lane between Coleman Street and Highbridge Lane. The parking restriction will be on school days from 7AM-9AM and 2PM-4PM. This restriction is similar to the no parking zone the Town successfully implemented along Wilson Drive north of Reynolds Middle School in 2020.

Budget Impact:
The estimated cost for signs and poles is $600 and will be purchased from the Streets Department FY2022 Adopted Budget (Account Number 100-5640-50-01).

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

Attached Documents:
1. Location Map
2. No Parking Ordinance

Town Staff Recommendation:
Town staff recommends that the Town Council adopt an ordinance establishing a no parking zone on Prince William Lane from Coleman Street to Highbridge Lane.

Proposed Motion:
I move to adopt an ordinance establishing a no parking zone on Prince William Lane from Coleman Street to Highbridge Lane.

Location Map



TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2022-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING DIVISION 2, "NO-PARKING ZONES," OF ARTICLE 12.05, "PARKING, STOPPING AND STANDING," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY ADDING A NEW SECTION 12.05.035, "PRINCE WILLIAM LANE," TO PROHIBIT PARKING ON A PORTION OF PRINCE WILLIAM LANE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas ("Town"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

WHEREAS, the Texas Transportation Code, as amended, provides that the governing body of a municipality may adopt parking regulations; and

WHEREAS, the Town has investigated and determined that a no-parking zone on Prince William Lane, as more fully described herein, is both warranted and prudent, and it is the desire of the Town to adopt the following regulations related thereto.

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

Existing Division 2, "No-Parking Zones," of Article 12.05, "Parking, Stopping and Standing," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances is hereby amended by adding a new Section 12.05.035, "Prince William Lane," to read as follows:

"**ARTICLE 12.05 PARKING, STOPPING AND STANDING**

*** * ***

Division 2. No-Parking Zones

*** * ***

Sec. 12.05.035 Prince William Lane

There shall be no parking on both sides of Prince William Lane from its intersection with Coleman Street south two-hundred feet (200') to the intersection of Highbridge Lane, from 7:00 a.m. until 9:00 a.m. and from 2:00 p.m. until 4:00 p.m. on school days. A person commits an offense by violating any provision of this section."

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 of Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

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 after its passage and publication, as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF JULY, 2022.

APPROVED:

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

ENGINEERING SERVICES

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **Hulon T. Webb, Jr., P.E., Interim Executive Director of Development and Infrastructure Services**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:
Consider and act upon an ordinance establishing a no parking zone on Meadowbrook Boulevard from Coit Road to Foxfield Court.

Description of Agenda Item:
The Town has received complaints regarding parents parking along Meadowbrook Boulevard east of Coit Road near Rogers Middle School, blocking traffic. In order to provide safety for kids crossing Coit Road and Meadowbrook Boulevard, the Police Department recommends restricting parking on Meadowbrook Boulevard between Coit Road and Foxfiled Court. The parking restriction will be on school days from 7AM-9AM and 2PM-4PM. This restriction is similar to the no parking zone the Town successfully implemented along Wilson Drive north of Reynolds Middle School in 2020.

Budget Impact:
The estimated cost for signs and poles is $600 and will be purchased from the Streets Department FY2022 Adopted Budget (Account Number 100-5640-50-01).

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

Attached Documents:
1. Location Map
2. No Parking Ordinance

Town Staff Recommendation:
Town staff recommends that the Town Council adopt an ordinance establishing a no parking zone on Meadowbrook Boulevard from Coit Road to Foxfield Court.

Proposed Motion:
I move to adopt an ordinance establishing a no parking zone on Meadowbrook Boulevard from Coit Road to Foxfield Court.

Location Map



TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2022-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING DIVISION 2, "NO-PARKING ZONES," OF ARTICLE 12.05, "PARKING, STOPPING AND STANDING," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY ADDING A NEW SECTION 12.05.036, "MEADOWBROOK BOULEVARD," TO PROHIBIT PARKING ON A PORTION OF MEADOWBROOK BOULEVARD; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas ("Town"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

WHEREAS, the Texas Transportation Code, as amended, provides that the governing body of a municipality may adopt parking regulations; and

WHEREAS, the Town has investigated and determined that a no-parking zone on Meadowbrook Boulevard, as more fully described herein, is both warranted and prudent, and it is the desire of the Town to adopt the following regulations related thereto.

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

Existing Division 2, "No-Parking Zones," of Article 12.05, "Parking, Stopping and Standing," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances is hereby amended by adding a new Section 12.05.036, "Meadowbrook Boulevard," to read as follows:

"**ARTICLE 12.05 PARKING, STOPPING AND STANDING**

*** * ***

Division 2. No-Parking Zones

*** * ***

Sec. 12.05.036 Meadowbrook Boulevard

There shall be no parking on both sides of Meadowbrook Boulevard from its intersection with Coit Road east two-hundred feet (200') to the intersection of Foxfield Court, from 7:00 a.m. until 9:00 a.m. and from 2:00 p.m. until 4:00 p.m. on school days. A person commits an offense by violating any provision of this section."

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 of Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

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 after its passage and publication, as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF JULY, 2022.

APPROVED:

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

TOWN OF PROSPER

Prosper is a place where everyone matters.

ENGINEERING SERVICES

To: **Mayor and Town Council**

From: **Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon an ordinance amending Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zones.

Description of Agenda Item:

The Prosper Independent School District (PISD) recently announced the following new start and end times for the elementary school and high schools for the 2022-2023 school year.

Elementary School Hours	**Start**	**End**
Current	7:45 AM	2:50 PM
New	7:42 AM	2:52 PM
Middle School Hours	**Start**	**End**
No Change	8:15 AM	3:30 PM
High School Hours	**Start**	**End**
Current	8:35 AM	4:04 PM
New	8:42 AM	4:10 PM

Typical hours of operation for school zones are from approximately 30 minutes before to approximately 15 minutes after the start of school and from approximately 15 minutes before to approximately 30 minutes after the end of school. Because of the atypical proposed start and end times for the elementary school being so close to the current school zone times, the school zone times will remain unchanged and be set up to begin 27 minutes before school starts and end 18 after school starts, and begin 17 minutes before school ends and end 28 minutes after school ends.

This change will require that the Town revise the hours of operation for school zones associated with the following campus: Prosper High School. The change in school times and change in typical school zone hours are shown below. The elementary school zone hours and middle school hours remain unchanged.

Elementary School Hours (Current)	**School Zone Hours**
7:45 AM to 2:50 PM	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM
Elementary School Hours (New)	**School Zone Hours**
7:42 AM to 2:52 PM	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM
Middle School Hours (No Change)	**School Zone Hours**
8:15 AM to 3:30 PM	7:45 AM to 8:30 AM 3:15 PM to 4:00 PM
High School Hours (Current)	**School Zone Hours**
8:35 AM to 4:04 PM	8:05 AM to 8:50 AM 3:50 PM to 4:35 PM
High School Hours (New)	**School Zone Hours**
8:45 AM to 4:10 PM	8:15 AM to 9:00 AM 3:55 PM to 4:40 PM

Previously approved deviations from the typical hours of operation include the following:

- August 25, 2020 – Town Council approved extending the morning and afternoon school zone time along Fishtrap Road for Rushing Middle School to start at the same time as the start of the morning and afternoon school zone hours for Stuber Elementary. This allows the school zone flashers along Fishtrap Road to be active when the Stuber Elementary School students are crossing at Fishtrap Road and Chaucer Drive. The PISD has a crossing guard placed at this intersection.

- July 23, 2019 – Town Council approved extending the afternoon school zone time along La Cima Boulevard at Amistad Drive to end 70 minutes after Folsom Elementary ends to allow students walking home from Rogers Middle School additional time to cross La Cima Boulevard. This corresponds to the July 25, 2017, approved deviation along La Cima Boulevard at Arrowhead Drive.

- December 9, 2014 – Town Council approved extending the morning school zone time for Rogers Middle School to start 45 minutes before school due to the significant volume of early pedestrian traffic.

- July 25, 2017 – Town Council approved extending the afternoon school zone time along La Cima Boulevard at Arrowhead to end 70 minutes after Folsom Elementary ends to allow students walking home from Rogers Middle School additional time to cross La Cima Boulevard.

Furthermore, this ordinance will add new school zones recently created due to the addition of Hall Elementary within the Star Trail development.

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

Town Staff Recommendation:
Town staff recommends that the Town Council approve an ordinance amending Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zone.

Proposed Motion:
I move to approve an ordinance amending Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zones.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2022 - ___**

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 12.09.004, "SCHOOL TRAFFIC ZONES," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER BY MODIFYING THE LIMITS ON WHICH SCHOOL ZONES ARE ESTABLISHED; MODIFYING THE HOURS OF OPERATION OF SUCH ZONES; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas ("Town"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

WHEREAS, Section 541.302 of the Texas Transportation Code defines a "school crossing zone" as a reduced-speed zone designated on a street by a local authority to facilitate safe crossing of the street by children going to or leaving a public or private elementary or secondary school during the time the reduced speed limit applies; and

WHEREAS, Section 545.356 of the Texas Transportation Code provides that the governing body of a municipality may alter prima facie speed limits by ordinance based on the results of an engineering and traffic investigation; and

WHEREAS, the Town Council has investigated and finds that it is necessary for the protection and safety of children going to and leaving public elementary and secondary schools within Prosper to amend Section 12.09.004, "School Traffic Zones," of the Code of Ordinances to modify the reduced speed school zones on certain public streets as set forth herein.

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

Existing Section 12.09.004, "School Traffic Zones," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended by modifying the limits on which school zones are established, and the hours of operation of such zones, to read as follows:

Street Name	Limits	Hours of Operation	Speed Limit
Bryant Elementary School			
Falling Leaves Drive	From 200 feet north of Ironwood Drive to Ironwood Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Freeman Way	From 200 feet west of Goldenrod Lane to Teel Parkway	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Goldenrod Lane	From 200 feet south of Freeman Way to Ironwood Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Ironwood Drive	From 200 feet west of Goldenrod Lane to Teel Parkway	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Old Rosebud Lane	From 200 feet west of Goldenrod Lane to Goldenrod Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Rock Springs Drive	From 200 feet north of Ironwood Drive to Ironwood Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Seven Oaks Drive	From 220 feet south of Freeman Way to Freeman Way	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Teel Parkway	From 300 feet north of Ironwood Drive to 300 feet south of Freeman Way	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Cockrell Elementary School			
Cliff Creek Drive	From 130 feet southwest of school property to Evergreen Drive.	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Escalante Trail	From Whitley Place Drive to Prosper Trail	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Evergreen Drive	From 130 feet southwest of Orchard Grove Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Fisher Road	From Escalante Drive to 205 feet east of Escalante Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Mesa Drive	From Escalante Drive to 200 feet east of Escalante Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Orchard Grove Drive	From Evergreen Drive to Escalante Trail	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Prosper Trail	From 750 feet west of Escalante Trail to 300 feet east of Escalante Trail	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Red Wing Drive	From Escalante Drive to 215 feet east of Escalante Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Whitley Place Drive	From 150 feet southwest of Escalante Trail to 150 feet northeast of Escalante Trail	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20

Folsom Elementary School			
Amistad Drive	From La Cima Boulevard to 100 feet northwest of La Cima Boulevard	7:15 AM to 8:00 AM 2:35 PM to 4:00 PM	20
Amistad Drive	From La Cima Boulevard to 190 feet southeast of La Cima Boulevard	7:15 AM to 8:00 AM 2:35 PM to 4:00 PM	20
Arrowhead Drive	From La Cima Boulevard to 120 feet southeast of La Cima Boulevard	7:15 AM to 8:00 AM 2:35 PM to 4:00 PM	20
Arrowhead Drive	From 270 feet northwest of Sommerville Drive to Sommerville Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Buffalo Springs Drive	From 200 feet north of Cedar Lake Drive to 185 feet south of Cedar Lake Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Calaveras Court	From 260 feet northwest of Sommerville Drive to Sommerville Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Cedar Lake Drive	From 135 feet west of Buffalo Springs Drive to White River Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
La Cima Boulevard	From 255 feet southwest of Amistad Drive to 260 feet northeast of Amistad Drive	7:15 AM to 8:00 AM 2:35 PM to 4:00 PM	20
La Cima Boulevard	From 300 feet southwest of Arrowhead Drive to 300 feet northeast of Arrowhead Drive	7:15 AM to 8:00 AM 2:35 PM to 4:00 PM	20
Livingston Drive	From 180 feet northwest of Salada Drive to Twin Buttes Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Monticello Drive	From 130 feet northwest of La Cima Boulevard to La Cima Boulevard	7:15 AM to 8:00 AM 2:35 PM to 4:00 PM	20
Salada Drive	From Livingston Drive to 175 feet north east of Livingston Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Sommerville Drive	From White River Drive to Livingston Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Texana Drive	From Livingston Drive to 180 feet northeast of Livingston Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Twin Buttes Drive	From Livingston Drive to 170 feet northeast of Livingston Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
White River Drive	From 190 feet south of Cedar Lake Drive to 280 feet north of Sommerville Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Hall Elementary School			
Big Sky Drive	From Edgewood Lane to 130 feet west of Edgewood Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Edgewood Lane	From Kessler Drive to 130 feet south of Big Sky Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Gentle Knoll Lane	From Star Meadow Drive to 200 feet north of Star Meadow Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Glendover Drive	From Kessler Drive to 240 feet south of Kessler Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Kessler Drive	From Star Trail Parkway to Edgewood Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Legacy Drive	From 300 feet north of Star Meadow Drive to 850 feet south of Star Meadow Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20

Star Meadow Drive	From Legacy Drive to 200 feet east of Gentle Knoll Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Star Trail Parkway	From 200 feet northeast of Kessler Drive to 200 feet southwest of Kessler Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
<u>Rucker Elementary School</u>			
Craig Road	From 100 feet north of Preston Road to 100 feet south of First Street	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
<u>Stuber Elementary School</u>			
Clearwater Drive	From 210 feet west of Village Park Lane to Village Park Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Fishtrap Road	From 300 feet west of Village Park Lane to 610 feet east of Village Park Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Highland Street	From 160 feet west of Village Park Lane to Village Park Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Shadow Ridge Drive	From 215 feet west of Village Park Lane to Village Park Lane	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Village Park Lane	From Fishtrap Road to Highland Street	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Zilker Parkway	From 160 south of Highland Street to Highland Street	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
<u>Windsong Elementary School</u>			
Copper Canyon Drive	From 115 feet south of Marigold Lane to Fishtrap Road	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Fishtrap Road	From 300 feet west of Redstem Drive to 300 feet east of Copper Canyon Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Fishtrap Road	From 260 feet west of Windsong Parkway to 220 feet east of Windsong Parkway	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Lantana Lane	From 200 feet east of Copper Canyon Drive to Copper Canyon Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Marigold Lane	From 145 feet west of Redstem Drive to 135 feet east of Copper Canyon Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Paddock Lane	From 265 feet west of Redstem Drive to Redstem Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Pine Leaf Lane	From 265 feet east of Copper Canyon Drive to Copper Canyon Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Porosa Lane	From 200 feet west of Redstem Drive to Redstem Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Prairie Clover Lane	From 265 feet east of Copper Canyon Drive to Copper Canyon Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Redstem Drive	From 125 feet south of Marigold Lane to Fishtrap Road	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Sweet Clover Drive	From 265 feet east of Copper Canyon Drive to Copper Canyon Drive	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20
Windsong Parkway	From 120 feet north of Fishtrap Road to 120 feet south of Fishtrap Road	7:15 AM to 8:00 AM 2:35 PM to 3:20 PM	20

Reynolds Middle School			
Church Street	From 30 feet north of Eighth Street to Prosper ISD Property Line	7:45 AM to 8:30 AM 3:15 PM to 4:00 PM	20
Coleman Street	From 160 feet north of Gorgeous Drive to 60 feet south of Wilson Drive	7:45 AM to 8:30 AM 3:15 PM to 4:00 PM	20
Rogers Middle School			
Coit Road	From 300 feet south of Richland Boulevard to 1,150 feet north of Richland Boulevard	7:30 AM to 8:30 AM 3:15 PM to 4:00 PM	20
Richland Boulevard	From 300 feet west of Coit Road to east end of roadway	7:30 AM to 8:30 AM 3:15 PM to 4:00 PM	20
Rushing Middle School			
Chaucer Drive	From Fishtrap Road to Clearwater Drive	7:15 AM to 8:30 AM 2:35 PM to 4:00 PM	20
Clearwater Drive	From 300 feet east of Chaucer Drive to Grove Vale Drive	7:15 AM to 8:30 AM 2:35 PM to 4:00 PM	20
Fishtrap Road	From 300 feet west of Chaucer Drive to 190 feet west of Winsor Dr.	7:15 AM to 8:30 AM 2:35 PM to 4:00 PM	20
Grove Vale Drive	From 30 feet south of Clearwater Drive to Clearwater Drive	7:15 AM to 8:30 AM 2:35 PM to 4:00 PM	20
Prosper High School			
Coleman Street	From 110 feet east of Talon Lane to 1,900 feet east of Talon Lane	8:15 AM to 9:00 AM 3:55 PM to 4:40 PM	20
Frontier Parkway	From 3,930 feet west of SH 289 (Preston Road) to 3,305 feet west of SH 289 (Preston Road)	8:15 AM to 9:00 AM 3:55 PM to 4:40 PM	20

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 of Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

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 after its passage and publication, as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF JULY, 2022.

APPROVED:

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

PLANNING

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:
Consider and act upon an ordinance to amend the Zoning Ordinance, Chapter 3, Section 1.3 Schedule of Uses, Chapter 3, Section 1.4 Conditional Development Standards, and Chapter 3, Section 2.2 Definitions, to include "Food Pantry", in the Agricultural, "A," zoning district. (MD22-0005).

Description of Agenda Item:
The purpose of the amendment, which was approved by Town Council on June 28, 2022 by a vote of 7-0 is to amend the zoning ordinance to include a new use and definition "Food Pantry", in the Agricultural, "A," zoning district with conditional development standards.

An ordinance has been prepared accordingly.

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

Attached Documents:
1. Ordinance

Town Staff Recommendation:
Town staff recommends approval of an ordinance to amend the Zoning Ordinance, Chapter 3, Section 1.3 Schedule of Uses, Chapter 3, Section 1.4 Conditional Development Standards, and Chapter 3, Section 2.2 Definitions, to include "Food Pantry", in the Agricultural, "A," zoning district. (MD22-0005).

Proposed Motion:
I move to approve an ordinance to amend the Zoning Ordinance, Chapter 3, Section 1.3 Schedule of Uses, Chapter 3, Section 1.4 Conditional Development Standards, and Chapter 3, Section 2.2 Definitions, to include "Food Pantry", in the Agricultural, "A," zoning district. (MD22-0005).

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2022-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE TOWN'S ZONING ORDINANCE BY AMENDING EXISTING SUBSECTION 1.3(C), "EDUCATIONAL, INSTITUTIONAL, PUBLIC, AND SPECIAL USES," OF SUBSECTION 1.3, "SCHEDULE OF USES," OF SECTION 1, "USE OF LAND AND BUILDINGS," OF CHAPTER 3, "PERMITTED USES," BY ADDING "FOOD PANTRY" AS A PERMITTED USE IN THE AGRICULTURAL, "A," ZONING DISTRICT WITH CONDITIONAL DEVELOPMENT STANDARDS; AMENDING EXISTING SUBSECTION 1.4, "CONDITIONAL DEVELOPMENT STANDARDS," OF SECTION 1, "USE OF LAND AND BUILDINGS," OF CHAPTER 3, "PERMITTED USES AND DEFINITIONS," BY ADDING CONDITIONAL DEVELOPMENT STANDARDS FOR ANY FOOD PANTRY USE; AMENDING EXISTING SUBSECTION 2.2 OF SECTION 2, "DEFINITIONS," OF CHAPTER 3, "PERMITTED USES AND DEFINITIONS," BY ADDING A DEFINITION OF "FOOD PANTRY"; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Prosper, Texas, has recommended amending the Town's Zoning Ordinance to encompass those amendments as set forth herein; and

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, the Town Council of the Town of Prosper, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to amend the Town's Zoning Ordinance as set forth herein.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Prosper, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

SECTION 2

From and after the effective date of this Ordinance, existing Subsection 1.3(C), "Educational, Institutional, Public, and Special Uses," of Subsection 1.3, "Schedule of Uses," of Section 1, "Use of Land and Buildings," of Chapter 3, "Permitted Uses and Definitions," of the Town's Zoning Ordinance, is hereby amended by adding "Food Pantry" as a permitted use in the Agricultural, "A," zoning district with conditional development standards, to read as follows:

SECTION 1.3(C) EDUCATIONAL, INSTITUTIONAL, PUBLIC, AND SPECIAL USES	Residential Districts							Non-Residential Districts								
	A - Agricultural	SF – Single Family	DTSF – Downtown	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown	NS – Neighborhood	DTR – Downtown	R – Retail	DTC – Downtown	C – Commercial	CC – Commercial	I – Industrial
Food Pantry	**48**															

SECTION 3

From and after the effective date of this Ordinance, existing Subsection 1.4, "Conditional Development Standards," of Section 1, "Use of Land and Buildings," of Chapter 3, "Permitted Uses and Definitions," of the Town's Zoning Ordinance, as amended, is hereby amended by adding new Conditional Development Standards for "Food Pantry," to read as follows:

"1.4 Conditional Development Standards

*** * ***

48. Food Pantry

A food pantry shall be subject to the following development standards:

a) All food in storage must meet Town public health regulations.

b) Food must be distributed in its original packaging, except fresh produce may be distributed unpackaged.

c) Hours of operation must be clearly displayed on or near its entrance.

d) It is not allowed for money or services to be required as a condition of receiving food.

e) No food shall be stored on the exterior of the facility."

SECTION 4

From and after the effective date of this Ordinance, Subsection 2.2 of Section 2, "Definitions," of Chapter 3, "Permitted Uses and Definitions," of the Town's Zoning Ordinance, is hereby amended by adding a definition of "Food Pantry," to read as follows:

"2.2

* * *

Food Pantry – A non-profit organization authorized pursuant to § 501(c)(3) of the Internal Revenue Code, not affiliated with a religious land use, that provides food directly to individuals and families in need at no cost to those individuals and families. Food pantries may receive, buy, store and/or distribute food; however, on-site preparation of food is not permitted.

* * *"

SECTION 5

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. 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 or invalid.

SECTION 6

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, and any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7

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 two thousand dollars ($2,000.00) for each offense.

SECTION 8

This Ordinance shall become effective from and after its adoption and publication as required by law; however, the provisions of this Ordinance shall not be applicable to any residential development or tract of land for which one or more final plats has been approved by the Town as of the effective date of this Ordinance.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF JULY, 2022.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

PLANNING

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon a Site Plan and Façade Plan for a Limited Service Hotel, on 1.8± acres, located on the west side of Mahard Parkway, south of Prairie Drive. The property is zoned Planned Development-101 (PD-101). (D22-0031).

Description of Agenda Item:

The Site Plan shows a 64,098 square-foot Hotel, including 93 rooms. The depicted number of off-street parking spaces meets the minimum standards of the Zoning Ordinance. Access is provided from Mahard Parkway. Per the PD, the Site Plan and Façade Plan require approval from Town Council. The Site Plan and Façade Plan conforms to the PD-101 development standards.

Attached Documents:

1. Location Map
2. Site Plan
3. Façade Plan

Planning & Zoning Commission Recommendation:

At their July 5, 2022 meeting, the Planning & Zoning Commission recommended the Town Council approve the Site Plan and Façade Plan for a Limited Service Hotel, on 1.8± acres, located on the west side of Mahard Parkway, south of Prairie Drive subject to the following:

1. Town Council approval of the Site Plan and Façade Plan.
2. Town staff approval of civil engineering, irrigation, open space, and address plans.
3. Town staff approval of all fire hydrants, fire department connections (FDC) and fire lanes, including widths, radii, and location.

Town Staff Recommendation:

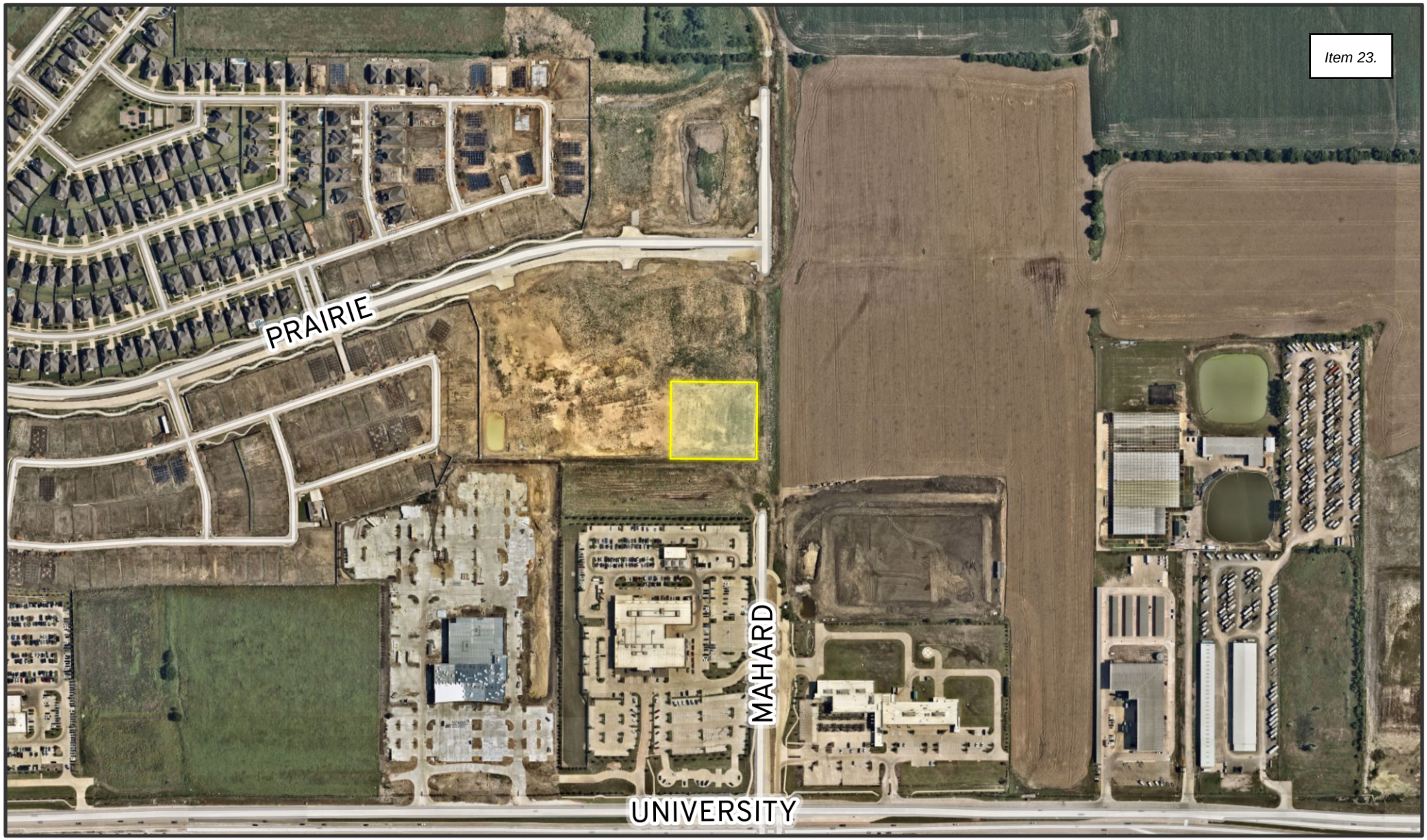
Town staff recommends approval of the Site Plan and Façade Plan for a Limited Service Hotel, on 1.8± acres, located on the west side of Mahard Parkway, south of Prairie Drive subject to the following:

1. Town staff approval of civil engineering, irrigation, open space, and address plans.
2. Town staff approval of all fire hydrants, fire department connections (FDC) and fire lanes, including widths, radii, and location.

Proposed Motion:

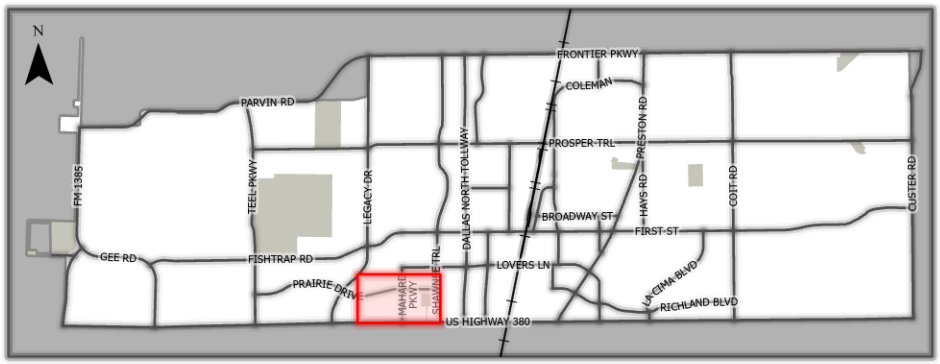
I move to approve the Site Plan and Façade Plan for a Limited Service Hotel, on 1.8± acres, located on the west side of Mahard Parkway, south of Prairie Drive subject to the following:

1. Town staff approval of civil engineering, irrigation, open space, and address plans.
2. Town staff approval of all fire hydrants, fire department connections (FDC) and fire lanes, including widths, radii, and location.



TOWN OF PROSPER

0 280 560 1,120 Feet

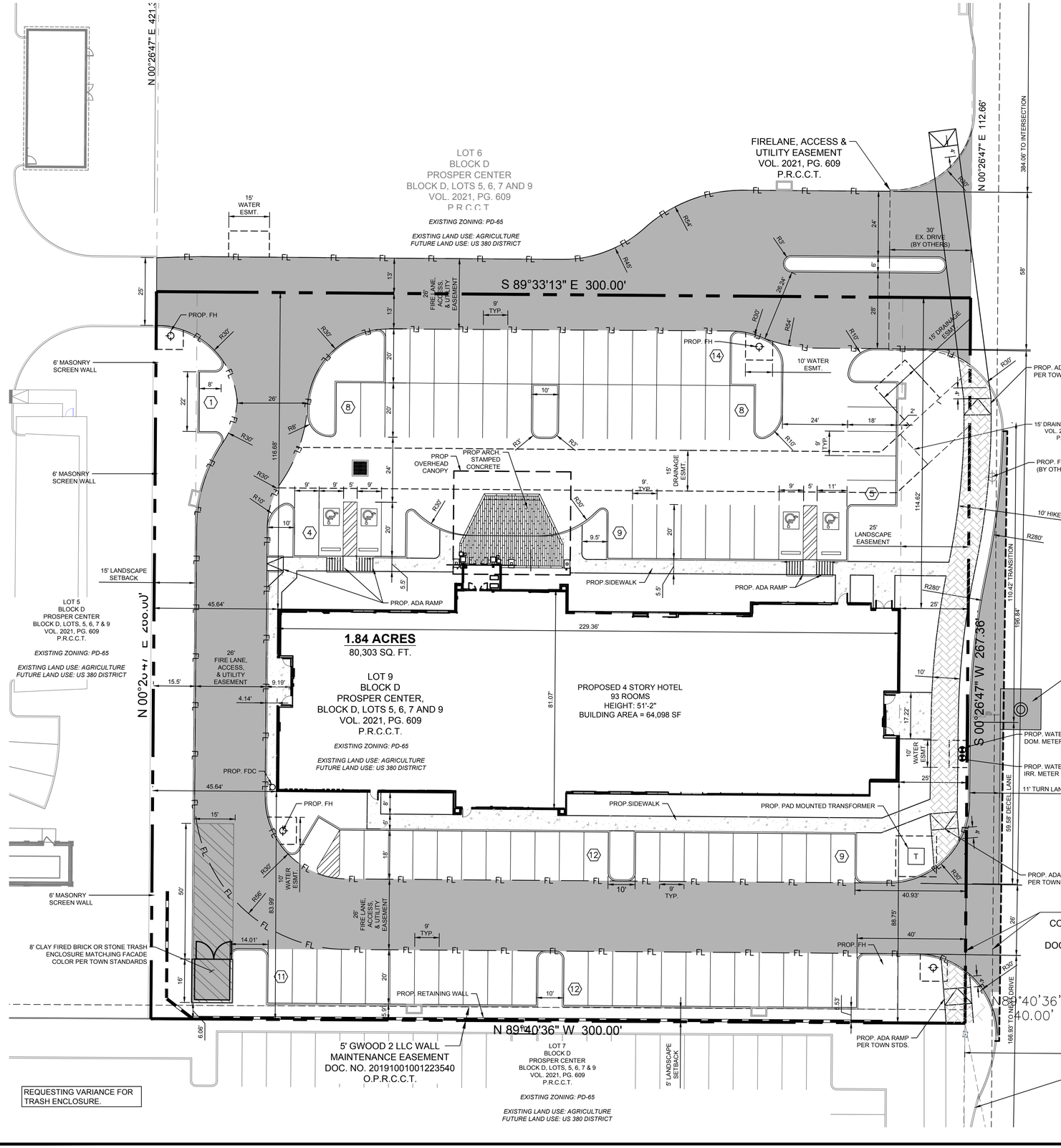


This map for illustration purposes only

D22-0031

Holiday Inn Express

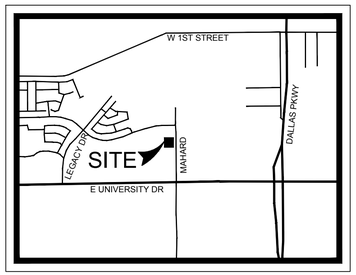
Site Plan



GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.



VICINITY MAP
N.T.S.

CALLED 20.000 ACRES
MSW PROSPER 380, LP
INSTR. NO. 20131226001678930
O.P.R.C.C.T.

EXISTING ZONING: PD-47

EXISTING LAND USE: AGRICULTURE
FUTURE LAND USE: TOLLWAY DISTRICT

LEGEND	
	FIRE LANE CONCRETE PAVEMENT
	PROPOSED CONCRETE CURB AND GUTTER
(X)	PARKING COUNT
FL	PROPOSED FIRE LANE STRIPPING

SITE PLAN NOTES:
ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.

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 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. OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.
8. FIRE LANES SHALL BE DESIGNATED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
9. TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
10. SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
11. FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS.
12. THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE.
13. BUILDINGS MORE THAN 30 FEET HIGHT ARE REQUIRED TO HAVE A MINIMUM OF 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIREFIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT WIDE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET.
14. THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET.
15. THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LAND SHALL BE A MINIMUM OF 30 FEET.
16. DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
17. FIRE HYDRANTS SHALL BE PROBIDED AT THE ENTRTANCES AND INTERSECTIONS.
18. AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R3. R-3 DEVELOPMENTS SHALL BE EVERY 500 FEET. DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE HOSE IS LAID BY A FIRE APPARATUS FROM HYDRANT-TO-HYDRANT, NOT AS THE "CROW FLIES".
19. FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5" STORZ, 30-DEGREE DOWNWARD TURNING WITH LOCKING CAP.
20. FIRE HYDRANTS SHALL BE LOCATED 2 FOOT TO 6 FOOT BACK FROM THE CURB OF FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC.
21. THERE SHALL BE A MINIMUM OF TWO FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDARNT SHALL BE LOCAED ON EACH LOT.
22. A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ACCESS. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER.
23. THE MAXIMUM DEAD END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS.
24. 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.
25. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
26. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE PRELIMINARY SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
27. ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
28. SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS AND BARRIER-FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
29. ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
30. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE..
31. ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
32. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
33. SITE WILL BE UNAVAILABLE TO DEVELOPED UNTIL A GRAVITY TRUNK MAIN HAS BEEN CONSTRUCTED FOR THE BASIN.
34. 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.
35. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

HOLIDAY INN EXPRESS & SUITES
LOT 9, BLOCK D, PROSPER CENTER

CASE #: D22-0031

DEVELOPER:
SHYANA HOSPITALITY MANAGEMENT, LLC
6401 ELDARADO PKWY, SUITE: 338
MCKINNEY, TX 75070
EMAIL: DIPAL0102@GMAIL.COM CONTACT NAME: PANKAJ PATEL

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

LEGAL DESCRIPTION:

LOT 9, BLOCK D,
OF PROSPER CENTER
BLOCK D, LOTS 5, 6, 7, & 9
AN ADDITION TO THE TOWN OF PROSPER,
COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF IN
VOL. 2021 PG. 609
P.R.C.C.T.

CITY:	STATE:
TOWN OF PROSPER	TEXAS

COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	COLLIN COUNTY SCHOOL	147

TEXAS FIRM #14199
CLAYMOORE ENGINEERING
1903 CENTRAL DR, SUITE #406
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: DREW DONOSKY
P.E. No. 125651 Date 7/1/2022

HOLIDAY INN EXPRESS & SUITES
PROSPER, TX - 75078

No.	DATE	REVISION	BY

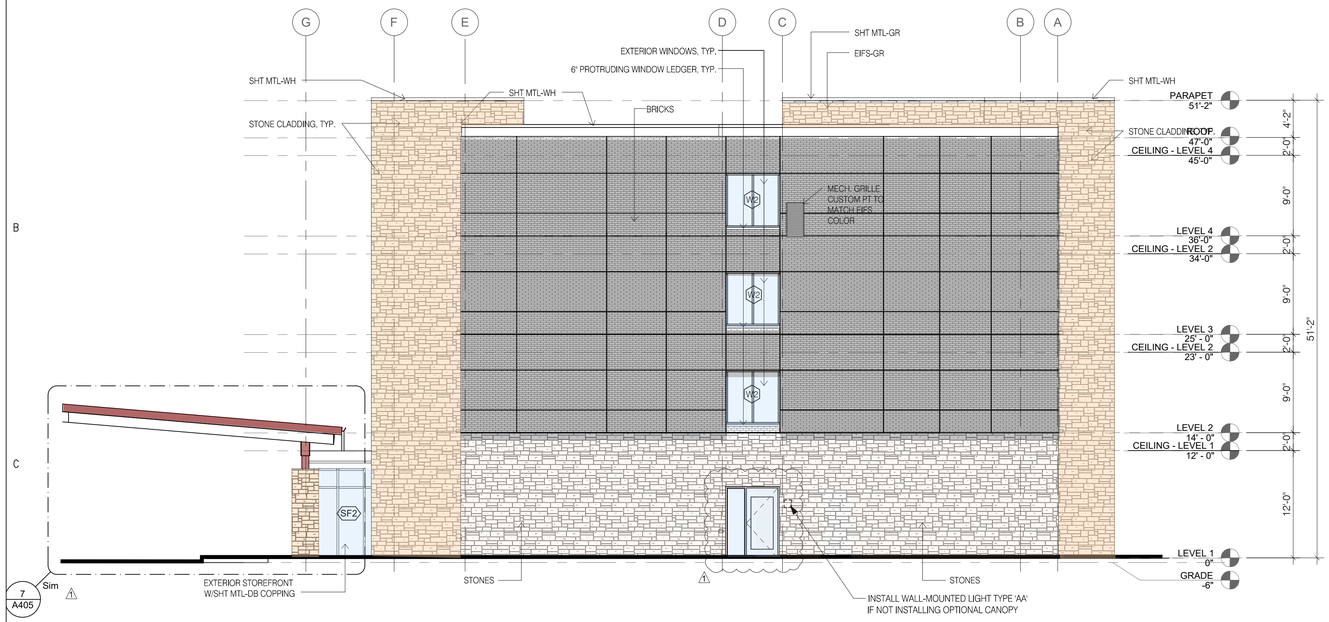
SITE PLAN

DESIGN:	JEV
DRAWN:	JEV
CHECKED:	ASD
DATE:	03/14/2022

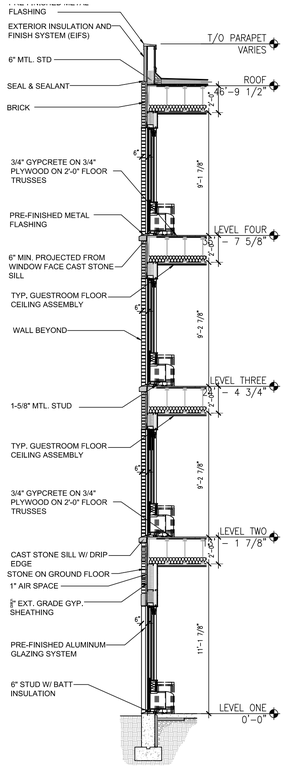
SHEET
SP-1

File No:

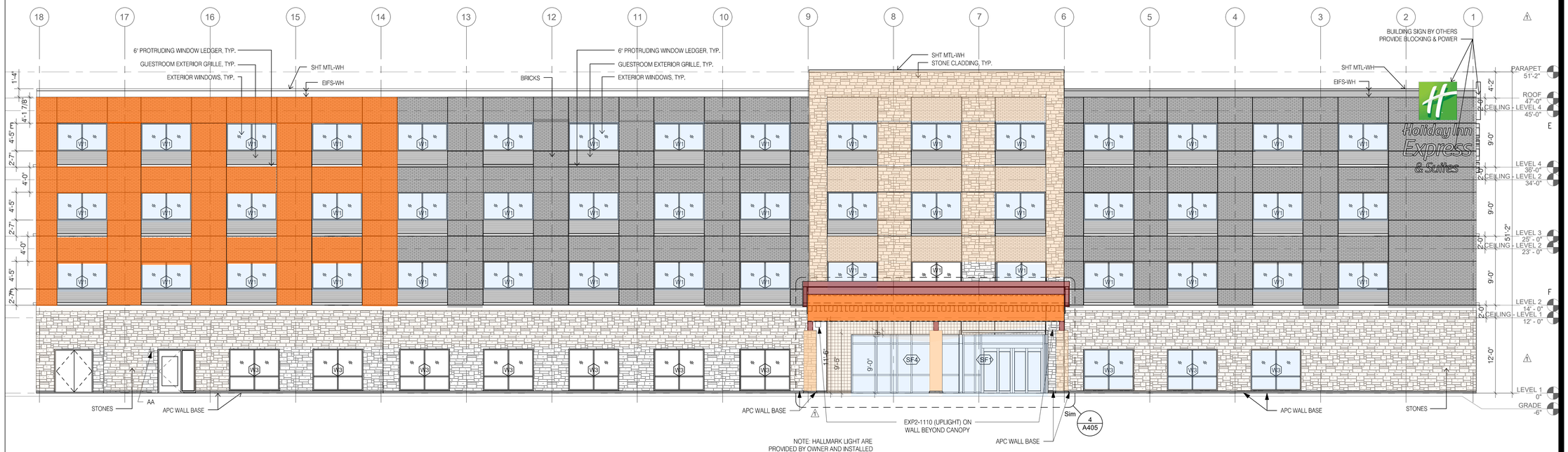
PLOTTED BY: DREW DONOSKY
PLOT DATE: 7/1/2022 6:47 AM
LOCATION: Z:\PROJECTS\PROJECTS\2022-025 HOLIDAY INN EXPRESS PROSPER\CADD\SHEETS\SP-1 SITE PLAN.DWG
LAST SAVED: 6/30/2022 5:42 PM



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



3 WALL SECTION BETWEEN GRIDS 12 & 13
NTS



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

MATERIAL CALCULATIONS - OVERALL		
	AREA	PERCENTAGE
STONE	8,602	29.1%
BRICKS	13,727	46.5%
WINDOWS/DOORS	7,187	24.3%
TOTAL	29,516	100%

MATERIAL CALCULATIONS - NORTH		
	AREA	PERCENTAGE
STONE	2,696	24.8%
BRICKS	4,607	42.3%
WINDOWS/DOORS	3,585	32.9%
TOTAL	10,888	100%

MATERIAL CALCULATIONS - WEST		
	AREA	PERCENTAGE
STONE	1,847	44.6%
BRICKS	2,078	50.2%
WINDOWS/DOORS	213	5.1%
TOTAL	4,138	100%

MATERIAL LEGEND:

- HILL COUNTRY LIME STONE CREAM BY CORONADO OR EQ.
- HILL COUNTRY LIME STONE BANDERA BY CORONADO OR EQ.
- 26 SAVANAH BY BLCKSON BRICK OR EQ.
- 507 MONUMENT GRAY BRICK BY BLACKSON BRICK OR EQ.
- CALIFORNIA ROSE BRICK BY BLACKSON BRICK OR EQ.
- WHITE COLOR EIFS BY STO OR EQ.

ARCHITECT:
PRP ARQ CORP.
ARCHITECTURE•URBAN PLANNING•INTERIOR DESIGN
PRP ARQ, corp.
3 Colonial Court
Frisco, Texas 75034
tel: 972 900 3104
email: ppatel2030@gmail.com
www.
Frisco TEXAS USA

CONSULTANT:

Holiday Inn Express

HOLIDAY INN EXPRESS & SUITES, PROSPER. TEXAS - 75078

FOR

PROSPER HOTELS LTD. HIXS - LOCATION NO. TX-17979

PROSPER . TEXAS

ISSUE	DESCRIPTION	DATE
1	FRANCHISE COMMENTS	03/02/22

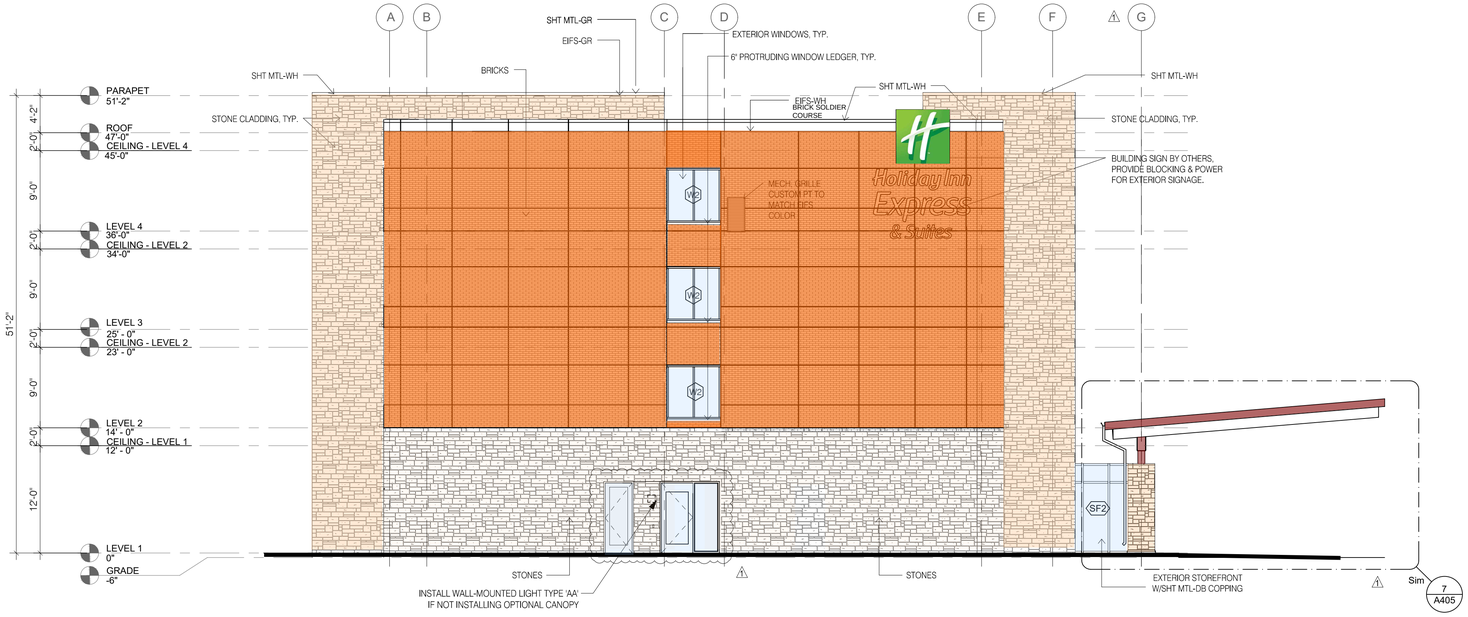
PROFESSIONAL SEALS

CASE NO. Z19-0016

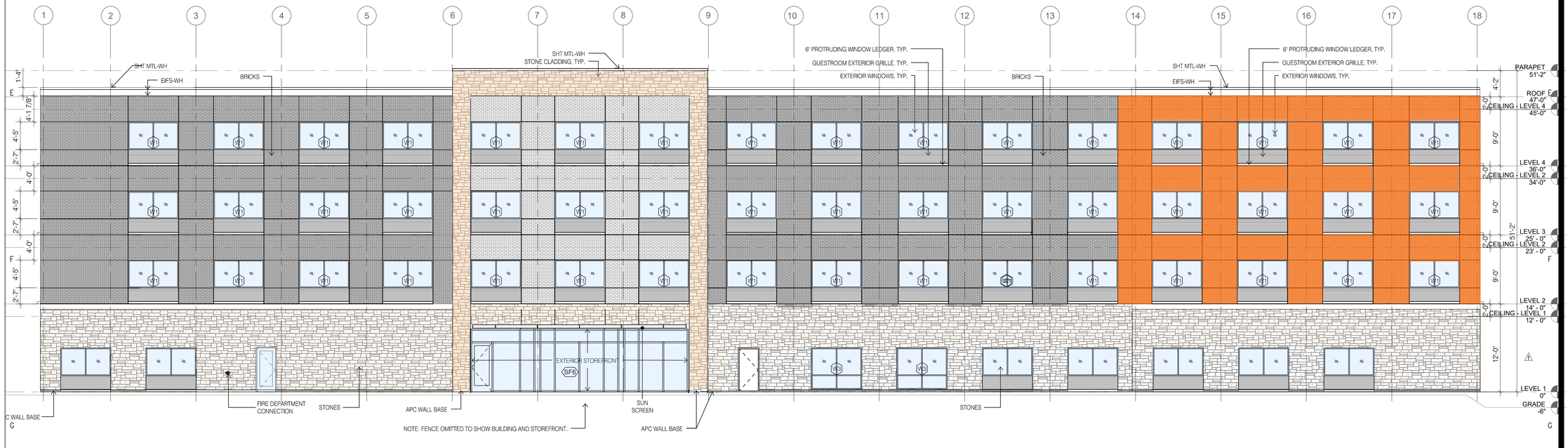
EXTERIOR ELEVATIONS

DRAWN BY: CHECKED BY: PRP
PROJECT NUMBER: 15-011
PROJECT ABBREVIATION: HIXS-P-TX
DATE: 01-06-2022
CURRENT DOCUMENTATION STAGE: CONSTRUCTION
DRAWING NUMBER: **A200**

THIS DRAWING IS THE PROPERTY OF PRP ARQ CORP, AND ISSUED UNDER THE AUTHORITY OF MR. PANKAJ R. PATEL, AIA FOR VERY SPECIFIC USE. ALL RIGHTS TO ITS USE AND/OR REPRODUCTION ARE RESERVED BY IT.



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



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

MATERIAL LEGEND:

- HILL COUNTRY LIME STONE CREAM BY CORONADO OR EQ.
- HILL COUNTRY LIME STONE BANDERA BY CORONADO OR EQ.
- 26 SAVANAH BY BLCKSON BRICK OR EQ.
- 507 MONUMENT GRAY BRICK BY BLACKSON BRICK OR EQ.
- CALIFORNIA ROSE BRICK BY BLACKSON BRICK OR EQ.
- WHITE COLOR EIFS BY STO OR EQ.

MATERIAL CALCULATIONS - EAST		
	AREA	PERCENTAGE
STONE	1,813	42.7%
BRICKS	2,224	52.3%
WINDOWS/DOORS	213	5.0%
TOTAL	4,250	100%

MATERIAL CALCULATIONS - SOUTH		
	AREA	PERCENTAGE
STONE	2,246	21.9%
BRICKS	4,818	47.1%
WINDOWS/DOORS	3,176	31.0%
TOTAL	10,240	100%

ARCHITECT:
PRP ARQ CORP.
ARCHITECTURE•URBAN PLANNING•INTERIOR DESIGN
PRP.ARQ, corp.
3 Colonial Court
Frisco, Texas 75034
tel: 972 900 3104
email: ppatel2030@gmail.com
www.
Frisco TEXAS USA

CONSULTANT:

HOLIDAY INN EXPRESS & SUITES,
PROSPER. TEXAS - 75078 HIXS - LOCATION NO. TX-17979

FOR
PROSPER HOTELS LTD.

PROSPER . TEXAS

ISSUE	DESCRIPTION	DATE
1	FRANCHISE COMMENTS	03/02/22

PROFESSIONAL SEALS

CASE NO. Z19-0016

EXTERIOR ELEVATIONS

DRAWN BY	PRP
CHECKED BY	
PROJECT NUMBER	15-011
PROJECT ABBREVIATION	HIXS-P-TX
DATE	01-06-2022
CURRENT DOCUMENTATION STAGE	CONSTRUCTION

DRAWING NUMBER
A201

THIS DRAWING IS THE PROPERTY OF PRP ARQ CORP. AND ISSUED UNDER THE AUTHORITY OF MR. PANKAJ R. PATEL, AIA FOR VERY SPECIFIC USE. ALL RIGHTS TO ITS USE AND/OR REPRODUCTION ARE RESERVED BY IT.

PLANNING

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon an ordinance to rezone a portion of Planned Development-36, and a portion of Planned Development-63, to Planned Development (PD) for Legacy Gardens, on 121.4± acres, in order to modify the residential development standards, including but not limited to reducing permitted lot sizes, located on the south side of Frontier Parkway, west of Dallas Parkway. (Z20-0019).

Description of Agenda Item:

On June 28, 2022, the Town Council approved the proposed request, by a vote of 7-0. The purpose of the zoning request is to establish a new zoning district, and to facilitate the development of a single-family detached residential subdivision.
A Planned Development ordinance has been prepared accordingly.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Ordinance Exhibits

Staff Recommendation:

Staff recommends approval of an ordinance to rezone a portion of Planned Development-36, and a portion of Planned Development-63, to Planned Development (PD) for Legacy Gardens, on 121.4± acres, in order to modify the residential development standards, including but not limited to reducing permitted lot sizes, located on the south side of Frontier Parkway, west of Dallas Parkway. (Z20-0019).

Proposed Motion:

I move to approve an ordinance to rezone a portion of Planned Development-36, and a portion of Planned Development-63, to Planned Development (PD) for Legacy Gardens, on 121.4± acres, in order to modify the residential development standards, including but not limited to reducing permitted lot sizes, located on the south side of Frontier Parkway, west of Dallas Parkway. (Z20-0019).

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2022-___**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 121.4 ACRES, SITUATED IN SCHOOL LAND SURVEY NO. 12, ABSTRACT NO. 147, TOWN OF PROSPER, COLLIN COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-36 (PD-36) AND PLANNED DEVELOPMENT- 63 (PD63) TO PLANNED DEVELOPMENT; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request (Case Z20-0019) from Risland Prosper 221 LLC, to rezone 121.4 acres of land, more or less, situated in School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas, from Planned Development-36 (PD-36) and Planned Development-63 (PD63) to Planned Development and being more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes; and

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

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, Public Hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

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

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

SECTION 1

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

SECTION 2

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance, as amended, is hereby amended as follows: The zoning designation of the below described property containing 121.4 acres of land, more or less, in School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development and being more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with (1) the Statement of Intent and Purpose, attached hereto as Exhibit B; (2) the Development Standards, attached hereto as Exhibit C; (3) the Concept Plan, attached hereto as Exhibit D; (4) the Development Schedule, attached hereto as Exhibit E; and (5) the Façade Plans, attached hereto as Exhibit F, all of which are incorporated herein for all purposes as if set forth verbatim.

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

a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.

b. One (1) copy shall be filed with the Building Official and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

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

SECTION 4

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

SECTION 5

Penalty. Any person, firm, corporation, or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance, as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6

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

SECTION 7

Savings/Repealing Clause. Prosper's Zoning Ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF JULY, 2022.

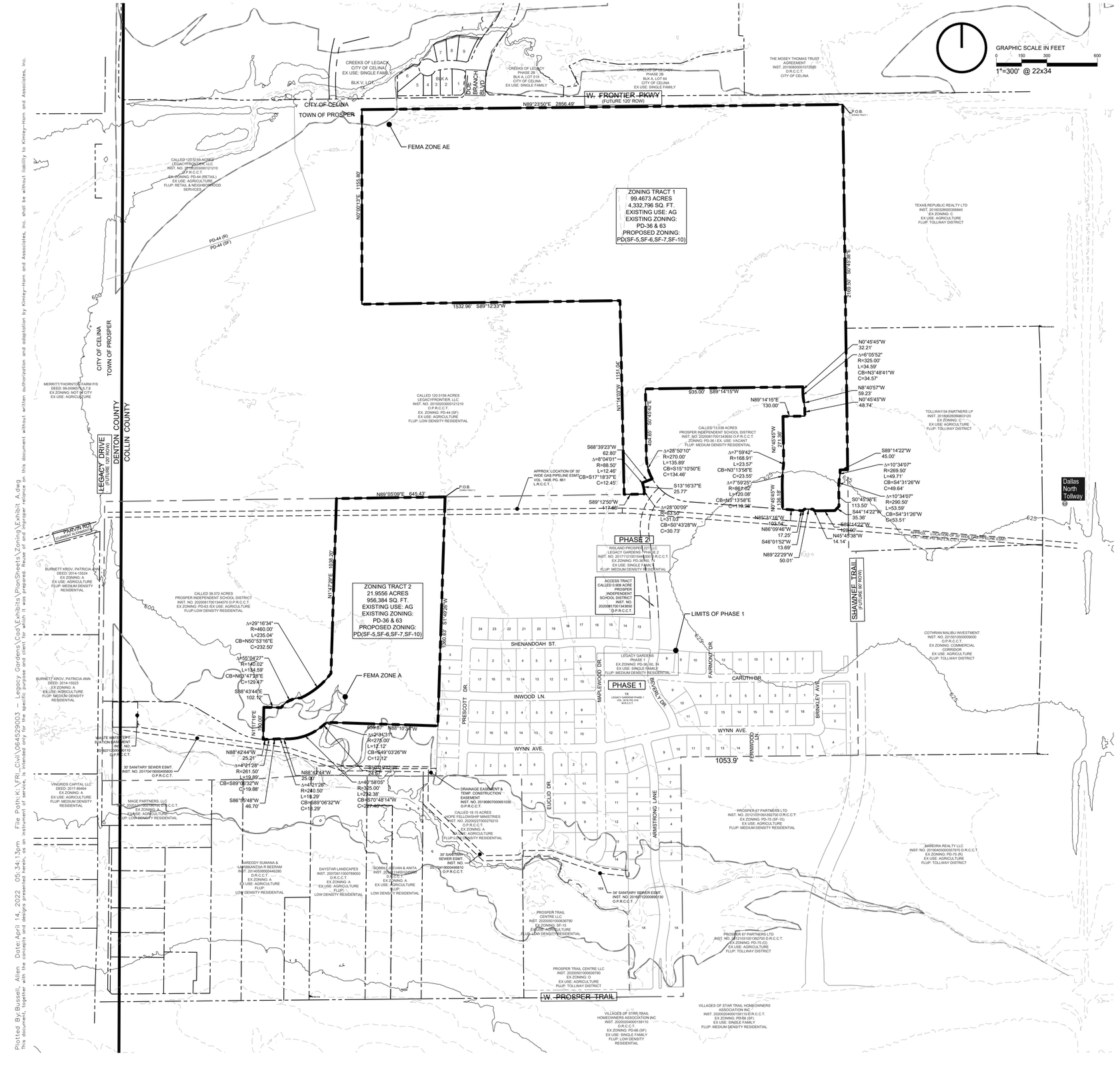
_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney



ZONING TRACT 1 DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas and being a portion of a remainder of a called 221.617 acre tract of land described in a Special Warranty Deed to BGY Prosper 221 LLC (now known as Risland Prosper 221 LLC), recorded in Instrument No. 20171121001544530 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said 221.617 acre tract, same being on the centerline of W. Frontier Parkway;

THENCE South 00°45'38" East, along the easterly line of said 221.617 acre tract and the centerline of future Shawnee Trail, a distance of 2,169.50 feet to a point for corner;

THENCE South 89°14'22" West, over and across said remainder, a distance of 45.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 269.50 feet, a central angle of 10°34'07", and a chord bearing and distance of South 04°31'26" West, 49.64 feet;

THENCE in a southerly direction, with said non-tangent curve to the right, an arc distance of 49.71 feet to a point at the beginning of a reverse curve to the left with a radius of 290.50 feet, a central angle of 10°34'07", and a chord bearing and distance of South 04°31'26" West, 53.51 feet;

THENCE in a southerly direction, with said reverse curve to the left, an arc distance of 53.59 feet to a point for corner;

THENCE South 00°45'38" East, a distance of 113.50 feet to a point for corner;

THENCE South 44°14'22" West, a distance of 35.36 feet to a point for corner;

THENCE South 89°14'22" West, a distance of 120.00 feet to a point for corner;

THENCE North 45°45'38" West, a distance of 14.14 feet to a point for corner;

THENCE North 89°22'29" West, a distance of 50.01 feet to a point for corner;

THENCE South 46°01'52" West, a distance of 13.69 feet to a point for corner;

THENCE North 86°09'46" West, a distance of 17.25 feet to a point for corner;

THENCE North 85°31'16" West, a distance of 103.54 feet to a point for corner, being the southeast corner of a called 13.038 acre tract of land ("Tract 1") described in Donation Deed to Prosper Independent School District recorded in Instrument No. 20200817001343650 of the O.P.R.C.C.T.;

THENCE along the east, north and west lines of said 13.038 acre tract the following courses:
North 00°45'45" West, a distance of 136.18 feet to a point at the beginning of a tangent curve to the right with a radius of 861.02 feet, a central angle of 07°59'25", and a chord bearing and distance of North 03°13'58" East, 119.98 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 120.08 feet to a point at the beginning of a reverse curve to the left with a radius of 168.91 feet, a central angle of 07°59'42", and a chord bearing and distance of North 03°13'58" East, 23.55 feet;

In a northerly direction, with said reverse curve to the left, an arc distance of 23.57 feet to a point for corner;

North 00°45'45" West, a distance of 271.36 feet to a point for corner;

North 89°14'15" East, a distance of 130.00 feet to a point for corner;

North 00°45'45" West, a distance of 48.74 feet to a point for corner;

North 08°40'57" West, a distance of 59.23 feet to a point at the beginning of a non-tangent curve to the right with a radius of 325.00 feet, a central angle of 06°05'52", and a chord bearing and distance of North 03°48'41" West, 34.57 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 34.59 feet to a point for corner;

North 00°45'45" West, a distance of 32.21 feet to a point for corner;

South 89°14'15" West, a distance of 935.00 feet to a point for corner;

South 00°45'42" East, a distance of 404.65 feet to a point at the beginning of a non-tangent curve to the left with a radius of 270.00 feet, a central angle of 28°50'10", and a chord bearing and distance of South 15°10'50" East, 134.46 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 135.89 feet to a point for corner in the westerly line of said 13.038 acre tract, same being on the east line of a future right of way;

THENCE South 68°39'23" West, over and across said future right of way, a distance of 62.80 feet to a point in the west line of said future right of way, and being at the beginning of a non-tangent curve to the right with a radius of 88.50 feet, a central angle of 08°04'01", and a chord bearing and distance of South 17°18'37" East, 12.45 feet;

THENCE in a southerly direction, with the west line of said future right of way, and with said non-tangent curve to the right, an arc distance of 12.46 feet to a point for corner;

THENCE South 13°16'37" East, continuing along the west line of said future right of way, a distance of 25.77 feet to a point at the beginning of a tangent curve to the right with a radius of 63.50 feet, a central angle of 28°00'09", and a chord bearing and distance of South 00°43'28" West, 30.73 feet;

THENCE in a southerly direction, with the west line of said future right of way, and with said tangent curve to the right, an arc distance of 31.03 feet to a point for corner;

THENCE South 89°12'50" West, over and across said remainder of 221.617 acre tract, a distance of 117.66 feet to a point for corner being the southeast corner of a called 120.5159 acre tract of land described in Special Warranty Deed to LegacyFrontier, LLC by Instrument No. 20150203000121210 of the O.P.R.C.C.T.;

THENCE North 01°14'03" West, along the east line of said 120.5159 acre tract, and west line of said remainder of 221.617 acre tract a distance of 1,151.04 feet to a point for corner being the easterly, northeast corner of said 120.5159 acre tract;

THENCE South 89°12'33" West, along a northerly line of said 120.5159 acre tract, and a southerly line of said remainder of 221.617 acre tract, a distance of 1,532.96 feet to a point for corner being the southwest corner of said remainder of 221.617 acre tract;

THENCE North 00°00'13" East, along an easterly line of said 120.5159-acre tract and a westerly line of said remainder of 221.617 acre tract, a distance of 1155.80 feet to a point for corner being the northerly, northwest corner of said remainder of 221.617 acre tract, same being on the centerline of aforesaid W. Frontier Parkway;

THENCE North 89°23'50" East, along the northerly line of said remainder of 221.617 acre tract and the centerline of said W. Frontier Parkway, a distance of 2,856.49 feet to the POINT OF BEGINNING and containing 99.47 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
michael.marx@kimley-horn.com

NOTES:
1. The thoroughfare alignments shown on this exhibit are for illustrative purposes only. The alignment of each thoroughfare will be finalized at the time of preliminary plat and will be established at the time of final plat.
2. Refer to Exhibit B for planned development standards.
3. Existing zoning district boundaries from Town of Prosper GIS site, 6/9/2020.
4. According to Flood Insurance Rate Map (FIRM) map no. 48085C0115J with LOMR #17-06-1400p effective 1/16/2018 prepared by Federal Emergency Management Agency (FEMA) for Denton Collin county, Texas this property is within Zone X, A and Zone AE.
5. PISD Tracts are shown for illustrative purposes only and do not reflect actual approved conditions.
6. Exact size for the parks to be coordinated with the Town of Prosper.

ZONING TRACT 2 DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas and being a portion of a remainder of a called 76.131 acre tract of land described in a Special Warranty Deed to BGY Prosper 221 LLC (now known as Risland Prosper 221 LLC), recorded in Instrument No. 20171221001687580 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a point being the southeast corner of a called 120.5159 acre tract of land described in Special Warranty Deed to LegacyFrontier, LLC by Instrument No. 20150203000121210 of the O.P.R.C.C.T., same being a southerly northwest corner of a remainder of a called 221.617 acre tract of land described in a Special Warranty Deed to BGY Prosper 221 LLC (now known as Risland Prosper 221 LLC), recorded in Instrument No. 20171121001544530 of the O.P.R.C.C.T.;

THENCE South 89°12'50" West, along the south line of said 120.5159 acre tract, and north line of said remainder of 221.617 acre tract, a distance of 1,063.34 feet to a point for corner being the northeast corner of said remainder of 76.131 acre tract, and being a southerly northwest corner of said remainder of 221.617 acre tract, and being the POINT OF BEGINNING of the herein described tract;

THENCE South 01°49'26" West, along the east line of said remainder of 76.131 acre tract, west line of said remainder of 221.617 acre tract, and west line of Block H, Inwood Lane (a 50-foot right of way), and Block D of Legacy Gardens Phase 1 recorded in Instrument No. 20190913010003930 of the O.P.R.C.C.T., a distance of 1,360.83 feet to a point for corner, being in the west line of Lot 2, of said Block D;

THENCE North 88°10'34" West, over and across said remainder of 76.131 acre tract, a distance of 659.87 feet to a point in the south line of a future right of way, being at the beginning of a non-tangent curve to the right with a radius of 275.00 feet, a central angle of 02°31'31", and a chord bearing and distance of South 49°03'26" West, 12.12 feet;

THENCE in a westerly direction, with the south line of said future right of way, and with said non-tangent curve to the right, an arc distance of 12.12 feet to a point for corner;

THENCE with the south line of said future right of way the following courses:

South 50°19'12" West, a distance of 24.57 feet to a point at the beginning of a tangent curve to the right with a radius of 325.00 feet, a central angle of 40°58'05", and a chord bearing and distance of South 70°48'14" West, 227.46 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 232.38 feet to a point for corner;

North 88°42'44" West, a distance of 25.00 feet to a point at the beginning of a tangent curve to the left with a radius of 240.50 feet, a central angle of 04°21'28", and a chord bearing and distance of South 89°06'32" West, 18.29 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 18.29 feet to a point for corner;

South 86°55'48" West, a distance of 46.70 feet to a point at the beginning of a tangent curve to the right with a radius of 261.50 feet, a central angle of 04°21'28", and a chord bearing and distance of South 89°06'32" West, 19.88 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 19.89 feet to a point for corner;

North 88°42'44" West, a distance of 25.21 feet to a point for corner being the southeasterly corner of a called 38.572 acre tract of land described in Special Warranty Deed to Prosper Independent School District by Instrument No. 20200817001344070 of the O.P.R.C.C.T.;

THENCE with the east line of said 38.572 acre tract, and over and across said future right the following courses:

North 01°17'16" East, a distance of 190.00 feet to a point for corner;

South 88°43'44" East, a distance of 102.12 feet to a point at the beginning of a non-tangent curve to the right with a radius of 140.02 feet, a central angle of 55°04'27", and a chord bearing and distance of North 63°47'28" East, 129.47 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 134.59 feet to a point at the beginning of a non-tangent curve to the left with a radius of 460.00 feet, a central angle of 29°16'34", and a chord bearing and distance of North 50°53'16" East, 232.50 feet;

In an easterly direction, with said non-tangent curve to the left, an arc distance of 235.04 feet to a point for corner;

North 01°47'29" East, a distance of 1,038.20 feet to a point for corner being the northeast corner of said 38.752 acre tract, and being in the south line of said 120.5159 acre tract;

THENCE North 89°05'09" East, along the south line of said 120.5159 acre tract, and a north line of said remainder of 221.617 acre tract, a distance of 645.43 feet to the POINT OF BEGINNING and containing 21.96 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
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michael.marx@kimley-horn.com

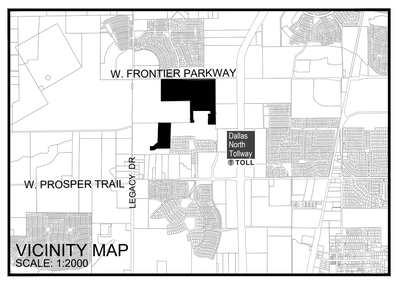


EXHIBIT A

Legacy Gardens

±297.75 ACRES IN THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT #147 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

April 2022

APPLICANT / OWNER:
Risland Prosper 221 LLC
5600 Tennyson Parkway
Suite 225
Plano, TX 75024
P (281) 682-7321
E michael.hanschen@rislandus.com
Contact: Michael Hanschen

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway
Suite 200
Frisco, TX 75034
P (972) 335-3580
Contact: Thomas G. Coppin, PE

Plotted By: Russell Allen Date: April 14, 2022 05:34:13pm File Path: K:\FRI_Civil\064529003 – Legacy Gardens\Cad\Exhibits\PlonSheets\ZoningExhibit A.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

EXHIBIT B

Statement of Intent and Purpose for Legacy Gardens, Town of Prosper, Texas

Legacy Gardens is a residential community designed for all ages with homes and amenities that appeal to a variety of tastes and lifestyles. Single family residential development is the primary land use in Legacy Gardens and includes a mix of different lot sizes, housing styles and materials reminiscent of traditional American neighborhoods that developed more "organically" as each home was individually built. Complementary schools and recreational facilities will also occupy a significant portion of the property.

Legacy Gardens is designed as a single, cohesive neighborhood with consistent, high standards of design and maintenance. At its core is a roughly 4-acre amenity site with clubhouse, resort style pool, engaging play equipment, a small, serene lake and abundant landscape. The amenity center functions as a modern, suburban "town square" for the neighborhood.

Standards and criteria that follow are aimed at ensuring a high-quality appearance and are also intended to create a community with timeless character. These standards and criteria will result in a community where Legacy Gardens' residents are proud of owning a home, excited when returning home, and relaxed and peaceful when at home.

EXHIBIT C:

Development Standards for Legacy Gardens (Tracts 1 and 2), Town of Prosper, Texas

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20 as it currently exists or may be amended) and Subdivision Ordinance (as it currently exists or may be amended) shall apply to the Property ("Tract 1 and Tract 2" as illustrated on Exhibit D).

1. Planned Development – Residential – 121.4 gross acres

    1.1. Definition: Single Family shall mean the use of a lot with one building designed for and containing not more than one unit with facilities for living, sleeping, and eating therein.

    1.2. Density: The maximum number of single-family-detached units for the Property is 300, subject to the limits per Lot Type specified in Table 1.

    1.3. Permitted Uses: Land uses allowed within the Property shall consist of Single-Family Residential uses including the following: Uses followed by a "C" are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town's Zoning Ordinance.

        a. Public or Private Parks, playgrounds and neighborhood recreation facilities including, but not limited to, swimming pools, clubhouse facilities and tennis courts

        b. Schools – public or private

        c. Temporary real estate sales offices for each builder during the development and marketing of the Planned Development which shall be removed no later than 30 days following the final issuance of the last Certificate of Occupancy (CO) on the last lot owned by that builder.

        d. Temporary buildings of the builders and uses incidental to construction work on the premises, which shall be removed upon completion of such work.

        e. Utility distribution lines and facilities. Electric substations shall be allowed at the sole discretion of the Developer.

        f. Accessory buildings incidental to the allowed use and constructed of the same materials as the main structure.

        g. Guest House

        h. Home Occupation C

        i. Model Home

1.4. Lot Types: The single family detached lots developed within the Properties shall be in accordance with the following Lot Types:

a. Type 8F Lots: Minimum 8,000 square foot lots

b. Type 9F Lots: Minimum 9,000 square foot lots

c. Type 10F Lots: Minimum 10,000 square foot lots

1.5. Area and building regulations:

a. Type 8F Lots: The area and building standards for Type 8F Lots are as follows and as set forth in Table 1:

A. Minimum Lot Size. The minimum lot size for Type 8F Lots shall be 8,000 square feet. A typical lot will be 66' x 125' but may vary as long as the requirements in Table 1 are accommodated.

B. Minimum Lot Width. The minimum lot width for Type 8F Lots shall be sixty feet (60').

C. Minimum Yard Setbacks.

i. Minimum Front yard Setback: The typical front yard setback for Type 8F Lots shall be twenty feet (20') and a minimum of fifteen feet (15'). Front setbacks shall be staggered +/- 5' at time of preliminary plat. Front-facing garage doors shall be located no closer than twenty-five feet (25') from the front property line.

ii. Minimum Side yard Setbacks

a) The minimum side yard setbacks shall be eight feet (8').

b) For corner lots, the minimum side yard setbacks shall be fifteen feet (15') on the street side.

iii. Minimum Rear yard Setbacks. The minimum rear yard setback shall be twenty-five feet (25'). Front Setbacks shall be staggered +/- 5' at time of preliminary plat, and where a twenty-five foot (25') Front Setback is shown, the Rear Setback shall be reduced to twenty feet (20').

iv. Permitted Encroachment.

a) Front porches, roof eaves, porte-cocheres, balconies, suspended planter or flower boxes, box or bay windows, awnings and chimneys may encroach into the front yard setback up to three feet (3')

b) Fireplaces, awnings, overhang eaves, suspended planter or flower boxes, and box or bay windows may encroach up to three feet (3') into side setbacks

D. Minimum Floor Space. Each dwelling constructed on a Type 8F Lot shall contain a minimum of 2,300 square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

E. Height. The maximum height for structures on Type 8F Lots shall be forty feet (40').

F. Front Porches. A minimum of one-third (1/3) of Type 8F Lots shall have a front porch, subject to the following regulations.

i. Homes located directly across from pocket parks or other community open space identified on the Concept Plan (Exhibit D) shall have a porch.

ii. The minimum porch depth shall be seven feet (7') when less than eighteen feet (18') wide, and no less than six feet (6') otherwise.

iii. The developer shall be responsible for ensuring the number of front porches meet these design standards and shall provide the City with proof of compliance at the time of final preliminary plat submittal.

G. House Pad Width. Type 8F lots shall have a minimum pad width of forty-three feet, six inches (43' 6").

H. Driveways. Driveways fronting on a street on Type 8F Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

I. Exterior Surfaces.

i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry, subject to the following conditions:

a) Stucco on structures on Type 8F Lots shall be traditional 3-coat process cement plaster stucco.

b) Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

c) Cementitious materials may constitute up to 50% of the area for stories other than the first story.

d) On side and rear elevations, cementitious materials may not be used as a facade cladding material for portions of upper stories that are in the same vertical plan as the first story.

e) On front elevations and side elevations facing streets, cementitious materials may be used as a façade cladding material for up to 20% of the front elevation area.

ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 8F Lots.

iii. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 8F Lots.

J. Roofing.

i. Structures constructed on Type 8F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.

ii. Metal roofs shall be non-reflective colors.

iii. The main roof pitch of any structure shall have a minimum slope of 8” in 12”. Clay tile roofs shall have a minimum slope of 3” in 12”.

iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4” in 12”.

K. Garages.

i. Homes shall have a minimum of two (2) car garage bays. Garage doors may be constructed of either metal, fiberglass or wood.

ii. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.

iii. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).

iv. Doors may be single or double wide doors.

v. Additionally, two of the following upgrades must be incorporated:

- Single doors must be separated by a masonry column
- Garage doors may be “carriage style door” designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
- Doors may incorporate decorative hardware.

- Doors may incorporate windows.

L. Plate Height. Each structure on a Type 8F Lot shall have a minimum principal plate height of 9’ on the first floor.

M. Fencing. No fence, wall or hedge on a Type 8F Lot shall exceed six feet (6’) in height unless otherwise specifically required by the Town of Prosper or originally constructed prior to the date of this Ordinance.

i. Corner lots shall utilize decorative metal fence no greater than five feet (5’) in height in the required street-side side yard.

N. Air Conditioners. No window or wall air conditioning units will be permitted on structures on Type 8F Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

O. Plan Elevations. On Type 8F Lots, plan elevations shall repeat no closer than every fourth (4th) home on the same side of a street and every third (3rd) home on the opposite side of the street.

P. Accessory Structures. Accessory structures used as a garage will be allowed.

i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten feet (10’), and a minimum side yard setback of eight feet (8’).

b. Type 9F Lots: The area and building standards for Type 9F Lots are as follows and as set forth in Table 1:

A. Minimum Lot Size. The minimum lot size for Type 9F Lots shall be 9,000 square feet. A typical lot will be 76’ x 130’ but may vary as long as the requirements in Table 1 are accommodated.

B. Minimum Lot Width. The minimum lot width for Type 9F Lots shall be seventy feet (70’).

C. Minimum Yard Setbacks.

i. Minimum Front yard Setback: The typical front yard setback for Type 9F Lots shall be twenty-five feet (25’) and a minimum of twenty feet (20’). Front setbacks shall be staggered +/- 5' at time of preliminary plat. Front-facing

garage doors shall be located no closer than twenty-five feet (25') from the front property line.

ii. Minimum Side yard Setbacks

a) The minimum side yard setbacks shall be eight feet (8').

b) For corner lots, the minimum side yard setbacks shall be fifteen feet (15') on the street side.

iii. Minimum Rear yard Setbacks. The minimum rear yard setback shall be twenty-five feet (25'). Front Setbacks shall be staggered +/- 5' at time of preliminary plat, and where a thirty foot (30') Front Setback is shown, the Rear Setback shall be reduced to twenty feet (20').

iv. Permitted Encroachment.

a) Front porches, roof eaves, porte-cocheres, balconies, suspended planter or flower boxes, box or bay windows, awnings and chimneys may encroach into the front yard setback up to five feet (5')

b) Swing-in garages may encroach into required front yards up to ten feet (10'). The side of the garage facing the street shall have a minimum of one (1) 3'x5' window and the portion of the garage that extends over the front building line shall be limited to one story in height.

c) Fireplaces, awnings, overhang eaves, suspended planter or flower boxes, and box or bay windows may encroach up to three feet (3') into side setbacks

D. Minimum Floor Space. Each dwelling constructed on a Type 9F Lot shall contain a minimum of 2,300 square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

E. Height. The maximum height for structures on Type 9F Lots shall be forty feet (40').

F. Front Porches. A minimum of twenty-five percent (25%) of Type 9F Lots shall have a front porch, subject to the following regulations.

i. Homes located directly across from pocket parks or other community open space identified on the Concept Plan (Exhibit D) shall have a porch.

ii. The minimum porch depth shall be seven feet (7') when less than eighteen feet (18') wide, and no less than six feet (6') otherwise.

iii. The minimum porch width for a house with a split garage door shall be seven feet (7').

iv. The minimum porch width for a house without a split garage door shall be ten feet (10').

v. The developer shall be responsible for ensuring the number of front porches meet these design standards and shall provide the City with proof of compliance at the time of final preliminary plat submittal.

G. House Pad Width. Type 9F lots shall have a minimum pad width of fifty-three feet, six inches (53' 6").

H. Driveways. Driveways fronting on a street on Type 9F Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

I. Exterior Surfaces.

i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry, subject to the following conditions:

a) Stucco on structures on Type 9F Lots shall be traditional 3-coat process cement plaster stucco.

b) Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

c) Cementitious materials may constitute up to 50% of the area for stories other than the first story.

d) On side and rear elevations, cementitious materials may not be used as a facade cladding material for portions of upper stories that are in the same vertical plan as the first story.

e) On front elevations and side elevations facing streets, cementitious materials may be used as a façade cladding material for up to 20% of the front elevation area.

ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 9F Lots.

iii. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 9F Lots.

K. Roofing.

i. Structures constructed on Type 9F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.

ii. Metal roofs shall be non-reflective colors.

iii. The main roof pitch of any structure shall have a minimum slope of 8” in 12”. Clay tile roofs shall have a minimum slope of 3” in 12”.

iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4” in 12”.

L. Garages.

i. Homes shall have a minimum of two (2) car garage bays but no more than three (3).

ii. Homes with three (3) garages shall not have more than two (2) garage bays facing the street.

iii. Carports or three (3) car front facing garages shall not be permitted.

iv. Garage doors may be constructed of either metal, fiberglass or wood.

v. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.

vi. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).

vii. Doors may be single or double wide doors.

viii. Additionally, two of the following upgrades must be incorporated:

- Single doors must be separated by a masonry column of no less than twelve inches (12”) in width.
- Garage doors may be “carriage style door” designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
- Doors may incorporate decorative hardware.
- Doors may incorporate windows.

M. Plate Height. Each structure on a Type 9F Lot shall have a minimum principal plate height of 9’ on the first floor.

N. Fencing. No fence, wall or hedge on a Type 9F Lot shall exceed six feet (6') in height unless otherwise specifically required by the Town of Prosper or originally constructed prior to the date of this Ordinance.

i. All Type 9F Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.

ii. Corner lots shall utilize decorative metal fence no greater than five feet (5') in height in the required street-side side yard.

O. Air Conditioners. No window or wall air conditioning units will be permitted on structures on Type 9F Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

P. Plan Elevations. On Type 9F Lots, plan elevations shall repeat no closer than every fourth (4th) home on the same side of a street and every third (3rd) home on the opposite side of the street.

Q. Accessory Structures. Accessory structures used as a garage will be allowed.

i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten feet (10'), and a minimum side yard setback of eight feet (8').

c. Type 10F Lots: The area and building standards for Type 10F Lots are as follows and as set forth in Table 1:

A. Minimum Lot Size. The minimum lot size for Type 10F Lots shall be 10,000 square feet. A typical lot will be 86' x 130' but may vary as long as the requirements in Table 1 are accommodated.

B. Minimum Lot Width. The minimum lot width for Type 10F Lots shall be eighty feet (80').

C. Minimum Yard Setbacks.

i. Minimum Front yard Setback: The typical front yard setback for Type 10F Lots shall be twenty-five feet (25') and a minimum of twenty feet (20'). Front setbacks shall be staggered +/- 5' at time of preliminary plat. Front-facing garage doors shall be located no closer than twenty-five feet (25') from the front property line.

ii. Minimum Side yard Setbacks

a) The minimum side yard setbacks shall be eight feet (8').

b) For corner lots, the minimum side yard setbacks shall be fifteen feet (15').

iii. Minimum Rear yard Setbacks. The minimum rear yard setback shall be twenty-five feet (25'). Front Setbacks shall be staggered +/- 5' at time of preliminary plat, and where a thirty foot (30') Front Setback is shown, the Rear Setback shall be reduced to twenty feet (20').

iv. Permitted Encroachment.

a) Front porches, roof eaves, porte-cocheres, balconies, suspended planter or flower boxes, box or bay windows, awnings and chimneys may encroach into the front yard setback up to five feet (5')

b) Swing-in garages may encroach into required front yards up to ten feet (10'). The side of the garage facing the street shall have a minimum of one (1) 3'x5' window and the portion of the garage that extends over the front building line shall be limited to one story in height.

c) Fireplaces, awnings, overhang eaves, suspended planter or flower boxes, and box or bay windows may encroach up to three feet (3') into side setbacks

D. Minimum Floor Space. Each dwelling constructed on a Type 10F Lot shall contain a minimum of 2,300 square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

E. Height. The maximum height for structures on Type 10F Lots shall be forty feet (40').

F. House Pad Width. Type 10F lots shall have a minimum pad width of sixty-three feet, six inches (63' 6").

G. Driveways. Driveways fronting on a street on Type 10F Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

H. Exterior Surfaces.

i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry.

ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 10F Lots.

iii. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 10F Lots.

J. Roofing.

i. Structures constructed on Type 10F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.

ii. Metal roofs shall be non-reflective colors.

iii. The main roof pitch of any structure shall have a minimum slope of 8” in 12”. Clay tile roofs shall have a minimum slope of 3” in 12”.

iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4” in 12”.

K. Garages.

i. Homes shall have a minimum of two (2) car garages but no more than four (4).

ii. Homes with three (3) or more garage bays shall not have more than two (2) garage doors facing the street.

iii. Carports or three (3) car front facing garages shall not be permitted.

iv. Garage doors may be constructed of either metal, fiberglass or wood.

v. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.

vi. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).

vii. Doors may be single or double wide doors.

viii. Additionally, two of the following upgrades must be incorporated:

- Single doors must be separated by a masonry column of no less than twelve inches (12”) in width.
- Garage doors may be “carriage style door” designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
- Doors may incorporate decorative hardware.
- Doors may incorporate windows.

L. Plate Height. Each structure on a Type 10F Lot shall have a minimum principal plate height of 9’ on the first floor.

M. Fencing. No fence, wall or hedge on a Type 10F Lot shall exceed six feet (6') in height unless otherwise specifically required by the Town of Prosper or originally constructed prior to the date of this Ordinance.

i. All Type 10F Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.

ii. Corner lots shall utilize decorative metal fence no greater than five feet (5') in height in the required street-side side yard.

N. Air Conditioners. No window or wall air conditioning units will be permitted on structures on Type 10F Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

O. Plan Elevations. On Type 10F Lots, plan elevations shall repeat no closer than every fourth (4th) home on the same side of a street and every third (3rd) home on the opposite side of the street.

P. Accessory Structures. Accessory structures used as a garage will be allowed.

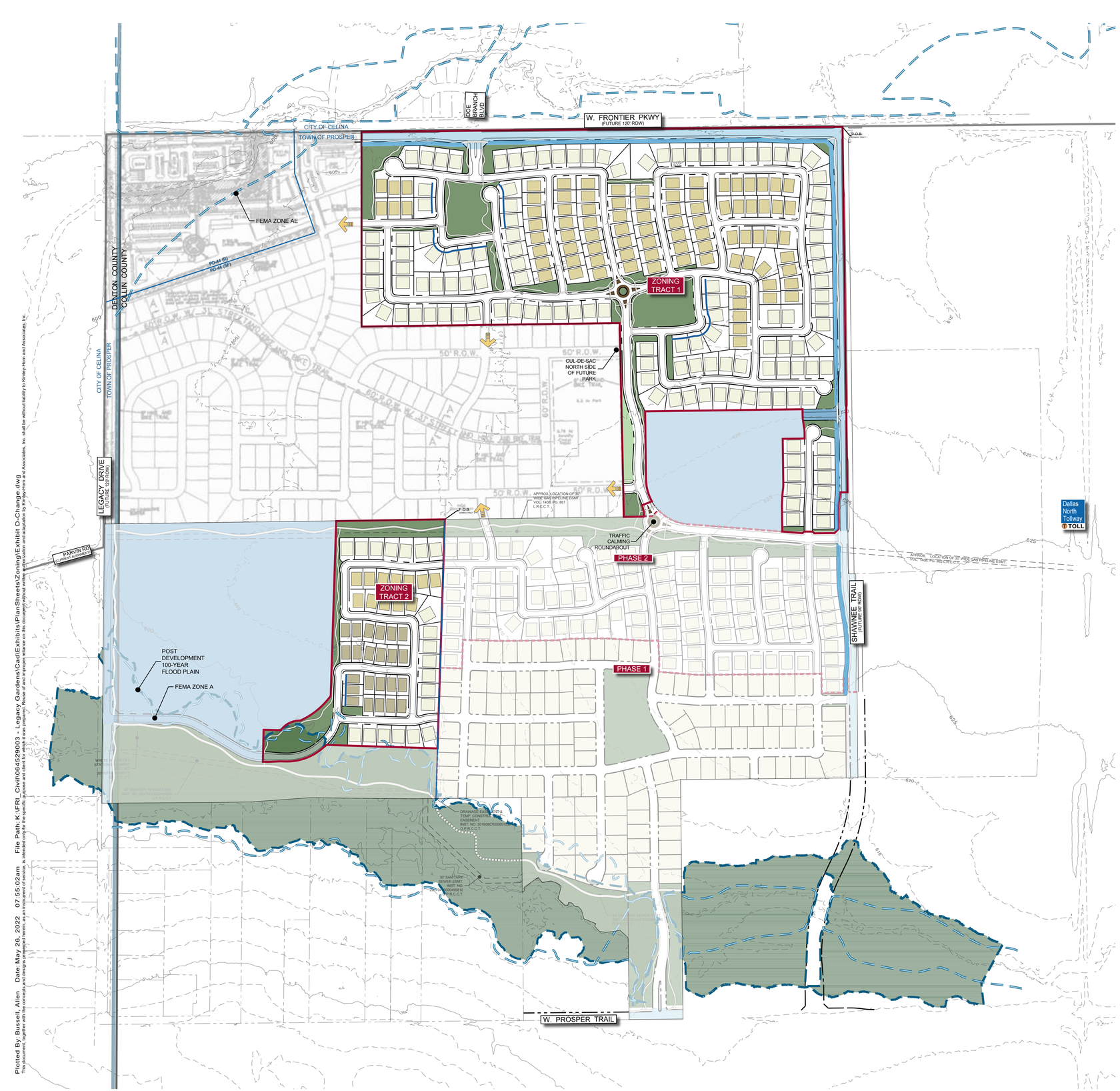
i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

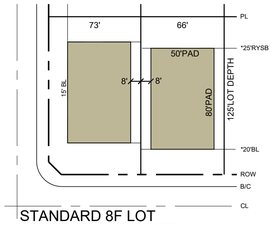
ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten feet (10'), and a minimum side yard setback of eight feet (8').

Table 1:

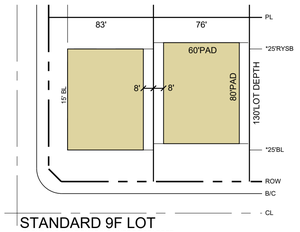
Type/Name	**8F**	**9F**	**10F**
Nominal Lot Size (ft)	66x125	76x130	86x130
Min lot size (SF)	8,000	9,000	10,000
Minimum Number	23	101	147
Garage Orientation	Front	Front / J-Swing	Front / J-Swing
Min Building Pad Width	43' 6"	53' 6"	63’ 6”
Min Dwelling Area (living sf)	2,300	2,300	2,300
Min Front Yard (ft)	20*	25*	25*
Min Side Yard (ft)	8/8	8/8	8/8
Corner Lot Side Yard (ft)	15	15	15
Min Rear Yard (ft)	25*	25*	25*
Max Building Height (ft)	40	40	40
Max Lot Coverage	45%	45%	45%
Min Lot Width (ft)	60	70	80
Min Lot Depth (ft)	115	120	120

*Front setbacks shall be staggered +/- 5' from those shown in the table at time of preliminary plat. Where a 25’ Front Setback is shown (30’ for 9F or 10F Lots), the Rear Setback shall be reduced to 20 foot. Front porches, roof eaves, porte-cocheres and chimneys may encroach into the front yard setback, but in no event shall the front yard setback be less than 20 feet.

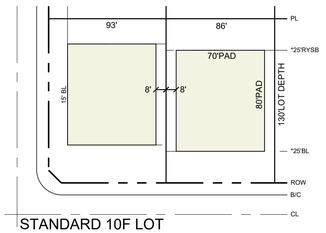




STANDARD 8F LOT
*FRONT AND REAR BUILDING LINES TO STAGGER



STANDARD 9F LOT
*FRONT AND REAR BUILDING LINES TO STAGGER



STANDARD 10F LOT
*FRONT AND REAR BUILDING LINES TO STAGGER

GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 22x34

Land Use Acreage Summary

Perimeter Thoroughfare Rights of Way (ROW)	9.6
Perimeter ROW Buffers	3.6
Public Park	0.7
Public Schools & Assoc. Easements	51.6
Open Space & Pocket Parks	45.2
Phases One and Two	65.6
Area Subject to Zoning	121.4
Total	**297.8**

Open Space Acreage Summary

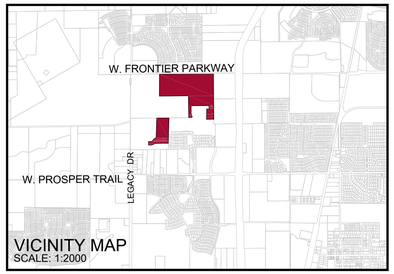
Open Space	45.2
Area (Net ROW, Buffers, Park & Schools)	232.3
Total Percent Open Space	**19.5%**

Lot Type Summary

Proposed Lots		
8F (66'x125')	23	4.6%
9F (76'x130')	101	20.0%
10F (86'x130')	147	29.1%
Existing Platted Lots		
Type I (10,000 SF)	17	3.4%
Type II (11,000 SF)	167	33.1%
Type III (12,500 SF)	34	6.7%
PD-74-15 (15,000 SF)	16	3.2%
Total	**505**	

Density Summary (Units per Acre)

Gross	1.7
Net of Perimeter ROW, Buffers & Schools	2.2



NOTES:
1. The thoroughfare alignments shown on this exhibit are for illustrative purposes only. The alignment of each thoroughfare will be finalized at the time of preliminary plat and will be established at the time of final plat.
2. Refer to Exhibit B for planned development standards.
3. Existing zoning district boundaries from Town of Prosper GIS site, 6/9/2020.
4. According to Flood Insurance Rate Map (FIRM) map no. 48085C0115J with LOMR #17-06-1400p effective 1/16/2018 prepared by Federal Emergency Management Agency (FEMA) for Denton Collin county, Texas this property is within Zone X, A and Zone AE.
5. PISD Tracts are shown for illustrative purposes only and do not reflect actual approved conditions.
6. Exact size for the parks to be coordinated with the Town of Prosper.

EXHIBIT D - CONCEPT PLAN

Legacy Gardens

±297.75 ACRES IN THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT #147 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

April 2022

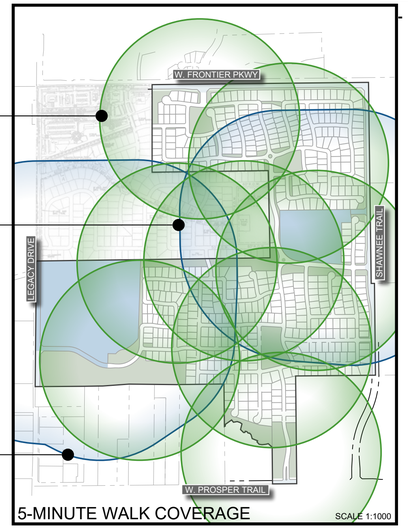
APPLICANT / OWNER:
Risland Prosper 221 LLC
5600 Tennyson Parkway
Suite 225
Plano, TX 75024
P (281) 682-7321
E michael.hanschen@rislandus.com
Contact: Michael Hanschen

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway
Suite 200
Frisco, TX 75034
P (972) 335-3580
Contact: Thomas G. Coppin, PE

Kimley»Horn

Plotted By: Russell, Allen Date: May 26, 2022 07:55:02am File Path: K:\FRI_Civil\064529003 - Legacy Gardens\Cad\Exhibits\PlanSheets\Zoning\Exhibit D-Change.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 22x34

HIKE & BIKE TRAIL LEGEND

- 12' REGIONAL VELOWEB
- 12' TOWN
- 10' ARTERIAL
- 6' NEIGHBORHOOD

NOTES:
1. The thoroughfare alignments shown on this exhibit are for illustrative purposes only. The alignment of each thoroughfare will be finalized at the time of preliminary plat and will be established at the time of final plat.
2. Refer to Exhibit B for planned development standards.
3. Existing zoning district boundaries from Town of Prosper GIS site, 6/9/2020.
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5. PISD Tracts are shown for illustrative purposes only and do not reflect actual approved conditions.
6. Exact size for the parks to be coordinated with the Town of Prosper.

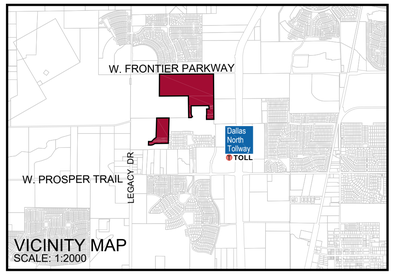

EXHIBIT D1 - WALKABILITY PLAN

Legacy Gardens

±297.75 ACRES IN THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT #147 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

April 2022

APPLICANT / OWNER:
Risland Prosper 221 LLC
5600 Tennyson Parkway
Suite 225
Plano, TX 75024
P (281) 682-7321
E michael.hanschen@rislandus.com
Contact: Michael Hanschen

ENGINEER / SURVEYOR:
Kimley-Horn and Associates
State of Texas Registration No. F-928
6160 Warren Parkway
Suite 200
Frisco, TX 75034
P (972) 335-3580
Contact: Thomas G. Coppin, PE

Kimley»Horn

Plotted By: Russell Allen Date: April 14, 2022 05:44:44pm File Path: K:\FRI_Civil\064529003 - Legacy Gardens\Cad\Exhibits\PlanSheets\Zoning\Exhibit D1.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

EXHIBIT E:
Development Schedule for Legacy Gardens, Town of Prosper, Texas

Phase 1	118 lots	Substantially completed in September 2019
Phase 1 C	16 lots	Anticipated substantial completion December 2021
Phase 2	100 lots	Under design. Anticipated to include single family lots types and be substantially completed by September 30, 2023

Remaining phases anticipated to provide 100-150 finished lots of various Types each 18-month period beginning January 2024

This schedule is subject to change due to various factors beyond the control of the developer such as housing market conditions, construction materials and labor availability and acts of nature, among others.

EXHIBIT F:

Illustrative Elevations and Plans for Legacy Gardens, Town of Prosper, Texas

The following images represent home designs consistent with the standards set forth in Exhibit C for each Lot Type and shall serve as a guide in the design and construction of homes in Legacy Gardens, but do not constitute the exclusive plans or elevations to be built.

Exhibit F - Type 8F Lots













Exhibit F - Type 9F Lots









Exhibit F - Type 10F Lots



The Elmsdale C Exterior



The Lynmar II Exterior



The Julian A Exterior



PLANNING

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Development Agreement between Risland Prosper 221 LLC and the Town of Prosper, Texas, related to the Legacy Gardens development, located on the south side of Frontier Parkway, west of Dallas Parkway.

Description of Agenda Item:
On June 14, 2022, the Town Council approved the proposed request, by a vote of 7-0. The purpose of the Development Agreement is for the architectural building materials.

A Development Agreement has been prepared accordingly.

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

Attached Documents:
1. Development Agreement

Town Staff Recommendation:
Town staff recommends the Town Council authorize the Town Manager to execute a Development Agreement Risland Prosper 221 LLC and the Town of Prosper, Texas, related to the Legacy Gardens development, located on the south side of Frontier Parkway, west of Dallas Parkway.

Proposed Motion:
I move to authorize the Town Manager to execute a Development Agreement between Risland Prosper 221 LLC and the Town of Prosper, Texas, related to Legacy Gardens development, located on the south side of Frontier Parkway, west of Dallas Parkway.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Risland Prosper 221 LLC, a Texas Limited Liability Company ("Owner") (individually, a "Party" and collectively, the "Parties") to be effective (the "Effective Date") on the latest date executed by a Party.

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

WHEREAS, Owner is developing an approximate 121.4-acre tract in the Town (the "Property"), a legal description of which is attached hereto as Exhibit A and incorporated by reference, and Exhibit B, a depiction of the Property, attached hereto and incorporated by reference, as a single-family residential project, consistent with the applicable zoning district regulations for the Property; and

WHEREAS, the Parties have mutually addressed those development issues addressed herein, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance approved by the Town Council on or about June 14, 2022, as may be amended, and/or this Development Agreement, to recognize Owner's reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein; and

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

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

1. Development Standards. For any structure built on the Property following the Effective Date, it shall comply with the applicable requirements contained in Exhibit C, "Architectural Standards and Building Materials," attached hereto and incorporated by reference and the elevations contained in Exhibit D, attached hereto and incorporated by reference. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

2. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Owner and its heirs, representatives, successors and assigns. This

Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

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

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

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

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

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

If to Owner: Risland Prosper 221 LLC
1430 Beverly Drive
Propser, Texas 75078
Attention: Michael Hanschen

7. Prevailing Party. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable

costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

9. Waiver of Texas Government Code § 3000.001 *et seq*. With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Owner hereby waives any right, requirement or enforcement of Texas Government Code § 3000.001 *et seq.*, as amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of Page Intentionally Left Blank)

TOWN:

THE TOWN OF PROSPER, TEXAS

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

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2022, by Harlan Jefferson, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

_____
Notary Public, State of Texas
My Commission Expires: _____

OWNER:

RISLAND PROSPER 221 LLC

By: _____
Name: Michael Hanschen
Title: _____

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 2022, by Michael Hanschen in his capacity as _____ of Risland Prosper 221 LLC, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Owner.

_____
Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A

(Property Description)

ZONING TRACT 1 DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas and being a portion of a remainder of a called 221.617 acre tract of land described in a Special Warranty Deed to BGY Prosper 221 LLC

(now known as Risland Prosper 221 LLC), recorded in Instrument No. 20171121001544530 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows: BEGINNING at the northeast corner of said 221.617 acre tract, same being on the centerline of W. Frontier Parkway;THENCE South 00°45'38" East, along the easterly line of said 221.617 acre tract and thecenterline of future Shawnee Trail, a distance of 2,169.50 feet to a point for corner;THENCE South 89°14'22" West, over and across said remainder, a distance of 45.00 feet to a point at the beginning of a non-tangent curve to the right with a radius of 269.50 feet, a central angle of 10°34'07", and a chord bearing and distance of South 04°31'26" West, 49.64 feet; THENCE in a southerly direction, with said non-tangent curve to the right, an arc distance of 49.71 feet to a point at the beginning of a reverse curve to the left with a radius of 290.50 feet, a central angle of 10°34'07", and a chord bearing and distance of South 04°31'26" West, 53.51 feet;

THENCE in a southerly direction, with said reverse curve to the left, an arc distance of

53.59 feet to a point for corner;THENCE South 00°45'38" East, a distance of 113.50 feet to a point for corner; THENCE South 44°14'22" West, a distance of 35.36 feet to a point for corner; THENCE South 89°14'22" West, a distance of 120.00 feet to a point for corner; THENCE North 45°45'38" West, a distance of 14.14 feet to a point for corner; THENCE North 89°22'29" West, a distance of 50.01 feet to a point for corner; THENCE South 46°01'52" West, a distance of 13.69 feet to a point for corner; THENCE North 86°09'46" West, a distance of 17.25 feet to a point for corner; THENCE North 85°31'16" West, a distance of 103.54 feet to a point for corner, being the southeast corner of a called 13.038 acre tract of land (“Tract 1”) described in Donation Deed to Prosper Independent School District recorded in Instrument No. 20200817001343650 of the O.P.R.C.C.T.; THENCE along the east, north and west lines of said 13.038 acre tract the following courses: North 00°45'45" West, a distance of 136.18 feet to a point at the beginning of a tangent curve to the right with a radius of 861.02 feet, a central angle of 07°59'25", and a chord bearing and distance of North 03°13'58" East, 119.98 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 120.08 feet to

a point at the beginning of a reverse curve to the left with a radius of 168.91 feet, a central

angle of 07°59'42", and a chord bearing and distance of North 03°13'58" East, 23.55 feet;

In a northerly direction, with said reverse curve to the left, an arc distance of 23.57 feet to a

point for corner;

North 00°45'45" West, a distance of 271.36 feet to a point for corner;

North 89°14'15" East, a distance of 130.00 feet to a point for corner;

North 00°45'45" West, a distance of 48.74 feet to a point for corner;

North 08°40'57" West, a distance of 59.23 feet to a point at the beginning of a non-tangent curve to the right with a radius of 325.00 feet, a central angle of 06°05'52", and a chord bearing and distance of North 03°48'41" West, 34.57 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 34.59 feet to a point for corner;,North 00°45'45" West, a distance of 32.21 feet to a point for corner;,South 89°14'15" West, a distance of 935.00 feet to a point for corner;,South 00°45'42" East, a distance of 404.65 feet to a point at the beginning of a non-tangent,curve to the left with a radius of 270.00 feet, a central angle of 28°50'10", and a chord bearing and distance of South 15°10'50" East, 134.46 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 135.89 feet to a point for corner in the westerly line of said 13.038 acre tract, same being on the east line of a future right of way;

THENCE South 68°39'23" West, over and across said future right of way, a distance of 62.80 feet to a point in the west line of said future right of way, and being at the beginning of a non-tangent curve to the right with a radius of 88.50 feet, a central angle of 08°04'01", and a chord bearing and distance of South 17°18'37" East, 12.45 feet;

THENCE in a southerly direction, with the west line of said future right of way, and with said non-tangent curve to the right, an arc distance of 12.46 feet to a point for corner;

THENCE South 13°16'37" East, continuing along the west line of said future right of way, a distance of 25.77 feet to a point at the beginning of a tangent curve to the right with a radius of 63.50 feet, a central angle of 28°00'09", and a chord bearing and distance of South 00°43'28" West, 30.73 feet;

THENCE in a southerly direction, with the west line of said future right of way, and with said tangent curve to the right, an arc distance of 31.03 feet to a point for corner;

THENCE South 89°12'50" West, over and across said remainder of 221.617 acre tract, a distance of 117.66 feet to a point for corner being the southeast corner of a called 120.5159 acre tract of land described in Special Warranty Deed to LegacyFrontier, LLC by Instrument No. 20150203000121210 of the O.P.R.C.C.T.;

THENCE North 01°14'03" West, along the east line of said 120.5159 acre tract, and west line of said remainder of 221.617 acre tract a distance of 1,151.04 feet to a point for corner

being the easterly, northeast corner of said 120.5159 acre tract;
THENCE South 89°12'33" West, along a northerly line of said 120.5159 acre tract, and a southerly line of said remainder of 221.617 acre tract, a distance of 1,532.96 feet to a point for corner being the southwest corner of said remainder of 221.617 acre tract;
THENCE North 00°00'13" East, along an easterly line of said 120.5159-acre tract and a westerly line of said remainder of 221.617 acre tract, a distance of 1155.80 feet to a point for corner being the northerly, northwest corner of said remainder of 221.617 acre tract, same being on the centerline of aforesaid W. Frontier Parkway;
THENCE North 89°23'50" East, along the northerly line of said remainder of 221.617 acre tract and the centerline of said W. Frontier Parkway, a distance of 2,856.49 feet to the POINT OF BEGINNING and containing 99.47 acres of land, more or less.
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ZONING TRACT 2 DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas and being a portion of a remainder of a called 76.131 acre tract of land described in a Special Warranty Deed to BGY Prosper 221 LLC (now known as Risland Prosper 221 LLC), recorded in Instrument No. 20171222001687580 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:
COMMENCING at a point being the southeast corner of a called 120.5159 acre tract of land described in Special Warranty Deed to LegacyFrontier, LLC by Instrument No. 20150203000121210 of the O.P.R.C.C.T., same being a southerly northwest corner of a remainder of a called 221.617 acre tract of land described in a Special Warranty Deed to BGY Prosper 221 LLC (now known as Risland Prosper 221 LLC), recorded in Instrument No. 20171121001544530 of the O.P.R.C.C.T.;
THENCE South 89°12’50” West, along the south line of said 120.5159 acre tract, and north line of said remainder of 221.617 acre tract, a distance of 1,063.34 feet to a point for corner

being the northeast corner of said remainder of 76.131 acre tract, and being a southerly northwest corner of said remainder of 221.617 acre tract, and being the POINT OF BEGINNING of the herein described tract;

THENCE South 01°49'26" West, along the east line of said remainder of 76.131 acre tract, west line of said remainder of 221.617 acre tract, and west line of Block H, Inwood Lane (a 50-foot right of way), and Block D of Legacy Gardens Phase 1 recorded in Instrument No. 20190913010003930 of the O.P.R.C.C.T., a distance of 1,360.83 feet to a point for corner, being in the west line of Lot 2, of said Block D;

THENCE North 88°10'34" West, over and across said remainder of 76.131 acre tract, a distance of 659.87 feet to a point in the south line of a future right of way, being at the beginning of a non-tangent curve to the right with a radius of 275.00 feet, a central angle of 02°31'31", and a chord bearing and distance of South 49°03'26" West, 12.12 feet;

THENCE in a westerly direction, with the south line of said future right of way, and with said non-tangent curve to the right, an arc distance of 12.12 feet to a point for corner;

THENCE with the south line of said future right of way the following courses:

South 50°19'12" West, a distance of 24.57 feet to a point at the beginning of a tangent curve to the right with a radius of 325.00 feet, a central angle of 40°58'05", and a chord bearing and distance of South 70°48'14" West, 227.46 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 232.38 feet to a point for corner;

North 88°42'44" West, a distance of 25.00 feet to a point at the beginning of a tangent curve to the left with a radius of 240.50 feet, a central angle of 04°21'28", and a chord bearing and distance of South 89°06'32" West, 18.29 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 18.29 feet to a point for corner;

South 86°55'48" West, a distance of 46.70 feet to a point at the beginning of a tangent curve to the right with a radius of 261.50 feet, a central angle of 04°21'28", and a chord bearing and distance of South 89°06'32" West, 19.88 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 19.89 feet to a point for corner;

North 88°42'44" West, a distance of 25.21 feet to a point for corner being the southeasterly

corner of a called 38.572 acre tract of land described in Special Warranty Deed to Prosper Independent School District by Instrument No. 20200817001344070 of the O.P.R.C.C.T.;
THENCE with the east line of said 38.572 acre tract, and over and across said future right the following courses:
North 01°17'16" East, a distance of 190.00 feet to a point for corner;
South 88°43'44" East, a distance of 102.12 feet to a point at the beginning of a non-tangent curve to the right with a radius of 140.02 feet, a central angle of 55°04'27", and a chord bearing and distance of North 63°47'28" East, 129.47 feet;
In an easterly direction, with said non-tangent curve to the right, an arc distance of 134.59 feet to a point at the beginning of a non-tangent curve to the left with a radius of 460.00 feet, a central angle of 29°16'34", and a chord bearing and distance of North 50°53'16" East, 232.50 feet;
In an easterly direction, with said non-tangent curve to the left, an arc distance of 235.04 feet to a point for corner;
North 01°47'29" East, a distance of 1,038.20 feet to a point for corner being the northeast corner of said 38.752 acre tract, and being in the south line of said 120.5159 acre tract;
THENCE North 89°05'09" East, along the south line of said 120.5159 acre tract, and a north line of said remainder of 221.617 acre tract, a distance of 645.43 feet to the POINT OF BEGINNING and containing 21.96 acres of land, more or less.
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT B

(Property Depiction)

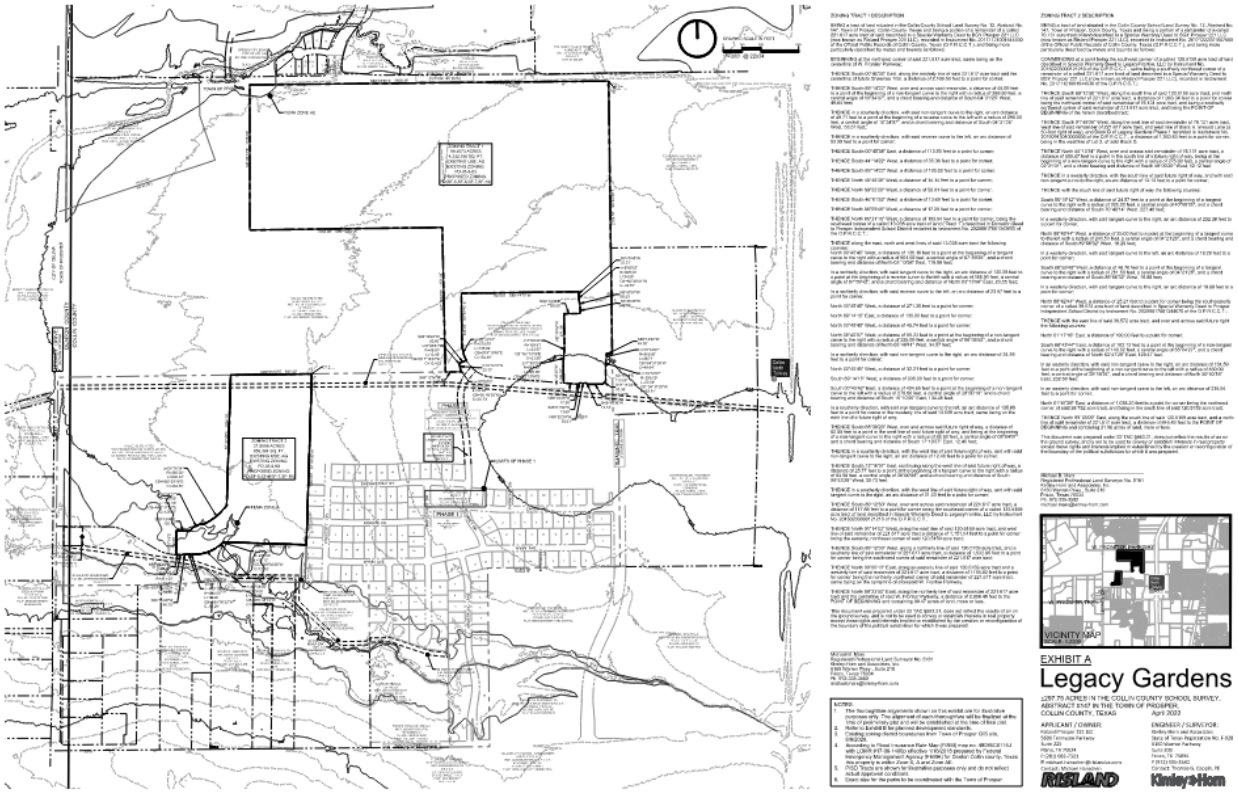

EXHIBIT C

Architectural Standards and Building Materials

TYPE 8F LOTS:

A. Exterior Surfaces.

i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry, subject to the following conditions:

a) Stucco on structures on Type 8F Lots shall be traditional 3-coat process cement plaster stucco.

b) Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

c) Cementitious materials may constitute up to 50% of the area for stories other than the first story.

d) On side and rear elevations, cementitious materials may not be used as a facade cladding material for portions of upper stories that are in the same vertical plan as the first story.

e) On front elevations and side elevations facing streets, cementitious materials may be used as a façade cladding material for up to 20% of the front elevation area.

ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 8F Lots.

iii. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 8F Lots.

B. Roofing.

i. Structures constructed on Type 8F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.

ii. Metal roofs shall be non-reflective colors.

iii. The main roof pitch of any structure shall have a minimum slope of 8” in 12”. Clay tile roofs shall have a minimum slope of 3” in 12”.

iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4” in 12”.

C. Garages.

i. Homes shall have a minimum of two (2) car garage bays. Garage doors may be constructed of either metal, fiberglass or wood.

ii. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.

iii. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).

iv. Doors may be single or double wide doors.

v. Additionally, two of the following upgrades must be incorporated:

- Single doors must be separated by a masonry column
- Garage doors may be “carriage style door” designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
- Doors may incorporate decorative hardware.
- Doors may incorporate windows.

TYPE 9F LOTS:

D. Exterior Surfaces.

i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry, subject to the following conditions:

a) Stucco on structures on Type 9F Lots shall be traditional 3-coat process cement plaster stucco.

b) Cementitious materials may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

c) Cementitious materials may constitute up to 50% of the area for stories

other than the first story.

d) On side and rear elevations, cementitious materials may not be used as a facade cladding material for portions of upper stories that are in the same vertical plan as the first story.

e) On front elevations and side elevations facing streets, cementitious materials may be used as a façade cladding material for up to 20% of the front elevation area.

ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 9F Lots.

K. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 9F Lots.

L. Roofing.

i. Structures constructed on Type 9F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.

ii. Metal roofs shall be non-reflective colors.

iii. The main roof pitch of any structure shall have a minimum slope of 8” in 12”. Clay tile roofs shall have a minimum slope of 3” in 12”.

iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4” in 12”.

M. Garages.

i. Homes shall have a minimum of two (2) car garage bays but no more than three (3).

ii. Homes with three (3) garages shall not have more than two (2) garage bays facing the street.

iii. Carports or three (3) car front facing garages shall not be permitted.

iv. Garage doors may be constructed of either metal, fiberglass or wood.

v. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.

vi. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).

vii. Doors may be single or double wide doors.

viii. Additionally, two of the following upgrades must be incorporated:

- Single doors must be separated by a masonry column of no less than twelve inches (12”) in width.
- Garage doors may be “carriage style door” designs giving the appearance of classic swing-open design with the flexibility of an overhead door.
- Doors may incorporate decorative hardware.
- Doors may incorporate windows.

TYPE 10F LOTS:

E. Exterior Surfaces.

i. Masonry is defined as clay fired brick, natural and manufactured stone, granite, marble, stucco, cementitious material, and architectural concrete block. The exterior facades of a main building or structure, excluding glass windows and doors shall be constructed of one hundred percent (100%) masonry.

ii. EIFS. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type 10F Lots.

iii. Chimneys. Chimneys located on an exterior wall must be one hundred percent (100%) masonry on Type 10F Lots.

J. Roofing.

i. Structures constructed on Type 10F Lots shall have a composition, slate, clay tile, standing seam metal, or cement/concrete tile roof.

ii. Metal roofs shall be non-reflective colors.

iii. The main roof pitch of any structure shall have a minimum slope of 8” in 12”. Clay tile roofs shall have a minimum slope of 3” in 12”.

iv. The minimum roof pitch on other elements such as dormers, porches, bay windows, and other appurtenances shall be 4” in 12”.

K. Garages.

i. Homes shall have a minimum of two (2) car garages but no more than four (4).

ii. Homes with three (3) or more garage bays shall not have more than two (2) garage doors facing the street.

iii. Carports or three (3) car front facing garages shall not be permitted.

iv. Garage doors may be constructed of either metal, fiberglass or wood.

v. Metal or fiberglass doors shall be constructed to give the appearance of real wood doors when viewed from any street.

vi. Wood doors may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.).

vii. Doors may be single or double wide doors.

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- Doors may incorporate decorative hardware.
- Doors may incorporate windows.

EXHIBIT D
(Elevations)

Type 8F Lots













Type 9F Lots









Type 10F Lots







The Julian A Exterior



PLANNING

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

Re: **Town Council Meeting – July 26, 2022**

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 Plans and Preliminary Site Plans, including Ladera Amenity Center, DISD Middle School, Windsong Vet Clinic, 102 E. Broadway, Gates of Prosper Phase 3, Prosper Counseling, and Star Trail Amenity Center.

Description of Agenda Item:

Attached are the site plans and preliminary site plans that were acted on by the Planning & Zoning Commission at their June 21, 2022, and July 5, 2022 meetings. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

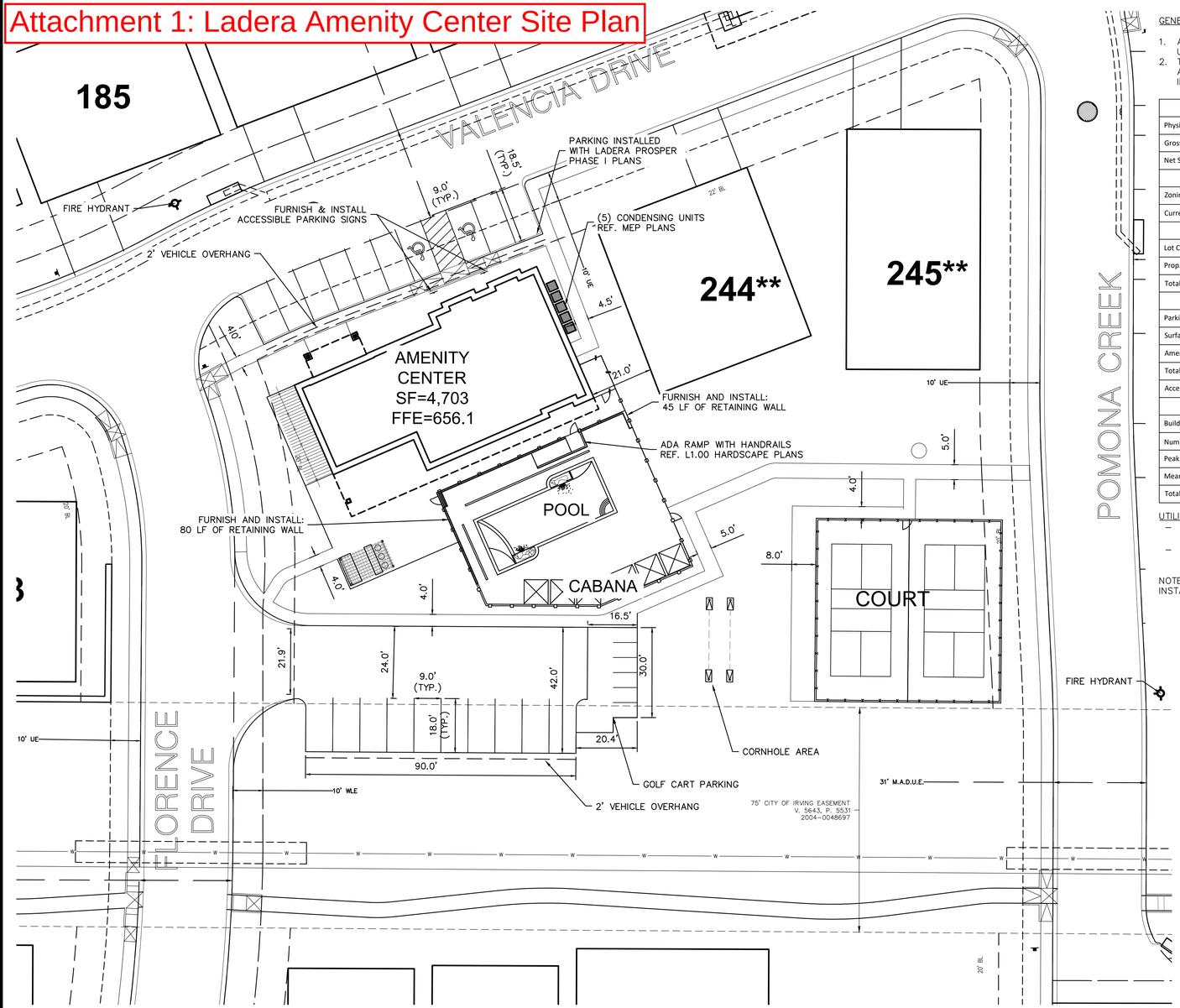
Attached Documents:

1. Ladera Amenity Center Site Plan
2. DISD Middle School Site Plan
3. Windsong Vet Clinic Site Plan
4. 102 E. Broadway Site Plan
5. Gates of Prosper Preliminary Site Plan
6. Prosper Counseling Site Plan
7. Star Trail Amenity Center Preliminary Site Plan

Town Staff Recommendation:

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

Attachment 1: Ladera Amenity Center Site Plan



GENERAL NOTES

1. ALL PARKING SPOTS ARE 9' WIDE AND 18' LENGTH UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES IN THE AREA OF CONSTRUCTION.

SITE DATA TABLE - LADERA AMENITY CENTER		
Physical Address	TBD	
Gross Site Area	63.272 A; 2756128 SF	
Net Site Area (amenity hub only)	0.804 A; 35,040 SF	
Zoning	PD	
Current Use	Vacant Property	
Lot Coverage (whole site - allowed)	65%	
Prop. Building & Patio	4,703 SF; ±0.4%	
Total	4,703 SF; ±0.4%	
Parking Summary -		
Surface Parking	Required	Provided
Amenity Center (1:300)	15	20
Total Parking	15	20
Accessible Parking	1	2
Building 1 Data		
Number of Floors	1	
Peak Height	26.5'	
Mean Height	25.25'	
Total Square Footage	4,100 SF	

UTILITY SCHEDULE:
- (1) 1" DOMESTIC WATER METER SERVICE (PROVIDED IN LADERA PROSPER PHASE I APPROVED UTILITY PLANS)
- (1) 4" SEWER SERVICE (PROVIDED IN LADERA PROSPER PHASE I APPROVED UTILITY PLANS)

NOTE: IRRIGATION SHALL BE CONNECTED TO EXISTING SYSTEM INSTALLED FOR LADERA PROSPER PHASE I.

LEGEND

RF	=	REBAR FOUND
CRF	=	CAPPED REBAR FOUND
CRS	=	CAPPED REBAR SET
CL	=	CENTER LINE
RAD	=	RADIUS
BL	=	BUILDING LINE
UE	=	UTILITY EASEMENT
AE	=	ACCESS EASEMENT
DE	=	DRAINAGE EASEMENT
SSE	=	SANITARY SEWER EASEMENT
LSE	=	LANDSCAPE EASEMENT
WLE	=	WATER LINE EASEMENT
PDE	=	PUBLIC DRAINAGE EASEMENT
HBTE	=	HIKE, BIKE, AND TRAIL EASEMENT
DFE	=	DRAINAGE AND FLOODPLAIN EASEMENT
MADUE	=	MUTUAL ACCESS, DRAINAGE AND UTILITY EASEMENT

NORTH

20 0 20 40 60 Feet

SCALE: 1"=20'

GENERAL NOTES

1) Dumpsters and trash compactors shall be screened per 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) Occupant notification per this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement or modification of the existing fire alarm system, or as required by the Fire Code Official, for all buildings or spaces provided with an approved automatic sprinkler system.
8) Fire lanes shall be designed and constructed per Town Standards or as directed by the Fire Department.
9) Two points of access shall be maintained for the property at all times.
10) Speed bumps/humps are not permitted within a fire lane.
11) Fire lanes shall be provided within 150 feet of all exterior walls of any building for hose lay requirements. Amendment 503.1.1
12) The fire lane shall be a minimum of 24 feet wide. Amendment 503.2.1
13) Buildings more than 30 feet in height are required to have a minimum of a 26–foot wide fire lane in the immediate vicinity for firefighting operations of the building. One of the 26–foot wide fire lanes shall be located a minimum of 15 feet from the building and no more than 30 feet. Appendix D105
14) The inside turning radius of the 24–foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
15) The inside turning radius of the 26–foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
16) Dead–end fire lanes are only permitted with approved hammerheads.
17) Fire hydrants shall be provided at the entrances and intersections. Amendment 507.5.1
18) As properties develop, fire hydrants shall be located at all intersecting streets and the maximum spacing shall be every 300 feet (300') for all developments, and facilities other than R3. R–3 developments shall be every 500 feet (500'). Distances between hydrants shall be measured along the route that fire hose is laid by a fire apparatus from hydrant–to–hydrant, not as the "crow flies." Amendment 507.5.1
19) Fire department connection (FDC) for the fire sprinkler system shall be located within 50 feet of a fire hydrant
and 50 feet of a fire lane. 5"Storz, 30–degree downward turn with locking cap. Amendment 507.5.1
20) Fire hydrants shall be located 2 foot (2') to 6 foot (6') back from the curb or fire lane and shall not be located in
the bulb of a cul–de–sac. Amendment 507.5.1
21) There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above. A minimum of one fire hydrant shall be located on each lot. Amendment 507.5.1
22) A minimum 10–foot unobstructed width shall be provided around a building for adequate Fire Department access. A continuous row of parking and landscaping shall be considered a barrier. Amendment 503.1.1
23) The maximum dead– end cul–de–sac length shall not exceed six hundred feet (600') as measured from the
centerline of the intersection street to the center point of the radius. Amendment 503.1.5
24) One– and two–family dwellings shall have automatic fire systems. Automatic fire protection systems per NFPA 13D or NFPA 13R shall be provided in all one– and two–family dwellings with a conditioned floor area of 5,500 square feet (511 m2) or greater, dwellings three (3) stories or greater, or dwellings with roof heights exceeding thirty–five feet (35') from grade. IRC–2015 Amendment R313.2
25) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA)
and with the requirements of the current, adopted Building Code.
26) All signage is subject to Building Official approval.
27) All fences and retaining walls shall be shown on the Preliminary Site Plan and are subject to Building Official approval.
28) All exterior building materials are subject to Building Official approval and shall conform to the approved façade plan.
29) Sidewalks of not less than six (6) feet in width along thoroughfares and collectors and five (5) feet in width along residential streets and barrier–free ramps at all curb crossings shall be provided per Town Standards.
30) Approval of the Site Plan is not final until all engineering plans are approved by the Engineering Services Department.
31) Site Plan Approval is required for grading release.
32) All new electrical lines shall be installed and/or relocated underground.
33) All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
34) All landscape easements must be exclusive of any other type of easement.
35) Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish–out permit may result in additional impact fees and/or parking requirements. The approval of a Site Plan shall be effective for eighteen (18) months from the date of approval by the Planning an Zoning Commission, at the end of which time the applicant must have submitted and received the approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the Site Plan approval, together with any preliminary Site Plan for the property, is null and void.
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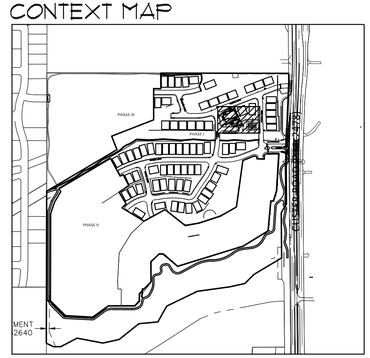
37) The Town currently contracts with CWD for waste disposal services. They may be contacted at 972–392–9300.
38) The Shack is an Amenity Building for private use only. It will have sewer and water services.
39) No Transformers, pedestals, etc. allowed in the 10' WLE. Franchise Utilities may run perpendicularly to the water line easement, but may not run longitudinally within the easement.

LEGEND

- 6' CHAIN LINK FENCE
- 6' WOOD FENCE IN ACCORDANCE WITH TOWN STANDARDS
- 4' ORNAMENTAL METAL POOL FENCE
- PROPOSED FIRE HYDRANT

CONTEXT MAP



SCALE: 1"=500'

OWNER/DEVELOPER
PR LADERA, LLC.
361 W BYRON NELSON BLVD STE. 104
ROANOKE, TX 76262
Ph. 817-430-3318
Contact: John Delin

CASE D22-0051

The John R. McAdams Company, Inc.
(DBA, G&A | McAdams)
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712
201 Country View Drive
Rockwall, Texas 75032
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

McADAMS

18291 LADERA PROSPER PHASE I AMENITY HUB

AMENITY HUB
LADERA PROSPER PHASE I
Lot 1, Block A
63.272 Acres
in the
LARKIN MCCARTY SURVEY, ABSTRACT NO. 600
TOWN OF PROSPER
COLLIN COUNTY, TEXAS

AMENITY HUB SITE PLAN

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
MCADAMS,
TBPE: 19762
JOSHUA M. BARTON,
P.E. #129227
DATE 6/16/2022

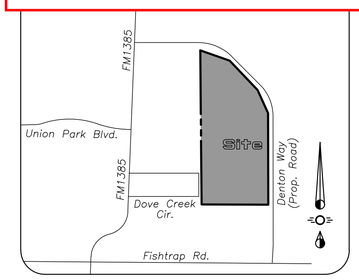
Drawn By: VC
Date: 05/10/2022
Scale: 1"=20'
Revisions:
06/08/2022
06/15/2022

18291

C2

File: L:\Data\Ladera\18291\18291\Drawings\CP & Const Plans\PHASE I\AMENITY CENTER\18291 AC SITE
Plotted: 6/16/2022 8:48 AM, by Justin Lunsdorf; Saved: 6/14/2022 5:02 PM, by jlunsdorf

Attachment 2: DISD Middle School Site Plan



Vicinity Map
– not to scale –

Legend:

Fire Lane	
LS	Landscape Area
ROW	Right-Of-Way
BFR	Barrier Free Ramp

0 60 100 200
GRAPHIC SCALE
1" = 60'

NOTE:
Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.

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Site Data Summary:

Zoning	A – Agriculture
Current Use	Agriculture / Undeveloped
Proposed Use	Middle School
Lot Area	49.895 Ac (2,173,426 sf)
Main Building Data	
–Peak Height	36'–2" (2 Story)
–Total Square Footage	178,917 s.f.
Storage Building Data	
–Peak Height	17'–4" (1 Story)
–Total Square Footage	500 s.f.
Concession Building Data	
–Peak Height	16' 0" (1 Story)
–Total Square Footage	4,848 s.f.
Lot Coverage Area	6.1% (133,544 s.f.)
Floor Area Ratio	11.8:1
Parking Requirement (Classroom or assembly or stadium, whichever is greater)	
–Classroom (1.5/per room: 55)	83
–Assembly/Gym (1/per 4 seats: 976)	244
–Stadium (1/per 4 seats: 1,021)	256
Required:	256
Parking Provided	256
Interior Landscape Required	3,750 s.f.
Interior Landscape Provided	5,605 s.f.
Impervious Area	493,337 s.f. (22.71%)
Open Space Lot Area	1,207,468 s.f.
Open Space Required	84,523 s.f. (7%)
Open Space Provided	698,035 s.f. (57.8%)

Handicap parking is provided in accordance with ADA standards.

NOTE:
No 100–year floodplain exists on the site.

According to Flood Insurance Rate Map (FIRM) Map No. 48121C0410G, dated April 18th, 2011, prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, No 100–Year Floodplain Exists On The Site.

2 Of 2 Sheets

SITE PLAN

DENTON ISD MIDDLE SCHOOL No. 9

LOT 1, BLOCK A

49.895 Acres Situated In The

J. MORTON SURVEY ~ ABST. A0793A

Town Project No. D20–0102

Owner

Denton Independent School District
1307 N. Locust St.
Denton, Texas 76201
Telephone 940 369–0000

Engineer

RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359–1733

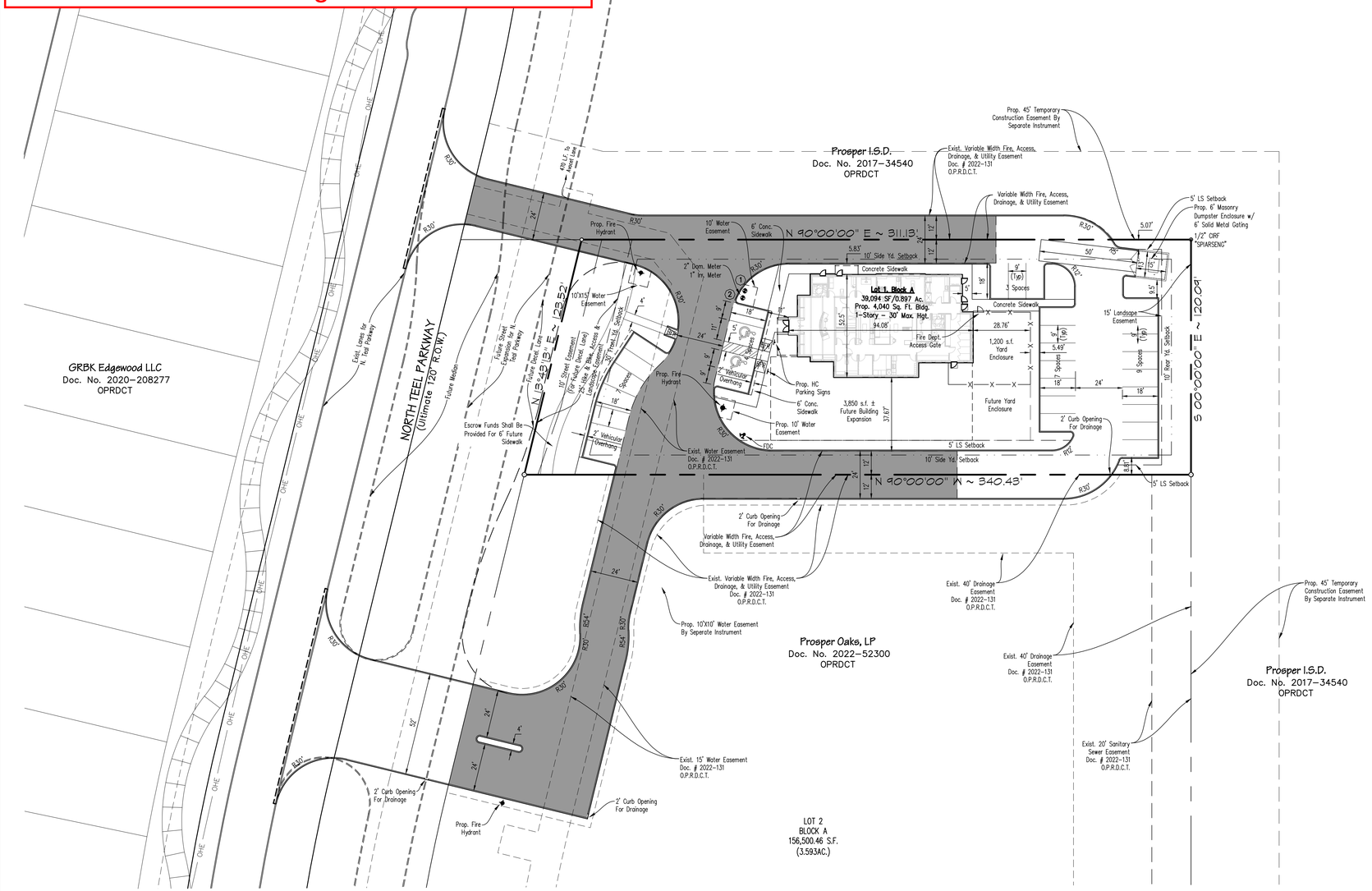
Surveyor

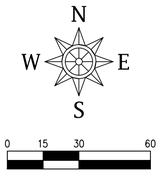
Coleman & Assoc. Land Surveying
725 S. Locust St.
Denton, Texas 76201
Telephone 940 565–8215

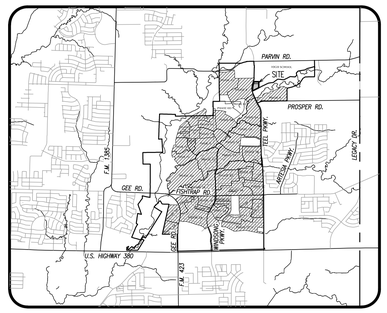
June 15, 2022

RLK #20032

Attachment 3: Windsong Vet Clinic Site Plan







LOCATION MAP
1" = 5000'

LEGEND

- FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
- POWER POLE
- GUY WIRE ANCHOR
- OHE — OVERHEAD POWER LINE
- CM — CONTROL MONUMENT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT

Note:

All dimensions are to face of curb or edge of building unless otherwise noted.

All curb radii are 2' unless otherwise noted.

Town of Prosper Site Plan Notes:

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16) Dead-end fire lanes are only permitted with approved hammerheads.
17) Fire hydrants shall be provided at the entrances and intersections. Amendment 507.5.1
18) As properties develop, fire hydrants shall be located at all intersecting streets and the maximum spacing shall be every 300 feet (300') for all developments, and facilities other than R3. R-3 developments shall be every 500 feet (500'). Distances between hydrants shall be measured along the route that fire hose is laid by a fire apparatus from hydrant-to-hydrant, not as the "crow flies" Amendment 507.5.1
19) Fire department connection (FDC) for the fire sprinkler system shall be located within 50 feet of a fire hydrant and 50 feet of a fire lane. 5" Storz, 30-degree downward turn with locking cap. Amendment 507.5.1
20) Fire hydrants shall be located 2 foot (2') to 6 foot (6') back from the curb or fire lane and shall not be located in the bulb of a cul-de-sac. Amendment 507.5.1
21) There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above. A minimum of one fire hydrant shall be located on each lot. Amendment 507.5.1
22) A minimum 10-foot unobstructed width shall be provided around a building for adequate Fire Department access. A continuous row of parking and landscaping shall be considered a barrier. Amendment 503.1.1
23) The maximum dead- end cul-de-sac length shall not exceed six hundred feet (600') as measured from the centerline of the intersection street to the center point of the radius. Amendment 503.1.5
24) One-and two-family dwellings automatic fire systems. Automatic fire protection systems per NFPA 13D or NFPA 13R shall be provided in all one-and two-family dwellings with a conditioned floor area of 5,500 square feet (511 m2) or greater, dwellings three (3) stories or greater, or dwellings with roof heights exceeding thirty-five feet (35') from grade. IRC-2015 Amendment R313.2
25) Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
26) All signage is subject to Building Official approval.
27) All fences and retaining walls shall be shown on the Site Plan and are subject to Building Official approval.
28) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
29) Sidewalks of not less than six (6) feet in width along thoroughfares and collectors and five (5) feet in width along residential streets and barrier-free ramps at all curb crossings shall be provided per Town Standards.
30) Approval of the Site Plan is not final until all engineering plans are approved by the Engineering Services Department.
31) Site Plan Approval is required before the grading release.
32) All new electrical lines shall be installed and/or relocated underground.
33) All mechanical equipment shall be screened from public view per the Zoning Ordinance.
34) All landscape easements must be exclusive of any other type of easement.
35) Impact fees will be assessed per the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
36) The approval of a Site Plan shall be effective for eighteen (18) months from the date of approval by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the Site Plan approval, together with any preliminary Site Plan for the property, is null and void.

SITE DATA	LOT 1, BLOCK A
Zoning	PD-0 (PD-103)
Proposed Use:	Veterinary Clinic
Lot Area:	0.897 Ac. (39,094 Sq. Ft.)
Building Area:	4,040 Sq. Ft.
Building Height:	1 Story, 30' Max.
Lot Coverage:	10.3%
Floor Area Ratio:	0.10:1
HC Parking Required:	2 Spaces
Total HC Parking Provided:	2 Spaces
Parking Required:	1:300 Sq. Ft. = 12 Spaces (Phase 1) 1:300 Sq. Ft. = 27 Spaces (Ultimate)
Total Parking Provided:	30 Spaces Incl. 2 HC
Landscape Required:	465 Sq Ft
Landscape Provided:	1,620 Sq Ft
Open Space Required:	2,737 Sq Ft
Open Space Provided:	12,031 Sq Ft
Impervious Surface:	24,206 Sq Ft

Water Meter Schedule

I.D.	Type	Size	No.	Sewer	Remarks
①	Domestic	2"	1	6"	Proposed
②	Irrigation	1"	1	N/A	Proposed

Note:

No outdoor kenneling or dog runs are permitted on this site. Dogs will be leashed and accompanied by staff at all times when outdoors.

Town Case No. D22-0044

SITE PLAN

WSR VET CLINIC

IN THE City of Carrollton, Dallas County, TEXAS
A. ROBERTS SURVEY ABSTRACT NO. 1115
39,094 Sq. Ft./0.897 Acres

OWNER
VP WINDSONG OPERATIONS, LLC
130 N. Preston Road, Ste. 130
Prosper, Texas 75078
Telephone (469) 532-0681
Contact: David Blom

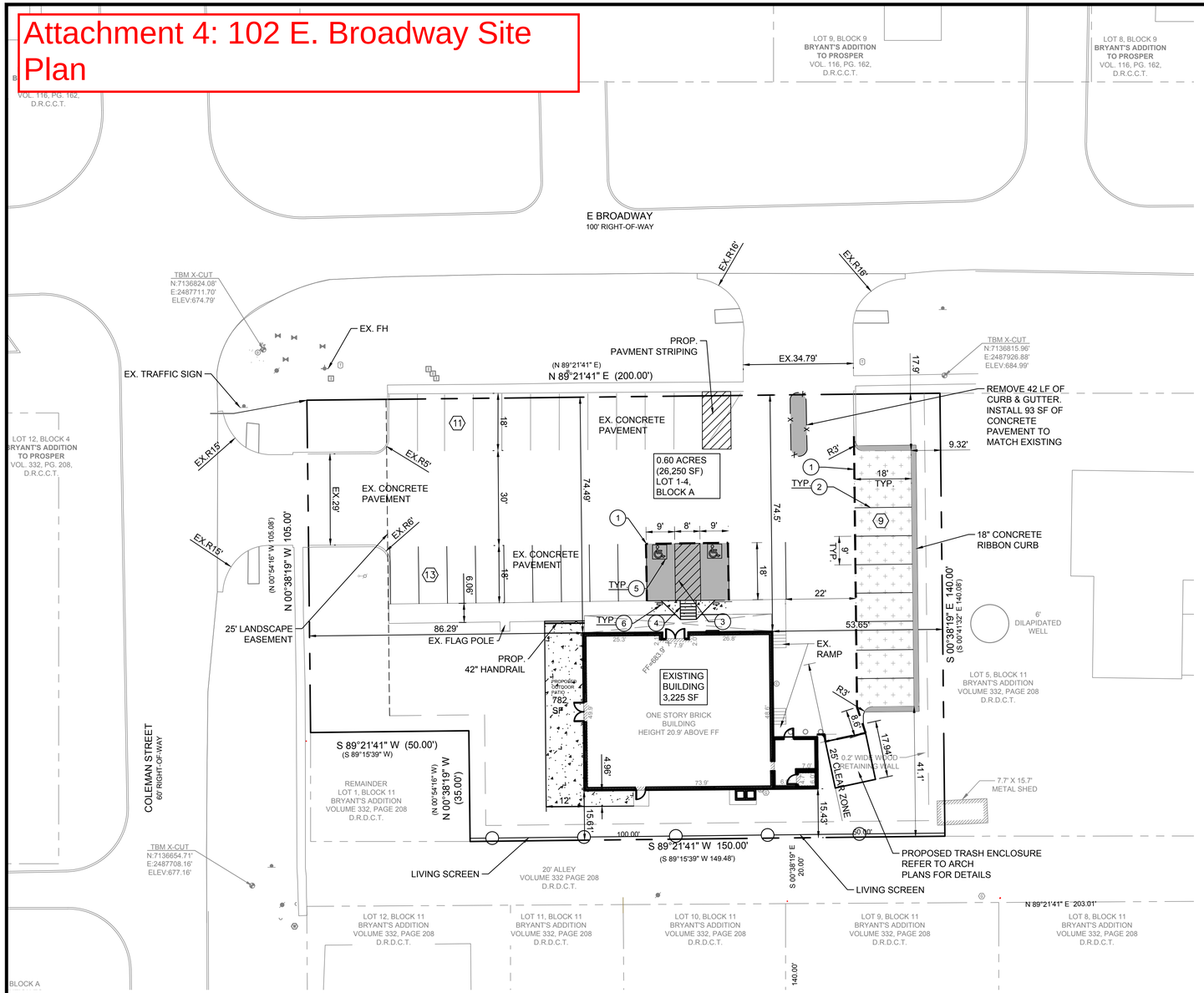
DEVELOPER
TLK Realty Holdings, LLC
2250 Lewis Canyon Drive
Prosper, Texas 75078
Telephone (817) 800-7679
Contact: Trey Kline

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121 / TBPLS No. F-10043100
Contact: Matt Dorsett

Sheet 1 of 1 Scale: 1"=30' May-22 SEI Job No. 21-089

Drawing: G:\2022 JOBS\22-089 WSR Vet Clinic\CAD\Site Plan.dwg Saved By: DBond10 Save Time: 6/7/2022 10:10:46 PM Plotted By: DBond10 Plot Date: 6/14/2022 9:55 AM

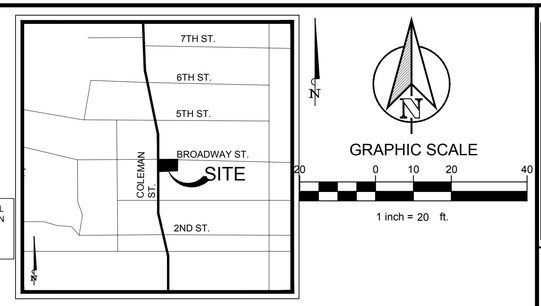
Attachment 4: 102 E. Broadway Site Plan



FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48085C0235J, DATED JUNE 2, 2009 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 ZONE "X" (UNSHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE



VICINITY MAP
N.T.S.

TOWN OF PROSPER SITE PLAN NOTES:

1. DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED PER THE ZONING ORDINANCE.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED PER 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. OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.
8. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
9. TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
10. SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
11. FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS. AMENDMENT 503.1.1
12. THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE. AMENDMENT 503.2.1
13. BUILDINGS MORE THAN 30 FEET IN HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF A 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIREFIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT WIDE FIRE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET. APPENDIX D105
14. THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
15. THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
16. DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
17. FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTRANCES AND INTERSECTIONS. AMENDMENT 507.5.1
18. AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET (300') FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R3. R-3 DEVELOPMENTS SHALL BE EVERY 500 FEET (500'). DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE HOSE IS LAID BY A FIRE APPARATUS FROM HYDRANT–TO-HYDRANT, NOT AS THE "CROW FLIES." AMENDMENT 507.5.1
19. FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5" STORZ, 30-DEGREE DOWNWARD TURN WITH LOCKING CAP. AMENDMENT 507.5.1
20. FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC. AMENDMENT 507.5.1
21. THERE SHALL BE A MINIMUM OF TWO (2) FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT. AMENDMENT 507.5.1
22. A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ABOVE. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER. AMENDMENT 503.1.1
23. THE MAXIMUM DEAD- END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET (600') AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS. AMENDMENT 503.1.5
24. ONE-AND TWO-FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS. AUTOMATIC FIRE PROTECTION SYSTEMS PER NFPA 13D OR NFPA 13R SHALL BE PROVIDED IN ALL ONE-AND TWO-FAMILY DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET (511 M2) OR GREATER, DWELLINGS THREE (3) STORIES OR GREATER, OR DWELLINGS WITH ROOF HEIGHTS EXCEEDING THIRTY-FIVE FEET (35') FROM GRADE. IRC-2015 AMENDMENT R313.2
25. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
26. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
27. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
28. ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
29. SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS AND BARRIER-FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
30. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT.
31. SITE PLAN APPROVAL IS REQUIRED BEFORE THE GRADING RELEASE.
32. ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
33. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW PER THE ZONING ORDINANCE.
34. ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
35. IMPACT FEES WILL BE ASSESSED PER THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
36. THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.

CONSTRUCTION SCHEDULE	
1	SAW CUT FULL DEPTH EXISTING PAVEMENT
2	4" PARKING STALL STRIPING COLOR: WHITE (TYP)
3	PAVEMENT STRIPING
4	PROPOSED PEDESTRIAN RAMP
5	HANDICAP SYMBOL
6	HANDICAP SIGN

LEGEND	
	STANDARD DUTY CONCRETE PAVEMENT PER DETAIL SHEET
	PROPOSED DE-COMPOSED GRANITE
	PROPOSED CONCRETE SIDEWALK.
	PROPOSED CONCRETE CURB AND GUTTER.
6	PARKING COUNT
	SAWCUT FULL DEPTH SAWCUT

NOTE:
SUPPLEMENTAL PARKING WILL BE PROVIDED IN DOWNTOWN AREA

GENERAL SITE PLAN NOTES:
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

BENCHMARKS:
NO. 1
"X-CUT AT15.9' NORTH AND 13.7' EAST OF THE NORTH WEST PROPERTY CORNER.
ELEV: 674.79'

NO. 2
"X-CUT AT48.6' SOUTH AND 18.4' WEST OF THE SOTUH WEST PROPERTY CORNER
ELEV: 677.16'

NO. 2
"X-CUT AT 5.6' NORTH AND 1.5' EAST OF THE NORTH EAST PROPERTY CORNER.
ELEV:684.99'

SITE DATA SUMMARY

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	PATIO (SQ. FT)	BLDG. AREA (SQ. FT.)	BLDG HGT. (FT)	LOT COVERAGE REQ.	LOT COVERAGE PROV.	FLR AREA RATIO REQ.	FLR AREA RATIO PROV.	PARKING REQ. RATIO	PARKING REQ.	PARKING PROV.	HANDICAP SP. REQ.	HANDICAP SP. PROV.	TOTAL IMPERVIOUS (SQ FT)		LANDSCAPING REQ. (15 SF PER PARKING SPACE)	LANDSCAPING PROV.	OPEN SPACE REQ. (7% NET SITE AREA), SQ FT	OPEN SPACE PROV.
1 - 4	C	RESTAURANT	0.60	26,250	782	3,225	20'-9"	40% MAX	12.3%	0.4:1 MAX	0.12	1/100 SF (PATIO + BUILDING = 4,007 SF)	40	33	2	2	18,356	70%	495	1,121	1838	8,392

PLOTTED BY: LYNN ROWLAND
PLOT DATE: 6/15/2022 4:06 PM
LOCATION: Z:\PROJECTS\PROJECTS\2022--068 METTICA PROSPER\CADD\SHEETS\SP-1 SITE PLAN.DWG
LAST SAVED: 6/15/2022 3:32 PM

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM
1903 CENTRAL DR, SUITE #406
BEDFORD, TX 76021

Item 26.

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer DREW DONOSKY
P.E. No. 125651 Date 6/15/2022

METTICA PROSPER
102 E BROADWAY ST.
PROSPER, TX

No.	DATE	REVISION	BY

METTICA PROSPER

CASE #:D22-0046

OWNER:
DMJAT INVESTMENTS LLC
3067 FALCON RD.
PROSPER, TX 75078
CONTACT NAME: DONALD METTICA

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

LEGAL DESCRIPTION:
BEING PORTION OF LOTA 1 AND ALL OF LOT 2, LOT 3 AND LOT 4, BLOCK A, OF BRYANT ADDITIONM AND ADDITION TO THE CITY OF PROSPER, COLLIN COUNTY ,TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 332, PAGE 208, DEED RECORDS, DENTON COUNTY, TEXAS AND BEING THE ALL OF THE CALLED 0.602 ACRE TRACT CONVEYES TO DMJAT INVESTMENTS, LLC.

CITY:	STATE:
TOWN OF PROSPER	TEXAS

COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	COLLIN COUNTY SCHOOL	----

DESIGN: LRR
DRAWN: LRR
CHECKED: ASD
DATE: 6/15/2022

SHEET
SP-1

SITE PLAN

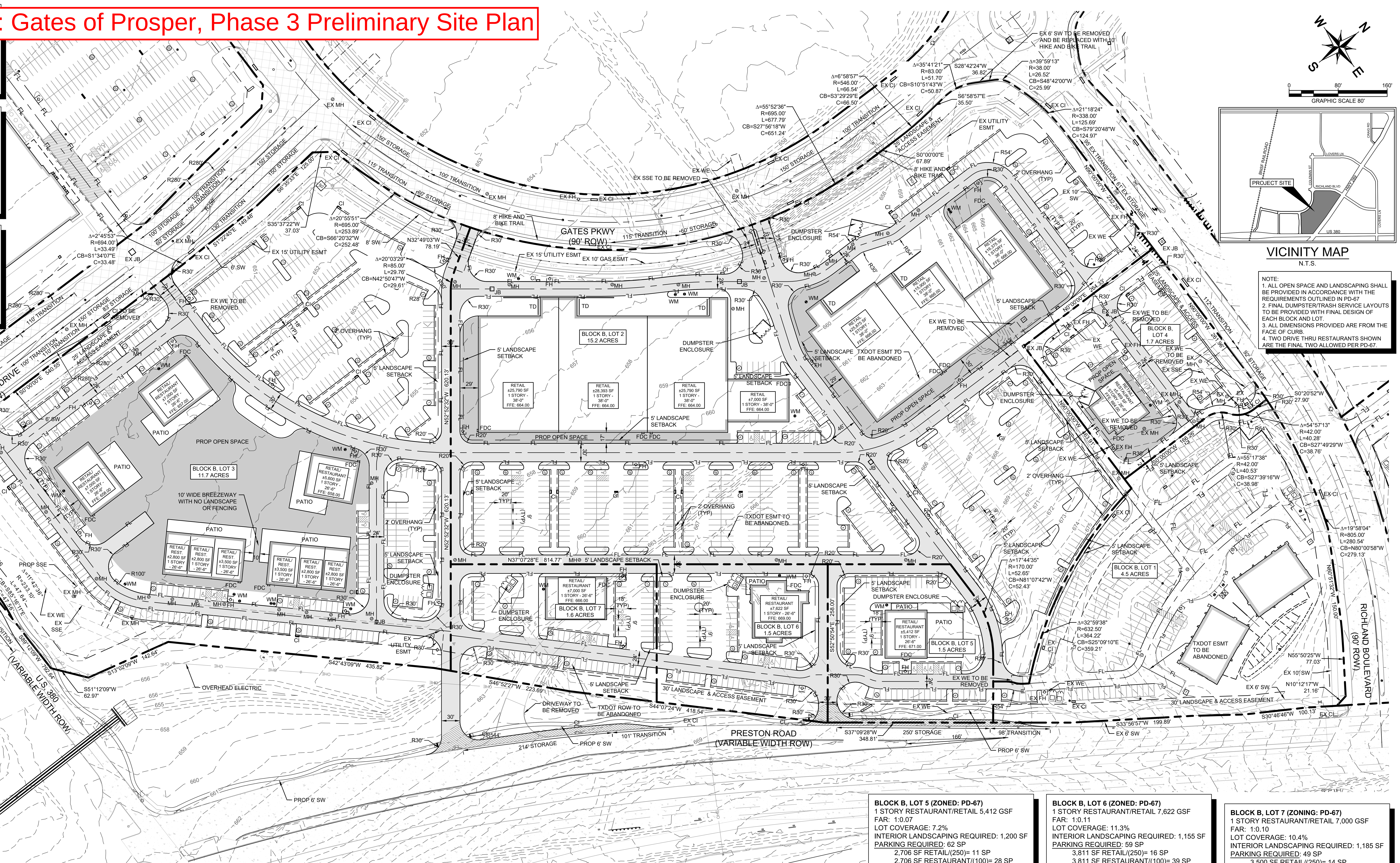
File No.

Attachment 5: Gates of Prosper, Phase 3 Preliminary Site Plan

BL[illegible]
1 [illegible]
FA[illegible]
LO[illegible]
INTERIOR LANDSCAPING REQUIRED: 9,720 SF
PARKING REQUIRED: 581 SP
145,123 SF RETAIL/(250)= 581 SP
HANDICAP REQUIRED: 13
PARKING PROVIDED: 609 SP
HANDICAP PROVIDED: 15

BLOCK B, LOT 3 (ZONED: PD-67)
1 STORY RESTAURANT/RETAIL 37,800 GSF
FAR: 1:0.07
LOT COVERAGE: 7.4%
INTERIOR LANDSCAPING REQUIRED: 7,635 SF
PARKING REQUIRED: 344 SP
18,900 SF RETAIL/(250)= 76 SP
18,900 SF RESTAURANT/(100)= 189 SP
15,625 ST PATIO/(200)= 79 SP
HANDICAP REQUIRED: 11
PARKING PROVIDED: 507 SP
HANDICAP PROVIDED: 11

BLOCK B, LOT 4 (ZONED: PD-67)
1 STORY RESTAURANT/RETAIL 5,469 GSF
FAR: 1:0.07
LOT COVERAGE: 7.4%
INTERIOR LANDSCAPING REQUIRED: 1,125 SF
PARKING REQUIRED: 39 SP
2,735 SF RETAIL/(250)= 11 SP
2,735 SF RESTAURANT/(100)= 28 SP
HANDICAP REQUIRED: 3
PARKING PROVIDED: 75 SP
HANDICAP PROVIDED: 4



NOTE:
1. ALL OPEN SPACE AND LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OUTLINED IN PD-67
2. FINAL DUMPSTER/TRASH SERVICE LAYOUTS TO BE PROVIDED WITH FINAL DESIGN OF EACH BLOCK AND LOT.
3. ALL DIMENSIONS PROVIDED ARE FROM THE FACE OF CURB.
4. TWO DRIVE THRU RESTAURANTS SHOWN ARE THE FINAL TWO ALLOWED PER PD-67.

ZONING PARKING REQUIREMENTS

-1/250 SF RETAIL STORE
-1/100 SF RESTAURANT OR CAFE
-1/200 SF PATIO

SUMMARY

-RETAIL	= 176,775 GSF
-RESTAURANT	= 31,652 GSF
-PATIO	= 20,960 GSF

TOTAL PARKING REQUIRED
1,136 SPACES
TOTAL PARKING PROVIDED
1,409 SPACES

BLOCK B, LOT 5 (ZONED: PD-67)
1 STORY RESTAURANT/RETAIL 5,412 GSF
FAR: 1:0.07
LOT COVERAGE: 7.2%
INTERIOR LANDSCAPING REQUIRED: 1,200 SF
PARKING REQUIRED: 62 SP
2,706 SF RETAIL/(250)= 11 SP
2,706 SF RESTAURANT/(100)= 28 SP
4,600 SF PATIO/(200)= 23 SP
HANDICAP REQUIRED: 3
PARKING PROVIDED: 62 SP
HANDICAP PROVIDED: 4

BLOCK B, LOT 6 (ZONED: PD-67)
1 STORY RESTAURANT/RETAIL 7,622 GSF
FAR: 1:0.11
LOT COVERAGE: 11.3%
INTERIOR LANDSCAPING REQUIRED: 1,155 SF
PARKING REQUIRED: 59 SP
3,811 SF RETAIL/(250)= 16 SP
3,811 SF RESTAURANT/(100)= 39 SP
735 SF PATIO/(200)= 4 SP
HANDICAP REQUIRED: 4
PARKING PROVIDED: 77 SP
HANDICAP PROVIDED: 4

BLOCK B, LOT 7 (ZONING: PD-67)
1 STORY RESTAURANT/RETAIL 7,000 GSF
FAR: 1:0.10
LOT COVERAGE: 10.4%
INTERIOR LANDSCAPING REQUIRED: 1,185 SF
PARKING REQUIRED: 49 SP
3,500 SF RETAIL/(250)= 14 SP
3,500 SF RESTAURANT/(100)= 35 SP
HANDICAP REQUIRED: 4
PARKING PROVIDED: 79 SP
HANDICAP PROVIDED: 4

ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.

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

ZONING: PLANNED DEVELOPMENT
OPEN SPACE REQUIRED (7%): 2.33 AC
OPEN SPACE PROVIDED (7%): 2.33 AC

LEGEND

EXISTING FIRE LANE	
PROPOSED FIRE LANE	
OPEN SPACE	
PROPOSED BUILDING	
PROPSED CONTOUR - MAJOR	
PROPOSED CONTOUR - MINOR	
EXISTING CONTOUR - MAJOR	
EXISTING CONTOUR - MINOR	
BARRIER FREE RAMP (BFR)	
ACCESSIBLE PARKING SYMBOL	
NUMBER OF PARKING SPACES	
WM	WATER METER (AND VAULT)
JB	JUNCTION BOX
MH	MANHOLE
FH	FIRE HYDRANT
FDC	FIRE DEPARTMENT CONNECTION
	SANITARY SEWER MANHOLE
	TRANSFORMER PAD
	CURB INLET
	GRATE INLET
	JUNCTION BOX OR WYE INLET
	HEADWALL
TYP	TYPICAL
SSE	SANITARY SEWER EASEMENT
WE	WATER EASEMENT
DE	DRAINAGE EASEMENT
BFR	BARRIER FREE RAMP
SW	SIDEWALK
BL	BUILDING LINE/SETBACK
CI	CURB INLET
GI	GRATE INLET
WI	WYE INLET
EX	EXISTING
PROP.	PROPOSED

PRELIMINARY SITE PLAN
GATES OF PROSPER – PHASE 3
BLOCK B, LOTS 3–9
D22–0054

Being All Of The
GATES OF PROSPER PHASE 2, BLOCK 2, LOTS 3, 4, AND 5
Town of Prosper, Collin County, Texas
Submitted: May 23, 2022
Resubmitted: June 29, 2022

Owner/Developer:
GOP #3, LLC
1 Cowboys Way
Frisco, Texas 75034
Contact: Tom Walker
Phone: (972)-497-4854

Engineer:
Kimley-Horn and Associates, Inc.
260 East Davis Street Suite 100
McKinney, Texas 75069
Contact: Rachel Korus, P.E.
Phone: (469)-301-2594

Surveyor:
Kimley-Horn and Associates, Inc.
6160 Warren Parkway Suite 210
Frisco, TX 75034
Contact: Michael Marx, RPLS
Phone: (972)-731-2191

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer RACHEL A. KORUS
P.E. No. 132468 Date 06/27/2022

KHA PROJECT	068109076
DATE	JUNE 2022
SCALE	AS SHOWN
DESIGNED BY	RAK
DRAWN BY	DEP
CHECKED BY	JCR

THE GATES OF PROSPER - PHASE 3
PROSPER, TEXAS

TOWN OF PROSPER

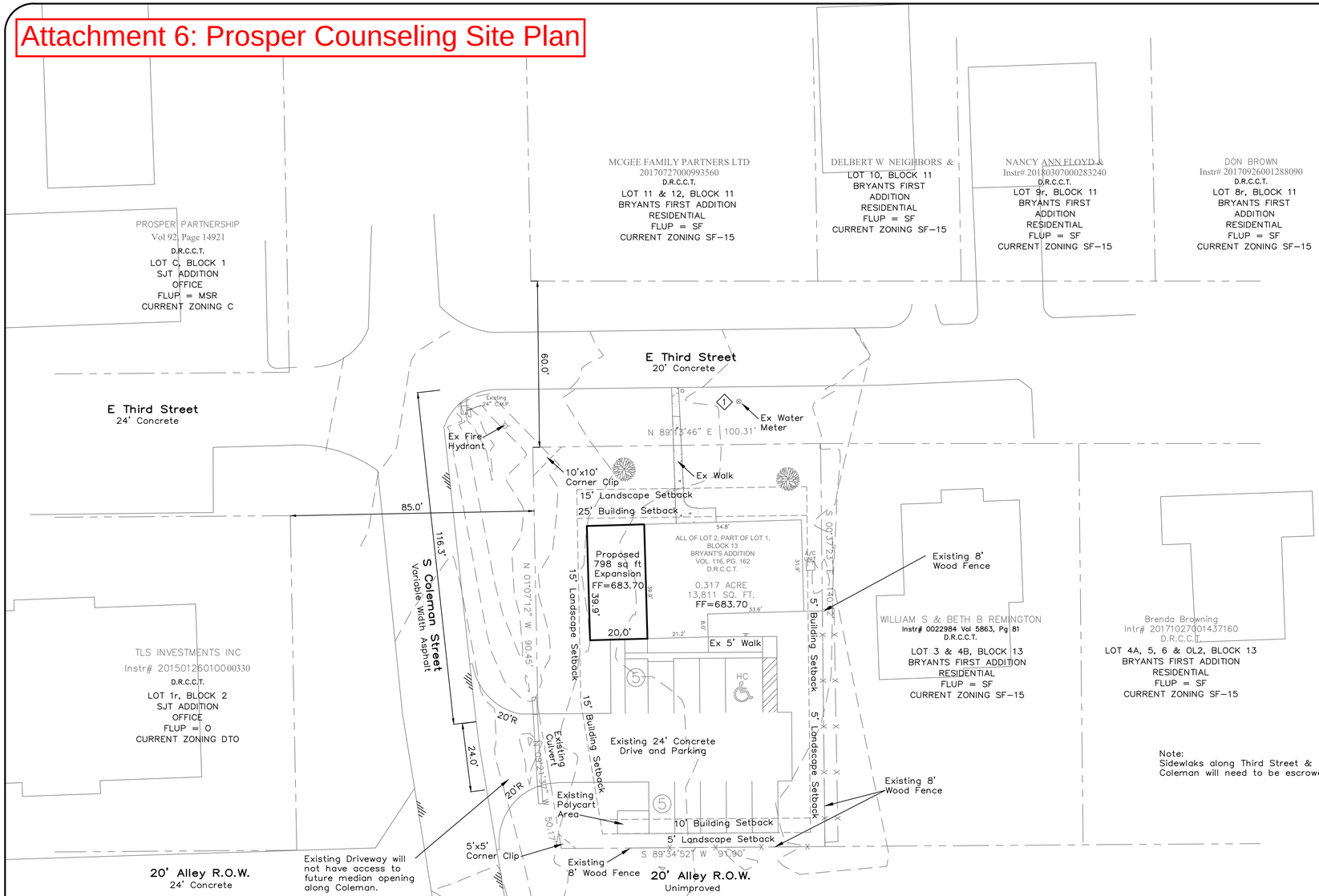
PRELIMINARY SITE PLAN

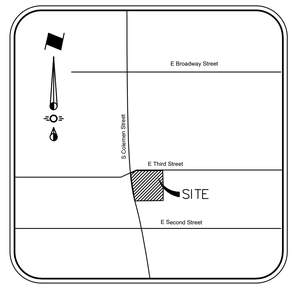
SHEET NUMBER
PSP-1

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

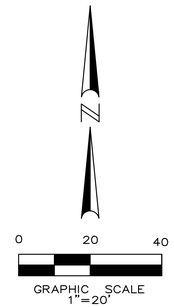
IMAGES Town of Prosper Logo :
XREFS xHtch : xSite-Ph3 : xSurv-Ph3-Onsite : xBrdr : xStrm-Ph3 : xUtil-Ph3
LAST SAVED 6/29/2022 4:39 PM
PLOTTED BY KORUS, RACHEL 6/29/2022 4:40 PM
DWG PATH K:\MKN_CIVIL\068109030-GATES OF PROSPER\068109076-PHASE 3\CAD\PLANSHEETS\PSP
DWG NAME PHASE 3 PSP.DWG , [24 x 36]

Attachment 6: Prosper Counseling Site Plan





Vicinity Map
NTS



SYNOPSIS

Address:	102 E 3rd Street Prosper, Texas 75078
Zoning:	DTO
Proposed Use:	Professional Office
Lot Area:	0.317 Acres (13,811 sf)
Building Areas:	Existing Building 1,967 sf Proposed Addition 798 sf Total Building 2,765 sf
Building Height:	One Story
Lot Coverage:	20.02% (Total Bldg Area 2,765 sf)
Floor Area Ratio:	0.20 : 1
Parking Required:	1/350 sf of Bldg. (2765/350=8 spaces required)
Parking Provided:	10 Spaces (10 allowed in DTO)
Handicap Parking Required:	1 Space
Handicap Parking Provided:	1 Space
Interior Landscape Required:	200 sf (20 sf per Parking Space)
Interior Landscape Provided:	7,316 sf Provided
Square Footage of Impervious Surface:	6,495 sf (0.52%)
Open Space Required:	967 sf (7% of the Net Lot Area)
Open Space Provided:	1,234 sf

TOWN OF PROSPER STANDARD 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) feet in width along residential streets, and barrier free ramps at all curb crossings shall be provided per Town Standards.
15) Approval of the Site Plan is not final until all engineering plans are approved by the Engineering Department.
16) Site Plan approval is required prior to grading release.
17) All new electrical lines shall be installed and/or relocated underground.
18) All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
19) All landscape easements must be exclusive of any other type of easement.
20) Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
21) The approval of a site plan shall be effective for a period of eighteen (18) months from the date 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.

FLOOD NOTE

THE PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN A DESIGNATED ZONE X AND DOES NOT APPEAR TO BE LOCATED IN A 100 OR 500 YEAR FLOOD AREA AS PLOTTED ON COMMUNITY PANEL # 480141 0235 J OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE OR FLOOD HAZARD BOUNDARY MAP BEARING AN EFFECTIVE DATE OF JUNE 2, 2009.

WATER METER CHART			
No.	Existing Services	Size	Qnty.
1	Existing Domestic Meter	Unknown	1
	Ex Residential Sewer Service	Unknown	1

OWNER:

Marcey and Don Mettica
3067 Falcon Road
Prosper, Texas 75078
214-914-1018
Marcey Mettica

ENGINEER:

JP Engineering
700 S Central Expressway, Suite 400
Allen, Texas 75013
Phone (972) 467-7505
David Jones, P.E.
Contact: Bill Perman Project Manager

Case No. D22-0057
SITE PLAN
102 E. 3RD STREET
LOT 2 & PART OF LOT 1, BLOCK 13
BRYANT'S ADDITION
TOWN OF PROSPER
COLLIN COUNTY, TEXAS
0.317 OF AN ACRE
13,811 Sq. Ft.

JP Engineering
700 Central Expressway S. Suite 400 - Allen, Texas 75013 972-467-7505
Texas P.E. Firm Number 14021

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF DAVID A. JONES, P.E. NO. 98279 ON 07/01/2022. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

102 E Third Street
Lot 1a & 2, Block 13 Bryants First Addition
Town of Prosper, Texas

REVISED SITE PLAN

No.	Date	Revision

Scale: 1" = 20'
File Name: Rev Site Plan
Date: 7/01/2022
Project No.: 19018

Sheet of

Attachment 7: Star Trail Amenity Center Preliminary Site Plan

DUMPSTERS NOT REQUIRED FOR THIS SITE. TRASH TO BE CARTED
OFF-SITE BY OPERATIONS.

TOWN OF PROSPER NOTES:

ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.

1) DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
2) OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3) OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
4) LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
5) ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
6) BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
7) OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT, OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED
BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.
8) FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
9) TWO POINTS OF ACCESS SHALL BE ALWAYS MAINTAINED FOR THE PROPERTY.
10) SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
11) FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS.
AMENDMENT 503.1.1
12) THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE. AMENDMENT 503.2.1
13) BUILDINGS MORE THAN 30 FEET IN HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF A 26-FOOT-WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIREFIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT-WIDE FIRE LANES SHALL BE LOCATED
A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET. APPENDIX D105
14) THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
15) THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
16) DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
17) FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTRANCES AND INTERSECTIONS. AMENDMENT 507.5.1
18) AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET (300') FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R3. R-3 DEVELOPMENTS SHALL BE EVERY 500 FEET (500'). DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE HOSE IS LAID BY A FIRE APPARATUS FROM HYDRANT–TO-HYDRANT, NOT AS THE "CROW FLIES." AMENDMENT 507.5.1
19) FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE, 5" STORZ, 30-DEGREE DOWNWARD TURN WITH LOCKING CAP. AMENDMENT 507.5.1
20) FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC. AMENDMENT 507.5.1
21) THERE SHALL BE A MINIMUM OF TWO (2) FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED
ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT. AMENDMENT 507.5.1
22) A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ACCESS. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER. AMENDMENT 503.1.1
23) THE MAXIMUM DEAD-END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET (600') AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS. AMENDMENT 503.1.5
24) ONE-AND TWO-FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS. AUTOMATIC FIRE PROTECTION SYSTEMS PER NFPA 13D OR NFPA 13R SHALL BE PROVIDED IN ALL ONE-AND TWO-FAMILY DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET (511 M2) OR GREATER, DWELLINGS THREE (3) STORIES OR GREATER, OR DWELLINGS WITH ROOF HEIGHTS EXCEEDING THIRTY FIVE FEET (35') FROM GRADE. IRC-2015 AMENDMENT R313.2
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26) ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
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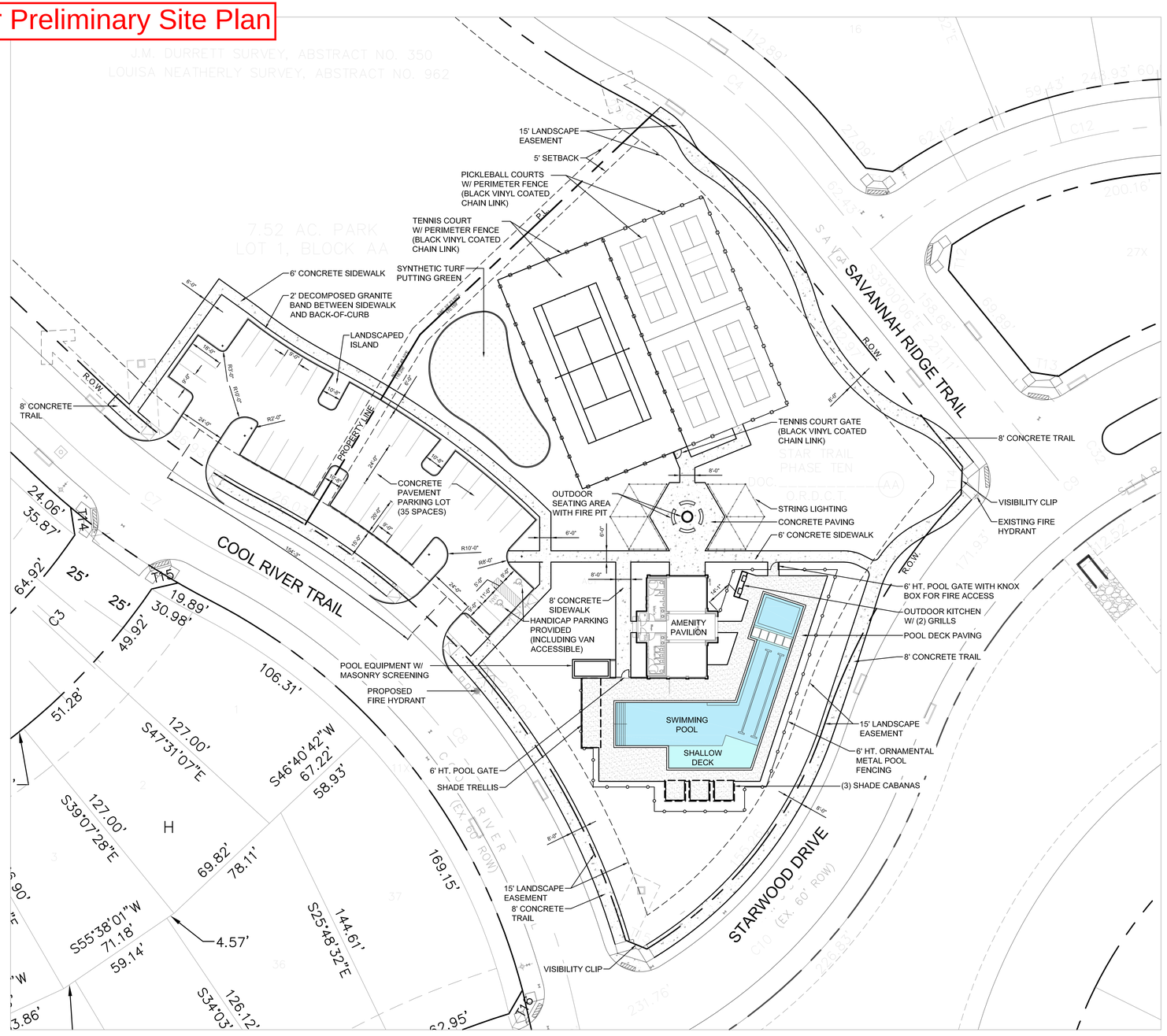
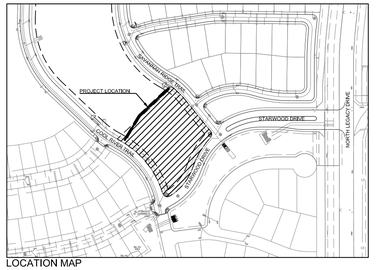
28) ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
29) SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS AND BARRIER-FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
30) ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
31) ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
32) ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
33) IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY
RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
34) THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE
PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
35) THE TOWN CURRENTLY CONTRACTS WITH CWD FOR WASTE DISPOSAL SERVICES. THEY MAY BE CONTACTED AT 972-392-9300.

SITE DATA SUMMARY TABLE	
ZONING	SINGLE-FAMILY
PROPOSED USE	AMENITY CENTER
LOT AREA	80,644 SF (1.85 ACRES)
BUILDING AREA	1956 SF
BUILDING HEIGHT	27' HT.
LOT COVERAGE	2.4%
TOTAL PARKING REQUIRED (WITH RATIO)	N/A
TOTAL PARKING PROVIDED	22
HANDICAP PARKING REQUIRED	2
HANDICAP PARKING PROVIDED	2
INTERIOR PARKING LANDSCAPING REQUIRED	320 SF
INTERIOR PARKING LANDSCAPING PROVIDED	498 SF
SQUARE FOOTAGE OF IMPERVIOUS SURFACE	36,820 SF
OPEN SPACE REQUIRED	20,000 SF
OPEN SPACE PROVIDED	43,624 SF



A PRELIMINARY SITE PLAN

SCALE: 1"= 30'-0" PLAN



LOCATION MAP
NOT TO SCALE

0 30 60
(FEET)
1 inch = 30 ft.

1 AMENITY LOT
1.85 ACRES
PD-66 ;SINGLE FAMILY-ZONING ORDINANCE #14-31 D21-0060
PRELIMINARY SITE PLAN

STAR TRAIL WEST AMENITY CENTER

OWNER/DEVELOPER:
BLUE STAR ALLEN LAND, L.P.
1 COWBOYS WAY
FRISCO, TX 75034
CONTACT: SCOTT SHIPP
PHONE: 972-543-2412

TOWN CASE NUMBER: D22-0031

DESIGNED BY

LJA

PLANNING | LANDSCAPE ARCHITECTURE
2150 South Central Expressway | Suite 380 | McKinney, Texas 75070
Phone 214.620.2800 FRN - F-1386

CIVIL ENGINEER
LJA Engineering, Inc.
2150 S Central Expressway
Suite 100
McKinney 75070

KEY MAP

CLIENT
BLUE STAR
8000 Warren Parkway, Suite 100
Frisco, TX 75034
Phone: 972.543.2414

PROJECT

STAR TRAIL WEST AMENITY CENTER
D22-0061
PROSPER, TX

PROJECT NUMBER
NTX0092

PRELIMINARY

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

June 21, 2022

REVISIONS

SHEET TITLE
PRELIMINARY SITE PLAN

SHEET NO.
SP-01

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

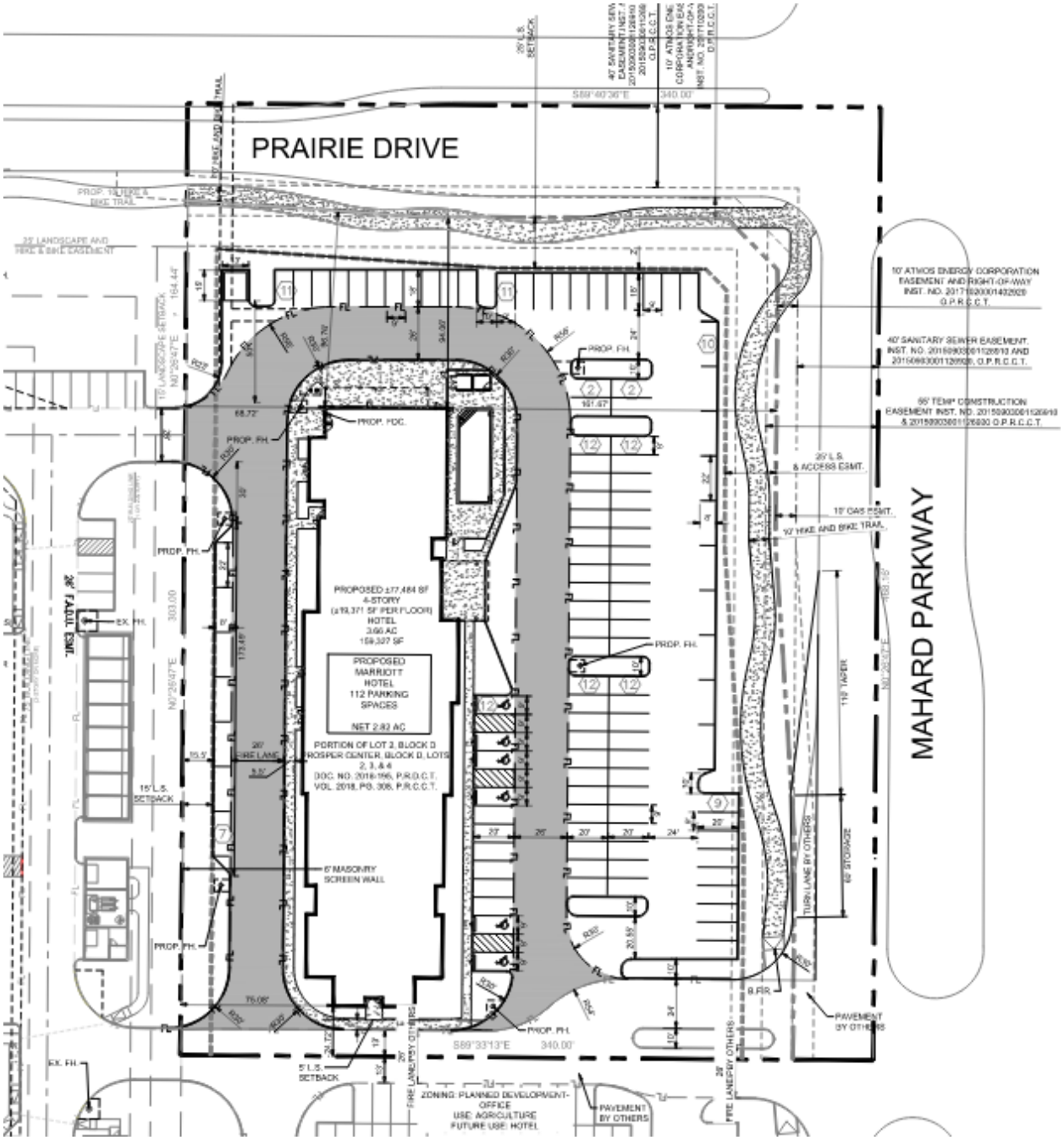
Conduct a public hearing and consider and act upon a request to rezone 5.7± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel. (Z22-0002)

Description of Agenda Item:

The zoning and land use of the surrounding properties are as follows:

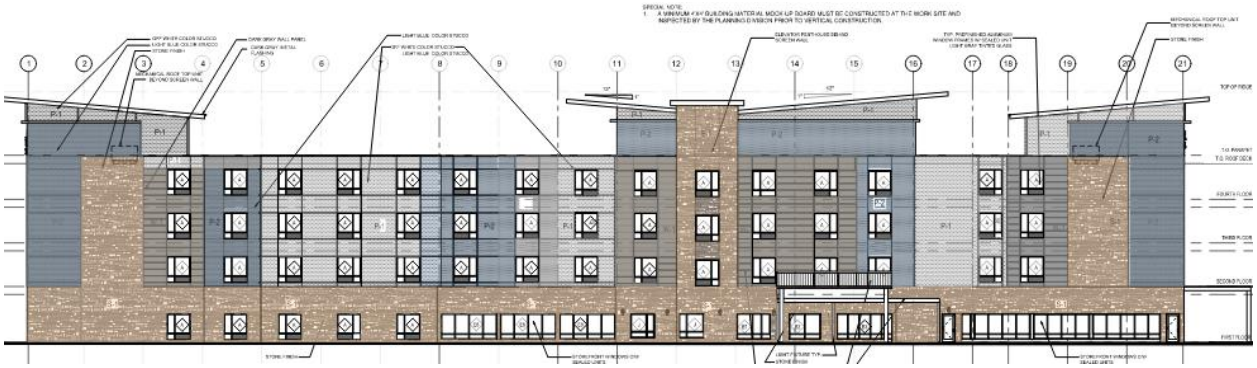
	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Office	Undeveloped	Highway 380 District
North	Office	Undeveloped	Highway 380 District
East	Planned Development-47	Undeveloped	Highway 380 District
South	Planned Development-101	Undeveloped	Highway 380 District
West	Planned Development-98	Undeveloped	Highway 380 District

Requested Zoning – The purpose of this request is to rezone 5.7± acres from Office to Planned Development-Office to allow for development of a limited-service hotel. As shown on Exhibit D, the hotel will be a four (4) story, 77,484 square foot building, containing 112 rooms.



As outlined in Exhibit C, the applicant is proposing two modifications to the base Office (O) district zoning. The modifications include the addition of Limited Service Hotel as a permitted use and allowing the utility easement to overlap required landscape setbacks, buffers and easements

As shown on Exhibit F, the proposed four (4) story building will be constructed primarily of Stone and Stucco with small percentages of Wall Panel. The applicant has agreed to enter a development agreement regarding Exhibit F.



The proposed landscaping complies with the landscaping requirements of the Zoning Ordinance.

Future Land Use Plan – The Future Land Use Plan recommends US 380 District. The proposed zoning request conforms to the Future Land Use Plan.

Highway 380 District

Much like the Dallas North Tollway district, the Highway 380 district will contain a variety of different uses. The major contrast between Highway 380 and other districts will be the inclusion of a big box development and commercial service uses. Types of appropriate commercial include hotels, banks, vehicle refilling stations with a convenience store, home service centers with outside storage, garden center with outside storage and other similar uses which serve the community but are not necessarily desired on Preston Road or within the Dallas North Tollway corridor. Residential land uses may be appropriate within certain areas, particularly away from major intersections where retail and commercial will be the highest and best land use. Residential land uses may include patio homes, snout houses, townhomes and brownstones. These residential areas may serve as a buffer between more intense activity along Highway 380 and low density residential areas to the north.



Conformance to the Thoroughfare Plan – The property will have direct access to Mahard Parkway and Prairie Drive, both ultimate 90-foot, 4-lane divided thoroughfares.

Parks Master Plan– The Parks Master Plan does not indicate a park is needed on the subject property; however, a hike and bike trail will be needed at the time of development.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. To date, staff has not received any Public Hearing Notice Reply Forms in response to this request.

Attached Documents:

1. Aerial and Zoning Maps
2. Proposed Exhibits

Planning & Zoning Commission Recommendation:

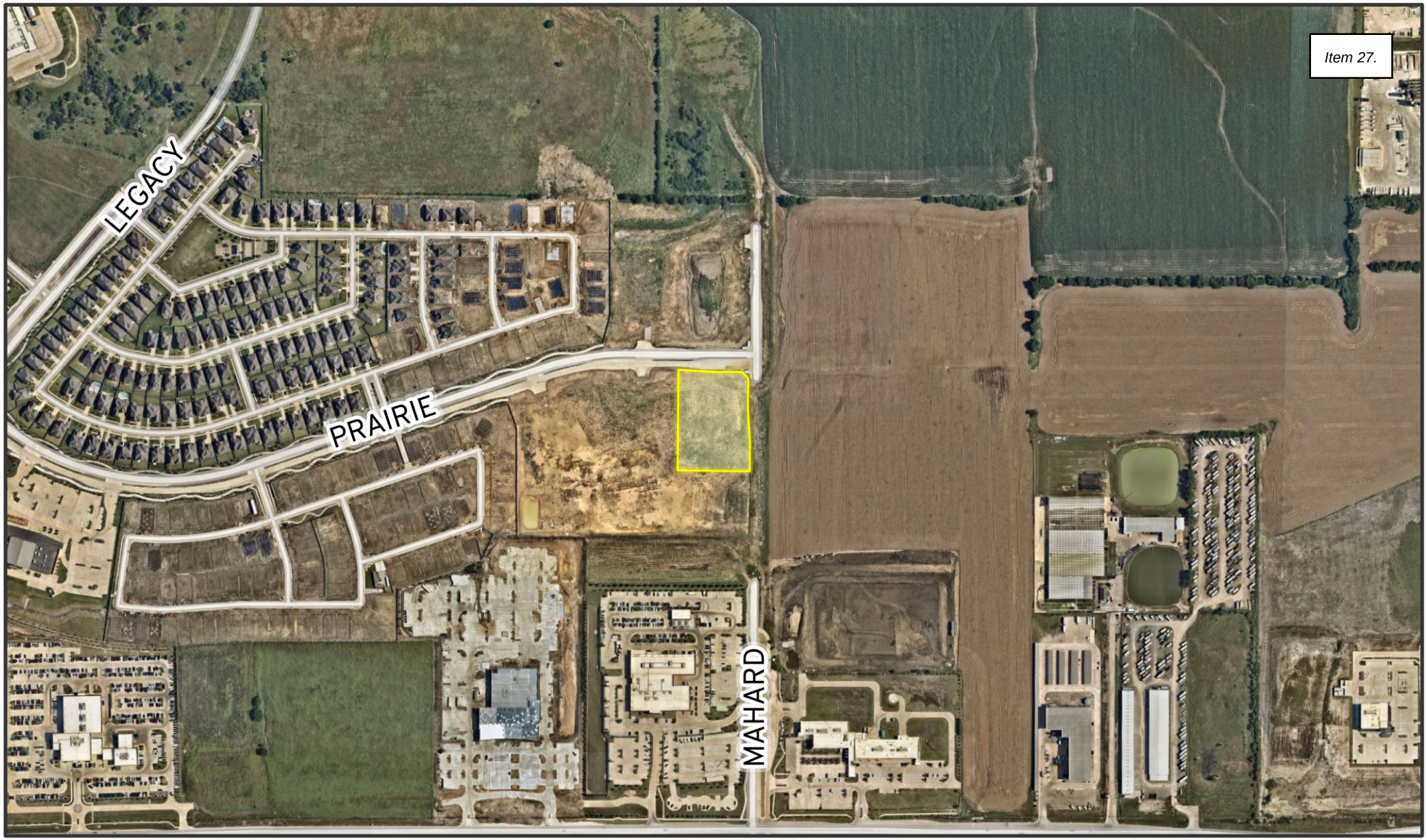
At their July 5, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 6-1.

Town Staff Recommendation:

Town staff recommends approval of the request to rezone 5.7± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel.

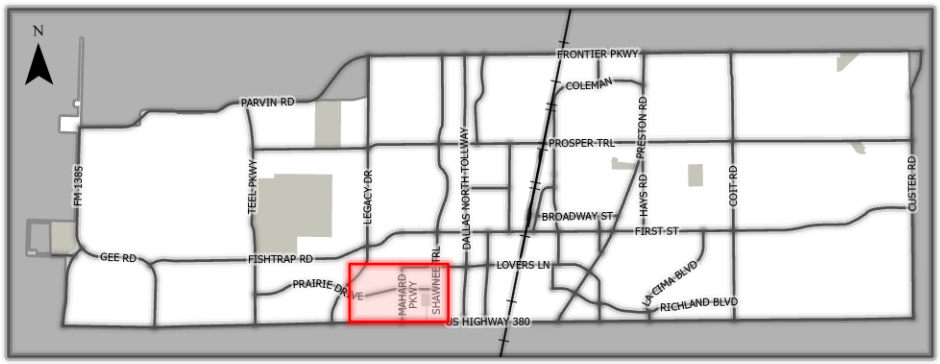
Proposed Motion:

I move to approve the request to rezone 5.7± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of Mahard Parkway, south of Prairie Drive, specifically to allow for a limited-service hotel.



TOWN OF PROSPER

0 335 670 1,340 Feet

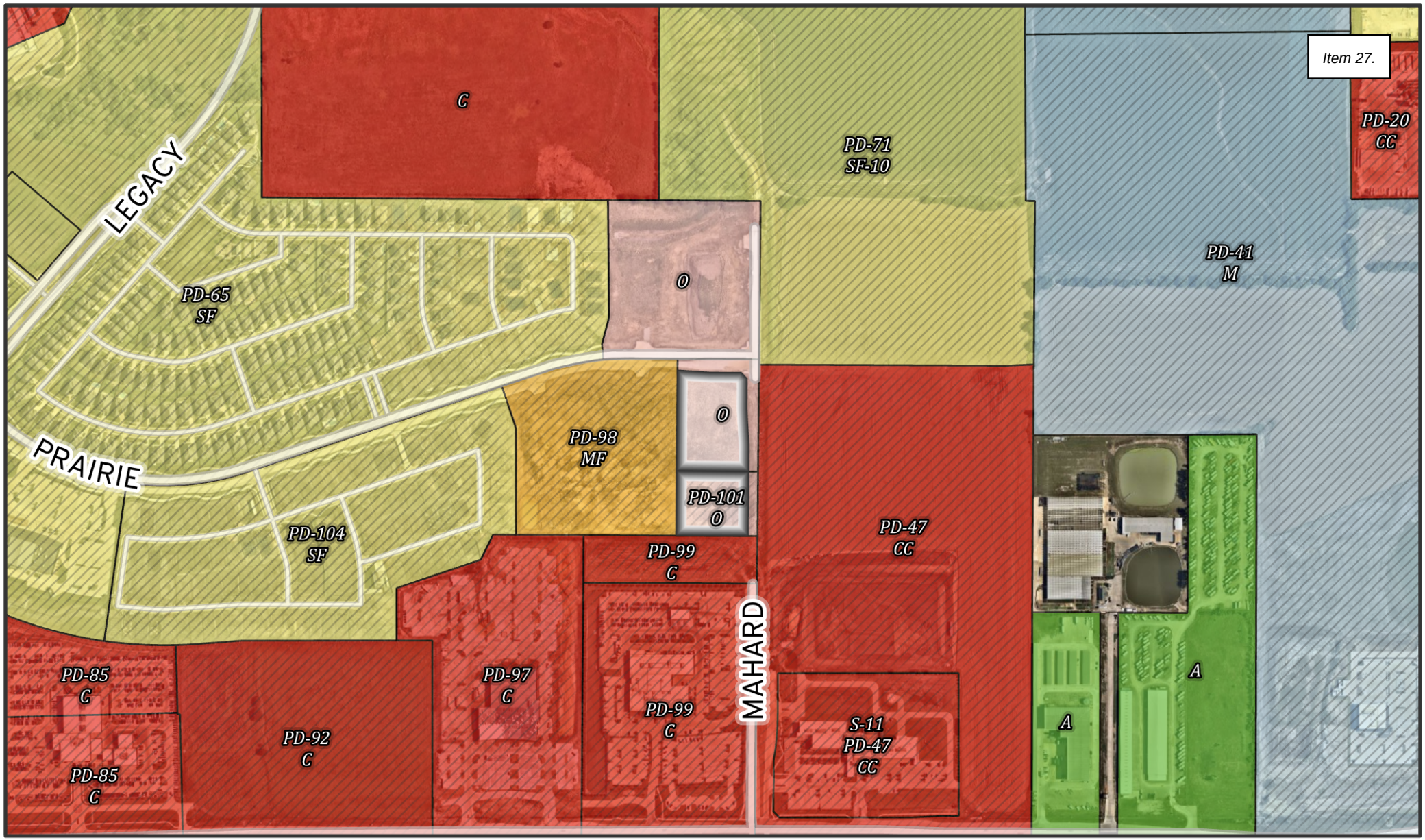


This map for illustration purposes only

Z22-0002

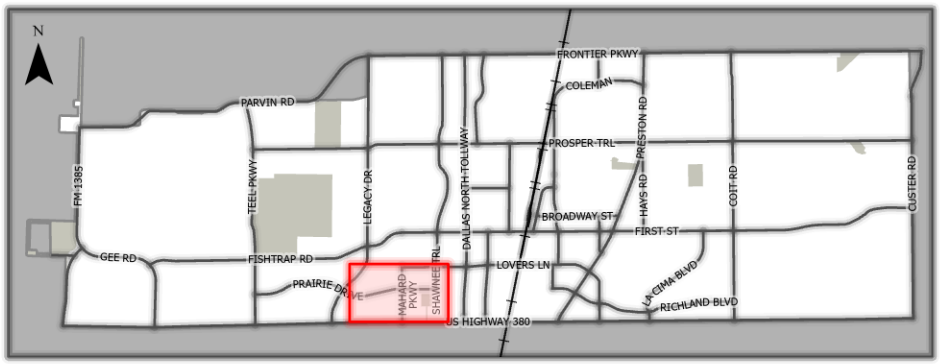
Prosper Center Hotel #2

Straight Zoning



TOWN OF PROSPER

0 335 670 1,340 Feet



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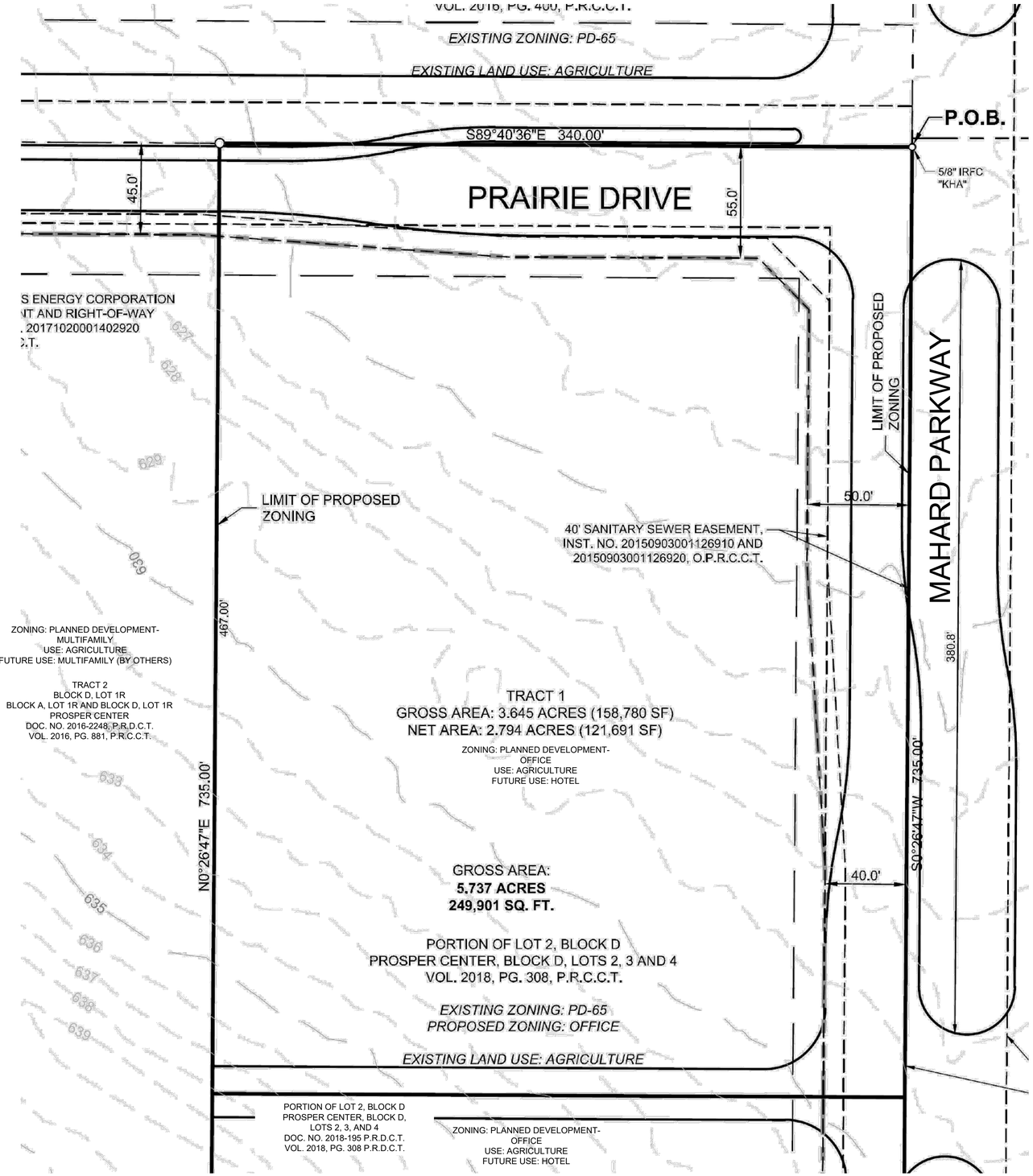
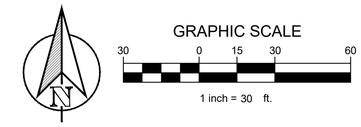




VICINITY MAP
N.T.S.

PLOTTED BY: JOEL VALDEZ
PLOT DATE: 1/14/2022 9:57 AM
LOCATION: Y:\SHARED\PROJECTS\SITE PLAN – MAHARD PARKWAY – PROSPER TX\C ADD\SHEETS\EXH–A EXHIBIT A.DWG
LAST SAVED: 1/14/2022 9:57 AM

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
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. 95813 Date 01/07/2022

PROSPER HOTEL
PRAIRIE DRIVE AND MAHARD PARKWAY
PROSPER, TEXAS

No.	DATE	REVISION	BY

CASE #: -

PROSPER HOTEL

EXHIBIT A

DEVELOPER:
SHYANA HOSPITALITY MANAGEMENT LLC
6401 ELDARADO PKWY, STE 338
MCKINNEY, TX 75070
EMAIL: DIPAL0102@GMAIL.COM CONTACT NAME: DIPAL PATEL

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

SURVEYOR:
EAGLE SURVEYING, LLC
210 SOUTH ELM STREET, SUITE #104
DENTON, TX 76201
PH: 940.222.3009 CONTACT NAME: MATTHEW RAABE

LEGAL DESCRIPTION:
TRACT 1
PORTION OF LOT 2, BLOCK D
PROSPER CENTER, BLCOK D, LOTS 2, 3 AND 4
VOL. 2018, PG. 308, P.R.C.C.T.

CITY:	STATE:
PROSPER	TEXAS

COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	COLLIN CO SCHOOL LAND SURVEY	147

EXHIBIT A

DESIGN:	JEV
DRAWN:	JEV
CHECKED:	MAM
DATE:	01/10/2022

SHEET
EXH-A

File No. 2017-128

Being a 5.74 acre tract or parcel of land situated in the Collin County School Land Survey, Abstract Number 147 in Collin County, Texas and being a portion of Lot 2, Block D, of the Revised Conveyance Plat of Prosper Center, recorded in Volume 2018, Page 308 of the Plat Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 5/8” iron rod stamped “KHA” found at the Northeast corner of said Lot 2;

THENCE South 00°26'47" West, with the East line of said Lot 2, a distance of 735.00 feet;

THENCE over and across said Lot 2 the following courses and distances:

North 89°40'36" West, a distance of 340.00 feet;

North 00°26'47" East, a distance of 735.00 feet the North line of said Lot 2;

THENCE South 89°40'36" East, with the North line of said Lot 2, a distance of 340.00 feet to the **POINT OF BEGINNING** and containing 5.74 acres of land more or less.

CLAYMOORE ENGINEERING

Exhibit B

January 18, 2022

Mr. Alex Glushko
Planning Manager
Town of Prosper
250 W. First Street
Prosper, Texas 75078

Re: PD Zoning Request
Prosper Hotel – 5.74 Acre Tract
Letter of Intent

Dear Alex,

Please let this letter serve as the Letter of Intent for the PD Zoning request associated with the proposed hotel development located at the intersection of Mahard/Prairie Drive. The subject tract is currently zoned office based PD. This proposed PD zoning would accommodate the development of a hotel use on approximately 5.74 acres in accordance with the attached zoning site plan exhibit. The specific PD standards requested as part of this submittal are further detailed in Exhibit C attached.

Should you have any questions, please feel free to contact me.

Sincerely,

Claymore Engineering, Inc.
301 S. Coleman, Suite 40
Prosper, TX 75078
817-201-6982

Matt Moore, P.E.

CLAYMOORE ENGINEERING

Exhibit C – Planned Development Standards

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20 as it currently exists or may be amended) and the Subdivision Ordinance (Ordinance No. 17-41 as it currently exists or may be amended) shall apply. Except as noted below, the Tract shall develop in accordance with the Office (O) District, as it exists or may be amended.

1. Development Plans:

A. Concept Plan: The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibit D.

B. Elevations: The tract shall be developed in general accordance with the attached elevations, set forth in Exhibit F.

C. Landscape Plan: The tract shall be developed in general accordance with the attached landscape plan, set forth in Exhibit G.

2. Uses: Uses shall be permitted in accordance with the Office (O) District with the addition of the following:

A. Limited Service Hotel

3. Regulations: Regulations shall be permitted in accordance with the Town's Zoning Ordinance (Ordinance No. 05-20 as it currently exists or may be amended) and the Subdivision Ordinance (Ordinance No. 17-41 as it currently exists or may be amended) and only modified as follows:

A. Maximum Height:

a. Limited-Service Hotel uses shall be no greater than Four (4) stories or Fifty-Five (55) feet in height.

b. Limited-Service Hotel uses shall be subject to Access to guest rooms shall be restricted to exclusively to interior corridors.

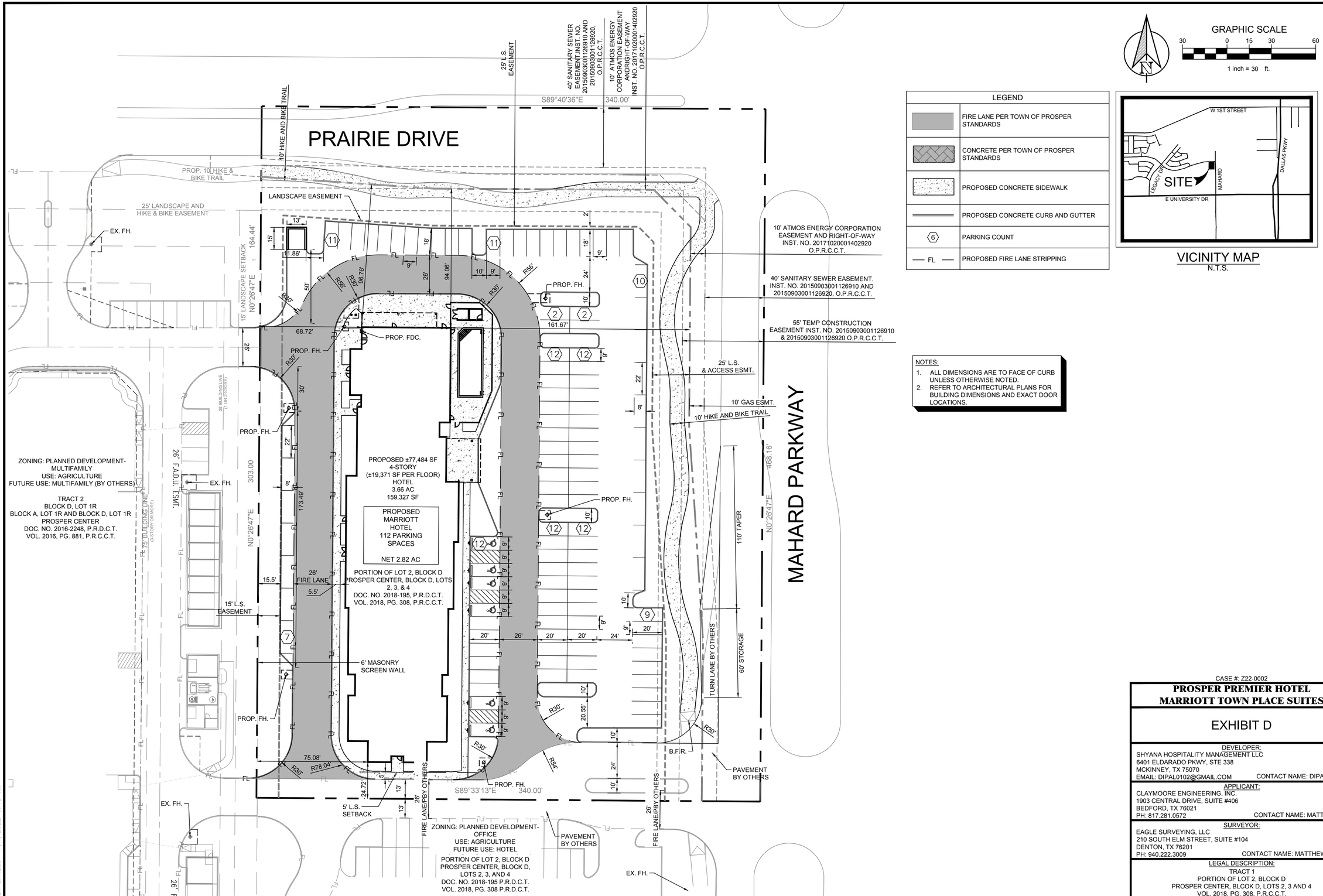
c. External balconies and walkways shall be set back 200 feet from any residential zoning district.

d. Limited Service Hotel shall provide management staff on site 24 hours a day.

e. Limited Service Hotel shall provide the following amenities.

- A 1000 square foot conference room
- Outdoor pool
- Fitness center
- Jogging trail
- Outside patio with Webber Grill, fire pit, darts and cornhole
- Daily housekeeping service
- Daily breakfast

f. Utility Easements shall be allowed to overlap required landscape setbacks, buffers, and easements.



GRAPHIC SCALE

30 0 15 30 60

1 inch = 30 ft.

LEGEND	
	FIRE LANE PER TOWN OF PROSPER STANDARDS
	CONCRETE PER TOWN OF PROSPER STANDARDS
	PROPOSED CONCRETE SIDEWALK
	PROPOSED CONCRETE CURB AND GUTTER
6	PARKING COUNT
FL	PROPOSED FIRE LANE STRIPPING

VICINITY MAP
N.T.S.

NOTES:
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA IST FLR. (77,484 TOTAL SQ. FT.)	BLDG HGT. (FT)	# OF STORIES	LOT COVERAGE		FLR AREA RATIO		PARKING			HANDICAP SP.		TOTAL IMPERVIOUS		TOTAL PERVIOUS	
								REQ.	PROV.	REQ.	PROV.	REQ. RATIO	REQ.	PROV.	REQ.	PROV.	(SQ FT)	(%)	(SQ FT)	(%)
TRACT 1 LOT 2, BLOCK D, PROSPER CENTER	OFFICE	HOTEL	2.80	121,950	19,371	50 FT	4	50% MAX	15.9%	0.5:1 MAX	0.16	1 PER ROOM	112	112	5	6	86,444	71%	35,506	29%

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOORESERVICES.COM

PRELIMINARY

FOR REVIEW ONLY
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CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer MATT MOORE
P.E. No. 95813 Date 06/29/2022

No.	DATE	REVISION	BY

CASE #: Z22-0002

PROSPER PREMIER HOTEL
MARRIOTT TOWN PLACE SUITES

EXHIBIT D

DEVELOPER:
SHYANA HOSPITALITY MANAGEMENT LLC
6401 ELDARADO PKWY, STE 338
MCKINNEY, TX 75070
EMAIL: DIPAL0102@GMAIL.COM CONTACT NAME: DIPAL PATEL

APPLICANT:
CLAYMOORE ENGINEERING, INC.
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LEGAL DESCRIPTION:
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VOL. 2018, PG. 308, P.R.C.C.T.

CITY:	STATE:
PROSPER	TEXAS

COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	COLLIN CO SCHOOL LAND SURVEY	147

EXHIBIT D

DESIGN:	JEV
DRAWN:	JEV
CHECKED:	MAM
DATE:	05/27/2022

SHEET
EXH-D

File No. 2017-128

PLOTTED BY: MAX LANTANO
PLOT DATE: 7/1/2022 3:37 PM
LOCATION: Z:_PROJECTS\PROJECTS\2022-014 VIBRANT HOTEL PROSPER\CADD\SHEETS\EXH-D EXHIBIT D.DWG
LAST SAVED: 7/1/2022 6:49 AM

CLAY MOORE ENGINEERING

Exhibit E – Prosper Hotel PD

Below is an anticipated project schedule for the proposed Prosper Hotel Development Schedule in accordance with the submittal checklist. This schedule is conceptual and subject to change based on permitting/entitlements. Once obtained, then the permitting approvals will start with the Town.

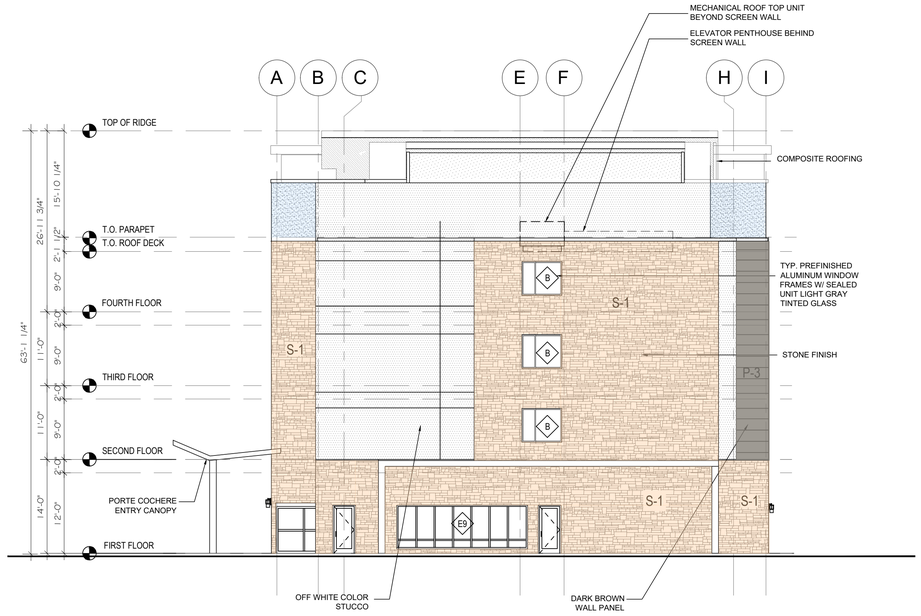
Zoning Submittal to Town – 1/18/22
Zoning Approval from Town – 6/12/22

Development of the hotel will depend on market demands but we would anticipate that the project will proceed immediately for permit and construction given the necessary approvals.

Thank you and please call if you have any comments or need additional information.

Sincerely,

Matt Moore, P.E.



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

MATERIAL CALCULATIONS-OVERALL W/OUT WINDOW		
	AREA	PERCENTAGE
STONE	14,767	42%
STUCCO	17,579	50%
WALL PANEL	2,981	8%
TOTAL	35,327	100%

MATERIAL CALCULATIONS-OVERALL W/ WINDOW		
	AREA	PERCENTAGE
STONE	14,729	36%
STUCCO	17,579	43%
WALL PANEL	2,981	7%
WINDOW	5,570	14%
TOTAL	40,859	100%

MATERIAL CALCULATIONS-EAST W/OUT WINDOW		
	AREA	PERCENTAGE
STONE	5,922	43%
STUCCO	6,417	47%
WALL PANEL	1,314	10%
TOTAL	13,653	100%

MATERIAL CALCULATIONS-EAST W/ WINDOW		
	AREA	PERCENTAGE
STONE	5,922	38%
STUCCO	6,417	41%
WALL PANEL	1,314	8%
WINDOW	2,098	13%
TOTAL	15,751	100%

MATERIAL CALCULATIONS-NORTH W/OUT WINDOW		
	AREA	PERCENTAGE
STONE	2,045	47%
STUCCO	2,193	50%
WALL PANEL	144	3%
TOTAL	4,382	100%

MATERIAL CALCULATIONS-NORTH W/ WINDOW		
	AREA	PERCENTAGE
STONE	2,045	44%
STUCCO	2,193	47%
WALL PANEL	144	3%
WINDOW	300	6%
TOTAL	4,682	100%

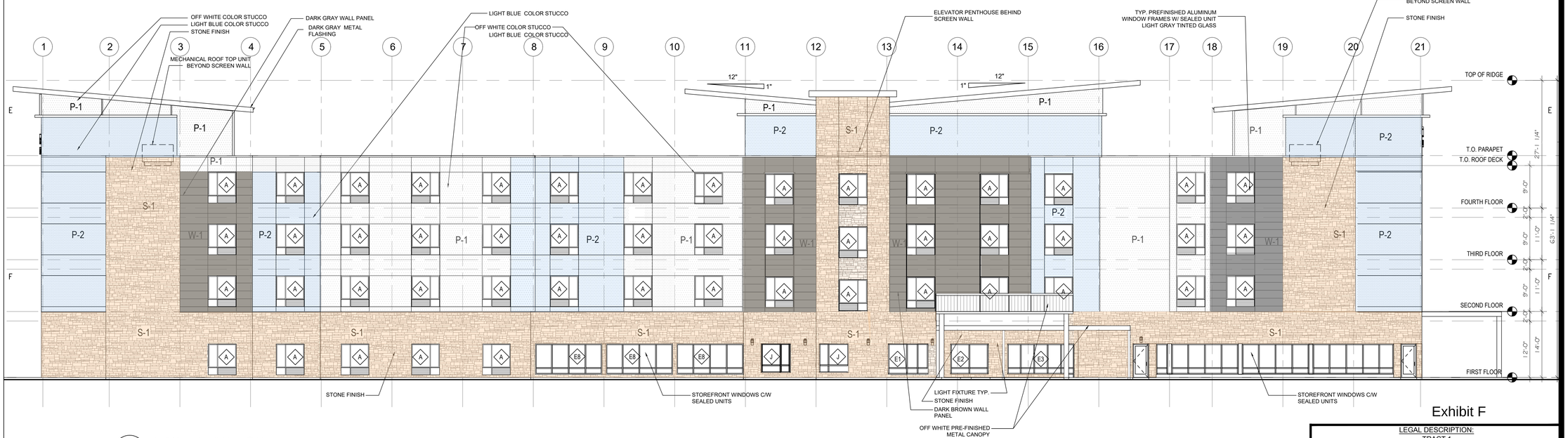
MATERIAL LEGEND:

- S1 — STONE FINISH
- P1 — OFF WHITE COLOR STUCCO
- P2 — BLUE COLOR STUCCO
- W1 — DARK GRAY WALL PANEL
- ◇ — INDICATES 1" SEALED UNIT WINDOW IN CLEAR ANODIZED ALUMINUM FRAMES WITH VARYING SIZES

GENERAL NOTES:

- This Façade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspections Division.
- All mechanical equipment shall be screened from public view. Rooftop mounted equipment shall be screed by a parapet wall or screening wall. Screening walls shall be the specifications of the Zoning Ordinance.
- When permitted, exposed utility boxes and conduits shall be painted to match the building.
- All signage areas and locations are subject to approval by the Building Inspections Division.
- Windows shall have a maximum exterior visible reflectivity of ten (10) percent.
- Any deviation from the approved Façade Plan will require re-approval by the Town of Prosper.

SPECIAL NOTE:
1. A MINIMUM 4'X4' BUILDING MATERIAL MOCK-UP BOARD MUST BE CONSTRUCTED AT THE WORK SITE AND INSPECTED BY THE PLANNING DIVISION PRIOR TO VERTICAL CONSTRUCTION.



1 EAST ELEVATION
3/32" = 1'-0"

Exhibit F

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PROSPER CENTER, BLCOK D, LOTS 2, 3 AND 4
VOL. 2018, PG. 308, P.R.C.C.T.

CITY:	STATE:	
PROSPER	TEXAS	
COUNTY: COLLIN	SURVEY: COLLIN CO SCHOOL LAND SURVEY	ABSTRACT NO.: 147

ARCHITECT:
PRP ARQ CORP.
ARCHITECTURE•URBAN PLANNING•INTERIOR DESIGN
PRP.ARQ, corp.
3 Colonial Court
Frisco, Texas 75034
tel: 972 900 3104
email: ppatel2030@gmail.com
www.prparq.com
FRISCO TEXAS USA
CONSULTANT:

TownePlace-logo.tif

TownePlace Suites - MARRIOTT
PRAIRIE DRIVE AND MAHARD PARKWAY
PROSPER. TEXAS - 75078

FOR
SHYANA HOSPITALITY MANAGEMENT LLC
6401 ELDARADO PKWY, STE 338
MCKINNEY, TX 75070
EMAIL: DIPAL0102@GMAIL.COM

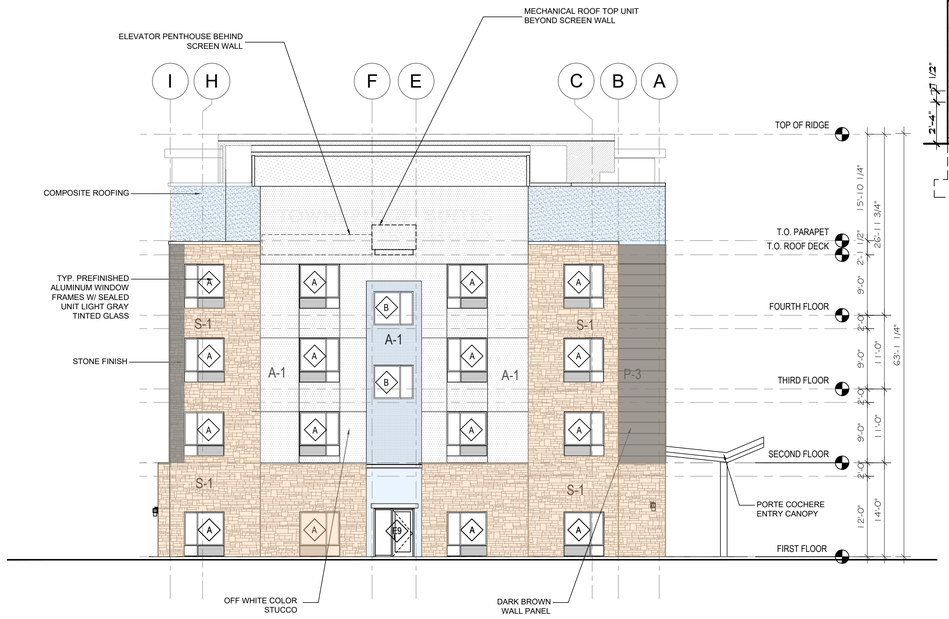
ISSUE DESCRIPTION DATE

PROFESSIONAL SEALS

EXTERIOR ELEVATONS

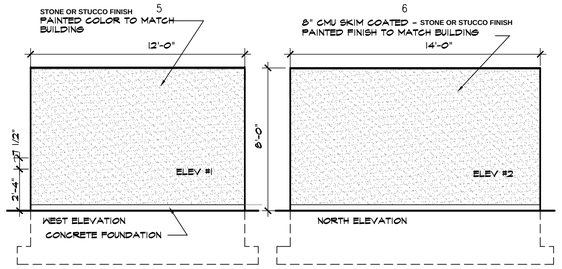
DRAWN BY PRP | CHECKED BY
PROJECT NUMBER | PROJECT ABBREVIATION
DATE 13 FEBRUARY 2022 | CURRENT DOCUMENTATION STAGE PERMIT
DRAWING NUMBER

A210

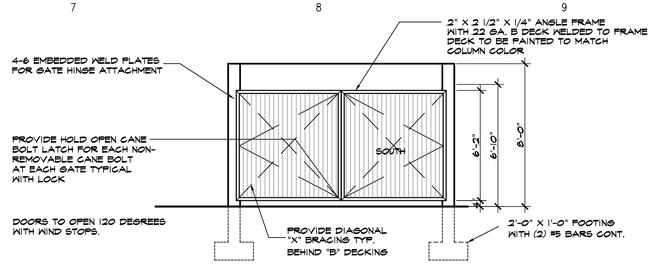


2 SOUTH ELEVATION

3/32" = 1'-0"



DUMPSTER ELEVATIONS



DUMPSTER GATE ELEVATION

MATERIAL CALCULATIONS-WEST W/OUT WINDOW		
	AREA	PERCENTAGE
STONE	5,307	39%
STUCCO	6,930	51%
WALL PANEL	1,314	10%
TOTAL	13,551	100%

MATERIAL CALCULATIONS-SOUTH W/OUT WINDOW		
	AREA	PERCENTAGE
STONE	1,493	40%
STUCCO	2,039	55%
WALL PANEL	209	6%
TOTAL	3,741	100%

MATERIAL CALCULATIONS-WEST W/ WINDOW		
	AREA	PERCENTAGE
STONE	5,269	33%
STUCCO	6,930	43%
WALL PANEL	1,314	8%
WINDOW	2,474	15%
TOTAL	15,987	100%

MATERIAL CALCULATIONS-SOUTH W/ WINDOW		
	AREA	PERCENTAGE
STONE	1,493	34%
STUCCO	2,039	46%
WALL PANEL	209	5%
WINDOW	698	16%
TOTAL	4,439	100%

MATERIAL LEGEND:

- S1 — STONE FINISH
- P1 — OFF WHITE COLOR STUCCO
- P2 — BLUE COLOR STUCCO
- W1 — DARK GRAY WALL PANEL
- INDICATES 1" SEALED UNIT WINDOW IN CLEAR ANODIZED ALUMINUM FRAMES WITH VARYING SIZES

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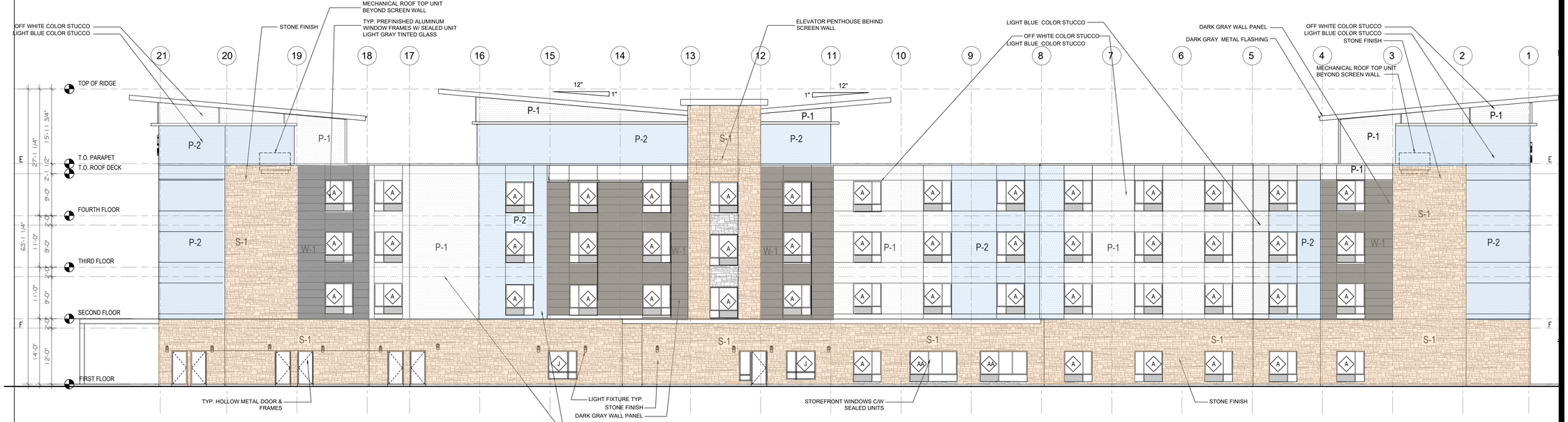

1 WEST ELEVATION

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Exhibit F

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VOL. 2018, PG. 308, P.R.C.C.T.

CITY: PROSPER
STATE: TEXAS
COUNTY: COLLIN
SURVEY: COLLIN CO SCHOOL LAND SURVEY
ABSTRACT NO.: 147

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FRISCO TEXAS USA
CONSULTANT:

TownePlace-logo.tif

TownePlace Suites - MARRIOTT
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FOR
SHYANA HOSPITALITY MANAGEMENT LLC
6401 ELDARADO PKWY, STE 338
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EMAIL: DIPAL0102@GMAIL.COM

ISSUE DESCRIPTION DATE

PROFESSIONAL SEALS

EXTERIOR ELEVATONS

DRAWN BY PRP
CHECKED BY
PROJECT NUMBER
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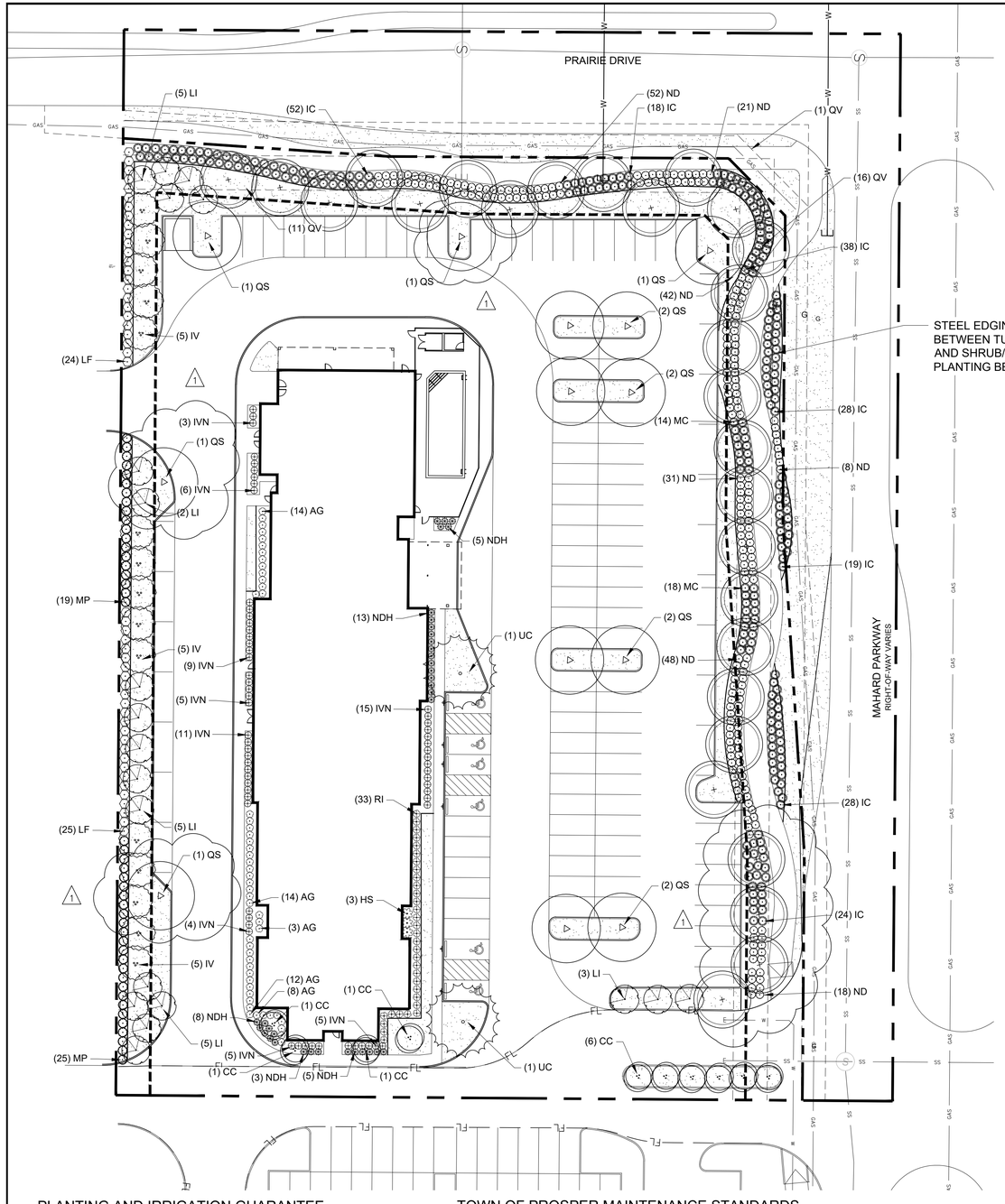
DRAWING NUMBER

A211



PLANT_SCHEDULE

TREES	CODE	COMMON / BOTANICAL NAME	SIZE	CONTAINER	QTY
	CC	Texas Redbud / Cercis canadensis 'texensis min. 7' ht.;	CONT.	3" Cal	10
	IV	'Pride of Houston' Yaupon Holly / Ilex vomitoria 'Pride of Houston' min. 7' ht.; multi-trunk	CONT.	3" Cal	15
	LI	Tuscarora Crape Myrtle / Lagestroemia indica 'Tuscarora' min. 7' ht.; multi-trunk	CONT.	3" Cal.	20
	UC	Cedar Elm / Ulmus crassifolia min. 7' ht.	CONT.	3" Cal	2
	QV	Live Oak / Quercus virginiana min. 7' ht.	CONT.	3" Cal	28
	QS	Red Oak / Quercus shumardii min. 7' ht.	CONT.	3" Cal	13

SHRUBS	CODE	COMMON / BOTANICAL NAME	SIZE	QTY
	AG	Glossy Abelia / Abelia grandiflora 36" o.c; min. 24" tall	5 gal	48
	IVN	Dwarf Yaupon / Ilex vomitoria `Nana` 36" o.c.; 24" tall	5 gal	59
	LF	Texas Sage / Leucophyllum frutescens 'Compacta' 48" o.c.; 24" tall	5 gal.	49
1	IC	Dwarf Burford Holly / Ilex cornuta 'Burfordii Nana' 36" o.c.; Min. 24" tall @ time of planting, 36" tall in one growing season	5 gal	239
	MP	Dwarf Wax Myrtle / Myrica pusilla 48" o.c.; 24" tall	5 gal	44
1	ND	Obsession Nandina / Nandina domestica 'Seika' 36" o.c.; Min. 24" tall @ time of planting, 36" tall in one growing season	5 gal.	220
	HS	Althea / Hibiscus syriacus 36" o.c.; 24" tall	5 gal	3
	RI	Snow White Hawthorn / Rhaphiolepis indica 'Snow White' 36" o.cl.; 24" tall	5 gal	33
	NDH	Harbour Dwarf Nandina / Nandina domestica 'Harbour Dwarf' 36" o.c.	5 gal	29

GROUND COVERS	CODE	COMMON / BOTANICAL NAME	SIZE	QTY
	CD	Bermuda Grass / Cynodon dactylon `tif 419`	sod	22,935 sf

LANDSCAPE CALCULATIONS

LOT AREA: 159,327 SF
REQUIRED OPEN SPACE: 11,153 SF (7%)
PROVIDED OPEN SPACE: 20,854 SF (13.1%)

STREET FRONTAGE:
MAHARD PARKWAY 468.16 LF
TREES @ 1 / 30 LF: 16 TREES REQUIRED
1 16 TREES PROVIDED
SHRUBS @ 15 / 30 LF: 234 SHRUBS REQUIRED
288 SHRUBS PROVIDED

PRAIRIE DR. 340 LF
TREES @ 1 / 30 LF: 12 TREES REQUIRED
12 TREES PROVIDED
SHRUBS @ 15 / 30 LF: 170 SHRUBS REQUIRED
170 SHRUBS PROVIDED

PARKING LOT
TOTAL PARKING SPACES: 112
REQUIRED INTERIOR LANDSCAPE AREA: 1,680 SF (15 SF / PARKING SPACE)
PROVIDED INTERIOR LANDSCAPE AREA: 4,220 SF
1 TREE PROVIDED AT THE TERMINUS OF EACH PARKING BAY
ADDITIONAL SHRUBS PROVIDED AS A SOLID LIVING SCREEN

PERIMETER LANDSCAPE
WEST PROPERTY LINE 476.44 LF
TREES REQUIRED
(1 ORNAMENTAL TREE / 15 LF): 32
TREES PROVIDED: 32
SHRUBS REQUIRED (1 SHRUBS/15 LF): 32
SHRUBS PROVIDED: 91

SOUTH PROPERTY LINE - 340.58
TREES REQUIRED
(1 ORNAMENTAL TREE / 15 LF): 23
TREES PROVIDED: 14*
SHRUBS REQUIRED (1 SHRUBS/15 LF): 23
SHRUBS PROVIDED: 37
* DUE TO SHARED DRIVE ACCESS

NO EXISTING TREES ON SITE

TOWN OF PROSPER GENERAL LANDSCAPE NOTES

1) Plant material shall be measured and sized according to the latest edition of the Texas Nursery & Landscape Association (TNLA) Specifications, Grades and Standards.
2) All plant substitutions are subject to Town approval and must be specified on the approved landscape plan.
3) All turf areas to be established prior to the Certificate of Occupancy, unless otherwise approved by the Town.
4) Ground covers used in lieu of turf grass must provide complete coverage within one (1) year of planting and maintain adequate coverage as approved by the Town.
5) Trees must be planted four (4) feet or greater from curbs, sidewalks, utility lines, screening walls, and/or other healthy root growth.
6) Tree pits shall have roughened sides and be two to three times wider than the root ball of the tree in order to facilitate healthy root growth.
7) Tree pits shall be tested for water percolation. If water does not drain out of tree pit within a 24-hour period, the contractor shall provide berming, or devise alternative drainage.
8) Trees shall not be planted deeper than the base of the "trunk flare".
9) The tree pit shall be backfilled with native topsoil free of rock and other debris.
10) Burlap, twine, and wire baskets shall be loosened and pulled back from the trunk of tree as much as possible.
11) Trees shall not be watered to excess that results in soil saturation. If soil becomes saturated, the watering schedule shall be adjusted to allow for drainage and absorption of the excess water.
12) A 3-4" layer of mulch shall be provided around the base of the planted tree. The mulch shall be pulled back 1-2" from the trunk of the tree.
13) No person(s) or entity may use improper or malicious maintenance or pruning techniques which would likely lead to the death of the tree. Improper or malicious techniques include, but are not limited to, topping or other unsymmetrical trimming of trees, trimming trees with a backhoe, or use of fire or poison to cause the death of a tree.
14) Topsoil shall be a minimum of eight (8) inches in depth in planting areas. Soil shall be free of stones, roots, and clods and any other foreign material that is not beneficial for plant growth.
15) All plant beds shall be top-dressed with a minimum of three (3) inches of mulch.
16)Trees overhanging walks and parking shall have a minimum clear trunk height of seven (7) feet. Trees overhanging public street pavement drive aisles and fire lanes shall have a minimum clear trunk height of fourteen (14) feet.
17) A visibility triangle must be provided at all intersections, where shrubs are not to exceed thirty (30) inches in height, and trees shall have a minimum clear trunk height of nine (9) feet.
18) Trees planted on a slope shall have the tree well at the average grad of slope.
19) No shrubs shall be permitted within areas less than three (3) feet in width. All beds less than three (3) feet in width shall be grass, groundcover, or some type of fixed paving.
20) The owner, tenant, and/or their agents, if any, shall be jointly and severally responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
21) All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within thirty (30) days unless otherwise approved in writing by the Town of Prosper.
22) Landscape and open areas shall be kept free of trash, litter, and weeds.
23) An automatic irrigation system shall be provided to irrigate all landscape areas. Overspray on streets and walks is prohibited. A permit from the Building Inspection Division is required for each irrigation system.
24) No plant material shall be allowed to encroach on right-of-way, sidewalks, or easements to the extent that the vision or route of travel for vehicular, pedestrian, or bicycle traffic is impeded.
25) No planting areas shall exceed 3:1 slope (3 ft Horizontal to 1 ft Vertical).
26) Earthen berms shall not include construction debris. Contractor must correct slippage or damage to the smooth finish grad of the berm prior to acceptance.
27) All walkways shall meet ADA and TAS requirements.
28) Contact Town of Prosper Parks and Recreation Division at (972) 569-1160 for landscape inspection. Note that landscape installation must comply with approved landscape plans prior to final acceptance by the Town and/or obtaining a Certificate of Occupancy.
29) Final inspection and approval of screening walls, irrigation, and landscape is subject to all public utilities, including but not limited to manholes, valves, water meters, cleanouts, and other appurtenances, to be accessible, adjusted to grade, and to the Town of Prosper's Public Works Department standards.
30) Prior to calling for a landscape inspection, the contractor is responsible for marking all manholes, valves, water meters, cleanouts, and other utility appurtenances with flagging for field verification by the Town.

GENERAL PLANTING NOTES

1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1" OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
2. CONSTRUCT AND MAINTAIN FINISH GRADES IN LANDSCAPE AREAS AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
3. ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 1" BELOW FINISH GRADE IN TURF AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
4. INSTALL 5 OUNCE, WOVEN, NEEDLE-PUNCHED POLYPROPYLENE FABRIC (DeWITT "PRO-5" OR EQUAL) UNDER ALL MULCHED AREAS AND INDIVIDUAL TREE RINGS.
5. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING BEDS AND TREE RINGS. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE.
6. INSTALL 14G, GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN).
7. HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
8. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
9. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
10. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
11. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
12. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS

PLANTING AND IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.

TOWN OF PROSPER MAINTENANCE STANDARDS

A. THE OWNER, TENANT AND/OR THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING REQUIRED BY THIS ORDINANCE. ALL PLANT MATERIAL SHALL BE PERPETUALLY MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS THAT DIE SHALL BE REPLACED BY PROPERTY OWNER, TENANT OR AGENT WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN THIRTY (30) DAYS OF NOTIFICATION BY THE TOWN OR A DATE APPROVED BY THE TOWN.

B. ALL TREES LOCATED ON TOWN PROPERTY SHALL BE CARED FOR BY THE TOWN UNLESS THAT RESPONSIBILITY IS TRANSFERRED TO ANOTHER ENTITY THROUGH A COUNCIL-APPROVED AGREEMENT. THE DIRECTOR OF THE PARKS AND RECREATION DEPARTMENT SHALL ENSURE THAT THE TOWN, OR ITS CONTRACTOR, MONITORS AND CARES FOR TREES IN A WAY THAT PROMOTES A HEALTHY AND GROWING URBAN FOREST, IS PERFORMED ACCORDING TO ANSI A300, "STANDARDS FOR TREE CARE OPERATIONS," AND TREE CARE BEST MANAGEMENT PRACTICES PUBLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. IT SHALL BE UNLAWFUL TO REMOVE, PRUNE, DAMAGE OR OTHERWISE HARM TREES ON TOWN PROPERTY WITHOUT PERMISSION FROM THE DIRECTOR OF THE PARKS AND RECREATION DEPARTMENT. THE PARKS AND RECREATION DEPARTMENT SHALL BE RESPONSIBLE FOR DEVELOPING AND UPDATING AN ANNUAL WORK PLAN. THIS WORK PLAN SHALL DOCUMENT WHAT MAINTENANCE ACTIVITIES ARE BEING PERFORMED AND SCHEDULED EACH YEAR. THE PARKS AND RECREATION BOARD MAY APPOINT AN ADVISORY COMMITTEE TO FOCUS ON ISSUES AND INITIATIVES THAT PERTAIN TO ANY URBAN FOREST THAT IS LOCATED ON PUBLIC LANDS.

NOTE TO LANDSCAPE CONTRACTOR:

NEW INSPECTIONS WILL BE MADE FOR THE FOLLOWING:
1.) TREE HEIGHT, WIDTH & CALIPER (AT DELIVERY)
2.) SHRUB HEIGHT, WIDTH & CONTAINER SIZE (AT DELIVERY)
(ANY UNDERSIZED PLANT NOT FULLY ROOTED MAY BE DENIED BY PARKS AT INSPECTION)
3.) INSPECTION OF TREE PIT SIDE WALLS & DEPTH.
4.) INSPECT AT LEAST ONE (1) PERCOLATION TESTED PIT.

GRAPHIC SCALE
30 0 15 30 60
1 inch = 30 ft.

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

CLAY MOORE ENGINEERING

REGISTERED LANDSCAPE ARCHITECT
STEPHEN W. SALES
3470
STATE OF TEXAS
06/30/2022

PROSPER PREMIER HOTEL
MARRIOTT TOWNPLACE SUITE
PRAIRIE DRIVE AND MAHARD PARKWAY
PROSPER, TEXAS

No.	DATE	REVISION	BY
1	06/30/22	CITY COMMENTS	

LANDSCAPE PLANTING

DESIGN: JEV
DRAWN: JEV
CHECKED: MAM
DATE: 01/31/2022

SHEET
LP-1

File No. 2017-128

PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
   1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
   2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
   3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.

B. SCOPE OF WORK
   1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
   2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
   3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
   1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
   2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
   3. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STIL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
   4. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
   5. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
   6. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.
   7. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
E. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
G. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
H. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
I. WEED FABRIC: 5 OUNCE, WOVEN, NEEDLE-PUNCHED FABRIC, SUCH AS DEWITT PRO5 LANDSCAPE FABRIC (OR APPROVED EQUAL).
J. TREE STAKING AND GUYING
   1. STAKES: 6' LONG GREEN METAL T-POSTS.
   2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
   3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
M. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL
N. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

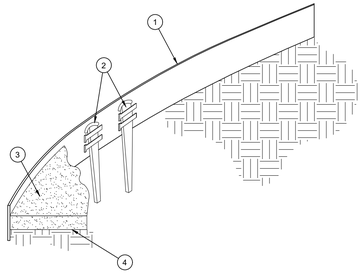
METHODS

A. SOIL PREPARATION
   1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
   2. SOIL TESTING:
      a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL.
      b. CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
      c. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
   3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
   4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
      a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
         i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
         ii. AMMONIUM PHOSPHATE 16-20-0 - 15 LBS PER 1,000 S.F.
         iii. AGRICULTURAL GYPSUM - 100 LBS PER 1,000 S.F.
      b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
         i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
         ii. 12-12-12 FERTILIZER - 10 LBS. PER CU. YD.
         iii. AGRICULTURAL GYPSUM - 10 LBS. PER CU. YD.
         iv. IRON SULPHATE - 2 LBS. PER CU. YD.
   5. CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE BEFORE INSTALLING SOIL AMENDMENTS, AND 2" BELOW FINISH GRADE IN SHRUB AREAS BEFORE INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
   6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

B. GENERAL PLANTING
   1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
   2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
   3. TRENCHING NEAR EXISTING TREES:
      a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
      b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
      c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
      d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
C. TREE PLANTING
   1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
   2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
   3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
   4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
   5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
   6. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

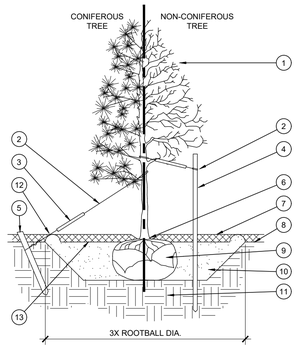
a.	1"-2" TREES	TWO STAKES PER TREE
b.	2-1/2"-4" TREES	THREE STAKES PER TREE
c.	TREES OVER 4" CALIPER	GUY AS NEEDED
d.	MULTI-TRUNK TREES	THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE

   7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).
D. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
   1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
   2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
   3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
E. SODDING
   1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
   2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
   3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
   4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
   5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
F. CLEAN UP
   1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
   2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
G. INSPECTION AND ACCEPTANCE
   1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
   2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
   3. THE LANDSCAPE WARRANTY PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE WARRANTY PERIOD WILL COMMENCE.
H. PLANT GUARANTEE AND REPLACEMENTS
   1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
   2. DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.
I. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.



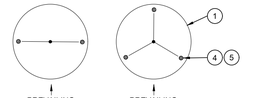
1. ROLLED-TOP STEEL EDGING PER PLANS.
2. TAPERED STEEL STAKES.
3. MULCH, TYPE AND DEPTH PER PLANS.
4. FINISH GRADE.

D STEEL EDGING
SCALE: NOT TO SCALE

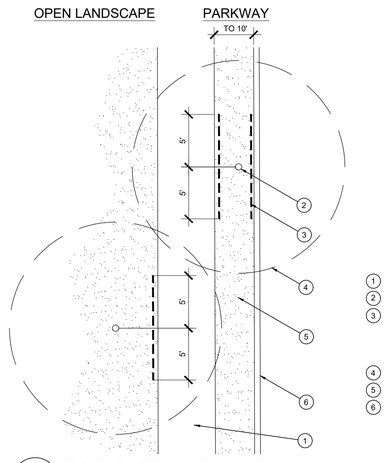


1. TREE CANOPY.
2. CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.
13. FINISH GRADE.

STAKING EXAMPLES (PLAN VIEW)

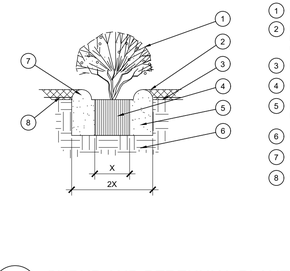


A TREE PLANTING
SCALE: NOT TO SCALE



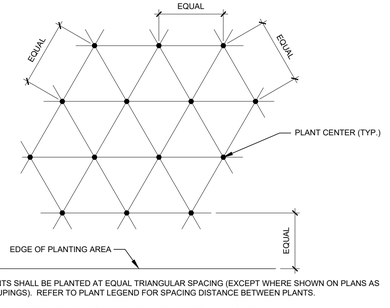
1. TYPICAL WALKWAY OR PAVING
2. TREE TRUNK
3. TYPICAL SYMBOL FOR LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
4. TREE CANOPY
5. TYPICAL PLANTING AREA
6. TYPICAL CURB AND GUTTER

E ROOT BARRIER - PLAN VIEW
SCALE: NOT TO SCALE



1. SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
2. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
3. FINISH GRADE.
4. ROOT BALL.
5. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
6. UNDISTURBED NATIVE SOIL.
7. 3" HIGH EARTHEN WATERING BASIN.
8. WEED FABRIC UNDER MULCH.

B SHRUB AND PERENNIAL PLANTING
SCALE: NTS



NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

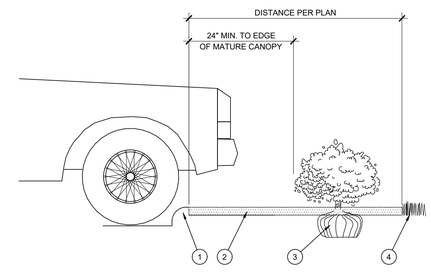
1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA:
TOTAL AREA / AREA DIVIDER = TOTAL PLANTS

PLANT SPACING	AREA DIVIDER	PLANT SPACING	AREA DIVIDER
6"	0.22	18"	1.95
8"	0.39	24"	3.46
10"	0.60	30"	5.41
12"	0.87	36"	7.79
15"	1.35		

2) STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT SUBTRACTION

EXAMPLE: PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER
STEP 1: 100 SF/1.95 = 51 PLANTS
STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL

F PLANT SPACING
SCALE: NTS



1. CURB.
2. MULCH LAYER.
3. PLANT.
4. TURF (WHERE SHOWN ON PLAN).

C PLANTING AT PARKING AREA
SCALE: NOT TO SCALE

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

CLAYMOORE ENGINEERING

REGISTERED LANDSCAPE ARCHITECT
STEPHEN W. SALES
3470
STATE OF TEXAS
06/30/2022

PROSPER PREMIER HOTEL
MARRIOTT TOWNPLACE SUITE
PRAIRIE DRIVE AND MAHARD PARKWAY
PROSPER, TEXAS

No.	DATE	REVISION	BY
	06/30/22	CITY COMMENTS	

LANDSCAPE PLANTING DETAILS & SPECIFICATIONS

DESIGN:	JEV
DRAWN:	JEV
CHECKED:	MAM
DATE:	01/31/2022

SHEET
LP-2

File No. 2017-128

TOWN OF PROSPER

Prosper is a place where everyone matters.

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

Re: **Town Council Meeting – July 26, 2022**

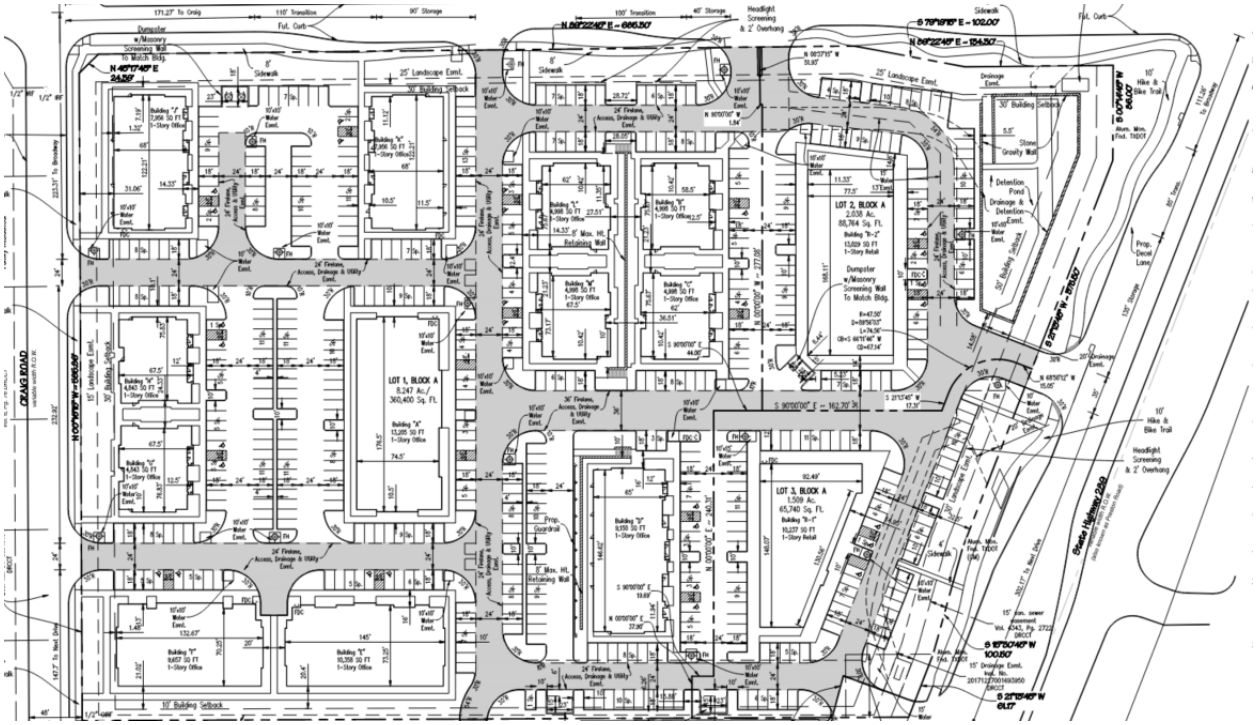
Agenda Item:

Conduct a public hearing and consider and act upon a request to amend Planned Development-93 (PD-93), on 0.8± acres, located on the southwest corner of Broadway Street and Preston Road, in order to allow for a restaurant with drive-through services. (Z22-0006)

History:

A Planned Development was approved in 2019 which allowed a commercial development that consist of Retail and Office uses.

Original Planned Development

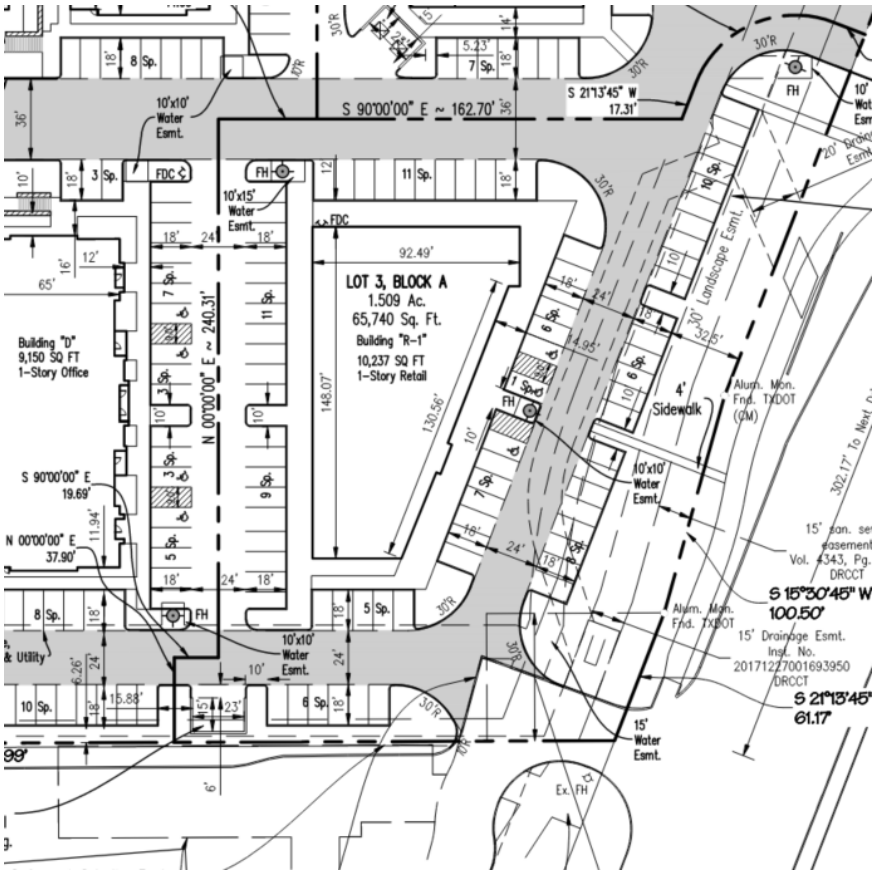


Description of Agenda Item:
The zoning and land use of the surrounding properties are as follows:

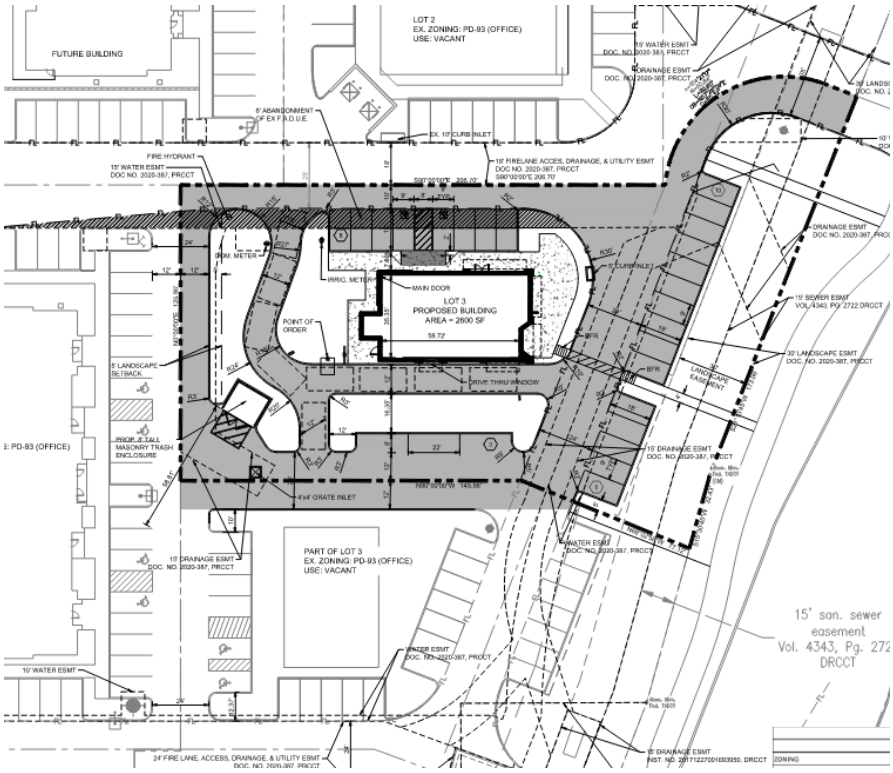
	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-93	Undeveloped	Retail & Neighborhood Services District
North	Planned Development-93	Undeveloped	Retail & Neighborhood Services District
East	Planned Development-7	Undeveloped / Retail	Retail & Neighborhood Services District
South	Planned Development-93	Undeveloped	Retail & Neighborhood Services District
West	Planned Development-93	Office	Retail & Neighborhood Services District

Requested Zoning – The purpose of this request is to amend Planned Development-93 (PD-93), on 0.8± acres, more specifically on Lot 3 in order to allow for a restaurant with drive-through services. Originally PD-93 as shown on the conceptual plan, indicated a proposed retail building on Lot 3. Since then, the applicant is requesting a change in the layout as well as introducing a new use (restaurant with drive -through services). The amendment request is for a 2,600 sq. ft. restaurant with drive through services. As shown on Exhibit D, the site provides adequate parking and stacking. Exhibit F shows a conceptual rendering of the architectural look and style of the building. Exhibit G is a conceptual landscape plan, which depicts the location of required landscaping. The landscaping meets the minimum standards of the Town's Zoning Ordinance. A comparison of the exhibit changes is shown below.

Original Planned Development



Planned Development Amendment



Future Land Use Plan – The Future Land Use Plan recommends Retail & Neighborhood Services for the subject property. The proposed zoning request conforms to the Future Land Use Plan.

Retail and Neighborhood Services

Neighborhood services typically include retail establishments that provide merchandise for retail sale, banks, neighborhood office and small medical offices. Retail uses are particularly important because they contribute to Prosper's tax base through both property and sales taxes, making their inclusion attractive and often times competitive. Within Prosper, neighborhood service uses will likely occur at major intersections along the Dallas North Tollway, Highway 380 and Preston Road corridors. Neighborhood service uses should also be strategically placed along the Town's perimeter in order to attract patrons from neighboring communities, enhancing sales tax revenue opportunities. The majority of neighborhood service activity within Prosper will likely be included within the Dallas North Tollway, Highway 380, Town Center and Old Town districts.



Conformance to the Thoroughfare Plan – The property has direct access to the Preston Road, a 6-lane divided thoroughfare. This request complies with the Thoroughfare Plan.

Parks Master Plan– The Parks Master Plan does not indicate a park is needed on the subject property; however, a hike and bike trail has been constructed along Preston Road.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. To date, staff has not received any Public Hearing Notice Reply Forms in response to this request.

Attached Documents:

1. Aerial and Zoning Maps
2. Proposed Exhibits

Planning & Zoning Commission Recommendation:

At their June 21, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 7-0.

Town Staff Recommendation:

Town staff recommends approval of the request to amend Planned Development-93 (PD-93), on 0.8± acres, located on the southwest corner of Broadway Street and Preston Road, in order to allow for a restaurant with drive-through services. (Z22-0006)

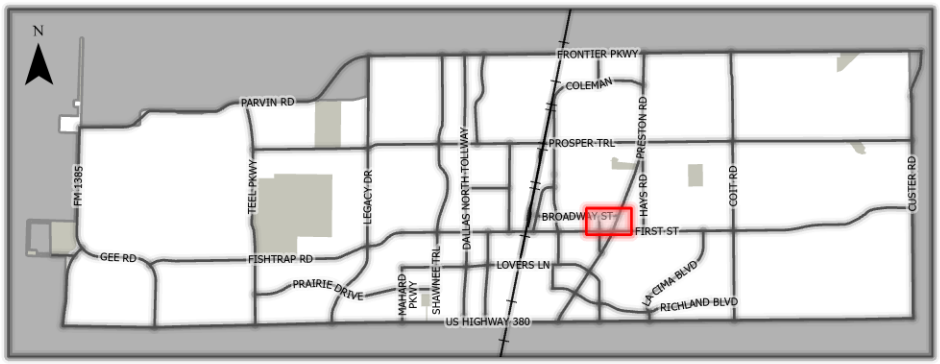
Proposed Motion:

I move to approve the request to amend Planned Development-93 (PD-93), on 0.8± acres, located on the southwest corner of Broadway Street and Preston Road, in order to allow for a restaurant with drive-through services. (Z22-0006)



TOWN OF PROSPER

0 150 300 600 Feet

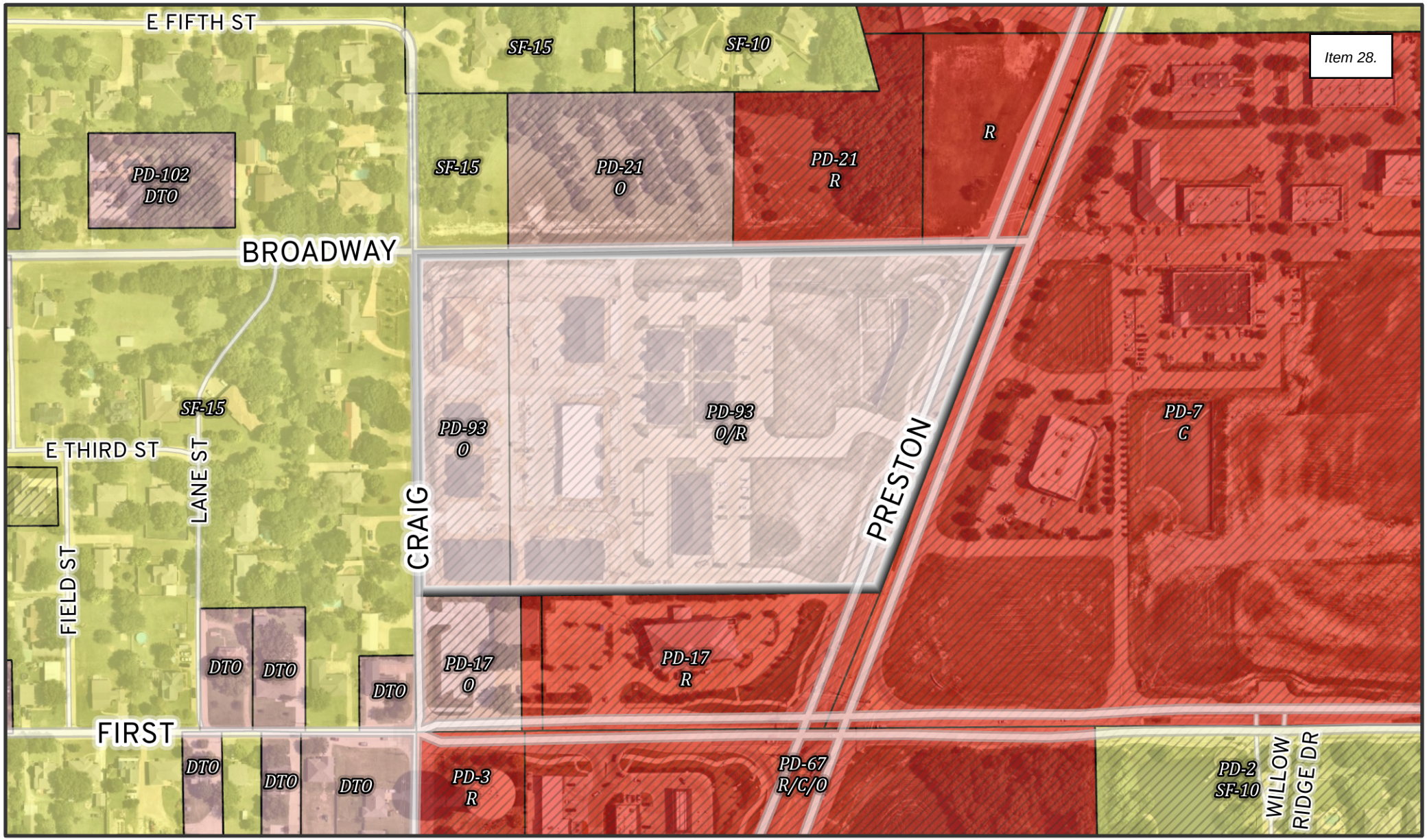


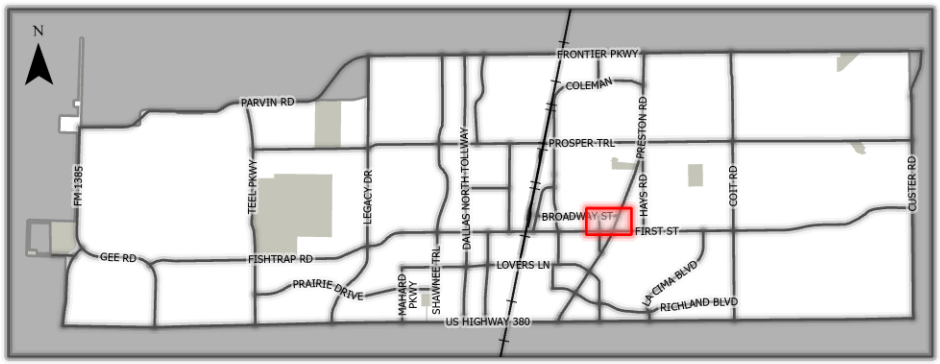
This map for illustration purposes only

Z22-0006

Windmill Hill (PD-93) Amendment

Planned Development





This map for illustration purposes only

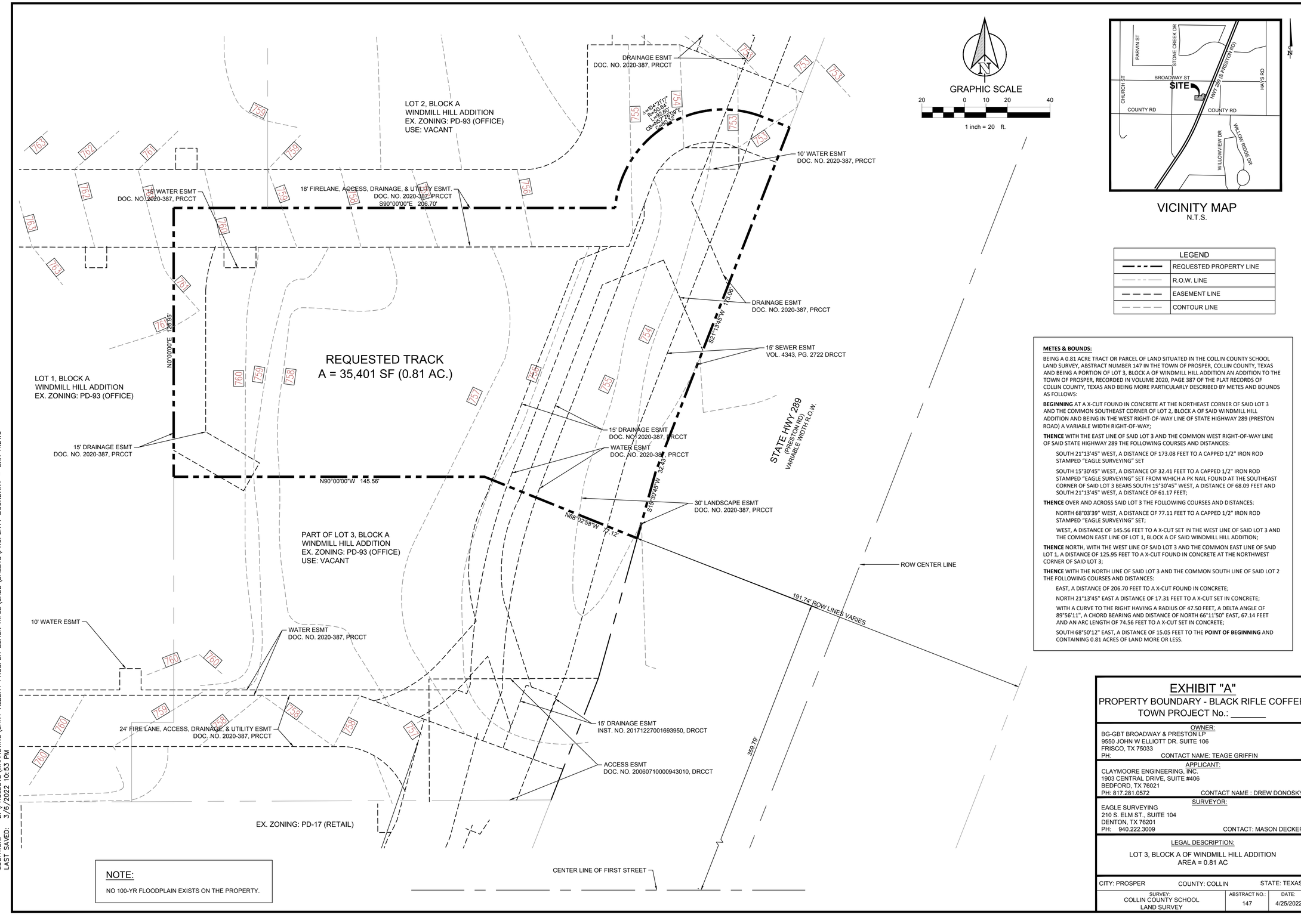
TOWN OF PROSPER

0 150 300 600 Feet

Z22-0006

Windmill Hill (PD-93) Amendment

Planned Development



NOTE:

NO 100-YR FLOODPLAIN EXISTS ON THE PROPERTY.

GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.

VICINITY MAP
N.T.S.

LEGEND	
	REQUESTED PROPERTY LINE
	R.O.W. LINE
	EASEMENT LINE
	CONTOUR LINE

METES & BOUNDS:

BEING A 0.81 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 147 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AND BEING A PORTION OF LOT 3, BLOCK A OF WINDMILL HILL ADDITION AN ADDITION TO THE TOWN OF PROSPER, RECORDED IN VOLUME 2020, PAGE 387 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A X-CUT FOUND IN CONCRETE AT THE NORTHEAST CORNER OF SAID LOT 3 AND THE COMMON SOUTHEAST CORNER OF LOT 2, BLOCK A OF SAID WINDMILL HILL ADDITION AND BEING IN THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 289 (PRESTON ROAD) A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE WITH THE EAST LINE OF SAID LOT 3 AND THE COMMON WEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 289 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 21°13'45" WEST, A DISTANCE OF 173.08 FEET TO A CAPPED 1/2" IRON ROD STAMPED "EAGLE SURVEYING" SET

SOUTH 15°30'45" WEST, A DISTANCE OF 32.41 FEET TO A CAPPED 1/2" IRON ROD STAMPED "EAGLE SURVEYING" SET FROM WHICH A PK NAIL FOUND AT THE SOUTHEAST CORNER OF SAID LOT 3 BEARS SOUTH 15°30'45" WEST, A DISTANCE OF 68.09 FEET AND SOUTH 21°13'45" WEST, A DISTANCE OF 61.17 FEET;

THENCE OVER AND ACROSS SAID LOT 3 THE FOLLOWING COURSES AND DISTANCES:

NORTH 68°03'39" WEST, A DISTANCE OF 77.11 FEET TO A CAPPED 1/2" IRON ROD STAMPED "EAGLE SURVEYING" SET;

WEST, A DISTANCE OF 145.56 FEET TO A X-CUT SET IN THE WEST LINE OF SAID LOT 3 AND THE COMMON EAST LINE OF LOT 1, BLOCK A OF SAID WINDMILL HILL ADDITION;

THENCE NORTH, WITH THE WEST LINE OF SAID LOT 3 AND THE COMMON EAST LINE OF SAID LOT 1, A DISTANCE OF 125.95 FEET TO A X-CUT FOUND IN CONCRETE AT THE NORTHWEST CORNER OF SAID LOT 3;

THENCE WITH THE NORTH LINE OF SAID LOT 3 AND THE COMMON SOUTH LINE OF SAID LOT 2 THE FOLLOWING COURSES AND DISTANCES:

EAST, A DISTANCE OF 206.70 FEET TO A X-CUT FOUND IN CONCRETE;

NORTH 21°13'45" EAST A DISTANCE OF 17.31 FEET TO A X-CUT SET IN CONCRETE;

WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 47.50 FEET, A DELTA ANGLE OF 89°56'11", A CHORD BEARING AND DISTANCE OF NORTH 66°11'50" EAST, 67.14 FEET AND AN ARC LENGTH OF 74.56 FEET TO A X-CUT SET IN CONCRETE;

SOUTH 68°50'12" EAST, A DISTANCE OF 15.05 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.81 ACRES OF LAND MORE OR LESS.

EXHIBIT "A"

PROPERTY BOUNDARY - BLACK RIFLE COFFEE

TOWN PROJECT No.: _____

OWNER:
BG-GBT BROADWAY & PRESTON LP
9550 JOHN W ELLIOTT DR. SUITE 106
FRISCO, TX 75033
PH: CONTACT NAME: TEAGE GRIFFIN

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

SURVEYOR:
EAGLE SURVEYING
210 S. ELM ST., SUITE 104
DENTON, TX 76201
PH: 940.222.3009 CONTACT: MASON DECKER

LEGAL DESCRIPTION:
LOT 3, BLOCK A OF WINDMILL HILL ADDITION
AREA = 0.81 AC

CITY: PROSPER | COUNTY: COLLIN | STATE: TEXAS

SURVEY:	ABSTRACT NO.:	DATE:
COLLIN COUNTY SCHOOL LAND SURVEY	147	4/25/2022

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1903 CENTRAL DR, SUITE #406
BEDFORD, TX, 76021
PHONE: 817.281.0572
WWW.CLAYMOREENG.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: DREW DONOSKY
P.E. No. 125651 Date 04/29/2022

BLACK RIFLE COFFEE
PROSPER, TX 75078

No.	DATE	REVISION	BY

PROPERTY BOUNDARY

DESIGN:	MBT
DRAWN:	MBT
CHECKED:	DD
DATE:	4/25/2022

SHEET
EXH-A

File No. 2022-XXX

PLOTTED BY: MAX LANTANO
PLOT DATE: 4/29/2022 1:43 PM
LOCATION: Z:\PROJECTS\MARKETING\CARY ALBERT PROSPER BLACK RIFLE\CADD\SHEETS\PROPERTY BOUNDARY – EXH A.DWG
LAST SAVED: 3/6/2022 10:53 PM

CLAYMOORE ENGINEERING

March 7, 2022

Town of Prosper
250 W. First Street
Prosper, Texas 75078

Re: Black Rifle Coffee
Letter of Intent

To whom it may concern,

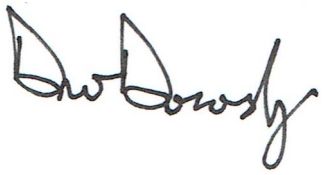
Please let this letter serve as the Letter of Intent for the Black Rifle Coffee project to be located in Lot 3, Block A of Windmill Hill Addition. The purpose of this request is to create a new boundary for the proposed site and construct a new building for the Black Rifle Coffee project.

The proposed project site has a total area of 0.81 ac (35,401 sf). Zoning is commercial. The proposed use of this project is Restaurant with Drive Thru with a total building area of 2,540 sf.

Should you have any questions, please feel free to contact me.

Sincerely,

Claymoore Engineering, Inc.



Drew Donosky, P.E.

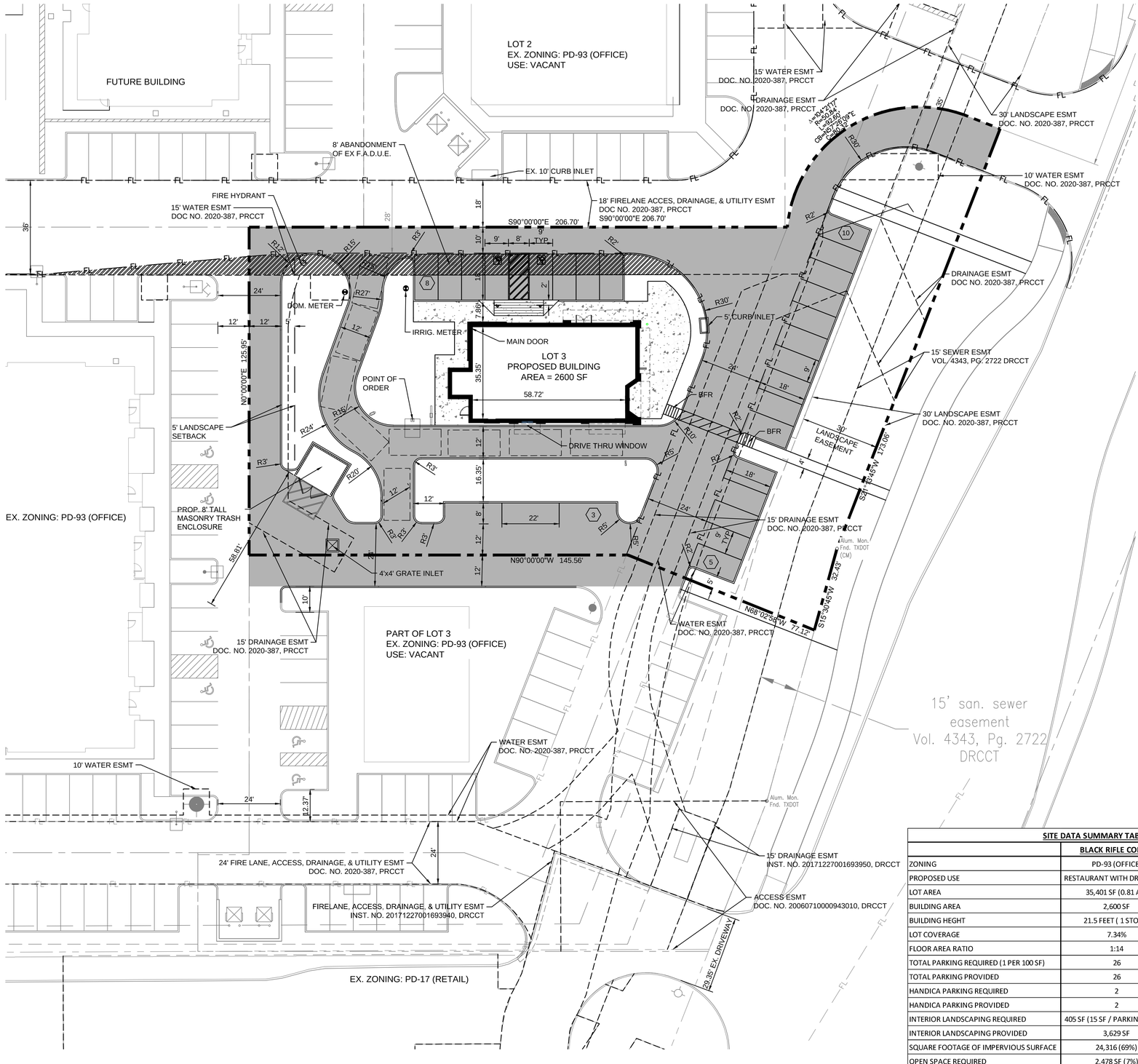
Exhibit C – Windmill Hill Planned Development Standards

Below are the proposed development standards amended in the existing Planned Development.

Concept Plan: Amended concept plan as provided in Exhibit D

Permitted Uses: In addition to those permitted uses as allowed per the Planned Development of the Town of Prosper Zoning Ordinance, the following use shall be permitted in the retail areas indicated on Exhibit" D".

- One (1) Restaurant with Drive Thru



GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.



VICINITY MAP
N.T.S.

LEGEND	
	EXISTING CONCRETE PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	PROPOSED CONCRETE CURB AND GUTTER
	PROPERTY LINE
FL	FIRE LANE
	EASEMENT LINE
10	PARKING COUNT
	ABANDONMENT OF F.A.D.U.E.

TOWN OF PROSPER SITE PLAN NOTES:

1) DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
2) OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3) OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
4) LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
5) ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
6) BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
7) FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
8) TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
9) SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
10) HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
11) ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
12) ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE 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) 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.

SITE DATA SUMMARY TABLE

	BLACK RIFLE COFFEE	LOT 3 REMAINDER
ZONING	PD-93 (OFFICE)	PD-93 (OFFICE)
PROPOSED USE	RESTAURANT WITH DRIVE THRU	VACANT
LOT AREA	35,401 SF (0.81 AC)	30,453 SF (0.70 AC)
BUILDING AREA	2,600 SF	2,409 SF
BUILDING HEGHT	21.5 FEET (1 STORY)	30 FEET (1 STORY)
LOT COVERAGE	7.34%	7.91%
FLOOR AREA RATIO	1:14	1:14
TOTAL PARKING REQUIRED (1 PER 100 SF)	26	24
TOTAL PARKING PROVIDED	26	33
HANDICA PARKING REQUIRED	2	2
HANDICA PARKING PROVIDED	2	2
INTERIOR LANDSCAPING REQUIRED	405 SF (15 SF / PARKING SPACE)	495 SF (15 SF / PARKING SPACE)
INTERIOR LANDSCAPING PROVIDED	3,629 SF	2,847 SF
SQUARE FOOTAGE OF IMPERVIOUS SURFACE	24,316 (69%)	23,383 (77%)
OPEN SPACE REQUIRED	2,478 SF (7%)	2,132 SF (7%)
OPEN SPACE PROVIDED	11,085 SF (31%)	7,070 SF (23%)

OWNER:
BG-GBT BROADWAY & PRESTON LP
9550 JOHN W ELLIOTT DR. SUITE 106
FRISCO, TX 75033
PH: CONTACT NAME: TEAGE GRIFFIN

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

SURVEYOR:
EAGLE SURVEYING
210 S. ELM ST., SUITE 104
DENTON, TX 76201
PH: 940.222.3009 CONTACT: MASON DECKER

LEGAL DESCRIPTION:
LOT 3, BLOCK A OF WINDMILL HILL ADDITION
AREA = 0.81 AC

CITY: PROSPER COUNTY: COLLIN STATE: TEXAS

SURVEY:	ABSTRACT NO.:	DATE:
COLLIN COUNTY SCHOOL LAND SURVEY	147	4/25/2022

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOORENG.COM
1903 CENTRAL DR. SUITE #406
BEDFORD, TX. 76021

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer DREW DONOSKY
P.E. No. 125651 Date 04/29/2022

BLACK RIFLE COFFEE
PROSPER, TX 75078

No.	DATE	REVISION	BY

SITE PLAN

DESIGN:	MBT
DRAWN:	MBT
CHECKED:	DD
DATE:	4/25/2022

SHEET
EXH-B

File No. 2022-XXX

PLOTTED BY: SANTIAGO DURAN
PLOT DATE: 6/21/2022 9:28 AM
LOCATION: Z:\PROJECTS\MARKETING\CARY ALBERT PROSPER BLACK RIFLE\CADD\SHEETS\SP-1 SITE PLAN.DWG
LAST SAVED: 6/20/2022 4:47 PM

CLAY MOORE ENGINEERING

Exhibit E – Black Rifle PD Amendment

Below is an anticipated project schedule for the proposed Black Rifle Development Schedule in accordance with the submittal checklist. This schedule is conceptual and subject to change based on permitting/entitlements. Once obtained, then the permitting approvals will start with the Town.

Zoning Submittal to Town – 4/22
Zoning Approval from Town – 7/22

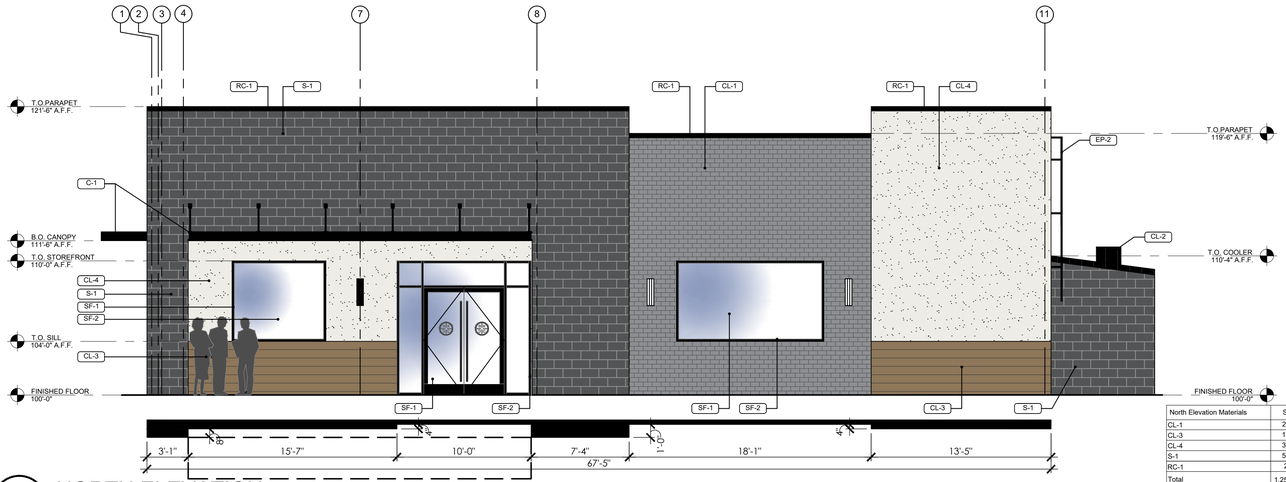
Development of the coffee shop will depend on market demands but we would anticipate that the project will proceed immediately for permit and construction given the necessary approvals.

Thank you and please call if you have any comments or need additional information.

Sincerely,



Matt Moore, P.E.



North Elevation Materials	SF	Percent
CL-1	277 sf	22.0%
CL-3	116 sf	9.0%
CL-4	319 sf	25.0%
S-1	520 sf	42.0%
RC-1	22 sf	2.0%
Total	1,254 sf	100%

1 PR-01 NORTH ELEVATION

SCALE: 3/16" = 1'-0"



East Elevation Materials	SF	Percent
CL-1	118 sf	18.0%
CL-3	20 sf	3.0%
CL-4	202 sf	30.0%
S-1	311 sf	47.0%
RC-1	14 sf	2.0%
Total	665 sf	100%

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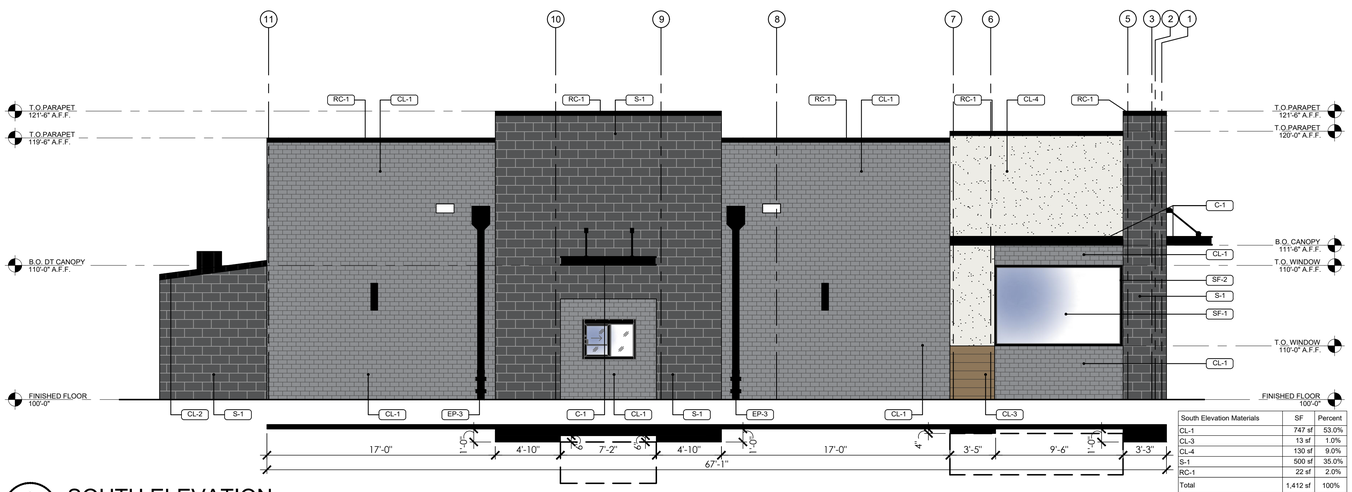

South Elevation Materials	SF	Percent
CL-1	747 sf	53.0%
CL-3	13 sf	1.0%
CL-4	130 sf	9.0%
S-1	500 sf	35.0%
RC-1	22 sf	2.0%
Total	1,412 sf	100%

3 PR-01 SOUTH ELEVATION

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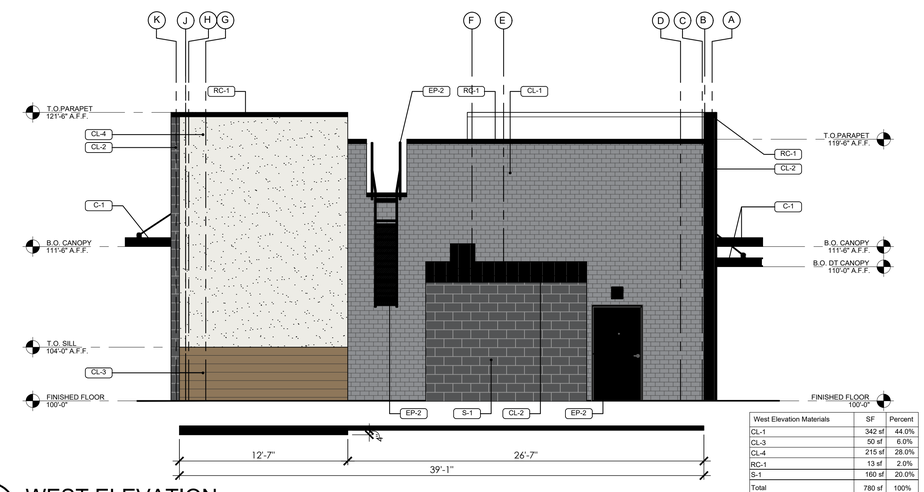

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S-1	160 sf	20.0%
Total	780 sf	100%

4 PR-01 WEST ELEVATION

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EXTERIOR FINISH SCHEDULE

	MARK	MATERIAL	MANUFACTURER	STYLE/COLOR	NOTES
WALL FINISHES	EP-1	EXTERIOR PAINT	SHERWIN WILLIAMS	COLOR: - SW 7005 PURE WHITE SHEEN: MATTE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT - FINISH COAT: (2) COATS A-100
	EP-2	EXTERIOR PAINT (FOR EIFS)	SHERWIN WILLIAMS	COLOR: - SW 6258 TRICORN BLACK SHEEN: MATTE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT - FINISH COAT: (2) COATS A-100
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	EP-4	EXTERIOR PAINT (FOR WOOD)	SHERWIN WILLIAMS	COLOR: - SW 6258 TRICORN BLACK SHEEN: MATTE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT - FINISH COAT: (2) COATS PRO INDUSTRIAL ACRYLIC 866
	CL-1	THIN BRICK	ACME	STYLE: PACIFIC CLAY COLOR: BODEGA BAY	INSTALL ACME THIN BRICK PER MFR RECOMMENDATIONS. USE INSIDE AND OUTSIDE CORNERS WERE REQ'D . ALL REQ'D TRIM TO BE BLACK IN COLOR.
	CL-2	METAL FASCIA	PAC-CLAD	STYLE: HIGHLINE B1 24 GA COLOR: MATTE BLACK	VERTICAL INSTALLATION. INSTALL PER MFR RECOMMENDATIONS.
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	CL-4	E.I.F.S.	DRYVIT OR APPROVED SUBSTITUTE	COLOR: #612 MOONLIGHT	INSTALL EIFS TO THICKNESS SPECIFIED ON WALL SECTIONS. INSTALL PER MFR. RECOMMENDATIONS.
	RC-1	METAL ROOF COPING	ROOF MFR.	STYLE: MATCH ROOF SYSTEM COLOR: BLACK	INSTALL PER MFR. RECOMMENDATIONS. IF BLACK IS UNAVAILABLE, G.C. MAY SUBSTITUTE DARK BRONZE, CONFIRM WITH ARCHITECT BEFORE PURCHASE.
	MR-1	MEMBRANE ROOFING SYSTEM	DURO-LAST	STYLE: 40 MIL SINGLE-PLY PVC ROOFING MEMBRANE COLOR: WHITE	INSTALL PER MFR. RECOMMENDATIONS.
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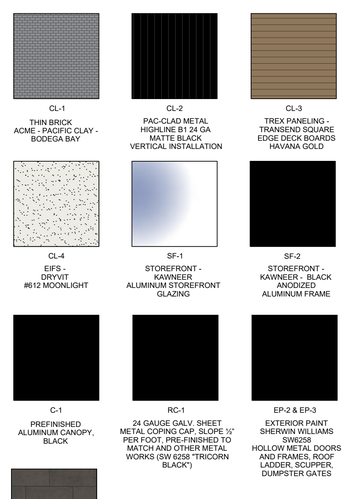
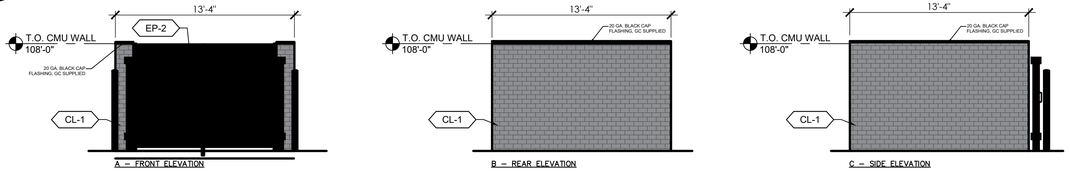
MATERIAL SCHEDULE





5 PR-01 TRASH ENCLOSURE ELEVATIONS

SCALE: NTS

GENERAL NOTES- FACADE PLAN

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OWNER	APPLICANT	ARCHITECT
ANTHONY THOMPSON BLACK RIFFLE COFFEE COMPANY 210.419.5243 anthony.thompson @blackriflecoffee.com	JULIANNE MCGEE PERMIT EXPEDITOR 682.429.6245 juliianne@gmail.com	ALEXANDRA MATIS THE DIMENSION GROUP 10755 SANDHILL RD, DALLAS, TX 75238 214.343.9400 amatis@dimensiongroup.com

BUILDING ELEVATION EXHIBIT
PROSPER, TX, 75078

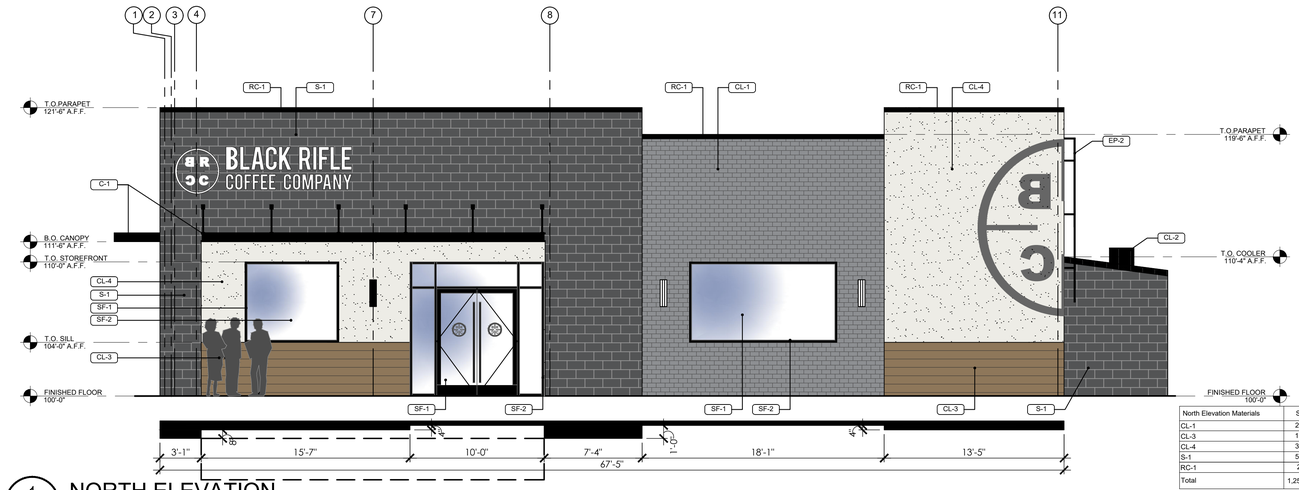
Job#	220-220
Scale	AS NOTED
Date	6/29/22
Drawn By	RP
Checked By	KS

THE DIMENSION GROUP
ARCHITECTURE · CIVIL ENGINEERING · MEP ENGINEERING
10755 SANDHILL ROAD, DALLAS, TEXAS 75238
TEL: 214-343-9400 www.dimensiongrp.com

BLACK RIFLE COFFEE COMPANY
PROSPER, TX, 75078

BUILDING FACADE/ ELEVATION PLAN

SHEET: PR-01



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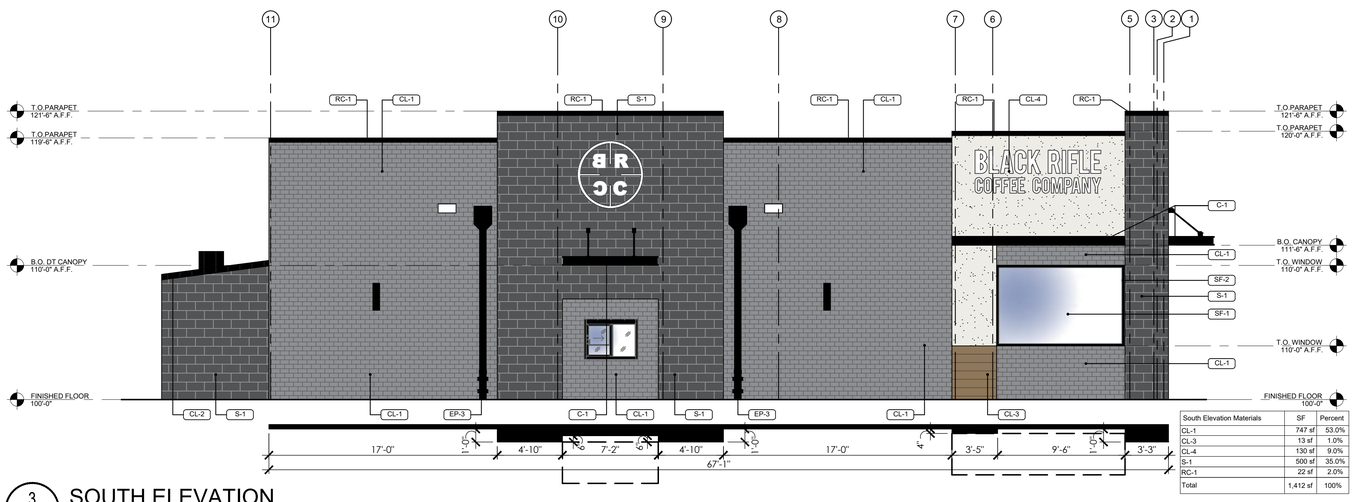

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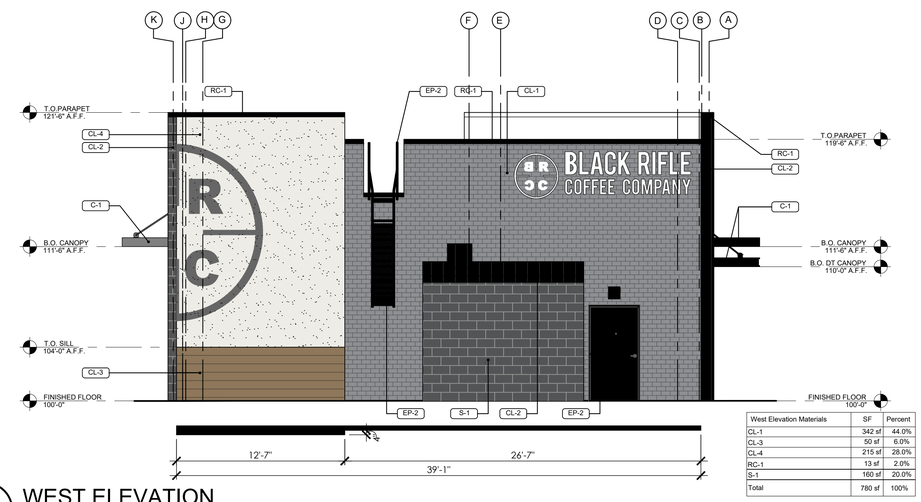

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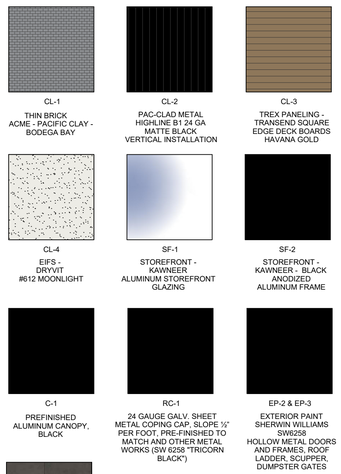

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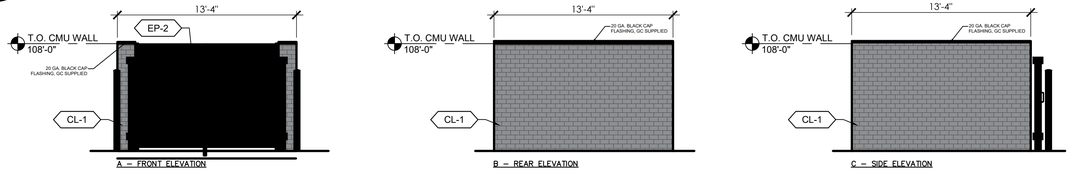

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BUILDING ELEVATION EXHIBIT
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BUILDING FACADE/ ELEVATION PLAN

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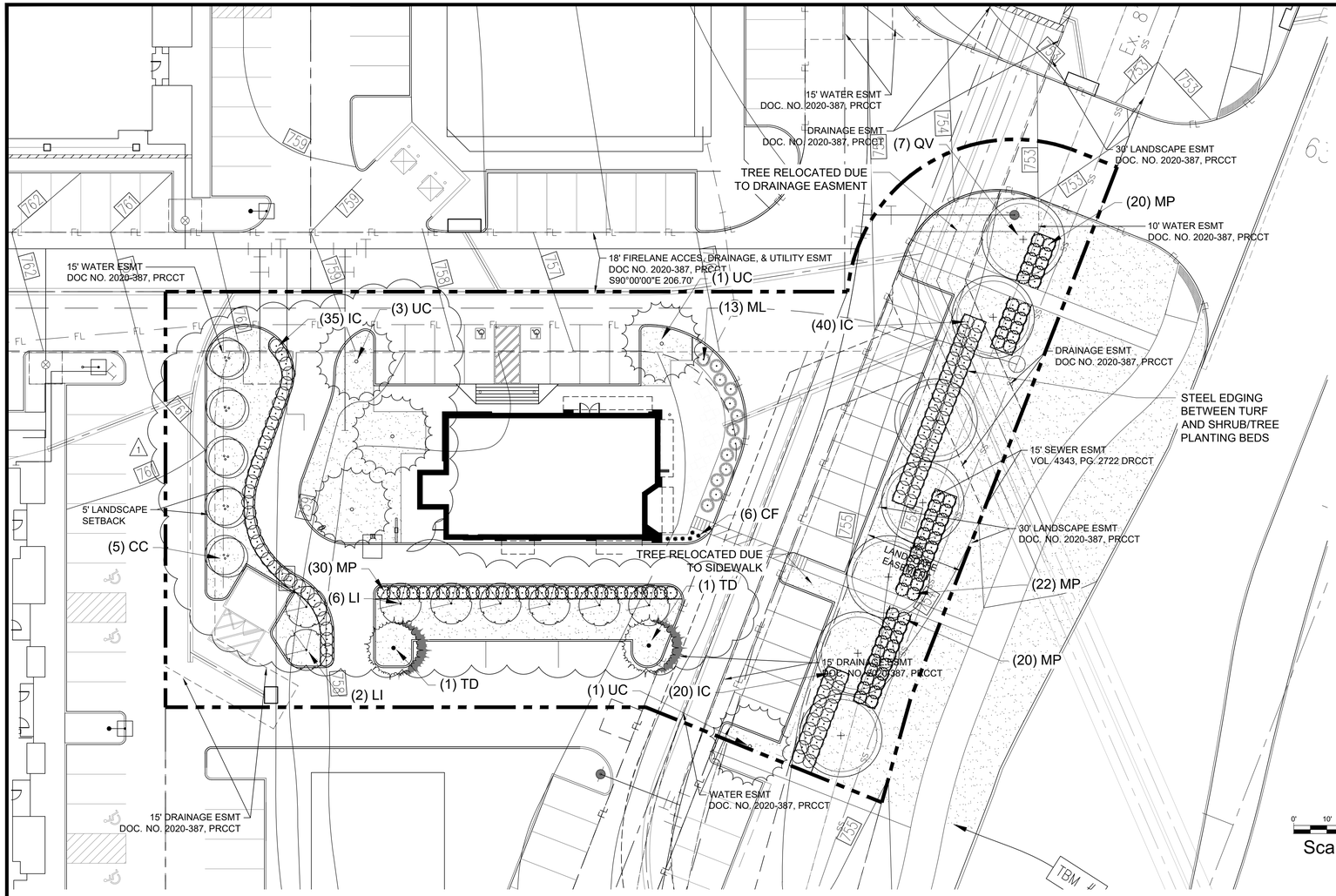


PLANT_SCHEDULE

TREES	CODE	COMMON / BOTANICAL NAME	SIZE	CONTAINER	QTY
	CC	Texas Redbud / Cercis canadensis 'texensis min. 7' ht.	CONT.	3" Cal	5
	LI	Dallas Red Crape Myrtle / Lagestroemia indica 'Dallas Red' min. 7' ht.	CONT.	3" Cal	8
	UC	Cedar Elm / Ulmus crassifolia min. 10' - 12' ht.	CONT.	3" Cal	5
	QV	Live Oak / Quercus virginiana min. 10' - 12' ht.	CONT.	3" Cal	7
	TD	Bald Cypress / Taxodium distichum min. 10' - 12' ht.	CONT.	3" Cal	2

SHRUBS	CODE	COMMON / BOTANICAL NAME	SIZE	QTY
	CF	Blue Zinger Sedge / Carex flacca 'Blue Zinger' 6" Tall	1 gal	6
	IC	Needlepoint Holly / Ilex cornuta 'Needlepoint' 36" o.c., min. 24" Tall, 36" in height within 1 year	5 gal	95
	ML	Muhlenbergia lindheimeri / Lindheimer Muhly Grass 36" o.c., min. 24" Tall	3 gal	13
	MP	Dwarf Wax Myrtle / Myrica pusilla 36" o.c., min. 24" Tall, 36" in height within 1 years	5 gal	92

GROUND COVERS	CODE	COMMON / BOTANICAL NAME	SIZE	QTY
	CD	Bermuda Grass / Cynodon dactylon `tif 419`	sod	15,478 sf

NO EXISTING TREES ON SITE

TOWN OF PROSPER GENERAL LANDSCAPE NOTES

1) Plant material shall be measured and sized according to the latest edition of the Texas Nursery & Landscape Association (TNLA) Specifications, Grades and Standards.
2) All plant substitutions are subject to Town approval and must be specified on the approved landscape plan.
3) All turf areas to be established prior to the Certificate of Occupancy, unless otherwise approved by the Town.
4) Ground covers used in lieu of turf grass must provide complete coverage within one (1) year of planting and maintain adequate coverage as approved by the Town.
5) Trees must be planted four (4) feet or greater from curbs, sidewalks, utility lines, screening walls, and/or other healthy root growth.
6) Tree pits shall have roughened sides and be two to three times wider than the root ball of the tree in order to facilitate healthy root growth. Use of tree augers to dig tree holes are discouraged.
7) Tree pits shall be tested for water percolation. If water does not drain out of tree pit within a 24-hour period, the contractor shall provide berming, or devise alternative drainage.
8) Trees shall not be planted deeper than the base of the "trunk flare".
9) The tree pit shall be backfilled with native topsoil free of rock and other debris.
10) Burlap, twine, and wire baskets shall be loosened and pulled back from the trunk of tree as much as possible.
11) Trees shall not be watered to excess that results in soil saturation. If soil becomes saturated, the watering schedule shall be adjusted to allow for drainage and absorption of the excess water.
12) A 3-4" layer of mulch shall be provided around the base of the planted tree. The mulch shall be pulled back 1-2" from the trunk of the tree.
13) No person(s) or entity may use improper or malicious maintenance or pruning techniques which would likely lead to the death of the tree. Improper or malicious techniques include, but are not limited to, topping or other unsymmetrical trimming of trees, trimming trees with a backhoe, or use of fire or poison to cause the death of a tree.
14) Topsoil shall be a minimum of eight (8) inches in depth in planting areas. Soil shall be free of stones, roots, and clods and any other foreign material that is not beneficial for plant growth.
15) All plant beds shall be top-dressed with a minimum of three (3) inches of mulch.
16) Trees overhanging walks and parking shall have a minimum clear trunk height of seven (7) feet. Trees overhanging public street pavement drive aisles and fire lanes shall have a minimum clear trunk height of fourteen (14) feet.
17) A visibility triangle must be provided at all intersections, where shrubs are not to exceed thirty (30) inches in height, and trees shall have a minimum clear trunk height of nine (9) feet.
18) Trees planted on a slope shall have the tree well at the average grad of slope.
19) No shrubs shall be permitted within areas less than three (3) feet in width. All beds less than three (3) feet in width shall be grass, groundcover, or some type of fixed paving.
20) The owner, tenant, and/or their agents, if any, shall be jointly and severally responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
21) All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within thirty (30) days unless otherwise approved in writing by the Town of Prosper.
22) Landscape and open areas shall be kept free of trash, litter, and weeds.
23) An automatic irrigation system shall be provided to irrigate all landscape areas. Overspray on streets and walks is prohibited. A permit from the Building Inspection Division is required for each irrigation system.
24) No plant material shall be allowed to encroach on right-of-way, sidewalks, or easements to the extent that the vision or route of travel for vehicular, pedestrian, or bicycle traffic is impeded.
25) No planting areas shall exceed 3:1 slope (3 ft Horizontal to 1 ft Vertical).
26) Earthen berms shall not include construction debris. Contractor must correct slippage or damage to the smooth finish grad of the berm prior to acceptance.
27) All walkways shall meet ADA and TAS requirements.
28) Contact Michael @ Town of Prosper Parks and Recreation Division at (972) 579-1051-Direct Office or (972)400-0023 Cell) for landscape inspection. Note that landscape installation must comply with approved landscape plans prior to final acceptance by the Town and/or obtaining a Certificate of Occupancy.
29) Final inspection and approval of screening walls, irrigation, and landscape is subject to all public utilities, including but not limited to manholes, valves, water meters, cleanouts, and other appurtenances, to be accessible, adjusted to grade, and to the Town of Prosper's Public Works Department standards.
30) Prior to calling for a landscape inspection, the contractor is responsible for marking all manholes, valves, water meters, cleanouts, and other utility appurtenances with flagging for field verification by the Town.

TOWN OF PROSPER MAINTENANCE STANDARDS

A. THE OWNER, TENANT AND/OR THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING REQUIRED BY THIS ORDINANCE. ALL PLANT MATERIAL SHALL BE PERPETUALLY MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS THAT DIE SHALL BE REPLACED BY PROPERTY OWNER, TENANT OR AGENT WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN THIRTY (30) DAYS OF NOTIFICATION BY THE TOWN OR A DATE APPROVED BY THE TOWN.

B. ALL TREES LOCATED ON TOWN PROPERTY SHALL BE CARED FOR BY THE TOWN UNLESS THAT RESPONSIBILITY IS TRANSFERRED TO ANOTHER ENTITY THROUGH A COUNCIL-APPROVED AGREEMENT. THE DIRECTOR OF THE PARKS AND RECREATION DEPARTMENT SHALL ENSURE THAT THE TOWN, OR ITS CONTRACTOR, MOWERS, AND OTHERS FOR TREES IN A WAY THAT PROMOTES A HEALTHY AND GROWING URBAN FOREST, IS PERFORMED ACCORDING TO ANSI A300, "STANDARDS FOR TREE CARE OPERATIONS," AND TREE CARE BEST MANAGEMENT PRACTICES PUBLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. IT SHALL BE UNLAWFUL TO REMOVE, PRUNE, DAMAGE OR OTHERWISE HARM TREES ON TOWN PROPERTY WITHOUT PERMISSION FROM THE DIRECTOR OF THE PARKS AND RECREATION DEPARTMENT. THE PARKS AND RECREATION DEPARTMENT SHALL BE RESPONSIBLE FOR DEVELOPING AND UPDATING AN ANNUAL WORK PLAN. THIS WORK PLAN SHALL DOCUMENT WHAT MAINTENANCE ACTIVITIES ARE BEING PERFORMED AND SCHEDULED EACH YEAR. THE PARKS AND RECREATION BOARD MAY APPOINT AN ADVISORY COMMITTEE TO FOCUS ON ISSUES AND INITIATIVES THAT PERTAIN TO ANY URBAN FOREST THAT IS LOCATED ON PUBLIC LANDS.

PLANTING AND IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

LANDSCAPE CALCULATIONS

LOT AREA:	35,401 SF
REQUIRED OPEN SPACE:	2,478 SF (7%)
PROVIDED OPEN SPACE:	7,397 SF (20.9%)

STREET FRONTAGE

HIGHWAY 289 - 206 LF	
TREES @ 1 / 30 LF:	7 TREES REQUIRED
	7 TREES PROVIDED
SHRUBS @ 15 / 30 LF:	104 SHRUBS REQUIRED
	124 SHRUBS PROVIDED

PARKING LOT

TOTAL PARKING SPACES:	26
REQUIRED INTERIOR LANDSCAPE AREA:	390 SF (15 SF / PARKING SPACE)
PROVIDED INTERIOR LANDSCAPE AREA:	5,208 SF

1 TREE PROVIDED AT THE TERMINUS OF EACH PARKING BAY
ADDITIONAL SHRUBS PROVIDED AS A SOLID LIVING SCREEN

DRIVE-THRU ISLAND LANDSCAPE

WEST PROPERTY LINE	
ORNAMENTAL TREES @ 15' O.C.:	REQUIRED
ORNAMENTAL TREES @ 15' O.C.:	PROVIDED
SHRUBS @ 5 / 15':	REQUIRED
SHRUBS @ 5 / 15':	PROVIDED

SOUTH PROPERTY LINE	
ORNAMENTAL TREES @ 15' O.C.:	REQUIRED
ORNAMENTAL TREES @ 15' O.C.:	PROVIDED
SHRUBS @ 5 / 15':	REQUIRED
SHRUBS @ 5 / 15':	PROVIDED

GENERAL PLANTING NOTES

1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
2. CONSTRUCT AND MAINTAIN FINISH GRADES IN LANDSCAPE AREAS AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
3. ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 1" BELOW FINISH GRADE IN TURF AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
4. INSTALL 5 OUNCE, WOVEN, NEEDLE-PUNCHED POLYPROPYLENE FABRIC (DeWITT "PRO-5" OR EQUAL) UNDER ALL MULCHED AREAS AND INDIVIDUAL TREE RINGS.
5. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING BEDS AND TREE RINGS. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE.
6. INSTALL 14G. GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN).
7. HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
8. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
9. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
10. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
11. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
12. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS

NOTE TO LANDSCAPE CONTRACTOR:

NEW INSPECTIONS WILL BE MADE FOR THE FOLLOWING:
1.) TREE HEIGHT, WIDTH & CALIPER (AT DELIVERY)
2.) SHRUB HEIGHT, WIDTH & CONTAINER SIZE (AT DELIVERY)
(ANY UNDERSIZED PLANT NOT FULLY ROOTED MAY BE DENIED BY PARKS AT INSPECTION)
3.) INSPECTION OF TREE PIT SIDE WALLS & DEPTH.
4.) INSPECT AT LEAST ONE (1) PERCOLATION TESTED PIT.

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM
1903 CENTRAL DR, SUITE #406
BEDFORD, TX 76021

REGISTERED LANDSCAPE ARCHITECT
STEPHEN W. SALES
3470
STATE OF TEXAS
06/30/2022

BLACK RIFLE COFFEE
PROSPER, TX 75078

No	DATE	REVISION	BY
1	06/30/22	CITY COMMENTS	

OWNER:
BG-GBT BROADWAY & PRESTON LP
9550 JOHN W ELLIOTT DR. SUITE 106
FRISCO, TX 75033
PH: CONTACT NAME: TEAGE GRIFFIN

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

SURVEYOR:
EAGLE SURVEYING
210 S. ELM ST., SUITE 104
DENTON, TX 76201
PH: 940.222.3009 CONTACT: MASON DECKER

LEGAL DESCRIPTION:
LOT 3, BLOCK A OF WINDMILL HILL ADDITION
AREA = 0.81 AC

CITY: PROSPER COUNTY: COLLIN STATE: TEXAS

SURVEY:	ABSTRACT NO.:	DATE:
COLLIN COUNTY SCHOOL LAND SURVEY	147	4/25/2022

LANDSCAPE PLANTING

DESIGN:	MBT
DRAWN:	MBT
CHECKED:	DD
DATE:	3/7/2022

SHEET
LP-1

PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
   1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
   2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
   3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.

B. SCOPE OF WORK
   1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
   2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES TO SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
   3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
   1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
   2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
   3. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
   4. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
   5. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
   6. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.
   7. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
E. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
G. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
H. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
I. WEED FABRIC: 5 OUNCE, WOVEN, NEEDLE-PUNCHED FABRIC, SUCH AS DEWITT PRO5 LANDSCAPE FABRIC (OR APPROVED EQUAL).
J. TREE STAKING AND GUYING
   1. STAKES: 6' LONG GREEN METAL T-POSTS.
   2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
   3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
M. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
N. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

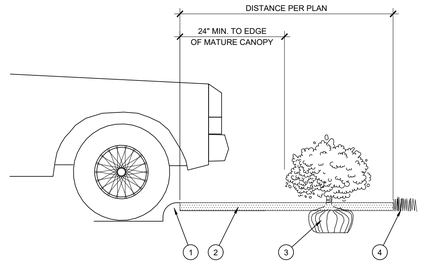
METHODS

A. SOIL PREPARATION
   1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
   2. SOIL TESTING:
      a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL.
      b. CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
      c. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
   3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
   4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
      a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
         i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
         ii. AMMONIUM PHOSPHATE 16-20-0 - 15 LBS PER 1,000 S.F.
         iii. AGRICULTURAL GYPSUM - 100 LBS PER 1,000 S.F.
      b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
         i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
         ii. 12-12-12 FERTILIZER - 10 LBS. PER CU. YD.
         iii. AGRICULTURAL GYPSUM - 10 LBS. PER CU. YD.
         iv. IRON SULPHATE - 2 LBS. PER CU. YD.
   5. CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE BEFORE INSTALLING SOIL AMENDMENTS, AND 2" BELOW FINISH GRADE IN SHRUB AREAS BEFORE INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
   6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

B. GENERAL PLANTING
   1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
   2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
   3. TRENCHING NEAR EXISTING TREES:
      a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
      b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
      c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
      d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
C. TREE PLANTING
   1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
   2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
   3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
   4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
   5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
   6. THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

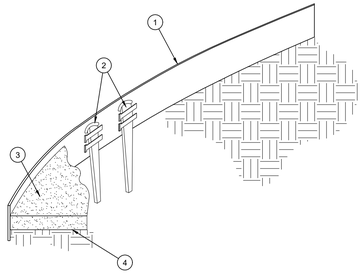
a.	1"-2" TREES	TWO STAKES PER TREE
b.	2-1/2"-4" TREES	THREE STAKES PER TREE
c.	TREES OVER 4" CALIPER	GUY AS NEEDED
d.	MULTI-TRUNK TREES	THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE

   7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).
D. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
   1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
   2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
   3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
E. SODDING
   1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
   2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
   3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
   4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
   5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
F. CLEAN UP
   1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
   2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
G. INSPECTION AND ACCEPTANCE
   1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
   2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
   3. THE LANDSCAPE WARRANTY PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE WARRANTY PERIOD WILL COMMENCE.
H. PLANT GUARANTEE AND REPLACEMENTS
   1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
   2. DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.
I. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.



1. CURB.
2. MULCH LAYER.
3. PLANT.
4. TURF (WHERE SHOWN ON PLAN).

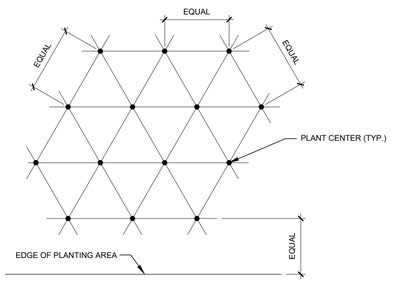
C PLANTING AT PARKING AREA
SCALE: NOT TO SCALE



1. ROLLED-TOP STEEL EDGING PER PLANS.
2. TAPERED STEEL STAKES.
3. MULCH, TYPE AND DEPTH PER PLANS.
4. FINISH GRADE.

NOTES:
1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

D STEEL EDGING
SCALE: NOT TO SCALE



NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

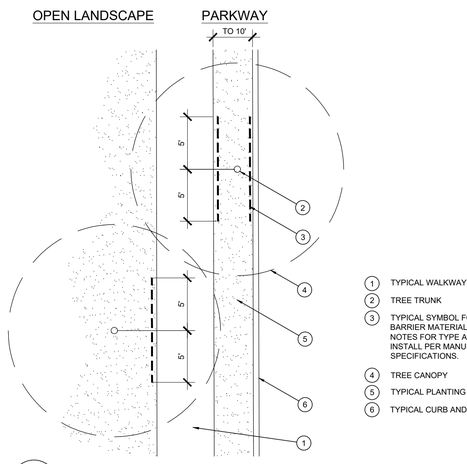
1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA:
TOTAL AREA / AREA DIVIDER = TOTAL PLANTS

PLANT SPACING	AREA DIVIDER	PLANT SPACING	AREA DIVIDER
6"	0.22	18"	1.95
8"	0.39	24"	3.46
10"	0.60	30"	5.41
12"	0.87	36"	7.79
15"	1.35		

2) STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT SUBTRACTION

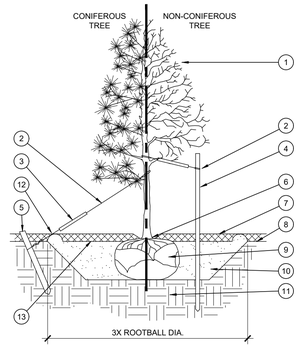
EXAMPLE: PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER
STEP 1: 100 SF/1.95 = 51 PLANTS
STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL

F PLANT SPACING
SCALE: NTS



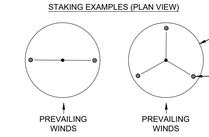
1. TYPICAL WALKWAY OR PAVING
2. TREE TRUNK
3. TYPICAL SYMBOL FOR LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
4. TREE CANOPY
5. TYPICAL PLANTING AREA
6. TYPICAL CURB AND GUTTER

E ROOT BARRIER - PLAN VIEW
SCALE: NOT TO SCALE

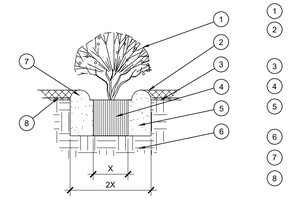


1. TREE CANOPY.
2. CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.
13. FINISH GRADE.

STAKING EXAMPLES (PLAN VIEW)



A TREE PLANTING
SCALE: NOT TO SCALE



1. SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
2. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
3. FINISH GRADE.
4. ROOT BALL.
5. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
6. UNDISTURBED NATIVE SOIL.
7. 3" HIGH EARTHEN WATERING BASIN.
8. WEED FABRIC UNDER MULCH.

B SHRUB AND PERENNIAL PLANTING
SCALE: NTS

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

OWNER:
BG-GBT BROADWAY & PRESTON LP
9550 JOHN W ELLIOTT DR. SUITE 106
FRISCO, TX 75033
PH: CONTACT NAME: TEAGE GRIFFIN

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

SURVEYOR:
EAGLE SURVEYING
210 S. ELM ST., SUITE 104
DENTON, TX 76201
PH: 940.222.3009 CONTACT: MASON DECKER

LEGAL DESCRIPTION:
LOT 3, BLOCK A OF WINDMILL HILL ADDITION
AREA = 0.81 AC

CITY: PROSPER COUNTY: COLLIN STATE: TEXAS

SURVEY:	ABSTRACT NO.:	DATE:
COLLIN COUNTY SCHOOL LAND SURVEY	147	4/25/2022

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM
1903 CENTRAL DR. SUITE #406
BEDFORD, TX. 76021

Item 28.

REGISTERED LANDSCAPE ARCHITECT
STEPHEN W. SALES
3470
STATE OF TEXAS
06/30/2022

BLACK RIFLE COFFEE
PROSPER, TX 75078

No.	DATE	REVISION	BY
1	06/30/22	CITY COMMENTS	

LANDSCAPE PLANTING DETAILS & SPECIFICATIONS

DESIGN:	MBT
DRAWN:	MBT
CHECKED:	DD
DATE:	3/7/2022

LP-2

File No. 2022-XXX

TOWN OF PROSPER

Prosper is a place where everyone matters.

PLANNING

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:
Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a Restaurant with Drive-Through Service, on 1.2± acres, in the Victory at Frontier development. The property is zoned Planned Development-10 & Specific Use Permit 38 (PD-10 & S-38). (S22-0006).

History:
The Planning & Zoning Commission approved a Specific Use Permit (SUP) for a Restaurant with Drive-Through Service on November 2, 2021. The request originally had a drive-through restaurant use within a 4,845 square-foot restaurant building. The applicant is now requesting to amend the SUP to expand the square-footage of the building to 6,050 square-foot for a retail and restaurant with drive through service. Per our zoning ordinance, any increase in building square footage from its size on the approved SUP should be no more than 10%. Any other enlargements shall require the re-approval of the SUP.

Description of Agenda Item:
The zoning and land use of the surrounding properties are as follows:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-10 & Specific Use Permit 38	Undeveloped	Retail & Neighborhood Services District
North	Planned Development-10 & Specific Use Permit	Convenience Store with Gas Pumps (7-Eleven)	Retail & Neighborhood Services District
East	Planned Development-10	Undeveloped	Retail & Neighborhood Services District
South	Planned Development-10	Victory at Frontier	Retail & Neighborhood Services District
West	Planned Development-10	Undeveloped	Retail & Neighborhood Services District

Requested Zoning – The purpose of this request is to allow for a drive-through restaurant use within a 6,050 square-foot retail and restaurant with drive through service. As shown on Exhibit B, the site provides adequate parking and stacking, as well as an outdoor dining area. Exhibit C is a conceptual landscape plan, which depicts the location of required landscaping. The landscaping meets the minimum standards of the Town's Zoning Ordinance. Exhibit D shows a conceptual rendering of the architectural look and style of the building. The applicant has stated they will amend the development agreement to reflect the revised Exhibit D.

The Zoning Ordinance contains four criteria to be considered in determining the validity of a SUP request, as follows:

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*
2. *Are the activities requested by the applicant normally associated with the requested use?*
3. *Is the nature of the use reasonable?*
4. *Has any impact on the surrounding area been mitigated?*

Staff believes the applicant has satisfied the noted criteria and recommends approval of the request.

Future Land Use Plan – The Future Land Use Plan recommends Retail and Neighborhood Services. The proposed zoning request conforms to the Future Land Use Plan.

Retail and Neighborhood Services

Neighborhood services typically include retail establishments that provide merchandise for retail sale, banks, neighborhood office and small medical offices. Retail uses are particularly important because they contribute to Prosper's tax base through both property and sales taxes, making their inclusion attractive and often times competitive. Within Prosper, neighborhood service uses will likely occur at major intersections along the Dallas North Tollway, Highway 380 and Preston Road corridors. Neighborhood service uses should also be strategically placed along the Town's perimeter in order to attract patrons from neighboring communities, enhancing sales tax revenue opportunities. The majority of neighborhood service activity within Prosper will likely be included within the Dallas North Tollway, Highway 380, Town Center and Old Town districts.



Conformance to the Thoroughfare Plan – The property has direct access to Preston Road, a 6-lane divided thoroughfare. The SUP exhibit complies with the Thoroughfare Plan.

Parks Master Plan – The Parks Master Plan does not indicate a park is needed on the subject property.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. To date, staff has not received any Public Hearing Notice Reply Forms in response to this request.

Attached Documents:

1. Aerial and Zoning Maps
2. Proposed Exhibits

Planning & Zoning Commission Recommendation:

At their June 21, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 7-0.

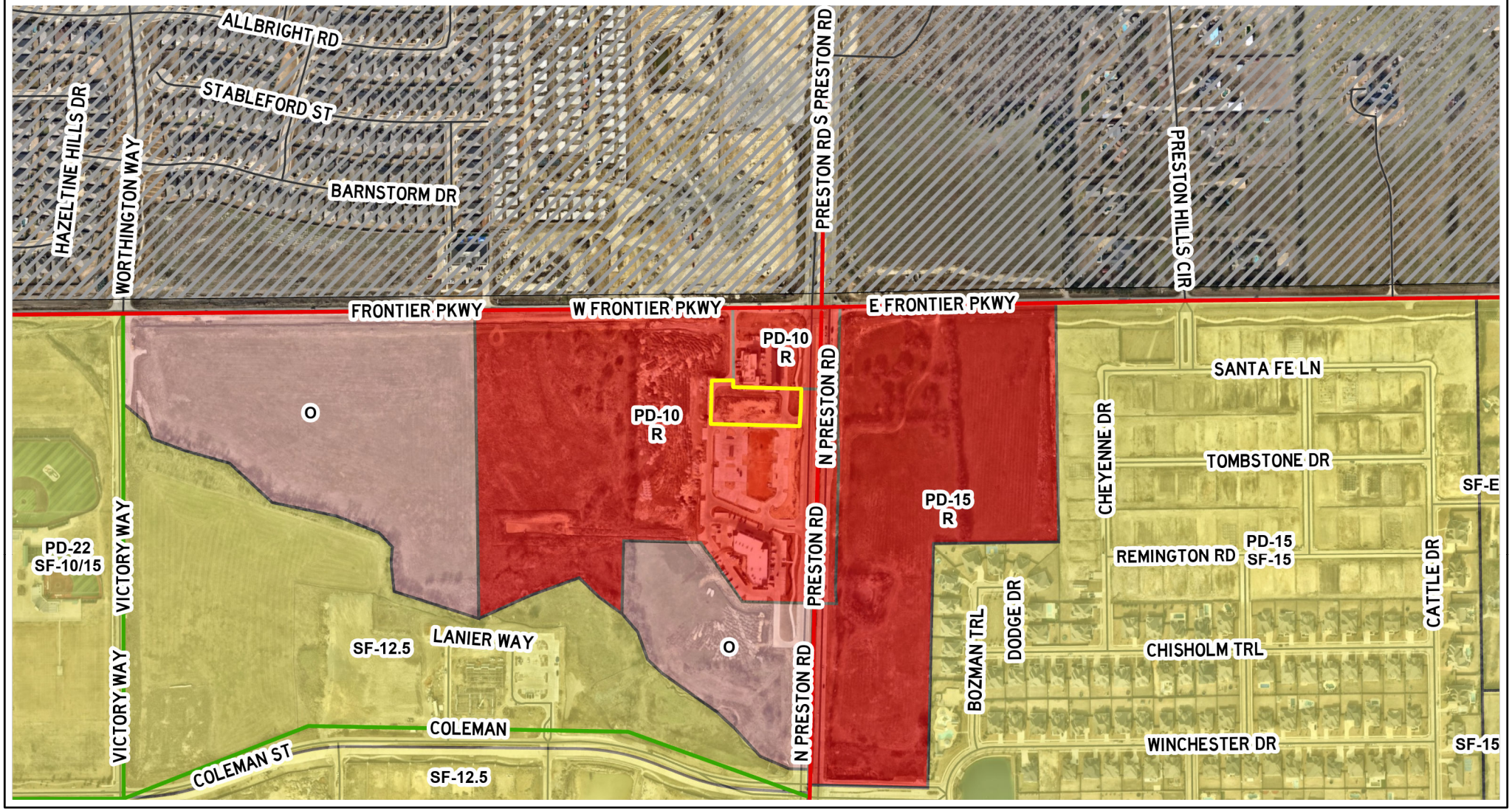
Town Staff Recommendation:

Town staff recommends approval of the request for a Specific Use Permit (SUP) for a Restaurant with Drive-Through Service, on 1.2± acres, in the Victory at Frontier development.

Proposed Motion:

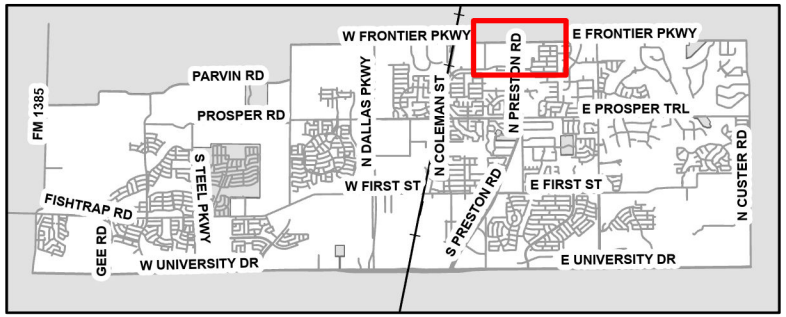
I move to approve the request for a Specific Use Permit (SUP) for a Restaurant with Drive-Through Service, on 1.2± acres, in the Victory at Frontier development.

S22-0006 - Victory at Frontier Tract D



This map is for illustration purposes only.





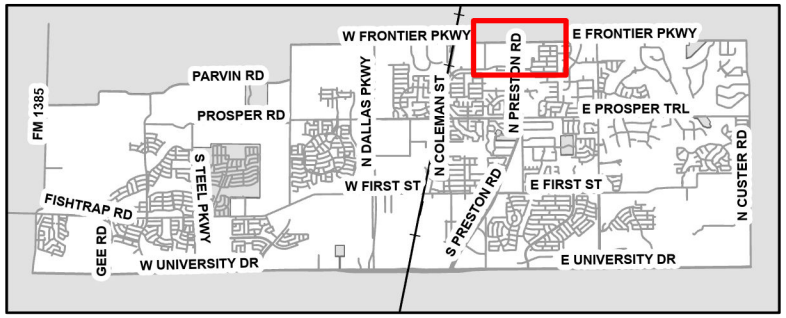
TOWN OF PROSPER

S22-0006 - Victory at Frontier Tract D

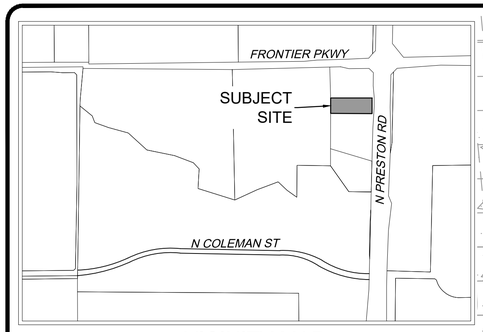


This map is for illustration purposes only.





TOWN OF PROSPER



VICINITY MAP
N.T.S.

EXISTING DEVELOPMENT
REFER TO CIVIL CONSTRUCTION PLANS PREPARED BY CLAY MOORE ENGINEERING
(FILE NO. 2018-135)

EX BUILDING
(7-11 FUEL STATION)

LOT 2, BLOCK A
VICTORY AT FRONTIER LLC
VOL. 2018, PG 699 P.R.C.C.T.
LAND USE: RETAIL/FUEL STATION

EXISTING 10' HIKE AND BIKE TRAIL

EXISTING 10' HIKE AND BIKE TRAIL TO BE REALIGNED TO MATCH PROPOSED TRAIL PLAN

WATER EASEMENT
DOC.# 20200415000542160
O.P.R.C.C.T.

N PRESTON ROAD
(STATE HIGHWAY 289)
VARIABLE WIDTH ROW AS SHOWN ON VOL. 2018, PG 699 P.R.C.C.T.

N89°26'11"E 83.18'

EX. SSMH

S0°15'13"W 26.31'

S88°35'36"E 263.84'

EX. 24.0' F.A.U.E.

12.0'

12.0'

30.0'

15' BUILDING SETBACK

5' LANDSCAPE BUFFER

24' DRAINAGE AND SANITARY SEWER EASEMENT VOL. 2018, PG 699, P.R.C.C.T.

EX. FIRE HYDRANT

EX. WATER EASEMENT

CLEARANCE HEIGHT BAR

PROP. SIDEWALK

5' LANDSCAPE BUFFER

N1°24'24"E 167.98'

7.5'

5.0'

9.0'

9.0'

2' OVERHANG

18.0' 24.5' 20.0' 10.0' 12.0' 5.5'

PROPOSED BUILDING
BLDG = 6,050 SF
REST= 3,448 SF
RETAIL = 2,602 SF

FFE = 727.10

45 PARKS

78.1'

86.5'

70.8'

ADA ACCESSIBLE PARKING SPACE

10.2' 18.0' 24.0' 20.0' 20.0'

24.0' 18.0'

18.0' 18.0' 9.0'

30' LANDSCAPE AND BUILDING SETBACK

10.0'

2' OVERHANG

Δ=17°08'39"
R=205.00',
L=61.34'
CB=N10°48'48"W
CD=61.11'

PROPOSED 10' HIKE AND BIKE TRAIL

30' LANDSCAPE AND ACCESS EASEMENT

PROP. SIDEWALK

EX. WATER EASEMENT

EXISTING CONCRETE DRIVEWAY

S4°16'09"W 68.37'

PROPOSED 10' HIKE AND BIKE TRAIL (BY OTHERS) (CASE NO. D20-0002)

PROPOSED DEVELOPMENT BY OTHERS (CASE NO. D20–0002)

PROPOSED DEVELOPMENT BY OTHERS (CASE NO. D20–0002)

LOT 3, BLOCK A
VICTORY AT FRONTIER LLC
DOC. NO. 20161122001590950
D.R.C.C.T.
LAND USE: UNDEVELOPED

PROPOSED 2" DOMESTIC WATER METER

PROP. 1" IRRIGATION WATER METER

PROPOSED GRATE INLET

PROPOSED 23'X15' 8.0' MASONRY DUMPSTER ENCLOSURE

15' BUILDING SETBACK

DRIVE THRU ORDER BOARD

PICKUP WINDOW

12' WIDE DRIVE THRU

EXIT ONLY

FIRELANE

EX. FIRE HYDRANT

5' LANDSCAPE BUFFER

15' BUILDING SETBACK

N88°35'37"W 344.09'

EX. 24.0' F.A.U.E.

12.0'

12.0'

EX. SSMH

LOT 4 BLOCK A
Victory At Frontier LLC

PROPOSED BUILDING (BY OTHERS) (CASE NO. D20-0002)

PROPTION ON LOT 3, BLOCK A Victory At Frontier LLC VOL. 2018, PG. 699 P.R.C.C.T. 1.198 ACRES 52,186 SF

811 Know what's below. Call before you dig.

LEGEND

- PROPOSED FIRE HYDRANT — FH
- PROPOSED CURB INLET
- ACCESSIBLE ROUTE
- PARKING COUNT — 10
- PROPERTY BOUNDARY
- PROPOSED PAVEMENT

KE SITE PLAN DATA TABLE

EXISTING ZONING	PD-10
LOT AREA (SF) / (ACRES)	52,186 SF / 1.198 AC.
TOTAL BUILDING AREA (SF)	RESTAURANT: 6,050 SF
BUILDING HEIGHT	20'-0" (1 STORY)
MAXIMUM FAR (4:1)	9.28% / 0.0928:1

KE PARKING DATA TABLE

RESTAURANT PARKING REQUIREMENT	1 SPACE PER 100 SF
RETAIL PARKING REQUIREMENT	1 SPACE PER 250 SF
BUILDING AREA / PATIO AREA	6,050 SF
RESTAURANT PARKING SPACES REQUIRED	(3,400SF) 34 SPACES
RETAIL PARKING SPACES REQUIRED	(2,650SF) 11 SPACES
TOTAL PARKING SPACES PROVIDED	45 SPACES
REQUIRED ADA PARKING	3 SPACES (1 VAN)
PROVIDED ADA PARKING	3 SPACES (1 VAN)
IMPERVIOUS AREA (SF)	42,956 SF
REQUIRED LANDSCAPING (10% OF LOT AREA)	5,218 SF
PROVIDED LANDSCAPING	8,069 SF

LAYOUT & DIMENSIONAL CONTROL NOTES:

1. BOUNDARY LINES AND EASEMENT: REFER TO THE FINAL PLAT TO VERIFY PROPERTY LINES AND EXISTING EASEMENT LOCATIONS.
2. DIMENSION CONTROL: UNLESS NOTED OTHERWISE, ALL PAVING DIMENSIONS SHOWN ARE TO FACE OF CURB.
3. CURB RADII: UNLESS NOTED OTHERWISE, ALL CURB RADII SHALL BE 3' AT FACE OF CURB.
4. BUILDING DIMENSIONS: REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATES PRIOR TO CONSTRUCTION.
6. ALL COORDINATES ARE U.S. SURVEY FEET, NAD '83 SURFACE.

NOTE TO CONTRACTOR

THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES (WHETHER SHOWN ON PLANS OR NOT) PRIOR TO COMMENCING CONSTRUCTION. IF FIELD CONDITIONS DIFFER SIGNIFICANTLY FROM LOCATIONS SHOWN ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

GRAPHIC SCALE
0 20 40 FEET
SCALE: 1" = 20'

SITE PLAN
CASE NO. S22- 0006
VICTORY AT FRONTIER LOT 5
1.198 ACRES
LOT 5, BLOCK A
VICTORY AT FRONTIER, LLC
(VOL. 2018, PAGE 699)
P.R.R.C.T.
TOWN OF PROSPER, COLLIN, TEXAS
PREPARATION DATE: 10/25/2021

OWNER/APPLICANT
VICTORY AT FRONTIER, LLC
6125 LUTHER LANE STE 583
DALLAS, TX 75225-6202
PH: 214-934-2566
CONTACT: BOBBY MENDOZA

ENGINEER
KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-488-4960
CONTACT: PATRICK FILSON, PE

LANDSCAPE ARCHITECT
LONDON LANDSCAPES
P.O. BOX 28
COLLINSVILLE, TS 76233
CONTACT: AMY LONDON, RLA

SURVEYOR
BARTON CHAPA SURVEYING
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-864-1957
CONTACT: JACK BARTON, RPLS

PRELIMINARY FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR THE PURPOSES OF CONSTRUCTION, BIDDING OR PERMIT. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF:
PATRICK C. FILSON
P.E.# 108577
DATE: 6/8/2022

VICTORY GROUP
Victory Real Estate Group
6125 LUTHER LANE SUITE 583
DALLAS, TX 75225-6202
214-934-2566

VICTORY AT FRONTIER - LOT 5
LOT 5, BLOCK A
TOWN OF PROSPER
COLLIN COUNTY, TEXAS

REV:	DATE:	DESCRIPTION:

kirkman ENGINEERING
KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
TEXAS FIRM NO. 15874

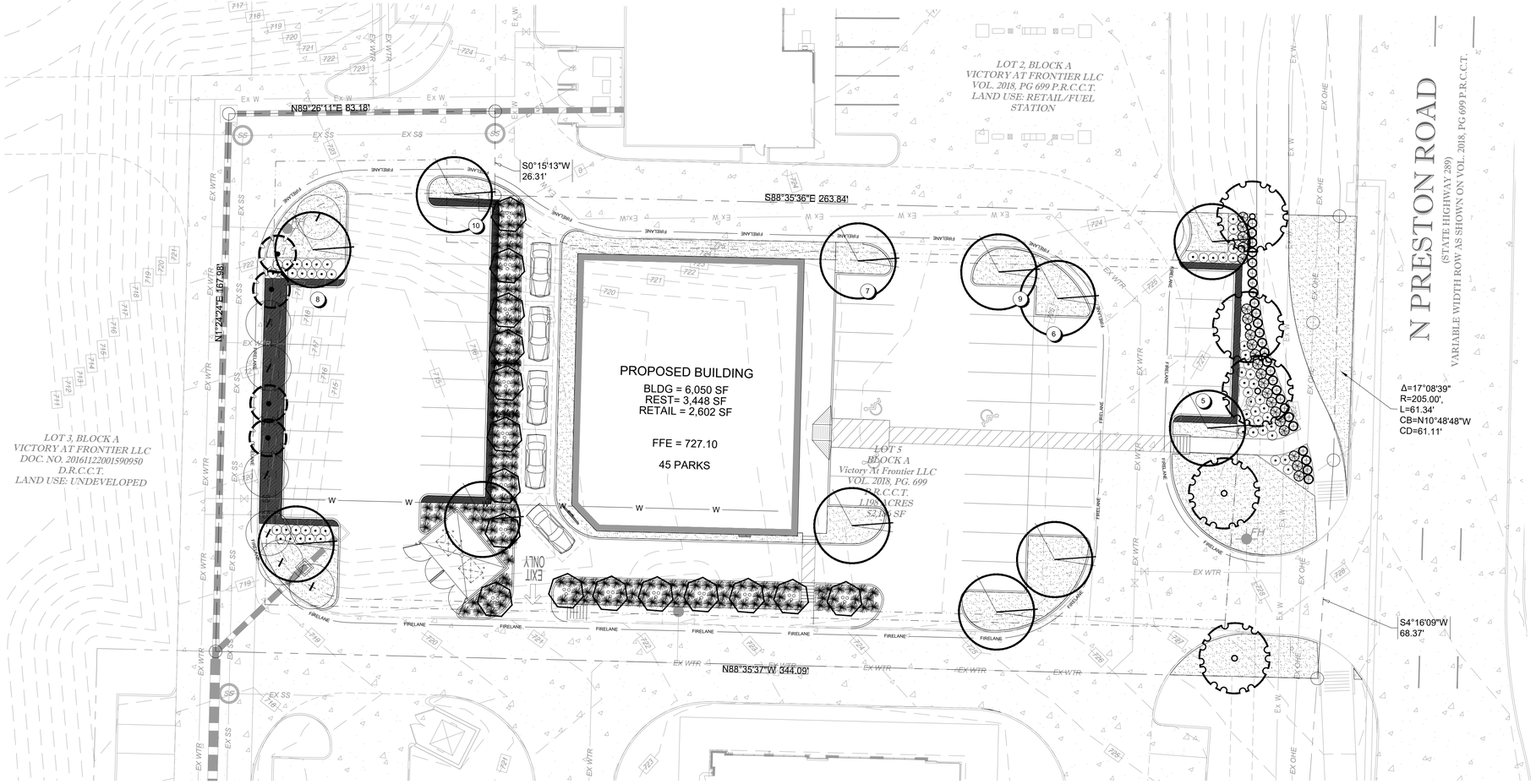
JOB NUMBER: VIC21019
ISSUE DATE: 05/09/2022

EXHIBIT B
SITE PLAN

SHEET:
C3.0

FILE PATH: K:\Jobs\VIC21019_Frontier Tract D\Drawings\SUP\03 - Production\Jobs\VIC21019_Frontier Tract D\Drawings\SUP\03 - Production\C1.0 SITE PLAN_VIC21019

FILENAME: C1.0 SITE PLAN_VIC21019.dwg
PLOTTED BY: Patrick Filson
PLOTTED DATE: 6/7/2022



GRAPHIC SCALE

20 0 20 40

(IN FEET)
1 INCH = 20 FEET

KEY

TREES

	12	UL	Ulmus crassifolia	Cedar Elm	3" Cal. Min. Cont. Grown–65 Gal. 12'–15' Height, 6'–8' Spread Specimen
	5	QT	Quercus texana	Texas Red Oak	3" Cal. Min. Cont. Grown–65 Gal. 12'–15' Height, 6'–8' Spread Specimen
	7	CH	Chilopsis linearis	Desert Willow	3" Trunk Min. 30 Gal. Cont. Grown 1" Cal. Per Trunk, 4–5 Canes 8' Height, 5' Spread, Specimen
	4	CL	Ilex opaca	Foster Holly	3" Cal. Min. Cont. Grown – 15 Gal. Full Crown, Min. 1" Canes, Min. 7' ht. Healthy, Plant as Shown
	13	CC	Cercis canadensis	Eastern Redbud	3" Cal. Min. Cont. Grown – 15 Gal. Full Crown, Min. 1" Canes, Min. 7' ht. Healthy, Plant as Shown

SHRUBS

	58	VIB	Viburnum v. davidii "White"	Viburnum	5 Gal. Minimum 24" – 36" Minimum height at planting Spaced per plan, matching
	21	NER	Abelia x grandiflora	Glossy Abelia	5 Gal. Minimum 30" Minimum height at planting Spaced per plan, matching
	26	NDL	Nandina domestica "Lemon Lime"	Lemon Lime Nandina	5 Gal. Minimum 4' Height at Planting Spaced per plan, matching
	200	NAN	Nandina domestica	Nandina	5 Gal. Minimum 30" Minimum height at planting Spaced per plan, matching

GROUNDCOVER

	959 SF	DG	Decomposed Granite		
	6,286 SF	SOD	Common Bermuda Grass	Bermuda Grass	Solid sod Sand fill joints and provide uniform coverage within 30 days of completion

LANDSCAPE CALCULATIONS

A MINIMUM 10% OF PLATTED AREA TO BE LANDSCAPED
- REQUIRED LANDSCAPE AREA: 52,186 SF X 10% = 5,218 SF
- PROVIDED: 8,069 SF

30' LANDSCAPE BUFFER ALONG PRESTON ROAD MEASURED FROM THE PROPERTY LINE
- REQUIRED: 1 CANOPY TREE FOR EVERY 30 LINEAR FEET
  129.71 LF / 30 = 5 TREES
- PROVIDED: 5 TREES

- REQUIRED: A MINIMUM OF 15 SHRUBS WITH A MINIMUM SIZE OF FIVE (5) GALLONS EACH WILL BE PLANTED IN THE LANDSCAPE AREA FOR EVERY 30 LINEAR FEET OF FRONTAGE
  129.71 LF / 30 = 5 X 15 SHRUBS = 75 SHRUBS
- PROVIDED: 75 SHRUBS

5' LANDSCAPE BUFFER AROUND THE PERIMETERS OF THE PROPERTY
- REQUIRED: ONE SMALL TREE AND ONE FIVE-GALLON SHRUB SHALL BE PLANTED EVERY 15 LINEAR FEET.
  167.98' x 15 = 12 TREES AND 12 SHRUBS
- PROVIDED: 12 TREES AND 23 SHRUBS

INTERIOR PARKING LANDSCAPING (ALL REQUIRED AND PROVIDED)
- REQUIRED: 15 SQ. FT. OF LANDSCAPING FOR EACH PARKING SPACE SHALL BE PROVIDED WITHIN THE PAVED BOUNDARIES OF THE PARKING LOT AREA.
- PROVIDED: YES

- REQUIRED: LANDSCAPE ISLAND (160 SF & NO LESS THAN 9' WIDE AND AN EQUAL LENGTH TO THE ABUTTING PARKING SPACE) AT THE END OF EVERY PARKING ROW WITH A CANOPY TREE
- PROVIDED: YES

- REQUIRED: EVERY 15 PARKING SPACES MUST BE INTERRUPTED BY A LANDSCAPE ISLAND
- PROVIDED : YES

- REQUIRED: A CANOPY TREE WITHIN 150 FEET OF EVERY PARKING SPACE
- PROVIDED: YES

TOWN OF PROSPER NOTES TO CONTRACTOR

A NEW INSPECTION(S) WILL BE MADE FOR THE FOLLOWING:
1) TREE HEIGHT, WIDTH & CALIPER (AT DELIVERY)
2) SHRUB HEIGHT, WIDTH & CONTAINER SIZE (AT DELIVERY)
   (ANY UNDERSIZED PLANT NOT FULLY ROOTED MAY BE DENIED BY PARKS AT INSPECTION)
3) INSPECTION OF TREE PIT SIDE WALLS & DEPTH
4) INSPECT AT LEAST ONE (1) PERCOLATION TESTED PIT

LONDON LANDSCAPES
P.O. BOX 28 COLLINSVILLE, TEXAS 76233
WWW.LONDON-LANDSCAPES.NET

REGISTERED LANDSCAPE ARCHITECT
AMY S. LONDON
STATE OF TEXAS

6/9/22

VICTORY GROUP
Victory Real Estate Group
6125 LUTHER LANE SUITE 583
DALLAS, TX 75225-6202
214-934-2566

VICTORY AT FRONTIER - LOT 5

LOT 5, BLOCK A
TOWN OF PROSPER
COLLIN COUNTY, TEXAS

REV:	DATE:	DESCRIPTION:

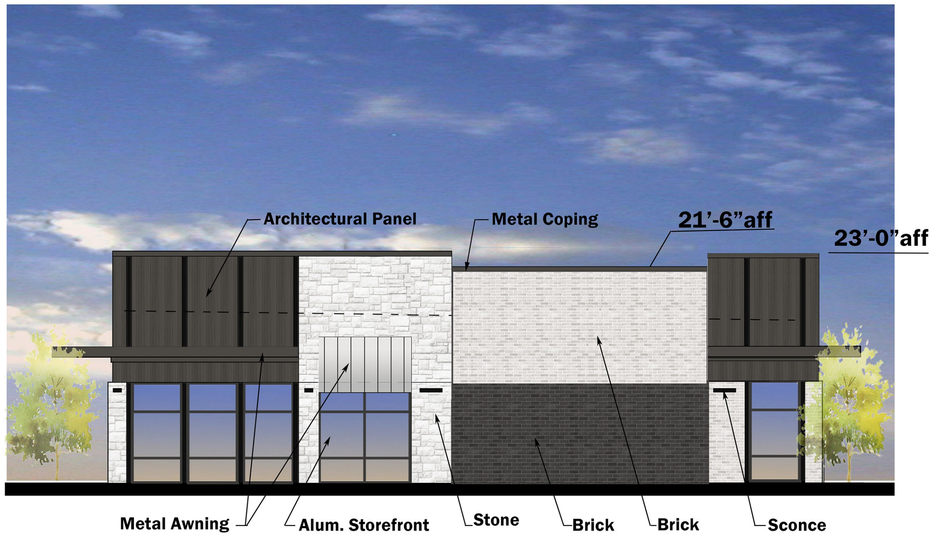
kirkman ENGINEERING
KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
TEXAS FIRM NO. 15874

JOB NUMBER: VIC21019

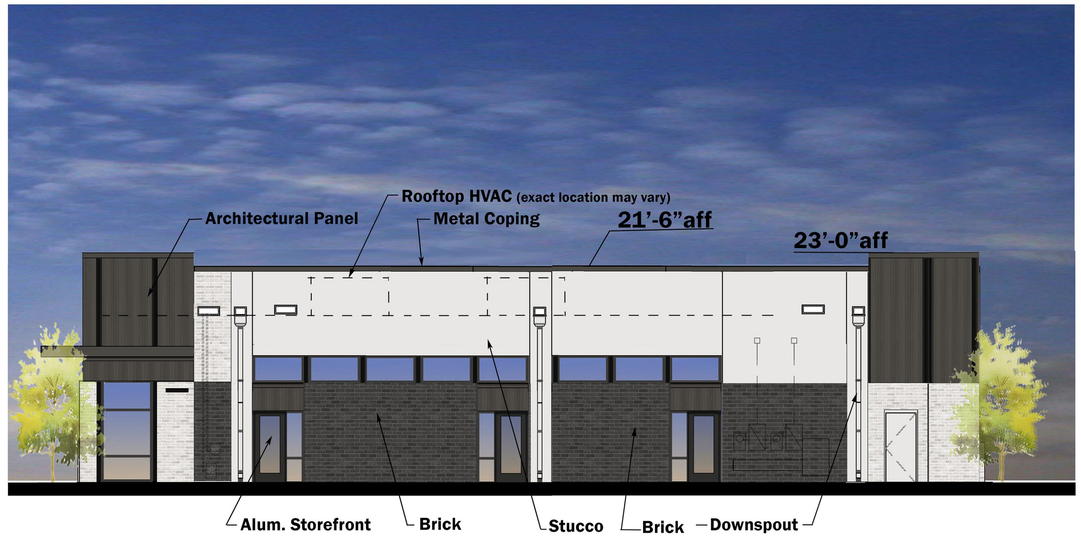
ISSUE DATE: 6/9/22

EXHIBIT C
LANDSCAPE PLAN

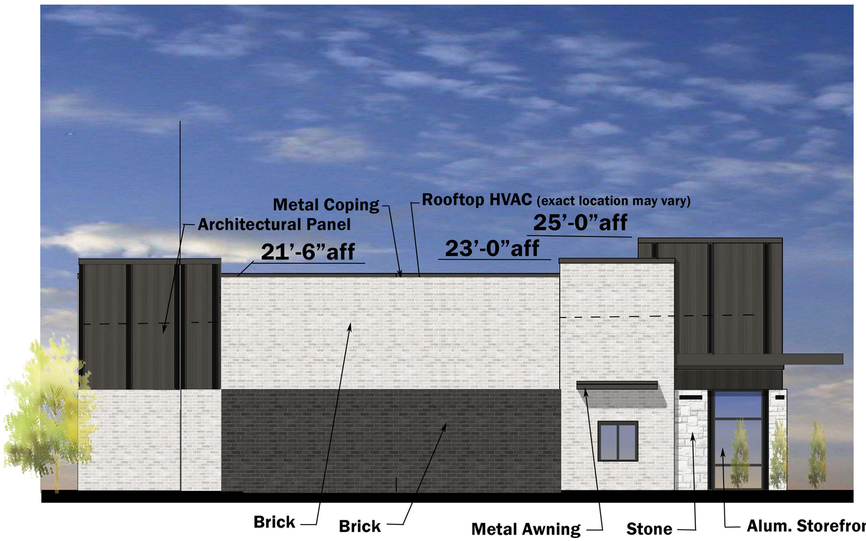
SHEET:
L1.00



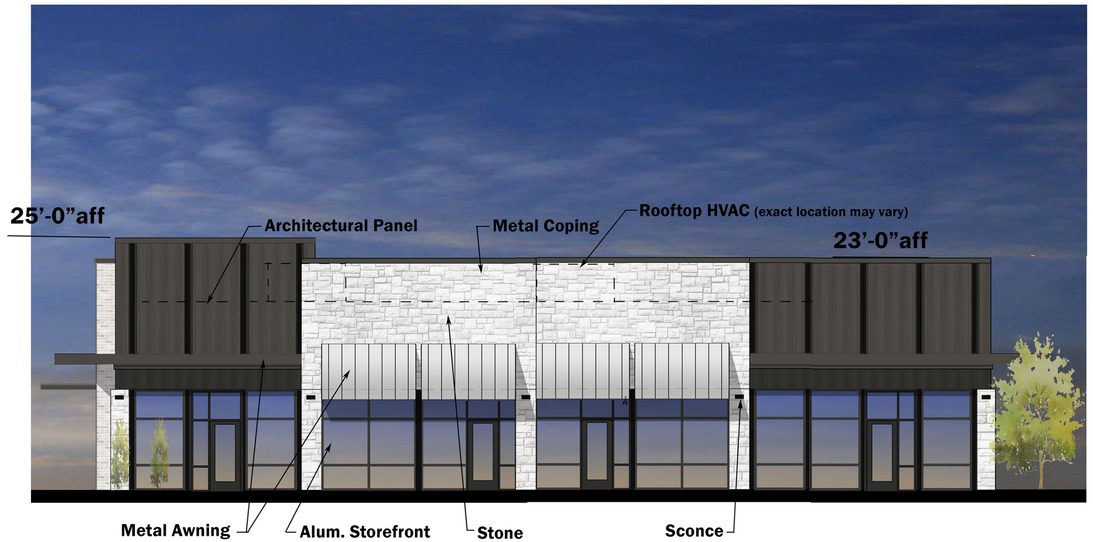
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

FACADE NOTES

This Façade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspections Division.

All mechanical equipment shall be screened from public view. Rooftop mounted equipment shall be screed by a parapet wall or screening wall. Screening walls shall be the specifications of the Zoning Ordinance.

When permitted, exposed utility boxes and conduits shall be painted to match the building.

All signage areas and locations are subject to approval by the Building Inspections Division.

Windows shall have a maximum exterior visible reflectivity of ten (10) percent.

Any deviation from the approved Façade Plan will require re-approval by the Town of Prosper.

NORTH

TOTAL FACADE:	1,615 SF	
DOORS/GLAZING:	323 SF	
NET FACADE:	1,292 SF	100%
MASONRY (STONE):	256 SF	20%
MASONRY (BRICK):	641 SF	49%
TOTAL MASONRY:	69%	
PANELS :	320 SF	25%
METAL AWNING:	75 SF	6%

WEST

TOTAL FACADE:	1,854 SF	
DOORS/GLAZING:	262 SF	
NET FACADE:	1,592 SF	100%
MASONRY (BRICK):	824 SF	52%
TOTAL MASONRY:	52%	
PANELS :	269 SF	17%
METAL AWNING:	66 SF	4%
STUCCO:	433 SF	27%

SOUTH

TOTAL FACADE:	1,617 SF	
DOORS/GLAZING:	76 SF	
NET FACADE:	1,541 SF	100%
MASONRY (STONE):	51 SF	3%
MASONRY (BRICK):	1,147 SF	74%
TOTAL MASONRY:	77%	
PANELS :	277 SF	19%
METAL AWNING:	66 SF	4%

EAST

TOTAL FACADE:	2,062 SF	
DOORS/GLAZING:	773 SF	
NET FACADE:	1,289 SF	100%
MASONRY (STONE):	649 SF	50%
TOTAL MASONRY:	50%	
PANELS :	448 SF	35%
METAL AWNING:	192 SF	15%

TOTAL FACADE:	**7,148 SF**	
TOTAL DOORS/GLAZING:	**1,434 SF**	
NET FACADE	**5,714 SF**	**100%**
TOTAL MASONRY:	**3,568 SF**	**62%**
TOTAL ARCHITECTURAL PANEL:	**1,314 SF**	**23%**
TOTAL AWNINGS:	**399 SF**	**7%**
TOTAL STUCCO:	**433 SF**	**8%**

SITE PLAN
CASE NO.
VICTORY AT FRONTIER LOT 5
1.198 ACRES
PART OF LOT 5, BLOCK A
VICTORY AT FRONTIER, LLC
(VOL. 2018, PAGE 699)
P.R.R.C.T.
TOWN OF PROSPER, COLLIN, TEXAS
PREPARATION DATE: 09/27/2021

OWNER/APPLICANT
VICTORY AT FRONTIER, LLC
6125 LUTHER LANE STE 583
DALLAS, TX 75225-6202
PH: 214-934-2566
CONTACT: BOBBY MENDOZA

LANDSCAPE ARCHITECT
LONDON LANDSCAPES
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ENGINEER
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5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-488-4960
CONTACT: PATRICK FILSON, PE

SURVEYOR
BARTON CHAPA SURVEYING
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-864-1957
CONTACT: JACK BARTON, RPLS

HODGES Architecture

20023-01 tws 06/20/22

LOT 5 VICTORY at FRONTIER

Case Number: S22-0006

TOWN OF PROSPER

Prosper is a place where everyone matters.

PLANNING

To: **Mayor and Town Council**

From: **David Soto, Planning Manager**

Through: **Harlan Jefferson, Town Manager**
Hulon T. Webb, Jr., Interim Executive Director of Development and Infrastructure Services

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Conduct a public hearing and consider and act upon a request to rezone 42.3± acres from Planned Development-38 (PD-38) to Planned Development-Mixed Use, located on the north side of 380, west of Lakewood Drive, in order to allow for a mixed-use development, including multifamily, hotel, office, retail and related uses. (Z22-0004)

Description of Agenda Item:

The zoning and land use of the surrounding properties are as follows:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-38-Retail	Undeveloped	U.S. 380 District
North	Planned Development-111-Single Family	Undeveloped	U.S. 380 District and Medium Density Residential
East	Planned Development-111-Mixed Use	Undeveloped	U.S. 380 District
South	City of McKinney	City of McKinney	City of McKinney
West	PD 38-Retail	Undeveloped	U.S. 380 District

Requested Zoning - The purpose of this request is to rezone 42 acres of PD 38 to create a planned mixed-use development which will include commercial, retail, professional and medical office uses on Lots 1, 2 and 3 and multi-family residential on Lots 4 and 5x.

Of the total 42.3± acres, the applicant plans to build a 4-story, 16,250 sq ft hotel, 61,674 sq ft of retail, and 70,135 sq ft of office. The commercial uses will be approximately 23.51± acres. The applicant plans to build 297 units of multi-family on Lot 4 and 5X which will be approximately 18.18± acres. Of the 297 proposed multifamily units, 186 units (63 percent) will be one-bedroom and 111 units (37 percent) will be two-bedrooms.



P&Z Work Session

The applicant presented the project during a work session with the P&Z Commission on January 18, 2022, where the Commission expressed concerns regarding the multi-family use.

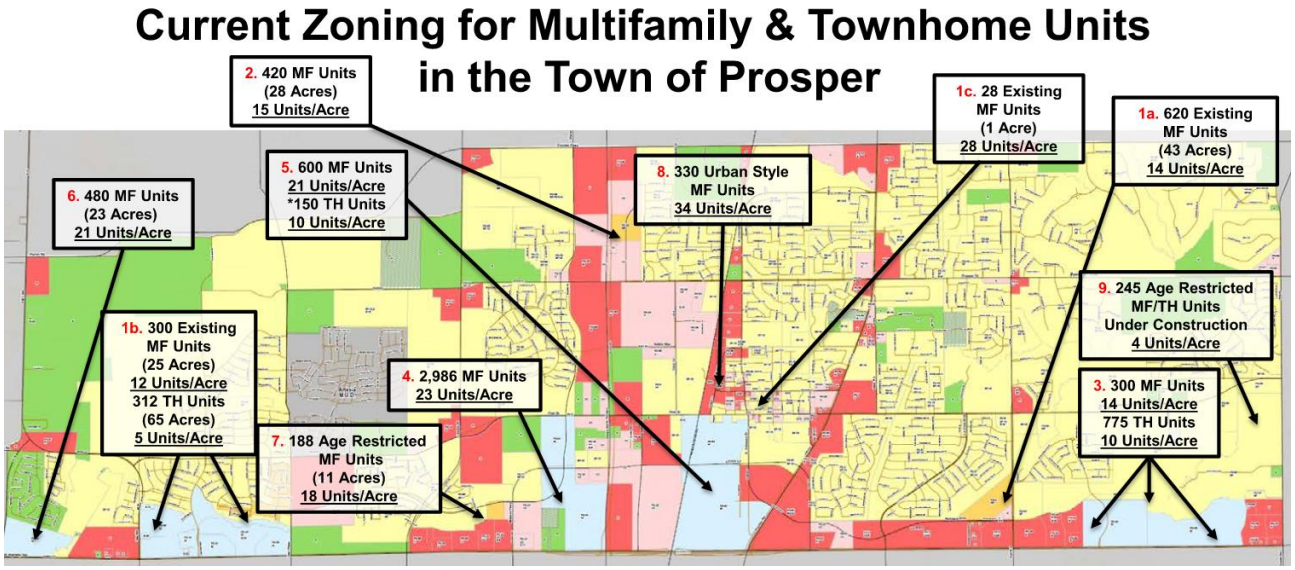
Technical Review of major standards.

Multi-family Units

The proposed maximum density, as described on Exhibit C, is greater than what the Zoning Ordinance permits in the multifamily zoning district. The Town's Zoning Ordinance permits up to 15 units per acre. The applicant has requested a 16.5 units per acre. Refer to comparison table below at the end of this section.

Town-wide Multi-family Units

In addition, there are currently 6,497 multifamily units entitled through zoning approvals in the Town (please see map below). With this request 297 units will be added. Please see map of entitled units below.



Parking

The parking requirement for multifamily units is two parking spaces for every one- and two-bedroom units. The applicant has proposed 1.65 parking spaces per one-bedroom units and 2 parking spaces per two-bedroom units. Refer to comparison table below at the end of this section.

Multifamily Design and Development Standards

In light of the proposed density increase and the parking decrease, staff advised the applicant to follow the design and development standards for building materials. However, the proposed design of the building is not consistent with the Town's design and development standards. The project does not meet the 100 percent masonry requirement. The applicant has proposed the overall percentage to include 50 minimum masonry. The applicant has agreed to enter a development agreement regarding the building materials.



1 Building Type A - Elevation A

Comparison Table regarding Major development standards.

Below is a comparison table outlining the proposed development standards that deviate from the minimum standard per the zoning ordinance.

	Zoning Ordinance	PD request
Density	15 units per acre	16.5 units per acre
Number of units allowed	272 units	299 units (297 units proposed on Exhibit D)
Parking requirements	2 parking spaces bedrooms per 1 bedroom and 2 bedrooms	1.65 parking spaces per one-bedroom units and 2 parking spaces per two-bedroom units
Number of parking spaces required for 186 (1 bedrooms) and 111 (2 bedrooms).	544 parking spaces required	529 parking spaces required
Masonry requirements	100 % masonry	50% minimum masonry

Future Land Use Plan – The Future Land Use Plan recommends Highway 380 District. In addition, the 2012 Comprehensive Plan anticipated the Town at that time to approximately have 6,248 high density residential units at ultimate capacity.

Highway 380 District

Much like the Dallas North Tollway district, the Highway 380 district will contain a variety of different uses. The major contrast between Highway 380 and other districts will be the inclusion of a big box development and commercial service uses. Types of appropriate commercial include hotels, banks, vehicle refilling stations with a convenience store, home service centers with outside storage, garden center with outside storage and other similar uses which serve the community but are not necessarily desired on Preston Road or within the Dallas North Tollway corridor. Residential land uses may be appropriate within certain areas, particularly away from major intersections where retail and commercial will be the highest and best land use. Residential land uses may include patio homes, snout houses, townhomes and brownstones. These residential areas may serve as a buffer between more intense activity along Highway 380 and low density residential areas to the north.



Conformance to Thoroughfare Plan – The property is bounded to the south by US 380 which is a Limited Access Roadway/Freeway with 330 feet of right-of-way (ROW). In addition, the future ROW that is shown for US 380 is not a true representation of what TXDOT is planning. TxDOT has shared their future ROW needs for this area with the Town, and subsequently, staff has shared with the applicant. The applicant is aware of TXDOT's recently modified US 380 plan which currently shows requiring 40 feet +/- additional ROW from what is shown on the applicant's conceptual plan. The applicant has also been informed that all applicable standards of the Planned Development Standards as well as the Town requirements will still be applicable.

Parks Master Plan – The Parks Master Plan does not identify a park on the subject property, at t time.

Legal Obligations and Review:
Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. Staff has received one letter of support in response to this request.

Attached Documents:
1. Aerial and Zoning Maps
2. Proposed Exhibits
3. Letter of Support

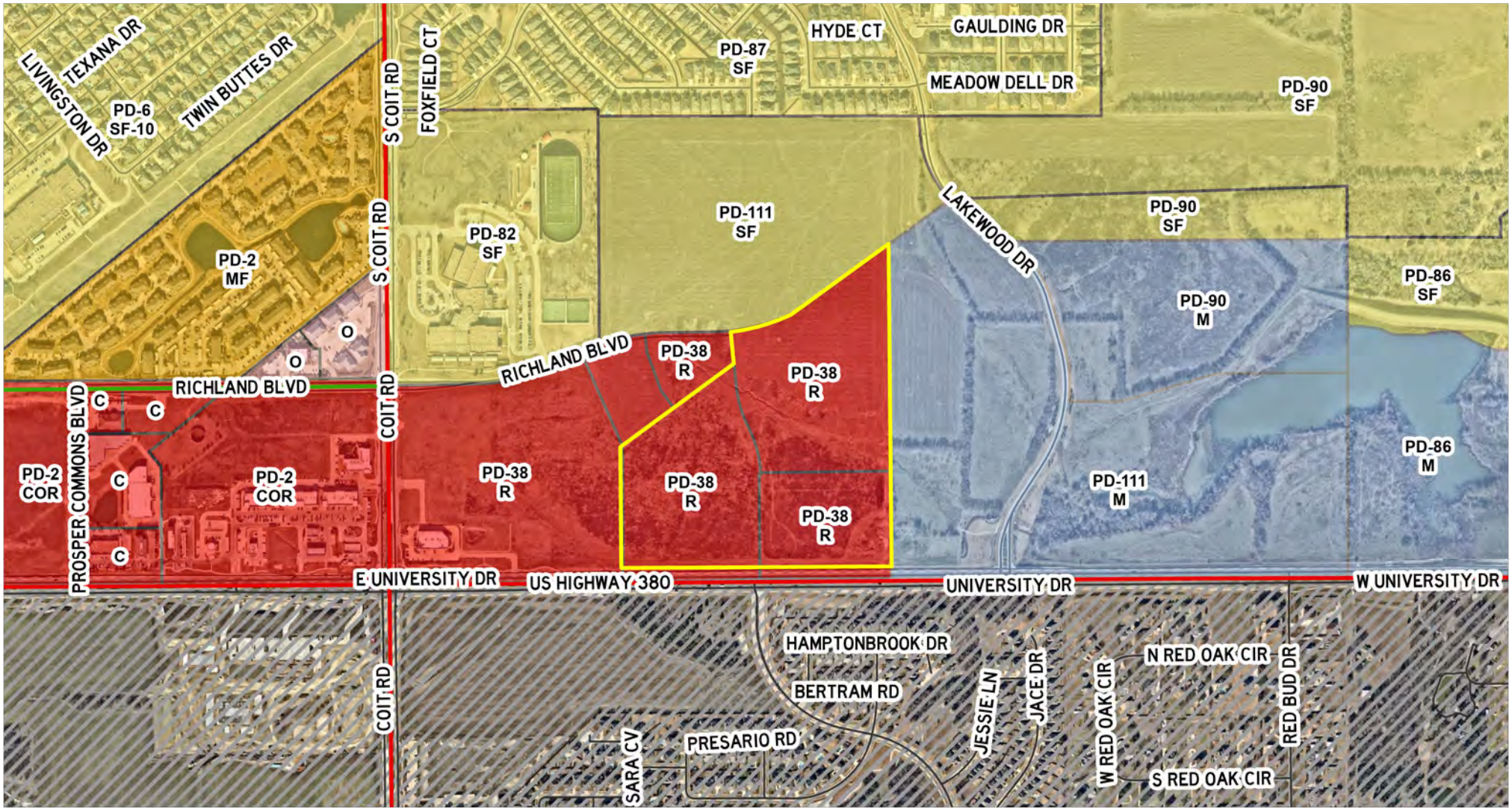
Planning & Zoning Commission Recommendation:
At their July 5, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 5-2.

Town Staff Recommendation:
For reasons stated above in the Technical Review Section of this staff report, staff does not recommend approval of the request to rezone Planned Development-38 (PD-38) to Planned Development-Mixed Use.

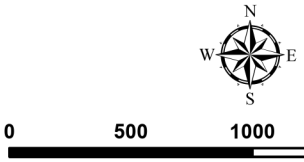
However, if Council chooses to recommend approval, it is recommended subject to the condition that the applicant to honor the current TxDOT's conceptual ROW plans and to reflect it on the next stage of development plans submitted to the Town which include Preliminary Site Plans, Site Plans and Plats.

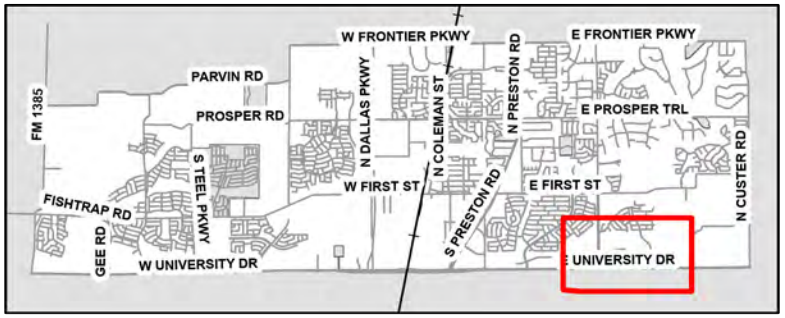
Proposed Motion:
I move to approve/deny the request to request to rezone 42.3± acres from Planned Development-38 (PD-38) to Planned Development-Mixed Use, located on the north side of 380, west of Lakewood Drive, in order to allow for a mixed-use development, including multifamily, hotel, office, retail and related uses. (Z22-0004)

Z22-0004 - Prosper Flats



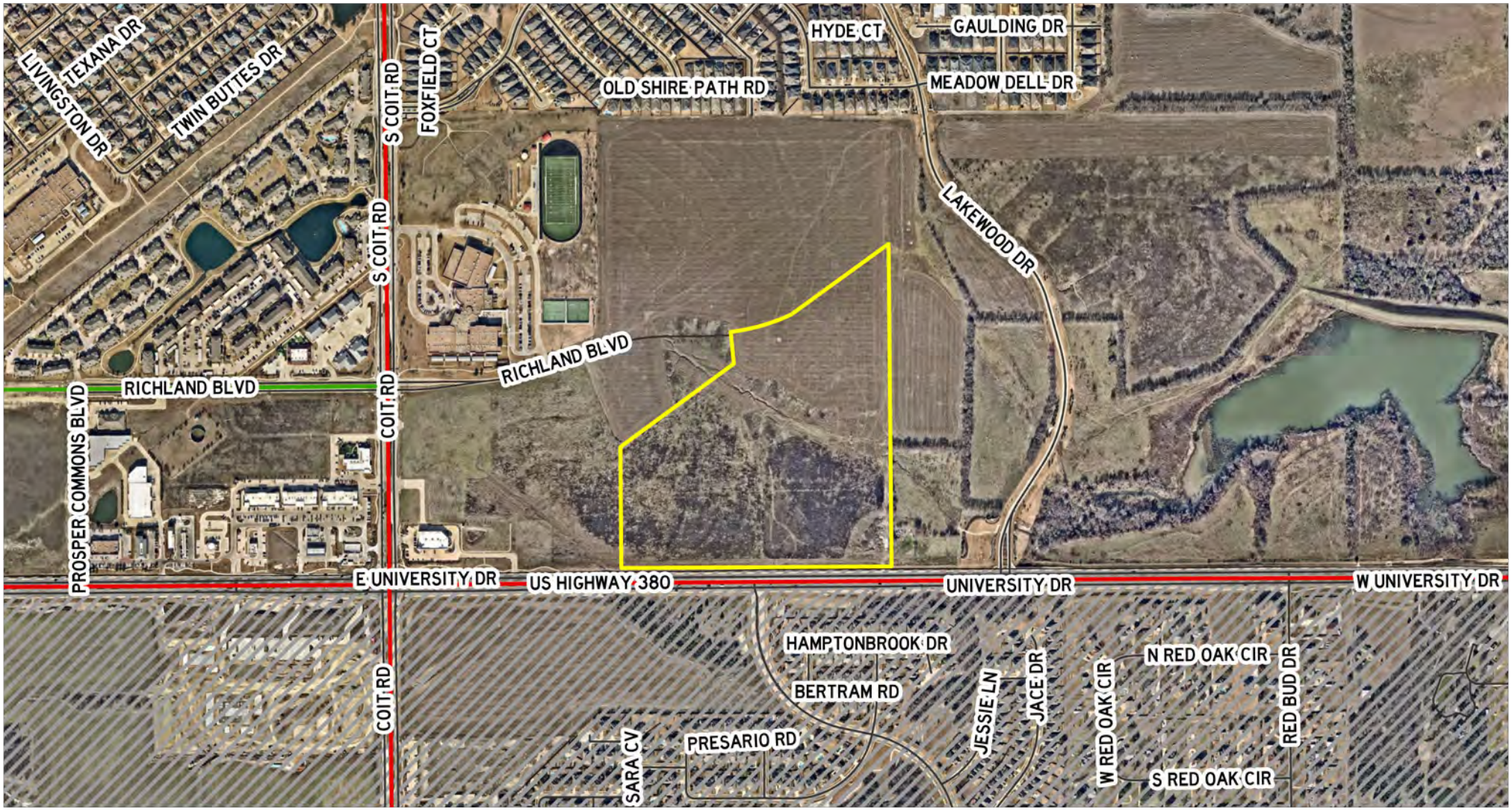
This map is for illustration purposes only.

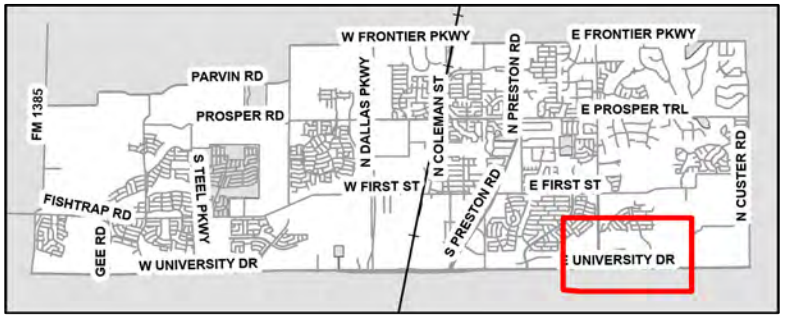




TOWN OF PROSPER

Z22-0004 - Prosper Flats





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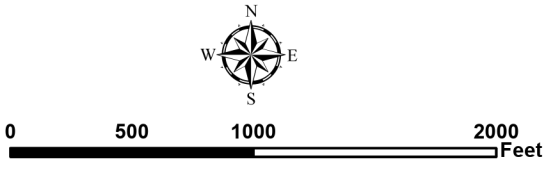
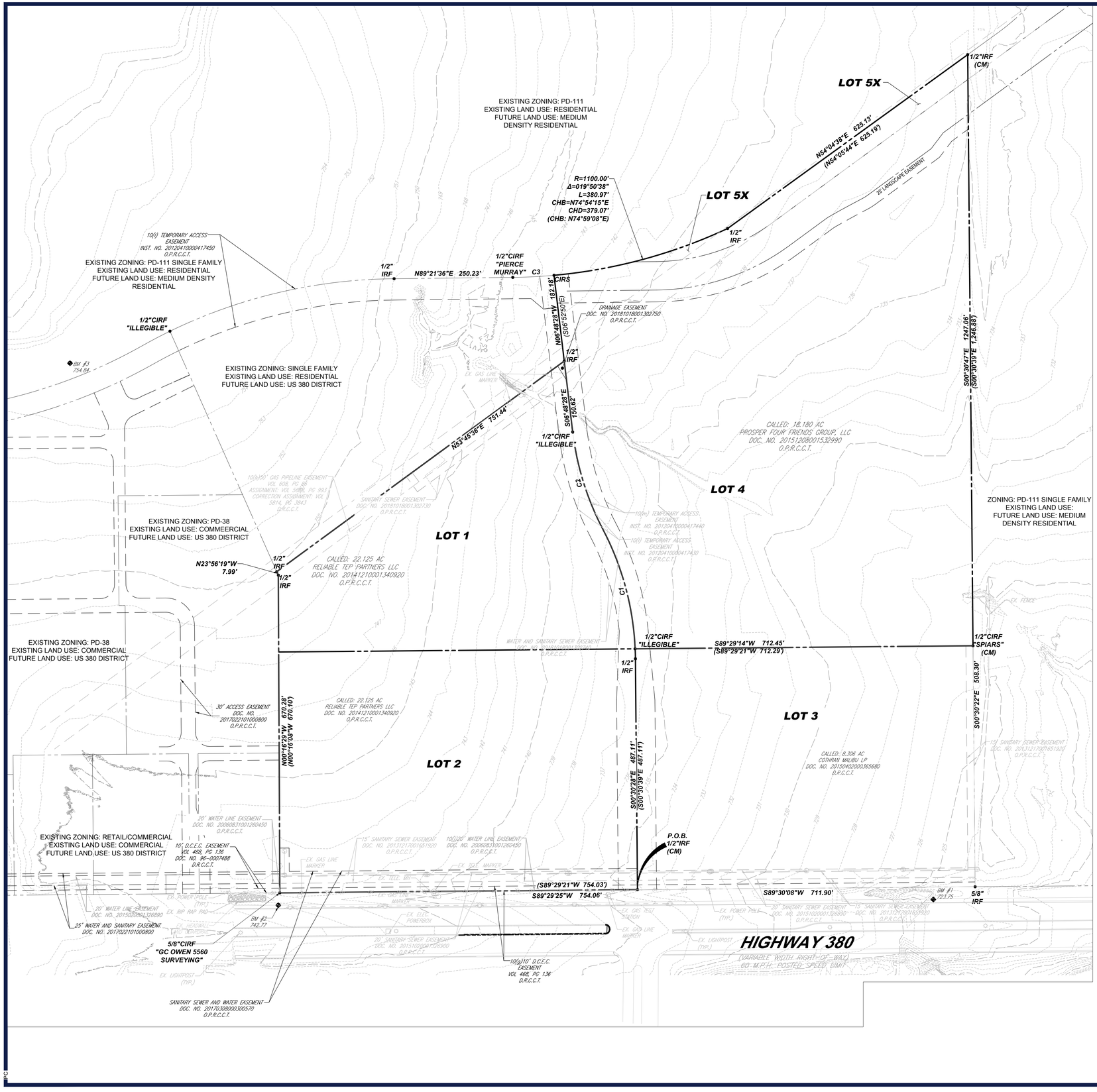


TOWN OF PROSPER





LOCATION MAP

NOTES

1. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT

PRESTONWICK MIXED USE

ABS A0948 I C WILLIAMSON SURVEY, TRACT 1, 15.145 ACRES
ABS A0948 I C WILLIAMSON SURVEY, TRACT 8, 8.306 ACRES
ABS A0948 I C WILLIAMSON SURVEY, TRACT 7, 18.18 ACRES

SURVEYOR:	OWNER:	APPLICANT:
BOHLER 6017 MAIN STREET FRISCO, TX 76107 PHONE: (469) 458-7300 CONTACT: BILLY LOGSDON	RELIABLE TEP PARTNERS LLC PROSPER TX, 75078 CONTACT: BHADRESH TRIVEDI (214) 208-5078	BOHLER 6017 MAIN STREET FRISCO, TX 76107 PHONE: (469) 458-7300 CONTACT: MATHIAS HAUBERT



100 50 25 0 100
1"= 100'

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

811 Know what's below. Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

FOR EXHIBIT PURPOSES ONLY

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	TD212038
DRAWN BY:	PJC
CHECKED BY:	MJH
DATE:	05/02/2022
CAD I.D.:	

PROJECT:

PRESTONWICK MIXED USE

FOR

the NRP group

PROPOSED MIXED USE DEVELOPMENT

NORTHEAST CORNER OF PRESTONWICK HOLLOW DR AND US 380

BOHLER
6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

SHEET TITLE:

Z22-0004 EXHIBIT A1 ZONING EXHIBIT

SHEET NUMBER:

ORG. DATE - 1/31/2022

May 02, 2022
H:\21\TD212038\CAD\DRAWINGS\CONCEPTS\TD212038 - CP2-----HLAYOUT EXHIBIT A1 ZONING
PJC

Exhibit A2 - Legal Description

BEING of a tract of land situated in the Town of Prosper, Collin County, Texas, a part of the I. C. Williamson Survey, Abstract Number 948, being part of a called 22.125 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Reliable TEP Partners LLC, as recorded in Document Number 20141210001340920, Official Public Records Collin County, Texas (O.P.R.C.C.T.), being all of a called 18.180 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Prosper Four Friends Group LLC, as recorded in Document Number 20151208001532990 (O.P.R.C.C.T.), and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southeast corner of said 22.125 acre tract of land, said iron rod being at the southwest corner of a called 8.306 acre tract of land described in a Special Warranty Deed to Cothran Malibu Investments, Inc., as recorded in Document Number 20150402000365680, (O.P.R.C.C.T.) and said iron rod being in the north line of U.S. Highway 380 (a variable width right-of-way), from which a five-eighths inch iron rod found at the southeast corner of said 8.306 acre tract of land bears South 89 degrees 30 minutes 08 seconds East, 711.90 feet;

THENCE South 89 degrees 29 minutes 25 seconds West, 754.06 feet along the south line of said 22.125 acre tract of land and along the north line of U.S. Highway 380 to a five-eighths inch iron rod with cap stamped "GC OWEN 5560 SURVEYING" found at the southwest corner of said 22.125 acre tract of land, said iron rod being at the southeast corner of a Lot 5, Block A of Lot 2 – 12, Block A Prosper Crossing, an addition to the Town of Prosper, as recorded in Document Number 20170221010000800 (O.P.R.C.C.T.);

THENCE North 00 degrees 16 minutes 29 seconds West, 670.28 feet along the west line of said 22.125 acre tract of land to a one-half inch iron rod found in the east line of Lot 4, said Block A;

THENCE North 23 degrees 56 minutes 19 seconds West, 7.99 feet along the west line of said 22.125 acre tract of land and along the east line of said Lot 4 to a one-half inch iron rod found at the southwest corner of a called 6.98 acre tract of land described in a General Warranty Deed with Vendor's Lien to Sanskriti Uno, LLC, as recorded in Document Number 20161117001560400 (O.P.R.C.C.T.), from which a one-half inch iron rod with cap that is illegible found at the northwest corner of said 6.98 acre tract of land bears North 23 degrees 56 minutes 19 seconds West, 554.97 feet;

THENCE North 53 degrees 45 minutes 36 seconds East, 751.44 feet along the south line of said 6.98 acre tract of land to a one-half inch iron rod found in the east line of said 22.125 acre tract of land, said iron rod being in the west line of said 18.180 acre tract of land and said iron rod being at the southeast corner of said 6.98 acre tract of land, from which a one-half inch iron rod with cap that is illegible found in the east line of said 22.125 acre tract of land and the west line of said 18.180 acre tract of land bears South 06 degrees 48 minutes 28 seconds East, 150.62 feet;

THENCE North 06 degrees 48 minutes 28 seconds West, 182.18 feet along the east line of said 6.98 acre tract of land and along the west line of said 18.180 acre tract of land to a one-half inch iron rod with cap stamped "BOHLER ENG" set at the northwest corner of said 18.180 acre tract of land, said iron rod being at the northeast corner of said 6.98 acre tract of land, from which a one-half inch iron rod with cap stamped "PIERCE MURRAY" found in the north line of said 6.98 acre tract of land bears Southwesterly, 87.04 feet along a non-tangent curve to the right having a central angle of 04 degrees 32 minutes 02 seconds, a radius of 1,100.00 feet, a tangent of 43.54 feet, and whose chord bears South 87 degrees 05 minutes 34 seconds West, 87.02 feet;

THENCE Northeasterly, 380.97 feet along the north line of said 18.180 acre tract of land and along a curve to the left having a central angle of 19 degrees 50 minutes 38 seconds, a radius of 1,100.00 feet, a tangent of 192.41 feet, and whose chord bears North 74 degrees 54 minutes 15 seconds East, 379.07 feet to a one-half inch iron rod found for corner;

THENCE North 54 degrees 04 minutes 38 seconds East, 625.13 feet along the north line of said 18.180 acre tract of land to a one-half inch iron rod found at the northeast corner of said 18.180 acre tract of land, said iron rod being in the west line of a called 330.801 acre tract of land described in a Special Warranty Deed with Vendor's Lien to 330 Prosper L.P., as recorded in Document Number 20060811001152020 (O.P.R.C.C.T.);

THENCE South 00 degrees 30 minutes 47 seconds East, 1,247.06 feet along the east line of said 18.180 acre tract of land and along the west line of said 330.801 acre tract of land to a one-half inch iron rod with cap stamped "SPIARS" found at the southeast corner of said 18.180 acre tract of land, said iron rod being at the northeast corner of said 8.306 acre tract of land, from which a five-eighths inch iron rod found at the southeast corner of said 8.306 acre tract of land bears South 00 degrees 30 minutes 22 seconds East, 508.30 feet;

THENCE South 89 degrees 29 minutes 14 seconds West, 712.45 feet along the south line of said 18.180 acre tract of land and along the north line of said 8.306 acre tract of land to a one-half inch iron rod with cap that is illegible found at the southwest corner of said 18.180 acre tract of land, said iron rod being at the northwest corner of said 8.306 acre tract of land and said iron rod being in the east line of said 22.125 acre tract of land;

THENCE Southeasterly, 21.01 feet along the east line of said 22.125 acre tract of land, along the west line of said 8.306 acre tract of land and along a curve to the right having a central angle of 02 degrees 00 minutes 24 seconds, a radius of 600.00 feet, a tangent of 10.51 feet, and whose chord bears South 01 degrees 31 minutes 55 seconds East, 21.01 feet to a one-half inch iron rod found for corner;

THENCE South 00 degrees 30 minutes 28 seconds East, 487.11 feet along the east line of said 22.125 acre tract of land and along the west line of said 8.306 acre tract of land to the **POINT OF BEGINNING** and containing 1,451,474 square feet or 33.321 acres of land.

BASIS OF BEARING:

The basis of bearing is derived from the GPS observations using the Texas WDS RTK Cooperative Network - Texas State Plane Coordinate System, North Central Zone (4202), NAD83 and referenced to the City of Frisco geodetic monuments.

6017 Main
Frisco, TX 75034
469.458.7300

Z22-0004
Exhibit B
Statement of Intent

STATEMENT OF INTENT: Remove total acreage from PD 38 and create an individual planned mixed-use development including Commercial, Retail, Professional and Medical Office (Lots 1, 2, and 3), and Residential Multi-family (Lot 4 and 5x). Exhibit A further depicts the approximate areas of each component.

STATEMENT OF PURPOSE: The purpose of this Planned Development District is to create development within the district that encourages a mixed-use urban environment with entertainment and hospitality uses along with all retail and office uses supported by a residential component.

BOHLER

6017 Main
Frisco, TX 75034
469.458.7300

Z22-0004
Exhibit C
Planned Development Standards

STATEMENT OF EFFECT: Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance, as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply

A. BASE ZONING DISTRICT:

1) The portion of the Property shown as Lot 1, Lot 2, and Lot 3 on Exhibit A1 – Zoning Exhibit and Exhibit D – Zoning Site Plan, shall be developed and used in accordance with "C" – Commercial District zoning regulations except as provided herein.
2) The portion of the Property shown as Lot 4 on Exhibit A1 – Zoning Exhibit and Exhibit D – Zoning Site Plan shall be developed and used in accordance with the "MF" Multifamily District zoning regulations except as provided herein.
3) The portion of the Property shown on Exhibit A1 – Zoning Exhibit and Exhibit D - Zoning Site Plan as Lot 5x shall be an open space lot.
4) Lot 5x shall be owned and maintained by the owner of Lot 4.

B. SCREENING AND FENCING:

1) All screening and fencing in the Planned Development area shall conform to the specifications as follows:
    i. Fencing shall be generally installed as shown on Exhibit D – Zoning Site Plan.
    ii. All fencing shall be rod iron or masonry (brick, stone, stucco). Solid wood fencing is prohibited.

C. LANDSCAPING:

1) All external property lines of the Planned Development area shall have landscaped screening as follows:
    i. US 380 Landscape
        a. The landscape easement shall be thirty (30) feet in width.
        b. Tree plantings shall be provided at minimum rate of a four (4) inch Caliper shade tree (at the time of planting) per twenty-five (25) lineal feet. Shrub plantings shall be provided at a lineal rate of 40 five (5) gallon shrubs (at the time of planting) per a minimum thirty (30) lineal feet.

c. Berms within Landscape Easement ranging in height from 3’ to 6’ and have an overall average height of 4.5’ or more.

ii. Richland Blvd Landscape

a. The landscape easement shall be twenty-five (25) feet in width.

b. Tree plantings shall be provided at a minimum rate of a four (4) inch caliper shade tree per twenty (20) linear feet. Shrub plantings shall be provided at a minimum rate of 20 ten (10) gallon shrubs per thirty (30) linear feet.

c. Berms along the north side of Richland Boulevard, as permitted by gas easement holder of average 4’ height.

d. Berms along south side of Richland Boulevard within Landscape Easement with minimum height of 3’.

iii. East Buffer

a. The landscape easement shall be twenty-five (25) feet in width.

b. Tree plantings shall be provided at minimum rate of a four (4) inch Caliper shade tree (at the time of planting) per twenty (20) lineal feet. Shrub plantings shall be provided at a lineal rate of 40 five (5) gallon shrubs (at the time of planting) per a minimum thirty (30) lineal feet.

iv. West Buffer

a. The landscape buffer shall be five (5) feet in width.

b. One small (ornamental) tree and one five (5) gallon shrub shall be plated every 15 linear feet. Clustering of trees and shrubs shall be permitted.

v. Parking Buffer

a. Parking abutting perimeter landscape areas shall be screened from the adjacent roadway by shrubs or berms.

2) Multifamily screening along the west boundary of Lot 4 will not be required.

D. PARKING:

1) Parking shall be incorporated for Lot 4 as follows:

i. All parking must be provided on-site

2) Parking ratios shall be incorporated for Lot 4 as follows:

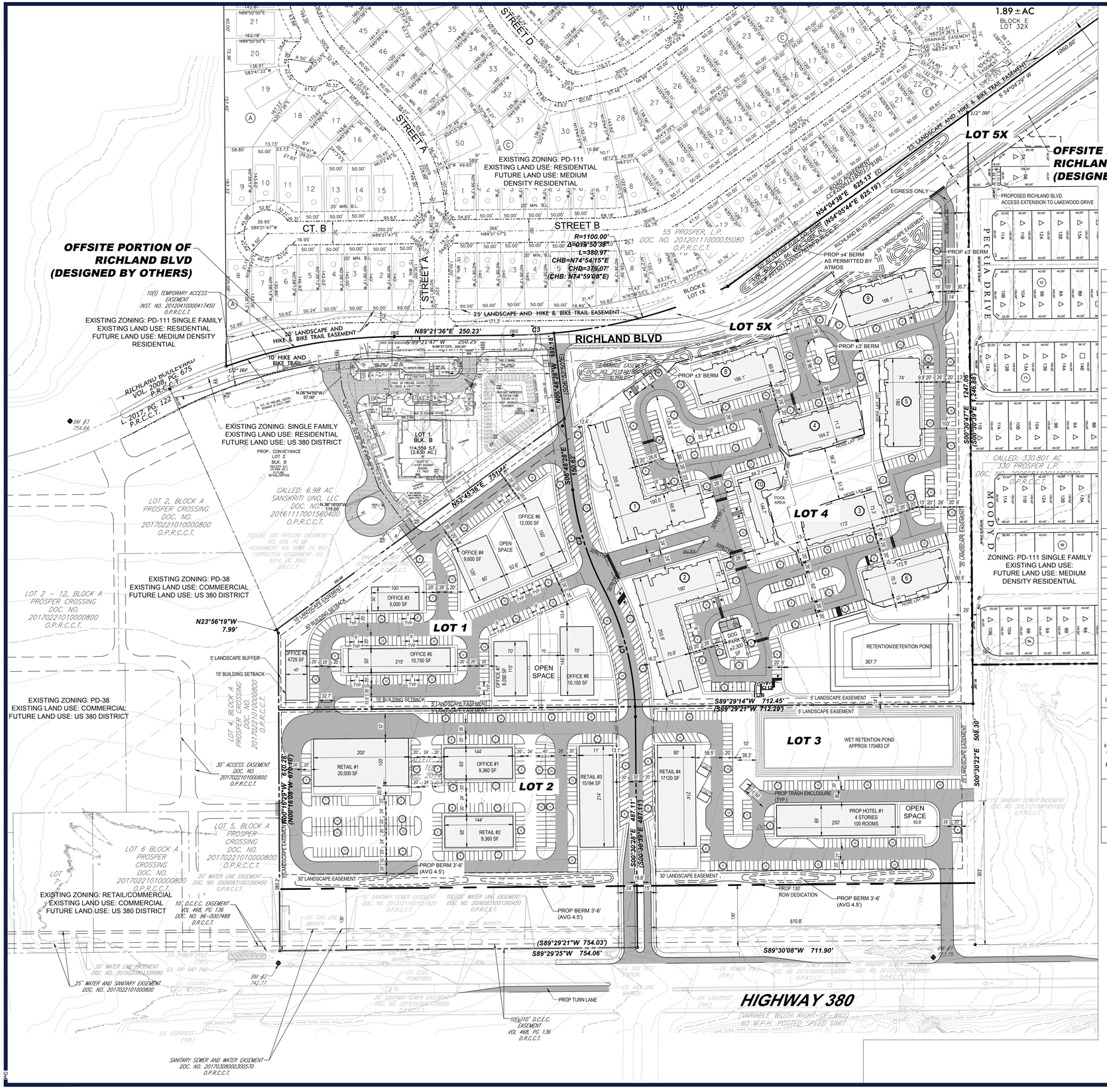
i. 1.65 spaces per one-bedroom unit.

ii. 2.0 spaces per two-bedroom unit.

E. LOT USE REGULATIONS AND RESTRICTIONS:

Use regulations shall be in accordance with "C" – Commercial District for Lot 1, Lot 2, and Lot 3 and "MF" – Multifamily District for Lot 4, subject to the following conditions:

1) Lot 1, Lot 2, and Lot3:
    i. Permitted Uses:
        a. Inline (end cap) Drive-through restaurants
            a. A maximum of two end cap drive-thru's shall be permissible
            b. End cap drive-thru shall only be permissible on Lot 2 and Lot 3
2) Lot 4:
    i. Minimum Building Setbacks:
        a. Front Yard Setback: Ten feet (10')
        b. Side Yard Setback: Ten feet (10')
        c. Rear Yard Setback: Fifty feet (50')
    ii. Minimum Unit Dwelling Area:
        a. One (1) Bedroom Unit: Six Hundred Fifty square feet (650 SF)
        b. Two (2) Bedroom Unit: One Thousand Fifty square feet (1050 SF)
        c. Three (3) Bedroom and larger units are prohibited.
    iii. Maximum Permitted Density:
        a. Density shall not exceed (16.5) units per net acre. This includes ROW dedication for Richland Blvd and Lot 5x Open Space.


OFFSITE PORTION OF RICHLAND BLVD (DESIGNED BY OTHERS)
EXISTING ZONING: PD-111
EXISTING LAND USE: RESIDENTIAL
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING: PD-111 SINGLE FAMILY
EXISTING LAND USE: RESIDENTIAL
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING: SINGLE FAMILY
EXISTING LAND USE: RESIDENTIAL
FUTURE LAND USE: US 380 DISTRICT
EXISTING ZONING: PD-38
EXISTING LAND USE: COMMEERCIAL
FUTURE LAND USE: US 380 DISTRICT
EXISTING ZONING: PD-38
EXISTING LAND USE: COMMERCIAL
FUTURE LAND USE: US 380 DISTRICT
EXISTING ZONING: RETAIL/COMMERCIAL
EXISTING LAND USE: COMMERCIAL
FUTURE LAND USE: US 380 DISTRICT
ZONING: PD-111 SINGLE FAMILY
EXISTING LAND USE:
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
1.89 ± AC
BLOCK E
LOT 32X
LOT 5X
OFFSITE PORTION OF RICHLAND BLVD (DESIGNED BY OTHERS)
RICHLAND BLVD
STREET A
STREET B
STREET D
CT. B
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5X
BLOCK E LOT 1X
PROPOSED RICHLAND BLVD. ACCESS EXTENSION TO LAKEWOOD DRIVE
PERIA DRIVE
MOODY D
EGRESS ONLY
RICHLAND BLVD (PROPOSED)
25' LANDSCAPE AND HIKE & BIKE TRAIL EASEMENT
10' HIKE AND BIKE TRAIL
PROP ±3' BERM
PROP ±4' BERM AS PERMITTED BY ATMOS
55 PROSPER, L.P. DOC. NO. 20120111000035080 O.P.R.C.C.T.
CALLED: 330.801 AC. 330 PROSPER L.P. DOC. NO. 20080814001149600 O.P.R.C.C.T.
CALLED: 6.98 AC SANSKRITI UNO, LLC DOC. NO. 20161117001560400 O.P.R.C.C.T.
LOT 2, BLOCK A PROSPER CROSSING DOC. NO. 20170221010000800 O.P.R.C.C.T.
LOT 2 – 12, BLOCK A PROSPER CROSSING DOC. NO. 20170221010000800 O.P.R.C.C.T.
LOT 4, BLOCK A PROSPER CROSSING DOC. NO. 20170221010000800 O.P.R.C.C.T.
LOT 5, BLOCK A PROSPER CROSSING DOC. NO. 20170221010000800 O.P.R.C.C.T.
LOT 6 BLOCK A PROSPER CROSSING DOC. NO. 20170221010000800 O.P.R.C.C.T.
LOT 7
RETAIL #1 20,000 SF
RETAIL #2 9,360 SF
RETAIL #3 15194 SF
RETAIL #4 17120 SF
OFFICE #1 9,360 SF
OFFICE #2 4725 SF
OFFICE #3 5,000 SF
OFFICE #4 9,600 SF
OFFICE #5 10,750 SF
OFFICE #6 12,000 SF
OFFICE #7 8,050 SF
OFFICE #8 10,150 SF
PROP HOTEL #1 4 STORIES 100 ROOMS
DOG PARK ±2,300 SF
POOL AREA
OPEN SPACE
RETENTION/DETENTION POND
WET RETENTION POND APPROX 170483 CF
PROP TRASH ENCLOSURE (TYP.)
PROP TURN LANE
PROP 130' ROW DEDICATION
PROP BERM 3'-6" (AVG 4.5')
HIGHWAY 380
[VARIABLE WIDTH, RIGHT-OF-WAY]
60 M.P.H. POSTED SPEED LIMIT
EX. GAS LINE MARKER
EX. TEST MARKER
EX. ELEC. POWERBOX
EX. LIGHTPOST (TYP.)
EX. POWER POLE (TYP.)
EX. HEADWALL
EX. RIP RAP PAD
BM #1 754.84'
BM #2 742.77'
BM #3 713.75'
N89°21'36"E 250.23'
S89°21'47"W 250.25'
N23°56'19"W 7.99'
S89°29'14"W 712.45'
(S89°29'21"W 712.29')
S89°29'21"W 754.03'
S89°29'25"W 754.06'
S89°30'08"W 711.90'
S00°30'28"E 487.11'
S00°30'39"E 487.11'
S00°30'47"E 1246.88'
S00°30'22"E 508.20'
N54°04'38"E 625.19'
S 54°04'29" W
1060.80'
N 54°04'29" E
1247.06'
N53°48'36"E 751.44'
N 36°16'00"W 115.00'
N 08°54'55"W 57.00'
N 00°16'28"W 670.28'
(N00°16'28"W 670.28')
R=1100.00'
Δ=019°13'38"
L=380.97'
CHB=N74°54'15"E
CHD=379.07'
(CHB: N74°59'08"E)
10(i) TEMPORARY ACCESS EASEMENT INST. NO. 20120410000417450 O.P.R.C.C.T.
26' LANDSCAPE AND HIKE & BIKE TRAIL EASEMENT
25' LANDSCAPE AND HIKE & BIKE TRAIL EASEMENT
30' ACCESS EASEMENT DOC. NO. 20170221010000800 O.P.R.C.C.T.
10' D.C.E.C. EASEMENT VOL. 468, PG. 136 DOC. NO. 96-0007488 D.R.C.C.T.
20' WATER LINE EASEMENT DOC. NO. 20150205001326890
25' WATER AND SANITARY EASEMENT DOC. NO. 20170221010000800
SANITARY SEWER AND WATER EASEMENT DOC. NO. 20170308000302570 O.P.R.C.C.T.
10(g)10' D.C.E.C. EASEMENT VOL. 468, PG. 136 D.R.C.C.T.
15' SANITARY SEWER EASEMENT DOC. NO. 20131217001651920 O.P.R.C.C.T.
100'/20' WATER LINE EASEMENT DOC. NO. 20060831001260450 O.P.R.C.C.T.
20' SANITARY SEWER EASEMENT DOC. NO. 20150102000326890 O.P.R.C.C.T.
15' SANITARY SEWER EASEMENT DOC. NO. 20131217001651920 O.P.R.C.C.T.
100'x80' GAS PIPELINE EASEMENT VOL. 606, PG. 98 ASSIGNED TO DCP DOC. NO. 2005 PG 993 CORRECTION ASSIGNMENT, VOL. 5814, PG. 3943 D.R.C.C.T.
RICHLAND BOULEVARD VOL. 2009, PG. 675 P.R.C.C.T.
L. 2017, PG. 122 P.R.C.C.T.
1/2" IRF
IRS
LOT 1 BLK. 1 114,559 S.F. (2.630 AC.)
PROP. CONVEYANCE LOT 2 BLK. B 59,229 S.F. (1.4369 AC.) TO BE REPLATTED
OFFICE 4 STORY W/BASEMENT 30'/60' MAX. HT. 3 SPACES PER 1,000 SF
OFFICE 5 STORY W/BASEMENT 30'/60' MAX. HT. 3 SPACES PER 1,000 SF
RETAIL 1 STORY 30'/60' MAX. HT. 4 SPACES PER 1,000 SF
RESTAURANT 1 STORY 30'/60' MAX. HT. 10 SPACES PER 1,000 SF
OFFICE 3 STORY 30'/60' MAX. HT. 3 SPACES PER 1,000 SF
OFFICE 1 STORY 30'/60' MAX. HT. 3 SPACES PER 1,000 SF
RETAIL 1 STORY 30'/60' MAX. HT. 4 SPACES PER 1,000 SF
RESTAURANT 1 STORY 30'/60' MAX. HT. 10

DEVELOPMENT SCHEDULE

HOTEL BREAKING GROUND	Q1 2023
COMMERCIAL BREAKING GROUND	Q1 2023
MULTIFAMILY BREAKING GROUND	Q1 2023
OFFICE BREAKING GROUND	Q3 2023

Exhibit F1



Z22-0004

Sample Retail Elevations

Exhibit F1



Sample Office Elevations

EXHIBIT F2 - MULTIFAMILY ELEVATIONS



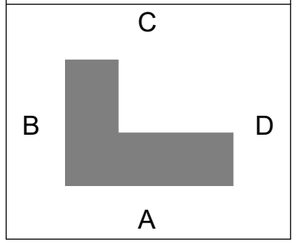
MASONRY - 68%
BOARD & BATTEN - 33%

1 Building Type A - Elevation A
1" = 20'-0"

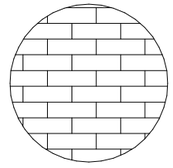
TOTAL FOR ENTIRE BUILDING:

MASONRY - 50%
BOARD & BATTEN - 34%
LAP - 16%

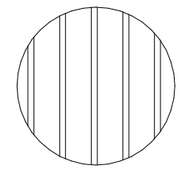
Elevation Key Plan



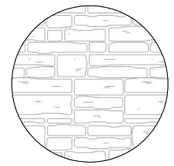
MATERIAL LEGEND



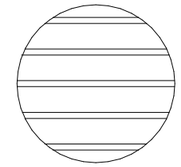
BRICK



BOARD & BATTEN



STONE ASHLAR PATTERN



LAP SIDING



MASONRY - 65%
BOARD & BATTEN - 13%
LAP - 22%

2 Building Type A - Elevation B
1" = 20'-0"

GRAPHIC SCALE 1"=20'



PRESTON WICK MIXED USE

Owner:
- Bhadresh Trivedi
- 2504 Loftsmoor Ln, Plano, TX 75025
- 214-208-5078

Applicant:
- Jon Kendall
- Bohler Engineering
- 6017 Main Street, Frisco, TX 75034
- 469-458-7300

Surveyor:
- Billy M Logsdon, JR.
- Bohler
- 6017 Main Street, Frisco, TX 75034
- 469-458-7300

Building A - Elevations

1

05-26-2022

NRP

Scale As i

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EXHIBIT F2 - MULTIFAMILY ELEVATIONS



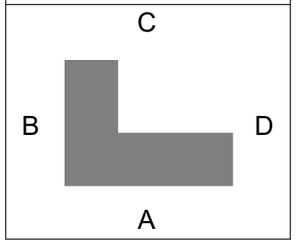
MASONRY - 36%
BOARD & BATTEN - 40%
LAP SIDING - 25%

1 Building Type A - Elevation C
1" = 20'-0"

TOTAL FOR ENTIRE BUILDING:

MASONRY - 50%
BOARD & BATTEN - 34%
LAP - 16%

Elevation Key Plan



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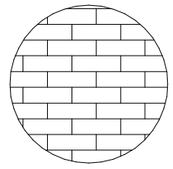
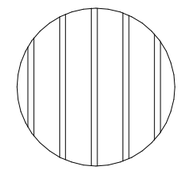
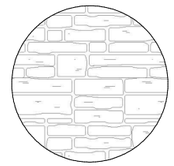


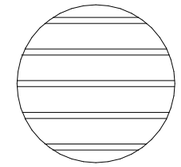
BRICK



BOARD & BATTEN



STONE ASHLAR PATTERN



LAP SIDING



MASONRY - 32%
BOARD & BATTEN - 51%
LAP - 17%

2 Building Type A - Elevation D
1" = 20'-0"

GRAPHIC SCALE 1"=20'



PRESTON WICK MIXED USE

Owner:
- Bhadresh Trivedi
- 2504 Loftsmoor Ln, Plano, TX 75025
- 214-208-5078

Applicant:
- Jon Kendall
- Bohler Engineering
- 6017 Main Street, Frisco, TX 75034
- 469-458-7300

Surveyor:
- Billy M Logsdon, JR.
- Bohler
- 6017 Main Street, Frisco, TX 75034
- 469-458-7300

Building A - Elevations

2

05-26-2022

NRP

Scale As i

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EXHIBIT F2 - MULTIFAMILY ELEVATIONS



MASONRY - 54%
BOARD & BATTEN - 43%
LAP - 3%

1 Building Type B - Elevation A
1" = 20'-0"

TOTAL FOR ENTIRE BUILDING:

MASONRY - 54%
BOARD & BATTEN - 36%
LAP - 10%

Elevation Key Plan





MASONRY - 72%
BOARD & BATTEN - 28%
LAP - 0%

2 Building Type B - Elevation B
1" = 20'-0"



MASONRY - 75%
BOARD & BATTEN - 25%
LAP - 0%

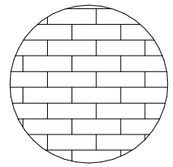
4 Building Type B - Elevation D
1" = 20'-0"



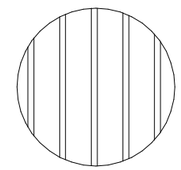
MASONRY - 34%
BOARD & BATTEN - 38%
LAP - 28%

3 Building Type B - Elevation C
1" = 20'-0"

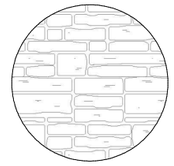
MATERIAL LEGEND



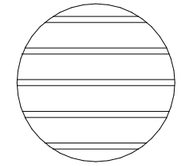
BRICK



BOARD & BATTEN



STONE ASHLAR PATTERN



LAP SIDING

GRAPHIC SCALE 1"=20'



PRESTON WICK MIXED USE

Owner:
- Bhadresh Trivedi
- 2504 Loftsmoor Ln, Plano, TX 75025
- 214-208-5078

Applicant:
- Jon Kendall
- Bohler Engineering
- 6017 Main Street, Frisco, TX 75034
- 469-458-7300

Surveyor:
- Billy M Logsdon, JR.
- Bohler
- 6017 Main Street, Frisco, TX 75034
- 469-458-7300

Building B - Elevations

3

05-26-2022

NRP

Scale As i

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EXHIBIT F2 - MULTIFAMILY ELEVATIONS



MASONRY - 43%
BOARD & BATTEN - 43%
LAP - 13%

3 Building Type C - Elevation C
1" = 20'-0"



MASONRY - 62%
BOARD & BATTEN - 38%

2 Building Type C - Elevation B
1" = 20'-0"



MASONRY - 63%
BOARD & BATTEN - 37%

4 Building Type C - Elevation D
1" = 20'-0"



MASONRY - 50%
BOARD & BATTEN - 44%
LAP - 6%

1 Building Type C - Elevation A
1" = 20'-0"

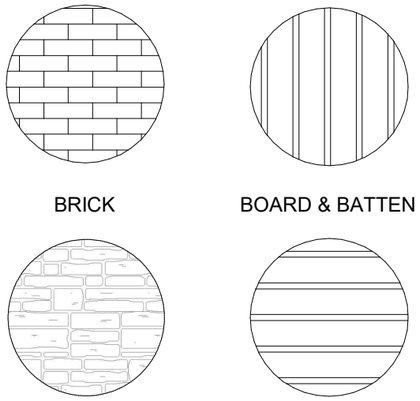
TOTAL FOR ENTIRE BUILDING:

MASONRY - 52%
BOARD & BATTEN - 41%
LAP - 6%

Elevation Key Plan



MATERIAL LEGEND



GRAPHIC SCALE 1"=20'



PRESTON WICK MIXED USE

Owner:
- Bhadresh Trivedi
- 2504 Loftsmoor Ln, Plano, TX 75025
- 214-208-5078

Applicant:
- Jon Kendall
- Bohler Engineering
- 6017 Main Street, Frisco, TX 75034
- 469-458-7300

Surveyor:
- Billy M Logsdon, JR.
- Bohler
- 6017 Main Street, Frisco, TX 75034
- 469-458-7300

Building C - Elevations

4

05-26-2022

NRP

Scale As i

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EXHIBIT F2 - MULTIFAMILY ELEVATIONS

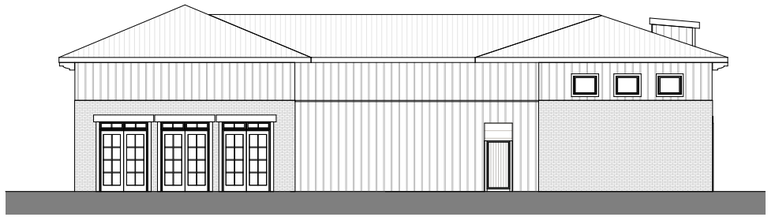
TOTAL FOR ENTIRE BUILDING:

MASONRY - 46%
BOARD & BATTEN - 54%



1 Club House - Elevation A
1" = 20'-0"

MASONRY - 47%
BOARD & BATTEN - 53%



2 Club House - Elevation B
1" = 20'-0"

MASONRY - 37%
BOARD & BATTEN - 63%



3 Club House - Elevation C
1" = 20'-0"

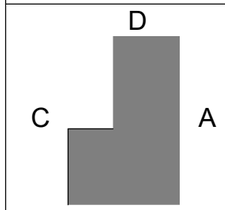
MASONRY - 44%
BOARD & BATTEN - 56%



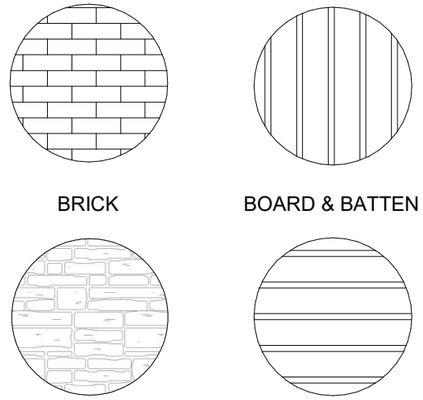
4 Club House - Elevation D
1" = 20'-0"

MASONRY - 58%
BOARD & BATTEN - 42%

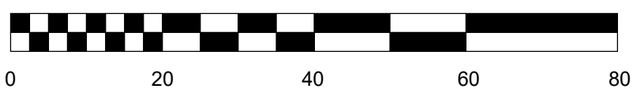
Elevation Key Plan



MATERIAL LEGEND



GRAPHIC SCALE 1"=20'



PRESTON WICK MIXED USE

Owner:
- Bhadresh Trivedi
- 2504 Loftsmoor Ln, Plano, TX 75025
- 214-208-5078

Applicant:
- Jon Kendall
- Bohler Engineering
- 6017 Main Street, Frisco, TX 75034
- 469-458-7300

Surveyor:
- Billy M Logsdon, JR.
- Bohler
- 6017 Main Street, Frisco, TX 75034
- 469-458-7300

Clubhouse - Elevations

5

05-26-2022

NRP

Scale As i

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LANDSCAPE CALCULATIONS

US-380	
Property Line Length (LF)	1465
# of Shade Trees	1
per LF	25
# of Shrubs	40
per LF	30
TOTAL SHADE TREES	59 (4) inch trees
TOTAL SHRUBS	1953 5g shrubs
Richland	
Property Line Length (LF)	980
# of Shade Trees	1
per LF	20
# of Shrubs	20
per LF	30
TOTAL SHADE TREES	49 (4) inch trees
TOTAL SHRUBS	653 10g shrubs
East Buffer	
Property Line Length (LF)	1500
# of Shade Trees	1
per LF	20
# of Shrubs	40
per LF	30
TOTAL SHADE TREES	75 (4) inch trees
TOTAL SHRUBS	2000 5g shrubs
West Buffer	
Property Line Length (LF)	550
# of Ornamental Trees	1
per LF	15
# of Shrubs	1
per LF	15
TOTAL ORNAMENTAL TREES	37 (3) inch trees
TOTAL SHRUBS	37 5g shrubs

PLANT SCHEDULE

LARGE TREES

EVERGREEN

DECIDUOUS

SMALL TREES

SHRUBS

SOD

PLANT SUGGESTIONS

LARGE TREES

Quercus muehlenbergii/Chinkapin Oak
Taxodium distichum/Bald Cypress
Ulmus crassifolia/Cedar Elm
Quercus virginiana/Southern Live Oak

SMALL TREES

Aesculus glabra “Arguta”/Texas Buckeye
Cercis canadensis var. texensis/Texas Redbud
Ilex vomitoria/Yaupon Holly

SHRUBS

Abelia x grandiflora/Glossy Abelia
Ilex cornuta/Burford Holly
Symphoricarpos orbiculatus/Coral Berry
Leucophyllum frutescens/Texas Sage
Nandina domesfica/Standard Nandina
Ilex vomitoria ‘Nana’/Dwarf Yaupon Holly
Hesperaloe parviflora/Red Yucca

LANDSCAPE NOTES

• Trees shall have an average spread of crown of greater than fifteen (15) feet at maturity. Trees having a lesser average mature crown of fifteen (15) feet may be substituted by grouping the same so as to create the equivalent of fifteen (15) feet crown of spread. Unless otherwise specified herein, trees shall be of a minimum of three (3) inches in caliper as measured twelve (12) inches above natural soil level and seven (7) feet in height at time of planting.

• Shrubs other than dwarf variety shall be a minimum of two (2) feet in height when measured immediately after planting. A screening hedge, where required, shall be planted and maintained so as to form a continuous, unbroken, solid visual screen that will be three (3) feet in height within one (1) year after planting. Any parking area abutting the landscape perimeter will be screened from the adjacent street as approved by the Town. Parking areas that are beyond sixty (60) feet from the property line do not require screening unless adjacent to a residential zoning district or a residential development.

• Evergreen trees such as conifers intended for screening will have a minimum height of six (7) feet at the time of planting. Evergreen shrubs intended for required screening shall be a minimum of seven (7) gallons and be capable of attaining six (6) feet in height in two growing seasons.

• Ornamental (Small) trees will have a minimum size of three (3) inch caliper and miniimum seven (7) feet in height at time of planting.

• Foundation plantings of a single row of shrubs are required along the front façade of all multifamily buildings adjacent to a public street.planting.

• No trees are permitted within the gas easement. Said trees will need to located elsewhere on the site.

N

100 50 0 100 200 300

SCALE 1” = 100’-0”

THIS ILLUSTRATIVE PLAN/ RENDERING IS CONCEPTUAL IN NATURE AND IS NOT ACCEPTABLE AS A LANDSCAPE PLAN. THE LANDSCAPE PLAN WILL BE SUBMITTED WITH SITE PLAN / FINAL PLAT SUBMITTALS AND WILL MEET ALL THE ORDINANCE AND PD REQUIREMENTS.

PROSPER FLATS

Prosper, Texas

Illustrative Landscape Plan

BOHLER

the NRP group

LEE AND ASSOCIATES

www.leeandassociates.net

Z22-0004



N

100 50 0 100 200 300

SCALE 1" = 100'-0"

THIS ILLUSTRATIVE PLAN/ RENDERING IS CONCEPTUAL IN NATURE AND IS NOT ACCEPTABLE AS A LANDSCAPE PLAN. THE LANDSCAPE PLAN WILL BE SUBMITTED WITH SITE PLAN / FINAL PLAT SUBMITTALS AND WILL MEET ALL THE ORDINANCE AND PD REQUIREMENTS.

PROSPER FLATS

Prosper, Texas

Illustrative Site Plan

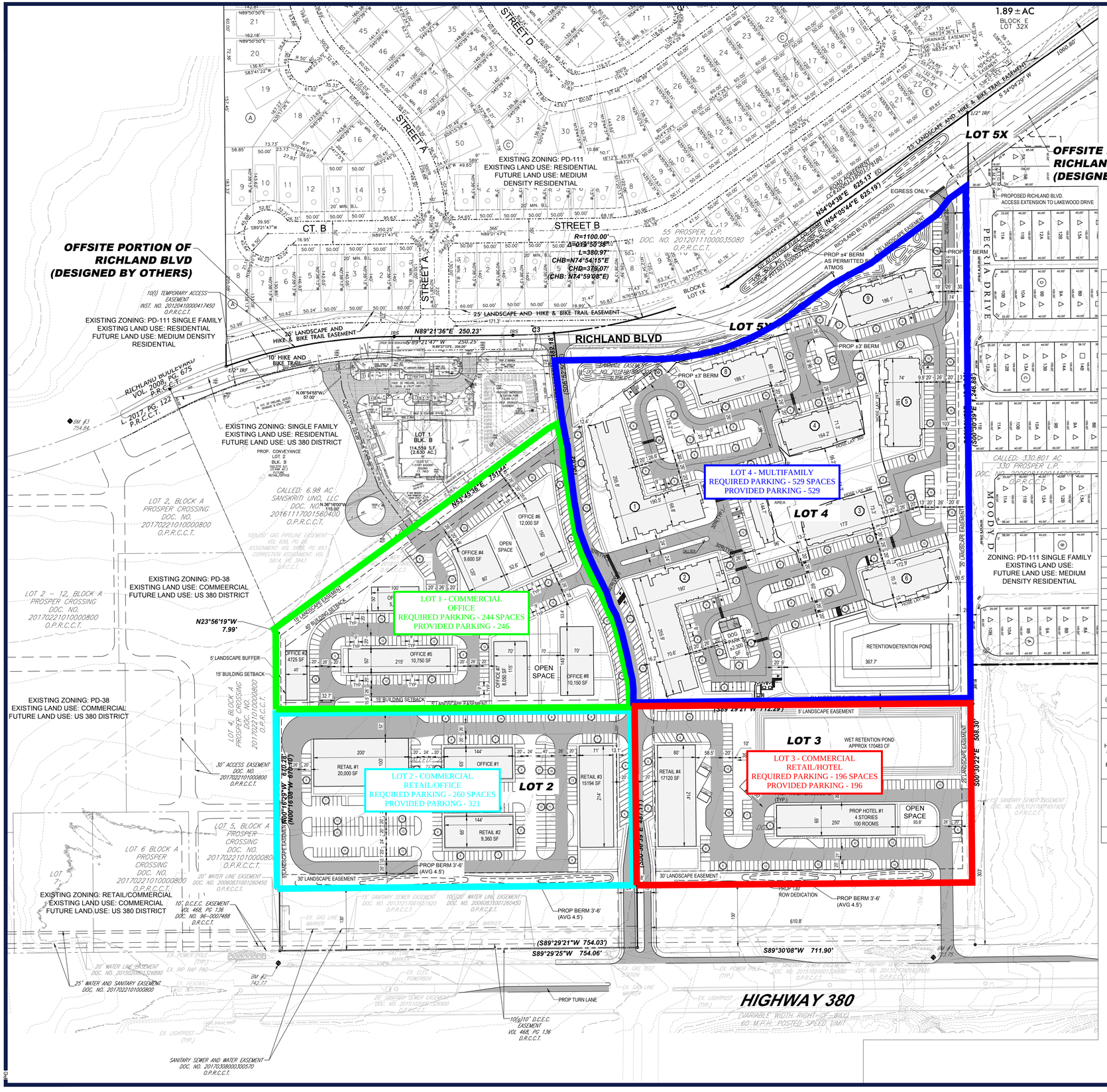
BOHLER

the NRP group

LEE AND ASSOCIATES

www.leeandassociates.net

Z22-0004


OFFSITE PORTION OF RICHLAND BLVD (DESIGNED BY OTHERS)
EXISTING ZONING: PD-111 SINGLE FAMILY
EXISTING LAND USE: RESIDENTIAL
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING: PD-111
EXISTING LAND USE: RESIDENTIAL
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
STREET A
STREET B
STREET D
CT. B
RICHLAND BLVD
LOT 5X
LOT 5Y
LOT 4
LOT 3
LOT 2
LOT 1
LOT 4 - MULTIFAMILY
REQUIRED PARKING - 529 SPACES
PROVIDED PARKING - 529
LOT 1 - COMMERCIAL
OFFICE
REQUIRED PARKING - 244 SPACES
PROVIDED PARKING - 246
LOT 2 - COMMERCIAL
RETAIL/OFFICE
REQUIRED PARKING - 260 SPACES
PROVIDED PARKING - 321
LOT 3 - COMMERCIAL
RETAIL/HOTEL
REQUIRED PARKING - 196 SPACES
PROVIDED PARKING - 196
OFFSITE PORTION OF RICHLAND BLVD (DESIGNED BY OTHERS)
1.89 ± AC
BLOCK E
LOT 32X
PROPOSED RICHLAND BLVD. ACCESS EXTENSION TO LAKEWOOD DRIVE
EGRESS ONLY
PROP ±4' BERM AS PERMITTED BY ATMOS
PROP ±3' BERM
PERSIA DRIVE
MOODY D
55 PROSPER, L.P. DOC. NO. 20120111000035080 O.P.R.C.C.T.
CALLED: 330.801 AC. 330 PROSPER L.P. DOC. NO. 20080819001149600 O.P.R.C.C.T.
ZONING: PD-111 SINGLE FAMILY
EXISTING LAND USE:
FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING: SINGLE FAMILY
EXISTING LAND USE: RESIDENTIAL
FUTURE LAND USE: US 380 DISTRICT
LOT 1
BLK. B
114,559 S.F. (2.630 AC.)
PROP. CONVEYANCE LOT 2 BLK. B 10.229 ± (0.449 AC.) RETAIL/OFFICE
CALLED: 6.98 AC SANSKRITI UNO, LLC DOC. NO. 20161117001560400 O.P.R.C.C.T.
EXISTING ZONING: PD-38
EXISTING LAND USE: COMMEERCIAL
FUTURE LAND USE: US 380 DISTRICT
EXISTING ZONING: PD-38
EXISTING LAND USE: COMMERCIAL
FUTURE LAND USE: US 380 DISTRICT
EXISTING ZONING: RETAIL/COMMERCIAL
EXISTING LAND USE: COMMERCIAL
FUTURE LAND USE: US 380 DISTRICT
LOT 2 – 12, BLOCK A PROSPER CROSSING DOC. NO. 20170221010000800 O.P.R.C.C.T.
LOT 2, BLOCK A PROSPER CROSSING DOC. NO. 20170221010000800 O.P.R.C.C.T.
LOT 4, BLOCK A PROSPER CROSSING DOC. NO. 20170221010000800 O.P.R.C.C.T.
LOT 5, BLOCK A PROSPER CROSSING DOC. NO. 20170221010000800 O.P.R.C.C.T.
LOT 6 BLOCK A PROSPER CROSSING DOC. NO. 20170221010000800 O.P.R.C.C.T.
LOT 7
OFFICE #1 4,725 SF
OFFICE #2 4725 SF
OFFICE #3 5,000 SF
OFFICE #4 9,600 SF
OFFICE #5 10,750 SF
OFFICE #6 12,000 SF
OFFICE #7 8,050 SF
OFFICE #8 10,150 SF
RETAIL #1 20,000 SF
RETAIL #2 9,360 SF
RETAIL #3 15194 SF
RETAIL #4 17120 SF
OPEN SPACE
DOG PARK ±2,300 SF
RETENTION/DETENTION POND
PROP HOTEL #1 4 STORIES 100 ROOMS
PROP 130' ROW DEDICATION
PROP TURN LANE
HIGHWAY 380
(VARIABLE WIDTH, RIGHT-OF-WAY)
60 M.P.H. POSTED SPEED LIMIT
25' LANDSCAPE AND HIKE & BIKE TRAIL EASEMENT
20' LANDSCAPE AND HIKE & BIKE TRAIL EASEMENT
10' HIKE AND BIKE TRAIL
10(f) TEMPORARY ACCESS EASEMENT INST. NO. 20120410000417450 O.P.R.C.C.T.
RICHLAND BOULEVARD VOL. 2009, PG. 675 P.R.C.C.T.
L. 2017, PG. 122 P.R.C.C.T.
BM #1 704.84'
BM #2 742.77'
BM #3 713.75'
N89°21'36"E 250.23'
S89°21'47"W 250.25'
N.06°54'55"W 57.00'
N23°56'19"W 7.99'
N54°04'38"E 625.19'
S 54°04'29" W 1060.80'
S00°30'39"E 1,246.88'
S00°30'21"E 508.30'
(S89°29'21"W 712.29')
S89°29'25"W 754.06'
(S89°29'21"W 754.03')
S89°30'08"W 711.90'
N54°49'36"E 251.44'
N00°16'28"W 670.40'
(N00°16'28"W 670.40')
N00°16'00"W 115.00'
(S00°30'39"E 246.81')
(N54°05'44"E 625.19')
CALLED: 330.801 AC.
CALLED: 6.98 AC.
CALLED: 0.449 AC.
CALLED: 2.630 AC.
CALLED: 0.449 AC.
CALLED: 2.630 AC.
CALLED: 0.449 AC.
CALLED: 2.630

David Soto

From: Vikram Gowda <vikram.gowda@gmail.com>
Sent: Wednesday, July 20, 2022 10:28 AM
To: David Soto; Douglas Braches
Subject: [*EXTERNAL*] - Prosper Zoning - Letter of Support for Z22-0004

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Dear Town of Prosper,

I am one of the partners that own the Sanskriti Uno LLC land, parcel #2747735, and we are in support of the Prestonwick Mixed-Use development, zoning case Z22-0004.

We are neighbors to the proposed development, and we have spoken with the applicants about their project. We believe that the proposed development is beneficial to our property and the surrounding area. We are in support of the proposed site plan and uses and want to see the Town Council approve this project.

Best,

Vikram

Sanskriti Uno LLC

TOWN OF PROSPER

Prosper is a place where everyone matters.

ENGINEERING SERVICES

To: **Mayor and Town Council**

From: **Hulon T. Webb, Jr., P.E., Interim Executive Director of Development and Infrastructure Services**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon a Resolution of the Town Council of the Town of Prosper, Texas, declaring the necessity to acquire certain properties for right-of-way, street easements, water easements, and drainage easements for the construction of the First Street (DNT – Coleman) project; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Description of Agenda Item:

The Town is in the process of developing engineering plans for the construction of the First Street (DNT – Coleman) project. To facilitate the construction of the project, it is necessary for the Town to acquire several parcels of right-of-way, street easements, water easements, and drainage easements. The specific parcels are identified in the attached Resolution, and the Location Map included with this agenda item depicts the twenty-two (22) properties currently known to be affected. The Location Map also depicts seven (7) parcels whose impacts are currently unknown and will be brought before Council at a future date once the intersection design of First Street and Coleman Street has been completed. As with other similar road construction projects, it is not anticipated that all parcels will require the use of eminent domain to complete the acquisition process, however, staff is requesting advance authorization to pursue acquisition by eminent domain if standard negotiations are unsuccessful.

Attached Documents:

1. Resolution
2. Location Map

Legal Obligations and Review:

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

Town Staff Recommendation:

Town staff recommends that the Town Council of the Town of Prosper, Texas, approve the attached Resolution declaring the necessity to acquire certain properties for right-of-way, street easements, water easements, and drainage easements for the construction of the First Street (DNT – Coleman) project with such properties being more particularly described in the attached Resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Proposed Motion:

I move that the Town Council of the Town of Prosper, Texas, approve the attached Resolution declaring the necessity to acquire certain properties for right-of-way, street easements, water easements, and drainage easements for the construction of the First Street (DNT – Coleman) project with such properties being more particularly described in the attached Resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for said Project; appointing an appraiser and negotiator as necessary; authorizing the Town Manager to establish just compensation for the property rights to be acquired; authorizing the Town Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the Town Attorney to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Please note: Pursuant to Section 2206.053(c) of the Texas Government Code, if two (2) or more councilmembers object to adopting this single Resolution for all the properties referenced therein, a separate record vote must be taken for each unit of property.

This item requires a roll call vote.

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2022-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DECLARING THE NECESSITY TO ACQUIRE CERTAIN REAL PROPERTIES FOR RIGHT-OF-WAY, DRAINAGE EASEMENTS, WATER EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION OF FIRST STREET (DNT – COLEMAN) PROJECT; DETERMINING THE PUBLIC USE AND NECESSITY FOR SUCH ACQUISITION; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR SAID PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE TOWN MANAGER OF THE TOWN OF PROSPER, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE TOWN ATTORNEY TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has determined that there exists a public necessity to acquire the Property for the construction of the First Street (DNT – Coleman) project, the location of which is generally set forth in the exhibits attached to this resolution; and

WHEREAS, the Town Council desires to acquire the property ("Property"), as more particularly described in the exhibits attached to this Resolution, for this governmental and public use in conjunction with the Town of Prosper's construction of the First Street (DNT – Coleman) project ("Project"); and

WHEREAS, the Town Council desires that the Town Manager, or his designee, take all necessary steps to acquire the Property for the Project including, but not limited to, the retention of appraisers, engineers, and other consultants and experts, and that the Town Attorney, or his designee, negotiate the purchase of the Property for the Project, and if unsuccessful in purchasing the Property for the Project, to institute condemnation proceedings to acquire these required property interests.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Prosper, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town Council hereby finds and determines that a public use and necessity exists for the Town of Prosper, Texas, to acquire the following Property for the Project, as more particularly described in the Exhibits referenced herein:

EXHIBIT	DESCRIPTION/INTEREST TO BE ACQUIRED
1	**Parcel No. 1 -** Approximately 0.1583 acres of real property for drainage easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20121227001636180 of the Official Public Records of Collin County, Texas
2	**Parcel No. 2 -** Approximately 0.0379 acres of real property for drainage easement and 0.2376 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20101007001084900 of the Official Public Records of Collin County, Texas
3	**Parcel No. 3 -** Approximately 0.0072 acres of real property for right-of-way and 0.0138 acres of real property for drainage easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20070507000616900 of the Official Public Records of Collin County, Texas
4	**Parcel No. 4 -** Approximately 1.372 acres of real property for right-of-way and 0.0334 acres of real property for drainage easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20210407000704790 of the Official Public Records of Collin County, Texas
5	**Parcel No. 5A -** Approximately 0.0264 acres of real property for right-of-way, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded Volume 256 Page 280, Deed of records of Collin County, Texas
6	**Parcel No. 5B -** Approximately 0.6662 acres of real property for right-of-way and 0.0069 acres of real property for drainage easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20211102002237490 of the Official Public Records of Collin County, Texas
7	**Parcel No. 6 -** Approximately 0.0053 acres of real property for drainage easement and 0.1268 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20040421000567710 of the Official Public Records of Collin County, Texas
8	**Parcel No. 7 -** Approximately 0.1558 acres of real property for right-of-way and 0.0135 acres of real property for drainage easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20201117002046730 of the Official Public Records of Collin County, Texas

Parcel No. 8 - Approximately 0.0618 acres of real property for right-of-way and 0.0057 acres of real property for drainage easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20160119000060760 of the Official Public Records of Collin County, Texas

Parcel No. 9 - Approximately 0.6177 acres of real property for right-of-way and 0.0034 acres of real property for drainage easement and 0.0049 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20210407000704790 of the Official Public Records of Collin County, Texas

Parcel No. 10 - Approximately 0.1838 acres of real property for right-of-way and 0.0042 acres of real property for drainage easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20140812000856950 of the Official Public Records of Collin County, Texas

Parcel No. 11 - Approximately 0.3304 acres of real property for right-of-way and 0.0147 acres of real property for drainage easement and 0.3868 acres of real property for temporary construction easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20210407000704790 of the Official Public Records of Collin County, Texas

Parcel No. 13 - Approximately 0.0377 acres of real property for right-of-way, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20121211001574800 of the Official Public Records of Collin County, Texas

Parcel No. 14 - Approximately 0.0455 acres of real property for right-of-way, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 19940211000143680 of the Official Public Records of Collin County, Texas

Parcel No. 15 - Approximately 0.0220 acres of real property for right-of-way and 0.0100 acres of real property for water easement, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Volume 1395, Page 333 Deed Records of Collin County, Texas

Parcel No. 16 - Approximately 0.1118 acres of real property for right-of-way, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20140411000350200 of the Official Public Records of Collin County, Texas

Parcel No. 17 - Approximately 0.0472 acres of real property for right-of-way and 0.0152 acres of real property for temporary construction easement, situated generally

in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Volume 5236, Page 4438 Deed Records of Collin County, Texas

18 **Parcel No. 19 -** Approximately 0.4023 acres of real property for right-of-way, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20210407000704790 of the Official Public Records of Collin County, Texas

19 **Parcel No. 21 -** Approximately 0.1140 acres of real property for right-of-way, situated generally in the Collin County School Land Survey No. 12, Abstract Number 147, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20170925001280500 of the Official Public Records of Collin County, Texas

SECTION 3

The Town Manager, or his designee, is authorized and directed to negotiate for and to acquire the Property for the Project, for the Town of Prosper, Texas, and to acquire said rights in compliance with State and Federal law. The Town Manager is specifically authorized and directed to do each and every act necessary to acquire the Property for the Project including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that he deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4

The Town Manager, or any individual he may so designate, is appointed as negotiator for the acquisition of the Property for the Project, and, as such, the Town Manager is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the Town Council for such purpose. The Town Manager is specifically authorized to establish the just compensation for the acquisition of the Property. If the Town Manager or his designee determines that an agreement as to damages or compensation cannot be reached, then the Town Attorney or his designee is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the needed property interests, proceedings in eminent domain to acquire the Property for the Project.

SECTION 5

This Resolution is effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ___ TO ___ON THIS THE 26TH DAY OF JULY, 2022.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

EXHIBIT 1 / Parcel No. 1

EXHIBIT "A"

Drainage Easement
Blue Star Land, L.P.
Metes and Bounds Description
0.1583 Acres or 6,896 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Blue Star Land, L.P. recorded in Collin County Clerk's Instrument Number 20121227001636180, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found with "HALFF" cap (controlling monument) on the north right-of-way line of West First Street (a variable width right-of-way), and being the east corner of that certain tract of land described to the Town of Prosper as Parcel 1-ROW-1, recorded in Collin County Clerk's Instrument Number 20181227001569100, O.P.R.C.C.T.;

THENCE N 82°41'52" W, 98.74 feet, along the south line of said Blue Star Land, L.P. tract of land and the north right-of-way line of said West First Street, to a 1/2-inch capped iron rod (G&A 10127900) set for an angle point in said north right-of-way line of West First Street;

THENCE N 85°24'29" W, 68.51 feet, continuing along said south line and the north right-of-way line of said West First Street to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

THENCE N 04°40'29" E, 32.39 feet, departing said north right-of-way line over and across said Blue Star Land, L.P. tract of land to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

THENCE S 85°21'32" E, 170.00 feet, over and across said Blue Star Land, L.P. tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner for an angle point;

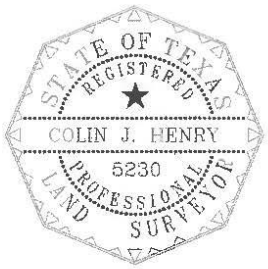
THENCE N 89°10'16" E, 30.00 feet, over and across said Blue Star Land, L.P. tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

THENCE S 00°24'45" W, 37.26 feet, over and across said Blue Star Land, L.P. tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the north right-of-way line of said West First Street;

THENCE N 89°35'15" W, 35.58 feet, along the south line of said Blue Star Land, L.P. tract of land and said north right-of-way line to the POINT OF BEGINNING and containing approximately 0.1583 acres or 6,896 square feet of land.

EXHIBIT 1 / Parcel No. 1 (Continued)

4/14/2022



Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044

Notes:

1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 1 / Parcel No. 1 (Continued)

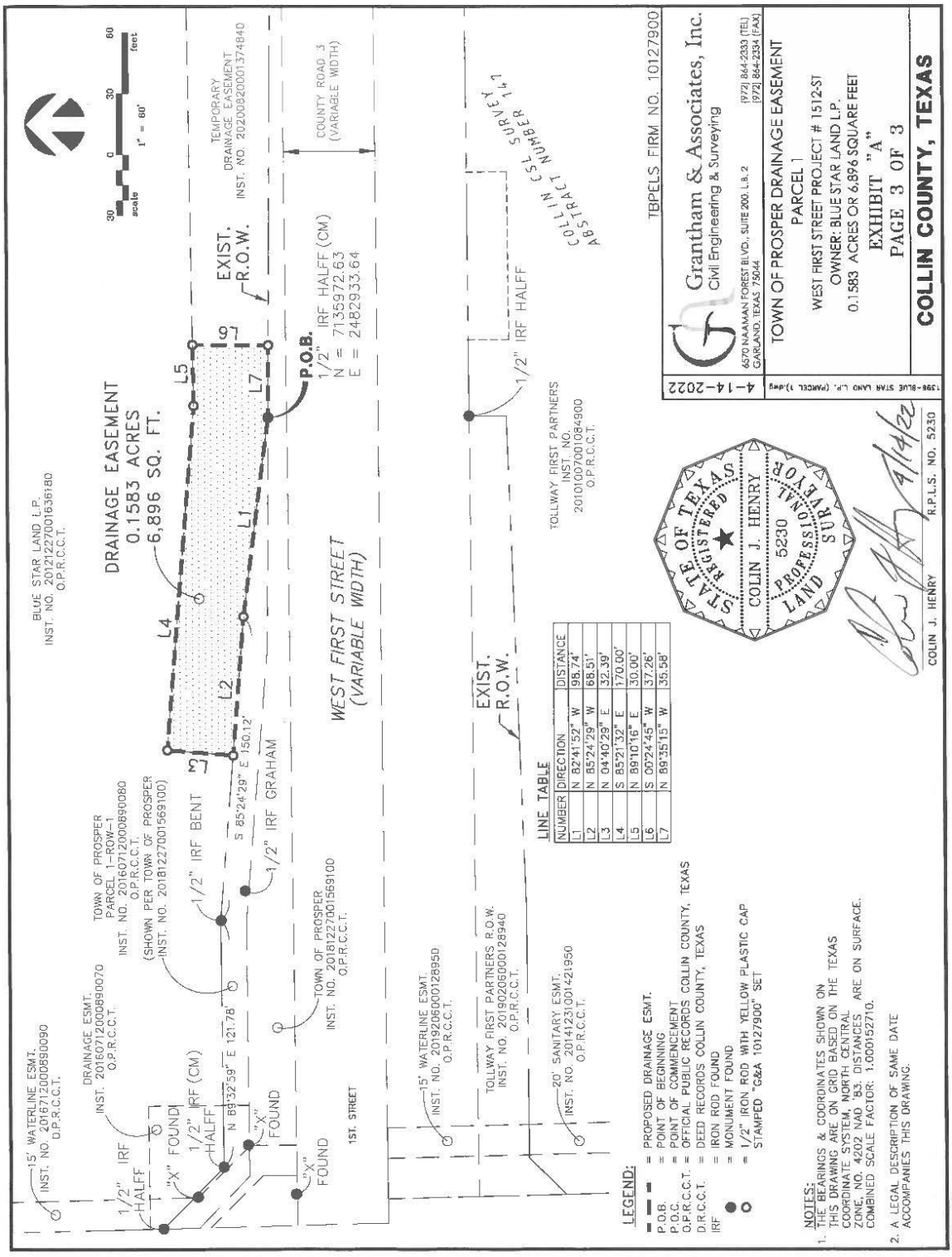


EXHIBIT 2 / Parcel No. 2

EXHIBIT "A"

Drainage Easement
Tollway First Partners
Metes and Bounds Description
0.0379 Acres or 1,650 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Tollway First Partners recorded in Collin County Clerk's Instrument Number 20101007001084900, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found with "HALFF" cap (controlling monument) in the south right-of-way line of West First Street (variable width right-of-way), and being at the northeast corner of a tract of land described to the Town of Prosper, Texas, recorded in Instrument Number 20190206000128940, O.P.R.C.C.T.;

THENCE N 89°30'31" E, 37.48 feet, along the south right-of-way line of said West First Street and the north line of said Tollway First Partners tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for the POINT OF BEGINNING;

THENCE N 89°30'31" E, 82.51 feet, continuing along the south right-of-way line of said West First Street and the north line of said Tollway First Partners tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

THENCE S 00°33'39" E, 20.00 feet, departing said north line and the south right-of-way line of said West First Street, over and across said Tollway First Partners tract of land, to a point for corner;

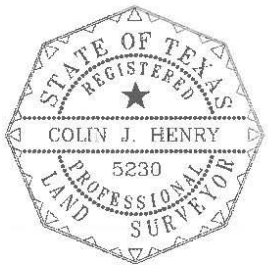
THENCE S 89°30'31" W, 82.51 feet, over and across said Tollway First Partners tract of land to a point for corner;

THENCE N 00°33'39" W, 20.00 feet, over and across said Tollway First Partners tract of land, to the POINT OF BEGINNING and containing approximately 0.0379 acres or 1,650 square feet of land.

EXHIBIT 2 / Parcel No. 2 (Continued)

4/14/2022

Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044



Notes:
1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. A Temporary Construction Easement of 0.2376 acres or 10,352 square feet is located as shown on the drawing accompanying this description.
4. The temporary construction easement shall expire as noted in the easement agreement.
5. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 2 / Parcel No. 2 (Continued)

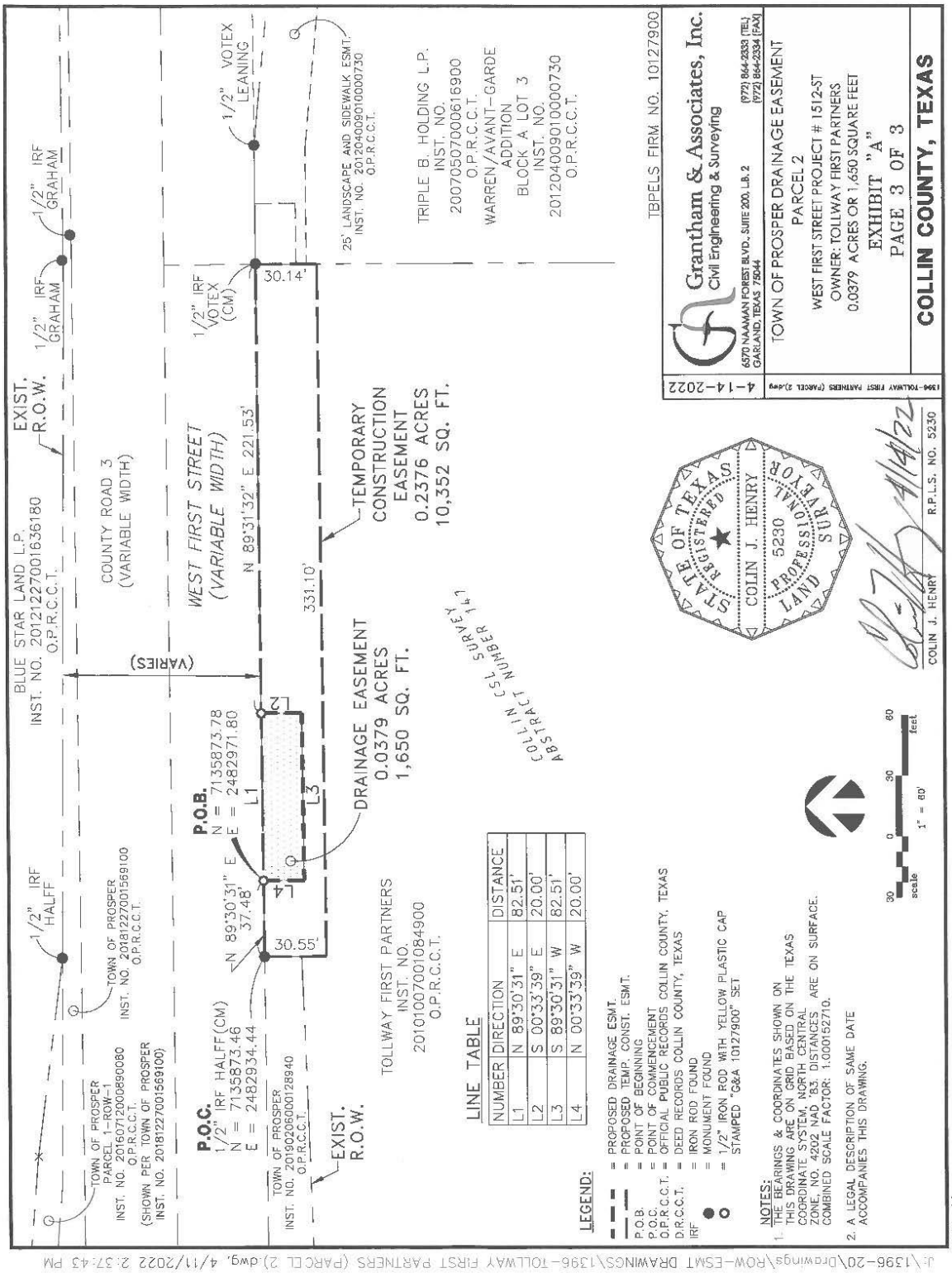


EXHIBIT 3 / Parcel No. 3

EXHIBIT "A"

Tract I
Right-of-Way Dedication
Triple B Holding LP
Metes and Bounds Description
0.0072 Acres or 313 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Triple B Holding LP recorded in Collin County Clerk's Instrument Number 20070507000616900, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found with plastic cap stamped "VOTEX" (controlling monument) in the south right-of-way line of West First Street (variable width right-of-way), and being the northeast corner of said Triple B Holding LP tract of land, same being the northeast corner of Lot 3, Block A, Warren / Avant-Garde Addition, and addition to the Town of Prosper, recorded in Collin County Clerk's Instrument Number 20120409010000730, O.P.R.C.C.T., and further being the southeast corner of a right-of-way dedication for said West First Street by plat recorded in Collin County Clerk's Instrument Number 20060921010004060, O.P.R.C.C.T.;

THENCE S 89°13'57" W, 30.79 feet, along the south right-of-way line of said West First Street and the north line of said Warren / Avant-Garde Addition to a 1/2-inch iron rod found with plastic cap stamped "VOTEX" for the northwest corner of a 30 foot wide ingress and egress easement, recorded in Collin County Clerk's Instrument Number 20060210000185440, O.P.R.C.C.T.;

THENCE S 00°33'25" W, 9.98 feet, along the west right-of-way line of Business Park Drive (a 60.0 foot right-of-way and along an offset in the south right-of-way line of said West First Street as recorded in said Warren / Avant-Garde Addition, to a 1/2-inch iron rod found for the POINT OF BEGINNING;

THENCE S 00°25'00" W, 25.00 feet, continuing along the west right-of-way line of said Business Park Drive, over and across said Triple B Holding LP tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

THENCE N 45°03'59" W, 35.06 feet, departing the west right-of-way line of said Business Park Drive, over and across said Triple B Holding LP tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the south right-of-way line of said West First Street;

THENCE N 89°27'03" E, 25.00 feet, along the north line of said Triple B Holding LP tract of land tract of land and said south right-of-way line, to the POINT OF BEGINNING and containing approximately 0.0072 acres or 313 square feet of land.

EXHIBIT 3 / Parcel No. 3 (Continued)

Tract II
Drainage Easement
Triple B Holding LP
Metes and Bounds Description
0.0138 Acres or 600 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Triple B Holding LP recorded in Collin County Clerk's Instrument Number 20070507000616900, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found with plastic cap stamped "VOTEX" (controlling monument) in the south right-of-way line of West First Street (variable width right-of-way), and being the west corner of a called 0.0477 acre right-of-way dedication by plat recorded in Collin County Clerk's Instrument Number 20120409010000730, O.P.R.C.C.T., also being in the north line of said Triple B Holding LP tract of land, same being the north line of Lot 3, Block A, Warren / Avant-Garde Addition, and addition to the Town of Prosper, recorded in Collin County Clerk's Instrument Number 20120409010000730, O.P.R.C.C.T.;

THENCE S 89°30'09" W, 28.70 feet, along the south right-of-way line of said West First Street and the north line of said addition to a 1/2-inch capped iron rod (G&A 10127900) set for corner and the POINT OF BEGINNING;

THENCE S 00°19'54" E, 20.00 feet, departing said south right-of-way line, over and across said Triple B Holding LP tract of land, to a point for corner;

THENCE S 89°30'09" W, 30.00 feet, over and across said Triple B Holding LP tract of land, to a point for corner on the west line of said Triple B Holding LP tract of land and the east line of a tract of land described to Tollway First Partners recorded in Collin County Clerk's Instrument Number 20101007001084900, O.P.R.C.C.T.;

THENCE N 00°19'54" W, 20.00 feet, along the west line of said Triple B Holding LP tract of land and the east line of said Tollway First Partners tract of land, to a 1/2-inch iron rod found with plastic cap stamped "VOTEX" (controlling monument) for corner on the south right-of-way line of said West First Street;

THENCE N 89°30'09" E, 30.00 feet, along the north line of said Triple B Holding LP tract of land and the south right-of-way line of West First Street, to the POINT OF BEGINNING and containing approximately 0.0138 acres or 600 square feet of land.

EXHIBIT 3 / Parcel No. 3 (Continued)

4/14/22

Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044



Notes:
1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 3 / Parcel No. 3 (Continued)

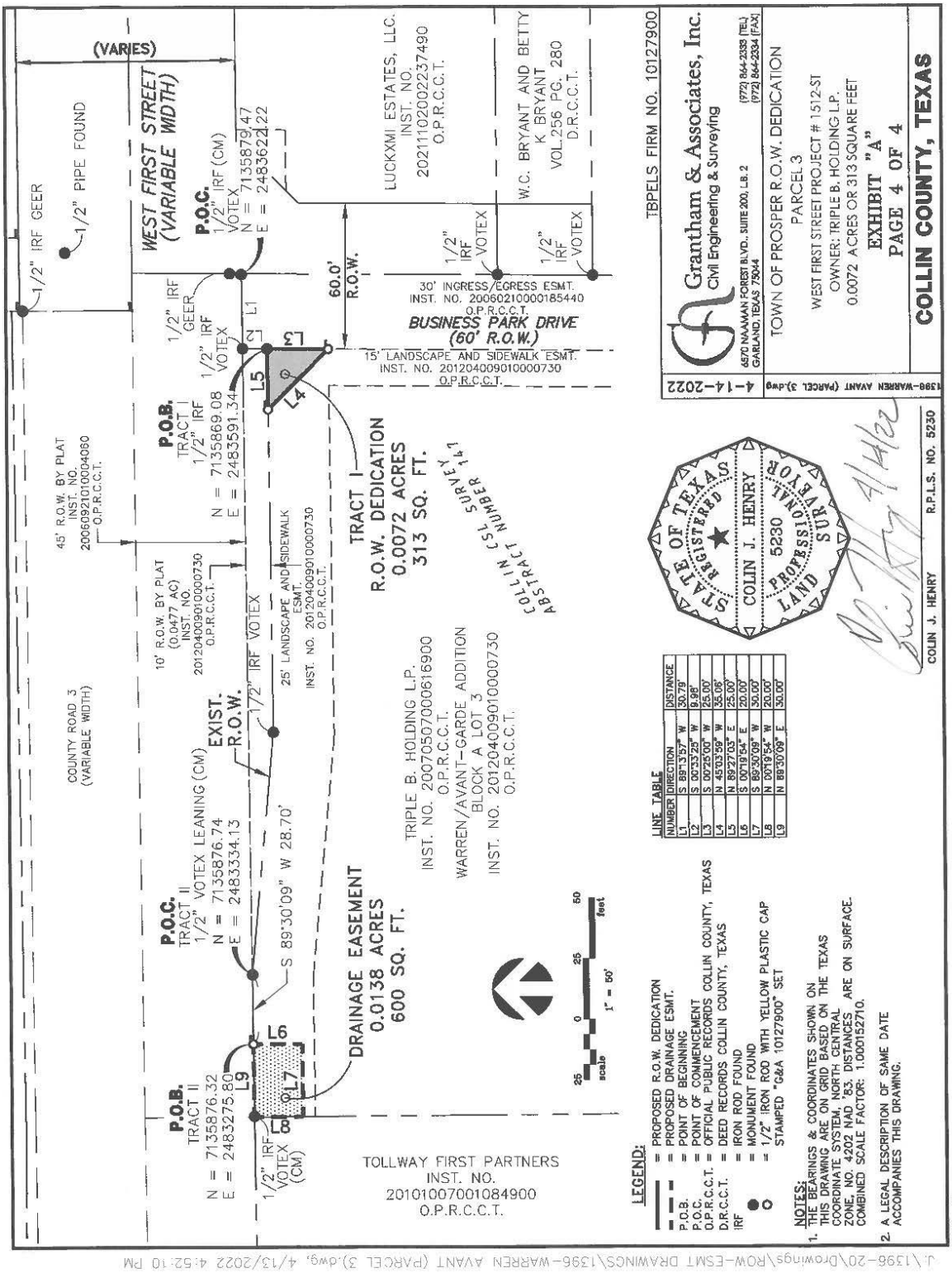


EXHIBIT 4 / Parcel No. 4

EXHIBIT "A"

Tract I
Right-of-Way Dedication
183 Land Corporation
Metes and Bounds Description
1.372 Acres or 59,770 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described as the remainder of Tract 4 by instrument to 183 Land Corporation recorded in Collin County Clerk's Instrument Number 20210407000704790, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found with plastic cap stamped "GEER" (controlling monument) in the north right-of-way line of County Road 3 (variable width right-of-way), and being the southeast corner of that certain tract of land described by instrument to Blue Star Land LP recorded in Collin County Clerk's Instrument Number 20121227001636180, O.P.R.C.C.T., same being on the west line of said 183 Land Corporation tract of land;

THENCE N 00°05'14" W, 1.23 feet, departing the north right-of-way line of said County Road 3 and along the east line of said Blue Star Land LP tract of land and the west line of said 183 Land Corporation tract of land to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the north right-of-way line of West First Street (a 90 foot right-of-way);

THENCE N 89°26'21" E, 1,293.97 feet, along said north right-of-way line of West First Street, over and across said 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner, and being on the east line of said 183 Land Corporation tract of land, same being on the west right-of-way line of Cook Lane (a 60 foot right-of-way), as described by instrument to the Town of Prosper recorded in Collin County Clerk's Instrument Number 20200820001374830, O.P.R.C.C.T. ;

THENCE S 44°22'07" W, 67.58 feet, departing said north right-of-way line and along the east line of said 183 Land Corporation tract of land, and along a corner clip at the intersection of the west right-of-way line of said Cook Lane with the centerline said County Road 3, to a PK nail found for corner at the west end of said corner clip;

THENCE S 89°30'47" W, 1,246.63 feet, along the south line of said 183 Land Corporation tract of land and the centerline of said County Road 3, to a MAG nail set with shiner (G&A 10127900) for the southwest corner of said 183 Land Corporation tract of land;

THENCE N 00°05'14" W, 45.00 feet, departing the centerline of said County Road 3 and along the west line of said 183 Land Corporation tract of land to the POINT OF BEGINNING and containing approximately 1.372 acres or 59,770 square feet of land.

EXHIBIT 4 / Parcel No. 4 (Continued)

Tract II
Drainage Easement
183 Land Corporation
Metes and Bounds Description
0.0334 Acres or 1,453 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described as the remainder of Tract 4 by instrument to 183 Land Corporation recorded in Collin County Clerk's Instrument Number 20210407000704790, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found with plastic cap stamped "GEER" (controlling monument) in the north right-of-way line of County Road 3 (variable width right-of-way), and being the southeast corner of that certain tract of land described by instrument to Blue Star Land LP recorded in Collin County Clerk's Instrument Number 20121227001636180, O.P.R.C.C.T., same being on the west line of said 183 Land Corporation tract of land;

THENCE N 00°05'14" W, 1.23 feet, departing the north right-of-way line of said County Road 3 and along the east line of said Blue Star Land LP tract of land and the west line of said 183 Land Corporation tract of land to a 1/2-inch capped iron rod (G&A 10127900) set for the POINT OF BEGINNING on the north right-of-way line of West First Street (a 90 foot right-of-way);

THENCE N 00°05'14" W, 48.38 feet, departing said north right-of-way line and along the east line of said Blue Star Land LP tract of land and the west line of said 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

THENCE N 89°10'16" E, 30.00 feet, over and across said 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

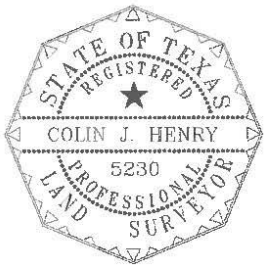
THENCE S 00°05'14" E, 48.52 feet, over and across said 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the north right-of-way line of said West First Street;

THENCE S 89°26'21" W, 30.00 feet, over and across said 183 Land Corporation tract of land and along the north right-of-way line of said West First Street, to the POINT OF BEGINNING and containing approximately 0.0334 acres or 1,453 square feet of land.

EXHIBIT 4 / Parcel No. 4 (Continued)

4-14-2022

Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044



Notes:
1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 4 / Parcel No. 4 (Continued)

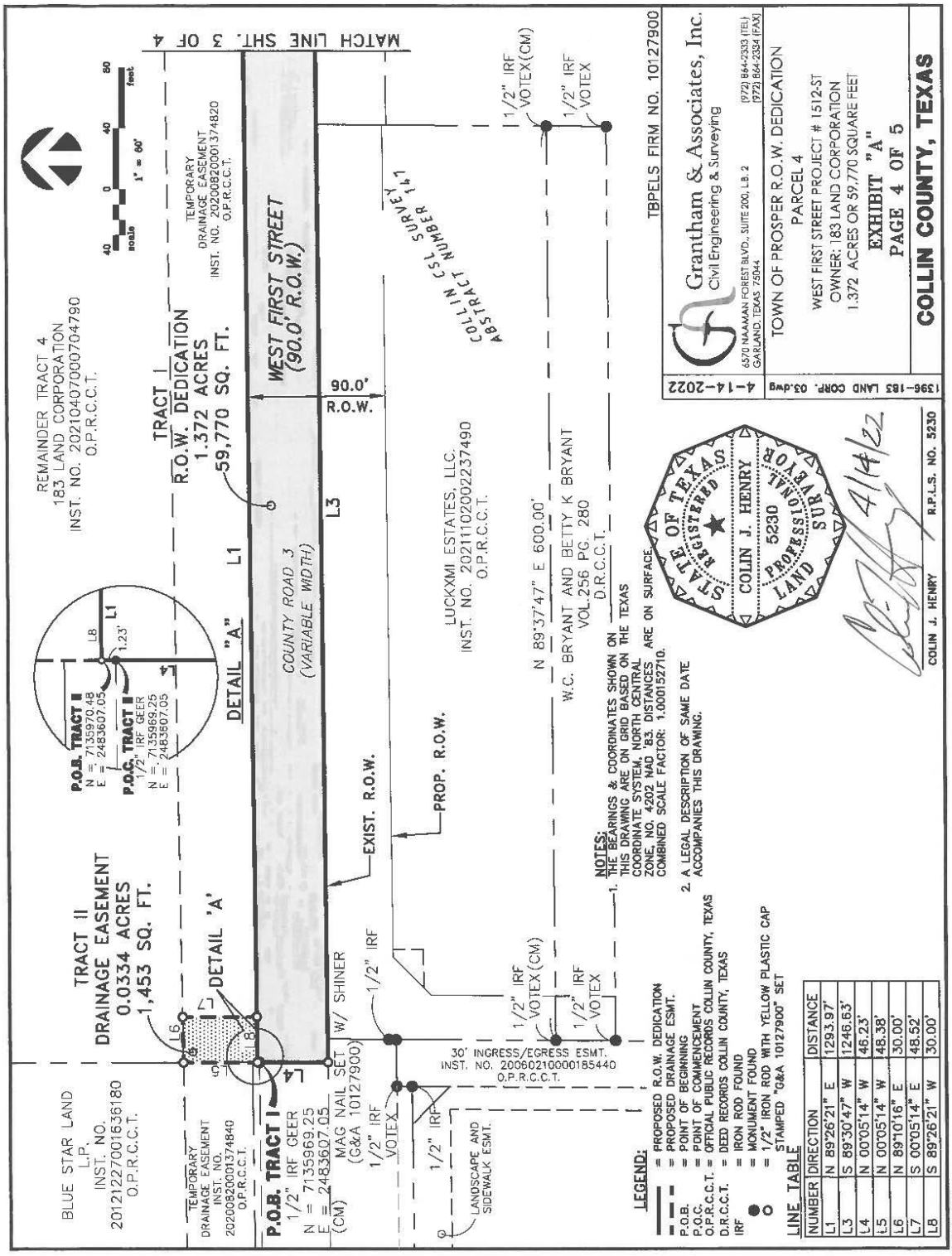


EXHIBIT 4 / Parcel No. 4 (Continued)

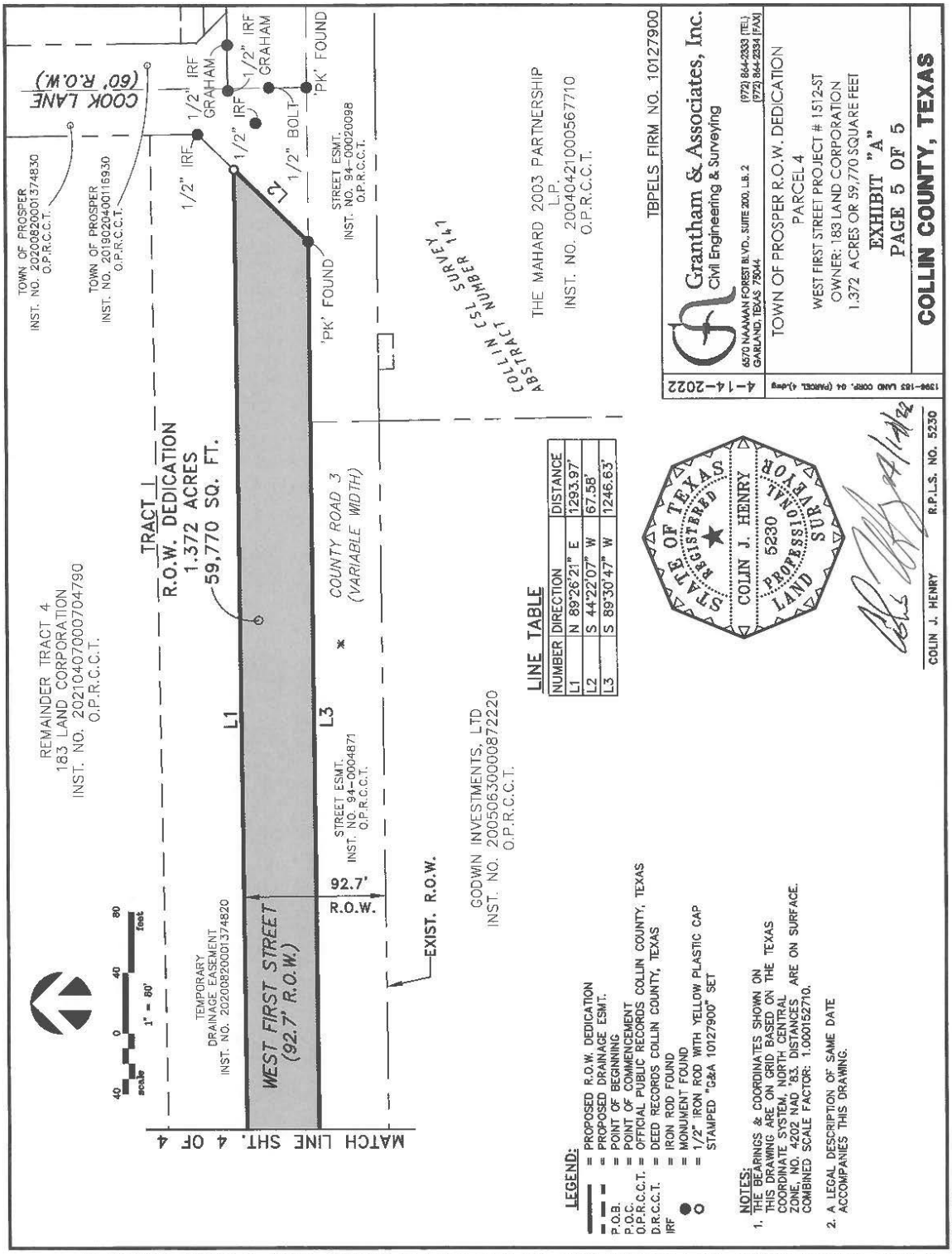


EXHIBIT 5 / Parcel No. 5A

EXHIBIT "A"

Right-of-Way Dedication
W.C. Bryant and Betty K. Bryant
Metes and Bounds Description
0.0264 Acres or 1,148 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to W.C. Bryant and Betty K Bryant recorded in Volume 256 Page 280, Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "VOTEX" found (controlling monument) at the southwest corner of said W.C. Bryant and Betty K. Bryant tract of land, and being in the east line of a 30 foot ingress and egress easement recorded in Collin County Clerk's Instrument Number 20060210000185440, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.), also known as Business Park Drive, same being the east line of the Warren / Avant-Garde Addition, and addition to the Town of Prosper, recorded in Collin County Clerk's Instrument Number 20060210000185440, O.P.R.C.C.T.;

THENCE N 00°25'00" E, 39.33 feet, along the east line of said addition and the west line of said W.C. Bryant and Betty K. Bryant tract of land to a 1/2-inch iron rod with plastic cap stamped "VOTEX" found (controlling monument) for the northwest corner thereof, and being the southwest corner of that certain tract of land described by instrument to Luckxmi Estates LLC, recorded in Collin County Clerk's Instrument Number 20211102002237490, O.P.R.C.C.T.;

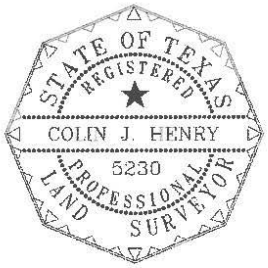
THENCE N 89°37'47" E, 29.20 feet, along the south line of said Luckxmi Estates LLC tract of land and the north line of said W.C. Bryant and Betty K. Bryant tract of land, to a point for corner on the east right-of-way line of said Business Park Drive (a 60.0 foot right-of-way);

THENCE S 00°25'00" W, 39.33 feet, along the east right-of-way line of said Business Park Drive, over and across said W.C. Bryant and Betty K. Bryant tract of land, to a point for corner on the south line thereof, and being on the north line of that certain tract of land described to Godwin Investments, Ltd. recorded in Collin County Clerk's Instrument Number 2005063000087220, O.P.R.C.C.T.;

THENCE S 89°37'39" W, 29.20 feet, along the north line of said Godwin Investments, Ltd. tract of land and along the south line of said W.C. Bryant and Betty K. Bryant tract of land to the POINT OF BEGINNING and containing approximately 0.0264 acres or 1,148 square feet of land.

EXHIBIT 5 / Parcel No. 5A (Continued)

4/14/2022



Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044

Notes:

1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 5 / Parcel No. 5A (Continued)

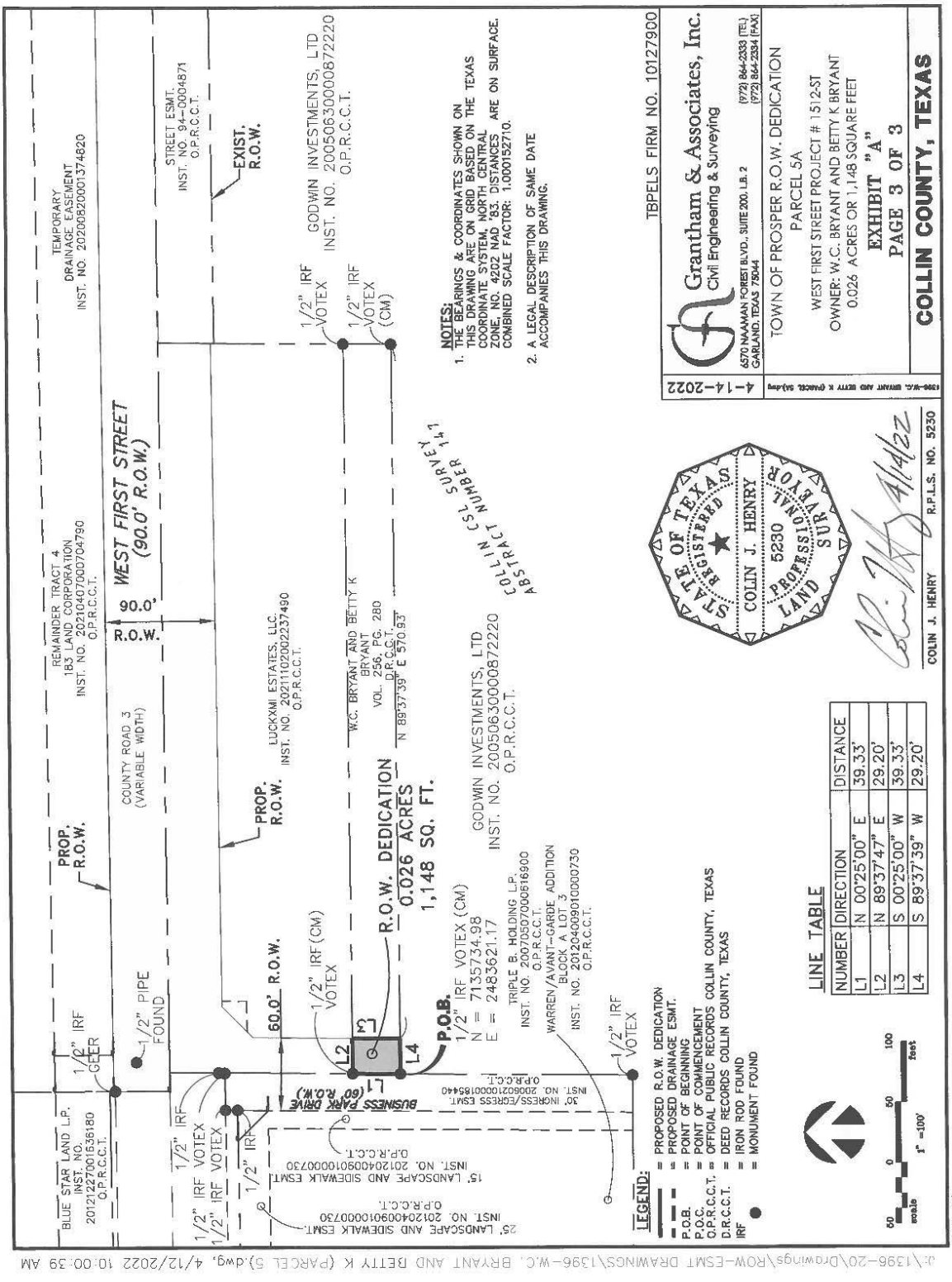


EXHIBIT 6 / Parcel No. 5B

EXHIBIT "A"
Tract I
Right-of-Way Dedication
Luckxmi Estates LLC
Metes and Bounds Description
0.6662 Acres or 29,019 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, and being part of that certain tract of land described by instrument to Luckxmi Estates LLC, recorded in Collin County Clerk's Instrument Number 20211102002237490, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with "VOTEX" cap found (controlling monument) at the southwest corner of Luckxmi Estates LLC tract of land, same being the northwest corner of a tract of land described by instrument to W.C. Bryant and Betty K Bryant recorded in Volume 256 Page 280, Deed Records of Collin County, Texas, and being in the east line of a 30 foot ingress and egress easement, also known as Business Park Drive (a 60.0 foot right-of-way), same being the east line of the Warren / Avant-Garde Addition, and addition to the Town of Prosper, recorded in Collin County Clerk's Instrument Number 20060210000185440, O.P.R.C.C.T.;

THENCE N 00°25'00" E, 150.01 feet, along the east line of said addition and the west line of said Luckxmi Estates LLC tract of land to a PK nail found for corner on the centerline of County Road 3 (a variable width right-of-way);

THENCE N 89°37'47" E, 600.12 feet, along the centerline line of County Road 3 and the north line of said Luckxmi Estates LLC tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner, for the northeast corner thereof, same being the northwest corner of that certain tract of land described to Godwin Investments, Ltd recorded in Collin County Clerk's Instrument Number 20050630000872220, O.P.R.C.C.T. ;

THENCE S 00°25'00" W, 41.66 feet, along the east line of said Luckxmi Estates LLC tract of land and the west line of said Godwin Investments, Ltd tract of land to a point for corner on the south right-of-way line of West First Street (a 90.0 foot right-of-way);

THENCE S 89°26'21" W, 545.95 feet, along said south right-of-way line, over and across said Luckxmi Estates LLC tract of land to a point for corner at the north end of a corner clip at the intersection of West First Street and Business Park Drive (a 60.0 foot right-of-way);

THENCE S 44°55'40" W, 35.66 feet, along said corner clip, over and across said Luckxmi Estates LLC tract of land to a point for corner at the south end of said corner clip on the east right-of-way line of said Business Park Drive;

THENCE S 00°25'00" W, 81.45 feet, along the east right-of-way line of Business Park Drive, over and across said Luckxmi Estates LLC tract of land to a point for corner on the south line of said Luckxmi Estates LLC tract of land and on the north line of said W.C. Bryant and Betty K. Bryant tract of land;

THENCE S 89°37'47" W, 29.20 feet, along the south line of said Luckxmi Estates LLC tract of land and the north line of said W.C. Bryant and Betty K. Bryant tract of land to the POINT OF BEGINNING and containing approximately 0.6662 acres or 29,019 square feet of land.

EXHIBIT 6 / Parcel No. 5B (Continued)

Tract II
Drainage Easement
Luckxmi Estates LLC
Metes and Bounds Description
0.0069 Acres or 300 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, and being part of that certain tract of land described by instrument to Luckxmi Estates LLC, recorded in Collin County Clerk's Instrument Number 20211102002237490, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with "VOTEX" cap found (controlling monument) at the southwest corner of Luckxmi Estates LLC tract of land, same being the northwest corner of a tract of land described by instrument to W.C. Bryant and Betty K. Bryant recorded in Volume 256 Page 280, Deed Records of Collin County, Texas, and being in the east line of a 30 foot ingress and egress easement, also known as Business Park Drive, same being the east line of the Warren / Avant-Garde Addition, and addition to the Town of Prosper, recorded in Collin County Clerk's Instrument Number 20060210000185440, O.P.R.C.C.T.;

THENCE N 89°37'47" E, 29.20 feet, along the south line of said Luckxmi Estates LLC tract of land and the north line of said W.C. Bryant and Betty K. Bryant tract of land to a point for corner on the east right-of-way line of Business Park Drive (a 60.0 foot right-of-way);

THENCE N 00°25'00" E, 81.45 feet, along said east right-of-way line of Business Park Drive, over and across said Luckxmi Estates LLC tract of land, to a point for corner at the south end of a corner clip at the intersection of Business Park Drive with West First Street (a 90.0 foot right-of-way);

THENCE N 44°55'40" E, 7.13 feet, along said corner clip, to a point for the POINT OF BEGINNING;

THENCE N 44°55'40" E, 28.53 feet, continuing along said corner clip, to a point for corner at the north end of said corner clip, said point being on the south right-of-way line of West First Street (a 90.0 foot right-of-way);

THENCE N 89°26'21" E, 5.00 feet, along said south right-of-way line, to a point for corner;

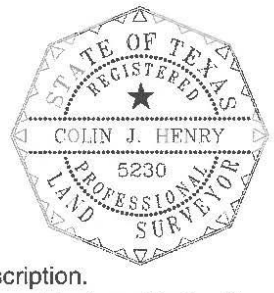
THENCE S 00°25'00" W, 20.00 feet, over and across said Luckxmi Estates LLC tract of land to a point for corner;

THENCE S 89°26'21" W, 25.00 feet, over and across said Luckxmi Estates LLC tract of land to the POINT OF BEGINNING and containing approximately 0.0069 acres or 300 square feet of land.

EXHIBIT 6 / Parcel No. 5B (Continued)

4/14/2022

Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044



Notes:
1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 6 / Parcel No. 5B (Continued)

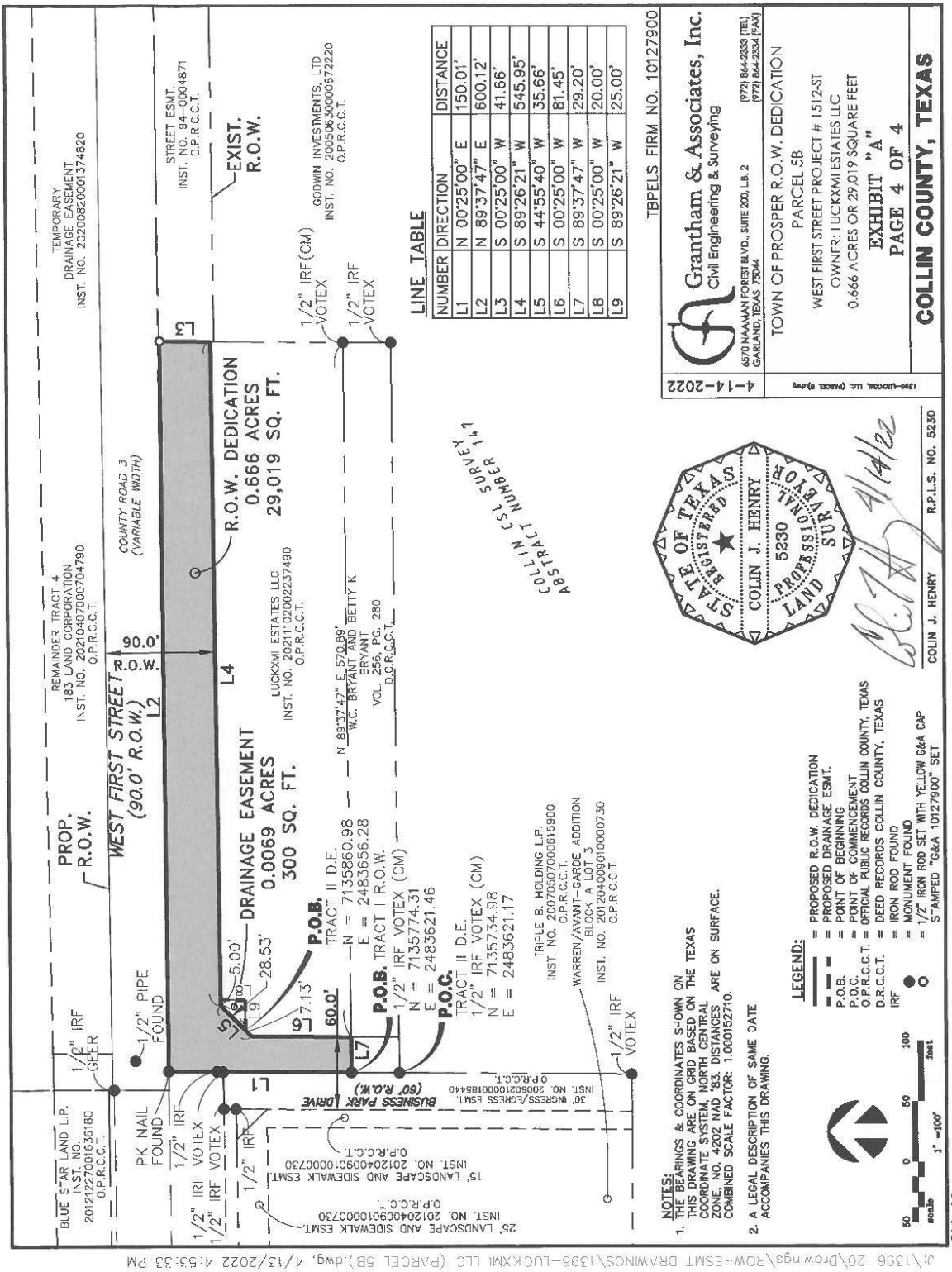


EXHIBIT 7 / Parcel No. 6

EXHIBIT "A"

Drainage Easement
The Mahard 2003 Partnership, L.P.
Metes and Bounds Description
0.0053 Acres or 232 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to The Mahard 2003 Partnership, L.P. recorded in Collin County Clerk's Instrument Number 20040421000567710, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at the southwest corner of said Mahard 2003 Partnership L.P. tract of land, same being on the east line of that certain tract of land described to Godwin Investments, Ltd recorded in Collin County Clerk's Instrument Number 20050630000872220, O.P.R.C.C.T., and westerly northwest corner of that certain tract of land described to Jerry Glen Hansel recorded in Collin County Clerk's Instrument Number 20160119000060760, O.P.R.C.C.T., from which a 1/2-inch iron rod found (controlling monument) bears N 54°55'33" E, 0.34 feet;

THENCE N 00°56'22" W, 429.62 feet, along the west line of said Mahard 2003 Partnership L.P. tract of land and the east line of said Godwin Investments, Ltd tract to a point for corner on the south right-of-way line of West First Street (a variable width right-of-way),

THENCE N 89°30'47" E, 33.81 feet, along the south right-of-way line of said West First Street, and with the north line of said Mahard 2003 Partnership L.P. tract of land, to the POINT OF BEGINNING;

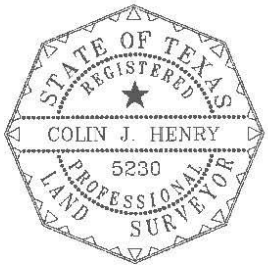
THENCE N 89°30'47" E, 23.17 feet, continuing along the south right-of-way line of said West First Street, and with the north line of said Mahard 2003 Partnership L.P. tract of land, to a point for corner;

THENCE S 00°29'13" E, 10.00 feet, over and across said Mahard 2003 Partnership L.P. tract of land, to a point for corner;

THENCE S 89°30'47" W, 23.17 feet, over and across said Mahard 2003 Partnership L.P. tract of land, to a point for corner;

THENCE N 00°29'13" W, 10.00 feet, over and across said Mahard 2003 Partnership L.P. tract of land to the POINT OF BEGINNING and containing approximately 0.0053 acres or 232 square feet of land.

EXHIBIT 7 / Parcel No. 6 (Continued)



4/14/2022

Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044

Notes:
1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. Temporary Construction Easements of 0.0078 acres or 338 square feet and 0.1190 acres or 5,184 square feet are located as shown on the drawing accompanying this description.
4. The temporary construction easements shall expire as noted in the easement agreement.
5. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 7 / Parcel No. 6 (Continued)

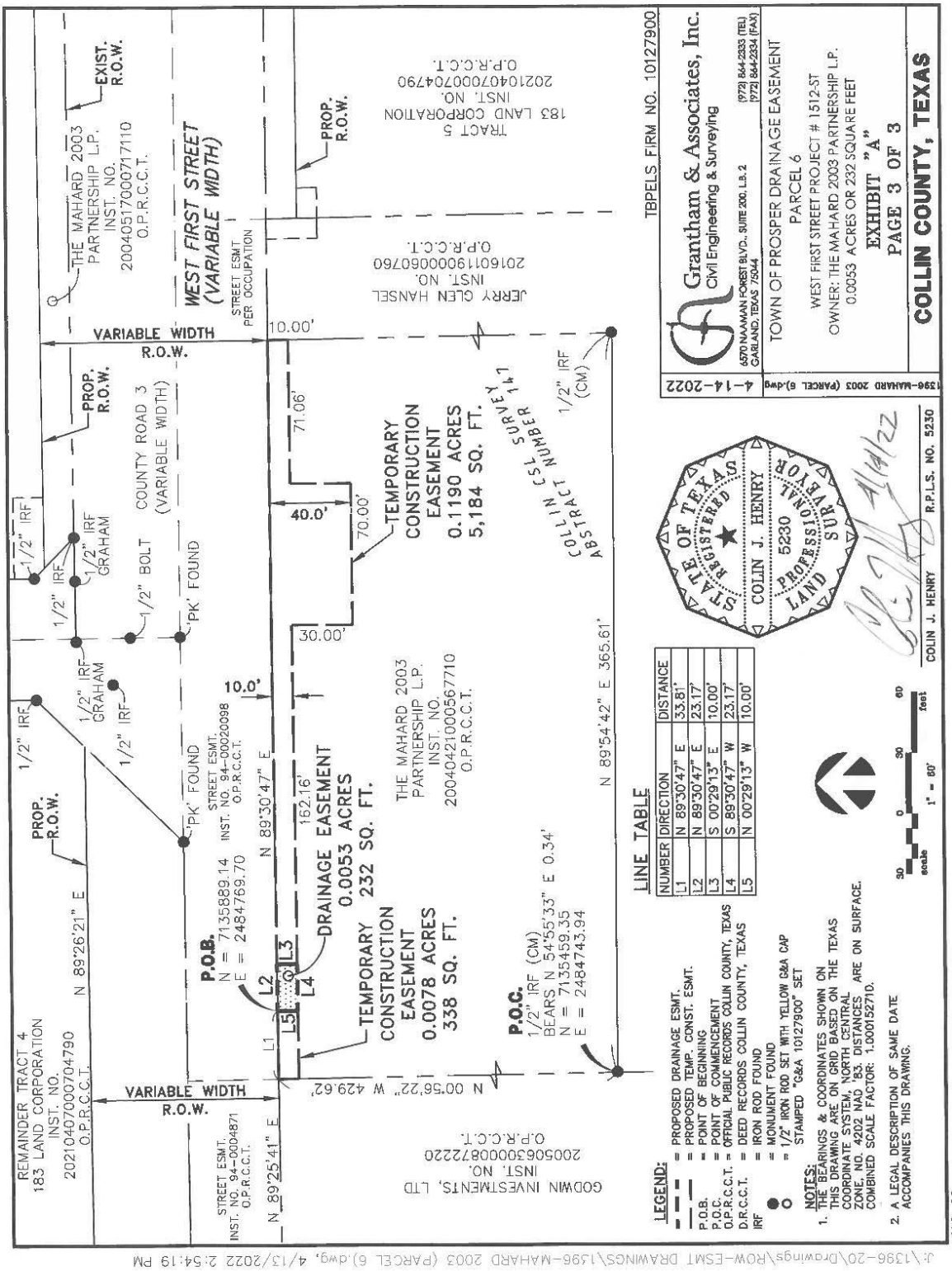


EXHIBIT 8 / Parcel No. 7

EXHIBIT "A"

Tract I
Right-of-Way Dedication
701/709 Stadium Drive LLC
Metes and Bounds Description
0.1558 Acres or 6,787 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to 701/709 Stadium Drive LLC, recorded in Collin County Clerk's Instrument Number 20201117002046730, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2-inch capped iron rod (G&A) found (controlling monument), said point being at the intersection of the east right-of-way line of Cook Lane (a 60.0 foot right-of-way) with the north right-of-way line of County Road 3 (a variable width right-of-way) at the east end of a corner clip, and being the southeast corner of that certain called 1.383 acre tract of land described by Warranty Deed to The Town of Prosper, recorded in Collin County Clerk's Instrument Number 20190204000116930, O.P.R.C.C.T.;

THENCE N 45°39'27" W, 21.22 feet, along said corner clip and the east right-of-way line of said Cook Lane and the west line of said 701/709 Stadium Drive LLC tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the north right-of-way line of West First Street (a variable width right-of-way);

THENCE N 89°22'21" E, 460.00 feet, along the north right-of-way line of said West First Street, over and across of said 701/709 Stadium Drive LLC tract of land, to a point for corner;

THENCE S 00°37'39" E, 15.00 feet, continuing along an offset in the north right-of-way line of said West First Street, over and across of said 701/709 Stadium Drive LLC tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the north right-of-way line of County Road 3 (a variable right-of-way) and being the south line of said 701/709 Stadium Drive LLC tract of land;

THENCE S 89°22'21" W, 444.98 feet, along the north right-of-way line of County Road 3 and the south line of said 701/709 Stadium Drive LLC tract of land to the POINT OF BEGINNING and containing approximately 0.1558 acres or 6,787 square feet of land.

EXHIBIT 8 / Parcel No. 7 (Continued)

Tract II
Drainage Easement
701/709 Stadium Drive LLC
Metes and Bounds Description
0.0135 Acres or 588 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to 701/709 Stadium Drive LLC, recorded in Collin County Clerk's Instrument Number 20201117002046730, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch capped iron rod (G&A) found (controlling monument), said point being at the intersection of the east right-of-way line of Cook Lane (a 60.0 foot right-of-way) with the north right-of-way line of County Road 3 (a variable width right-of-way) at the east end of a corner clip, and being the southeast corner of that certain called 1.383 acre tract of land described by Warranty Deed to The Town of Prosper, recorded in Collin County Clerk's Instrument Number 20190204000116930, O.P.R.C.C.T.;

THENCE N 45°39'27" W, 21.22 feet, along said corner clip and the east right-of-way line of said Cook Lane and the west line of said 701/709 Stadium Drive LLC tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for the POINT OF BEGINNING on the north right-of-way line of West First Street (a variable width right-of-way);

THENCE N 45°39'27" W, 7.07 feet, continuing along said corner clip and the east right-of-way line of said Cook Lane and the west line of said 701/709 Stadium Drive LLC tract of land, to a 1/2-inch capped iron rod (G&A) found (controlling monument) for corner;

THENCE N 00°41'15" W, 10.00 feet, continuing along the east right-of-way line of said Cook Lane and the west line of said 701/709 Stadium Drive LLC tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

THENCE N 89°22'21" E, 40.01 feet, over and across of said 701/709 Stadium Drive LLC tract of land, to a point for corner;

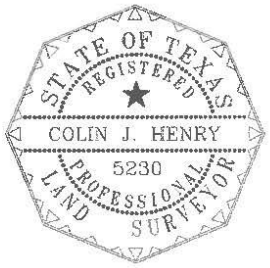
THENCE S 00°37'39" E, 15.00 feet, over and across of said 701/709 Stadium Drive LLC tract of land, to a point for corner on the north right-of-way line of West First Street (a variable width right-of-way);

THENCE S 89°22'21" W, 34.99 feet, along the north right-of-way line of West First Street, over and across of said 701/709 Stadium Drive LLC tract of land to the POINT OF BEGINNING and containing approximately 0.0135 acres or 588 square feet of land.

EXHIBIT 8 / Parcel No. 7 (Continued)

4-14-2022

Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044



Notes:
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4. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 8 / Parcel No. 7 (Continued)

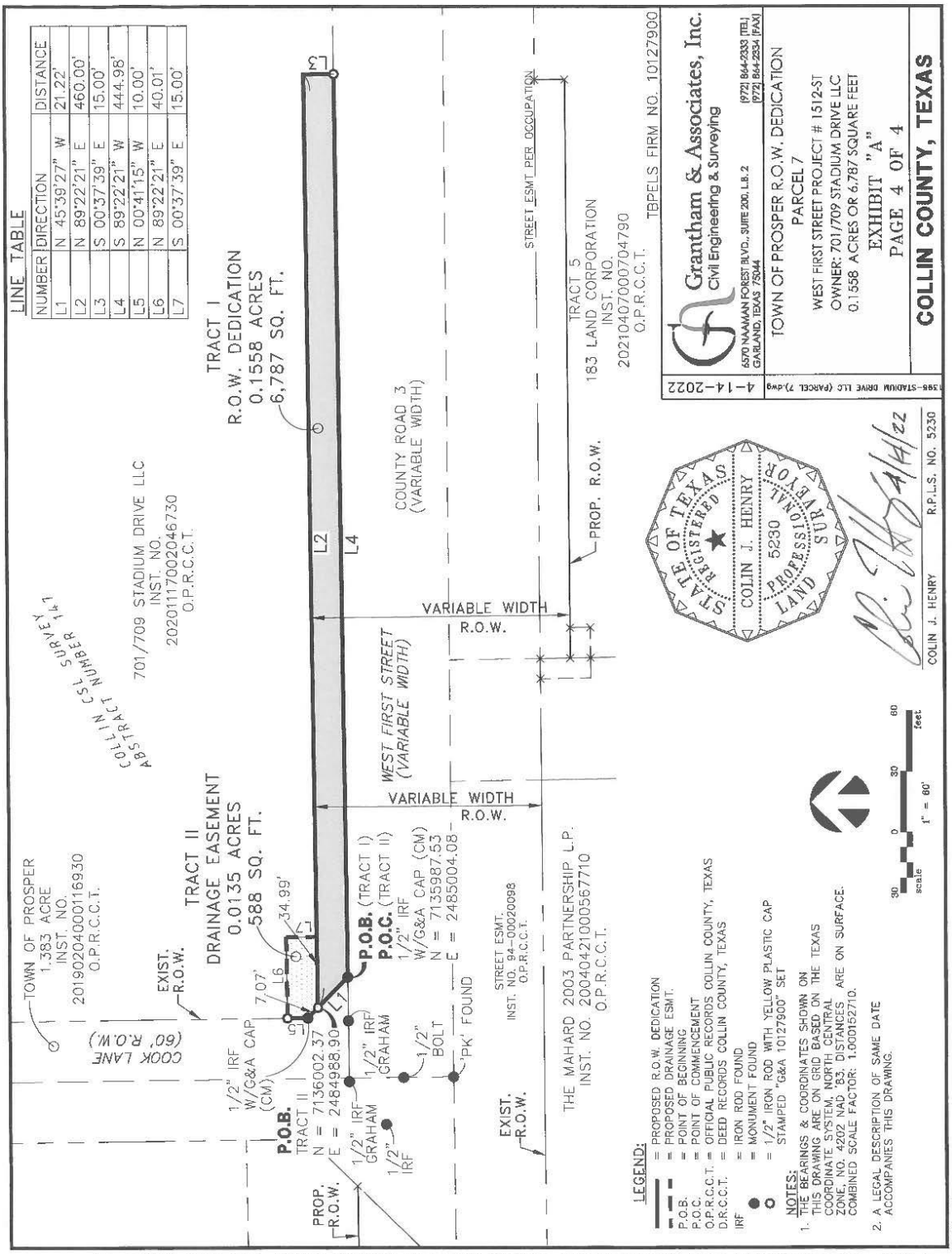


EXHIBIT 9 / Parcel No. 8

EXHIBIT "A"

Tract I
Right-of-way Dedication
Jerry Glen Hansel
Metes and Bounds Description
0.0618 Acres or 2,693 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Jerry Glen Hansel recorded in Collin County Clerk's Instrument Number 20160119000060760, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at the southeast corner of said Jerry Glen Hansel tract of land from which a 1/2-inch iron rod found (controlling monument) bears S 08°08'11" W, 0.42 feet, same being on the west line of that certain tract of land described as Tract 5 to 183 Land Corporation by instrument recorded in Collin County Clerk's Instrument Number 20210407000704790, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.);

THENCE N 00°58'35" W, 1,490.81 feet, along the west line of said 183 Land Corporation tract of land and the east line of said Jerry Glen Hansel tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for the POINT OF BEGINNING on the south right-of-way line of West First Street (a variable width right-of-way);

THENCE S 89°38'53" W, 59.84 feet, over and across said Jerry Glen Hansel tract of land, to a point for corner on the west line thereof;

THENCE N 00°58'04" W, 45.00 feet, along the west line of said Jerry Glen Hansel tract of land, over and across County Road 3 to a MAG nail with shiner (G&A 10127900) set for corner on the centerline of County Road 3;

THENCE N 89°38'53" E, 59.83 feet, along the centerline of County Road 3 and the north line of said Jerry Glen Hansel tract of land, to a MAG nail with shiner (G&A 10127900) set for the northeast corner thereof;

THENCE S 00°58'35" E, 45.00 feet, over and across County Road 3 and along the east line of said Jerry Glen Hansel tract of land, to the POINT OF BEGINNING and containing approximately 0.0618 acres or 2,693 square feet of land.

EXHIBIT 9 / Parcel No. 8 (Continued)

Tract II
Drainage Easement
Jerry Glen Hansel
Metes and Bounds Description
0.0057 Acres or 250 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Jerry Glen Hansel recorded in Collin County Clerk's Instrument Number 20160119000060760, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at the southeast corner of said Jerry Glen Hansel tract of land from which a 1/2-inch iron rod found (controlling monument) bears S 08°08'11" W, 0.42 feet, same being on the west line of that certain tract of land described as Tract 5 to 183 Land Corporation by instrument recorded in Collin County Clerk's Instrument Number 20210407000704790, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.);

THENCE N 00°58'35" W, 1,465.81 feet, along the west line of said 183 Land Corporation tract of land and the east line of said Jerry Glen Hansel tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for the POINT OF BEGINNING;

THENCE S 89°38'53" W, 10.00 feet, over and across said Jerry Glen Hansel tract of land, to a point for corner;

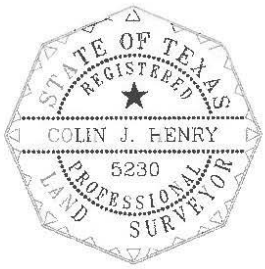
THENCE N 00°58'35" W, 25.00 feet, over and across said Jerry Glen Hansel tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner, same being on the south right-of-way line of West First Street (a variable width right-of-way);

THENCE N 89°38'53" E, 10.00 feet, over and across said Jerry Glen Hansel tract of land and along the south right-of-way line of West First Street, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the east line thereof;

THENCE S 00°58'35" E, 25.00 feet, along the west line of said 183 Land Corporation tract of land and the east line of said Jerry Glen Hansel tract of land, to the POINT OF BEGINNING and containing approximately 0.0057 acres or 250 square feet of land.

EXHIBIT 9 / Parcel No. 8 (Continued)

4/18/22



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Notes:

1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 9 / Parcel No. 8 (Continued)

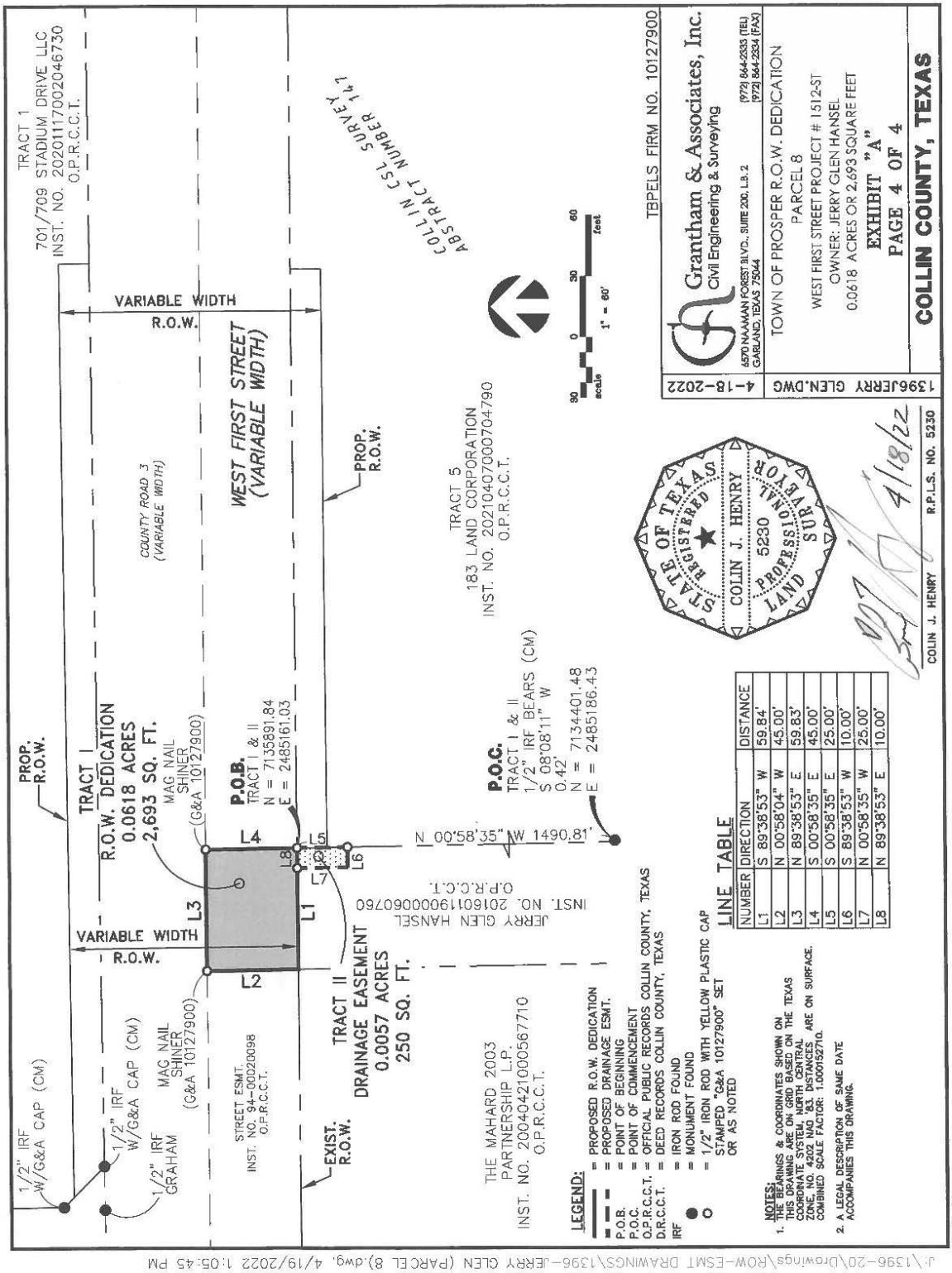


EXHIBIT 10 / Parcel No. 9

EXHIBIT "A"

Tract I
Right-of-Way Dedication
183 Land Corporation
Metes and Bounds Description
0.6177 Acres or 26,908 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described as Tract 5 by instrument to 183 Land Corporation recorded in Collin County Clerk's Instrument Number 20210407000704790, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a calculated point for the southeast corner of a tract of land described to Jerry Glen Hansel recorded in Collin County Clerk's Instrument Number 20160119000060760, O.P.R.C.C.T., from which a 1/2-inch iron rod found (controlling monument) bears S 08°08'11" W, 0.42 feet, same being on a west line of said 183 Land Corporation tract of land;

THENCE N 00°58'35" W, 1,475.81 feet, along the west line of said 183 Land Corporation tract of land and the east line of said Jerry Glen Hansel tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set on the south right-of-way line of West First Street (a variable width right-of-way) and the POINT OF BEGINNING;

THENCE N 00°58'35" W, continuing along the east line of said Jerry Glen Hansel tract of land and the west line of said 183 Land Corporation tract of land, at 15.00 feet passing a 1/2-inch capped iron rod (G&A 10127900) set on the south right-of-way line of County Road 3 (a variable width right-of-way), continuing over and across County Road 3 in all, a total distance of 60.00 feet to a MAG Nail with shiner (G&A 10127900) set for corner on the centerline of County Road 3 and the north line of said 183 Land Corporation tract of land;

THENCE N 89°38'53" E, 507.85 feet, along the north line of said 183 Land Corporation tract of land and with said centerline, to a MAG Nail with shiner (G&A 10127900) set for corner on the west right-of-way line of the BNSF Railroad right-of-way (300' ROW);

THENCE S 11°23'49" W, over and across County Road 3 and along the east line of said 183 Land Corporation tract of land and with said west right-of-way line, at 35.78 feet passing a 1-inch iron rod found, continuing in all, a total distance of 45.96 feet, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the south right-of-way line of West First Street (a variable width right-of-way);

THENCE S 89°38'53" W, 212.84 feet, over and across said 183 Land Corporation tract of land and with said south right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

THENCE S 00°21'07" E, 15.00 feet, over and across said 183 Land Corporation tract of land and with said south right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

THENCE S 89°38'53" W, 285.00 feet, over and across of said 183 Land Corporation tract of land and with said south right-of-way line, to the POINT OF BEGINNING and containing approximately 0.6177 acres or 26,908 square feet of land.

EXHIBIT 10 / Parcel No. 9 (Continued)

Tract II
Drainage Easement
183 Land Corporation
Metes and Bounds Description
0.0034 Acres or 150 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described as Tract 5 by instrument to 183 Land Corporation recorded in Collin County Clerk's Instrument Number 20210407000704790, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a calculated point for the southeast corner of a tract of land described to Jerry Glen Hansel recorded in Collin County Clerk's Instrument Number 20160119000060760, O.P.R.C.C.T., from which a 1/2-inch iron rod found (controlling monument) bears S 08°08'11" W, 0.42 feet, same being on a west line of said 183 Land Corporation tract of land;

THENCE N 00°58'35" W, 1,465.81 feet, along the west line of said 183 Land Corporation tract of land and the east line of said Jerry Glen Hansel tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the south right-of-way line of West First Street (a variable width right-of-way) and the POINT OF BEGINNING;

THENCE N 89°38'53" E, 15.00 feet, along said south right-of-way line over and across said 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

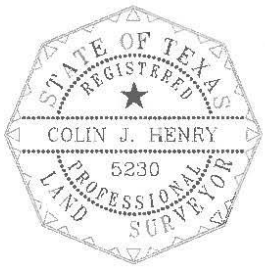
THENCE S 00°58'35" E, 10.00 feet, over and across said 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

THENCE S 89°38'53" W, 15.00 feet, over and across said 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the west line thereof;

THENCE N 00°58'35" W, 10.00 feet, along the west line of said 183 Land Corporation Inc tract of land and the east line of said Jerry Glen Hansel tract of land, to the POINT OF BEGINNING and containing approximately 0.0034 acres or 150 square feet of land.

EXHIBIT 10 / Parcel No. 9 (Continued)

4/18/22



Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044

Notes:
1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. Temporary Construction Easement of 0.0049 acres or 215 square feet is located as shown on the drawing accompanying this description.
4. The temporary construction easement shall expire as noted in the easement agreement.
5. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 10 / Parcel No. 9 (Continued)

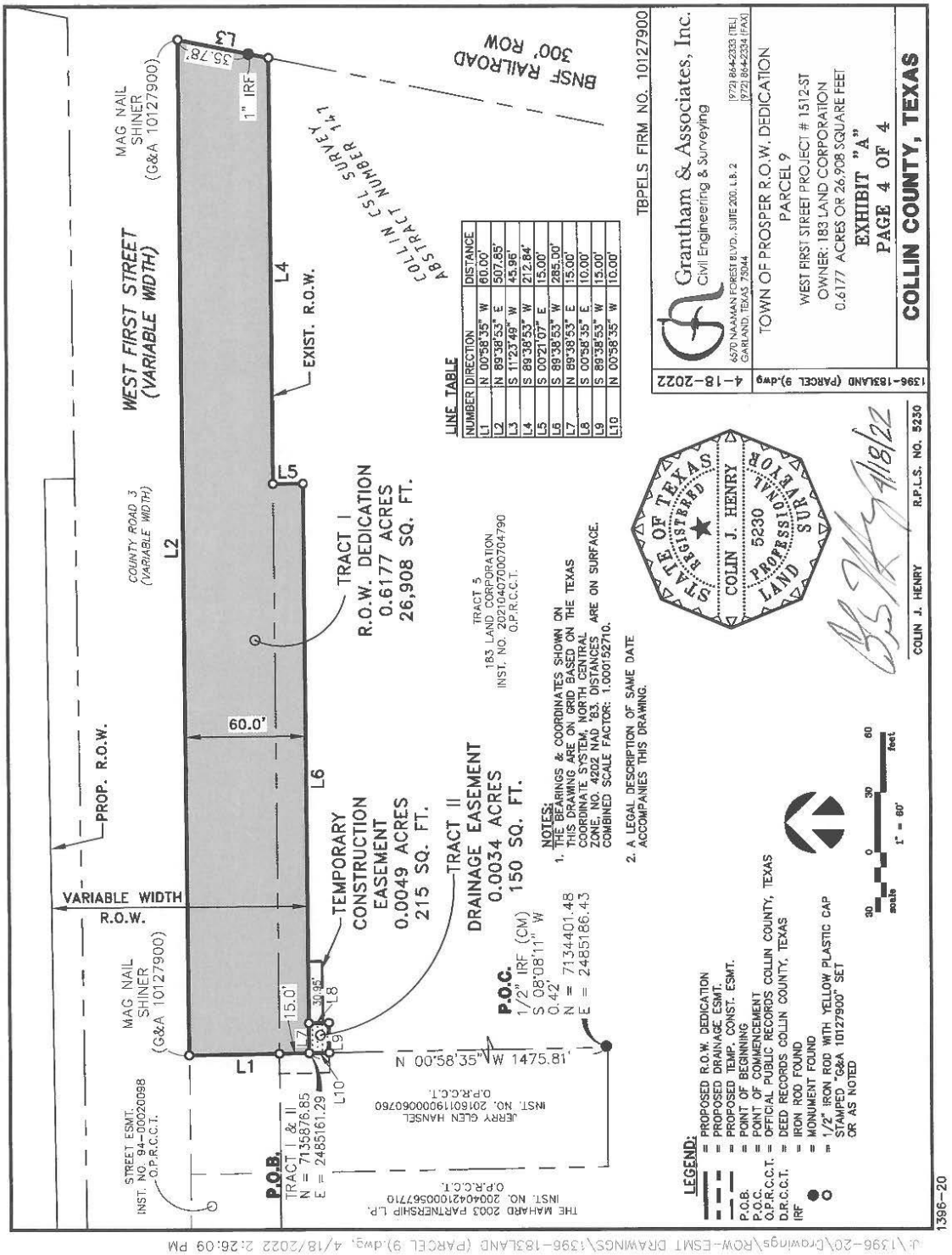


EXHIBIT 11 / Parcel No. 10

EXHIBIT "A"

Tract I
Right-of-Way Dedication
CoServ Property Holdings LLC
Metes and Bounds Description
0.1838 Acres or 8,005 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to CoServ Property Holdings LLC recorded in Collin County Clerk's Instrument Number 20140812000856950, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING a calculated point at the easterly northeast corner of said CoServ Property Holdings LLC tract of land, same being on the west right-of-way line of South McKinley Street (a 60 foot right-of-way), from which a 1-inch iron rod found (controlling monument) bears N 00°16'17" W, 4.09 feet;

THENCE S 11°22'50" W, 442.33 feet, along said west right-of-way line and the east line of said CoServ Property Holdings LLC tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for the POINT OF BEGINNING, and being at the intersection of said west right-of-way line with the north right-of-way line of West First Street (a 97.0 foot right-of-way) at the north end of a corner clip;

THENCE S 11°22'50" W, 51.35 feet, continuing along said west right-of-way line and the east line of said CoServ Property Holdings LLC tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner in the south line thereof, same being the north right-of-way line of County Road 3 (a variable width right-of-way);

THENCE N 89°53'25" W, 306.06 feet, along said south line and said north right-of-way line, to a point for corner on the east right-of-way line of BNSF Railroad (a 300 foot right-of-way);

THENCE N 11°23'49" E, 25.36 feet, along the west line of said CoServ Property Holdings LLC tract of land and the east right-of-way line of said BNSF Railroad, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the north right-of-way line of West First Street (a 97.0 foot right-of-way);

THENCE S 89°58'49" E, 280.65 feet, over and across said Coserve Property Holdings LLC tract of land and with said north right-of-way line, to a point for corner at the west end of a corner clip;

THENCE N 50°42'00" E, 39.45 feet, over and across of said CoServ Property Holdings LLC tract of land with said north right-of-way line and corner clip, to the POINT OF BEGINNING and containing approximately 0.1838 acres or 8,005 square feet of land.

EXHIBIT 11 / Parcel No. 10 (Continued)

Tract II
Drainage Easement
CoServ Property Holdings LLC
Metes and Bounds Description
0.0042 Acres or 185 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to CoServ Property Holdings LLC recorded in Collin County Clerk's Instrument Number 20140812000856950, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING a calculated point at the easterly northeast corner of said CoServ Property Holdings LLC tract of land, same being on the west right-of-way line of South McKinley Street (a 60 foot right-of-way), from which a 1-inch iron rod found (controlling monument) bears N 00°16'17" W, 4.09 feet;

THENCE S 11°22'50" W, 442.33 feet, along said west right-of-way line and the east line of said CoServ Property Holdings LLC tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for the POINT OF BEGINNING, and being at the intersection of said west right-of-way line with the north right-of-way line of West First Street (a 97.0 foot right-of-way) at the north end of a corner clip;

THENCE S 50°42'00" W, 30.47 feet, over and across said CoServ Property Holdings LLC tract of land and with said north right-of-way line and corner clip, to a point for corner;

THENCE N 00°06'35" E, 9.73 feet, over and across said CoServ Property Holdings LLC tract of land, to a point for corner;

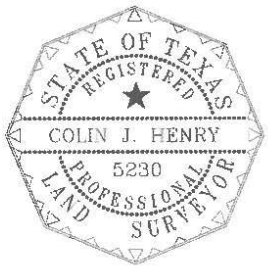
THENCE N 50°00'24" E, 17.96 feet, over and across said CoServ Property Holdings LLC tract of land, to a point for corner;

THENCE S 78°37'10" E, 10.00 feet, over and across of said CoServ Property Holdings LLC tract of land, to the POINT OF BEGINNING and containing approximately 0.0042 acres or 185 square feet of land.

EXHIBIT 11 / Parcel No. 10 (Continued)

4/14/22

Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044



Notes:
1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 11 / Parcel No. 10 (Continued)

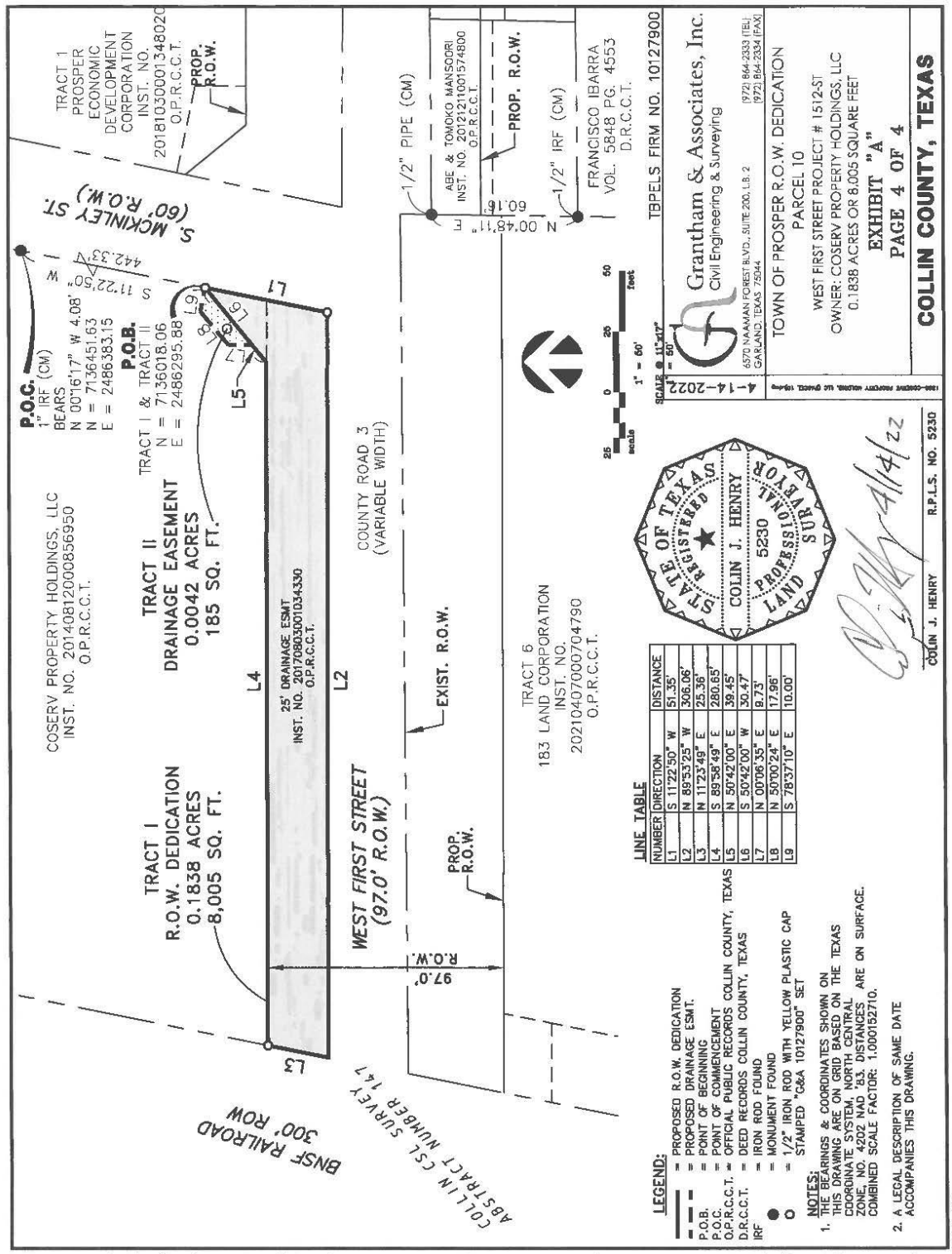


EXHIBIT 12 / Parcel No. 11

EXHIBIT "A"

Tract I
Right-of-Way Dedication
183 Land Corporation
Metes and Bounds Description
0.3304 Acres or 14,394 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described as Tract 6 by instrument to 183 Land Corporation recorded in Collin County Clerk's Instrument Number 20210407000704790, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found (controlling monument) at the southwest corner of that certain tract of land described to Abe and Tomoko Mansoori recorded in Collin County Clerk's Instrument Number 20121211001574800, O.P.R.C.C.T., from which a 1/2-inch iron pipe found (controlling monument) for the northwest corner of said Abe and Tomoko Mansoori tract of land bears N 00°48'11" E, 60.16 feet;

THENCE N 00°48'11" E, 31.46 feet, along the west line of said Abe and Tomoko Mansoori tract of land and the east line of said 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the south right-of-way line of West First Street (a 97.0 foot right-of-way) and the POINT OF BEGINNING;

THENCE N 89°58'49" W, 360.35 feet, over and across said 183 Land Corporation tract of land and with said south right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the west line thereof, same being the east right-of-way line of BNSF Railroad (a 300 foot right-of-way);

THENCE N 11°23'49" E, 40.12 feet, along said east right-of-way line, to a MAG Nail with shiner (G&A 10127900) set8 for the northwest corner of said 183 Land Corporation tract of land and being on the south right-of-way line of County Road 3 (a variable width right-of-way);

THENCE S 89°41'04" E, 353.01 feet, along the north line of said 183 Land Corporation tract of land and with said south right-of-way line, to a MAG nail with shiner (G&A 10127900) set for the northeast corner of said 183 Land Corporation tract of land;

THENCE S 00°48'11" W, 41.40 feet, along the east line of said 183 Land Corporation tract of land and the west line of said Abe and Tomoko Mansoori tract of land, to the POINT OF BEGINNING and containing approximately 0.3304 acres or 14,394 square feet of land.

EXHIBIT 12 / Parcel No. 11 (Continued)

Tract II
Drainage Easement
183 Land Corporation
Metes and Bounds Description
0.0147 Acres or 640 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described as Tract 6 by instrument to 183 Land Corporation recorded in Collin County Clerk's Instrument Number 20210407000704790, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found (controlling monument) at the southwest corner of that certain tract of land described to Abe and Tomoko Mansoori recorded in Collin County Clerk's Instrument Number 20121211001574800, O.P.R.C.C.T., from which a 1/2-inch iron pipe found (controlling monument) for the northwest corner of said Abe and Tomoko Mansoori tract of land bears N 00°48'11" E, 60.16 feet;

THENCE N 00°48'11" E, 31.46 feet, along the west line of said Abe and Tomoko Mansoori tract of land and the east line of said 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the south right-of-way line of West First Street (a 97.0 foot right-of-way);

THENCE N 89°58'49" W, 327.71 feet, over and across said 183 Land Corporation tract of land and with said south right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for corner and the POINT OF BEGINNING;

THENCE S 11°23'49" W, 20.00 feet, over and across said 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

THENCE N 89°58'49" W, 32.64 feet, over and across said 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the west line thereof, same being the east right-of-way line of BNSF Railroad (a 300 foot right-of-way);

THENCE N 11°23'49" E, 20.00 feet, along the west line of said 183 Land Corporation tract of land and said east right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the south right-of-way line of West First Street (a 97.0 foot right-of-way);

THENCE S 89°58'49" E, 32.64 feet, over and across said 183 Land Corporation tract of land and with said south right-of-way line, to the POINT OF BEGINNING and containing approximately 0.0147 acres or 640 square feet of land.

EXHIBIT 12 / Parcel No. 11 (Continued)

4/14/2022



Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044

Notes:

1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. Temporary Construction Easement of 0.3868 acres or 16,850 square feet is located as shown on the drawing accompanying this description.
4. The temporary construction easement shall expire as noted in the easement agreement.
5. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 12 / Parcel No. 11 (Continued)

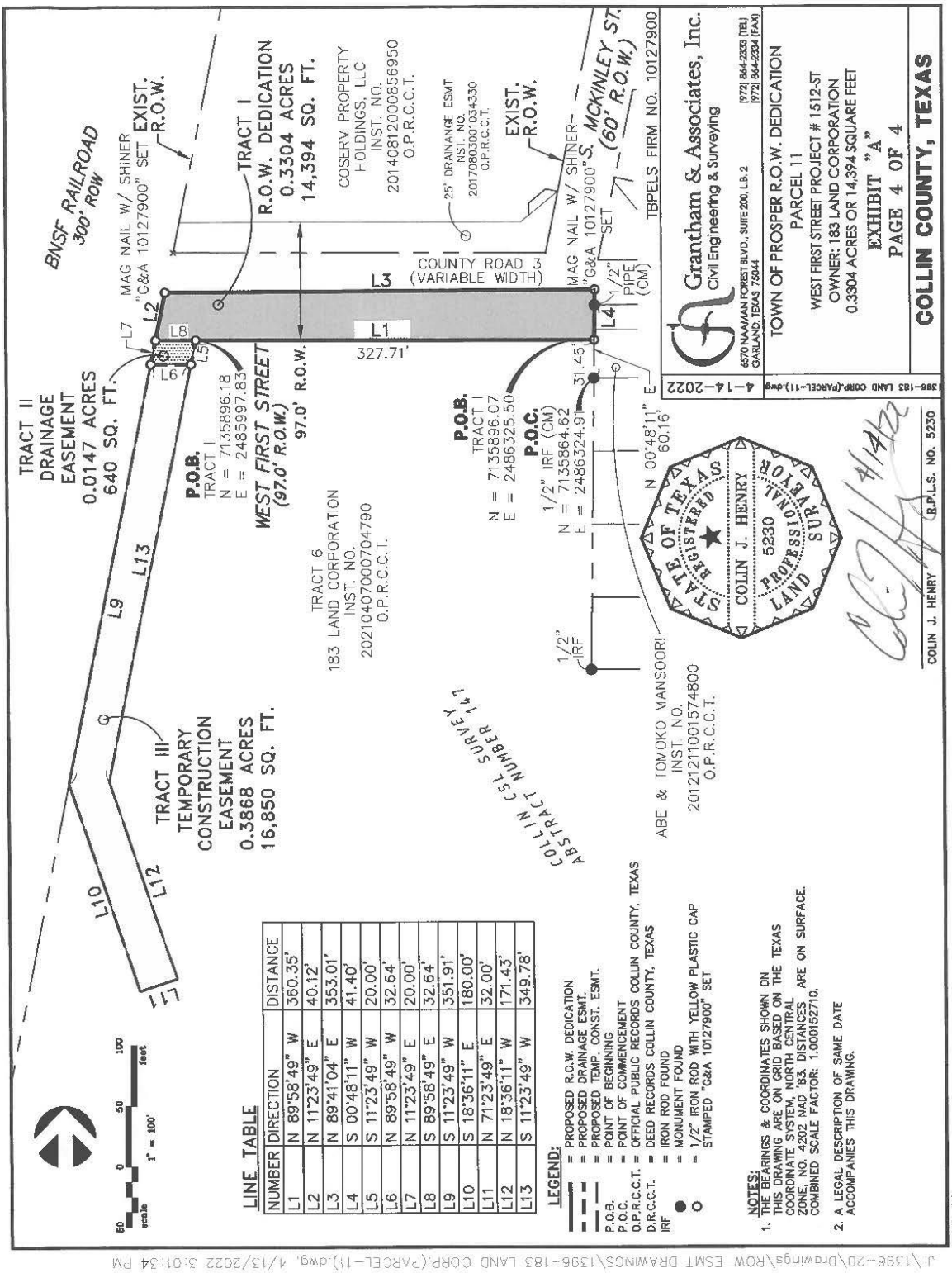


EXHIBIT 13 / Parcel No. 13

EXHIBIT "A"

Right-of-Way Dedication
Abe and Tomoko Mansoori
Metes and Bounds Description
0.0377 Acres or 1,644 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Abe and Tomoko Mansoori recorded in Collin County Clerk's Instrument Number 20121211001574800, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2-inch iron pipe found (controlling monument) for the northwest corner of said Abe and Tomoko Mansoori tract of land, and being on the south right-of-way line of County Road 3 (a variable width right-of-way), and from which a 1/2-inch iron rod found (controlling monument) at the southwest corner of said Abe and Tomoko Mansoori tract of land bears S 00°48'11" W, 60.16 feet;

THENCE N 89°35'26" E, 80.24 feet, along the north line of said Abe and Tomoko Mansoori tract of land and with said south right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for corner;

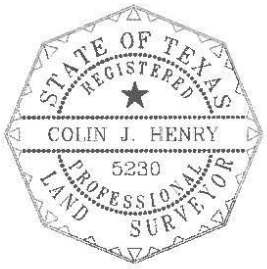
THENCE S 01°10'29" W, 20.82 feet, along the east line of said Abe and Tomoko Mansoori tract of land and the west line of a tract of land described to Daril R Nix Revocable Living Trust recorded in Collin County Clerk's Instrument Number 19940211000143680, O.P.R.C.C.T., to a point for corner on the south right-of-way line of West First Street (a 96.5 foot right-of-way);

THENCE N 89°58'25" W, 80.09 feet, along said south right-of-way line, over and across said Abe and Tomoko Mansoori tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the west line thereof and being on the east line of Tract 6 as described by instrument to 183 Land Corporation recorded in Collin County Clerk's Instrument Number 20210407000704790, O.P.R.C.C.T.;

THENCE N 00°48'11" E, 20.20 feet, along the west line of said Abe and Tomoko Mansoori tract of land and the east line of said 183 Land Corporation tract of land, to the POINT OF BEGINNING and containing approximately 0.0377 acres or 1,644 square feet of land.

EXHIBIT 13 / Parcel No. 13 (Continued)

4/14/2022



Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044

Notes:
1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 13 / Parcel No. 13 (Continued)

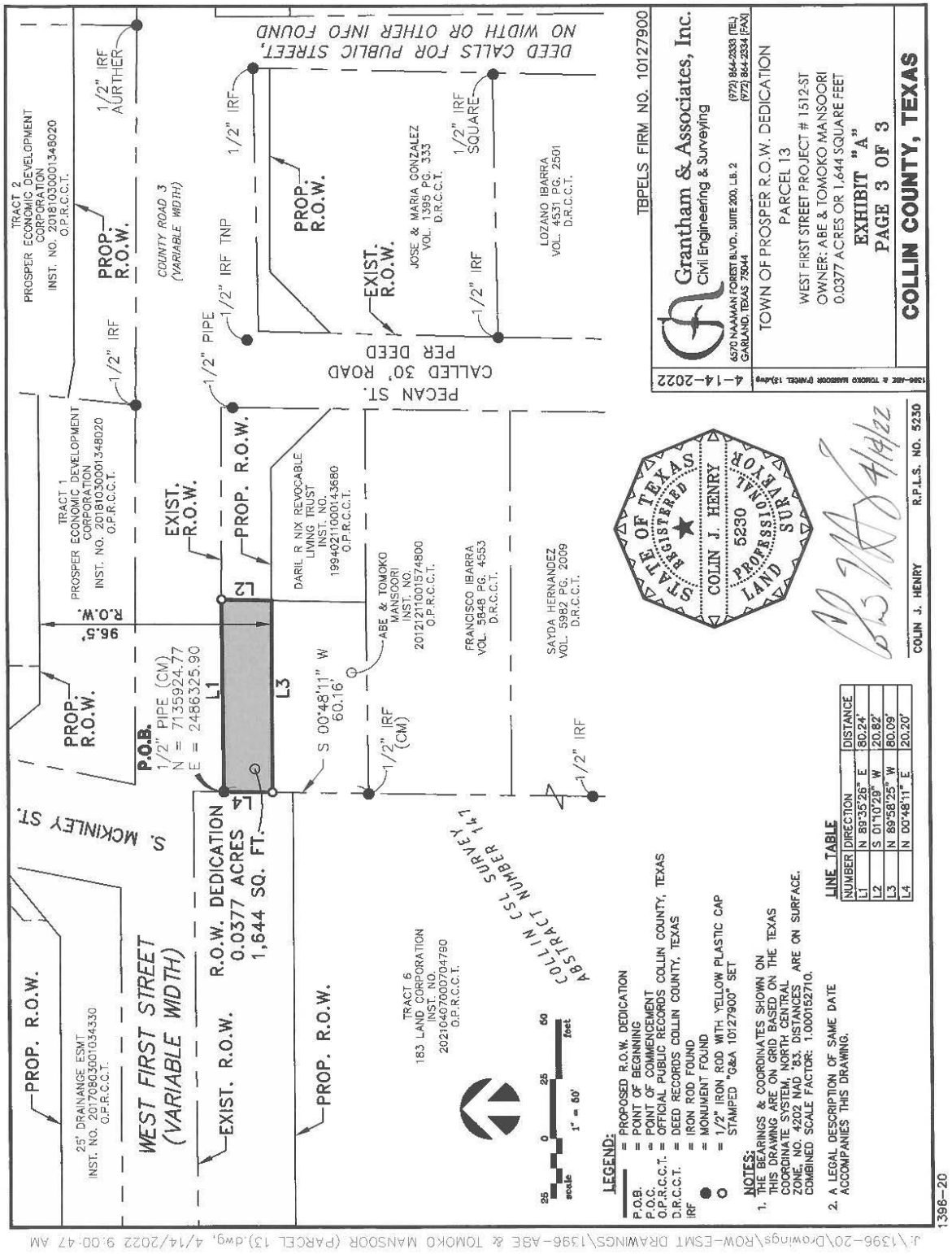


EXHIBIT 14 / Parcel No. 14

EXHIBIT "A"

Right-of-Way Dedication
Daril R Nix Revocable Living Trust
Metes and Bounds Description
0.0455 Acres or 1,980 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Daril R Nix Revocable Living Trust recorded in Collin County Clerk's Instrument Number 19940211000143680, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron pipe found (controlling monument) for the northwest corner of that certain tract of land described to Abe and Tomoko Mansoori recorded in Collin County Clerk's Instrument Number 20121211001574800, O.P.R.C.C.T., and being on the south right-of-way line of 1st Street (a variable width right-of-way), and from which a 1/2-inch iron rod found (controlling monument) at the southwest corner of said Abe and Tomoko Mansoori tract of land bears S 00°48'11" W, 60.16 feet;

THENCE N 89°35'26" E, 80.24 feet, along the north line of said Abe and Tomoko Mansoori tract of land and with said south right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for the POINT OF BEGINNING;

THENCE S 89°54'54" E, 80.24 feet, along the north line of said Daril R Nix Revocable Living Trust tract of land and with said south right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for corner at the intersection of said south right-of-way line with the west right-of-way line of Pecan Street (a 30.0 foot right-of-way);

THENCE S 00°48'35" W, 45.72 feet, along the east line of said Daril R Nix Revocable Living Trust tract of land and with said west right-of-way line of Pecan Street, to a 1/2-inch capped iron rod (G&A 10127900) set for corner at the south end of a corner clip, and being on the south right-of-way line of 1st Street (a 96.5 foot right-of-way);

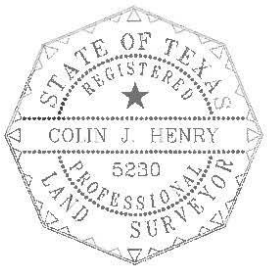
THENCE N 44°35'07" W, 35.11 feet, over and across said Daril R Nix Revocable Living Trust tract of land and with said corner clip and said south right-of-way line, to a point for corner at the west end of a corner clip;

THENCE N 89°58'49" W, 55.37 feet, along said south right-of-way line, over and across said Daril R Nix Revocable Living Trust tract of land, to a point for corner on the west line thereof;

THENCE N 01°10'29" E, 20.81 feet, along the east line of said Abe and Tomoko Mansoori tract of land and the west line of said Daril R Nix Revocable Living Trust tract of land, to the POINT OF BEGINNING and containing approximately 0.0455 acres or 1,980 square feet of land.

EXHIBIT 14 / Parcel No. 14 (Continued)

4-14-2022



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Notes:
1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 14 / Parcel No. 14 (Continued)

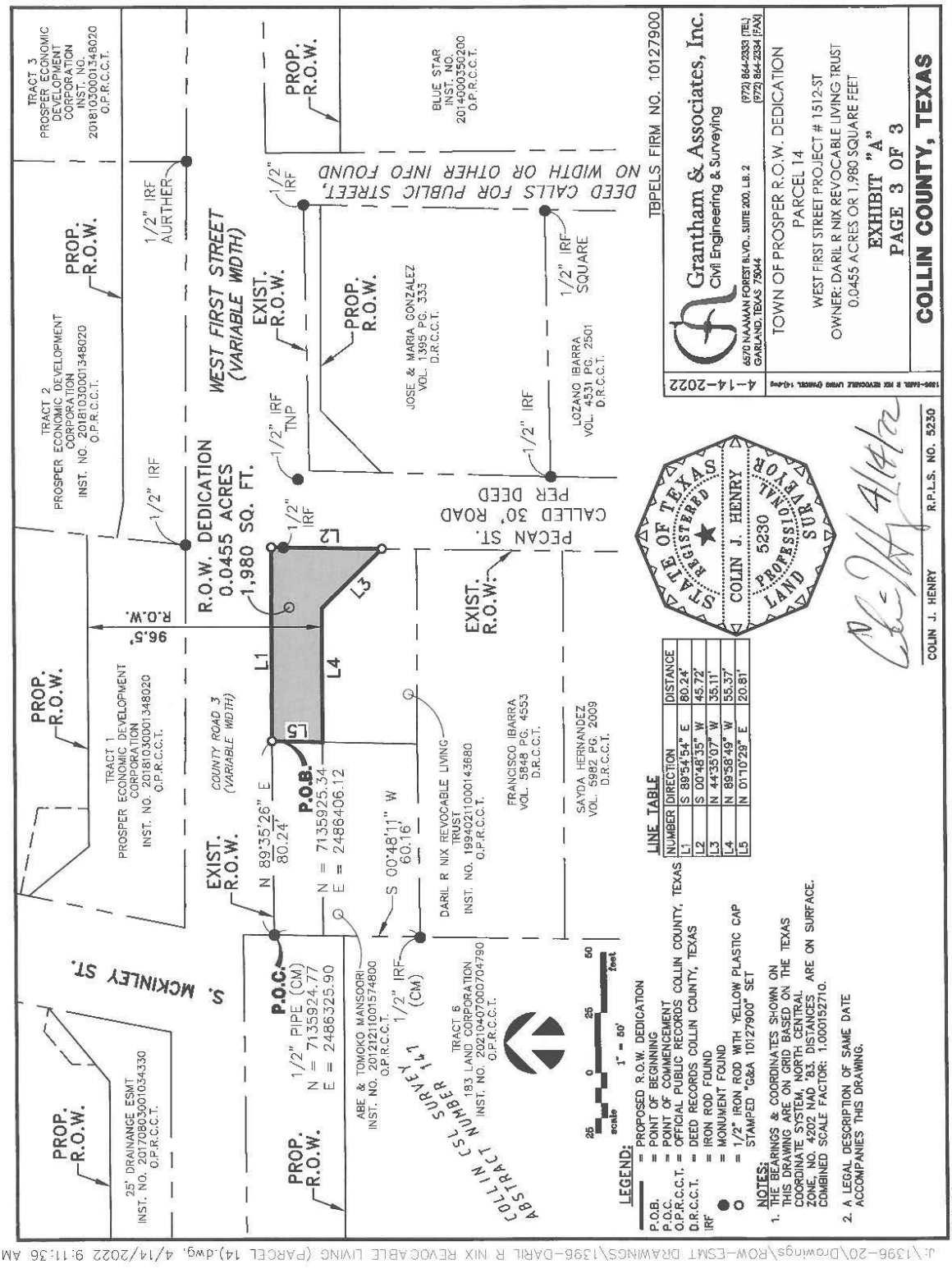


EXHIBIT 15 / Parcel No. 15

EXHIBIT "A"

Tract I
Right-of-Way Dedication
Jose and Maria Gonzalez
Metes and Bounds Description
0.0220 Acres or 960 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Jose and Maria Gonzalez recorded in Volume 1395, Page 333, Deed Records of Collin County, Texas, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found (controlling monument) for the northeast corner of said Jose and Maria Gonzalez tract of land, and being on the south right-of-way line of County Road 3 (a variable width right-of-way), and from which a 1/2-inch square iron rod found (controlling monument) at the southeast corner of said Jose and Maria Gonzalez tract of land bears S 01°14'23" W, 99.97 feet, and being on the west right-of-way line of a public street (unknown width);

THENCE S 01°14'23" W, 6.95 feet, along the east line of said Jose and Maria Gonzalez tract of land and with said west right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for corner, and being on the south right-of-way line of West First Street (an 81.5 foot wide right-of-way);

THENCE N 89°58'49" W, 84.95 feet, over and across said Jose and Maria Gonzalez tract of land and with said south right-of-way line, to a point for corner at the east end of a corner clip;

THENCE S 45°44'28" W, 35.81 feet, over and across said Jose and Maria Gonzalez tract of land, along said corner clip and with said south right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for corner at the south end of said corner clip, and being on the east right-of-way line of Pecan Street (a 30.0 foot right-of-way);

THENCE N 01°27'45" E, 29.84 feet, along the west line of said Jose and Maria Gonzalez tract of land and with said east right-of-way line of Pecan Street, to a 1/2-inch capped iron rod (G&A 10127900) set for corner, and being on the south right-of-way line of County Road 3 (a variable width right-of-way);

THENCE N 88°54'54" E, 110.00 feet, along the north line of said Jose and Maria Gonzalez tract of land and with said south right-of-way line, to the POINT OF BEGINNING and containing approximately 0.0220 acres or 960 square feet of land.

EXHIBIT 15 / Parcel No. 15 (Continued)

Tract II
Water Easement
Jose and Maria Gonzalez
Metes and Bounds Description
0.0100 Acres or 437 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Jose and Maria Gonzalez recorded in Volume 1395, Page 333, Deed Records of Collin County, Texas, (D.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found (controlling monument) for the northeast corner of said Jose and Maria Gonzalez tract of land, and being on the south right-of-way line of County Road 3 (a variable width right-of-way), and from which a 1/2-inch square iron rod found (controlling monument) at the southeast corner of said Jose and Maria Gonzalez tract of land bears S 01°14'23" W, 99.97 feet, and being on the west right-of-way line of a public street (unknown width);

THENCE S 01°14'23" W, 6.95 feet, along the east line of said Jose and Maria Gonzalez tract of land and with said west right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for the POINT OF BEGINNING, and being on the south right-of-way line of West First Street (an 81.5 foot wide right-of-way);

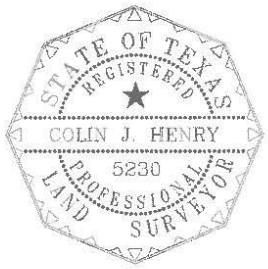
THENCE S 01°14'23" W, 5.00 feet, along the east line of said Jose and Maria Gonzalez tract of land and with said west right-of-way line, to a point for corner;

THENCE N 89°58'49" W, 89.97 feet, 5.00 feet south of and parallel with said south right-of-way line, over and across said Jose and Maria Gonzalez tract of land, to a point for corner on a corner clip on said south right-of-way line;

THENCE N 45°44'28" E, 7.16 feet, over and across said Jose and Maria Gonzalez tract of land, along said corner clip and with said south right-of-way line, to a point for corner at the east end of said corner clip;

THENCE S 89°58'49" E, 84.95 feet, over and across said Jose and Maria Gonzalez tract of land and with said south right-of-way line, to the POINT OF BEGINNING and containing approximately 0.0100 acres or 437 square feet of land.

EXHIBIT 15 / Parcel No. 15 (Continued)



4/14/2022

Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044

Notes:
1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 15 / Parcel No. 15 (Continued)

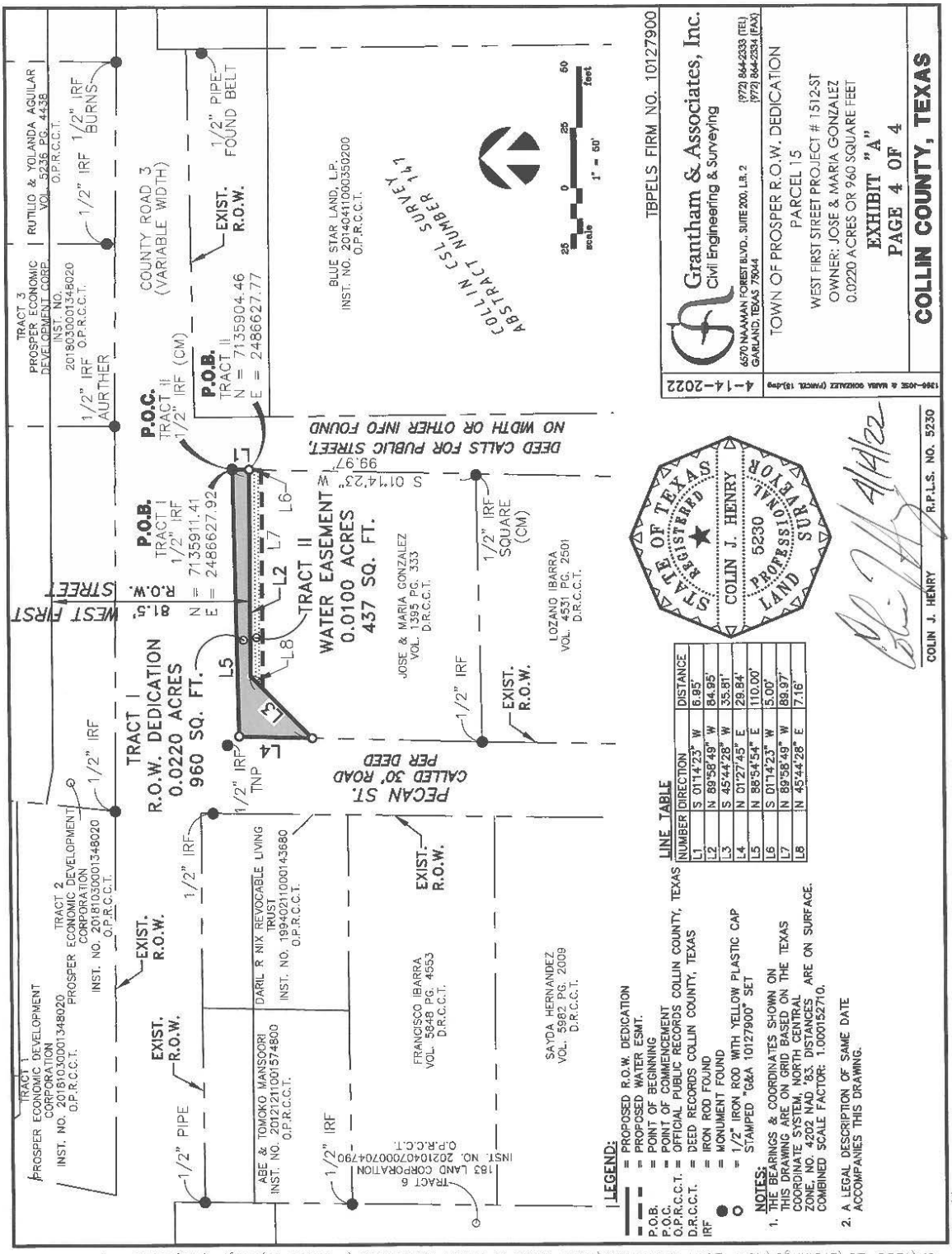


EXHIBIT 16 / Parcel No. 16

EXHIBIT "A"

Right-of-Way Dedication
Blue Star Land LP
Metes and Bounds Description
0.1118 Acres or 4,869 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Blue Star Land LP recorded in Collin County Clerks' Instrument Number 20140411000350200, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found (controlling monument) for the northeast corner of that certain tract of land described by instrument to Jose and Maria Gonzalez recorded in Volume 1395, Page 333, Deed Records of Collin County, Texas, (D.R.C.C.T.), and being on the south right-of-way line of County Road 3 (a variable width right-of-way), and from which a 1/2-inch square iron rod found (controlling monument) at the southeast corner of said Jose and Maria Gonzalez tract of land bears S 01°14'23" W, 100.00 feet, and being on the west right-of-way line of a public street (unknown width);

THENCE N 54°11'13" E, 26.35 feet, to a 1/2-inch capped iron rod (G&A 10127900) set for corner and the POINT OF BEGINNING, and being on the south right-of-way line of said County Road 3;

THENCE N 89°05'15" E, 151.67 feet, along said south right-of-way line and with the north line of said Blue Star Land LP tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for the northeast corner thereof, being on a west line of that certain tract of land described as Tract 6 by instrument to 183 Land Corporation recorded in Collin County Clerk's Instrument Number 20210407000704790, O.P.R.C.C.T.;

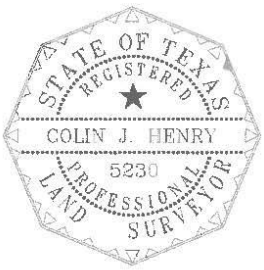
THENCE S 00°25'54" E, 33.34 feet, departing said south right-of-way line and along the east line of said Blue Star Land LP tract of land and the west line of said 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner, and being on the south right-of-way line of West First Street (a 90.0 foot right-of-way);

THENCE N 89°58'50" W, 151.67 feet, over and across said Blue Star Land LP tract of land and with said south right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the west line thereof;

THENCE N 00°25'54" W, 30.87 feet, along the west line of said 183 Land Corporation tract of land, to the POINT OF BEGINNING and containing approximately 0.1118 acres or 4,869 square feet of land.

EXHIBIT 16 / Parcel No. 16 (Continued)

4/14/2022



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3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 16 / Parcel No. 16 (Continued)

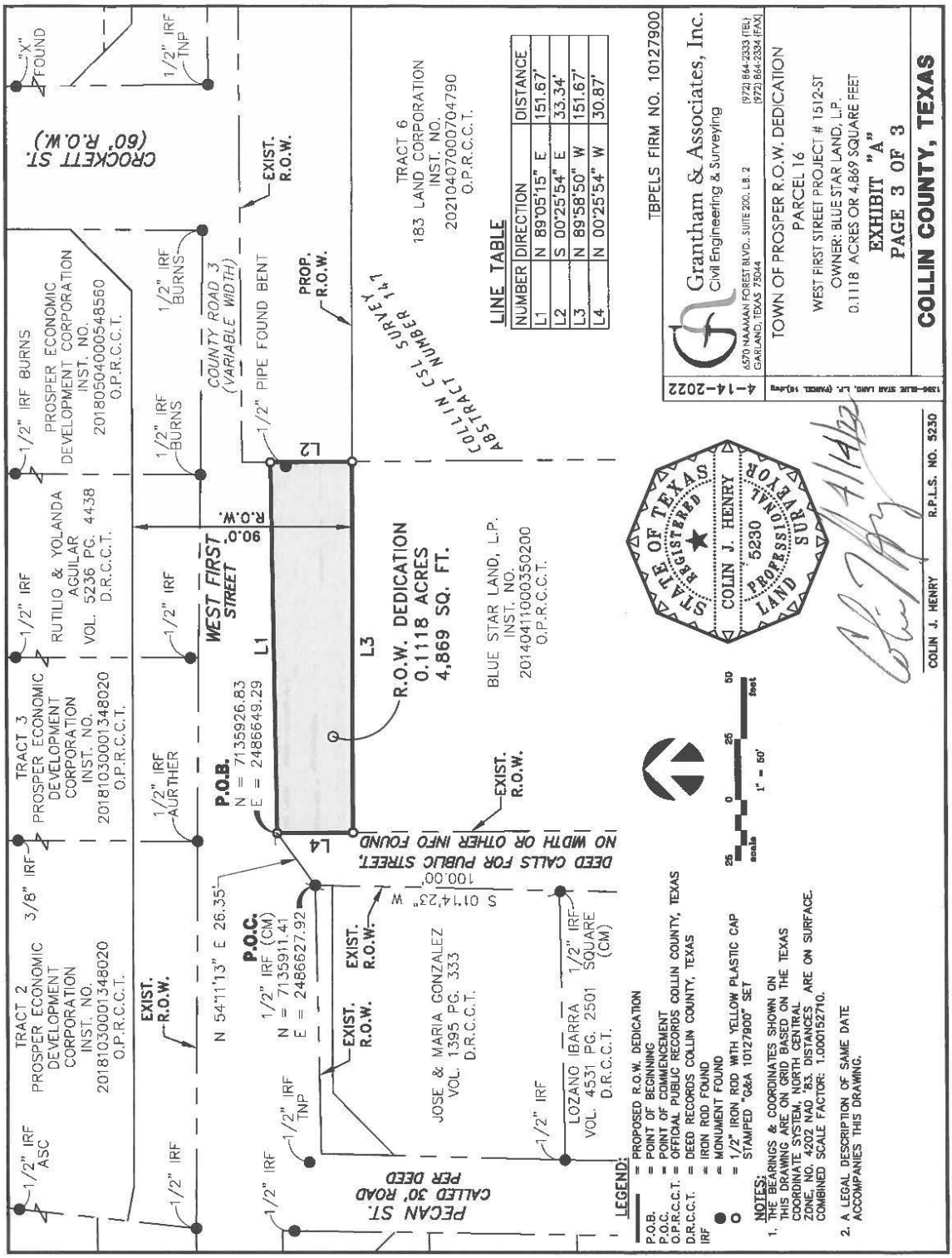


EXHIBIT 17 / Parcel No. 17

EXHIBIT "A"

Tract I
Right-of-Way Dedication
Rutilio and Yolanda Aguilar
Metes and Bounds Description
0.0472 Acres or 2,058 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Rutilio and Yolanda Aguilar recorded in Volume 5236, Page 4438, Deed Records of Collin County, Texas, (D.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2-inch capped iron rod (Burns) (controlling monument) found for the southeast corner of said Rutilio and Yolanda Aguilar tract of land, said point being on the north right-of-way line of County Road 3 (a variable width right-of-way), and being on the west line of that certain tract of land described by instrument to Prosper Economic Development Corporation recorded in Collin County Clerk's Instrument Number 20180504000548560, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.), from which a 1/2-inch capped iron rod (Burns) (controlling monument) found for the northeast corner of said Rutilio and Yolanda Aguilar tract of land bears N 00°19'38" E, 140.09 feet;

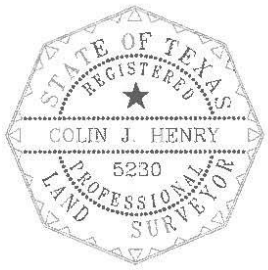
THENCE N 89°12'02" W, 74.91 feet, along said north right-of-way line and the south line of said Rutilio and Yolanda Aguilar tract of land, to a 1/2-inch iron rod found for the southwest corner thereof;

THENCE N 00°01'11" E, 26.94 feet, along the west line of said Rutilio and Yolanda Aguilar tract of land and the east line of that certain tract of land described as Tract 3 by instrument to Prosper Economic Development Corporation recorded in Collin County Clerk's Instrument Number 20181030001348020, O.P.R.C.C.T., to a point for corner, same being on the north right-of-way line of West First Street (a 90.0 foot wide right-of-way);

THENCE S 89°58'49" E, 75.05 feet, over and across said Rutilio and Yolanda Aguilar tract of land and with said north right-of-way line, to a 1/2-inch capped iron rod (G&A 10127900) set for corner, and being on the west line of that certain tract of land described by instrument to Prosper Economic Development Corporation recorded in Collin County Clerk's Instrument Number 20180504000548560, O.P.R.C.C.T.;

THENCE S 00°19'38" W, 27.96 feet, along the west line of said Prosper Economic Development Corporation tract of land, and the east line of said Rutilio and Yolanda Aguilar tract of land, to the POINT OF BEGINNING and containing approximately 0.0472 acres or 2,058 square feet of land.

EXHIBIT 17 / Parcel No. 17 (Continued)



4/14/2022

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3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.
4. Temporary Construction Easement of 0.0152 acres or 660 square feet is located as shown on the drawing accompanying this description.
5. The temporary construction easement shall expire as noted in the easement agreement.

EXHIBIT 17 / Parcel No. 17 (Continued)

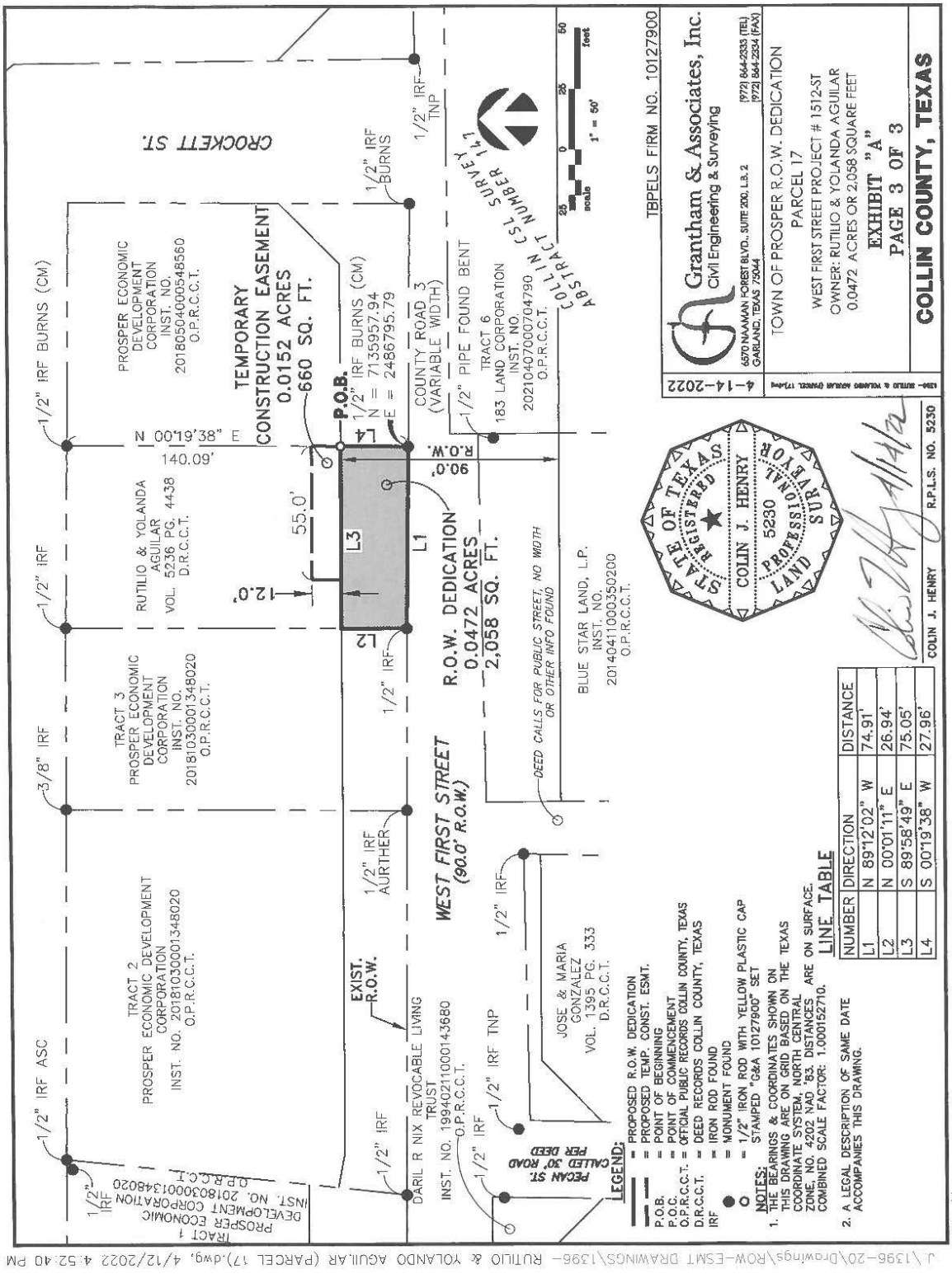


EXHIBIT 18 / Parcel No. 19

EXHIBIT "A"

Right-of-Way Dedication
183 Land Corporation
Metes and Bounds Description
0.4023 Acres or 17,525 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described as Tract 6 by instrument to 183 Land Corporation recorded in Collin County Clerk's Instrument Number 20210407000704790, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 3/4-inch iron rod found for the northeast re-entrant corner of said Tract 6, 183 Land Corporation tract of land and the southwest corner of that certain tract of land described to Sandra Shrader Omohundro recorded in Collin County Clerk's Instrument Number 20170925001280500, O.P.R.C.C.T.;

THENCE N 00°08'38" W, 267.00 feet, along the west line of said Omohundro tract of land, the east line of said Tract 6, 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner and the POINT OF BEGINNING, and being on the south right-of-way line of West First Street (a 90.0 foot right-of-way);

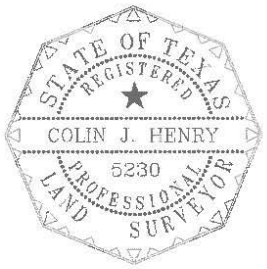
THENCE N 89°58'50" W, 377.02 feet, over and across said Tract 6, 183 Land Corporation tract of land and with the south right-of-way line of West First Street, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the east line of that certain tract of land described by instrument to Blue Star Land LP recorded in Collin County Clerks' Instrument Number 20140411000350200, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.);

THENCE N 00°25'54" W, 45.03 feet, along said east line and the west line of said Tract 6, 183 Land Corporation tract of land to a MAG nail with shiner (G&A 10127900) set for the northwest corner thereof, and being on the centerline of County Road 3 (a variable width right-of-way);

THENCE N 89°34'57" E, 377.25 feet, along said centerline and along the north line of said Tract 6, 183 Land Corporation tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for the northeast corner thereof;

THENCE S 00°08'38" E, 47.91 feet, along the east line of said Tract 6, 183 Land Corporation tract of land and the west line of said Omohundro tract of land, to the POINT OF BEGINNING and containing approximately 0.4023 acres or 17,525 square feet of land.

EXHIBIT 18 / Parcel No. 19 (Continued)



4/14/22

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3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 18 / Parcel No. 19 (Continued)

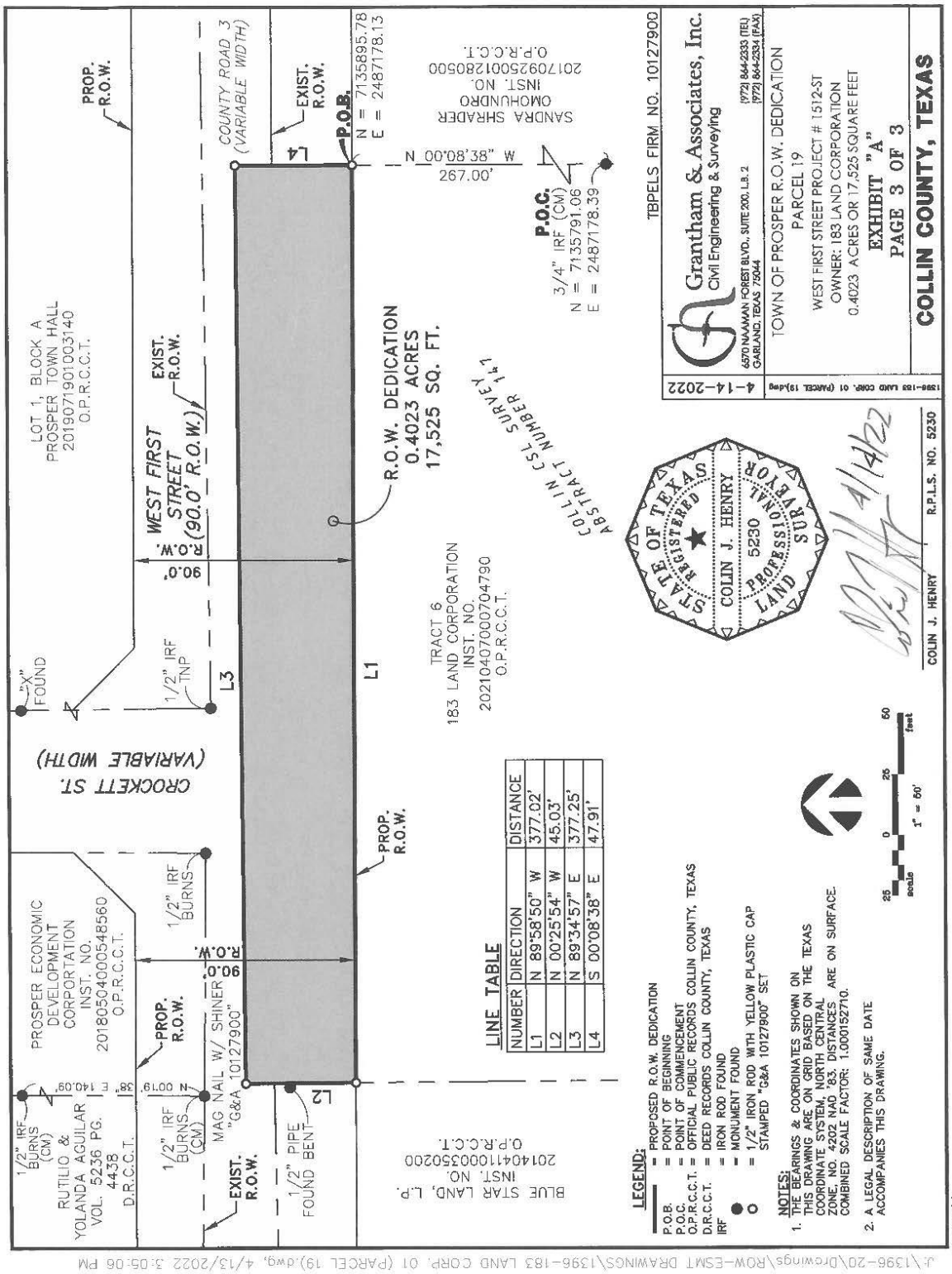


EXHIBIT 19 / Parcel No. 21

EXHIBIT "A"

Right-of-Way Dedication
Sandra Shrader Omohundro
Metes and Bounds Description
0.1140 Acres or 4,968 Square Feet

BEING all that certain lot, tract or parcel of land situated in the Collin County School Land Survey No. 12, Abstract Number 147, Town of Prosper, Collin County, Texas, being part of that certain tract of land described by instrument to Sandra Shrader Omohundro recorded in Collin County Clerk's Instrument Number 20170925001280500, Official Public Records of Collin County, Texas, (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 3/4-inch iron rod (controlling monument) found at the southwest corner of said Omohundro tract of land, being the southeast corner of that certain tract of land described as Tract 6 to 183 Land Corporation recorded in Instrument Number 20210407000704790, O.P.R.C.C.T.;

THENCE N 00°08'38" W, 267.00 feet, along the west line of said Omohundro tract of land, the east line of said Tract 6, 183 Land Corporation, Inc. tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set at the POINT OF BEGINNING;

THENCE N 00°08'38" W, 32.91 feet, continuing along the west line of said Omohundro tract of land and the east line of said Tract 6, 183 Land Corporation, Inc. tract of land, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the south right-of-way line of County Road 3 (variable width right-of-way);

THENCE N 89°51'22" E, 150.00 feet, along said south right-of-way line and the north line of said Omohundro tract of land to a 1/2-inch capped iron rod (G&A 10127900) set for corner, at the intersection of said south right-of-way line of County Road 3 with the west right-of-way line of a public street (called 40' wide by Instrument Number 20170925001280500, O.P.R.C.C.T.);

THENCE S 00°08'38" E, 33.33 feet, departing said south right-of-way line and along the east line of said Omohundro tract of land and the west right-of-way line of said public street, to a 1/2-inch capped iron rod (G&A 10127900) set for corner on the south right-of-way line of West First Street (a 90.0 foot right-of-way);

THENCE N 89°58'50" W, 150.00 feet, over and across said Omohundro tract and along the south right-of-way line of West First Street, to the POINT OF BEGINNING and containing approximately 0.1140 acres or 4,968 square feet of land.

EXHIBIT 19 / Parcel No. 21 (Continued)

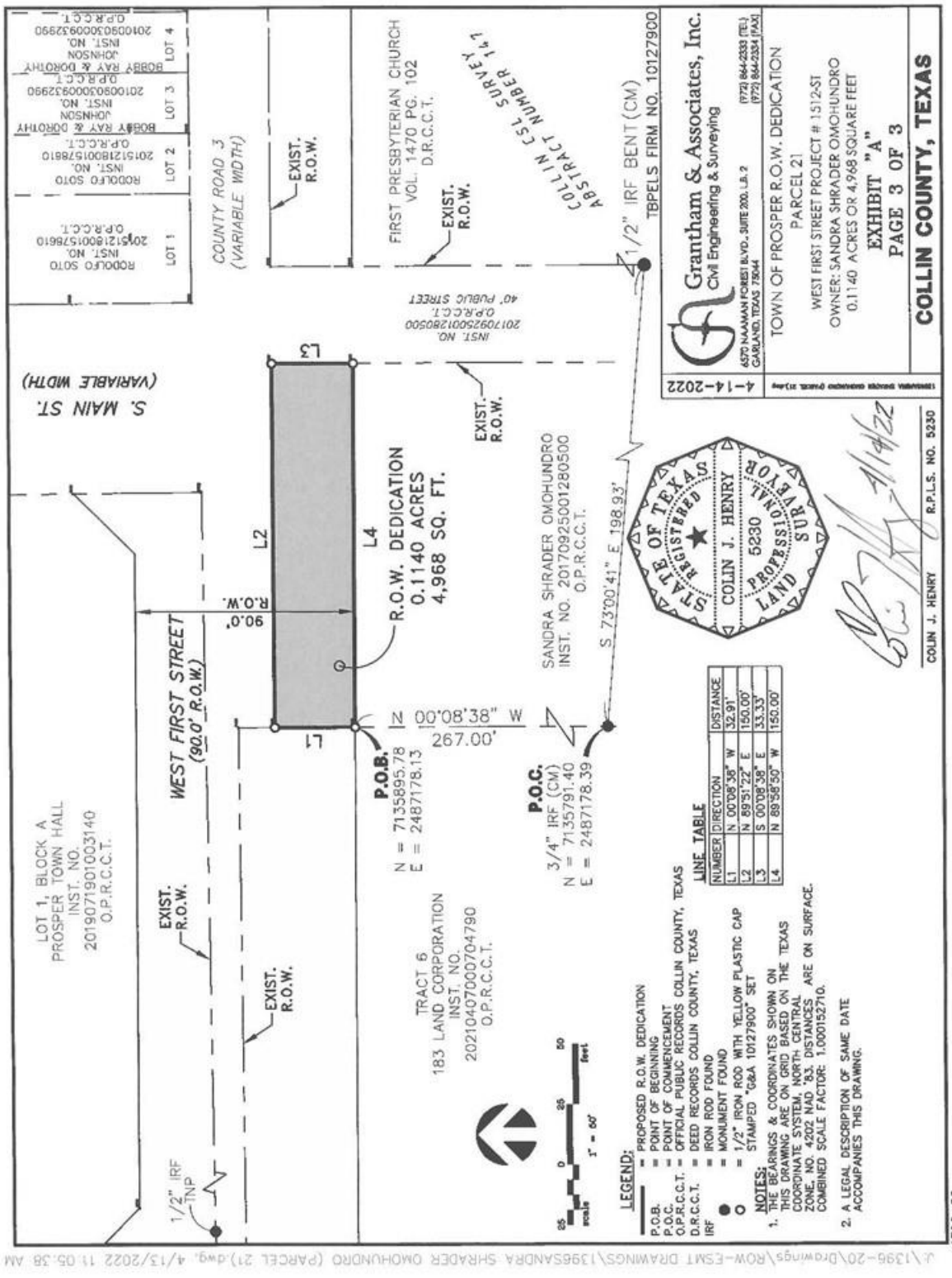


4/14/2022

Colin J. Henry, RPLS
Texas Registration No. 5230
TBPELS Firm No. 10127900
Grantham & Associates, Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Tx. 75044

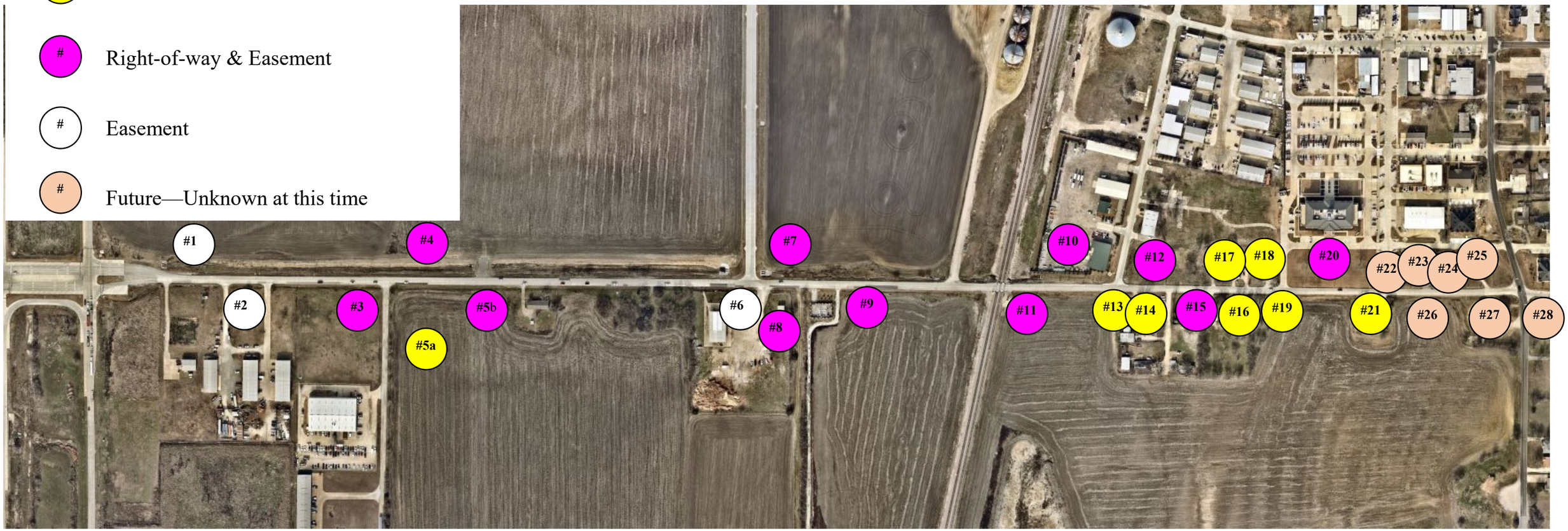
Notes:
1. A drawing of the same date accompanies this description.
2. Bearings and coordinates expressed herein are on grid referred to the Texas Coordinate System, North Central Zone, Number 4202, North American Datum, 1983. Distances are on surface. Combined Scale Factor: 1.000152710.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

EXHIBIT 19 / Parcel No. 21 (Continued)



First Street Right-of-way and Easement Acquisition
Overall Location Map

- # Right-of-way
- # Right-of-way & Easement
- # Easement
- # Future—Unknown at this time



PARCEL #	OWNER	Right-of way (acres)	Easement (Acres)
1	BLUE STAR LAND L.P.		0.1583
2	TOLLWAY FIRST PARTNERS		0.0379
3	TRIPLE B. HOLDING L.P.	0.0072	0.0138
4	183 LAND CORPORATION	1.372	0.0334
5A	WILLIAM BRYANT IRREVOCABLE TRUST	0.0264	
5B	LUCKXMI ESTATES, LLC	0.6662	0.0069
6	THE MAHARD 2003 PARTNERSHIP L.P.		0.0053
7	701/709 STADIUM DRIVE LLC.	0.1558	0.0135
8	JERRY GLEN HANSEL	0.0618	0.0057

PARCEL #	OWNER	Right-of way (Acres)	Easement (Acres)
9	183 LAND CORPORATION	0.6177	0.0034
10	CoServ Property Holdings, LLC	0.1838	0.0042
11	183 LAND CORPORATION	0.3304	0.0147
12	PROSPER ECONOMIC DEVELOPMENT	0.2910	0.0148
13	ABE & TOMOKO MANSOORI	0.0377	
14	DARIL R NIX REVOCABLE LIVING TRUST	0.0455	
15	JOSE & MARIA GONZALEZ	0.0220	0.0100
16	BLUE STAR LAND, L.P.	0.1118	
17	RUTILIO & YOLANDA AGUILAR	0.0472	

PARCEL #	OWNER	Right-of way (Acres)	Easement (Acres)
18	PROSPER ECONOMIC DEVELOPMENT	0.0725	
19	183 LAND CORPORATION	0.4023	
20	TOWN OF PROSPER	0.2300	0.0439
21	SANDRA SHRADER OMOHUNDRO	0.1140	
22	RODOLFO SOTO		
23	SABA NAZ NASIR AND UMAIMA NASIR		
24	KASI & JAGADISH K DARIMADUGU		
25	UNDER REVIEW FOR DETERMINATION		
26 & 27	FIRST PRESBYTERIAN CHURCH		
28	VISION AND STRUCTURE, LLC		

TOWN OF PROSPER

Prosper is a place where everyone matters.

FINANCE DEPARTMENT

To: **Mayor and Town Council**

From: **Betty Pamplin, Finance Director**

Through: **Harlan Jefferson, Town Manager**
Robert B. Scott, Executive Director of Administrative Services

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas General Obligation Bonds, Series 2022", including the adoption of an ordinance authorizing the issuance of such bonds and establishing procedures and delegating authority for the sale and delivery of such bonds.

Description of Agenda Item:

Proceeds from the sale of the Bonds will be used to fund the planned capital projects:

- Costs associated with the design, planning, acquisition, and construction of certain public safety facilities ($600,000)
- Parks and recreational facilities ($2,830,000)
- Streets, roads, bridges, and intersections ($30,570,000)

The attached ordinance would authorize the issuance of the Bonds and delegate to the Executive Director of Administrative Services or the Finance Director the final pricing within 90 days that meets the following conditions:

- Issue the bonds through a competitive or negotiated sale
- the voted authorization from the Election used in the issuance of such Bonds shall be taken from the following propositions: Proposition A (and shall not exceed $600,000 in total voted authorization used); Proposition B (and shall not exceed $2,830,000 in total voted authorization used); and Proposition C (and shall not exceed $30,570,000 in total voted authorization used); the amount used of voted authorization from each proposition shall be set forth in a Pricing Certificate
- at a maximum interest rate of 5.00%
- with a final maturity of August 15, 2042

Approval of this ordinance has the following advantages to obtain the lowest interest rate for the Town's Bond sale:

- Flexibility to sell on a day based on the best market conditions instead of only a Town Council Tuesday
- Allows for immediate award to the lowest bidder

The winning bidder can place the Bonds with their purchasers on the day of the sale, instead of waiting until after Town Council approval in the evening. It is anticipated that a competitive sale will occur the week of August 15th-19th.

Budget Impact:

The debt service payments for the Bonds will be funded from the Debt Service Fund.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P. and Chris Settle of McCall, Parkhurst and Horton, the Town's bond counsel, have reviewed the resolution as to form and legality.

Attached Documents:

1. Ordinance authorizing the issuance and sale of the Town of Prosper, Texas General Obligation Bonds, Series 2022.
2. Timeline (Exhibit A)

Town Staff Recommendation:

Town staff recommends adoption of an ordinance authorizing the issuance and sale of "Town of Prosper, Texas General Obligation Bonds, Series 2022", and approving all other matters related thereto.

Proposed Motion:

I move to adopt an ordinance authorizing the issuance and sale of "Town of Prosper, Texas General Obligation Bonds, Series 2022", and approving all other matters related thereto.

TOWN OF PROSPER, TEXAS **ORDINANCE 2022-XX**

ORDINANCE AUTHORIZING THE ISSUANCE OF TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2022, ESTABLISHING SALE PARAMETERS, PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.

THE STATE OF TEXAS
COUNTIES OF COLLIN AND DENTON
TOWN OF PROSPER

WHEREAS, at an election in the Town of Prosper, Texas (the "Town") held on November 3, 2020 (the "Election"), the voters of the Town approved the issuance of tax bonds by the Town in three propositions totaling $210,000,000; and

WHEREAS, the Town Council of the Town (the "Council") deems it necessary and advisable to authorize, issue and deliver a portion of the bonds authorized hereby (the "Bonds"), using certain amounts shown as set forth in a Pricing Certificate (hereinafter defined) from the approved Propositions, as set forth below:

Election Prop.	Purpose	Bonds Approved	Bonds Previously Issued	Amount Being Issued(1)	Amount Remaining(1)
A	For designing, constructing, improving and equipping public safety facilities in the Town, consisting of fire stations, an emergency operations center, a public safety training facility and administrative facilities relating thereto.	$30,000,000	$18,000,000	$600,000	$11,400,000
B	For designing, constructing, improving and equipping parks, trails and recreational facilities in the Town and the acquisition of land and interests in land for such purposes.	$30,000,000	$2,200,000	$2,830,000	$24,970,000
C	For constructing, improving, extending, expanding, upgrading and developing streets and roads, bridges and intersections in the Town and related drainage improvements, utility relocations, landscaping, curbs and sidewalks, traffic safety and operational improvements, entryway signage and other street and road signage and costs associated with such projects, and interests in land as may be necessary for such purposes, and excluding certain road projects to be funded with other obligation.	$150,000,000	$19,800,000	$30,570,000	$99,630,000

(1) Includes premium deposited into the Construction Fund and applied against voted authorization. The Pricing Officer may change the amounts shown above. The table above shall be completed, amended, and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the table to be reproduced in the Pricing Certificate.

WHEREAS, the bonds hereinafter authorized to be issued (the "Bonds") are to be issued, sold and delivered pursuant to the general laws of the State (defined herein), including Texas Government Code, Chapters 1331 and 1371, as amended, and the Town's Home Rule Charter; and

WHEREAS, the Town is an "City" under 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 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, the Council hereby finds and determines that it is in the best interests of the Town to issue the bonds hereinafter authorized for the purposes stated, and to delegate to the Pricing Officer (hereinafter designated) the authority to act on behalf of the Town in selling and delivering the bonds and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Section 1371.053, Texas Government Code; 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 date, hour, place and subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code;

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

SECTION 1.

Recitals, amount, purpose, and designation of the bonds.

(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) Bonds are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth for the Projects (defined below).

(c) Each Bond issued pursuant to this Ordinance shall be designated (unless otherwise provided in the Pricing Certificate): "TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION BOND, SERIES 2022," and initially there shall be issued, sold and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial Bond being made payable to the Underwriter as described herein), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds 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, if applicable, prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

SECTION 2

Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Attorney General" shall mean the Attorney General of the State.

"Bonds" means and includes the Bonds initially issued and delivered pursuant to this Ordinance and all substitute Bonds exchanged therefor, as well as all other substitute Bonds and replacement Bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Comptroller" shall mean the Comptroller of Public Accounts of the State.

"Issuance Date" shall mean the date or dates of delivery of the Bonds to the Underwriter against payment therefor, as determined by the Pricing Officer in the Pricing Certificate.

"Projects" shall mean (i) designing, constructing, improving and equipping public safety facilities in the Town, consisting of fire stations, an emergency operations center, a public safety training facility and administrative facilities relating thereto; (ii) designing, constructing, improving and equipping parks, trails and recreational facilities in the Town and the acquisition of land and interests in land for such purposes; (iii) constructing, improving, extending, expanding, upgrading and developing streets and roads, bridges and intersections in the Town and related drainage improvements, utility relocations, landscaping, curbs and sidewalks, traffic safety and operational improvements, entryway signage and other street and road signage and costs associated with such projects, and interests in land as may be necessary for such purposes, and excluding certain road projects to be funded with other obligation; and (iv) the payment of costs of issuance of the Bonds.

"State" shall mean the State of Texas.

"Underwriter" shall mean the initial purchaser(s) of the Bonds designated by the Pricing Officer in the Pricing Certificate.

SECTION 3

Delegation to pricing officer.

(a) As authorized by Section 1371.053, Texas Government Code, as amended, the Executive Director of Administrative Services and the Finance Director of the Town are each individually authorized to act on behalf of the Town in selling and delivering the Bonds (of which officers, the officer executing the Pricing Certificate shall be hereinafter referred to as, and shall for all purposes be, the "Pricing Officer"), carrying out the procedures specified in this Ordinance, including determining the principal amount of Bonds to be issued, the amount to be applied against each proposition, date or dates of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the

Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms, if any, upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Town, as well as any mandatory sinking fund redemption provisions, whether the Bonds shall be designated as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, approving modifications or additions to the Rule 15c2-12 continuing disclosure undertaking, and all other matters relating to the issuance, sale and delivery of the Bonds, including, without limitation, procuring municipal bond insurance and approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $34,000,000;

(ii) no Bond shall mature after August 15, 2042; and

(iii) the true interest cost of the Bonds shall not exceed 5.00%.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to January 25, 2023. The Bonds shall be sold at such price, with and subject to such terms as set forth in the Pricing Certificate.

(c) The Bonds may be sold by public offering (either through a negotiated or competitive offering) or by private placement. If the Bonds 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 herein relating to the Rule 15c2-12 undertaking (including eliminating or replacing such undertaking with an agreement to provide alternative disclosure information).

(d) 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 Bonds 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 Town'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 bonds.

(a) Registration, Transfer, Conversion and Exchange. The Town 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 Bonds (the "Paying Agent/Registrar"), books or records for the registration

of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Town 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 Town 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 Bond to which payments with respect to the Bonds 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 Town 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 Town 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 Bond or Bonds. Registration of assignments, transfers, conversions, and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth as **Exhibit A** of this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(b) Authentication. Except as provided in subsection (e) of this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Town or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller.

(c) Payment of Bonds and Interest. The Town hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Town and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, 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 Town. 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 Town covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Town 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 Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Town reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 50 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 Town 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 Bonds, to the new Paying Agent/Registrar designated and appointed by the Town. Upon any change in the Paying Agent/Registrar, the Town promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, 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 Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds 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 Town at least 35 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Town shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth as **Exhibit A** of this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF BOND set forth as **Exhibit A** of this Ordinance.

(f) Book-Entry-Only System. Unless the Bonds are sold by private placement, the Bonds issued in exchange for the Bonds initially issued to the Underwriter shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond 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) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Town 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 Bonds. Without limiting the immediately preceding sentence, the Town 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 Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Town and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds 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 Town's obligations with respect to payment of principal of and interest on the Bonds 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 Bond certificate evidencing the obligation of the Town 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 Bonds are subject to the DTC book-entry system, and in the event that the Town determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Town to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Town 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 Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds 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 Bonds 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 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Town to DTC.

(i) Cancellation of Initial Bond. On the Issuance Date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Underwriter or its designee, executed by manual or facsimile signature of the Mayor and the Town Secretary, approved by the Attorney General and registered and manually signed by the Comptroller, will be delivered to the Underwriter or its designee. If the Bonds are sold subject to the book-entry system of DTC, then upon payment for the initial Bond, the Paying Agent/Registrar shall insert the Issuance Date on Bond No. T-1, cancel the initial Bond and deliver to DTC on behalf of the Underwriter one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, 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 Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Town, 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 Town shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SECTION 5

Form of bonds. The form of the Bond, including 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 to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The Form of Bond as it appears in **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

SECTION 6

Tax levy.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Town as a separate fund or account and the funds therein shall be deposited into and held at an official depository bank of said Town. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Town and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Town 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 said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Town, 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 said Town, for each year while any of said Bonds 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 said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Town 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 this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Town under this Section, and is therefore valid, effective, and perfected. Should State law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Town under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Town agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code and enable a filing of a security interest in said pledge to occur.

SECTION 7

Defeasance of bonds.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, 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 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 Town with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond 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 Town 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 Bonds, 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 Bonds that is made in conjunction with the payment arrangements specified in subsections (a)(i) or (ii) of this Section shall not be irrevocable, provided that (1) in the proceedings providing for such payment arrangements, the Town expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds 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) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Town 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 Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Town, or deposited as directed in writing by the Town. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds 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 subsections (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 Bonds, with respect to which such money has been so deposited, shall be remitted to the Town or deposited as directed in writing by the Town.

(c) 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 Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Town shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Town elects to defease less than all of the principal amount of

Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

SECTION 8

Damaged, mutilated, lost, stolen, or destroyed bonds.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Town 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 Bond, the registered owner shall furnish to the Town and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the Town may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Town whether or not the lost, stolen, or destroyed Bond 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 Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Town or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in this Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION 9

Custody, approval, and registration of bonds; Bond Counsel's opinion; Cusip numbers and contingent insurance provision, if obtained. The Mayor (or, in the absence of the Mayor, the Mayor Pro Tem) is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General, and their registration by the Comptroller. Upon registration of the Bonds, the Comptroller (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Town's Bond Counsel and the assigned CUSIP numbers may, at the option of the Town, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

SECTION 10

Covenants regarding tax exemption of interest on the bonds.

(a) Covenants. The Town covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of 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 Town covenants as follows:

(i) to take any action to assure that no more than 10 percent of the proceeds of the Bonds 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 Town, 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 Bonds, in contravention of section 141(b)(2) of the Code;

(ii) 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 Bonds 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;

(iii) 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 Bonds (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;

(iv) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(v) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) to refrain from using any portion of the proceeds of the Bonds, 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 Bonds, other than investment property acquired with:

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds 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 Bonds;

(vii) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(viii) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(ix) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) 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 Bonds 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 (8), a "Rebate Fund" is hereby established by the Town 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 bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Town 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 bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Town 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 Bonds, the Town 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 Bonds 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 Bonds, the Town 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 Bonds under section 103 of the Code. In furtherance of such intention, the Town hereby authorizes and directs the Mayor, the Mayor Pro Tem, the Town Manager, the Town Secretary and each Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Town, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The Town covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Projects on its books and records in accordance with the requirements of the Code. The Town 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 Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Town recognizes that in order for proceeds to be expended under the 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 Bonds, or (2) the date the Bonds are retired. The Town 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 Bonds. For purposes hereof, the Town 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 Projects. The Town covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Town of cash or other compensation unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Town 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 Bonds. 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 Town 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.

SECTION 11

Sale of bonds; Official statement.

(a) The Bonds shall be sold and delivered subject to the provisions hereof and pursuant to the terms and provisions of a bond purchase agreement, notice of sale and bidding instructions or private placement agreement (collectively and individually, the "Purchase Agreement"), each of which the Pricing Officer is hereby authorized to execute and deliver and in which the Underwriter shall be designated. The Bonds shall initially be registered in the name of the Underwriter, unless otherwise set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Town, to approve the distribution and delivery of a preliminary official statement and a final official statement relating to the Bonds to be used by the Underwriter in the marketing of the Bonds, if applicable.

SECTION 12

Further procedures; Engagement of Bond Counsel; Attorney General filing fee; Appropriation.

(a) The Mayor, the Mayor Pro Tem, the Town Manager, the Town Secretary and each Pricing Officer, individually or jointly, 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 Town such documents, certificates and 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 Bonds and the sale of the Bonds. In addition, prior to the delivery of the Bonds, the Mayor, the Mayor Pro Tem, the Town Manager, the Town Secretary and each Pricing Officer are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in this Ordinance or such other document, or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, 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 Underwriter to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Town, which opinion shall be dated as of and delivered on the Issuance Date. The engagement of such firm as bond counsel to the Town in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

(c) To pay the debt service coming due on the Bonds, 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, Texas Government Code, in connection with the submission of the Bonds to the Attorney General for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Bonds, 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 Bonds. The Town hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Bonds, made payable to the "Texas Attorney General," be promptly furnished to the Town's Bond Counsel, for payment to the Attorney General in connection with his review of the Bonds.

SECTION 13

Compliance with Rule15c2-12.

(a) If the Bonds are sold by public offering, and are subject to the Rule (as defined below), the following provisions shall apply, unless modified by the Pricing Officer in the Pricing Certificate:

(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) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

"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 Town shall provide annually to the MSRB, within the timeframe set forth in the Pricing Certificate, in the electronic format prescribed by the MSRB, certain updated financial information and operating data pertaining to the Town, being the information described in the Pricing Certificate.

(B) Any financial information described in the Pricing Certificate to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Town appended to the Official Statement, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Town commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within the period set forth in the Pricing Certificate, then the Town shall provide unaudited financial information of the type

described in the Pricing Certificate within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available.

(C) If the Town 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 Town otherwise would be required to provide financial information and operating data pursuant to this Section.

(D) All financial information, operating data, financial statements and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. 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 document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

(iii) Event Notices. The Town 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 Bonds:

(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 Bonds, or other material events affecting the tax status of the Bonds;
(7) Modifications to rights of holders of the Bonds, if material;
(8) Bond calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership, or similar event of the Town;
(13) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into of 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; and
(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Town, 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 Town, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town 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 Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Town 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 Town, and (b) the Town intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Town shall notify the MSRB, in a timely manner, of any failure by the Town to provide financial information or operating data in accordance with subsection (a)(ii) of this Section by the time required by subsection (a)(ii).

(iv) Limitations, Disclaimers and Amendments. (A) The Town shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Town remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Town in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Bonds 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 Bonds, 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 Town 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 Town'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 Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(C) UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, 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 Town 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 Town under federal and state securities laws.

(E) The provisions of this Section may be amended by the Town 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 Town, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds 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 Bonds consent to such amendment or (b) a person that is unaffiliated with the Town (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 Bonds. If the Town 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 Town 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 Bonds in the primary offering of the Bonds.

(b) If the Bonds 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 Underwriter as may be necessary for the sale of the Bonds on the most favorable terms to the Town.

SECTION 14

Method of Amendment. The Town hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Town 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) Except as provided in paragraph (a) above, the holders of Bonds aggregating in a majority of the principal amount of then outstanding Bonds 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 Town; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Town shall desire to amend this Ordinance under this Section, the Town shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Town shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds 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 Town may adopt the amendment in substantially the same form.

(e) 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 Town and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond 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 Bond 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 Town, but such revocation shall not be effective if the Registered Owners the required amount of the affected Bonds, then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Town shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

SECTION 15

Interest earnings on bond proceeds; Use of premium received from sale of bonds.

(a) Interest Earnings. Interest earnings derived from the proceeds that are deposited to the Construction Fund (defined below) shall be retained therein and used for the purposes for which the Bonds were issued, provided that after the completion of such purposes, any amounts remaining therein shall be deposited to the Interest and Sinking Fund for the Bonds. It is further provided, however, that any interest earnings on bond proceeds that are required to be rebated to the United States of America pursuant to this Ordinance in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for purposes of this Section.

(b) Use of Bond Premium. The net premium received from the sale of the Bonds shall be applied as determined by the Pricing Officer in the Pricing Certificate.

(c) Establishment of Construction Fund.

(i) The Town hereby creates and establishes and shall maintain on the books of the Town a separate fund to be entitled the "Series 2022 Bonds Construction Fund" (the "Construction Fund") for use by the Town for payment of all lawful costs associated with the Projects. Proceeds of the Bonds in the amount determined by the Pricing Officer in the Pricing Certificate shall be deposited into the Construction Fund. In addition, the amount to be applied against each bond proposition shall be determined by the Pricing Officer in the Pricing Certificate, and the table in the preambles hereto shall be completed, amended, and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the table to be reproduced in the Pricing Certificate. Upon payment of all project costs, any moneys remaining on deposit in the Construction Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in this Ordinance.

(ii) The Town may place proceeds of the Bonds (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 Town hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the Projects.

(iii) 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 16

Governing law. This Ordinance shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 17

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 18

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 Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Town, 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 Town.

SECTION 19

Remedies for default.

(a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Town for the purpose of protecting and enforcing the rights of the 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 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 Owners of Bonds then outstanding.

SECTION 20

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 Bonds 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 Bonds 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 Bond authorized under this Ordinance, such 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 officials of the Town or the Council.

SECTION 21

Effective date. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Council.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 26TH DAY OF JULY, 2022.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

Exhibit A

FORM OF BOND

(a) The form of the Bond, including 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 only to the Bonds 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 and with the Bonds to be completed with information set forth in the Pricing Certificate. The Form of Bond as it appears in this **Exhibit A** shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate, but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION BOND, SERIES 2022	PRINCIPAL AMOUNT $_____

INTEREST RATE	ISSUANCE DATE	MATURITY DATE	CUSIP NO.
_____%	_____, 2022	[August 15], 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, TOWN OF PROSPER, TEXAS, in Collin and Denton Counties, Texas (the "Town"), 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 [Issuance Date], on [February 15, 2023, and on each August 15 and February 15] 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 Bond 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 Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office

of [U.S. Bank Trust Company, National Association, Dallas, Texas], which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond 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 Town required by the ordinance authorizing the issuance of the Bonds (the "Bond 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 business 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 Town. 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 Bond 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 Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Town covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate 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 BOND is dated as of August 15, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ for the public purpose of (i) designing, constructing, improving and equipping public safety facilities in the Town, consisting of fire stations, an emergency operations center, a public safety training facility and administrative facilities relating thereto; (ii) designing, constructing, improving and equipping parks, trails and recreational facilities in the Town and the acquisition of land and interests in land for such purposes; (iii) constructing, improving, extending, expanding, upgrading and developing streets and roads, bridges and intersections in the Town and related drainage improvements, utility relocations, landscaping, curbs and sidewalks, traffic safety and operational improvements, entryway signage and other street and road signage and costs associated with such projects, and

interests in land as may be necessary for such purposes, and excluding certain road projects to be funded with other obligation; and (iv) the payment of costs of issuance of the Bonds.

ON [AUGUST 15], 20__ or on any date thereafter, the Bonds may be redeemed prior to their scheduled maturities, at the option of the Town, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Town (provided that a portion of a Bond 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.

IN ADDITION TO THE FOREGOING OPTIONAL REDEMPTION, the Bonds scheduled to mature on [August 15] in each of the years 20__ and 20__ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond Maturity: [August 15], 20__		Term Bond Maturity: [August 15], 20__	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
[August 15], 20__		[August 15], 20__	
[August 15], 20__*		[August 15], 20__*	

* Stated maturity.

The principal amount of Term Bonds required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Town, by the principal amount of any Term Bonds which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Town at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Town at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds 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 Bond to be redeemed at its address as it appeared at the close of business on the day of mailing such notice; 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 Bond. 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 Bonds 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 Bonds 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 Bond shall be redeemed a substitute Bond or Bonds 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 Town, all as provided in the Bond Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Town, 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 Town shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond 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 Bonds, 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 Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond 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 Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond 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 Bond 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 Bond or portion thereof will be paid by the Town. 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 of any Bonds 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, with respect to any Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Town, resigns, or otherwise ceases to act as such, the Town has covenanted in the Bond 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 Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond 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 Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Town, and have been pledged for such payment, within the limits prescribed by law.

THE TOWN ALSO HAS RESERVED THE RIGHT to amend the Bond 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 Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Town, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Town.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Town and countersigned with the manual or facsimile signature of the Town Secretary of the Town and has caused the official seal of the Town to be duly impressed, or placed in facsimile, on this Bond.

Town Secretary Town of Prosper, Texas	Mayor Town of Prosper, Texas

(Town Seal)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond 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 Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds 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.

Dated: _____

[U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Dallas, Texas,]
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

_____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____, attorney, to register the transfer of the within Bond 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

_____
NOTICE: The signature above must correspond with the name of the Registered

a securities transfer association recognized signature guarantee program.	Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond 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 Bond.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(A) immediately under the name of the Bond, 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, TEXAS (the "Town"), 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 [August 15] in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rate
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		

2032
2033
2034
2034
2036
2037
2038
2039
2040
2041
2042

The Town 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 the [Issuance Date] at the respective Interest Rate per annum specified above. Interest is payable on [February 15, 2023 and on each August 15 and February 15] thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond 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 Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

(C) The initial Bond shall be numbered "T-1."

Town of Prosper

General Obligation Bonds, Series 2022 Issuance

Preliminary Schedule of Events

Jul-22						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Aug-22						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sep-22						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Complete By	Day	Event
1-Jul-22	Friday	HilltopSecurities requests information for preparation of the Official Statements
8-Jul-22	Friday	HilltopSecurities receives requested information. HilltopSecurities begins preparation of the Official Statements
11-Jul-22	Monday	Draft Official Statements distributed to the Town and Bond Counsel
18-Jul-22	Monday	HilltopSecurities receives comments on Official Statements
18-Jul-22	Monday	Distribute POS to Rating Agencies
Week of July 25th - 29th		Rating Agency conference calls
9-Aug-22	**Tuesday**	**Town Council approval of GO Bond Parameter Ordinance***
10-Aug-22	Wednesday	Receive credit ratings
11-Aug-22	Thursday	Electronically mail GO Bond Official Statement to potential purchasers**
15-Aug-22 or after	Monday	GO Bond Pricing; **Pricing Officer adopts final pricing****
14-Sep-22 or after	Wednesday	GO Bond closing and delivery of funds to the Town**

* Pricing must occur within 90 days of Council approval of the parameter ordinance.

** Preliminary, subject to change.

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**
Robert B. Scott, Executive Director of Administrative Services

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider adoption of a resolution directing publication of notice of intention to issue certificates of obligation for the purpose of funding costs associated with the construction of water and wastewater improvements in the Town. (BP)

Description of Agenda Item:

The attached resolution initiates the process of issuing certificates of obligation for the projects specified in Exhibit B.

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), it is recommended that Town Council pass an Ordinance on September 27, 2022, authorizing issuance of the certificates of obligation with delegated authority to the Town Manager, to complete final pricing of the debt. This method is commonly used in refunding debt issues or during uncertain market conditions. The ordinance would allow for delegation to the Town Manager that meets the following conditions:

- Issue the certificates through a competitive or negotiated sale
- for an amount not to exceed $13,700,000
- at a maximum interest rate of 4.34%
- with a final maturity of August 15, 2042.

This would allow for the timing of the sale to match with favorable market conditions and to structure the debt based on certified values as they become available.

Budget Impact:

The debt service payments for the Certificates will be funded from the Water and Sewer Fund and the Stormwater Drainage Fund.

Chris Settle of McCall, Parkhurst and Horton, the Town's bond counsel, prepared the attached Resolution, and Terrence Welch of Brown & Hofmeister, L.L.P. has reviewed the resolution as to form and legality.

Attached Documents:

1. Resolution
2. Timeline (Exhibit A)
3. Use of Proceeds (Exhibit B)

Town Staff Recommendation:

Town staff recommends adoption of the resolution directing for publication of notice of intention to issue certificates of obligation for the purpose of funding costs associated with the construction of water and wastewater improvements in the Town

Proposed Motion:

I move to adopt the resolution directing publication of notice of intention to issue certificates of obligation for the purpose of funding costs associated with the construction of water and wastewater improvements in the Town.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTIES OF COLLIN AND DENTON
TOWN OF PROSPER

We, the undersigned officers of the Town of Prosper, Texas (the "Town"), hereby certify as follows:

1. The Town Council of the Town (the "Council") convened in a regular meeting on July 26, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

David F. Bristol, Mayor
Jeff Hodges, Mayor Pro Tem
Craig Andres, Deputy Mayor Pro Tem
Marcus E. Ray, Councilmember
Amy Bartley, Councilmember
Charles Cotton, Councilmember
Chris Kern, Councilmember

Michelle Lewis Sirianni, Town Secretary

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried with all members present voting "AYE" except the following:

NAY: __ ABSTAIN: __

2. A true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Council's minutes of said meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose, and that said meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Council has approved and hereby approves the aforesaid Resolution; and the Mayor and the Town Secretary of the Town hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THIS JULY 26, 2022.

_____	_____
Town Secretary Town of Prosper	Mayor Town of Prosper

(Town Seal)

TOWN OF PROSPER, TEXAS **RESOLUTION NO. 2022-XX**

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

THE STATE OF TEXAS
COUNTIES OF COLLIN AND DENTON
TOWN OF PROSPER

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town"), deems it advisable to give notice of intention to issue certificates of obligation of the Town (the "Certificates of Obligation"), as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

Section 1. Attached hereto and marked **Exhibit A** is the form of Notice of Intention to Issue Certificates of Obligation of the Town (the "Notice"), the form and substance of which are hereby passed and approved.

Section 2. The Town Secretary shall cause the Notice, in substantially the form attached hereto, to be published in a newspaper of general circulation in the Town, and published in the Town, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the passage of the ordinance or ordinances authorizing the issuance of the Certificates of Obligation.

Section 3. The Town Secretary shall cause the Notice, in substantially the form attached hereto, to be posted continuously on the Town's Internet website for at least 45 days before the date tentatively set for the passage of the ordinance or ordinances authorizing the issuance of the Certificates of Obligation.

Section 4. This Resolution shall be effective immediately upon adoption.

Exhibit A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION
OF THE TOWN OF PROSPER, TEXAS

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Prosper, Texas, at its meeting to commence at 5:45 P.M. on September 27, 2022, at the Town Council Chambers in Prosper Town Hall, 250 W. First Street, Prosper, Texas, tentatively proposes to authorize the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed $13,700,000, for the purpose of paying all or a portion of the Town's contractual obligations incurred in connection with (i) acquiring, constructing, installing and equipping additions, improvements, extensions and equipment for the Town's waterworks and sewer system and the acquisition of land and rights-of-way therefor; (ii) acquiring, constructing and installing stormwater drainage and flood control improvements in the Town, including dredging, channel improvements and related infrastructure and utility relocation and the acquisition of land and interests in land necessary for said improvements; and (iii) paying legal, fiscal and engineering fees in connection with such projects. The Town proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the Town as provided by law and from a pledge of the surplus revenues of the Town's waterworks and sewer system (the "System") that remain after payment of all operation and maintenance expenses thereof, and after all debt service, reserve and other requirements in connection with all revenue bonds or other obligations (now or hereafter outstanding) of the Town have been met, to the extent that such obligations are payable from all or any part of the net revenues of the System. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the Town is $150,135,000. The current combined principal and interest required to pay all outstanding debt obligations of the Town on time and in full is $197,262,225. The maximum principal amount of the certificates to be authorized is $13,700,000 and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is $20,405,000. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date of the certificates to be authorized is August 15, 2042. The above information does not exclude any outstanding debt obligations the Town has designated as self-supporting and which the Town reasonably expects to pay from revenue sources other than ad valorem taxes.

TOWN OF PROSPER, TEXAS

Town of Prosper, TX

Certificates of Obligation, Series 2022 Issuance

Preliminary Schedule of Events

Jul-22

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Aug-22

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sep-22

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Oct-22

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Complete By	Day	Event
1-Jul-22	Friday	HilltopSecurities requests information for preparation of the Official Statements
8-Jul-22	Friday	HilltopSecurities receives requested information. HilltopSecurities begins preparation of the Official Statements
11-Jul-22	Monday	Draft Official Statements distributed to the Town and Bond Counsel
18-Jul-22	Monday	HilltopSecurities receives comments on Official Statements
18-Jul-22	Monday	Distribute POS to Rating Agencies
Week of July 25th - 29th		Rating Agency conference calls
26-Jul-22	**Tuesday**	**Town Council approves publication of Notice of Intent for the Certificates. Publication will occur in the Town's paper of record.**
10-Aug-22	**Wednesday**	**1st publication of Notice of Intent for Certificates**
10-Aug-22	Wednesday	Receive credit ratings
17-Aug-22	**Wednesday**	**2nd publication of Notice of Intent for Certificates**
21-Sep-22	Wednesday	Electronically mail CO Official Statement to potential purchasers**
27-Sep-22	**Tuesday**	**Town Council approval of Certificates of Obligation Parameter Ordinance***
28-Sep-22 or after	Wednesday	Pricing of COs; **Pricing Officer adopts final pricing****
27-Oct-22 or after	Thursday	CO closing and delivery of funds to the Town**

* Pricing must occur within 90 days of Council approval of the parameter ordinance.

** Preliminary, subject to change.

EXHIBIT B

Project Name		CO Issuance
Lower Pressure Pump Station Phase 2 (Construction) 1501-WA		$4,062,000
Lower Pressure Pump Station Water Line Phase 2A (Construction) 1501-WA		$8,684,000
Water Projects		**$12,746,000**
Frontier Park/Lakes of Prosper Drainage (Construction) 2003-DR		$685,000
Drainage Projects		**$685,000**
TOTAL CO ISSUANCE		**$13,431,000**

TOWN OF PROSPER

Prosper is a place where everyone matters.

Economic Development Corporation

To: **Mayor and Town Council**

From: **Mary Ann Moon, Economic Development Executive Director**

Through: **Harlan Jefferson, Town Manager**

Re: **Town Council Meeting – July 26, 2022**

Agenda Item:

Consider and act upon adopting the Downtown Master Plan.

Description of Agenda Item:

Under the leadership of a Downtown Master Plan Development Committee, the committee in conjunction with the consultant held work sessions, obtained public input, conducted public and private interviews and meetings, as well as provided an interactive website. Monthly updates were also sent out to Prosper's residents, developers, and business owners for the final plan. Drafts were given to the Committee and members of the Town staff and Council for comments, editing and recommendations. The final proposed plan provides specific recommendations for a path forward which, if embraced, will result in the continued growth of Prosper's Historic Downtown. It is the desire of the Committee that the plan become an integral part of Prosper's Comprehensive Plan for the community. In addition, that a permanent Downtown Committee be established and the PEDC and Town Staff work in partnership to establish programs, policy, and possible incentives to spur additional growth and investment, supporting existing businesses and new ones.

At the June 28, 2022, Town Council meeting, the Town Council received an update of the Downtown Master Plan and requested staff to bring the plan back to formally adopt.

Attached Documents:

1. Downtown Master Plan

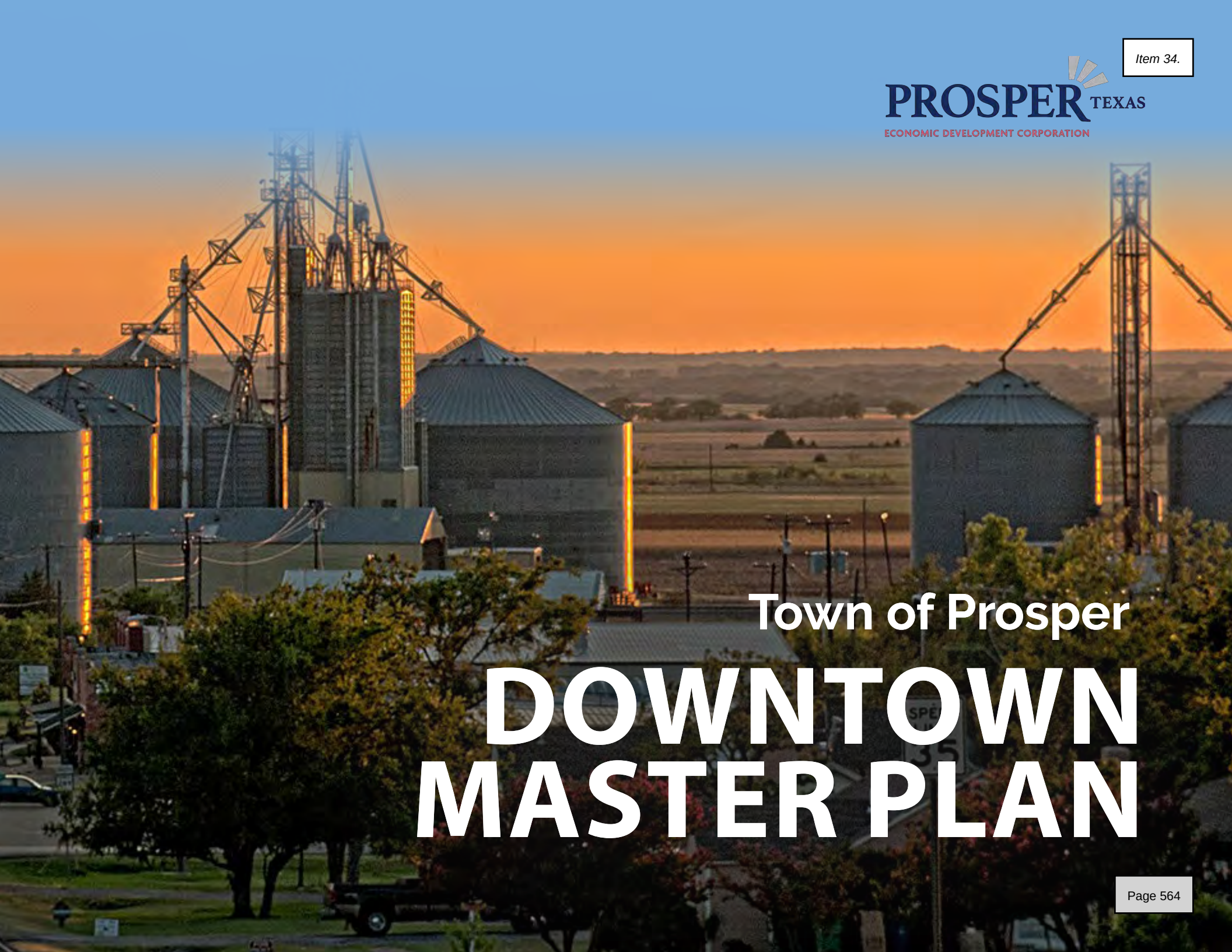
Town Staff Recommendation:

Town staff recommends that the Town Council adopt the Downtown Master Plan.

Proposed Motion:

I move to approve adopting the Downtown Master Plan.

PROSPER TEXAS
ECONOMIC DEVELOPMENT CORPORATION



Town of Prosper

DOWNTOWN MASTER PLAN

ACKNOWLEDGMENT

A special thanks to the Town of Prosper stakeholders, developers, business owners,property owners, residents; Without your help, none of this would be possible.

PDDC

Roger Thedford
Craig Andres
Teague Griffin
Jason Dixon*
David Bristol
David Blom
Ray Smith
Charles Cotton
Scott Shipp
Khara Dodds
Seth Ringley
Matt Moore
Mike Pettis

PEDC Board Members

David F. Bristol
Jordan Simms
Roger Thedford
Don Perry
Ray Smith
Reno Jones
David Blom

Technical Advisory Team

Khara Dodds, Director of Development Services
Alex Glushko, Planning Manager
David Soto, Senior Planner
Pamela Clark, Planning/GIS Analyst
Evelyn Mendez, Planning Technician

** Term ended as Councilman*



PEDC Staff

Mary Ann Moon
Jordyn Williams
Susanne Barney

Town Council

Ray Smith
Marcus E. Ray
Craig Andres
Amy Bartley
Meigs Miller
Jeff Hodges
Charles Cotten

Consultant Team Members

Bradley Cowan
Steven Chaffer
Mark Maldonado
Mona Hashemi Yazdi
Ami Parikh
Angus MacInnis
Jared Beck
Anne Ricker (Ricker Cunningham)
Bill Cunningham (Ricker Cunningham)





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03 What We Want

04 Where We Are Going

05 How We Get There

06 Appendix


TOWN OF
PROSPER

01 EXECUTIVE SUMMARY








ROAD
CLOSED


PROSPER
Pierce





Executive Summary

The Downtown Master Plan sets the course for the Town and its partners in the upcoming years to re-imagine its historic commercial downtown and surrounding neighborhood. Developed from the vision that this community articulated so clearly through the public engagement process, and refined with the Master Plan committee, this plan harnesses the existing assets of downtown and identifies the catalytic opportunities to spur ongoing redevelopment.

Among those catalytic opportunities is public investment in three signature public realm spaces that will create activity and event destinations; Town Green, Downtown Connector, and Downtown Plaza. These opportunities also include four private development sites that will introduce restaurant, retail, office, maker space, and housing. Preliminary financial proformas identify the need for proactive incentives to attract private investment, and the ways in which to do that have been identified.

In addition to catalytic opportunities, this plan identifies other factors that may be limiting the redevelopment of downtown today, and addresses these with a range of actions for the Town to consider.

The plan includes an implementation program that was developed in support of the vision, and built on six primary pillars; political, organizational, regulatory, financial, physical and market. Within each of these pillars, the recommended actions have been identified along with a priority, approximate cost magnitude, and sponsors. Over time, these will change with new actions added, priorities and costs adjusted, and new sponsors added to help implement.

Downtown redevelopment is an ambitious and lengthy process. Maintaining consistent political support, developing a broad network of community organizations and stakeholders to take part in implementing it, and thoughtfully organizing the funding mechanisms will make this plan a success!





02

WHERE WE ARE AT: COMMUNITY SNAPSHOT

About This Plan



The Downtown Master Plan is a tool that captures the community driven hopes and vision for creating a dynamic and authentic downtown Prosper. This plan has been developed from the community, built on past planning efforts, and designed for implementation.

Spanning the entire downtown area this plan is based on six pillars that will guide implementation of strategies that will have broad impact on all aspects of downtown and it's various features. This plan also recognizes the opportunity larger private or public investments can serve as catalysts for redevelopment.

As a key part of this plan, four private development catalyst sites have been identified, and working with the Master Plan committee and design team, physical and financial models have been developed based on current market data that help guide and portray the community vision and representation of potential character. This plan also identifies three significant public projects that compliment and support private redevelopment while also providing much needed quality space for community gathering, programming, and active use.

The following pages will tell the downtown Prosper story by identifying where we a re at, what we want, where we are going, and how we get there.

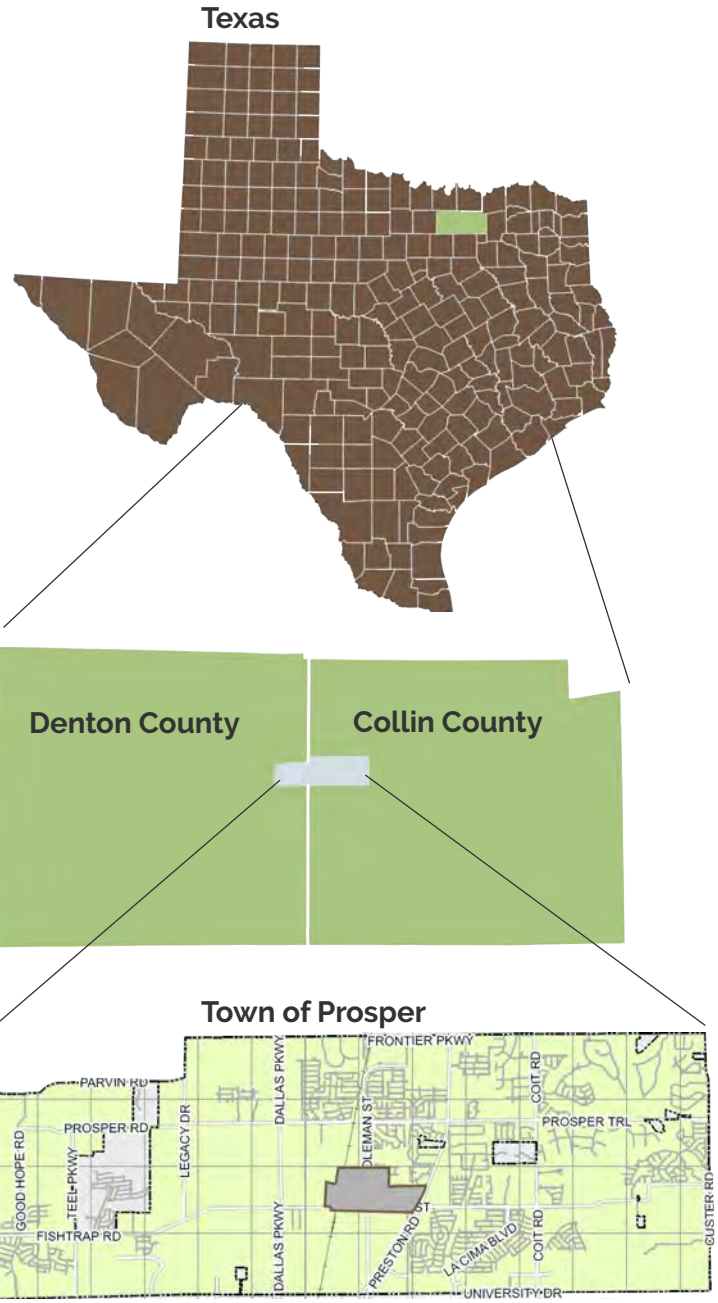











Texas
Denton County
Collin County
Town of Prosper
FRONTIER PKWY
PARVIN RD
PROSPER RD
LEGACY DR
DALLAS PKWY
COIT RD
PROSPER TRL
FM 1385
GOOD HOPE RD
TEEL PKWY
FISHTRAP RD
GEE RD
PRESTON RD
LA CIMA BLVD
UNIVERSITY DR
GUSTER RD

Settled in 1902



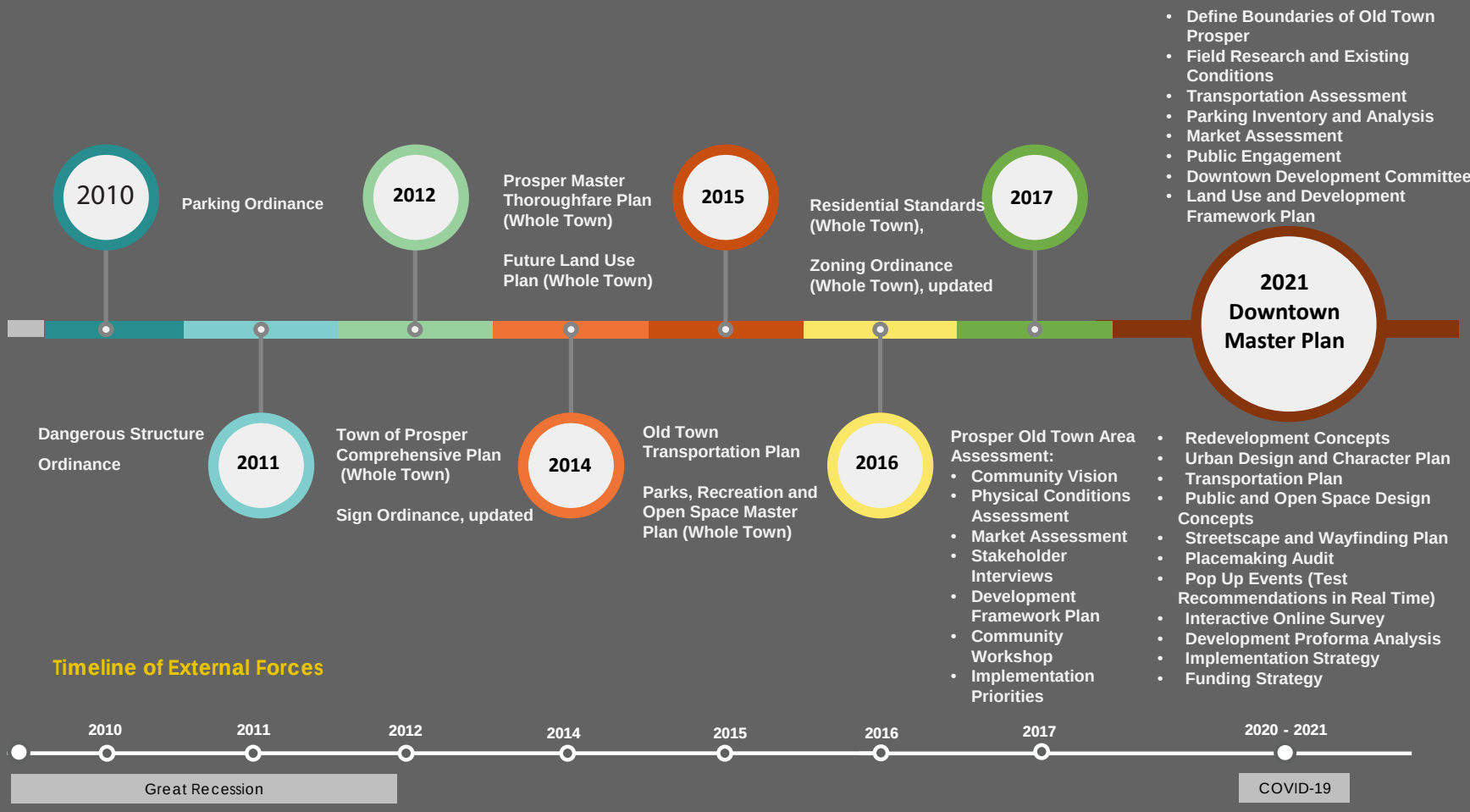
The Prosper Story

The Town of Prosper grew from two early settlements, Rockhill and Richland. In 1902 the two settlements were united when the St. Louis & San Francisco built its line through Western Collin County. Railroad officials named the Town Prosper because of the prosperous living conditions the area provided. Soon after the tracks reached the area the residents and businesses of nearby Rockhill moved to the new railroad community. Prosper incorporated in 1914 with the commission form of government and a population of 500. It served as a farm market center for area farmers, who produced primarily cotton and corn in the rich agricultural region of the Blackland Prairie. After decades of growth, the Great Depression halted the growth of the community and population dropped to 271 by 1940 and continued to decline until the late 1950s. The number of residents did not surpass that of the mid-1920s until 1970, when it reaches 501. In 1980, when light industrial uses were introduced to the Town to support the overall development boom in the North Texas area the next period of growth for Prosper occurred and has continued up to now.

The history of Prosper is rooted within downtown area. During the early 20th century, this area was a commercial "heart" of the community with multiple grocery / dry good stores, drug stores, banks, a flour mill, a cotton gin and numerous other shops servicing the community. While many of the historic structures that existed during Old Town's heyday are now gone, a small core area of commercial uses still exists there along a two-block area on Broadway Street. This core area will provide the inspiration and a basic framework for future development of the downtown area.

During the early 20th century, Prosper was a commercial "heart" of the community

Previous Planning Efforts



Starting in 2010, previous planning efforts in the Town of Prosper and continuing forward to now have focused largely on the quality of life as well as access to key amenities in the Town. Key plans during this time were the Old Town Transportation Plan (2015), Parks, Recreation, and Open Spaces Master Plan (2015), Prosper Comprehensive Plan (2012) and Update (2020), and the Hike and Bike Trail Master Plan (2020). These Plans showcase four (4) common themes: Identity, Neighborhoods, Infrastructure, and Parks, Trails, and Open Space. Studying these plans will assist with the coordination of recommendations that should be included in the downtown plan.

OLD TOWN TRANSPORTATION PLAN (2015)

The Old Town Transportation plan seeks to provide a better pedestrian experience along major throughway's in the Old Town district. The Old Town district largely consist of single-family housing and office space as the second largest use type in the area.

PARKS, RECREATION, AND OPEN SPACES MASTER PLAN (2015)

The purpose of the Town of Prosper Parks Master Plan is to provide Prosper the parks and recreation needs of a growing community over the next 10 years. The existing parks are inventoried and compares them to park industry standards. Along with community and stakeholder input recommendations were developed to identify future needs, including land acquisition. In addition, this plan recognizes a path to update and maintain the facilities the Town already has and identifies priorities for actual park improvements.

PROSPER COMPREHENSIVE PLAN (2012) & UPDATE (2020)

Prosper's 2012 Comprehensive Plan's aim is to create an overarching vision and guide for the Town's development for the coming years. The Plan seeks to focus on joint efforts between citizens, decision makers, Town staff, and other stakeholders I a means to preserve the character of the Town while it expands to meet the demand of new arrivals to the area.

HIKE AND BIKE TRAIL MASTER PLAN (2020)

The Hike and Bike Trail Master Plan was adopted in late 2020. It's primary focus is to evaluate the existing trails and planned trails, assess the need for additional trails, and recommend potential trail corridors and connections. This plan recommends future bikeway accommodations on Broadway, Main Street, McKinley Street.

Growth Pressures:
Past, Present, and Future

The Town of Prosper over the last decade has experienced explosive growth, going from 9,700 residents to approximately 31,700 residents in 2021. With this, the Town on average has welcomed roughly 2,000 residents each year resulting in a 300% increase over the past decade.

The large explosion of the Town growth is in most part to its proximity to the Dallas North Tollway which provides quick access to downtown Dallas. During Prospers large growth from 2010 – 2020 Dallas population also increased by 100 thousand to give the city a population of 1.3 million residents.

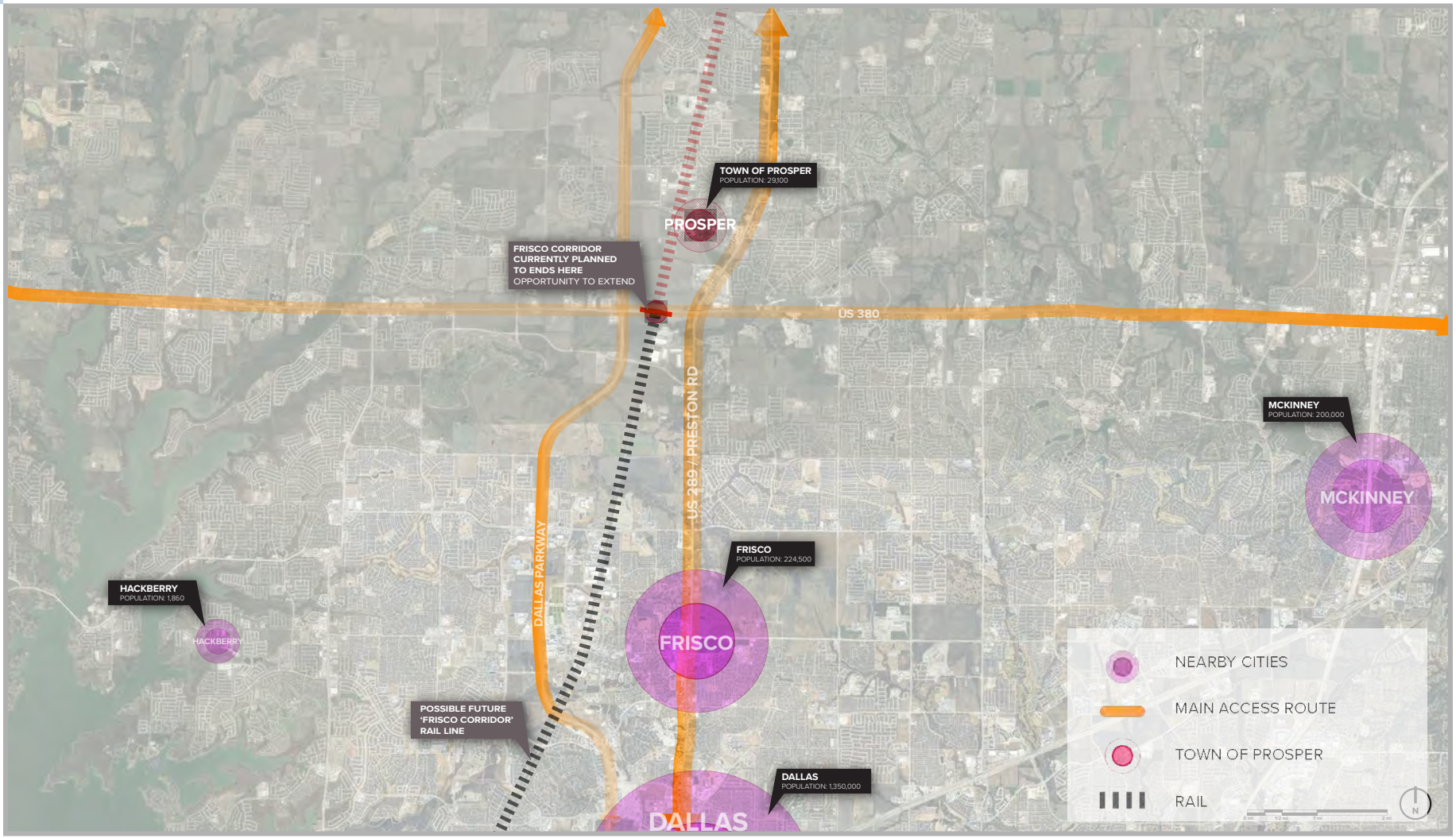
This shift in population has created significant opportunity for downtown Propser. The intent of this Master Plan is to provide the basic framework to help attract and support the redevelopment of downtown.







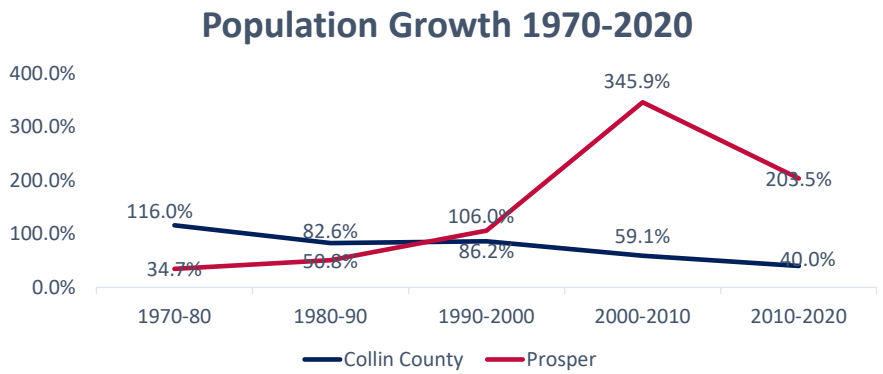
REGIONAL LOCATION MAP





About the People

The Town of Prosper is located at the northern edge of the Dallas/Fort Worth Metropolitan area, in western Collin County and eastern Denton County which are fast growing counties within the Dallas-Fort Worth Metroplex. From 2000 to 2010, the Town has experienced very rapid and robust growth with growth rate of 345.9%. In more recent years, population growth has slowed slightly but continues to expand at a considerable rate which is 291% from 2010 to 2020. Generally speaking, this is a high rate of growth for a community which was not an accident but is indicative of the rapid northern expansion of the DFW metropolitan area. Downtown has experienced comparable growth pattern, the population grew by 91.8% from 2000 to 2010 and then has slowed down. In 2020 the downtown population was 561, which represented a 19.3% increase since 2010. According to the NCTCOG population projection for 2040, Collin and Denton Counties will continue growing, thus will be the case for Prosper and its downtown. The extension of Dallas North Tollway by construction of a new bridge over U.S. 380 toward First Street, will bring more development and population to the area.



31,700
2021 Population

34
Median Age

9,532
Households

4%
No High School Diploma

14%
High School Graduate

18%
Some College

64%
Bachelor's/ Grad/Prof Degree

$478,284
Median Home Value

96%
Population 16+ Employed

82%
White Collar Jobs

77%
White Dominant Race

$143,583
Median Household Income

151
Housing Affordability Index

About the People

According to ESRI 2020 population data for downtown of Prosper, individuals between the ages of 25 and 54 which are considered the working age cohort collectively made up the largest percentage of the population at 44.7%. The portion of the population aged 15 years and younger make up 28.3% of the population. Having a significant percentage of the population 15 years old and younger and the large percentage of labor force cohort indicates the strong presence of families living in downtown Prosper. Males and their female counterparts comprise equal percentage of the downtown population. The median age of downtown residents in 2020 was 35 years, which is closely aligned with the median age for all of Texas at 34.4 years but is slightly younger than the median age for the nation as a whole at 37.8 years. Young population of downtown Prosper reflects younger families moving to the area.

Downtown racial composition in 2020 was similar to the Town of Prosper racial makeup which significant majority were White population (80.5%). The second largest cohort identified as some other race alone (8.8%). The Hispanic origin population changed from 19.8% in 2010 to 22.6% in 2020. The diversity index which summarizes racial and ethnic diversity and range from 0 (no diversity) to 100 (completely diverse) changed from 50.7 to 57.8 over the last 10 years.

Prosper is a well-educated Town. Nearly 95 percent of Prosper residents have a high school diploma, and nearly 55 percent have a bachelor's degree. The Town's education profile continues to improve. Since 2010 the percentage of people with graduate degrees has grown from 10.4% to 18% in 2020. That's a significant increase over the course of ten years. More than 70% of the downtown's population work in management, business, science, sales and administrative support occupations.

Demographics describe quantifiable characteristics of individuals and groups of people. Psychographics build on demographic characteristics, helping identify preferences for certain types of products or activities based on a person's values, attitudes, lifestyle, and other factors. Two people might be demographically identical – the same age, household size, profession, income, etc. – but one might prefer canned domestic beer, for example, while the other prefers bottled imports. To better understand some of the general lifestyle characteristics and consumer preferences of Prosper, we used data from ESRI. ESRI has developed a proprietary classification system, called Tapestry, to classify residential neighborhoods in the US into 14 major "LifeMode" groups, then into 67 more detailed segments, or subgroups, based on demographic and socioeconomic characteristics. It then identifies concentrations, or clusters, of individuals and households throughout the US according to these characteristics. On the following, we have summarized ESRI's description of each of the major Tapestry LifeMode groups and the detailed subsegments in downtown Prosper. In brief, ESRI has identified two clusters in the area: Soccer Moms (4A) and Up and Coming Families(7A).

Soccer Moms (4A)

73.7% of The Prosper Downtown HH



- Go jogging, biking, golfing, boating
- Carry high level of debt
- Visit theme parks, zoos
- Shop, bank online
- Family-oriented purchases
- Own 2+ vehicles (minivans, SUVs)

Household: **Married Couples**

Average Household Size: **2.96**

Median Income: **90K**

Median Age: **37.0**

Housing: **Single Family**



Up and Coming Families (7A)

26.3% of The Prosper Downtown HH



- Visit theme parks, zoos
- Hold student loans, mortgages
- Contract for home and landscaping services
- Go online to shop, bank, for entertainment
- Own late model compact car, SUV
- Careful shoppers, aware of prices, willing to shop around for the best deals

Household: **Married Couples**

Average Household Size: **3.12**

Median Income: **72K**

Median Age: **31.4**

Housing: **Single Family**



Market

Demographics and Trade Area

Demographics

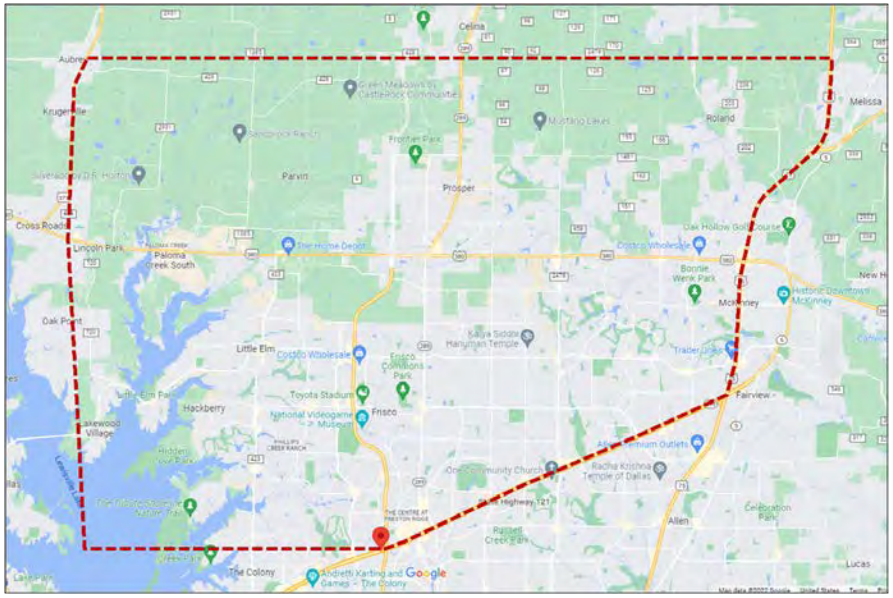
The demographic story in Prosper over the last decade is growth. Household and population numbers more than tripled. That growth is a demand driver for housing, retail goods and services, and office and industrial development.

Prosper households tend to be family households rather than roommate or single person households. They are higher income, more educated and less diverse than Collin County as a whole. A very high proportion (87%) of Prosper households own their homes.

Trade Area

The market analysis conducted for downtown Prosper focused on identifying market opportunities within a trade area that was identified for this analysis. A trade area is defined as an area from which a project(s) or locale will draw the majority of its residents (housing), patrons (retail), employees (office, industrial, institutional), and visitors (lodging). The boundaries of a trade area are often irregular as they are influenced by the following conditions physical barriers, location of competing developments, proximity to population and/or employment concentrations, zoning, market factors, drive times, and spending and community patterns. For the downtown Prosper

2020 Indicator (unless otherwise noted)	Town of Prosper	Prosper Trade Area	Collin County
2010 Households	2,855	125,500	283,759
2021 Households	9,532	222,900	399,654
Annual Household Growth Rate (2021 to 2031)	11.0%	3.3%	3.0%
Average Household Size	3.21	2.89	2.84
Percent Non-Family Households	20%	23%	26%
Percent Renters	13%	29%	35%
Percent Age 65+	7%	9%	11%
Percent With Bachelors Degree	57%	58%	52%
Median Household Income	$146,733	$110,700	$96,900
Percent Hispanic	7%	15%	16%
Percent Black/African-American	7%	9%	13%
Percent Asian American	5%	9%	6%



Residential

Housing Production

Over the past 10 years, annual residential construction in the Town of Prosper has averaged 721units, representing approximately 8% of the residential development in the trade area. Multifamily housing was only part of that growth. Multifamily development in the Town of Prosper represented less than 1% of total Trade Area construction, despite the demographic predictors of high demand for these types of products.

Multi-family Production

In the trade area as a whole, the inventory of multifamily housing has grown dramatically. About 40% of all existing multifamily housing in the trade area was developed in just the last five years. The current vacancy rate of 9.4% reflects the presence of new apartment buildings that are still in their initial rent-up period. Similarly, the 16.1% increase in apartment rents over the past year is primarily a consequence of newer properties coming on line which charge higher rents than existing properties.

Trade Area Projected Growth

The North Central Texas Council of Governments projects a growth of 52,027 households in the trade area over the next ten years—an annual growth of around 4.0%. Taking into consideration vacancy rates and the demand for second homes, we estimate a demand for 53,355 housing units over the period.

If preferences for rental vs ownership housing is assigned by income levels, and 30% of all ownership housing is assumed to be in attached formats such as Townhomes and condominiums, housing demand in the Trade Area for three major housing types is as illustrated in Figure xx, and further summarized in Table xx.

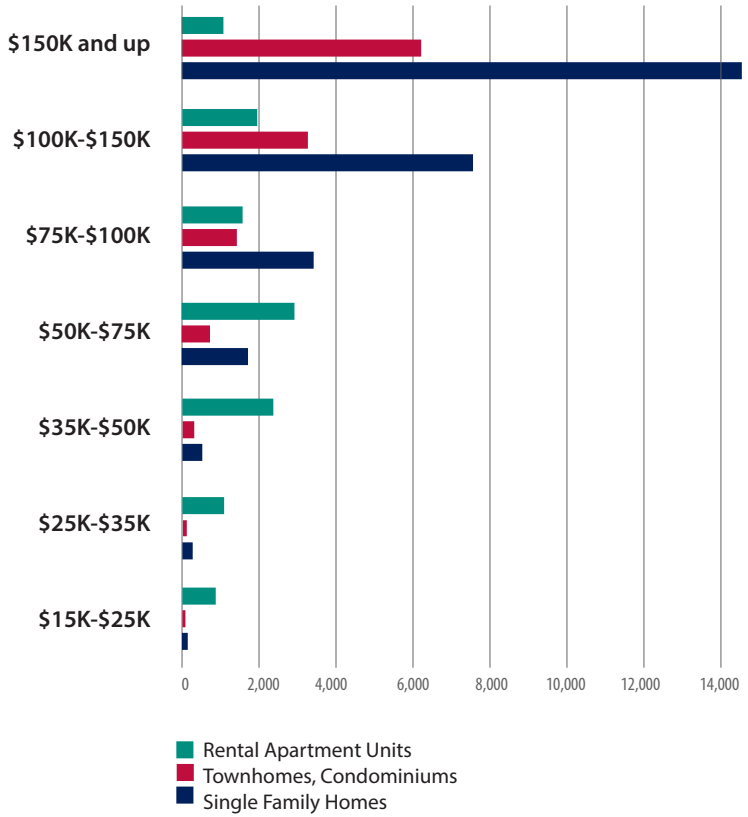
Similarly, the 16.1% increase in apartment rents over the past year is primarily a consequence of newer properties coming on line which charge higher rents than existing properties.

Total Trade Area Residential Demand by Type



Trade Area Residential Demand

Ten Years, 2022-2031



Retail

Retail Market

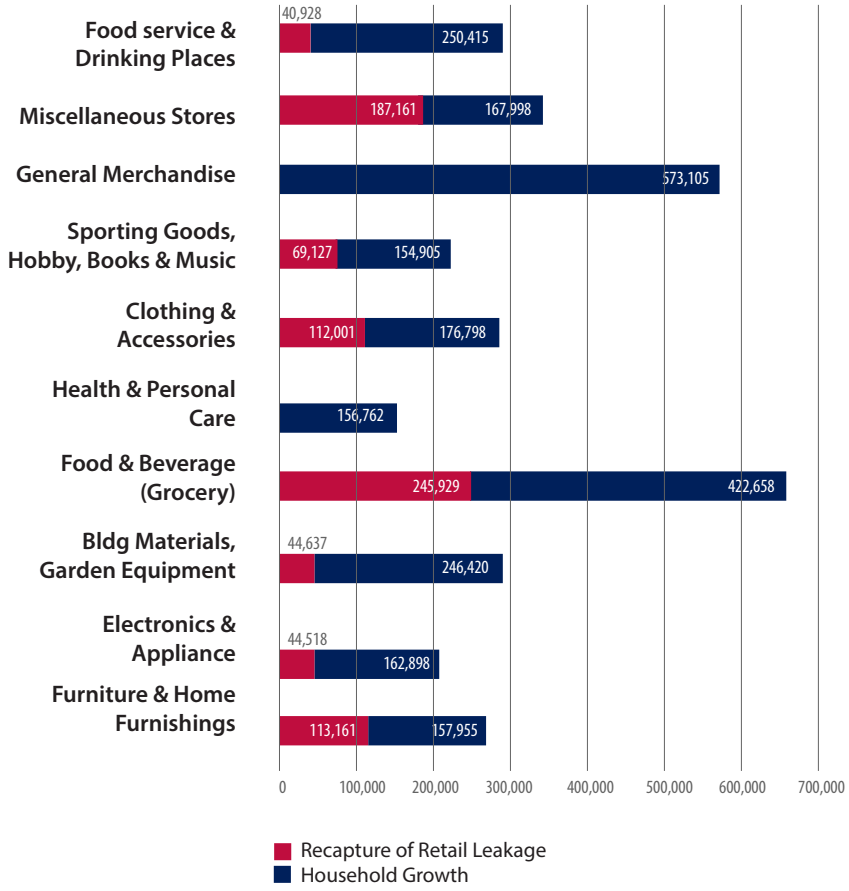
Responding to the rapid growth in homes and office developments, retail development has been occurring at a rapid pace. Much of the inventory is centered in the Frisco area, anchored by the retail centers in the Stonebriar Centre area. But the sizable new Gates of Prosper reflects the market reality that residential growth in and around Prosper requires retail support.

Retail Demand

The primary driver of retail growth will be anticipated household growth, as illustrated by the blue bars in the chart. The red bars show the opportunity for retail stores and services to recapture the spending of trade area households that occurs outside of the trade area.

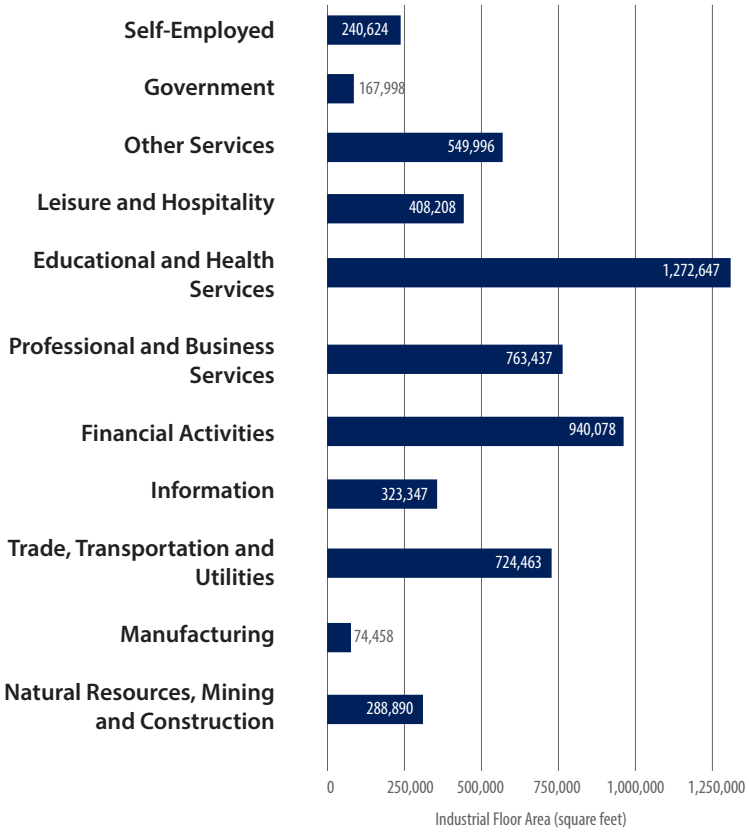
Trade Area Retail Demand

Ten Years, 2022-2031



Trade Area Office and Industrial Demand

Ten Years, 2022-2031



Employment Sectors

Office Market

Office growth in the Trade Area has been dramatic, with its center of gravity in the Frisco Area. The flagship office center is the Star at Frisco, which houses the Dallas Cowboys headquarters and a cluster of other office buildings. The Town of Prosper benefits from the DFW north metro reputation for office development, and when the north suburban freeway improvements are completed it may well become attractive for large-scale office development.

Industrial Market

Industrial growth in the trade area has matched the growth in other market sectors. Ongoing demand is demonstrated by relatively high rents. Continued population growth offers a labor pool that will support business growth, and require warehousing and distribution support.

Office and Industrial Demand

Demand for employment (office and industrial) space runs in two directions. Growth in population represents a labor pool which is attractive to businesses. And the business dynamism of the area stimulates housing growth so that employees can live near where they work. Based on an overall annual employment growth of 3.5%, the Trade Area could support an additional 5.7 million square

Downtown Prosper Development Demand

Downtown Prosper has the potential to capture a fair share of the trade area growth over the next 10 years for a variety of residential, retail/restaurant/service and employment land uses. The supported land use mix focuses on redevelopment and reinvestment in central and infill downtown neighborhoods, with real estate products appropriate for those areas.

Downtown Prosper Market Support by Residential Land Use Type					
Land Use Type	**Trade Area Demand** (Dwelling Units)	**Downtown Prosper Demand**			
		Market Share		**Absorption** (Dwelling Units)	
		Low	**High**	**Low**	**High**
Single Family Detached	28,100	0%	0%	0	0
Single Family Attached	12,000	3%	5%	360	600
Rental Apartments	12,100	3%	5%	363	605
Total	**52,200**			**723**	**1,205**

Downtown Prosper Market Support by Residential Land Use Type					
Land Use Type	**Trade Area Demand** (Square Feet)	**Downtown Prosper Demand**			
		Market Share		**Absorption** (Square Feet)	
		Low	**High**	**Low**	**High**
Retail	3,300,000	2%	4%	66,000	132,000
Employment (Office / Industrial)	5,700,000	2%	4%	114,000	228,000
Total	**9,000,000**			**180,000**	**360,000**

In general, the majority of development within Prosper has occurred over the past decade, in conjunction with the rapid increase in population. The vast majority of development has been single family residential, although some retail has been added along main roads, thus is the case in the downtown which single- family residential is the dominant land use (23%) in the area. The other uses in downtown include a mix of retail, office, civic (Town Hall, police department, churches, public library etc.), multi-family residential, open space and some light industrial which indicates that mixed uses are permitted within the area; however, there are a significant number of parcels (30%) that are vacant or underutilized which provide great sites for new residential, commercial and gathering spaces within the growing city.

There is a retail core along Broadway and Coleman Street which is remained from t Town' heyday. Coleman Street serves as a divider between residential uses to the east and non-residential uses to the west. The western side of Coleman is the primary area for mixed use developments, retail, restaurants offices and civic uses and the eastern side is dominated by single-family residential units. The Town of Prosper has a significant presence in the area with the Town Hall, Town Hall Annex Municipal Court, Police Department, Development Services and Public Works which are located nearby. Additionally, the new multi-purpose Town Hall, which includes the Library, on the west side of Main Street provided an important employment and destination base in the area.

Currently, some of parcels along First street on the western side of Coleman street are vacant.



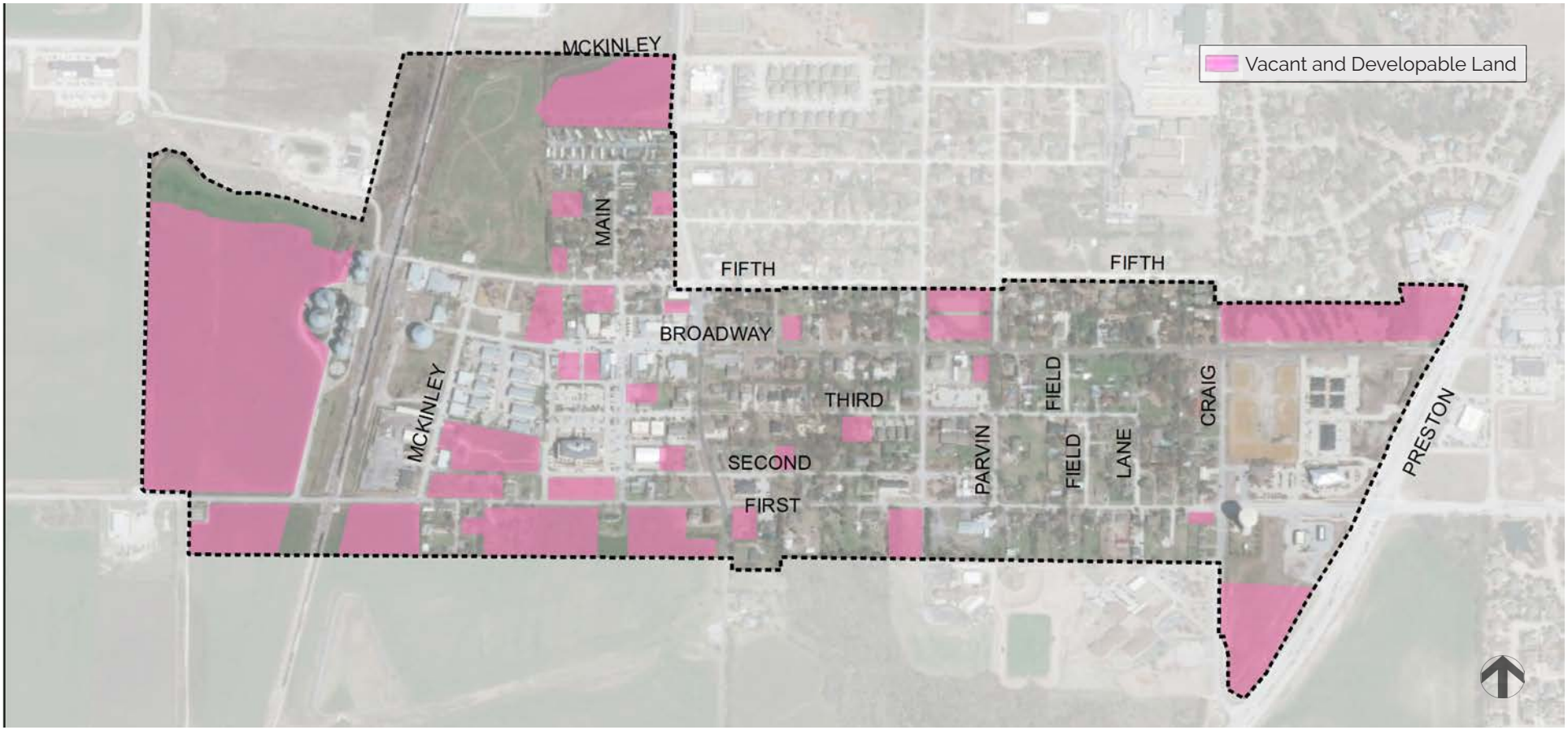
Downtown Prosper Existing Land Use

By construction and expansion of Dallas North Tollway toward First street, this area would flourish and attract regional attention and investments. Additionally, in the appeal of the historic character of downtown that would attract more residents from the outlying region, for specialty shopping, dining and entertainment.

BNSF Railway is passing through the area and some light industries and manufactures have located along the railway. The Prosper Business Park with light industrial, commercial warehousing, office storage and commercial uses and outside storage will be located in the western side of the railway and will bring more population and employment.







Downtown Prosper Vacant Developable Land

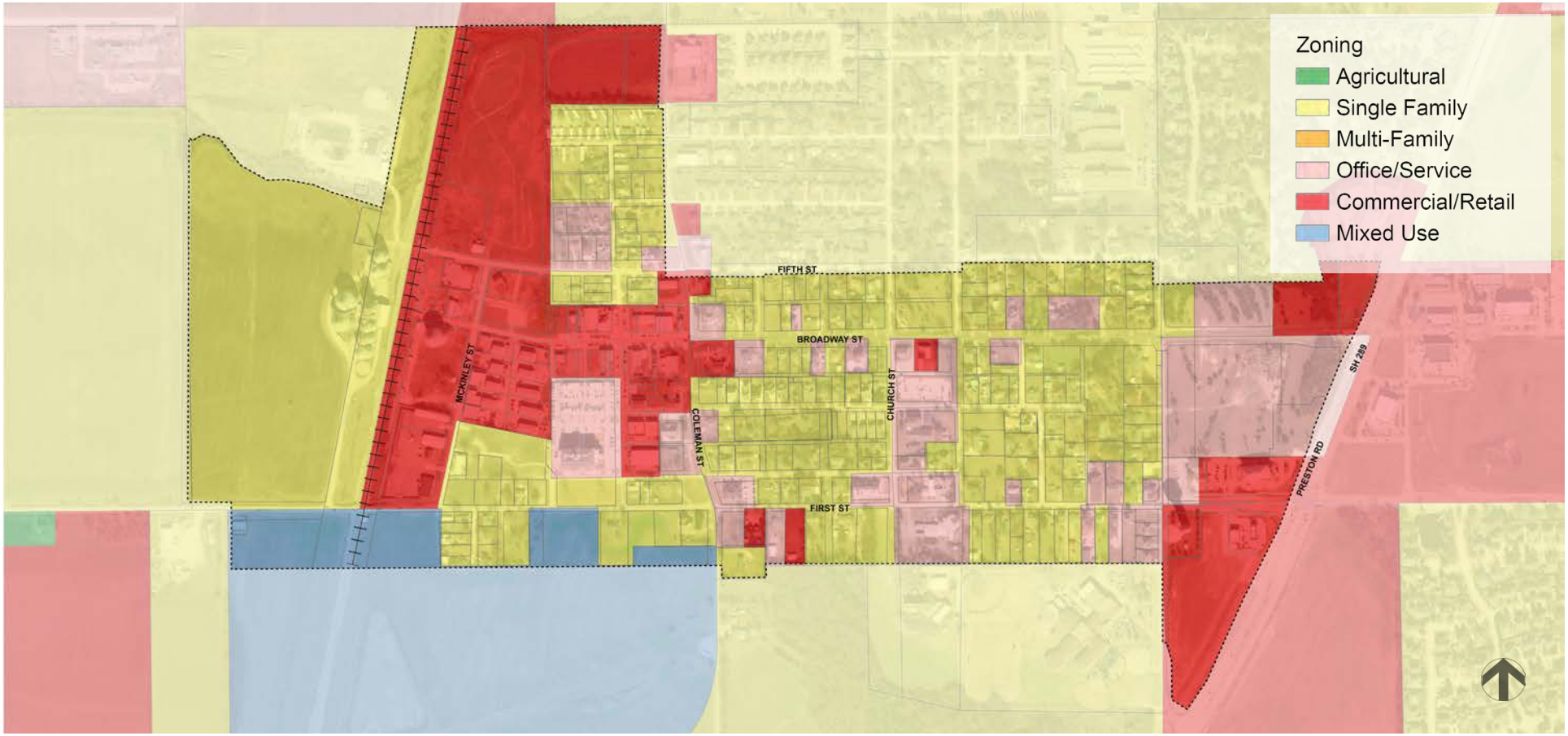
Zoning

Currently, there are five different zoning districts in downtown Prosper. The majority of land is in the single family, commercial/retail and Office/Service zones. Comparison between existing land use and existing zoning indicates that there is a conformity between them, and properties are being utilized according to its main zoning designation. Corresponding zoning regulations could encourage development more consistent with the downtown Vision and allow for more market-driven development. The following is the brief description of each zone:

SF-15 - SINGLE FAMILY-15 DISTRICT: This District will provide for development of single family detached dwelling units on a minimum lot size of fifteen thousand (15,000) square feet. Other uses, such as religious and educational facilities, parks, and open spaces will be provided for to maintain a balanced, orderly, convenient, and attractive residential area

DTO - DOWNTown OFFICE DISTRICT: This District is established to maintain existing and encourage additional office development in the original downtown portion of the Town.

DTC - DOWNTown COMMERCIAL DISTRICT: This District is established to maintain existing and encourage additional retail and commercial development in the original downtown portion of the Town.



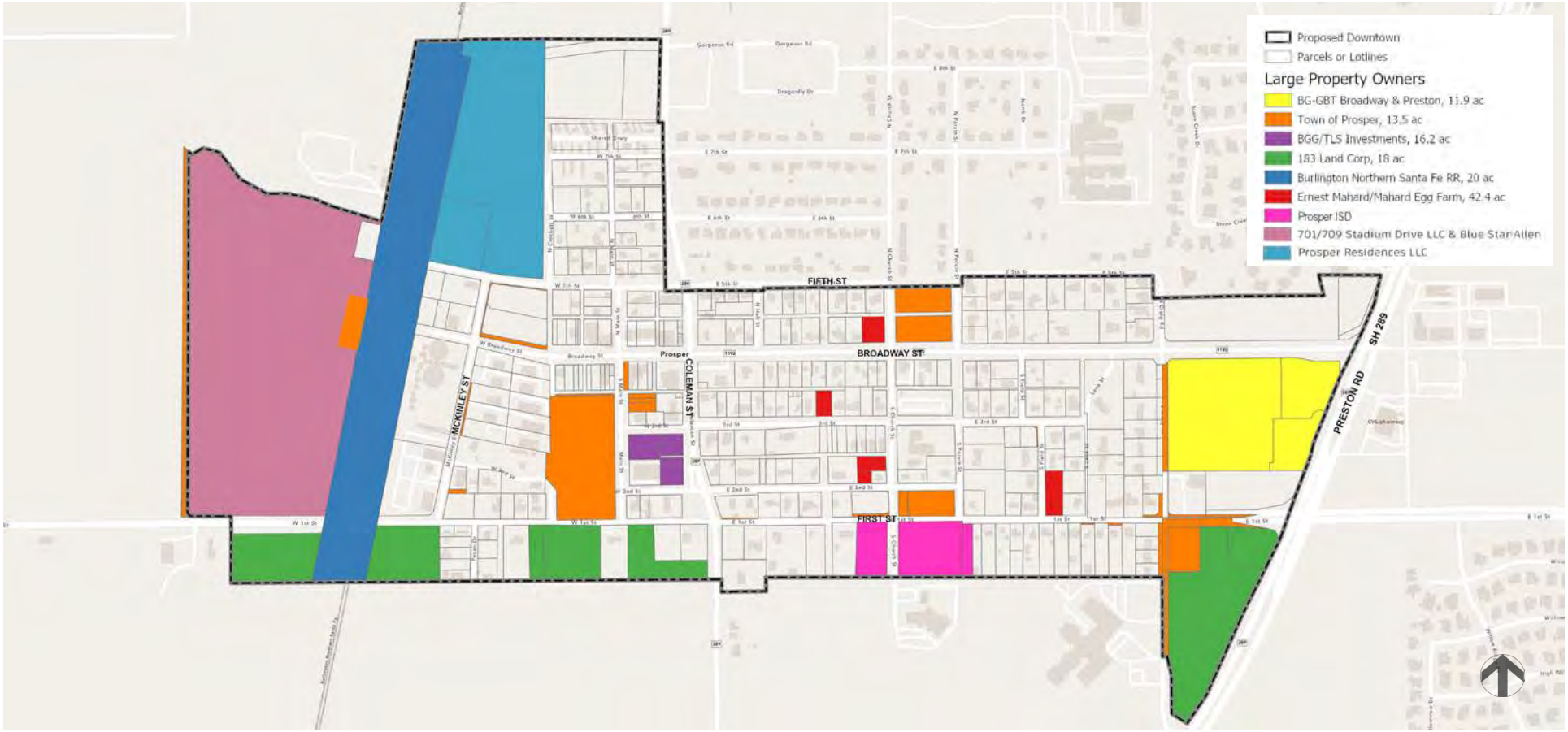
Downtown Prosper Existing Zoning

C - COMMERCIAL DISTRICT: This District is intended predominately for heavy retail, service, light intensity wholesale and commercial uses, but excluding warehousing uses.

R - RETAIL DISTRICT: This District is established to provide locations for various types of general retail and service uses for one or more neighborhoods. To encourage reinvestment in the Old Town Area, the Town created Neighborhood Empowerment Zone No. 1 (NEZ) for the commercial core of downtown in 2009. This is a tool to generate tax increment financing which is then reinvested in downtown through community improvement projects. It is only applicable to property owners in the downtown area for the construction of new, non-residential development.

Property Ownership

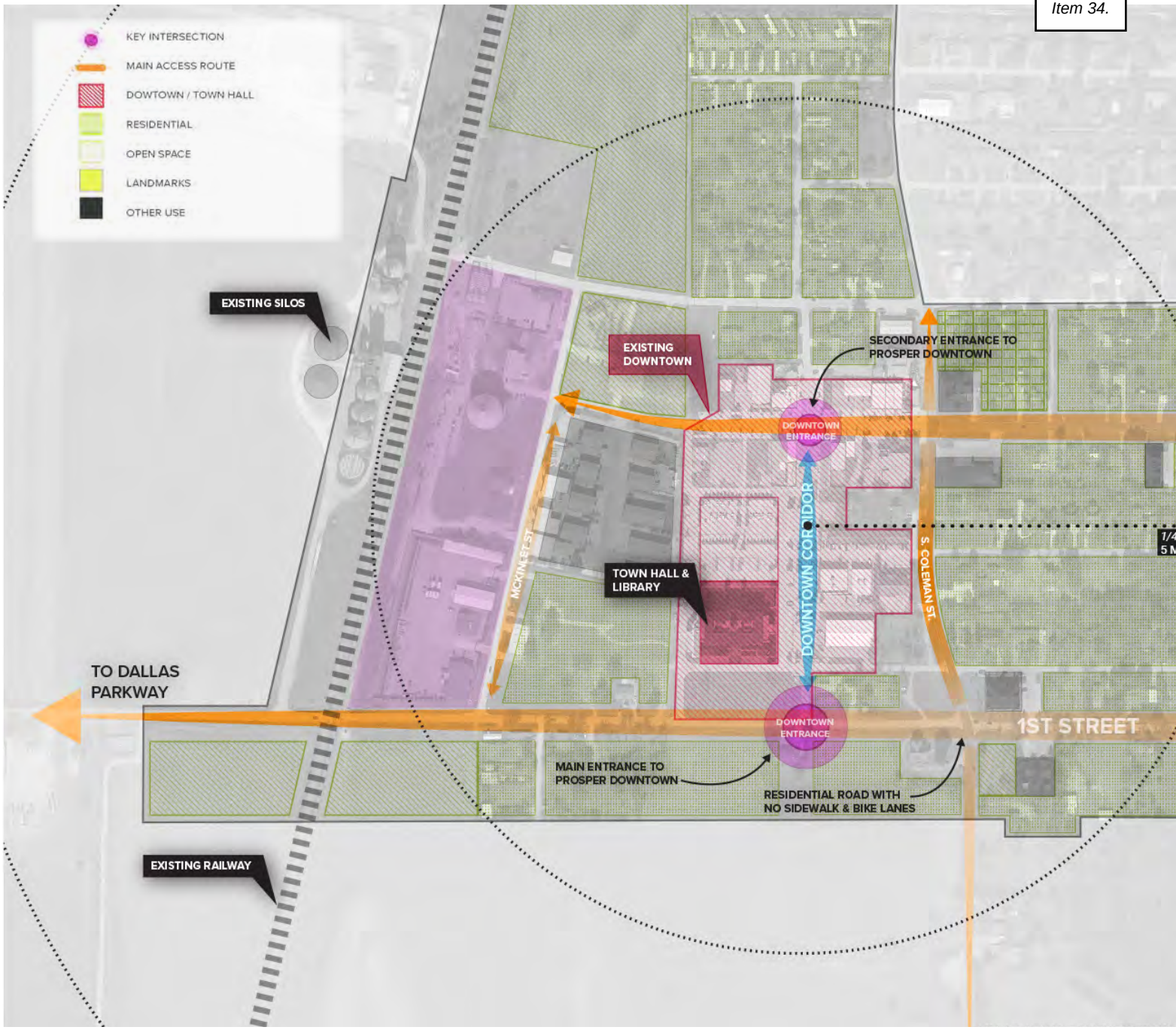
Most of downtown parcels are less than two acres in size, they are under private ownership and the majority of these private-owned properties are already built out. There are several larger than two acres lands that most of them are vacant. Map shows the large property owners in the area and for those vacant developable lands. Consolidated parcels under single ownership would make the process of land acquisition and further development easier and faster.



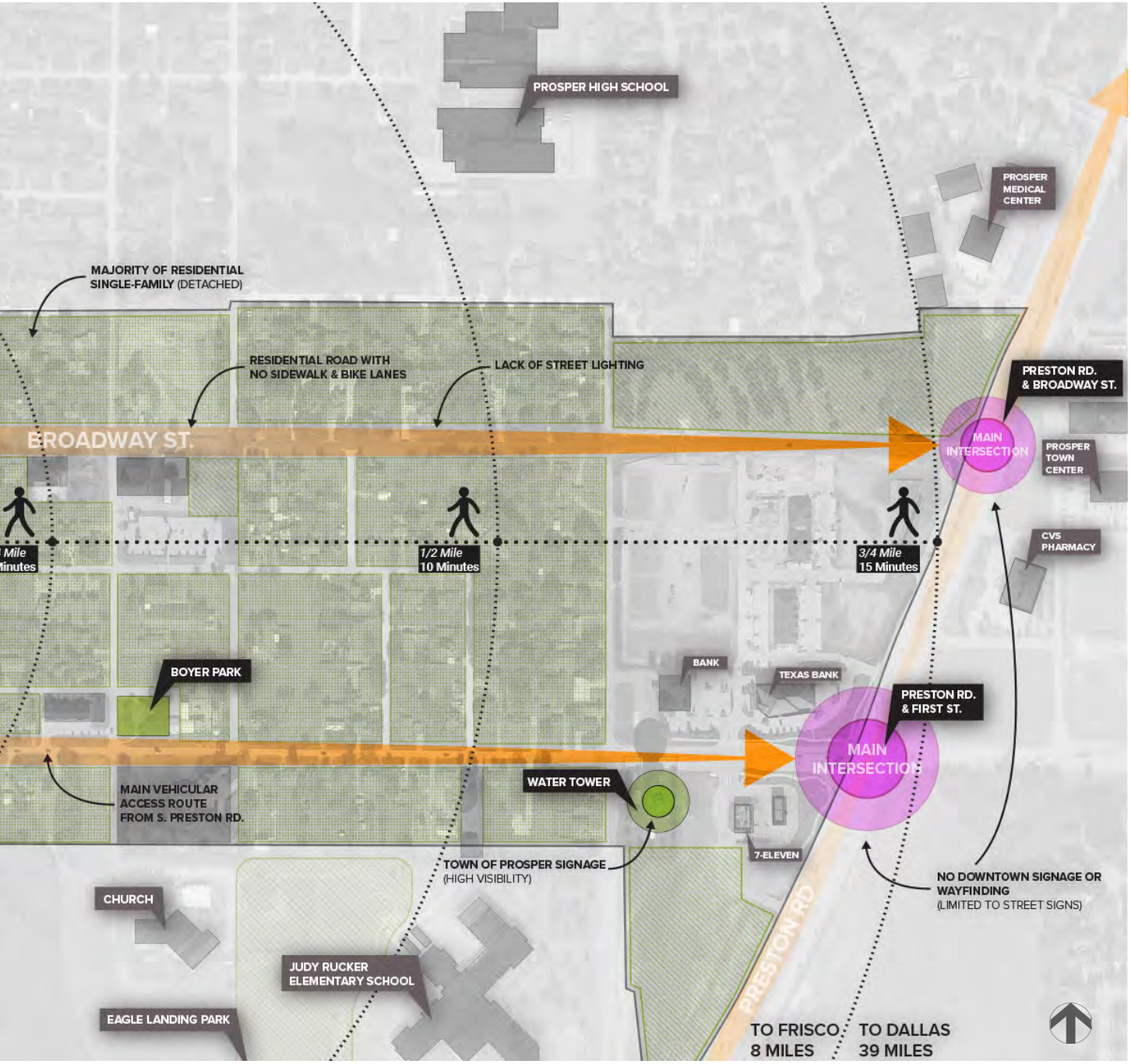
Downtown Prosper Property Ownership

Accessibility

Both the Dallas Parkway / N. Dallas Tollway and US 289 / Preston Rd. are the primary vehicular circulators accessing Prosper from southern cities like Frisco and Dallas. The planned 'Frisco Corridor' will put public transit close to Prosper with the possibility to extend the rail in future plans. Intersections at 1st St. & Preston Rd. and Broadway St. & Preston Rd are the main vehicular intersections leading to downtown. Both 1st St. and Broadway St. are the primary access routes to Main St. in downtown, approximately ¾ miles east of both intersections. These are rural residential streets with no pedestrian sidewalks or bike lanes integrated into the street design. There is also a lack of street lighting which is important for safety and security. The surrounding residences also lack a sidewalk network disconnecting them from the downtown area. Currently, most of Prosper's sidewalks are constrained to the downtown area. Implementing sidewalks and bike lanes along 1st St. and Broadway St. will give people more alternate options to access downtown and will ultimately promote more activity.



Where We Are At: Main Accessibility and Intersections


PROSPER HIGH SCHOOL
PROSPER MEDICAL CENTER
MAJORITY OF RESIDENTIAL SINGLE-FAMILY (DETACHED)
RESIDENTIAL ROAD WITH NO SIDEWALK & BIKE LANES
LACK OF STREET LIGHTING
PRESTON RD. & BROADWAY ST.
BROADWAY ST.
MAIN INTERSECTION
PROSPER TOWN CENTER
CVS PHARMACY
1/2 Mile 10 Minutes
3/4 Mile 15 Minutes
BOYER PARK
BANK
TEXAS BANK
PRESTON RD. & FIRST ST.
MAIN INTERSECTION
MAIN VEHICULAR ACCESS ROUTE FROM S. PRESTON RD.
WATER TOWER
7-ELEVEN
TOWN OF PROSPER SIGNAGE (HIGH VISIBILITY)
NO DOWNTOWN SIGNAGE OR WAYFINDING (LIMITED TO STREET SIGNS)
CHURCH
JUDY RUCKER ELEMENTARY SCHOOL
EAGLE LANDING PARK
PRESTON RD
TO FRISCO 8 MILES
TO DALLAS 39 MILES

Placemaking

There are existing conditions hinting at branded placemaking and signage moments scattered throughout Prosper and the streets leading up to it. Through our studies we've identified these key projects that reflect Prosper's updated signage with selected colors and material palette:

- Town Entry Monument
- Town of Prosper Sign on the 'Water Tower'
- Boyer Park
- Downtown Monument

All these key moments provide the foundation to create a more comprehensive signage program directing visitors and residents to the downtown area. There is currently no wayfinding signage directing people to downtown. The Town of Prosper 'Water Tower' sign is the only sign in the downtown area indicating that you are in Prosper. This is also the largest existing placemaking moment in Prosper. The downtown area lacks any signage or wayfinding and there are no entry monuments upon arrival to Main St. or Broadway St.

Street signs and streetlights along Main St. and Broadway St., in



Where We Are At: Placemaking & Views Diagram



downtown, are updated w Town of Prosper logo and decorative banners. These are good components in creating a more pedestrian-focused place but there needs to be a more robust application and a more diverse kit-of-parts to pull from. This will create more intimate environments that reflect Prosper's identity, resulting in more enjoyable and walkable places.

The silos are another intriguing piece that seems integral to downtown Prosper's identity. They are large and draw a lot of visual attention. The views alone could garner great backdrops to a vibrant pedestrian-oriented Main St and Broadway St.

Downtown & Public Realm

Town Hall

The downtown area in Prosper is slowly getting updated. The new 'Town Hall & Library' reflects a material palette and general 'look and feel' of architectural character that seems appropriate for Prosper. It also aligns well with the newer signage installments at 'Gates of Prosper' and Boyer Park. These precedents might help establish building material guidelines in the downtown area.

The new 'Town Hall & Library' is an important placemaking anchor along Main St., but it is isolated in a sea of parking and lacks any retail and community buildings/parks adjacent to it. There is an open space located directly south of Town Hall, but it seems unused and inactivated. Encouraging more dense and diverse mixed-use developments around Town Hall will put people in the middle of downtown activating it on a regular basis. Building around community and civic landmarks in downtown will help define a 'look and feel' unique to Prosper's identity, creating a sense of place and arrival.

Retail

Most of the retail in downtown is located off the intersection of Main St. and Broadway St. There is a limited selection of food and beverage retailers in the entire downtown area, and they seem constrained to the northern part of downtown along Broadway St. There is currently little to no outdoor seating for restaurants and no retail spill out, i.e., supplemental signage and product displayed outside. These are key components that contribute to the vibrancy and overall vitality of a successful human-focused downtown. Activating the sidewalks and allowing retail to spill out of storefronts creates a pleasant and inviting place that piques curiosity and makes people want to stay. It's also important to consider the types of retail that are in downtown. As Prosper grows, the downtown area will begin to naturally transform from a small downtown into an area of regional appeal and community focused commerce. Retail can also be a key contributor to creating an increased regional appeal. Curating certain types and brands of retail, i.e., food and beverage, brewery, are great opportunities that allow retail to tell the story of Prosper while simultaneously contributing to vibrancy of place. There could also be a series of tenant improvement guidelines that helps retailers successfully align with the architectural character and 'look and feel' of downtown.





















Pedestrian & Bike Access

Sidewalks are limited to downtown. There is a lack of sidewalks extending beyond downtown into adjacent neighborhoods and no pedestrian connections to the larger community outside of the area. In downtown, the sidewalks are wide and inactive. These areas are prime real-estate for retail spill-out to occur. Successful downtowns tend to let people and retail create the colorful vibrancy of place. An active storefront with lots of people is the ultimate people magnet for more activity.

There is currently a lack of bike lanes and trail networks throughout the Town of Prosper. It is important to provide multi-modal transportation alternatives not only for non-vehicular access but integrating bike lanes and sidewalks into street programs can help slow traffic down and create more enjoyable environments for those not driving.

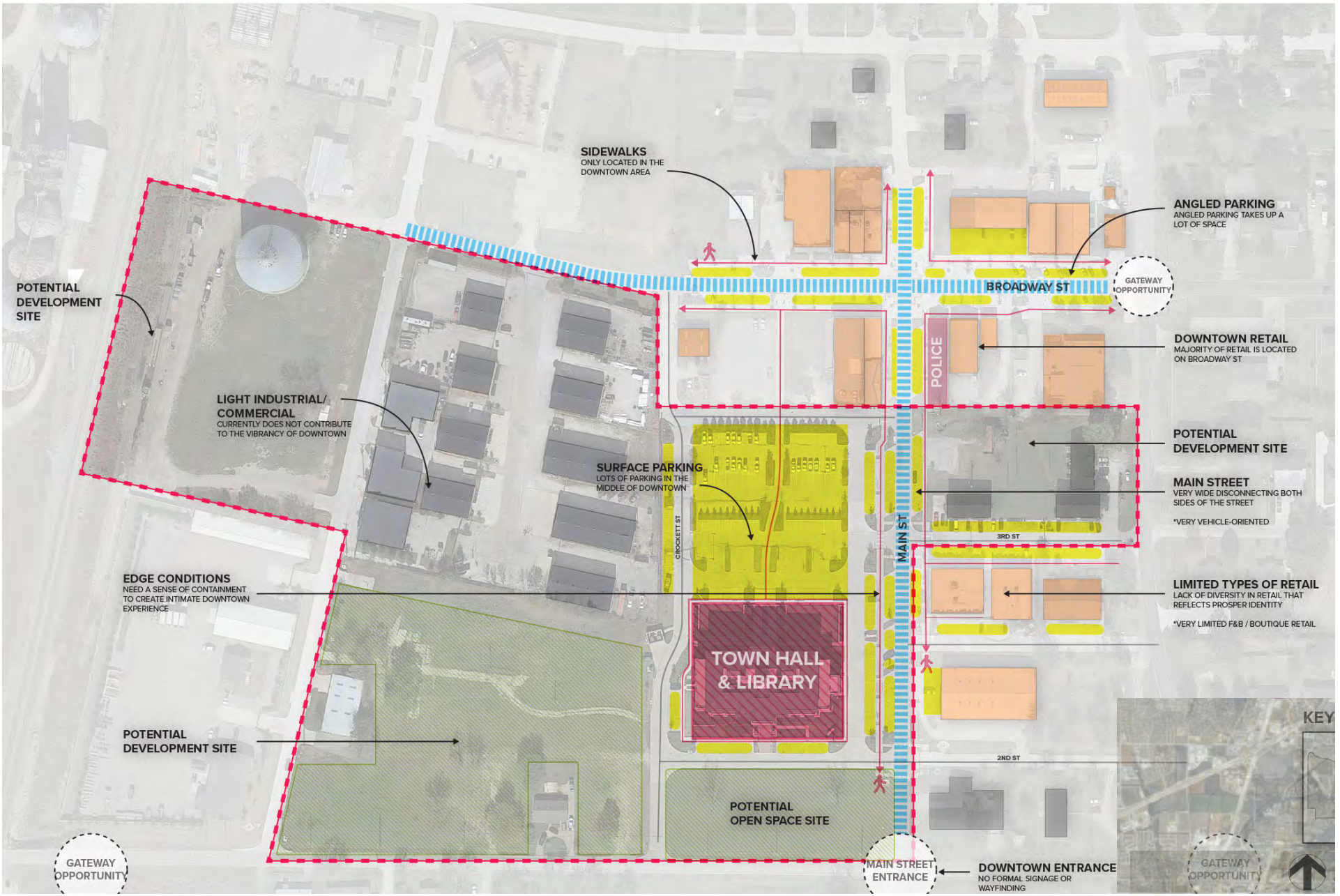
Street Furniture & Tree Program

Along Broadway St. close to the intersection at Main St., there appears to be an updated street furniture and tree program. Light poles, street signs, stop sign poles, potted plants, and outdoor seating have been installed along Broadway St. and demonstrate the beginning of a comprehensive street furniture program. Currently, it feels like it's lacking vitality. This might be due to the lack of retail activation on sidewalks as well as a lack of quantity of street furniture.

Trees along Broadway St. in downtown are placed in rhythm and seem like they will take some time to mature. Larger trees create more impactful places where people want to stay. Being such a critical component to placemaking, it might be worthwhile to place some more mature trees in key areas around downtown. This can create an iconic moment that the community can easily rally behind.

Downtown Parking & Streets

Aside from the parking at Town Hall, there is a lot of angled parking throughout downtown. This is more efficient than 90-degree pull-in parking, but it still takes up a lot of space and is more vehicle-centric than pedestrian-focused. Decreasing the depth of street parking will give more space back to the public realm and allow for more retail to spill-out. This also creates space for restaurant patios and terraces. More visible storefront activation is critical for retail too succeed and is also a key part in creating lovely and enjoyable places.



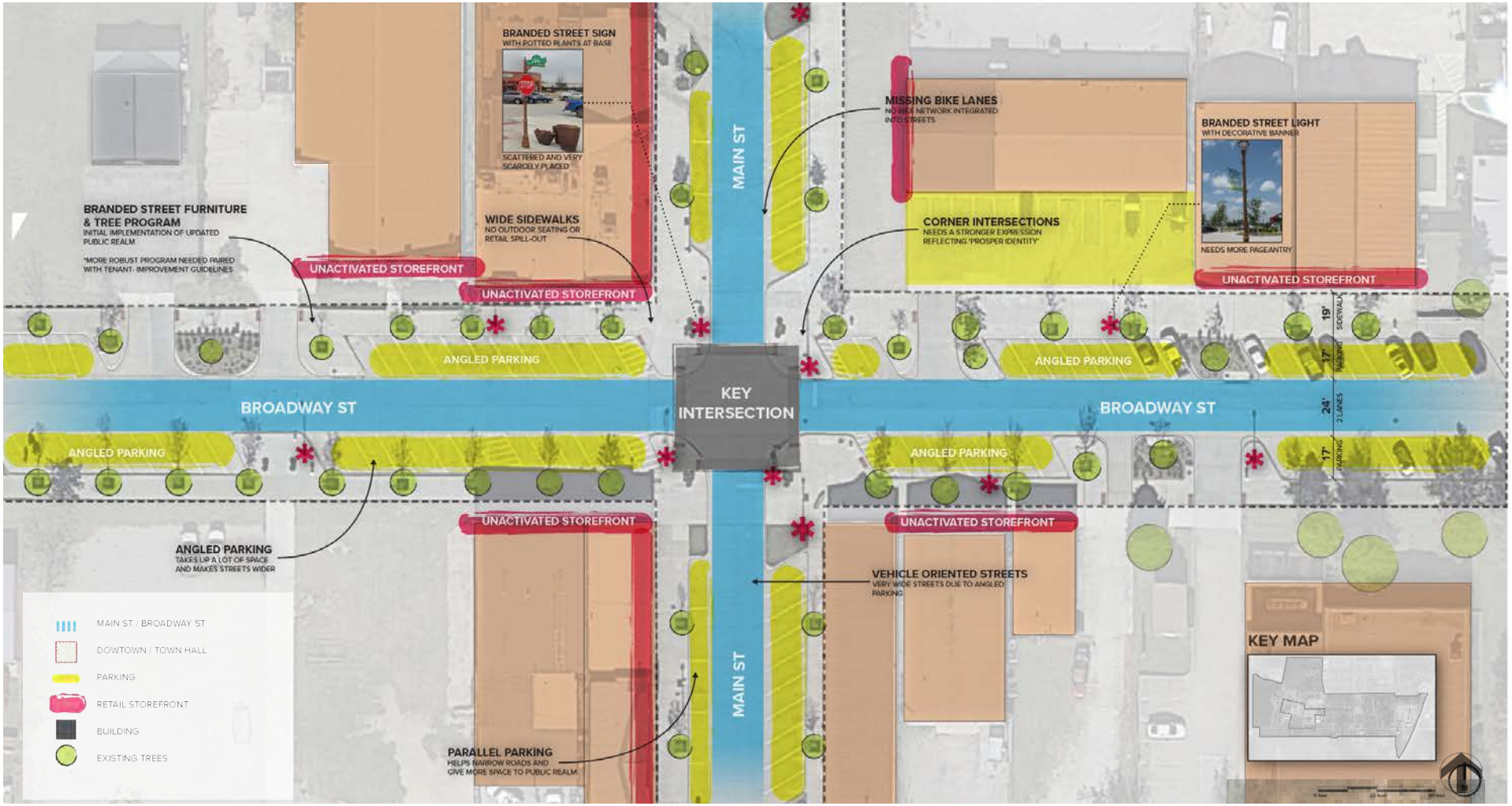
Where We Are At: Downtown Placemaking Opportunities

Many downtowns, at all scales, are trying to decrease the amount of vehicle traffic and parking in key community-oriented commerce areas like Main Street. Shifting to a different approach focused more on the pedestrian experience will help improve footfall and improve the types and brands of retail attracted to downtown.

The street paving in downtown is typical throughout the Town of Prosper. It's standard concrete paving with a few brick pedestrian crosswalks. Key intersections and downtown paving materials are also key components to placemaking that help define place. Changing the paving material at main intersections and key areas along streets helps break up visual monotony and indicates specialness of place. It also is a visual tool to help mitigate high car speeds.

Community Space

It seems like Prosper is missing a key component integral to community and sense of place. There is no iconic outdoor community space. Whether that be an iconic park, or a quaint main street drag that captures your heart. This is a space that functions as the 'go to' place



Where We Are at: Public Realm Placemaking Opportunities

for all community events and becomes a venue for the Town of Prosper to express itself to the greater Frisco/Dallas community. There are lots of opportunities to alter and massage all the existing placemaking assets in the downtown area, but it will take a much more comprehensive approach in synthesis with mobility, retail, architecture, and urban planning. Through our studies we've identified a few trends that have begun to give us insight into what/where community placemaking and identity can be explored:

Areas of Opportunity

Community Space/Event Venue/Programmed Park

- Front Porch Park: Activate the south side of Town Hall with a community amenity/park.
- Back Porch Park: Turn the parking field on the north side of Town Hall into an iconic programmed park rivaled by neighboring communities.

Downtown

- Main Street: Transform Main St. & Broadway St. into vibrant 'Main Streets' where people want to live and enjoy fantastic food and retail.
- Regional Attraction: Create a regional destination as well as strengthen existing community principles/vision.
- Pedestrian-Focused Place: Create a safe and accessible place for everyone.
- Equity for All: Integrate key principles into the planning process that gives everyone access to equity at all levels, i.e., community gardens, affordable housing, diverse affordable food offerings.

Placemaking & Identity

- Legacy & Prophecy: Important for the brand identity of downtown to root itself in the historic context of Prosper while communicating ambitions for future visions.
- Placemaking Follies: Series of curated art or iconic wayfinding moments will help tell the story of Prosper.
- Sign Monuments & Pageantry: There is a big gap in signage and overall pageantry in the downtown area. Creating a more robust signage program with supplemental pageantry will bring more charm to downtown.
- Breadcrumb Effect: The 'Silos' are the most iconic placemaking element in Town. There needs to be more of these moments and at a variety of scale to. This will naturally direct people towards downtown.

Existing Constraints

- Lack of Street Development: Many streets don't have sidewalks, bike lanes, or dedicated landscaping.
- Architectural Character: There is a lack of 'look and feel'/architectural character in all building types in the downtown area. This will be important in creating a cohesive downtown experience.
- Lots of Parking: So much parking taking up a lot of space. Parking fields are a great opportunity to develop more density in the downtown area creating edges in downtown that help contain energy and place.
- Retail Tenants: Challenge in getting the right tenants in that will benefit the community the most.



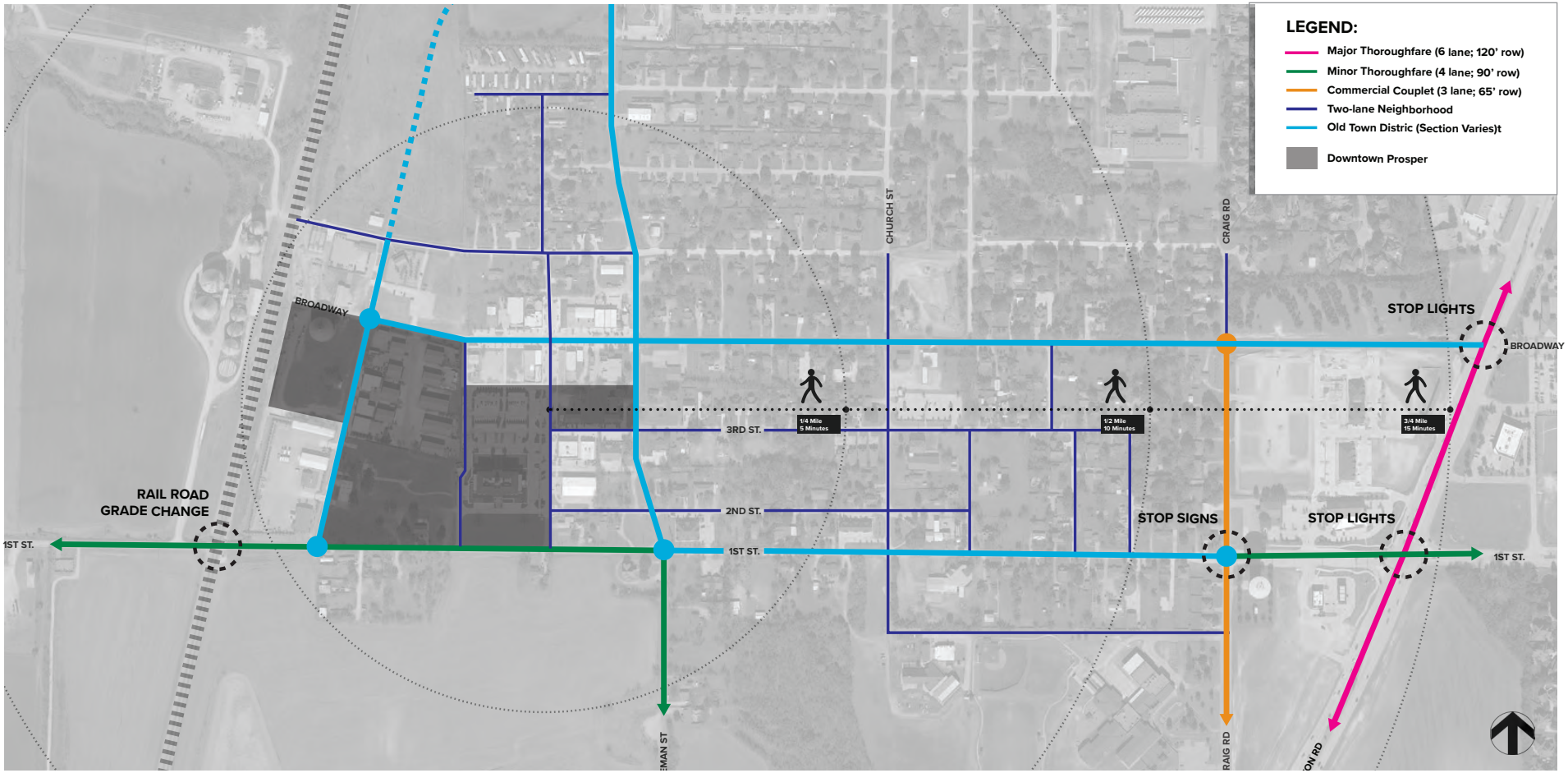


Mobility

Downtown mobility is an important asset for creating a safe, pedestrian friendly place for all people. The 1800's brought Prosper mule-drawn wagon and horse-drawn buggy. Since, the downtown area has been used in ways that did not necessitate development of a pedestrian network, thus creating a more vehicular-centric environment. Moving forward with this plan, downtown Prosper will work to ensure that the future of downtown is an environment that is a pedestrian friendly place and supports multi-modal transportation.

Street Network

The existing downtown street network is mostly built on a traditional grid with varying roadway and right-of-way widths. The local street network is very auto dominated with single lanes in each direction. Broadway Street and First Street form the primary east-west and Coleman Street as the north-south vehicular corridors. Coleman Street provides connection between Lovers Lane to Prosper Trail and further north. First Street is the only street in the downtown area traveling west, past the railroad tracks, providing the connection between



Where We Are At: Downtown Mobility Plan Today

Dallas North Tollway (DNT) and Preston Road (SH 289). Preston Road provides regional connection between downtown and surrounding areas. The completion of Cook Lane provides an alternate connection between Prosper Trail and First Street as well as a more direct connection to the Police headquarters.

Recently built sidewalks and bump-outs in some downtown blocks provide pleasant walking experience with wide sidewalks along with on-street parking. The existing rail corridor on the

Street Name	Direction	Existing ROW	ROW Utilized
Coleman St.	North-South	72′ to 195′	22′ to 27′
Main St.	North-South	50′ to 86′	24′ to 85′
McKinley St.	North-South	50′ to 55′	25′ to 27′
Broadway	East-West	63′ to 106′	27′ to 100′
First St.	East-West	30′ to 45′	24′ to 45′
Fifth St.	East-West	25.5′ to 62′	22′ to 26′
Preston Rd.	North-South	172′ to 208′	-
Craig St.	North-South	27′ to 62′	22′ - 49′
Church St.	North-South	50′ to 64′	23′
6th St.	East-West	42′ to 44′	23′



Fifth Street



Main Street



First Street



Broadway

western side of the downtown creates an opportunity for a future rail station while at the same time becoming a barrier for future connections. With the shift from residential to retail and office along the major corridors, it is crucial to have provision for multiple modes as well as on-street parking.

Traffic Volumes

Downtown area streets are mostly 25-35 mph posted speed limit with relatively low vehicular traffic. The main north-south artery in downtown, Coleman Street, carries 2,430 vehicles per day at 30-mph which increases to 5,025 vehicles north of Old Town area which is also identified as minor thoroughfare. Broadway Street carries 2,280 vehicles per day serving as primary east-west corridor with 35-mph speed limit. Preston Road forms the eastern boundary of the downtown providing north-south regional connection to neighboring communities carrying more than 42,000 vehicles per day. First Street forms the southern edge traveling almost parallel to US 380, from Preston Road crossing Dallas North Tollway to FM 1385 in the west carrying about 4,300 vehicles per day. The design for reconstruction of First Street is underway that would expand the existing two-lane roadway to four-lane divided suburban arterial between Dallas North Tollway and Coleman Street. The completion of Cook Lane construction will provide another north-south connection between First Street and Prosper Trail, besides Coleman Street, which could possibly shift some traffic volumes.

Crashes in Downtown Area

The crashes in the study area are mainly along the major roadways with highest along Preston Road correlating with the amount of vehicular traffic. The intersections of Broadway Street and First Street at Preston Road appear, the only two signalized intersections in the study area, have high crashes. About 50 percent of the intersection related crashes at Preston Road involved turning vehicle.

Majority of the crashes on the area roadways were caused by driver inattention or following too closely of vehicles traveling in the same direction. While majority of the crashes in the study area only involved property damages, there was one fatal crash reported at Broadway Street/Preston Road intersection. Gateway elements, enhanced signage, landscape, lighting, and other streetscape elements will likely increase driver awareness and help reduce potential crashes.

Pedestrian Network

Pedestrian network is limited, disconnected and inconsistent in the study area. Recent improvements along portions of Broadway Street include on-street parking, bump-outs and wider sidewalk space that encourages patio seating and other sidewalk activities. Since the construction of the new Town Hall and library on Main Street, it has become the focal point with increased pedestrian activity making it a much more active street.

However, most of the downtown roadways being auto dominated have narrow or absent sidewalks. Some of the newer developments have sidewalks, however, most of the roadway network is single lane in each direction with limited or no pedestrian facility making it an unsafe and uncomfortable walking environment.

The Old Town Area Transportation Plan recommends different cross-sections for the area street network with 8-10 feet wide sidewalks on major roadways and on-street parking on Broadway Street and segment of First Street between Coleman Street and Craig Street. McKinley Street is also proposed with 10' wide sidewalk facility and on-street parking extending further north and turning to end at Coleman Street.

Bicycle Facility

Besides few blocks with wide sidewalks, the bicycle facility in downtown Prosper is mostly non-existent. Previous planning studies identified connector trails and developable trails connecting downtown. McKinley Street, Main Street, Sixth Street, Broadway Street, Church Street and part of Craig Street were identified for future bikeway accommodations. While none of the corridors currently have bikeway accommodations future expansion could include a separate bike lane, shared lane marking, signed route, or bicycle boulevard connecting other area trails. The existing street network utilizes limited right-of-way with room for expansion to include such facilities.

Transit

Currently there is no fixed route transit serving the Town of Prosper. In 2019, Town of Prosper partnered with Collin County Transit – a partnership between City of McKinney, the McKinney Urban Transit District (MUTD)and the Denton County Transportation Authority (DCTA) to begin operating in the Town. The service is a subsidized taxi voucher program providing transportation for older adults, individuals with disabilities as well as low-income residents.

As part of a long-term multimodal vision for the Dallas-Fort Worth Region identified under NCTCOG's Mobility 2045, the Frisco Corridor was identified as a potential passenger rail corridor. This corridor along predominantly BNSF freight rail right-of-way extends up to US-380 in Frisco however, there is no identified funding for this project. This corridor provides an opportunity for Prosper by extending this rail line north to a potential future stop located in downtown. This should be studied further as port of the long-term multimodal vision.

Parking

Parking is provided with on-street parking spaces, Town owned parking lots (predominantly at the Town Hall), and on private parking lots. The current inventory observed indicates there are approximately 514 spaces within the commercial downtown area available for parking. Of these spaces, approximately 225 parking spaces are located on street, with additional 185 parking spaces located at the Town Hall property. The remaining spaces are located in parking lots adjacent to existing businesses.

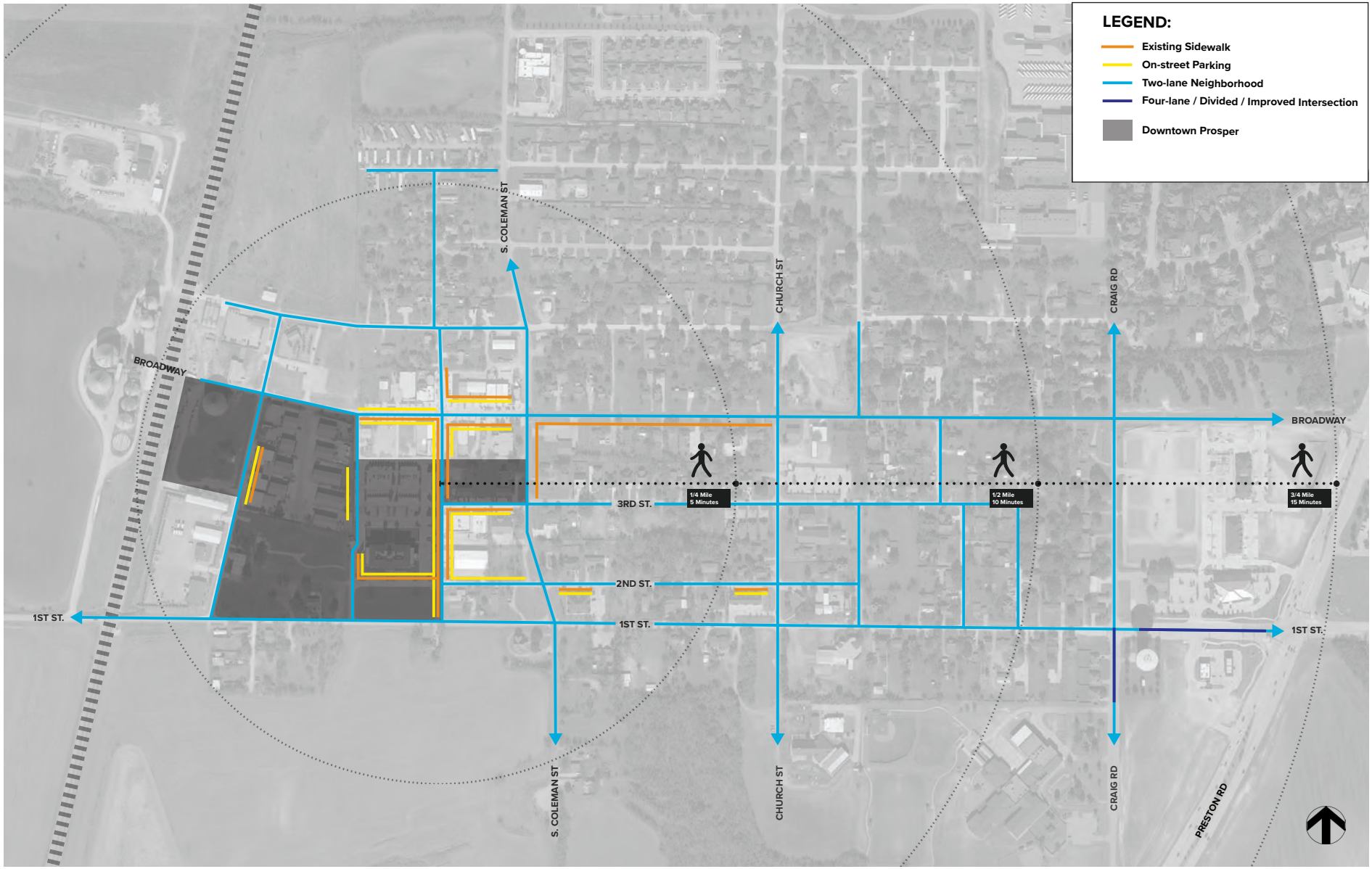
Actual parking use inventories had been completed in June and September of 2019. While this data is aging it appears to be generally reflective of parking demand reviewed during the planning process. These inventories identified a peak daytime use of approximately 113 and 102 spaces between on-street, public parking lot, and private parking lots.

Conventional parking requirements are based on single-use peak demand, or that every single use is maximizing it's total parking requirements at all times. This is a challenging approach in many projects as the peak demand varies by the type of use and hours of operation. For example, a shopping plaza a with a medical office and a movie theater will not both be fully utilized at the same. The medical office will have peak demand during weekday daytime hours whereas the movie theater will have peak demand during evening and weekend hours. While this concept of "shared parking" is accommodated in Prosper's code, it is very restricted, requiring studies, supplemental approvals and only one parcel to be involved. However, the potential benefit of sharing is significant. The Urban Land Institute (ULI) produces a guide called "Shared Parking" (now in its 3rd Edition), which ITE also supports, that estimates the varying peak demands of many land uses. Applying ULI's methodology to a fully-occupied downtown Prosper would result in only 561 parked cars, and reductions for the frequency of people to park once and visit more than one destination on foot based on the local context further reduces this to 531 cars. While this suggests only a small parking shortage if all existing uses in downtown were fully occupied and utilized, existing building occupancies produce a peak demand of over 400 fewer cars.

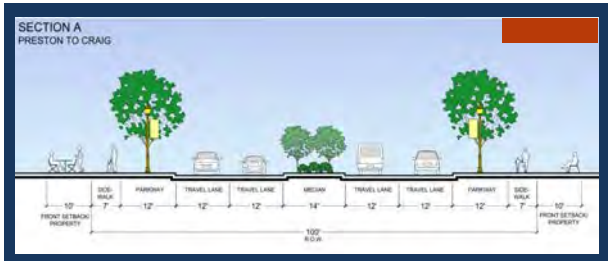
Current Uses and Parking Demand Modeling

Land Use Type (field survey)	Units	Total
Office	Sq. Ft.	41,500
Govt. Office	Sq. Ft.	25,500
Retail	Sq. Ft.	32,000
Apartments	Units	12
Warehouse	Sq. Ft.	79,000
Light Industrial	Sq. Ft.	450,000
Gym	Sq. Ft.	9,000
Church	Sq. Ft.	3,500
Auto Pars / Service Center	Sq. Ft.	4,000
Existing Parking	**Spaces**	**514**

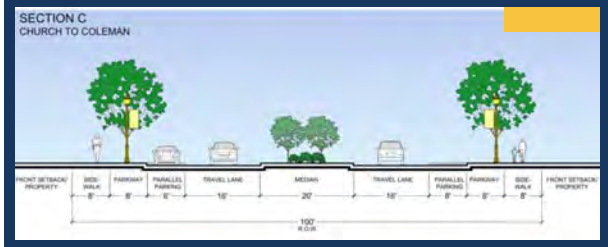
Parking Condition	Units	Total
Unshared Peak Demand	Vehicles	1,136
Shared Peak Demand (no context)	Vehicles	783
Shared Peak Demand (context)	Vehicles	710
Observed Peak Demand	Vehicles	113

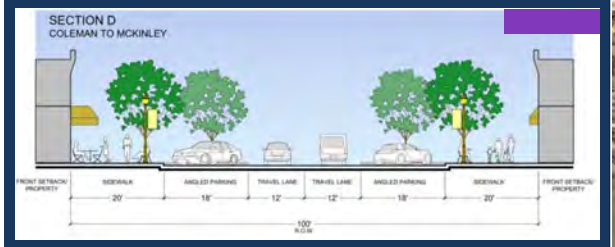


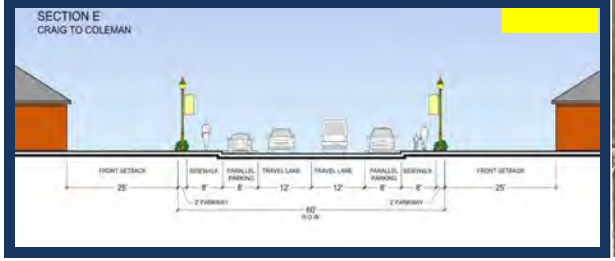
Where We Are At: Downtown Mobility Today

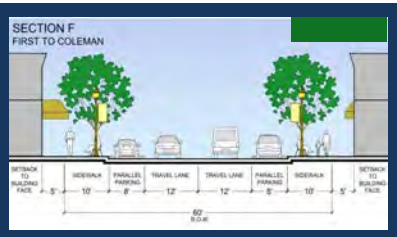




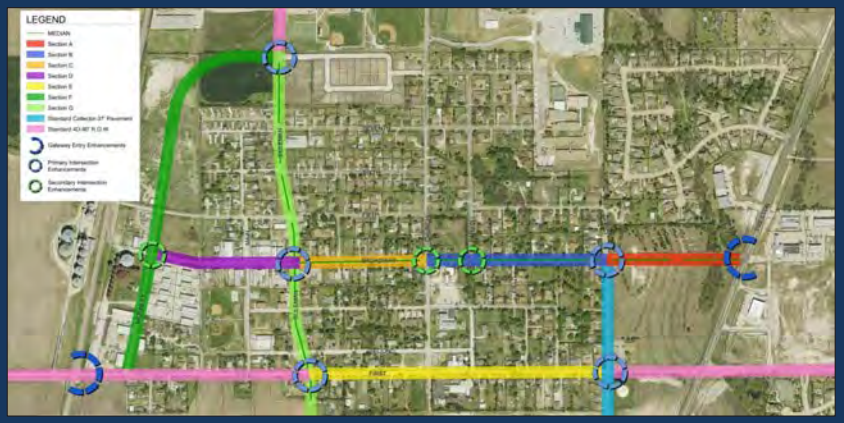


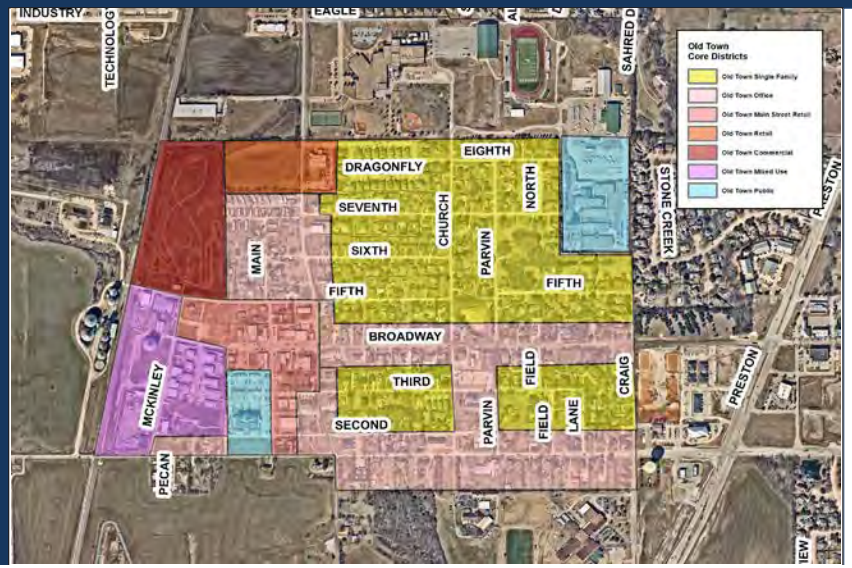












Old Town Transportation Plan

Section A: Four lane divided roadway with a landscaped median and a landscaped parkway separating pedestrians from traffic. This section serves as a major entrance into Old Town from the east. No on-street parking.

Section B: Two lane divided boulevard with a large center median containing landscaping. Wide travel lanes allow for bicycle accommodation and a landscaped parkway separates pedestrians from traffic. No on-street parking.

Section C: Two lane divided boulevard with a large center median containing landscaping. On-street parallel parking is permitted and a landscaped parkway separates pedestrians from traffic.

Section D: Two lane undivided urban roadway. Wide 20' sidewalks accommodate patio seating, pedestrian traffic and street trees. On-street angled parking is permitted and bulb-outs are located at intersections to enhance pedestrian visibility at crosswalks.

Section E: Two lane undivided roadway with on-street parallel parking and an immediately adjacent 8' sidewalk. A large private setback of 25' is included.

Section F: Two lane undivided roadway with on-street parallel parking and a 15' sidewalk. 10' of the sidewalk will be located within the right-of-way and the additional 5 feet will be a 5' setback to building face.

Section G: Two lane divided roadway with a center median containing landscaping. On-street parallel parking and a 10' sidewalk are included.

Land Use

The predominant land use within Old Town will be **single-family** residential. All infill development within such areas should conform to the architectural guidelines established for the Old Town district. Such guidelines are created to protect the continuity of look and feel within Old Town.

Along Broadway and First Street, single-family uses will gradually transition to boutique, cottage-style **office** and/or specialty retail uses. Broadway west of Coleman, will be the retail core of the downtown.

Shops, restaurants, and small office uses may be located within the **main street retail** area. This area is intended to be the heart and main activity center of the Old Town Area. As redevelopment occurs, building frontages should be brought to the property line to be consistent with ultimate streetscape improvements.

Adjacent to the retail core, a **mixed-use** district incorporating mixed use lofts/apartments will serve as a buffer between the Business Park and the core of Old Town. This area will also provide rooftops that service adjacent retail establishments.

Niche **retail** is recommended along Preston Road and at the northern end of Coleman. Retail development within these areas should fit within the architectural framework of the Old Town area. Setbacks should be reduced, when possible, along Coleman and Broadway to frame the roadways.

Where We Are At: Adopted Old Town Transportation Plan

Streets

In previous planning efforts, an overall transportation plan has been prepared for the Town including detailed roadway sections within the Downtown Area as shown in the image to the left. This plan, the "Old Town Transportation Plan" has been formally adopted by the Town.

During this Master Plan process and review of the adopted transportation plans, a recommendation has been included to re-evaluate theses sections prior to detailed design and funding for construction for the various segments.

Infrastructure

As a well established downtown the core infrastructure exists throughout. Much of the commercial downtown has benefited from recent streetscape replacement projects that include sidewalks, lighting, landscape and furnishings. Beyond the commercial core streets are of varying age with some improvements occurring. As noted in previous sections there is a general lack of sidewalks, pedestrian scale lighting, and other elements in the residential portion of downtown.

Power is served throughout the Town by Oncor throughout with some powerlines visible overhead.

There are existing sanitary sewer and water lines throughout downtown, and based on discussions with Town staff, there is sufficient capacity to continue serving the ongoing redevelopment of downtown. The existing lines do not necessary follow the same network however, it



Sanitary Sewer Lines



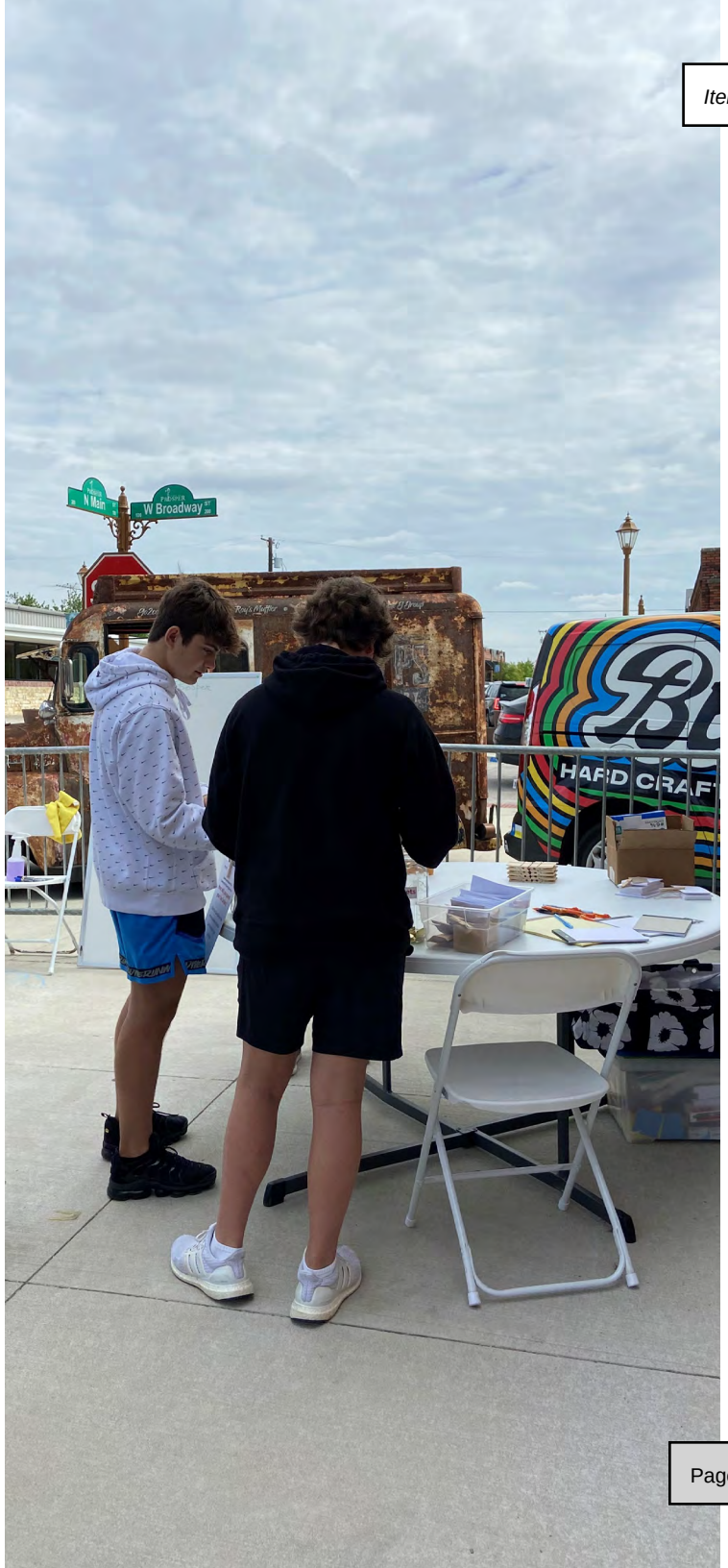
Water Main Lines



03

WHAT WE WANT: COMMUNITY ENGAGEMENT


THE G GIN


N Main
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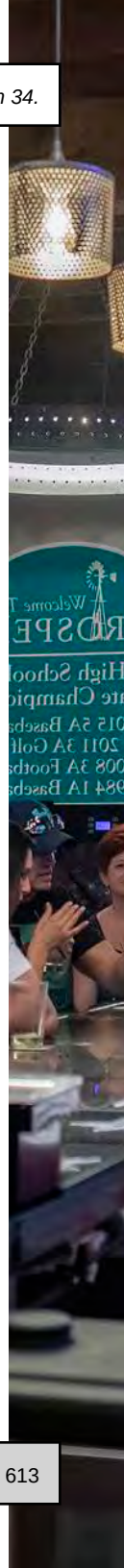




3-1 Overview

Prosper's downtown plans need to be the community's plans.

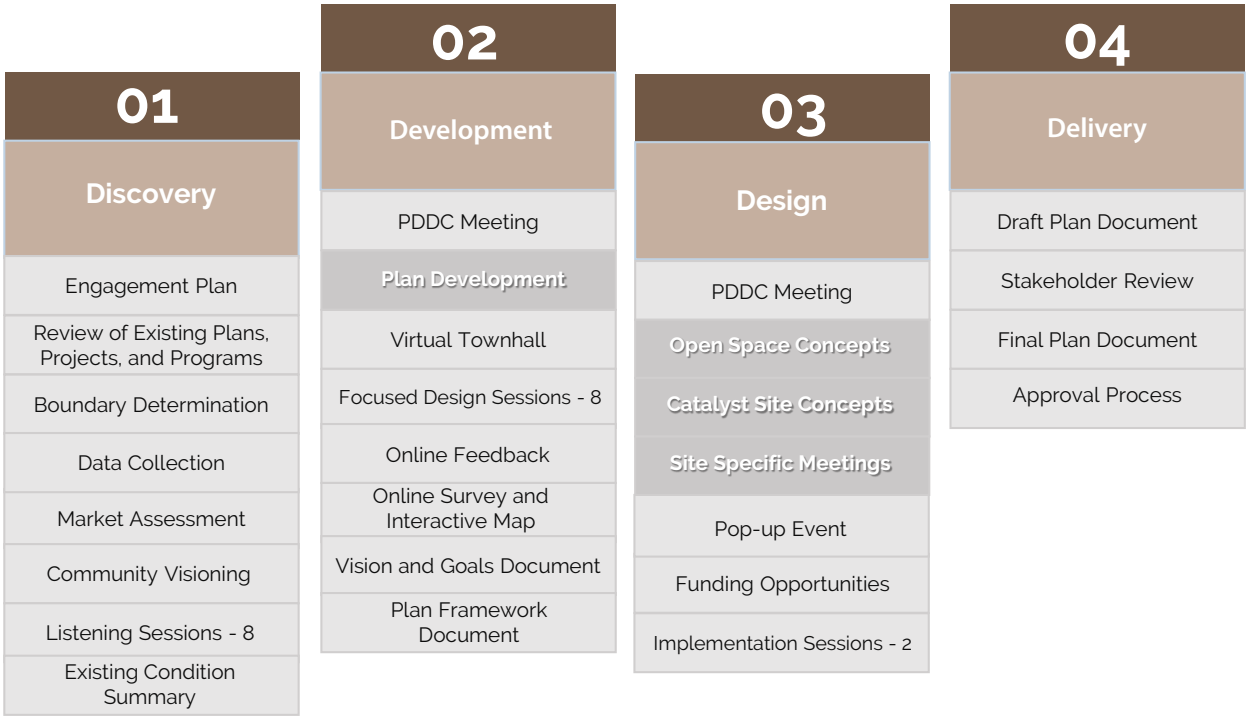
We provided a comprehensive and varied set of engagement tools. These provided two-way communication. They informed the planning process and helped stakeholders understand the process and its implications and provide input. This helped win early support by residents, property owners, business owners, area developers, and regional/public development partners. Community engagement happened during every phase of the downtown Prosper planning process.

Overview

This section provides details of engagement activities and tools our team used to engage community in the planning process and the summary of feedbacks and responses we received in each phase. The exact combination of activities and tools for this project were developed in collaboration with the PEDC staff.

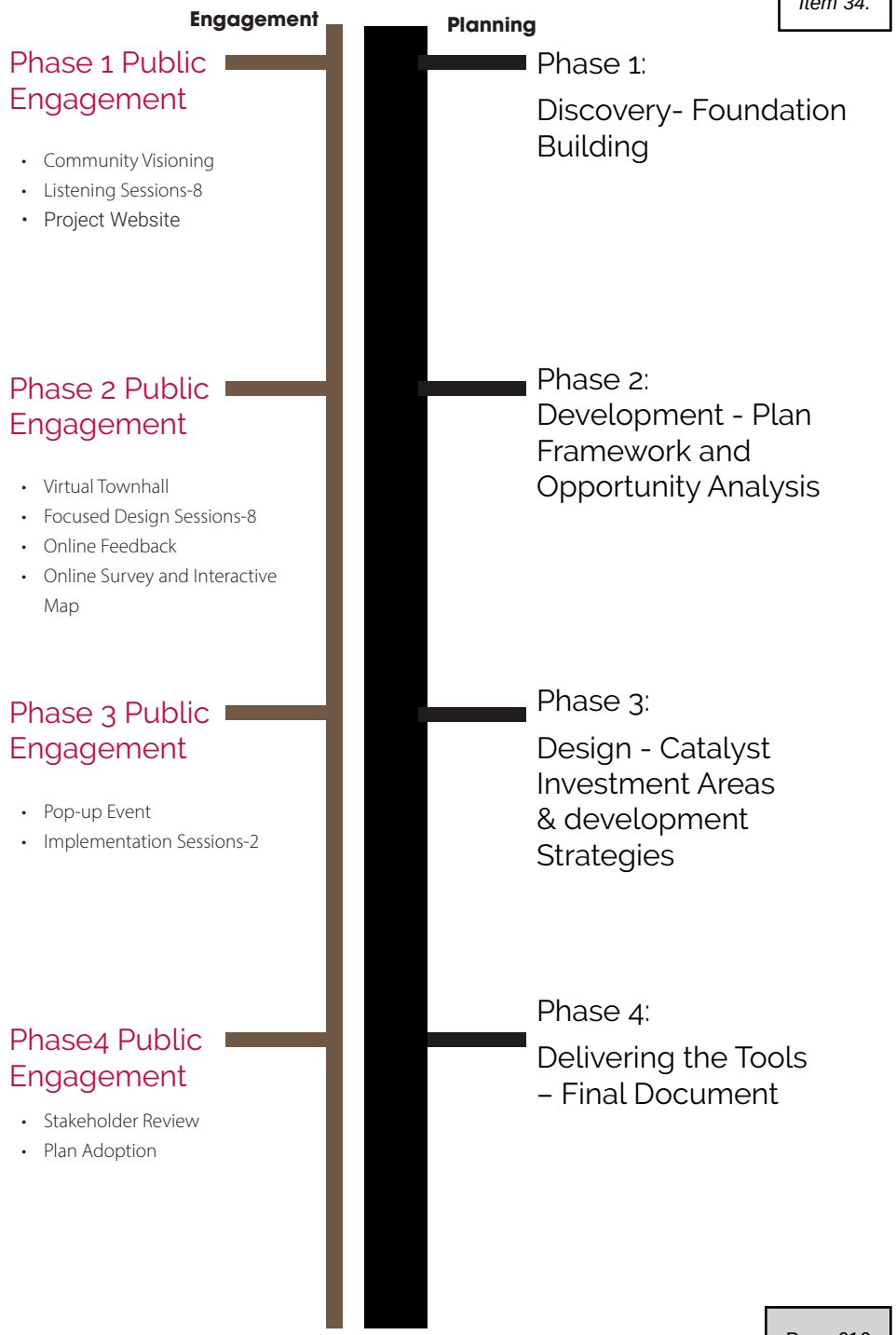
The engagement activities for this study were focused around the four major stages of the planning process:

- Phase1- Discovery: Understanding what exists, what has been done, and what is planned
- Phase 2- Development: Exploring Alternatives
- Phase 3- Design: Implementation Strategies
- Phase 4- Delivery



3-2 Phase 1 Engagement

The purpose of the discovery phase is to set a baseline of existing conditions upon which the plan may build. As part of a series of stakeholder listening sessions, online surveying and interactive mapping, and a large community workshop, more than 400 people kicked off the downtown Prosper Master Plan. This gave the project team an opportunity to hear from people in small group discussions, during community events (Crawfish Boil), on their own time at home via downtown Prosper Website, or in a fun and interactive big event. Participants told us what they loved about downtown Prosper and how it could be better and they shared their future visions. The feedback led to a refined understanding of the existing conditions in downtown, what participants wanted us to focus on in the plan, and more than anything, a vision for downtown Prosper. In the following we provide more details about each engagement activities including developing the project website, holding 8 listening sessions , and facilitating community visioning workshop.

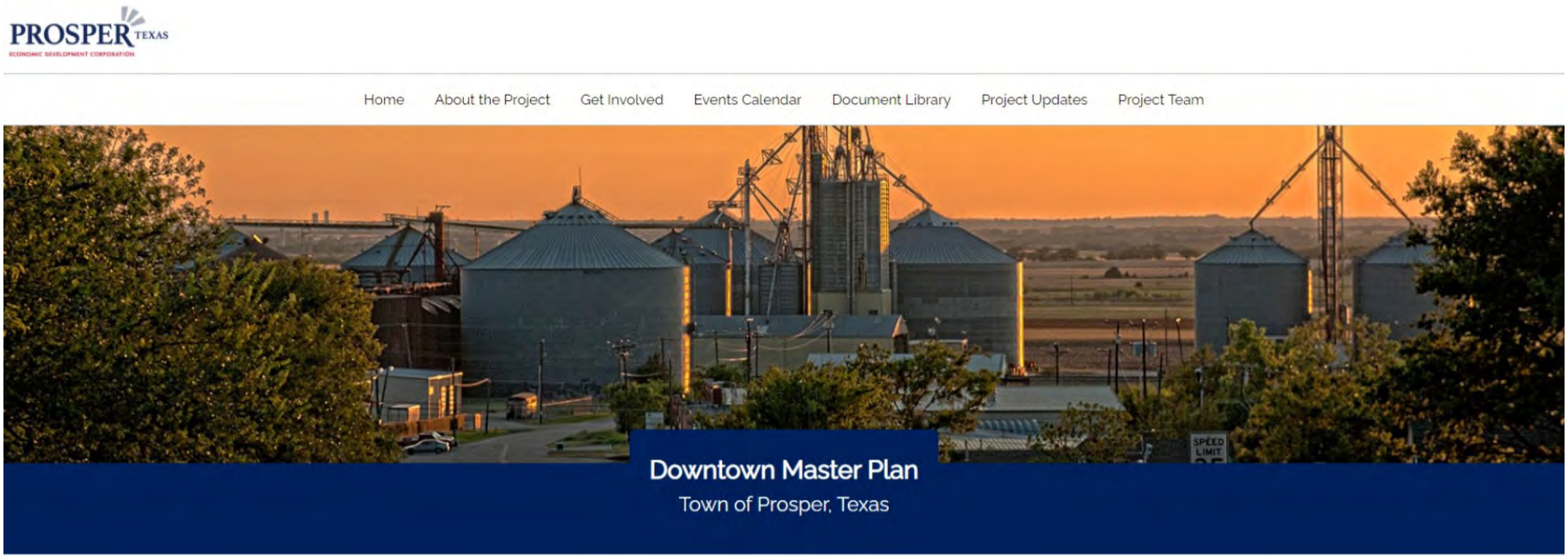


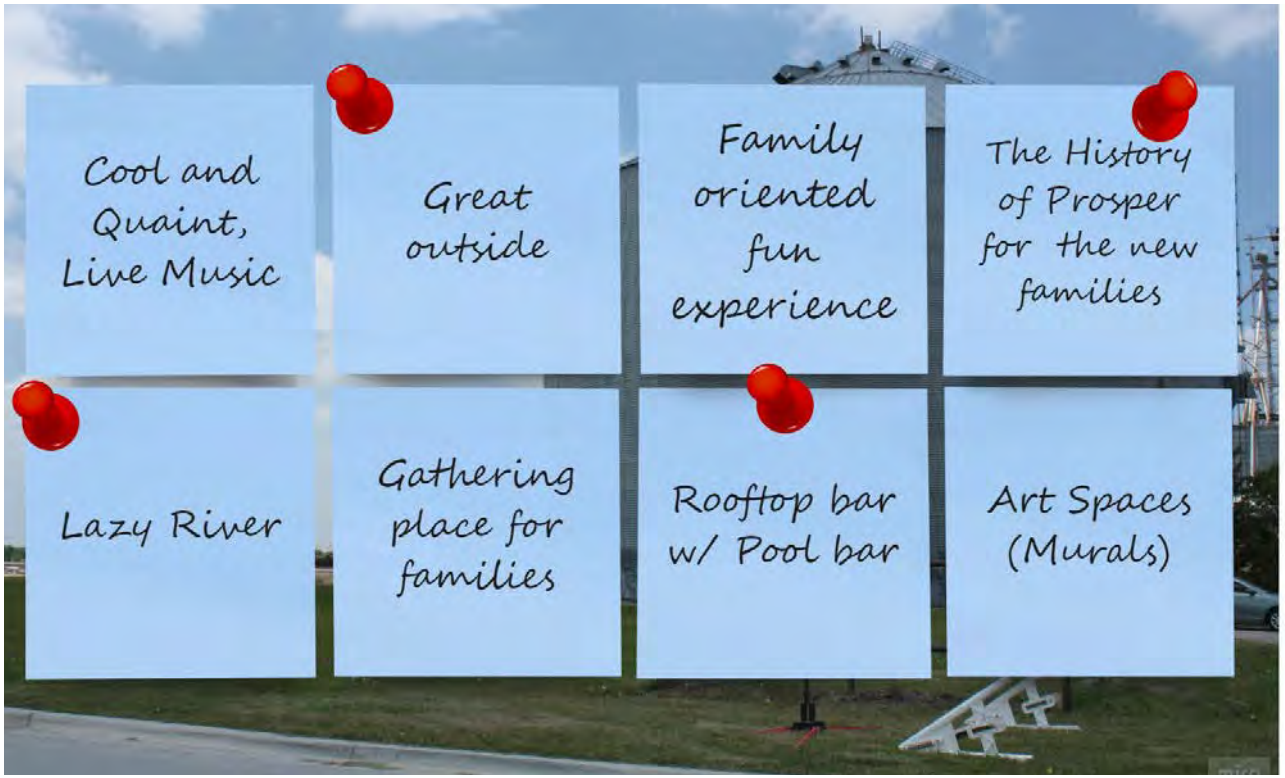


Project Website

Our team developed and maintained a project-specific website throughout the duration of the Project. The project website had been developed to match the project graphic standards and it included a location for the public to give on-line comments, answer surveys, sign-up for project notifications, read interim reports, review public documents, and stay up to date on upcoming public engagement/outreach events. Here is the link to the Prosper Downtown website: https://downtown-prosper.com/

Online engagement activities in phase 1 included :Survey, Idea wall and Interactive Mapping.





Community Visioning Workshop

The Stantec Team joined the Crawfish boil community event which was held on April 17th outside the Gin. A three hours of community activities and discussions allowed our team to explore ideas, themes, and preferred outcomes for the downtown area through Six Word Story, Budget Exercise, and Drawing a Boundary Exercises. We wanted to know their thoughts and ideas for downtown to ensure that this is truly the community's plan and creates a downtown where they want to live, work, and play. In the Six Word Story Exercise, the community were asked to write their downtown Prosper story in 6 words on the card and pin it to the string; in the Budget Exercise, the participants were asked to distribute the dollars in the envelop between the four jars to show us their priorities; and a large scale map had been provided to allow them to draw their desired boundary of the downtown. The following is the summary of what we heard.

We wanted to know their thoughts and ideas for downtown to ensure that this is truly the community's plan.

Listening Sessions

Once the planning effort for downtown was underway, a list of key stakeholders with the assist of The Prosper Economic Development Corporation was drafted. They were selected from community leaders, Town staff, business owners, developers, employees, residents and students. Our team met with up to eight (8) groups or individuals as part of this step. The purpose of this task is to meet with individuals and groups with the potential to impact future investment and reinvestment in downtown Prosper, as well as vet the Vision concept and stated goals. In each session, participants were asked to discuss about what they like or do not like about the area, their wish for the downtown and the Prosper newspaper headline which would describe downtown Prosper in 2030. These sessions provided valuable insight from those that have an interest in and a deep knowledge of the community. The table shows the detail of each session:

Listening Session 1

Town Staff

What We Heard:

- The Town is an open canvas
- Town Hall is a place and (for) events
- There is no hook or draw to people
- Town needs a bold vision not just an easy win
- Small business owners so the process for permits is restrictive for temporary signs and events
- Cost complaints from small business
- Need a better way to get event information required by permits to the public
- Walkability is key
- Small Town feel
- The community is proud and ready for growth

Listening Session 2

Seniors

What We Heard:

Wishes:

- Develop everything around the Town hall (food and entertainment) - make it the main draw
- Spots for food and entertainment (small business)
- Family oriented boutique business
- Maintain the character
- Pickle ball, games, activities, etc.
- Activity center for all age groups to start development

Important:

- Historic character
- Family feel
- Arts and Music
- Compliment existing nearby development

Listening Session 3

Residents

What We Heard:

Wishes:

- Organic farmers market - rules too strict
- Small business office space
- Be able to live and work in Town
- No major destination downtown and connections are just not there from outside of downtown
- A mixed-use development like South Lake Town Center
- Town Square or place to put small business and events
- Outdoor music, eating, events, and lighting
- Water feature, green space, shade - something to draw people after eating
- Convert existing buildings instead of demolishing to keep character

Listening Session 4

Students

What We Heard:

Wishes:

- A book store plus cafe - talk and read books
- In-n-out, Trader Joe's (healthy grocery store)
- Pedestrian friendly, bike lanes
- Place you can take a walk with your family
- Good blend of restaurants and stores
- Outdoor eating area, green open spaces with benches
- Signs to navigate downtown and make it look nice (wayfinding) at the entrances to downtown
- Downtown events (fairs, rides, smaller scale of state fair), rodeo
- Hard to find downtown - cannot walk there

My Wish for Downtown Prosper ...

The most popular wishes that we heard in different sessions are combined in the following:

- A place to Live, work, and Play
- A safe walkable unique downtown
- Connected, all inclusive
- Maintain the character
- Make the Town hall the cornerstone of Downtown
- Strong foundation for the future
- Attractive destinations
- Outdoor music, eating, events
- A good blend of local restaurants and stores
- Place you can take a walk with your family
- Pedestrian and bike friendly
- Activities for all age groups
- A good place for small businesses and startups
- A better version of downtown Celina and McKinney.



PROSPER NEWS

www.dailynews.com THE WORLD'S FAVOURITE NEWSPAPER - Since 1917

Downtown Prosper- A Place to Live, Work, and Play

Downtown Prosper now Complete - A place where every family is welcome!

Downtown Prosper voted Best Downtown in Collin County.

Prosper becomes a regional destination point.

Prospering in Prosper!

Visitors from Mars visit downtown Prosper because it was voted the best small-town downtown in Texas.

Town breaks ground near the Town hall





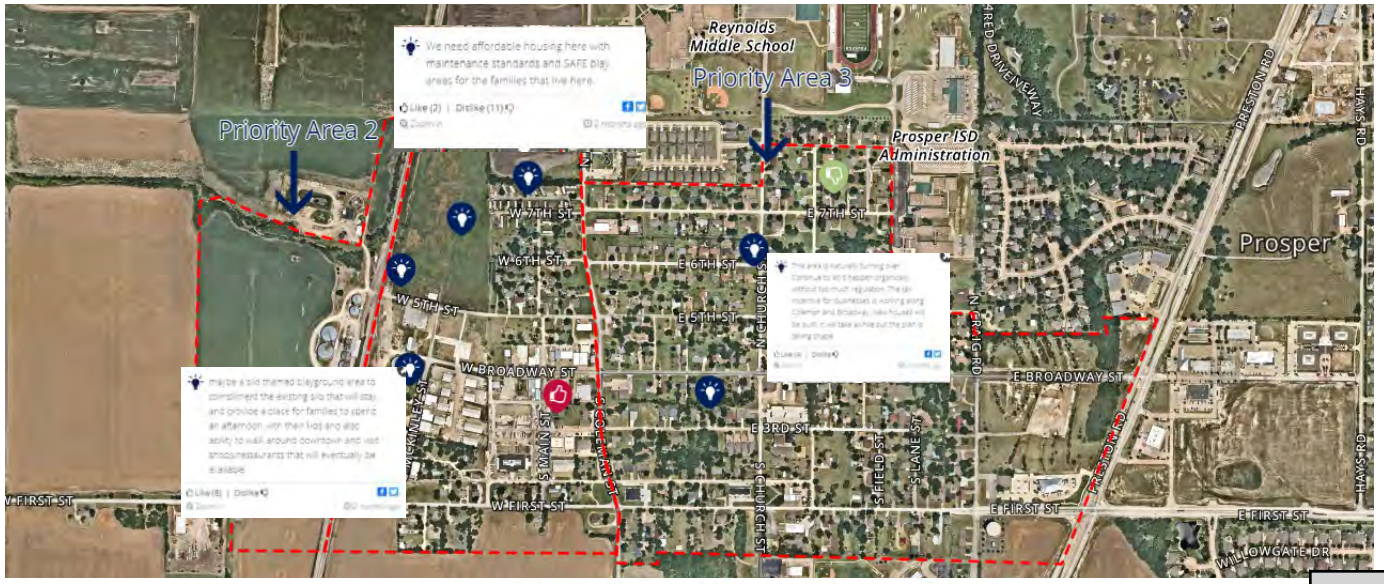
Phase 2 Engagement

Prosper's downtown plans needs to be the community's plans. We provided a comprehensive and varied set of engagement tools. These provided two-way communication and informed the planning process while helping stakeholders understand the process and its implications and provide input. This helped win early support by residents, property owners, business owners, area developers, and regional/ public development partners. This section provides details of engagement activities and tools our team used to engage community in the planning process and the summary of feedbacks and responses we received in each phase.

Online Feedback

Located at https://downtownprosper.mysocialpinpoint.com/Town-of-prosper-downtown-plan/ideas#/ online feedback is crafted into a blog board were residents can suggest and like popular ideas for the plans development. The format and use of the board allows for individuals who wouldn't normally be able to add input or subjections the access to do so. The online nature of the board also allows for opportunities for younger individuals to provide input into planning phase.

An interactive map is a powerful tool that enables the community to virtually walk through the downtown Prosper, show or draw their ideas for the area, mark the areas of opportunities and challenges and discover the others discussions and comments through an online platform. This map showed us the areas that participants wanted us to focus on in the plan.



Interactive Map

Idea Wall

The ideas wall allows Prosper residents to post their comments along with photos and respond to others using discussions. Figure .... shows the most popular comments that had been posted in the website.

In summary, people like to see the downtown Prosper as a walking location like downtown McKinney or Celina with more local restaurants, bars, coffee shops, moms and pops stores, boutiques, farmer markets and event venues with a unique historic style. A place with charming outdoor seating areas and green landscape that could draw local residents out of the house and offer them a good community gathering spot with live music and events and provide the opportunity to spend their dollars in their community. Keeping the small Town/ village type flavor with the silos setting was another bold ideas for downtown Prosper that was repeated.



Online Survey

In the early steps of the Project, a survey was posted in the website with 15 multiple-choice questions to discover the community's attitudes, opinions, experiences, and needs about downtown Prosper. Questions were organized in three main sections including: Relationship to downtown, Feedback and Vision, and Demographics. A total of 345online surveys were completed during the response period. Many questions included an optional open response – "Other" – and a space for other comments.

As anticipated, restaurants prove the largest draw in bringing people into the downtown, but they desired for more signature restaurants and bars to anchor the downtown area and attract other businesses. They believed restaurants and retail shops are pillars of downtown's success, but not just any establishments are welcome. They emphasized on diverse local shops that are associated with the small Town atmosphere and historical character of downtown Prosper. Praise was awarded to the preservation and adaptation of Silos and the Gin. Public space where people can meet without spending money and for cultural institutions like galleries and event venues also received heavy attention. In identifying opportunities, respondents pointed out that preserving the historic feel is essential to the ongoing atmosphere of what most commenter's preferred to call "Old Town". The arts and culture sector is also highlighted as an area of opportunity by participants

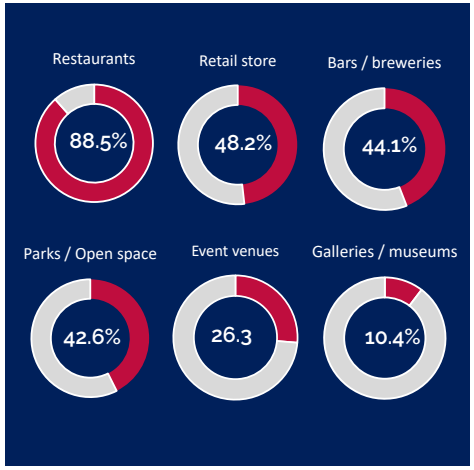
I love Downtown Prosper because:



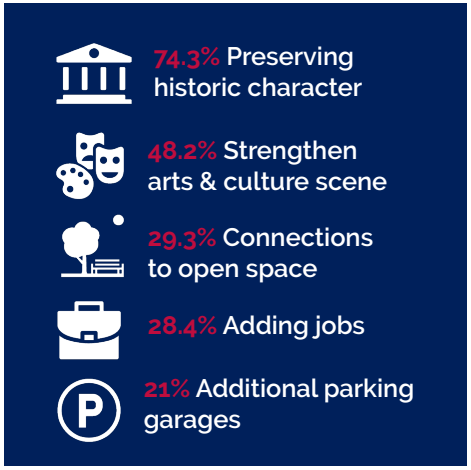
Top three reasons for visiting Downtown:



Amenities that I would add:



Top opportunities:



Top challenges facing Downtown:





Community Crawfish Boil:

- Winery
- Cool & quaint live music
- Dog friendly restaurants
- Art spaces (murals)
- Local business
- Multi-family complexes
- Dancing & sports
- Farmers market
- High rise apartments
- Open air markets
- Sidewalks and bike lanes
- Green space
- Live music
- Outdoor space


THE GIN
RESERVED
PARKING
VAN
ACCESSIBLE

WHERE WE ARE GOING: VISION, GOALS & PRINCIPLES

04


TOWN OF
PROSPER
Farmers
MARKET
hello
COFFEE & ESPRESSO
LOCAL FOOD
ARTISAN BREAD



Vision

"Downtown will be an authentic and appealing destination for people who want to work, shop, and gather with friends and neighbors in a unique place that reflects Prosper's proud rural heritage and its support for local people and businesses."

Future policy and strategic investment decisions should be made in consideration of this statement of intent - developed during the 2017 Old Town Plan process.


MARKET

Guiding Principles

1. Investment and reinvestment will have sustained value and reflect the authenticity and distinctive character of a downtown environment.

2. Regulations or standards intended to advance the long-term vision for downtown that increase development costs and widen the economic feasibility gap, will be offset by corresponding economic incentives.

3. Uses will be marketed and maintained as a single district with a consistent brand reflected in a cohesive system of public and open spaces and gathering places, signage, and community amenities.

4. Particular efforts will be made to keep street level spaces occupied by a healthy mix of commercial and service businesses.

5. Public expenditures will prioritize investment in shared facilities and infrastructure to effectively leverage limited resources and increase the potential of private properties to generate municipal revenues.

6. Capital improvements in downtown will facilitate easy vehicular and non-vehicular access while also preserving the area's autonomy as a stand-alone mixed-use district that compliments, rather than competes with other commercial concentrations in the community.

7. The downtown physical form will balance the role of vehicles, pedestrians, and other modes of transportation.

8. Preference will be given to projects that further a greater diversity of uses and attract a broader market.

9. Vacant and underdeveloped properties will be expeditiously put into productive use in a manner consistent with the vision expressed herein.

10. Criteria will inform the location of community facilities, particularly those deemed essential for the success of this Master Plan.

Downtown Prosper Looking Forward

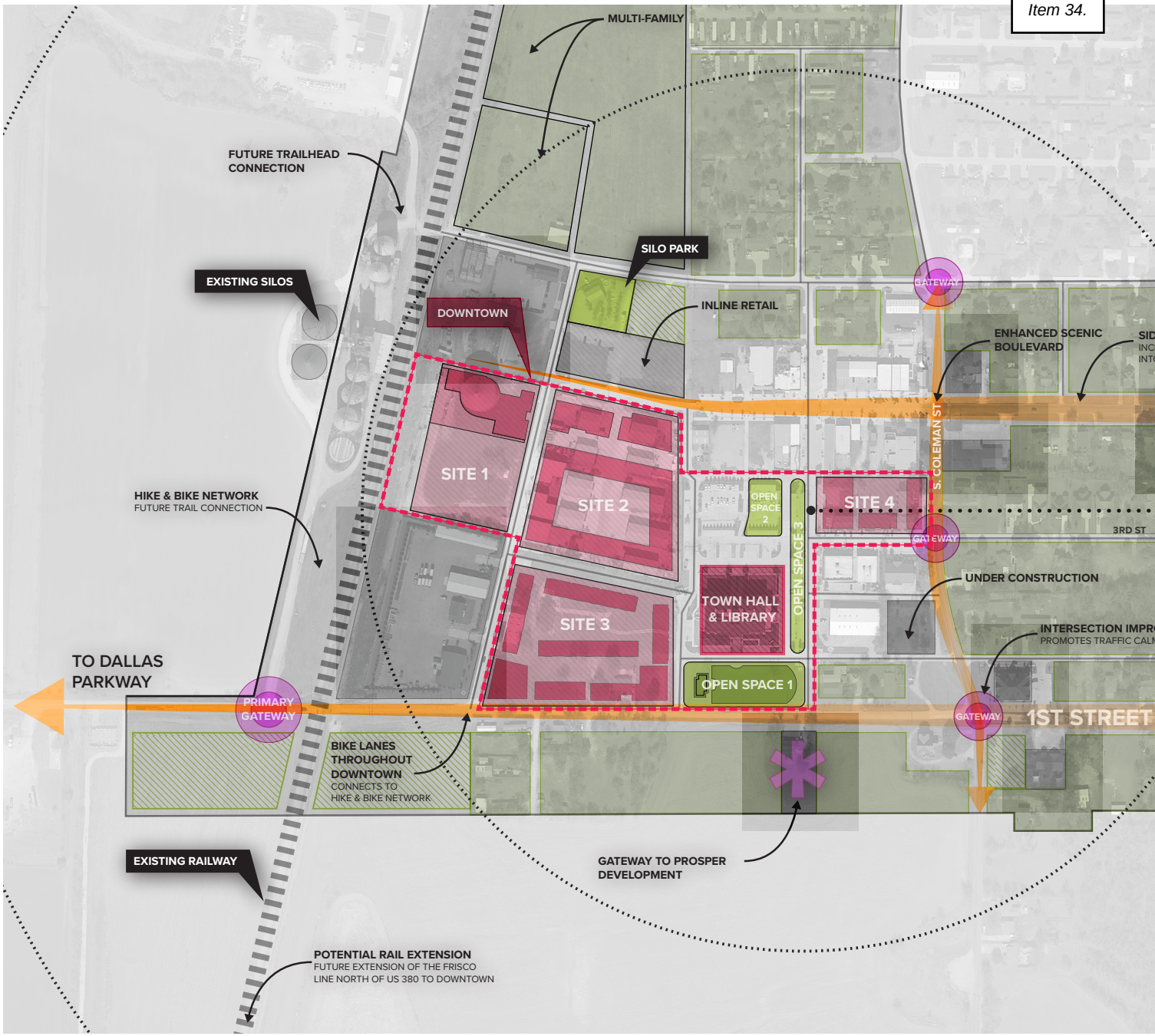
As investment takes hold and both public and private projects begin they will reshape downtown while building upon its unique history and the character that has defined it for decades.

With this new development, restaurants and retail will line the Towns streets creating activity and appeal, while offices will support further economic growth. More people will call downtown home with the introduction of new housing units, and this will in turn help support new business development. Downtown will become a destination for visitors and residents alike.

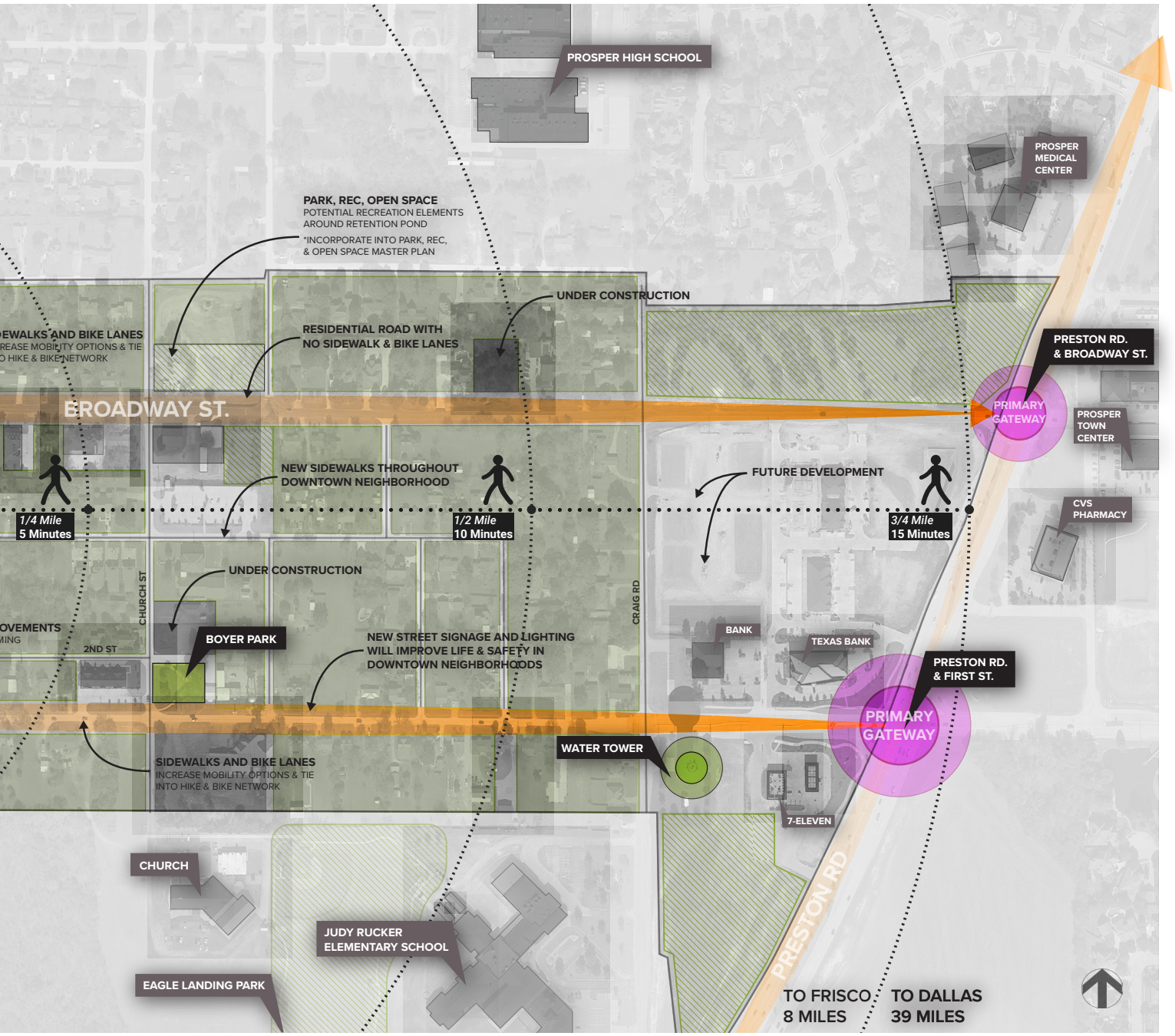
Public improvements will create special places for gathering, socializing, and providing the Town greater opportunity for programming events and activities for the community to celebrate throughout the year.

Streetscape improvements will help unify the old and the new - building upon the theme that has already begun with furnishings, lighting and landscape.

Overall, access, mobility, and connectivity accompanied by new signage and wayfinding will make downtown easier to visit and more functional for those already here.



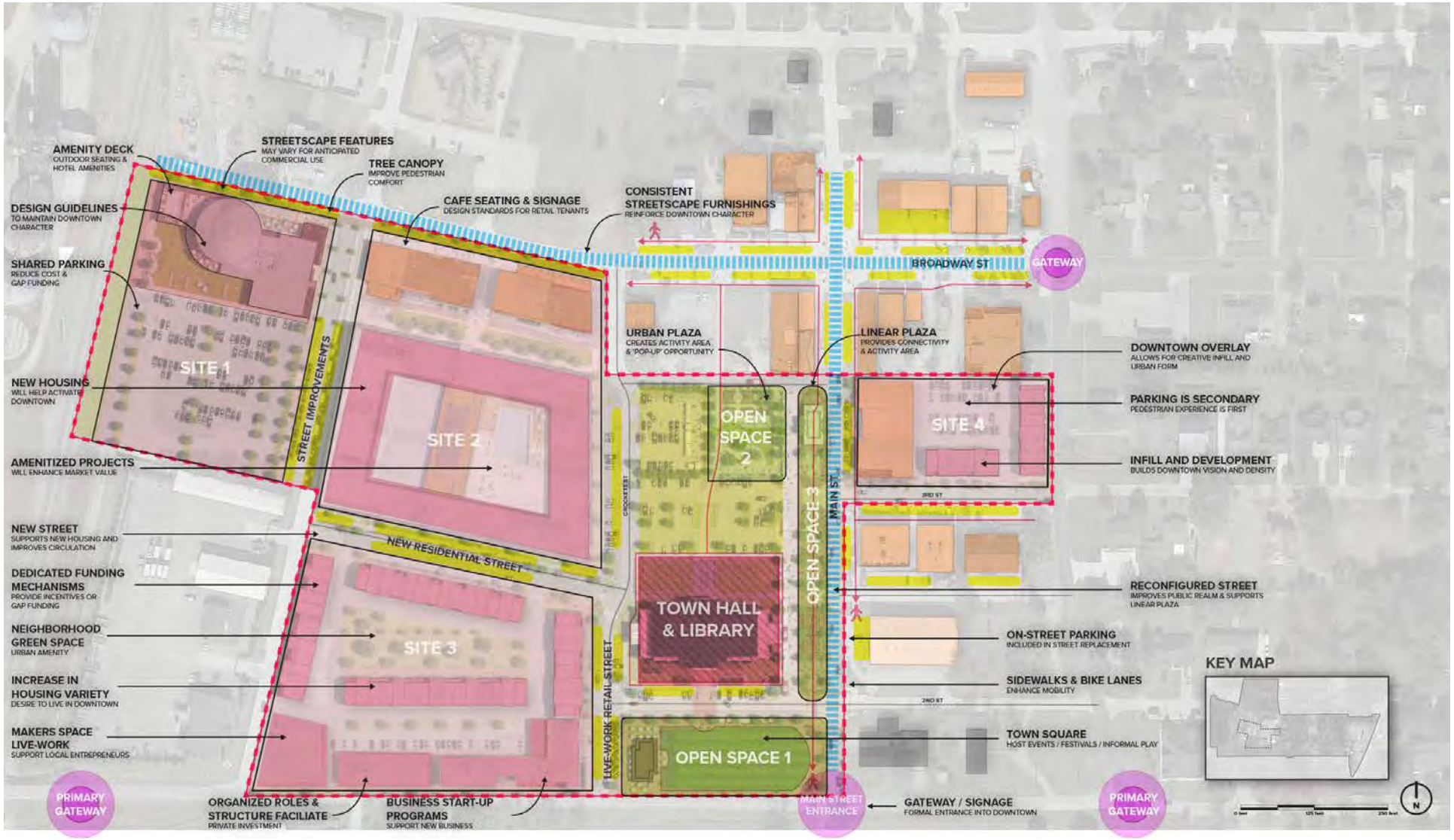
Where We Are Going: Imagine Downtown



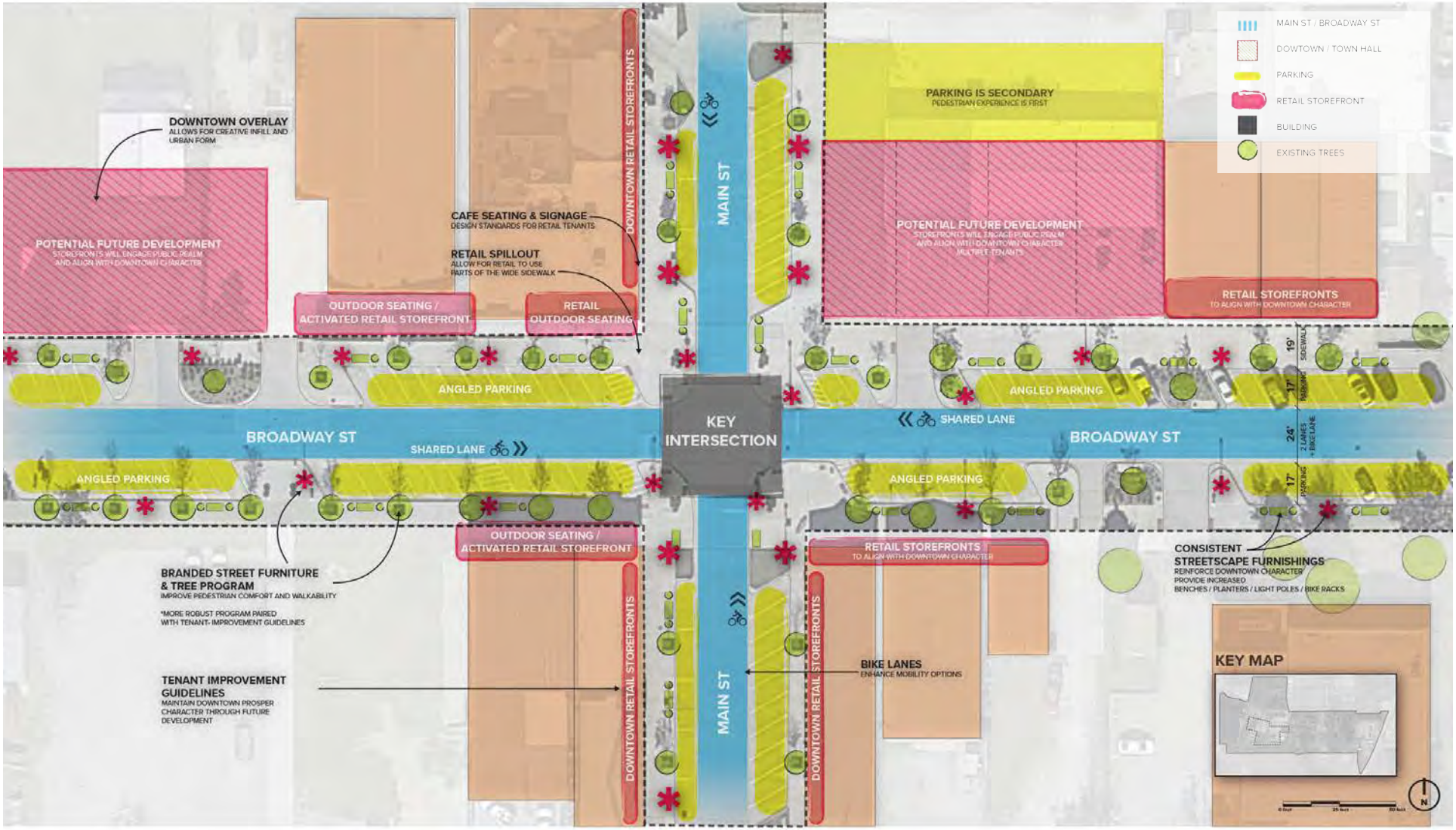
Downtown has big visions for the future, and it will take a community effort to do realize this. The Town will have a central role on some level in nearly all aspects of implementing the Master Plan. It will need to be supported by organizations such as the PEDC, the Downtown Business Alliance, and the Chamber of Commerce to assist in implementing initiatives, assisting in securing funding, helping to build and maintain momentum, and work to attract investment.

Business and property owners will have a key role as well - understanding the realistic opportunity for their properties if they want to see redevelopment, and invest in them to support the vision. Business owners will need to continue developing their Downtown Business Alliance, and over time will take an increasing role in promoting and attracting visitors and residents to downtown.

Lastly, residents - downtowns can become a "living room" for a community and the vision for downtown Prosper has been crafted by this community. Residents must support the businesses, attend the events and programs, and continue to believe in downtown.



Where We Are Going: Imagine Downtown



Where We Are Going: Imagine Downtown


TOWN OF PROSPER




TOWN OF
PROSPER




Farmers
MARKET
hello

Character, Placemaking & Open Space

Public investment in quality public open spaces and placemaking downtown drives private investment, attracts business development, and improves the quality of life for the Town's residents. "Big picture" thinking should be layered into any capital projects to maximize these benefits:

1. Large public capital projects, such as a streetscape replacement project should also include upgrading capacity of existing utilities if what is in place will not support the entire build-out of downtown. This will minimize future disruption, reduces overall cost, and removes private development hurdles;
2. Functional design such as incorporating on-street parking make easier for visitors to be there;
3. Quality hardscape, landscape – including shade trees, pedestrian lighting, signage and wayfinding, and furnishings make an area more comfortable, attractive, and appealing for people to visit;
4. Designing spaces for multiple uses – an urban park or plaza shouldn't be thought of as only a gathering space, but should incorporate elements for active programming, such as dimensions that will allow for event tents, art or farmers markets, access to power, loading and unloading for event setup, public restrooms, trash and recycling, sound systems and lighting;
5. Support future development impacts by incorporating blue green spaces to accommodate excess stormwater and plan for temporary overflow parking areas for special events;

The Town has been investing in public realm improvements and placemaking in recent years and has the opportunity to expand that investment into the broader vision that will, in addition to the public benefits, act as a catalyst for additional private development and activity within downtown.

Three key public projects have been identified and conceptually developed that will help downtown do this:



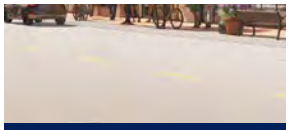
TOWN GREEN

Creates a large activity center for programmed and passive use.



DOWNTOWN PLAZA

Creates an urban open space for public gathering, and programming for smaller events, activities, and allows for a higher level of detailed placemaking to attract visitors.



DOWNTOWN CONNECTOR

Creates a functional, attractive public connection between the Town Green and Downtown Plaza that has been designed to both attract visitors by its placemaking elements and provide additional space for programming events and activities.

The following pages expand on these and illustrate the detailed vision for each.

CHARACTER, PLACEMAKING & OPEN SPACE
Town Green

Development of the Town Green will create both a "backyard" for the Town Hall, while also creating a terrific new gathering space for both active and programmed uses as well as create a terrific large open play and recreation spaces for residents.

Large events, festivals and community celebrations that characterize Prosper will occur here, as will concerts from the performance area on the western end. It will be a "backyard" for the community as well - become a favorite for a pick up Saturday morning soccer game or flying kites on a Sunday afternoon.

The park numerous areas for residents and visitors to gather, shade to help keep it comfortable, and all of it will be branded to reflect downtown Prosper.








PROSPER
Stantec

CHARACTER, PLACEMAKING & OPEN SPACE

Downtown Plaza



The Downtown Plaza will become a special place for visitors to gather, relax, and catch up on life. Detailed design features and elements from specialty paving patterns to public art will create interest and further reinforce the character of downtown. Shaded seating areas, furnishings, a small open lawn, and flower gardens will add the charm and comfort that will help activate it.

It also serves as an addition space local for small events and programming. The Downtown Plaza will become the places everyone wants to pass by just in case there's an impromptu art show, area musician playing or a street performer in the act.




TOWN OF
PROSPER

CHARACTER, PLACEMAKING & OPEN SPACE

Downtown Connector

Friday night food trucks, a weekend farmer's market, or a Saturday art show are examples of low-cost events that could be routinely programmed in the Downtown Connector to help create routine visitation downtown. This linear public plaza would feature large, paved areas for things such as event tents, vendors, and allow for the supporting equipment smaller events require. Numerous smaller and more intimate gathering spaces have been incorporated for informal use, and to provide a place to sit and socialize.

A pavilion adds protection from rain and sun, while a flower garden creates more interest and softens the plaza. Ample space is here to support things the Town may later desire - an information kiosk, public restrooms, or a docking for a bike rentals. Equally important as the design, the Downtown Connector links the Town Green with the Downtown Plaza while also creating great visual interest along the street.






TOWN OF
PROSPER




The GARDEN


ROCKEMFELLER




Pettis' Plaza


Urban Farm
Urban Farm

Catalyst Redevelopment Sites

The robust growth in Prosper and existing developer interest will help the Town realizing downtown redevelopment sooner rather than later. Four sites within downtown have been identified as ideal catalyst projects to build momentum. One of these, Catalyst Site #1 is currently in the development planning process.

These sites have been conceptually developed in the following pages and developed within the broader framework of this Master Plan. These sites build off the previously identified public open space and placemaking projects, and will require changes within the existing zoning code and development parameters.

Detailed recommendations contained within the next chapter provide all of the action steps necessary to support these sites however, they are primarily related to frontages, design standards, and may likely require some form of gap funding or incentive to initiate.

In addition to the design and overall aesthetics of these sites, changes to the current parking requirements and establishing a shared parking strategy (further outlined in the following pages and in the recommendations) will help in minimizing cost to developers, construction of excess parking, and reduce the amount of gap funding or incentive required.

Each of these sites have been developed to be stand alone developments however, they collectively have a range and mix of uses that will support the overall redevelopment of downtown.

Combined, the four catalyst sites will create a compact critical mass of residents and expand the existing business community to have meaningful impact on the activation of downtown.

The table below summarizes the overall development impact these sites will have, and the following pages elaborate further.

DEVELOPMENT USE:	SQ. FT.	UNITS
RETAIL / RESTAURANT	95,200	N/A
OFFICE / EMPLOYMENT	25,000	N/A
RESIDENTIAL	105,60	277
HOTEL / LODGING	24,000	30

CATALYST SITES
Site 1

The redevelopment of Catalyst Site #1, including it's silo renovation into a hotel with design and development plans underway will stimulate additional development interest and add activity to the terminus of Broadway Street. Incorporating retail and restaurants will expand the offerings of downtown, help active nightlife, and be an amenity for hotel guests.

The outdoor dining and bar area will help add street activity and attract others visiting downtown. Overflow into the planned open lawn and gathering area will create a unique appeal to this development site and allow for programming by the businesses located in it.





Site Features:

Site Area:	139,697 sq. ft.
	3.21 acres
Uses:	
Retail / Restaurant / Ent.	30,200 sq. ft.
Hotel / Lodging	30 keys / rooms
	24,000 sq. ft.
Gross Floor Area:	54,200 sq. ft.
Floor Area Ratio:	39%
Surface Parking:	211 spaces
	73,920 sp. ft.
	1.70 acres


unflower Grill
SILO PARK
HOTEL

CATALYST SITES
Site 1- alt.

During the master plan process, the owner of Catalyst Site 1 has begun plans for future redevelopment. Many of the features included in these plans reflect the vision developed during this planning process. Key features will included a central lawn, adjacent multi-story "container" buildings with view below, preservation of the silo as an identifying feature, and will include a hotel along with restaurants and retail.






Pettis' Plaza
Danies

CATALYST SITES
Site 2



The second catalyst site is the largest of the four private projects identified in the Master Plan and has the greatest amount of development opportunity. This site is preliminarily programmed to include 200 residential units which will help in adding daily foot traffic and spending within downtown. This project, due to it's size, will also help increase the awareness of market opportunity in downtown as a true mixed-use community.

A modest amount of ground-floor retail has been included in the proforma to continue increasing opportunity downtown. This project will line a parking garage that will serve its residents and could be developed in conjunction with the Town to also provide public parking. Overall parking spaces within the garage could be reduced by utilizing a shared use parking approach.

Site Features:

Site Area:	215,021sq. ft. 4.94 acres
Uses:	
Retail / Restaurant / Ent.	24,000 sq. ft.
Residential	200 units 117,600 sq. ft.
Gross Floor Area:	201,600 sq. ft.
Floor Area Ratio:	94%
Structured Parking:	490 spaces 3.93 acres


The GARDEN
PROSPER
EVERYONE MATTERS
Stantec




The GARDEN
Stantec

CATALYST SITES
Site 3

New retail, office and maker space will expand downtown with development of Catalyst Site #3. Unique to this development program is the maker space and the live-work Townhomes proposed that would help in fostering new business startup beyond restaurant and traditional retail. This will also provide an additional type of housing product within downtown and expand it's overall appeal as a place to live too!

At the south end of downtown it will not have the same foot traffic other parts of downtown receive and should be designed with a frontage along First Street that attracts passer-by's to stop with features like storefronts and outdoor cafe seating. Commercial tenants in this development will likely benefit from events and programs at the Town Green and the frontage along Crockett Street should be designed to welcome them.

Site Features:

Site Area:	201,813 sq. ft. 4.6 acres
Uses:	
Retail / Office / Flex	50,000 sq. ft.
Residential	49 units
(Live-work / Townhome)	108,600 sq. ft.
Gross Floor Area:	158,600 sq. ft.
Floor Area Ratio:	79%
Surface Parking:	270 spaces* 98,814 sq. ft. 2.26 acres

*Townhomes are self-parked.








ROCKRUNNER

CATALYST SITES
Site 4



The last of the private development catalyst sites will provide commercial street frontage along Main Street and incorporate an additional 32 residential units.

Commercial uses in this development are anticipated to include both retail and office. The incorporation of both Townhomes and lofts, somewhat similar to the previous site, will continue expanding the residential product mix within downtown. The preliminary program assumes some portion of these will be rental units and suitable for Airbnb or similar short term rental program. Nightly or other short term rentals (such as hotel rooms) can be beneficial for a downtown as visitors typically spend throughout the day from morning coffee to evening dinner and drinks.

Site Features:

Site Area:	88,566 sq. ft.
	2.03 acres
Uses:	
Retail / Restaurant / Ent.	16,000 sq. ft.
Townhomes (rental):	20 units
	32,000 sq. ft.
Lofts / Airbnb (rental):	8 units
	12,800 sq. ft.
Gross Floor Area:	60,800 sq. ft.
Floor Area Ratio:	69%
Surface Parking:	140 spaces
	49,060 sq. ft.
	1.13 acres


Urban Farm


Urban Farm
small
TOWN
big



Land Use & Housing

Downtown Mixed-Use District

Zoning districts within the downtown area are primarily Single-Family, Commercial / Retail, and Office / Service. Multi-Family development is currently underway with more anticipated in the future. These districts are each subject to urban design standards that are applied on a parcel by parcel basis. This approach, while beneficial in many areas, is overly prescriptive and restrictive in mixed-use redevelopment projects.

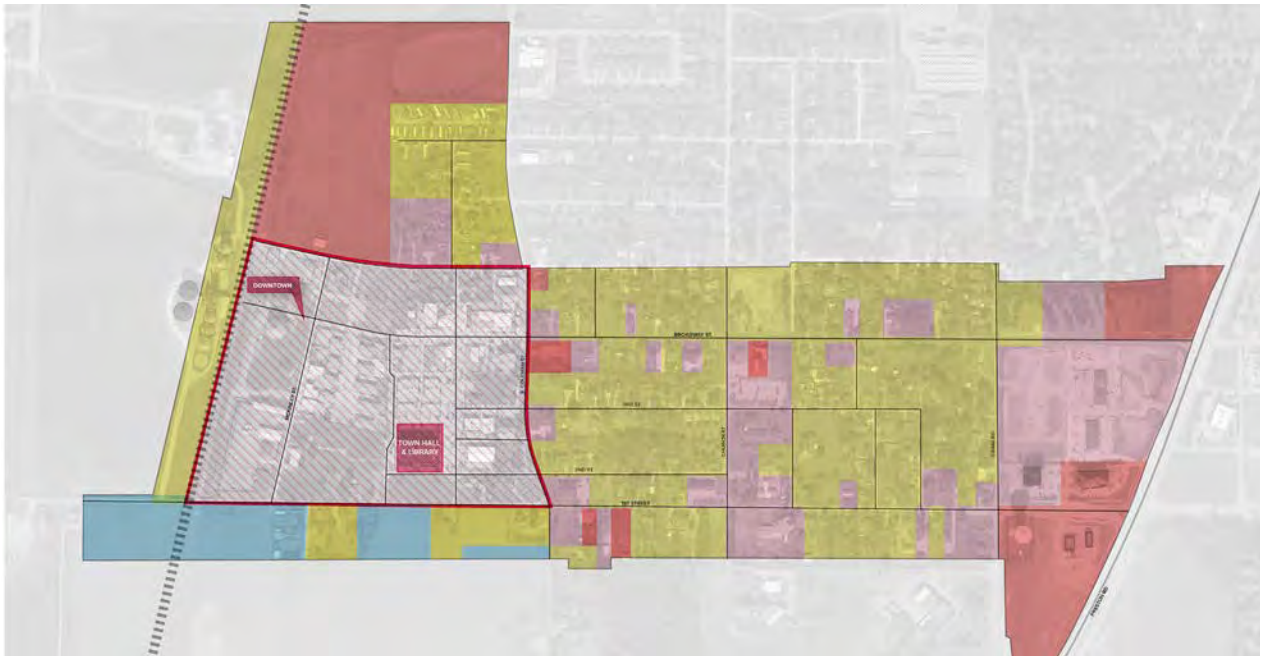
For downtown to have the flexibility to support mixed-use development and be receptive to market changes, a broader approach would be more suitable. This could be done through the creation of a new zoning district, such as Downtown Mixed-Use District. While a stand alone district will be the most user-friendly, an interim option is the creation of an overlay district. The catalyst sites have been developed with this approach in mind.

This approach would focus more on building frontages, overall mass and height allowing greater flexibility for developers to build their projects while also meeting and reacting to market demand.

Supplemental to this district would be creating detailed design guidelines that specifically focus on building appearance and street frontages. While Texas State Statue prohibits broad application of detailed design standards, incorporation of these as a requirement to receive any type of Town or EDC incentives is allowable.

The Neighborhood Empowerment Zone (NEZ) already in place will support this and implementation of future incentive funding sources as outlined in the recommendations should mirror this.

The Downtown Mixed-Use District should generally include the area identified in the map below.



Where We Are Going: Downtown Mixed-Use Zoning District

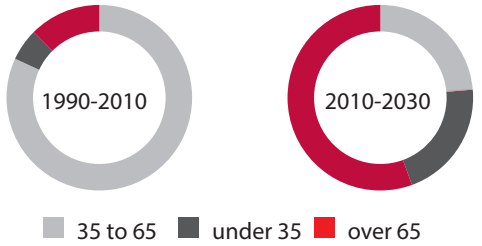
Mixed-Use & Multi-Family Housing

Prosper is benefiting from the tremendous growth it has experienced over the last several years with housing as the key driver. This growth is anticipated to continue as th e Town is an increasingly desirable home market for those commuting to Dallas and other nearby cities. As communities compete for growth, increasingly the access to a local urban downtown is a key decision maker for many residents. Additionally, knowledge economy residents (also typically higher income earners) tend to gravitate towards areas that an urban component, which in turn helps to attract more jobs.

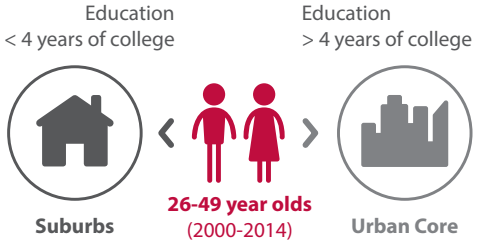
Although Prosper has been primarily occupied by single-family housing, an increasing demand for mult-housing within proximity of downtown will become more commonplace, and should be encouraged.

Many different kinds of people seek out urban living with easy access to amenities and services. These groups can include retirees, young professionals, and childless adult couples. For those living within close distance of downtown their spending is an equally powerful tool in growing the downtown economy. On average, every 1,000 new housing within comfortable walking distance will activate one block of traditional "Main Street." The catalyst sites in this plan that include housing will already account for more than 1/4 of that number. The new multifamily housing developing to the north and within walking distance of downtown will add to that. Embracing additional mixed-use housing in downtown will drive resident investment while also supporting commercial development.

The Downtown Mixed-Use District as mentioned on the previous page will focus development standards on the overall form and appearance of new buildings and should encourage (or incentivize) integration of varying housing sizes and price points. Conventional requirements such as minimum residential unit size and Floor Area Ratio should be excluded from this zoning classification and not a part of any development approval process. A developer will not build what the market won't support.



Through the 2030s, the clear majority of newly formed households in North America will comprise individuals or couples, groups that strongly prefer urban-style multifamily housing.



Knowledge workers want to live in lively urban places. Where they cluster, jobs and investment follow.



62%
of US household stock
is **single family**

22%
of US households are
married couples

To satisfy growing demand for housing in urban settings, the US alone will need to create tens of millions of walkable, multifamily units by the early 2030s.

Parking

The catalyst sites developed with the master plan committee will introduce more than 120,000 sq. ft. of restaurant, office, and retail uses and more than 240 residential units downtown and require the parking to support them.

In general, parking requirements are based on the use and a method of calculating parking spaces per square footage, tabletops, bedrooms, etc. Conventionally, where multiple commercial uses are adjacent these parking requirements stack, and subsequently assume that each business and residence will need all of it's parking at every hour of the day.

This approach becomes less effective in managing parking needs as more businesses or mixed-use residences are developed with a shared parking field or structure as simply no one business or residence will actually need all of it's parking at every hour of the day.

In downtowns this becomes even less effective and challenging as there are typically many areas to choose from to park with many different uses that span the clock. Downtowns also benefit from visitors going to multiple businesses within one trip, further minimizing potential demand. More so, land in downtowns have high value and creating excess parking consumes this valuable land, reduces opportunity for development of buildings or public spaces. Additionally, if structured parking is built it comes at a very high cost.

Catalytic Sites Parking Demand Modeling

Land Use Type	Units	Catalyst Concepts				Total
		Catalyst #1	Catalyst #2	Catalyst #3	Catalyst #4	
Office	Sq. Ft.			25,000	4,000	29,000
Retail	Sq. Ft.	15,100	12,000	12,500	8,000	47,600
Restaurant	Sq. Ft.	15,100	12,000	12,500	8,000	47,600
Apartments / Townhomes	Units		200	12	30	242
Hotel	Units	30				30
Proposed Parking Supply	**Spaces**	**211**	**490**	**270**	**130**	**1,101**

Street Name	Units	Total
Unshared Peak Demand	Vehicles	**1,008**
Shared Peak Demand (No Context)	Vehicles	**844**
Shared Peak Demand (with Context)	Vehicles	**766**

Catalytic sites program is an oversupply of up to 330 spaces (unless shared with the existing downtown at higher activity levels.

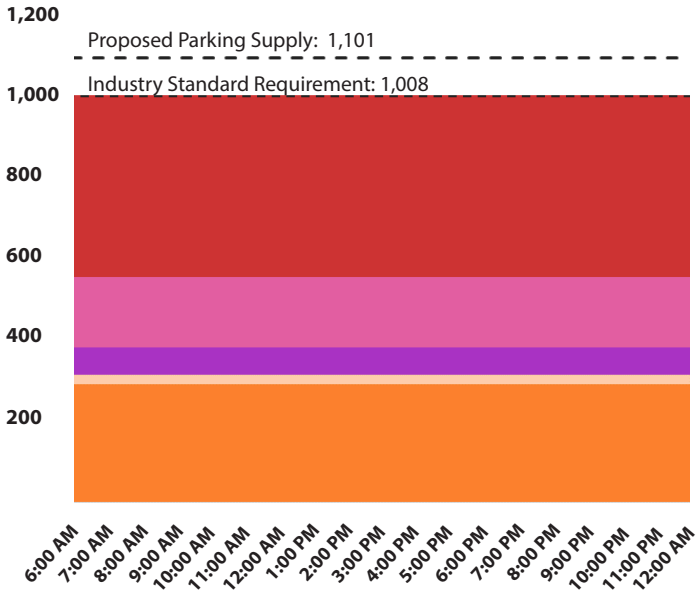
Based on concern by the committee there may be inadequate parking required in the development of the catalyst sites overall parking was slightly elevated during the proforma development to program a highest case scenario. In doing so, the catalyst sites would collectively require 1,101 parking spaces. This requirement is somewhat higher than generally industry standards which would total 1,008 spaces.

To accommodate for the mix of uses, hours of operation, adjusting for people who walk from business to business, and including those that may bike or walk downtown can be applied to develop a more practical parking requirement. Factoring these considerations in, the same catalysts sites with a shared parking scenario without the context of people visiting multiple businesses, would require 844 parking spaces. Further applying this and factoring in those who will visit multiple businesses, this parking requirements reduce to 766 parking spaces.

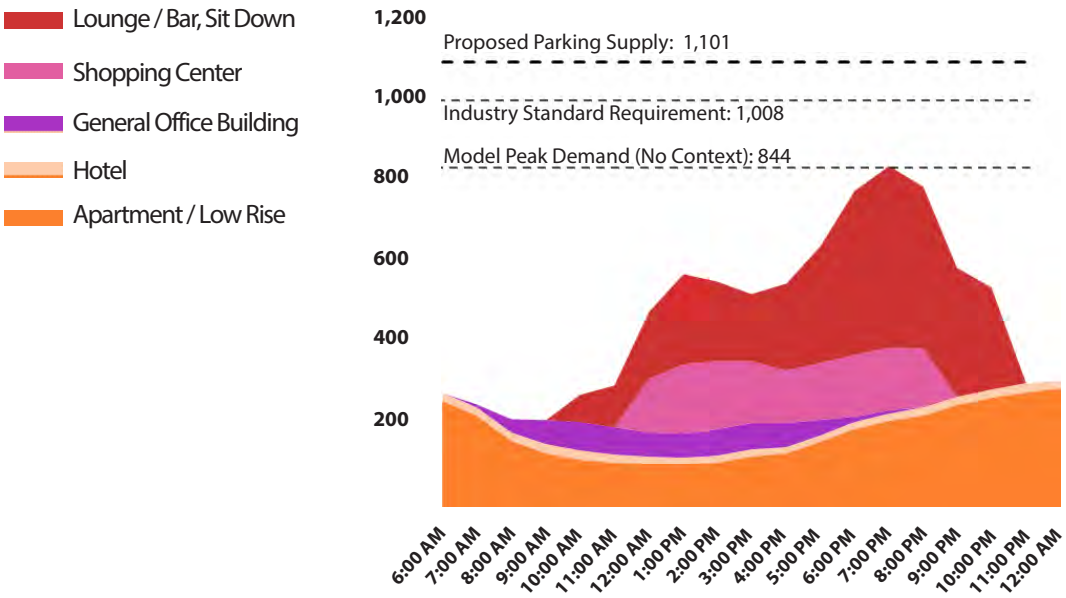
The difference between the parking spaces required based on current standards and a shared parking scenario with context is 335 spaces. This total becomes even more significant as communities or developers require parking structures. Generally, a structured parking space is roughly $15,000 more per space than a surface parking lot. Assuming just half of those 335 saved parking spaces were accommodated in a newly built parking garage (168 spaces), the increase in cost to the city or developer would be $2,520,000. Shared parking programs better accommodate actual demand, reduce land consumptions, and reduce costs.

Detailed parking recommendations are included within the appendix.

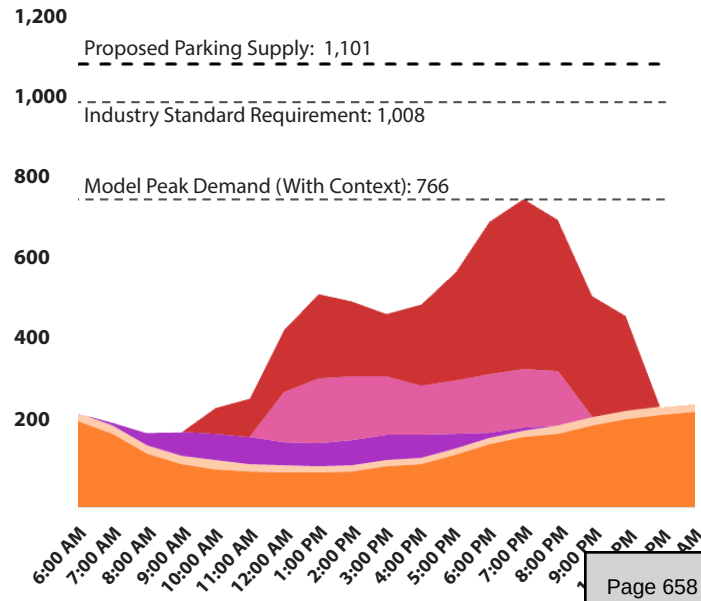
Standard Parking Analysis



Parking Demand & Time of Day



Parking Demand with Context




INNER
ANOUK
AG

HOW WE GET THERE: RECOMMENDATIONS

05



Implementation Strategies





The implementation plan for downtown follows the six primary plan pillars; political, organizational, regulatory, physical, financial and market. Collectively, these actions will support the overall plan implementation, catalyst sites, and reflect the guiding principles of the plan. Each pillar has numerous actions, some of which will have repetition with those in other pillars. Each action has also been identified as low, medium, or high priority, and suggested responsible sponsors for leading or supporting the plan implementation. These should be reviewed an updated periodically including identifying other organizations, committees or individuals that may also be action sponsors.

Many of the actions identified will have limited cost and be accomplished by staff or through standard municipal practices. Others will require more substantial cost and resources will have to be identified. Within each of these there may be additional actions required however, this plan proposes the broad framework.

The diagram on the adjacent page states the strategy for each of the pillars. The following pages include a snapshot of the most critical short term actions and most likely funding sources to support the overall redevelopment. Following these are detailed recommendations. As the plan implementation proceeds, these should be evaluated and considered in the context of available resources (time, staff, funding, and the funding strategy) of the Town, PEDC, and others.

The most important part of implementation is to begin!

REGULATORY

Provide and support the necessary regulatory framework that will enable development of the plan.

PHYSICAL

Support the development of private and public projects within downtown that will create the vision established in the plan.

ORGANIZATIONAL

Build and support an organizational framework that will empower/enable successful plan implementation.

FINANCIAL

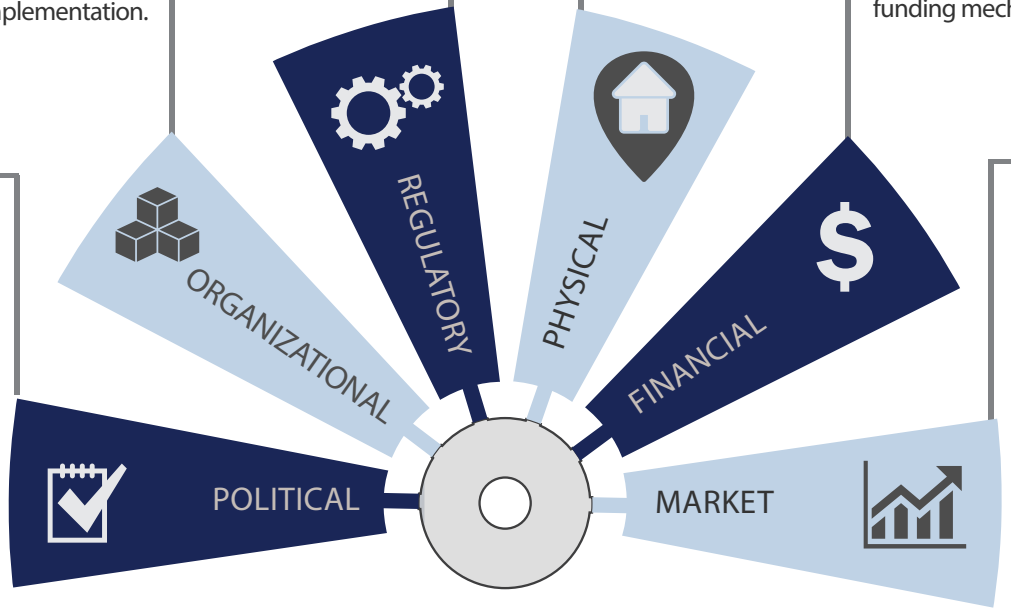
Actively pursue all options within the Town's resources to establish and provide dedicated funding mechanisms for plan implementation.

POLITICAL

Ensure there is a continued understanding by elected officials of the importance of downtown, including economic, and that there is consistent support of the plan including allocating funding and staff resources as a part of the Town's role

MARKET

Commit to investing the resources and creating partnership necessary to attract and support new project and business development opportunities.



Implementation Strategies

Implementation Snapshot

Funding

The Town has a solid and growing tax base that will serve it well in supporting continued investment in downtown and funding the catalyst open space and placemaking projects developed in the Master Plan. One of the best ways to maximize the Towns' investment is through identifying projects with a grant strategy. This means, evaluating all of the potential projects and identifying which elements may in any way fall within various grant program criteria - and this may include creative uses. The next step is then identifying the ways in which potential grants can be layered to increase the overall amount of dollars accessed. The Grants section located within the Appendix further discusses this.

More specifically to the downtown Master Plan, five grant programs have been identified that could directly support investment in each of the open space catalyst sites and overall public realm investment and should be where the Town focuses its funding pursuits.

Grant Program	Agency	General Uses
Local Parks Grants	Texas Parks and Wildlife Dept. (TPWD)	Development, renovation or redevelopment of outdoor recreation facilities including property acquisition.
Governor's Community Achievement Awards	Keep Texas Beautiful & Texas Department of Transportation	Landscaping along public right-of-ways.
Texas Commission on the Arts	Texas Commission on the Arts	Broad range of uses to incorporate art within projects with a construction cost exceeding $250,000.
Healthy Kids, Healthy Families	Blue Cross Blue Shield of TX	To support the health and well-being of children and families through various focus areas including physical activity.
Public Works and Economic Adjustment Assistance Program*	U.S Economic Development Administration (EDA)	Funds construction, non-construction, and revolving loan projects to leverage existing assets and fund key public infrastructure projects to support economic development strategies.

**Note: Various federal grant programs generally only apply to distressed communities however, since the onset of the Covid-19 pandemic, all communities now meet this eligibility criteria. It is anticipated this will continue for the foreseeable future.*

Priority Recommendations

Downtown Zoning

Establish a new Downtown Mixed-Use Zoning District to support mixed-use development including design guidelines to the extent allowable by Texas Statute. This should include shared uses and facilities including parking.

Downtown Manager

Hire a qualified downtown manager and allocate an annual budget for this position to work with existing businesses, create and manage downtown events, promote and market, and, among other things, act as the dedicated advocate for the redevelopment of downtown.

TIRZ

Create a Tax Increment Reinvestment Zone (TIRZ) to provide a funding mechanism for capital investment and providing incentives.

Promote Downtown

Develop a marketing plan to promote downtown business, activities, and development opportunities.

Design Guidelines

Establish enhanced design guidelines that are supplementary to the new Downtown Mixed-Use Zoning District that reflect the desired character of downtown Prosper and will be used in evaluating incentive awards to private developers.

Development Incentive Programs

Develop a user friendly policy and protocol for the award of incentives as part of the Neighborhood Empowerment Zone (NEZ) to developers investing in downtown. This award criteria should factor in use of the design guidelines.

Parking Management

Establish a parking management program that tracks existing available parking, actual parking demand, future parking spaces through approved development projects, and continue to evaluate reduced parking standards to be incorporated into the Downtown Mixed-Use Zoning District. This should also include future assessment of parking revenues if implemented such as parking meters or future garage fees.

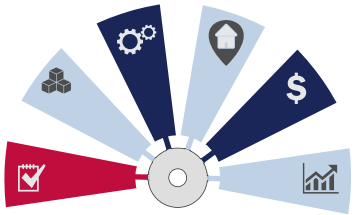
Business and Community Grants

Allocate funding to support attraction and investment of locally based business for costs such as tenant build-out, business and marketing training, and co-op advertising. Funding should also be allocated to community based organizations seeking assistance to host special events downtown that will attract visitor spending.

PILLAR

Recommendations: Political

As explained above, local government plays a critical role advancing area-specific redevelopment efforts, as the entity with the largest and longest-term interest. This said, the Town will need to have a visible and ongoing presence and provide sustained public support for revitalization of downtown Prosper. It will need to provide leadership, and partner with other agencies to eliminate investment obstacles, and capitalize on investment opportunities. As such, the Town will have the ongoing legal responsibility to address many of the implementation elements of the plan and be the logical conduit to supplemental public and private resources. Also important, the private sector will be looking to the Town and its advocacy partners for consistency in its commitment to a long-term vision for downtown that is reflected in its policy and funding decisions for the entire community. Presented below is a representative list of political issues impacting investment decisions in the downtown area.



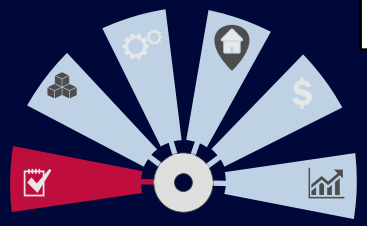
POLITICAL

Strategy

Ensure there is a continued understanding by elected officials of the importance of downtown, including economic, and that there is consistent support of the plan including allocating funding and staff resources as a part of the Town's role.

Key Recommendations

1. Provide a commitment the Town will remain focused on the redevelopment of downtown, including supporting necessary regulatory changes as well as allocation and pursuit of funding.
2. Establish an incentive program that will attract private investment to downtown and to be used as a tool to ensure that future development is compatible with the vision the Town desires. These incentives may range from landscape and facade improvement grants to shared infrastructure costs, such as parking or utility improvements.
3. Spread the word on the positive things Prosper is doing to activate downtown in every available communications channel from in-person discussions with community organizations to social media and constituent newsletter updates.



The greatest influence on the success of a redevelopment plan is the consistent political support behind implementing the adopted plan and funding it's implementation actions. Prosper is in the early years of redevelopment, and this plan will span many election cycles. It will be essential that current Town Council supports the adoption of this plan, and that future council members are well educated on the plan, it's goals, the work that has been done, and the work that is yet to come.

This support will be necessary in approving actions initiated by the Town staff such as regulatory changes or proposed budgets, and in providing direction for plan implementation actions that must come from the Council. This also includes committing annual funding towards plan implementation. This funding will span many areas of the plan implementation from potentially hiring a Downtown Manager, funding special event grants, and investing in capital projects such as streetscapes and public plazas.

It will be important that the Town staff and all key stakeholders consistently inform the Council on downtown progress, events, and future initiatives and engaging with future elected officials to ensure they support downtown and the plan from the beginning.

!!!	High / Short Term Priority	$	Under $50,000
!!	Medium Term Priority	$$	$50,000 to $250,000
!	Low / Long Term Priority	$$$	Over $250,000

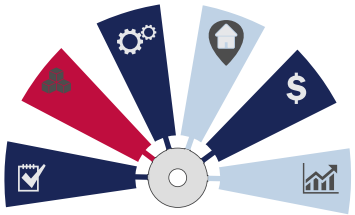
Recommendation	Priority	Cost	Sponsors
Town policy. Memorialize a Town policy that expresses an ongoing commitment to redevelopment of downtown, along with support for growth management policies that are balanced, and the pursuit of effective public-private partnerships, collectively reflected in Council priorities.	!!!	$	Town Council Town Staff
Incentive policy. Prepare and adopt a community wide, and downtown-specific, incentive policy to support private development, along with criteria for identifying and evaluating projects deemed meritorious and able to advance the recommendations of this Master Plan. These should range from smaller scale landscape and facade improvement grants to larger scale shared infrastructure funding such as parking structures that provide a public parking element or enhancement of existing utilities.	!!!	$	Town Council Town Staff

Recommendation	Priority	Cost	Sponsors
Informational activities. Involve the Town's leaders in routine updates, events, programs, and discussions to ensure they remain engaged and interested in continuing to support downtown redevelopment activities, and that this information is shared by the Council to others.		$	Town Staff PEDC Business Alliance Prosper Chamber Town Council
Comparative communities. Identify examples of communities with similar project components for elected officials to tour to help visualize redevelopment initiatives and maintain support for implementing the plan. Key Town staff, stakeholder organizations and community members should participate in these as well if desired.		$	Town Staff PEDC Town Council
Informational sessions. Schedule a series of informational meetings with the Town's leaders regarding a variety of topics reflected in the vision and Master Plan such as need for a diversity of housing product types and their real impact (social, monetary, fiscal, value), as well as why current conditions (demographic and psychographic) support certain development products, both downtown and community-wide, i.e., Rowlett, TX.		$	Town Staff PEDC Prosper Chamber Town Council
Streamlined entitlement review. Establish eligibility criteria for streamlined entitlement review and approval processes, among them, the project location in downtown, size or value thresholds, complexity of financing, diversification of product offerings, and others. (Expand on the Town's current use of a "Go-Team" of departmental representatives which shepherd development applications.		$	Town Staff
Measurement benchmarks. Work with the Town's leaders to establish criteria (or benchmarks) that will be used to measure the impact of certain redevelopment initiatives going forward (memorialize and update them to ensure ongoing support).		$	Town Staff PEDC Town Council

PILLAR

Recommendations: Organizational

Downtowns in municipalities of any size require an advocacy entity with a sole purpose – growing and maintaining a healthy community core. While it can be difficult to finance this type of position or organization, particularly in the early years of a redevelopment initiative, mid- to long-term it will be imperative that any momentum created in early phases are not lost when Town staff's responsibilities in other areas make it impossible for them to spend the hours necessary to continue advancing the plan.



ORGANIZATION

Strategy

Build and support an organizational framework that will empower/enable successful plan implementation.

Key Recommendations

1. Formalize the organizations that will be responsible for implementing the Master Plan, including those such as the Downtown Business Alliance, that may have greater roles as downtown redevelopments.
2. Establishing clear roles, responsibilities, expectations, milestones and monitoring for completing the actions each organization or individual commits to participate in implementing.
3. Develop a clear communications protocol for prospective developers or business owners within the formalized stakeholder organizations. This should include all aspects of downtown redevelopment including design guidelines, planning and permitting processes, incentives, special events, downtown programs or other initiatives, and capital projects, among others.



Downtown redevelopment will take time and will be most successful when implemented by a strong organizational system of organizations and people that have the resources available to implement the plan or will benefit from downtown's reinvestment.

Generally, these will be led by the Town or City making the greatest commitment followed with key partners such as the / an Economic Development Council, Tourist Development Council, Chamber of Commerce, the Citizen's Academy, and a Business and Property Owners Alliance (over time this entity will increase it's role and may eventually transition into the leading entity guiding redevelopment) , along with others that may have a goal or general interest in driving investment and visitor spending downtown. Each of the key entities should champion specific components of the redevelopment plan that are best aligned with their mission and goals. Developing clear expectations and milestones are critical for all to be accountable and committed to the overall effort, and a clear communication plan along with identification of specific roles should be agreed to.

It will be important that each entity and their staff or respective departments understand the organizations role and expectations related to downtown redevelopment, and processes be in place for coordination among different staff members within each organization and among the others.

!!!	High / Short Term Priority	$	Under $50,000
!!	Medium Term Priority	$$	$50,000 to $250,000
!	Low / Long Term Priority	$$$	Over $250,000

Recommendation	Priority	Cost	Sponsors
Formalize stakeholder organizations. Establish the structure for those that will have a key role in supporting and implementing the Master Plan, including the Downtown Business Alliance, PEDC, Chamber of Commerce, Citizen's Academy, and others if appropriate. Within each, identify the primary point of contact for all matters related to downtown and it's redevelopment.	!!!	$	Town Staff PEDC Prosper Chamber Business Alliance
Identify clear roles. Each key stakeholder organization should identify specific plan implementation actions that they have the resources and will commit to advancing. There may be multiple entities that support various actions. In this process, establish realistic milestones, identification of other support needed by the sponsor organization and where those resources may come from. Commit to collectively monitor implementation successes and areas that need additional support.	!!!	$	PEDC Prosper Chamber Business Alliance Town Staff

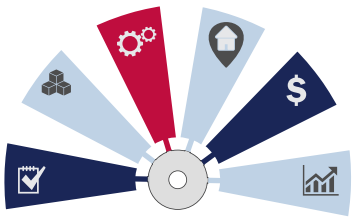
Recommendation	Priority	Cost	Sponsors
Communication plan. Develop a clear communication plan among the key stakeholder organizations and ensure organization staff and departments understand this and the importance of it. For example, a developer may contact the PEDC about a potential project site and permitting requirements. PEDC staff should have a specific developer liaison within the Town that the developer may be introduced to as their development liaison. This communication also includes disseminating information for review or informational purposes by multiple organizations such as development proposals, incentive application requests, marketing initiatives, and community event or festival programs.		$	Town Staff PEDC Business Alliance Prosper Chamber Town Council
Main Street Texas. Engage with Main Street Texas and evaluate the eligibility of downtown Prosper for nomination as a Texas Main Street. Dedicate staff resources to pursue and identify appropriate partners to implement Main Street actions, most likely the Downtown Business Alliance which should be formalized as a key stakeholder organization.		$$	Town Staff Business Alliance
Town department support. Engage the Town departments in the downtown redevelopment process and build support within to ensure departments work collaboratively on all aspects of redevelopment, including public capital projects, private development projects, expedited permitting, inspections, special event approvals, and other initiatives impacting downtown.		$	Town Staff
Event guidelines. Work with the Development Services Department and Parks and Recreation Department to establish specific event guidelines specific to downtown, preferred event areas if located in the public right-of-way, and expedited review and approval process.		$	Town Staff
Additional organizations. Identify additional organizations that may have an interest in supporting continued investment in, and visitor attraction to downtown, and determine their greatest resources and ways to be involved. These may include large entities such as Travel Texas or smaller locally and regionally based entities such as business incubators, large developers, or private foundations.		$	Town Staff PEDC

Recommendation	Priority	Cost	Sponsors
Citizens' academy. Continue supporting the citizens' academy program to grow civic awareness among area residents, business and property owners, institutional representatives, and others invested in Prosper's success, that allows for networking and small group interactions, and provides Town officials with a forum to share and receive information on topics such as priority initiatives, market forces, fiscal realities, and others impacting the Town and region.			Town Staff Business Alliance Residents
Ambassador program. Within the citizen's academy program and/or Community Engagement Committee, develop an ambassador component for participation during community events or at peak times to welcome visitors, provide information on items such as parking, public restrooms, event, or area activities, etc. This should be developed under or in conjunction with the Downtown Business Alliance and direction of a future Downtown Manager.			Town Staff Business Alliance Residents

PILLAR

Recommendations: Regulatory

In the context of this discussion, public policies, regulations that inform land use and development, and design standards, are all considered in this category. Among the most effective tools municipalities use to foster a sustainable downtown environment are growth management programs that reward efficient development patterns, and codes that are flexible and encourage creative solutions. (Note: There are reports that certain businesses, including a potential restaurant, was lost due to parking requirements.) When growth is allowed to occur in a land intensive and sometimes inefficient way that ultimately subsidizes lower densities, redevelopment efforts tend to operate at a competitive disadvantage, both financially and fiscally. While these types of policies may seem inconceivable or even infeasible for many Texas communities, Prosper's location in the Metroplex, and the fact that it is surrounded on all sides by other competitive communities, essentially land-locked and nearing buildout, makes them critical to ensure a sustainable diverse and high-quality mix of real estate targeted to the needs and preferences of existing and future population groups. Further, local efforts and the prioritization of resources, should reflect the same, with appropriate levels allocated between newly developing and redeveloping areas, and regulations consider the unique attributes and challenges of these distinctly unique environments.



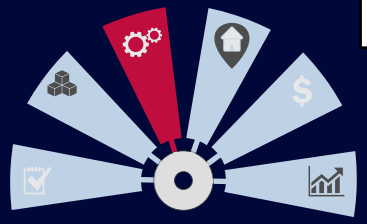
REGULATORY

Strategy

Provide and support the necessary regulatory framework that will enable development of the plan.

Key Recommendations

1. Establish a new Downtown Mixed-Use Zoning District to support mixed-use development including design guidelines to the extent allowable by Texas Statute. This should include shared uses and facilities including parking.
2. Establish enhanced design guidelines that are supplementary to the new Downtown Mixed-Use Zoning District that reflect the desired character of downtown Prosper and will be used in evaluating incentive awards to private developers.
3. Establish a clear development approval process and general guidelines for awarding various incentives (these may range from monetary to additional development approvals).
4. Develop a shared parking strategy for downtown.



Historically, many downtown's were developed before a time of significant development regulation that allowed for the level of activity and efficiency in development that occur. Today, mixed-use downtown redevelopment is most successful when the regulatory framework allows for a substantial flexibility while also framing the vision for a community.

Conventional codes addressing things like standard buffers or setbacks, parking requirements, prescribed uses, and stormwater are examples of those that cannot be applied in downtowns the way they are elsewhere in a community. Prosper has worked to support downtown redevelopment by adapting some of its zoning district classifications, which is a positive first step.

Building on what has already been done, identifying what has worked well and what hasn't, and integrating general downtown development realities into future actions and plans will help result in predictable redevelopment that will bring the vision for downtown Prosper into reality.

!!!	High / Short Term Priority	$	Under $50,000
!!	Medium Term Priority	$$	$50,000 to $250,000
!	Low / Long Term Priority	$$$	Over $250,000

Recommendation	Priority	Cost	Sponsors
Downtown mixed-use zoning district. Establish a new downtown mixed-use zoning district (or overlay) specifically for downtown west of Coleman Street with standards that will support mixed-use development in an urban context and will articulate the Town's vision for downtown. Creating a new zoning district will be more efficient than amending all existing codes and preferred by developers. If the Town objects, the existing codes should be amended. The downtown mixed-use zoning district should address elements such as building heights, frontages, setbacks (reduced), excluded uses, parking and shared parking, landscape, signage, fencing, lighting, back-of-house (dumpsters, equipment, and storage) and access, and loading zones, among others. This should also include controls for use of café and restaurant seating, "sandwich" board or other portable signage, and performances or other uses that may extend within the right-of-way.	!!!	$	Town Staff Town Council

Recommendation	Priority	Cost	Sponsors
Design guidelines. Incorporate design guidelines within the new downtown mixed-use zoning district (or overlay) and eligible for incentive funding that will articulate the specific building frontages and facades that fit the Town's vision. Clear and concise design expectations will help in attracting predictable development and simplify the design review and approval process.	!!!	$	Town Staff Town Council
Designated Business and Developer Program. Promote the Town's recently established Designated Business and Developers Program, and the overall efficiency of Town staff, design review, and permitting as processes are established or refined.	!!!	$	Town Staff PEDC Prosper Chamber Business Alliance Developers Town Council
Historic preservation. Establish a historic preservation element within the zoning code and specifically downtown west of Coleman Street to further support the application of design guidelines. This may include the establishment of a Historic Preservation Commission that will review an approve all exterior building permit applications within the defined area.	!!!	$	Town Staff Town Council
Incentive framework. Adopt a general framework for awarding funding or other incentives (such as bonus density) to ensure a minimum level of uniformity in awards and to assure residents and businesses that there is an established process that is fair and equitable in the Town goal of redeveloping downtown. Consider additional incentives for the appropriate rehabilitation of historic buildings rather than demolition and new construction.	!!!	$	Town Staff PEDC Town Council
Shared parking strategy. Adopt a shared parking strategy that allows for reduced parking requirements as part of an overall parking management and revenue system. This will require developers commit to participate in the shared parking program with other developers or allow contributions to a Town fund that may be used for future construction of on-street, surface, or garage parking. Reduced parking strategies provide financial relief for developers from creating excess parking beyond what will actually be needed and allows land to be used for a higher and better use. While reduced ratios in downtown acknowledge the opportunity of shared parking, the current approval process and stated restrictions against off-site sharing greatly limit this opportunity, such that the exiting regulations would still overpark demand.	!!!	$	Town Staff Business Alliance Developers Town Council

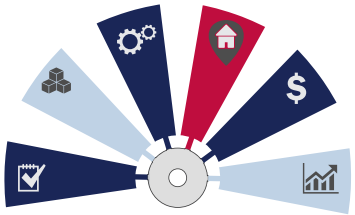
Recommendation	Priority	Costs	Sponsors
Short-term business permitting. Amend existing permitting requirements to accommodate short-term or pop-up retail, art, or other similar commercial uses in downtown storefronts that will allow property owners to offer short-term rental or lease agreements (monthly or quarterly) when no permanent tenants are in place and not require complete tenant build-out. For example, a vacant restaurant space could be used by area artists to showcase their work without any renovation required. Conversely, a local baker with appropriate licensure for the preparation and sale of food for consumption could use a vacant storefront for selling baked goods without requiring construction of a kitchen. This creates activity along the street frontage and promotes local entrepreneurs.	!!!	$	Town Staff Business Alliance PEDC Prosper Chamber Town Council
Old Town Transportation Plan. Update the Old Town Transportation Plan as downtown development and roadway designs proceed. Several street segments, specifically along East First Street, Broadway Street, Coleman Street, and McKinley Street appear to be misaligned with longer term redevelopment. Based on the current development pattern, it is anticipated there will be significant community resistance to on-street parking on these streets east of Coleman, and the frequency of curb cuts required to accommodate existing residences and buildings would minimize the benefit of parking gain. On-street parking may also be limited on Coleman north of Broadway and McKinley Streets as projects evolve. Bike lanes or shared-use lanes should be incorporated in all of the primary streets. Right-of-way's vary within roadways vary and will accommodate changes in road design as time evolves. As the Town begins capital planning for future roadway improvements, a review of current development patterns, conditions, and transportation need should be performed.	!!!	$	Town Staff Town Council
Streetscape master plan. Adopt a streetscape master plan for downtown west of Coleman Street that future development and redevelopment, including Town capital projects shall comply with.	!!	$	Town Staff Business Alliance Town Council
Public art. Adopt a public art contribution program and ordinance for all private and publicly funded new development or major rehabilitation projects within downtown. This may include establishing a percent-for-art fund where developers and the City (for publicly funded capital projects) pay into the fund in lieu of providing public art on the project site or area. Typically, this does not apply to standard interior renovation of existing buildings or routine repair, maintenance, and replacement of elements on an existing building.	!!	$	Town Staff Business Alliance Town Council

Recommendation	Priority	Cost	Sponsors
Parking regulations. Adopt downtown parking regulations and consider establishing a mobility enterprise that allows for short-term visitor parking and / or metered street or fee-based lots for daily use should those be desired. A process for parking and appropriate street signage for use during special events and street closures should be included.		$	Town Staff Business Alliance Town Council
Hike and Bike Trail Master Plan. As streetscape improvements are completed, including sidewalks, bike lanes, and the multi-path, incorporate or make appropriate modifications as may be needed to the 2020 Hike and Bike Trail Master Plan.		$	Town Staff Town Council
Thoroughfare Plan. As needed, update the Prosper Thoroughfare Plan based on redevelopment plan recommendations or as further design is completed based on need and development patterns at that time.		$	Town Staff Town Council
Parks, Recreation, & Open Space Master Plan. As downtown population increases, evaluate to the Parks, Recreation, & Open Space Master Plan and identify any future investment that may be warranted for a new downtown park, and update the Parks, Recreation, & Open Space Master Plan accordingly. Texas Parks and Wildlife requires parks master plans to be updated every 10 years. This update will allow the Town to remain eligible for potential grant funding.		$	Town Staff Town Council

PILLAR

Physical

Although the absence of physical improvements is a major obstacle to development in both new and established locations, the condition and capacity of existing infrastructure can be the chief hurdle for investment activity in downtowns and infill properties. Essential elements for any redevelopment initiative should include an understanding of infrastructure and utilities, and plan for completing necessary capital improvements. Also important will be a strategy for financing and introducing a variety of enhancements that collectively will -- reinforce the area's intended image and theme such as effective signage, and presence of public spaces (formal and informal), lighting and street furniture; and -- ensure success among its private development and operating uses such as ample and accessible parking facilities, off site and out of area shared improvements (i.e., detention facilities), and access to adjacent and region-serving connections (i.e., trails, bike routes, etc.). Whereas capital expenditures frequently have the biggest impact on the economic feasibility of a development project, and although they are generally considered an acceptable use for public sector resources, it can be harder for elected officials to justify expenditures (even incentives) for the repair or expansion of existing infrastructure rather than construction of new ones, that is unless the comparatively favorable fiscal return associated with investment in established locations is understood.



PHYSICAL

Strategy

Support the development of private and public projects within downtown that will create the vision established in the plan.

Key Recommendations

1. Develop detailed design drawings, cost estimates, and identify potential funding sources to begin the reconfiguration of Main Street, along with development of the Downtown Connector and Downtown Green.
2. Pursue funding and begin implementation of the previous recommendation as soon as possible.
3. Develop an overall public realm plan for hardscape, landscape, lighting, furnishings, signage and wayfinding.
4. Begin implementation of the previous recommendation as soon as possible within right-of-ways that will not be reconstructed within the short term. This also includes development of gateways, enhanced canopy coverage, as well as installation of sidewalks and improved lighting within the overall downtown area.



The physical redevelopment of downtown reflecting the vision of Prosper will result from the work and funding invested in the previous pillars. This will be the most important and will rely on both public and private investment and a genuine desire to realize the vision.

Public investment will be significant in improvements to streets, mobility, and public gathering areas along with providing the regulatory framework and where needed, the incentives, to ensure the build private development matches the vision. Private investment will need to have a solid grasp of the redevelopment goals, understand the complexities and uniqueness of downtown redevelopment, and a willingness to maintain a long-term view on what defines success.

Where possible, public and private investment should intersect and occur in a way that has the greatest impact on downtown and support one another. Building frontages, streetscapes, parking, utilities and other infrastructure will work collectively in creating the overall experience and maximize both public and private investment.

As projects are completed, they should be evaluated for their overall benefit in activating downtown. Lessons will be learned and it will be important to adapt over time to ensure that each project in the limited amount of land available has the greatest impact.

!!!	High / Short Term Priority	$	Under $50,000
!!	Medium Term Priority	$$	$50,000 to $250,000
!	Low / Long Term Priority	$$$	Over $250,000

Recommendation	Priority	Cost	Sponsors
Infrastructure and utility condition and capacity. In preparation for impending five-year review of impact fees, enlist Town staff from relevant departments to determine the condition and capacity of existing infrastructure and utilities. (Use knowledge gained to support any adjustment in the fee structure and provide an enhanced stream of revenue for construction and maintenance).	!!!	$	Town Staff
Capital improvement priorities. Prioritize capital improvements and aesthetic enhancements downtown (including undergrounding of overhead utilities or placement of any overhead utilities at the rear or non-street facing frontages) that support a system of shared infrastructure and have the capacity to leverage private investment, particularly in key locations of the district.	!!!	$$$	Town Staff Town Council

Recommendation	Priority	Cost	Sponsors
Downtown Plaza. Identify and incorporate opportunities for larger public gathering areas for programmable use such as removal of the northeast portion of the surface parking lot at Town Hall. This area could be highly designed with landscape areas, art, sculpture, and landscape gardens, play activity for children and families, water features, and should include ample shade and usable surface space for small programmed or impromptu events.	!!!	$$$	Town Staff Business Alliance PEDC Town Council
Crockett Street. Develop detailed designs and fund the improvement Crockett Street as a downtown street with sidewalks, lighting, landscape, and parking where appropriate and that is compatible with catalyst site development programs.	!!!	$$$	Town Staff Business Alliance Town Council
S. Main Street. Develop detailed designs and fund the reconfiguration of S. Main Street to include parallel parking on the east side of the street and remove the angled-parking on the west side between W. Broadway and W. Second Streets to increase usable space on the western side of the right-of-way.	!!!	$$$	Town Staff Business Alliance Town Council
Downtown Green. Develop detailed design and program plans and budget for construction of a Downtown Green located south of Town Hall between Crockett and Main Streets. The Downtown Green should include a large open lawn flexible for free play and also usable for large events and festivals. Features such as a stage, amphitheater, event, and equipment staging, restrooms, walking and gathering areas as well as hardscape to for use with event tents and vendors, or other pop-up uses. Functional elements including loading and unloading, trash and recycling, power supply, shade, and other elements must be included. This should be considered a signature feature of downtown.	!!!	$$$	Town Staff Business Alliance Town Council
Downtown Connector. Develop detailed design plans to connect the Downtown Green to W. Broadway Street with a formalized plaza in the space gained by reconfiguring W. Main Street (see master plan), and budget for implementation. This should include gathering areas, plaza space, clear pedestrian routes, areas for pop-up vendors and small events. It should be heavily landscaped to provide shade, include pedestrian and enhanced lighting, trash and recycling, ample power supply for uses and consider a semi-permanent or permanent structure for vending purposes and/or restrooms, visitor center, etc. This should be considered a signature feature.	!!!	$$$	Town Staff Business Alliance PEDC Town Council
Landscape design. Develop detailed landscape design plans for the streetscapes, including enhanced landscape for street sections where medians may be installed.	!!!	$	Town Staff Business Alliance Town Council

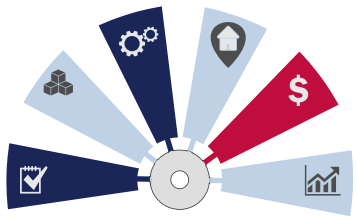
Recommendation	Priority	Cost	Sponsors
Parking strategy. Develop a near- and long-term parking strategy for public, private, and shared facilities, including spaces on-street and in alleyways, that reflects current conditions and potential pressures from a more intense level of development, increase in residences, and potential for destination uses.	!!!	$	Town Staff Residents Town Council
Branding. Engage a branding specialist to assist in developing the downtown "look and feel" that should be used in signage and wayfinding, gateways, streetscape furnishings, lighting, temporary signage such as for special events, and other features to compliment the overall aesthetic and define the downtown area. This theme should also be integrated into marketing and promotional material used for downtown.	!!	$	Town Staff Business Alliance PEDC Town Council
Furnishings plan. Develop a detailed street furnishings plan and budget to expand on what has already been installed and supporting the theme identified above. Ensure there are sufficient trash, recycling, seating, bike racks, and other furnishings to support the build-out of downtown. These program specifications may be used by the Town or developers as projects make right-of-way improvements.	!!	$$	Town Staff Business Alliance Town Council
Neighborhood improvement. Develop a neighborhood improvement plan for the residential portions of downtown to include the installation of sidewalks, pedestrian scale lighting (similar or same to commercial downtown), and shade trees within all right-of-ways. Require installation of sidewalks and street trees on all future residential developments.	!!	$$$	Town Staff Business Alliance Town Council
Signage and wayfinding. Design an overall signage and wayfinding program building on those already installed reflecting the character of downtown and feature signature elements such as the silos. These features should be elaborated at gateways, and there should be a distinction between the commercial and residential areas of downtown.	!!	$$	Town Staff Business Alliance PEDC Town Council
Gateways. Develop gateway features expanding on those already developed with hierarchy appropriate to the location. Gateway locations may include W. First Street and S. Coleman Street, S. Coleman Street and W. Third Street, and S. Coleman Street and W. Broadway Street. Secondary gateway features may include S. Preston Road and E. First Street, S. Preston Road and Broadway Street, and E. First Street and S. Craig Road.	!!	$$$	Town Staff Business Alliance PEDC Town Council

Recommendation	Priority	Cost	Sponsors
Intersection improvements. Design intersection improvements to increase awareness of activity areas and promote traffic calming. These may include features such as rough-edged pavers or murals. Locations may include all streets intersecting with Main Street, and all locations with gateway features.		$$	Town Staff Business Alliance Town Council
Redevelopment parcels. Evaluate and consider acquisition of future key redevelopment parcels for later resale to targeted private development. This may be part of the overall incentive program provided by the Town as noted under the Market pillar.		$$$	Town Staff PEDC Town Council
Neighborhood pocket parks. Evaluate and consider acquisition of select vacant parcels within the single-family portion of downtown for development as neighborhood pocket parks.		$$$	Town Staff Residents Town Council
Public facilities. Evaluate the potential location and cost to construct and maintain public restrooms within the commercial downtown. Other features such as a visitor kiosk, vending space, and digital message and advertising boards may be constructed or installed with this.		$$	Town Staff Business Alliance PEDC Town Council
Future roadway connections. Incorporate the primary connector road once detailed design is complete to access for the major new development proposed south of W. First Street. This will be a key gateway and transition into downtown. Pedestrian and bike access should be a consideration and potential reconfiguration of pedestrian and bike access along W. First Street may be required.		$	Town Staff
Canopy trees. Incorporate mature canopy street trees within the commercial downtown. Consider transplanting existing smaller caliper trees in less visible locations in the Town and replacing with larger trees for a greater impact and pedestrian comfort.		$$	Town Staff
Shared Dumpsters. Incorporate locations to support shared dumpster use in future alley reconstruction, or when possible, within new development projects that will serve multiple downtown businesses.		$	Town Staff Property Owners
Alleyway Improvements. Improve all unimproved alleys within the downtown area to improve overall mobility and access to properties abutting them.		$$	Town Staff Property Owners

PILLAR

Financial

A lack of financial resources, public or private, is often considered the sole reason investment or reinvestment does not occur in certain geographies within a community. While the availability of economic resources is an important component of any successful redevelopment initiative, it is not the only component, nor the most significant deterrent. Redevelopment initiatives will always compete with new development for limited resources. What needs to be understood, however, is while more assistance may be needed during the early phase of downtown and infill initiatives, it is fiscally more practical than expending resources in greenfield or undeveloped areas, and almost always nets a higher return for the municipality. Experience has shown that private investment follows public commitment, and while the responsibility for encouraging investment in its aging and under-performing assets has historically been borne by the public sector alone; advancing these types of redevelopment initiatives actually requires the time and resources of a broad range of stakeholders with the largest portion often expended by private entities.



FINANCIAL

Strategy

Actively pursue all options within the Town's resources to establish and provide dedicated funding mechanisms for plan implementation.

Key Recommendations

1. Establish a Tax Increment Reinvestment Zone (TIRZ) to include, at a minimum, the overall downtown area and consider a much more expansion approach including commercial portions along North Preston Road.
2. Begin annually allocating a committed minimum amount of funding to support downtown incentives and capital investments. Making a public commitment to ongoing funding will provide assurances to developers and investors that Prosper is seriously committed to redeveloping downtown.
3. Allocate annual funding to hire a full time dedicated Downtown Manager to work as a liaison between stakeholder organizations, work with existing and future businesses and developers, assist in the development process, identify and pursue additional grant funds, review and input on incentive programs, manage marketing and events, and represent downtown Prosper, among other duties.



Implementing the plan for downtown Prosper will require financial investment. The source of those resources, and the lead party in constructing different plan elements, will vary. In considering the availability of funding, it can be helpful to think of plan elements in three broad categories.

For **public realm** elements such as streets, sidewalks and parks, the Town of Prosper is likely to play the lead role in their funding and construction. Having said that, the resources to make those improvements can come from a broad range of sources. And other parties can play important roles, including the Prosper EDC, business associations, and even public-minded corporations or individuals.

Real estate development such as apartments, stores and restaurants, and hotels are funded primarily by developers and property owners, but where the financial return falls short of the cost of construction additional financial support is needed to attract development. The financial resources to supplement private investment can come from a variety of sources.

Programmatic activities in downtown Prosper also need to be paid for, and funding for these may come from the broadest set of contributors. The Town, the PEDC, the Downtown Business Alliance, the Chamber of Commerce, individual businesses, civic organizations—all play a role in putting on downtown events, promoting shopping and dining, sprucing up storefronts and signage, rehabilitating older buildings, etc.

The financial strategy for downtown Prosper recognizes that the existing budgets of the Town of Prosper and Prosper EDC (PEDC) are largely committed to existing and ongoing purposes and programs. For that reason, much of the financial investment required to realize the vision for downtown Prosper will need to come from new funding sources. The Town of Prosper and the Prosper EDC have already established some funding sources that can play an important role in funding public realm improvements and supporting real estate development, including the following.

!!!	High / Short Term Priority	$	Under $50,000
!!	Medium Term Priority	$$	$50,000 to $250,000
!	Low / Long Term Priority	$$$	Over $250,000

Recommendation	Priority	Cost	Sponsors
Neighborhood Empowerment Zone. The Town of Prosper has created a Neighborhood Empowerment Zone (NEZ) that encompasses the previously defined Old Town Prosper. Projects within the NEZ may be awarded a waiver of 75% of development fees, a refund of municipal property taxes for a period of ten years, and a refund of sales tax proceeds for a period of ten years. This program should be promoted and used as an incentive with Town approved design guidelines.	!!!	$$$	Town Council Town Staff

Recommendation	Priority	Cost	Sponsors
Economic Development Sales Tax. An Economic Development Sales Tax funds much of the activity of the Prosper EDC. These funds are designated for economic development activities including commercial development and expansion. The Charter of the PEDC has been modified in a way that would allow it to fund some additional types of downtown improvements. Continue to support downtown redevelopment where possible.	!!!	$	PEDC
Hotel Occupancy Tax. The Town of Prosper has established a Hotel Occupancy Tax (HOT). There are not hotels currently within the Town of Prosper, but three different hotels are in planning or pre-development stages. These hotels will levy a 7% HOT tax on top of their own room charges. Those revenues will be forwarded to the Town of Prosper, which can utilize the funds for tourism related investments including some of the public realm improvements called for in this plan.	!	$	Town Staff Town Council

These existing funding sources provide a strong foundation, but additional resources will be necessary to support the full range of development and public realm investments envisioned in the Plan. The following are recommended strategies.

Create a Tax Increment Reinvestment Zone (TIRZ). A TIRZ increases the resources available to support redevelopment projects. Establish a TIRZ for overall downtown Prosper.	!!!	$	Town Council Town Staff
Focus existing resources. To realize this ambitious vision, existing resources need to be promoted and leveraged, including those that are available through the NEZ, the HOT Tax. The PEDC can consider contributing to the public realm investments in the plan by utilizing the Type B funding authorities that it established in its recent Charter change. Streetscaping investments and other downtown public realm improvements can be intentionally prioritized in the Town's capital improvement program over the next five to ten years.	!!!	$$$	PEDC Prosper Chamber Town Staff Town Council
Evaluate the potential of additional funding resources. Additional sources of funding should be evaluated for the contribution they can make toward funding elements of the plan that are difficult to fund. For example, state law authorizes municipalities to establish a venue tax on ticket sales associated with designated venues. Community minded corporations or individuals may wish to fund particular public realm improvements such as a park or bandshell.	!!	$	Town Staff PEDC

Recommendation	Priority	Cost	Sponsors
Engage the lending community. Engage area lending institutions to solicit their participation in pooling resources (e.g., Community Reinvestment Act (CRA) earmarked monies) to share risk and make available low interest loans and grants. Identify additional funding mechanisms to supplement primary financing including matching fund for facade improvements, tools for gap-financing, and other sources to support downtown reinvestment.	!!	$	PEDC Prosper Chamber

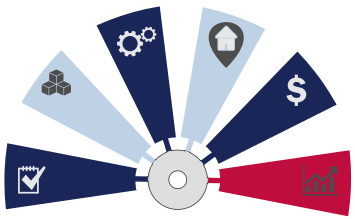
The preceding strategies relate to physical investments, but downtown focused programs and activities play an equally important role in building the vibrancy of downtown Prosper. Organizational recommendations for downtown vibrancy programs are discussed elsewhere. Financial strategies for supporting downtown vibrancy program include the following.

Special events grant. Consider establishing an annual special events grant program funded by the City to draw events to downtown that will attract visitor and consumer spending at downtown business and help in building the recognition of downtown as an area destination.	!!	$	Business Alliance Town Staff Town Council
Public Art. Investigate and establish a public art contribution program and ordinance for all private and publicly funded new development or major rehabilitation projects within downtown. This may include establishing a percent-for-art fund where developers and the City (for publicly funded capital projects) pay into the fund in lieu of providing public art on the project site or area. Typically, this does not apply to standard interior renovation of existing buildings or routine repair, maintenance and replacement of elements on an existing buildings.	!!	$	Town Staff Town Council
Municipal Management District. Explore the creation of a Municipal Management District, or identify a comparable mechanism, to provide a budget for 1) enhanced maintenance and cleanup, waste pickup, landscape maintenance, to build a safe and clean perception of downtown, and 2) downtown marketing, promotions, events, and coalition building. These activities enhance downtown vibrancy, leading to increases in business revenues and property values that are typically much greater than the MMD assessments.	!	$	Town Staff

PILLAR

Market

One of the most significant, yet least known challenges to community-led redevelopment initiatives is a lack of accurate market information (quantitative and qualitative). While most data available through credible sources is accurate, some figures are not, and still others are published without appropriate context or explanation. Misconceptions about a market's potential can not only result in flawed public policies, but ineffective incentive and gap filling resources and lack of investment interest. Now more than ever before, particularly given enhanced access to unverified sources, municipalities need to be proactive in doing the development community's market due diligence. They need to be the principal source regarding facts about their own community, rather than leave this to data seekers who may or may not be able to discern development and redevelopment opportunities. Information about existing businesses, property owners, and potential partnerships, consumer profiles and their spending patterns, and finally public initiatives intended to catalyze private sector activity, should be shared, and used to develop marketing and promotional materials which tell the local "investment story."



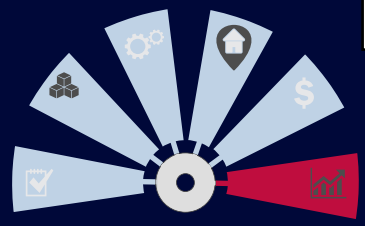
MARKET

Strategy

Commit to investing the resources and creating partnership necessary to attract and support new project and business development opportunities.

Key Recommendations

1. Establish and initiate a site assembly program with dedicated staff to evaluate potential acquisitions and future disposition.
2. Aggressively market development opportunities within the overall region.
3. Develop an overall "brand" for downtown Prosper to be integrated in all future marketing material and design features such as signage and wayfinding.
4. Develop a clear program to support "temporary businesses" from area pop-up's to short term occupancy of vacant storefronts to help create activity downtown and support future business development.



New development will be attracted to the environment that is being created in downtown Prosper. People will find it an attractive place to live. Distinctive retail stores and restaurants will take advantage of the pedestrian traffic. Nevertheless, the rents that are estimated to come from future developments are short of what developers would need to support the full cost of the development. Market strategies address the disparity between the cost of development and the return on investment in a variety of ways. Recommended strategies include the following.

Recommendation	Priority	Cost	Sponsor
Site assembly. Establish a site assembly program with dedicated staff, evaluation criteria for acquisitions, and identified resources that can be utilized, for the purpose of acquiring the properties needed for development projects.	!!!	$	Town Staff
Marketing to developers. Identify and solicit the interest of local and regional developers with experience in downtown redevelopment and the capacity to advance the projects envisioned for downtown Prosper. For publicly owned sites, prepare developer solicitations to attract developers who are interested in partnering with the PEDC and Town of Prosper on developing the sites.	!!!	$	PEDC Town Staff Prosper Chamber
Geographic phasing. Choose a subarea of one or two blocks within the downtown area for an initial focus, completing all development and public realm improvements in that area. Establishing that vibrant place will establish momentum, and demonstrate what is envisioned, which in turn lowers hurdles and reduces the development risk for subsequent development.	!!!	$$$	Town Council Town Staff

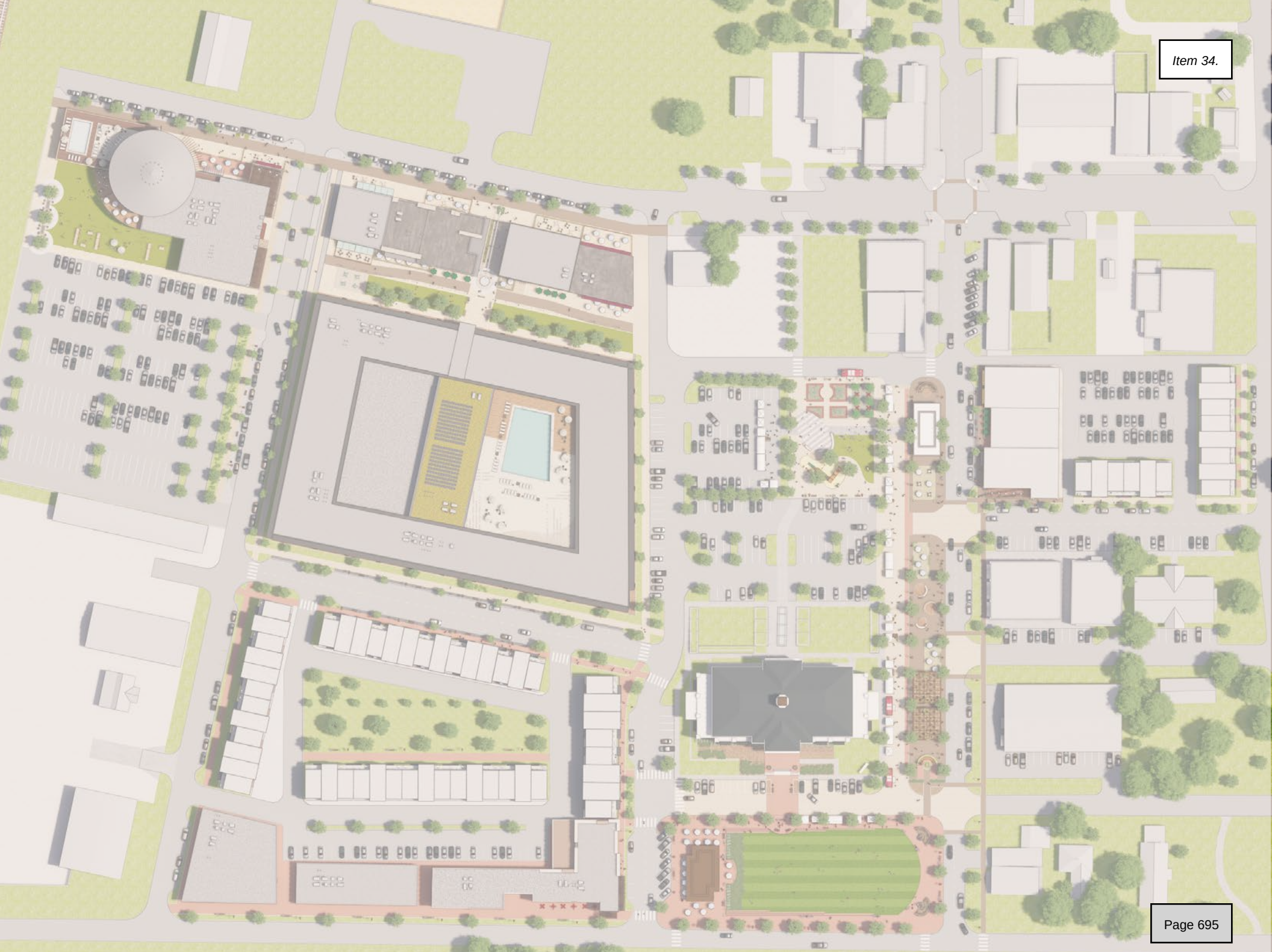
Recommendation	Priority	Cost	Sponsors
Branding. Develop the downtown "brand" further, so that it is clear and easy to utilize in promoting the downtown area to developers, investors, visitors, and residents.	!!!	$$	Town Council
Business incubator. Prepare a business plan to identify and support potential "temporary" businesses such as "pop up stores" and / or food trucks, for the purpose of proving up the potential for different business concepts and incubating entrepreneurial endeavors. In the restaurant arena, an area chef could be invited to host a restaurant demonstration project in downtown. Evaluate opportunity with existing commercial property owners or consider partnership with future developer to incorporate incubator space within development for local startup. Work with local partners to promote incubator program and businesses.	!!!	$	Town Staff PEDC
Retail recruitment. Identify or establish a retail recruitment program to attract strategic anchor businesses in target markets such as restaurant, retail store categories, etc.	!!!	$$	PEDC
Predevelopment activity. Perform predevelopment tasks that facilitate project readiness and remove hurdles for a developer. These could include platting, street dedication, rezoning, conducting a Phase I or Phase II environmental investigation, preliminary development approvals, etc.	!!!	$	Town Staff
Site assembly. Establish a site assembly program with dedicated staff, evaluation criteria for acquisitions, and identified resources that can be utilized, for the purpose of acquiring the properties needed for development projects.	!!	$	Town Staff Town Council
Mitigate development impacts. Develop and employ programs to support the Downtown Business Alliance in continuing their achievements and prepare for mitigating potential adverse impacts associated with new construction projects, significant capital improvements, and ongoing events and activities.	!!	$$	Town Staff Town Council
Market studies. Commission a detailed market study to research and document the market demand context and achievable rents for residential and retail development in downtown Prosper, and make that information available to prospective developers, investors, brokers, and property owners.	!!	$	Town Council



06

APPENDIX





APPENDIX A
Catalyst Site Proformas

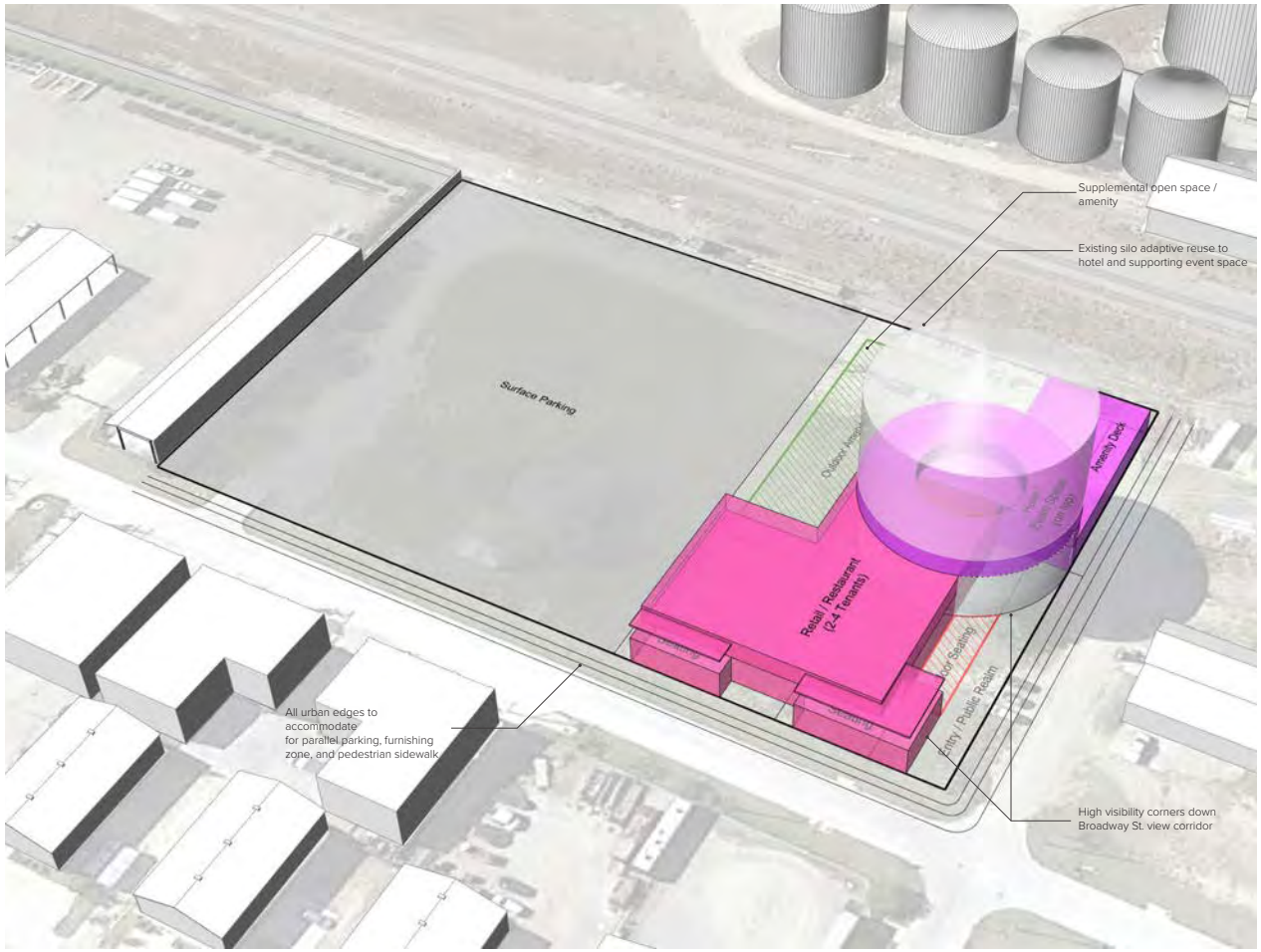
The following pages include the catalyst sites and conceptual proformas developed for each. The proformas have included various assumptions which are intended to provide a general understanding of project costs and potential funding gap. The table below includes a summary of each of the four catalyst sites including the gap that resulted in each.

The gaps identified indicate the magnitude in which financial incentives may be required for a developer to undertake each project. These proformas are based on parking requirements as they currently are. The parking section of this report identified that current parking requirements in Prosper exceed industry standards, and do not factor any shared use parking reduction. Establishing a more urban parking strategy could significantly closet he gap on the development site proformas thereby, reducing overall incentives required.

PROSPER EDC
DOWNTOWN PROSPER MASTER PLAN
CATALYST PROJECT ECONOMIC ANALYSIS SUMMARY
REVISED MARCH 2022

	Catalyst Project Concepts			
Project Indicator	**Catalyst Site #1**	**Catalyst Site #2**	**Catalyst Site #3**	**Catalyst Site #5**
Private Sector Investment				
Development Sq Ft:				
Project Land Area (Acres)	3.21	4.94	1.77	2.03
Retail/Restaurant	30,200	24,000	25,000	16,000
Office/Employment	0	0	25,000	0
Residential (Rental)	0	177,600	27,000	44,800
Residential (For-Sale)	0	0	81,600	0
Hotel/Lodging	24,000	0	0	0
Total Private Development	**54,200**	**201,600**	**158,600**	**60,800**
Floor Area Ratio	**39%**	**94%**	**79%**	**69%**
Total Project Value (@ Build-Out)	**$16,108,947**	**$56,174,400**	**$30,622,000**	**$16,484,000**
Total Project Costs (@ Build-Out)	**$18,735,926**	**$59,626,554**	**$41,676,536**	**$17,585,614**
Project Margin/(Gap)	**($2,626,979)**	**($3,452,154)**	**($11,054,536)**	**($1,101,614)**
Project Margin/(Gap) %	**-14%**	**-6%**	**-27%**	**-6%**

Town of Prosper | Site 1



PARK / OPEN SPACE / AMENITY
RETAIL
OFFICE
RESIDENTIAL
HOTEL / LODGING
PARKING

Site 1 Totals

Program	Units / Spaces	Square Feet
Retail / Restaurant / Entertainment		30,200
Hotel / Lodging	30	24,000
Gross Floor Area		54,200
Project Land Area		139,697
Floor Area Ratio		39%
Surface Parking	211	73,920

General assumptions for unit sizes can be found in the 'Catalyst Project Economic Analysis' Report from Ricker/Cunningham

PROSPER TEXAS ECONOMIC DEVELOPMENT CORPORATION

DATE
February 2022

STANTEC VIBE
1112 Pearl St.
Boulder, CO
80302

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DOWNTOWN PROSPER MASTER PLAN

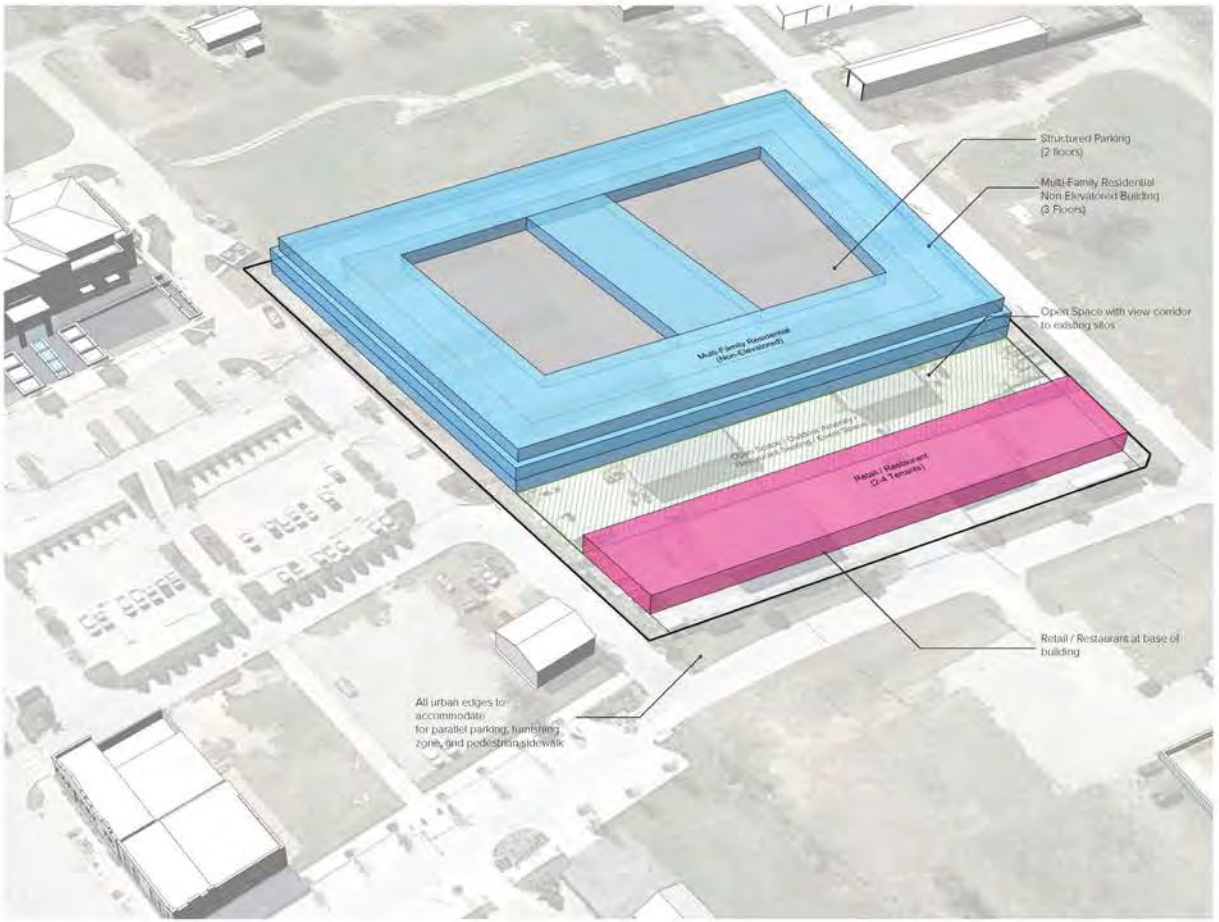
CATALYST PROJECT ECONOMIC ANALYSIS: SITE #1

DECEMBER 2021

Development Program				**Assumption Factors**	
	Number	Square Feet			
Retail/Restaurant/Entertainment		30,200			
Office/Employment		0			
Residential (Rental)	0	0		700	SF/Unit
Residential (For-Sale)	0	0		1,800	SF/Unit
Hotel/Lodging	30	24,000		800	SF/Unit
Gross Floor Area		54,200			
Project Land Area		139,697		3.21	Acres
Floor Area Ratio		39%			
Surface Parking	211	73,920		350	SF/Space
Structured Parking	0	0		350	SF/Space
Estimated Project Value (Stabilized Yr)					
Total Retail/Restaurant Rentable SF		30,200		100%	Bldg. Efficiency Ratio
Rent/SF*		$25.00			
Total Employment Rentable SF		0		100%	Bldg. Efficiency Ratio
Rent/SF*		$20.00			
Total Residential Rentable SF		0		90%	Bldg. Efficiency Ratio
Rent/SF		$30.00		$2.50	Monthly Rent/SF
Total Parking Spaces (Structured)		0			
Rent/Space		$600		$50	Monthly Rent/Space
Gross Income		$755,000			
Occupancy		90%			
Effective Gross Income		$679,500			
Operating Costs		$15,100		$0.50	$/SF (Wtd. Avg. All Uses)
Net Operating Income		$664,400			
Capitalization Rate		8.0%			
Project Value -- Retail/Restaurant/Entertainment		**$8,305,000**			
Total Housing Units		0			
Sales Price/Unit (Wtd Avg)		$350,000			
Gross Revenue		$0			
Less Marketing Costs		$0		7%	% of Sales
Net Sale Proceeds		$0			
Project Value -- For-Sale Housing		**$0**			
Total Hotel Rooms		30			
Average Daily Rate (ADR)		$175			
Gross Income		$1,916,250			
Occupancy Rate		70%			
Effective Gross Income		$1,341,375			
Operating Expenses		$600,000		$20,000	$/Room
Net Operating Income (NOI)		$741,375			
Capitalization Rate		9.5%			
Project Value -- Hotel		**$7,803,947**			
Total Project Value			**$16,108,947**		
* Retail rents based on triple net lease; Office rents based on gross lease.					
Development Cost Estimate					
Property Purchase (Acquisition/Demolition)		$2,793,940		$20.00	$/SF Land
On-Site Improvements (Surface Parking)		$633,600		$3,000	$/Space
On-Site Improvements (Structured Parking)		$0		$20,000	$/Space
Site Development (Mall, Park, Patio)		$1,476,000		$50.00	$/SF
Building Construction (Hard Costs)		$9,756,000		$180	$/SF (Wtd. Avg. All Uses)
Construction Contingency		$593,280		5%	% of Construction Costs
Soft Costs (% of Hard Costs)		$1,779,840		15%	% of Hard Costs
Developer Profit		$1,703,266		10%	% of Total Costs
Total Project Cost			**$18,735,926**	**$346**	**$/SF**
Development Economic Summary					
Total Project Value			**$16,108,947**		
Total Project Cost			**$18,735,926**		
Project Margin/"Gap"			**($2,626,979)**		
% Project Margin/"Gap"			**-14%**		

Source: Stantec and Ricker | Cunningham.

Town of Prosper | Site 2 (Low Density)



- PARK / OPEN SPACE / AMENITY
- RETAIL
- OFFICE
- RESIDENTIAL
- HOTEL / LODGING
- PARKING

Site 2 Totals

Program	Units / Spaces	Square Feet
Retail / Restaurant / Entertainment		24,000
Residential (Rental)	200	117,600
Gross Floor Area		201,600
Project Land Area		215,021
Floor Area Ratio		94%
Structured Parking	490	171,500

General assumptions for unit sizes can be found in the 'Catalyst Project Economic Analysis' Report from Rickel/Cunningham

2

CATALYST SITES PRELIMINARY VISIONING

PROSPER TEXAS
ECONOMIC DEVELOPMENT CORPORATION

DATE
February 2022

STANTEC
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1112 Pearl St.
Boulder, CO
80302

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DOWNTOWN PROSPER MASTER PLAN

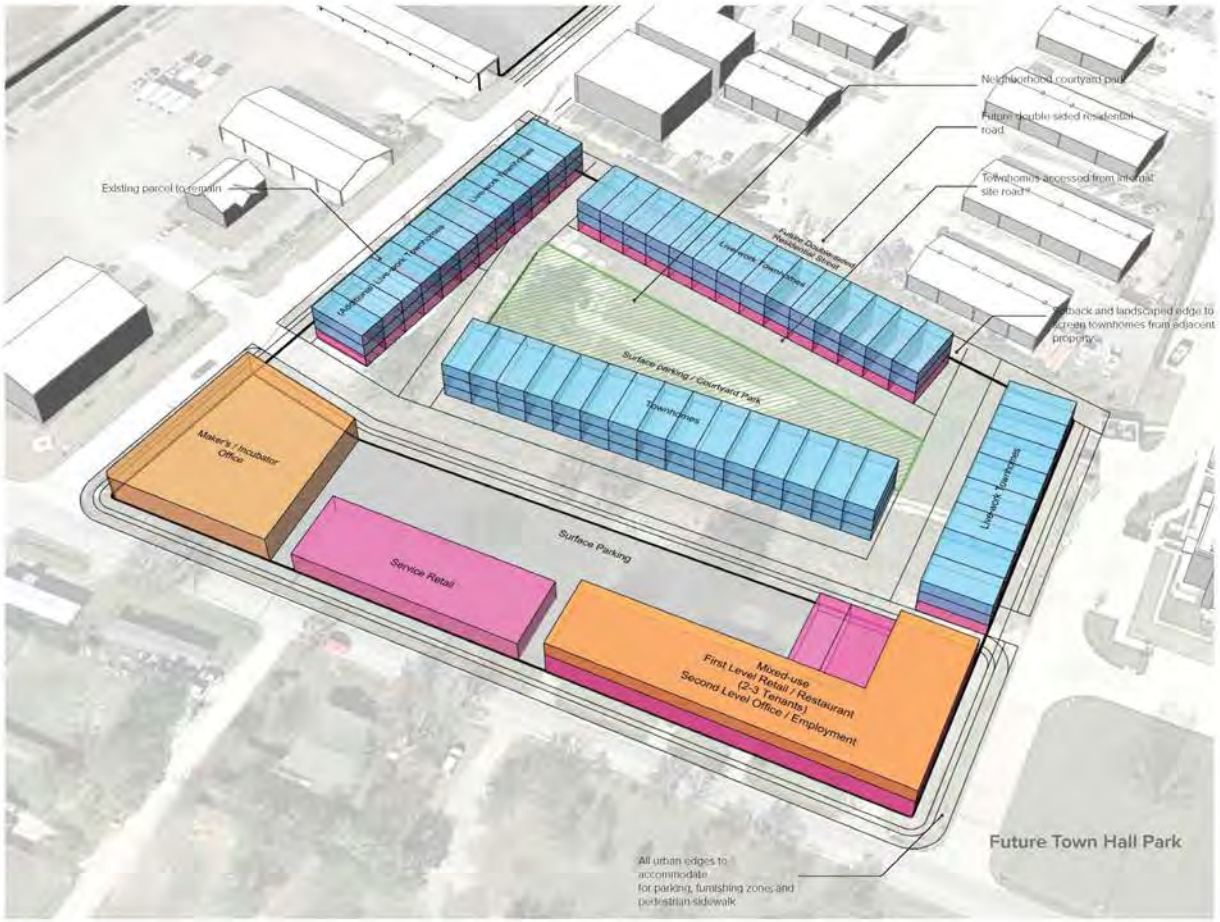
CATALYST PROJECT ECONOMIC ANALYSIS: SITE #2

DECEMBER 2021

Development Program				**Assumption Factors**	
	Number	Square Feet			
Retail/Restaurant		24,000			
Office/Employment		0			
Residential (Rental)	200	177,600		888	SF/Unit
Residential (For-Sale)	0	0		1,500	SF/Unit
Hotel/Lodging	0	0		800	SF/Unit
Gross Floor Area		201,600			
Project Land Area		215,021		4.94	Acres
Floor Area Ratio		94%			
Surface Parking	0	0		350	SF/Space
Structured Parking	490	171,500		350	SF/Space
Estimated Project Value (Stabilized Yr)					
Total Retail/Restaurant Rentable SF		24,000		100%	Bldg. Efficiency Ratio
Rent/SF*		$25.00			
Total Employment Rentable SF		0		100%	Bldg. Efficiency Ratio
Rent/SF*		$20.00			
Total Residential Rentable SF		159,840		90%	Bldg. Efficiency Ratio
Rent/SF		$30.00		$2.50	Monthly Rent/SF
Total Parking Spaces (Structured)		490			
Rent/Space		$600		$50	Monthly Rent/Space
Gross Income		$5,689,200			
Occupancy		90%			
Effective Gross Income		$5,120,280			
Operating Costs		$907,200		$4.50	$/SF (Wtd. Avg. All Uses)
Net Operating Income		$4,213,080			
Capitalization Rate		7.5%			
Project Value -- Retail/Restaurant		**$56,174,400**			
Total Housing Units		0			
Sales Price/Unit (Wtd Avg)		$350,000			
Gross Revenue		$0			
Less Marketing Costs		$0		7%	% of Sales
Net Sale Proceeds		$0			
Project Value -- For-Sale Housing		**$0**			
Total Hotel Rooms		0			
Average Daily Rate (ADR)		$175			
Gross Income		$0			
Occupancy Rate		70%			
Effective Gross Income		$0			
Operating Expenses		$0		$20,000	$/Room
Net Operating Income (NOI)		$0			
Capitalization Rate		9.5%			
Project Value -- Hotel		**$0**			
Total Project Value			**$56,174,400**		
* Retail rents based on triple net lease; Office rents based on gross lease.					
Development Cost Estimate					
Property Purchase (Acquisition/Demolition)		$4,300,428		$20.00	$/SF Land
On-Site Improvements (Surface Parking)		$0		$3,000	$/Space
On-Site Improvements (Structured Parking)		$9,800,000		$20,000	$/Space
Site Development		$295,200		$10.00	$/SF
Building Construction (Hard Costs)		$31,492,742		$156	$/SF (Wtd. Avg. All Uses)
Construction Contingency		$2,079,397		5%	% of Construction Costs
Soft Costs (% of Hard Costs)		$6,238,191		15%	% of Hard Costs
Developer Profit		$5,420,596		10%	% of Total Costs
Total Project Cost			**$59,626,554**	**$296**	**$/SF**
Development Economic Summary					
Total Project Value			**$56,174,400**		
Total Project Cost			**$59,626,554**		
Project Margin/"Gap"			**($3,452,154)**		
% Project Margin/"Gap"			**-6%**		

Source: Stantec and Ricker | Cunningham.

Town of Prosper | Site 3



Site 3 Totals

Program	Units / Spaces	Square Feet
Retail / Restaurant		25,000
Employment Flex / Incubator		25,000
Live-work (For Sale)	34	81,600
Townhome	15	27,000
Gross Floor Area		106,999
Project Land Area		201,813
Floor Area Ratio		53%
Surface Parking*	270	94,814

General assumptions for unit sizes can be found in the 'Catalyst Project Economic Analysis' Report from Ricker/Cunningham

**In model, townhomes are self-parked in design. Retail parking assumed to be incorporated into open space on site or district parking garage*

3

CATALYST SITES PRELIMINARY VISIONING

PROSPER TEXAS ECONOMIC DEVELOPMENT CORPORATION

DATE
February 2022

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Boulder, CO
80302

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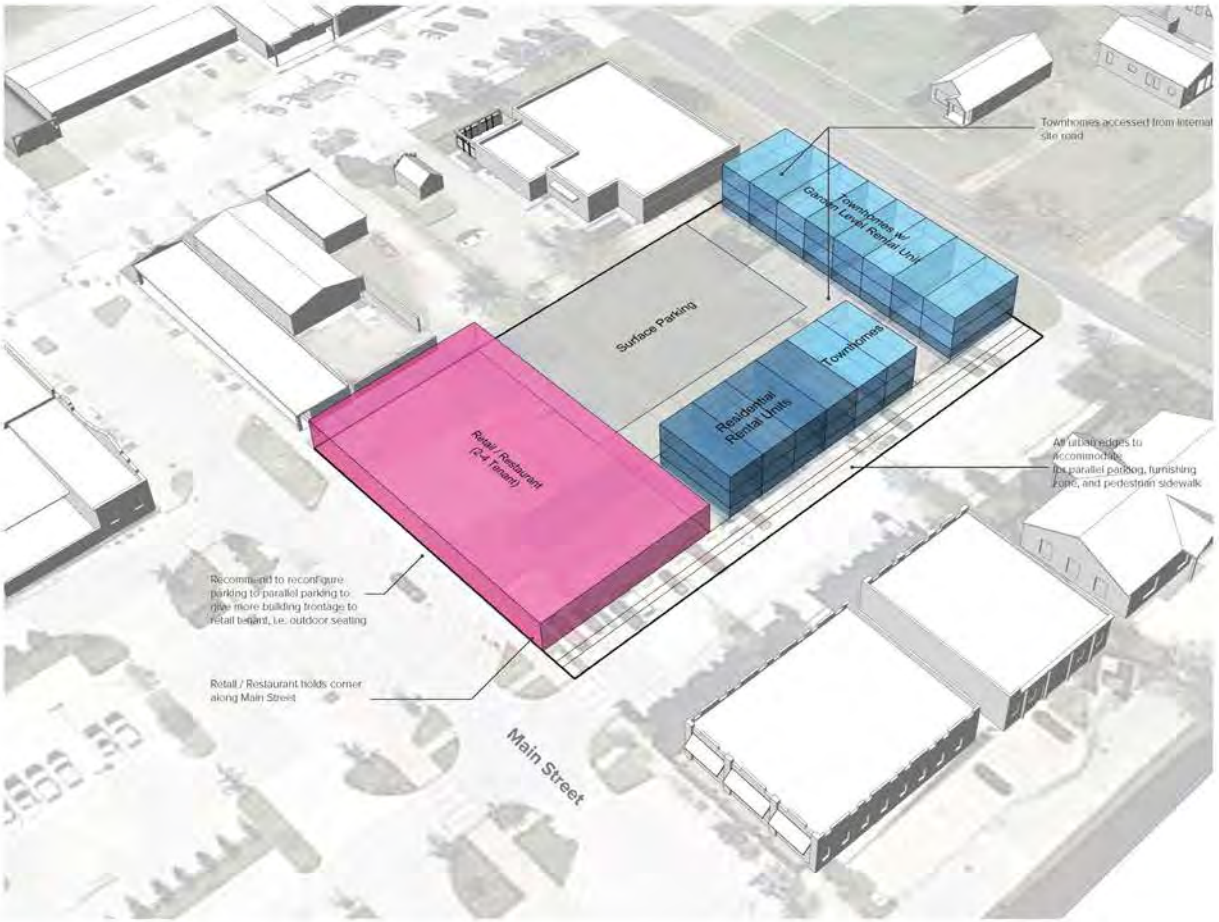
DOWNTOWN PROSPER MASTER PLAN
CATALYST PROJECT ECONOMIC ANALYSIS: SITE #3
REVISED MARCH 2022

Development Program				**Assumption Factors**	
	Number	Square Feet			
Retail/Restaurant		15,000			
Office/Employment		15,000			
Residential (Rental)	0	0		888	SF/Unit
Residential (For-Sale)	0	0		1,500	SF/Unit
Hotel/Lodging	0	0		800	SF/Unit
Gross Floor Area		30,000			
Project Land Area		77,101		1.77	Acres
Floor Area Ratio		39%			
Surface Parking	135	47,250		350	SF/Space
Structured Parking	0	0		350	SF/Space
Estimated Project Value (Stabilized Yr)					
Total Retail/Restaurant Rentable SF		15,000		100%	Bldg. Efficiency Ratio
Rent/SF*		$25.00			
Total Employment Rentable SF		15,000		100%	Bldg. Efficiency Ratio
Rent/SF*		$25.00			
Total Residential Rentable SF		0		90%	Bldg. Efficiency Ratio
Rent/SF		$30.00		$2.50	Monthly Rent/SF
Total Parking Spaces (Structured)		0			
Rent/Space		$600		$50	Monthly Rent/Space
Gross Income		$750,000			
Occupancy		90%			
Effective Gross Income		$675,000			
Operating Costs		$99,000		$3.30	$/SF (Wtd. Avg. All Uses)
Net Operating Income		$576,000			
Capitalization Rate		8.0%			
Project Value -- Retail/Restaurant		**$7,200,000**			
Total Housing Units		0			
Sales Price/Unit (Wtd Avg)		$350,000			
Gross Revenue		$0			
Less Marketing Costs		$0		7%	% of Sales
Net Sale Proceeds		$0			
Project Value -- For-Sale Housing		**$0**			
Total Hotel Rooms		0			
Average Daily Rate (ADR)		$175			
Gross Income		$0			
Occupancy Rate		70%			
Effective Gross Income		$0			
Operating Expenses		$0		$20,000	$/Room
Net Operating Income (NOI)		$0			
Capitalization Rate		9.5%			
Project Value -- Hotel		**$0**			
Total Project Value			**$7,200,000**		
* Retail rents based on triple net lease; Office rents based on gross lease.					
Development Cost Estimate					
Property Purchase (Acquisition/Demolition)		$963,763		$12.50	$/SF Land
On-Site Improvements (Surface Parking)		$405,000		$3,000	$/Space
On-Site Improvements (Structured Parking)		$0		$20,000	$/Space
Site Development		$295,200		$10.00	$/SF
Building Construction (Hard Costs)		$5,400,000		$180	$/SF (Wtd. Avg. All Uses)
Construction Contingency		$305,010		5%	% of Construction Costs
Soft Costs (% of Hard Costs)		$915,030		15%	% of Hard Costs
Developer Profit		$828,400		10%	% of Total Costs
Total Project Cost			**$9,112,403**	**$304**	**$/SF**
Development Economic Summary					
Total Project Value			**$7,200,000**		
Total Project Cost			**$9,112,403**		
Project Margin/"Gap"			**($1,912,403)**		
% Project Margin/"Gap"			**-21%**		

Source: Stantec and Ricker | Cunningham.

Town of Prosper | Site 4



Site 4 Totals

Program	Units / Spaces	Square Feet
Retail / Restaurant / Entertainment		16,000
Townhome (Rental)	20	16,000
Loft / Airbnb (Rental)	10	16,000
Gross Floor Area		48,000
Project Land Area		87,120
Floor Area Ratio		55%
Surface Parking*	130	45,500

General assumptions for unit types can be found in the 'Catalyst Project Economic Analysis' Report from Rickel/Cunningham

**To model, townhomes are self-parked in design*

4

CATALYST SITES PRELIMINARY VISIONING

PROSPER TEXAS ECONOMIC DEVELOPMENT CORPORATION

DATE
February 2022

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Boulder, CO
80302

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DOWNTOWN PROSPER MASTER PLAN
CATALYST PROJECT ECONOMIC ANALYSIS: SITE #4
REVISED MARCH 2022

Development Program				**Assumption Factors**	
	Number	Square Feet			
Retail/Restaurant/Entertainment		16,000			
Office/Employment		0			
Townhome (Rental)	20	32,000		1,600	SF/Unit (avg)
Loft/Airbnb (Rental)	8	12,800		1,600	SF/Unit
Hotel/Lodging	0	0		800	SF/Unit
Gross Floor Area		60,800			
Project Land Area		88,566		2.03	Acres
Floor Area Ratio		69%			
Surface Parking	140	49,060		350	SF/Space
Structured Parking	0	0		350	SF/Space
Estimated Project Value (Stabilized Yr)					
Total Retail/Restaurant Rentable SF		16,000		100%	Bldg. Efficiency Ratio
Rent/SF*		$25.00			
Total Employment Rentable SF		0		100%	Bldg. Efficiency Ratio
Rent/SF*		$20.00			
Total Townhome/Loft Rentable SF		40,320		90%	Bldg. Efficiency Ratio
Rent/SF		$30.00		$2.50	Monthly Rent/SF
Total Parking Spaces (Structured)		0			
Rent/Space		$600		$50	Monthly Rent/Space
Gross Income		$1,609,600			
Occupancy		90%			
Effective Gross Income		$1,448,640			
Operating Costs		$129,920		$2.90	$/SF (Wtd. Avg. All Uses)
Net Operating Income		$1,318,720			
Capitalization Rate		8.0%			
Project Value -- Retail/Restaurant		**$16,484,000**			
Total Housing Units		0			
Sales Price/Unit (Wtd Avg)		$350,000			
Gross Revenue		$0			
Less Marketing Costs		$0		7%	% of Sales
Net Sale Proceeds		$0			
Project Value -- For-Sale Housing		**$0**			
Total Hotel Rooms		0			
Average Daily Rate (ADR)		$175			
Gross Income		$0			
Occupancy Rate		70%			
Effective Gross Income		$0			
Operating Expenses		$0		$20,000	$/Room
Net Operating Income (NOI)		$0			
Capitalization Rate		9.5%			
Project Value -- Hotel		**$0**			
Total Project Value			**$16,484,000**		
* Retail rents based on triple net lease; Office rents based on gross lease.					
Development Cost Estimate					
Property Purchase (Acquisition/Demolition)		$2,214,150		$25.00	$/SF Land
On-Site Improvements (Surface Parking)		$420,510		$3,000	$/Space
On-Site Improvements (Structured Parking)		$0		$20,000	$/Space
Site Development		$295,200		$10.00	$/SF
Building Construction (Hard Costs)		$10,761,600		$177	$/SF (Wtd. Avg. All Uses)
Construction Contingency		$573,866		5%	% of Construction Costs
Soft Costs (% of Hard Costs)		$1,721,597		15%	% of Hard Costs
Developer Profit		$1,598,692		10%	% of Total Costs
Total Project Cost			**$17,585,614**	**$289**	**$/SF**
Development Economic Summary					
Total Project Value			**$16,484,000**		
Total Project Cost			**$17,585,614**		
Project Margin/"Gap"			**($1,101,614)**		
% Project Margin/"Gap"			**-6%**		

Source: Stantec and Ricker | Cunningham.

APPENDIX B

Implementation Matrix

Funding

To help track overall plan implementation, the following pages include each of the proposed recommendations and a brief description, along with the priority assigned and status.

Periodically throughout the year, the Town and partner organizations should review the current status of these recommendations and identify opportunities for further implementation, and to track the progress that has been.

Goal setting for implementation will be important in the overall success of this plan. These tables should be used as a tool to identify and assign goals throughout the year.

Political	Priority	Not Started	In Progress	Done
Town policy. Memorialize ongoing commitment to downtown redevelopment.				
Incentive policy. Prepare and adopt a community wide, and downtown-specific incentive policy.				
Informational activities. Involve the Town's leaders in routine updates, events, programs, and discussions.				
Comparative communities. Identify examples of communities with similar project components for elected officials to tour.				
Streamlined entitlement review. Establish eligibility criteria for streamlined entitlement review and approval processes.				
Informational sessions. Schedule a series of informational meetings with the Town's leaders regarding a variety of topics reflected in the vision and Master Plan.				
Measurement benchmarks. Work with the Town's leaders to establish criteria (or benchmarks) that will be used to measure the impact of certain redevelopment initiatives.				

Organizational	Priority	Not Started	In Progress	Done
Formalize stakeholder organizations. Establish the structure for those that will have a key role in supporting and implementing the Master Plan.				
Identify clear roles. Each key stakeholder organization should identify specific plan implementation actions that they have the resources and will commit to advancing.				
Communication plan. Develop a clear communication plan among the key stakeholder organizations.				
Main Street Texas. Engage with Main Street Texas and evaluate the eligibility of downtown Prosper for nomination as a Texas Main Street.				
Town department support. Engage the Town departments in the downtown redevelopment process and build support within to ensure departments work collaboratively.				
Event guidelines. Work with the Development Services Department and Parks and Recreation Department to establish specific event guidelines specific to downtown.				
Additional organizations. Identify additional organizations that may have an interest in supporting continued investment in, and visitor attraction to downtown.				
Citizens' academy. Continue supporting the citizens' academy program to grow civic awareness among area residents, business and property owners, institutional representatives, and others.				
Ambassador program. Within the citizen's academy program develop an ambassador component for participation during community events or at peak times to welcome visitors.				

Regulatory	Priority	Not Started	In Progress	Done
Downtown mixed-use zoning district. Establish a new downtown mixed-use zoning district.				
Design guidelines. Incorporate design guidelines within the new downtown mixed-use zoning district.				
Designated Business and Developer Program. Promote the Town's recently established Designated Business and Developers Program.				
Historic preservation. Establish a historic preservation element within the zoning code.				

Regulatory	Priority	Not Started	In Progress	Done
Incentive framework. Adopt a general framework for awarding funding or other incentives (such as bonus density) to ensure a minimum level of uniformity in awards.				
Shared parking strategy. Adopt a shared parking strategy that allows for reduced parking requirements as part of an overall parking management and revenue system.				
Short-term business permitting. Amend existing permitting requirements to accommodate short-term or pop-up retail, art, or other similar commercial uses in downtown storefronts.				
Old Town Transportation Plan. Update the Old Town Transportation Plan as downtown development and roadway designs proceed.				
Streetscape master plan. Adopt a streetscape master plan for downtown west of Coleman Street that future development and redevelopment, including Town capital projects shall comply with.				
Public art. Adopt a public art contribution program and ordinance for all private and publicly funded new development or major rehabilitation projects within downtown.				
Parking regulations. Adopt downtown parking regulations and consider establishing a mobility enterprise that allows for short-term visitor parking and / or metered street or fee-based.				
Hike and Bike Trail Master Plan. As streetscape improvements are completed, including sidewalks, bike lanes, and the multi-path, incorporate or make appropriate modifications.				
Thoroughfare Plan. As needed, update the Prosper Thoroughfare Plan based on redevelopment plan recommendations or as further design is completed based.				
Parks, Recreation, & Open Space Master Plan. Continue to evaluate to the Parks, Recreation, & Open Space Master Plan and identify any future investment that may be warranted for a new downtown park, and update the Parks, Recreation, & Open Space Master Plan accordingly.				

Physical	Priority	Not Started	In Progress	Done
Infrastructure and utility condition and capacity. Determine the condition and capacity of existing infrastructure and utilities.				
Capital improvement priorities. Prioritize capital improvements and aesthetic enhancements downtown that support a system of shared infrastructure.				

Physical - Cont'd.	Priority	Not Started	In Progress	Done
Downtown Plaza. Identify and incorporate opportunities for larger public gathering areas for programmable use such as removal of the northeast portion of the surface parking lot at Town Hall.				
Crockett Street. Develop detailed designs and fund the improvement Crockett Street.				
S. Main Street. Develop detailed designs and fund the reconfiguration of S. Main Street.				
Downtown Green. Develop detailed design and program plans and budget for construction of a Downtown Green located south of Town Hall between Crockett and Main Streets.				
Downtown Connector. Develop detailed design plans to connect the Downtown Green to W. Broadway Street with a formalized plaza in the space gained by reconfiguring W. Main Street.				
Landscape design. Develop detailed landscape design plans for the streetscapes, including enhanced landscape for street sections where medians may be installed.				
Parking strategy. Develop a near- and long-term parking strategy for public, private, and shared facilities, including spaces on-street and in alleyways.				
Branding. Engage a branding specialist to assist in developing the downtown "look and feel" that should be used in signage and wayfinding, gateways, streetscape furnishings, lighting, temporary signage such as for special events, and other features.				
Furnishings plan. Develop a detailed street furnishings plan and budget to expand on what has already been installed.				
Neighborhood improvement. Develop a neighborhood improvement plan for the residential portions of downtown to include the installation of sidewalks, pedestrian scale lighting, and shade trees within all right-of-ways.				
Signage and wayfinding. Design an overall signage and wayfinding program.				
Gateways. Develop gateway features expanding on those already developed with hierarchy appropriate to the location.				
Intersection improvements. Design intersection improvements to increase awareness of activity areas and promote traffic calming.				

Physical - Cont'd.	Priority	Not Started	In Progress	Done
Redevelopment parcels. Evaluate and consider acquisition of future key redevelopment parcels for later resale to targeted private development.				
Neighborhood pocket parks. Evaluate and consider acquisition of select vacant parcels within the single-family portion of downtown for development as neighborhood pocket parks.				
Public facilities. Evaluate the potential location and cost to construct and maintain public restrooms within the commercial downtown.				
Future roadway connections. Incorporate the primary connector road once detailed design is complete to access for the major new development proposed south of W. First Street.				
Canopy trees. Incorporate mature canopy street trees within the commercial downtown.				
Shared Dumpsters. Incorporate locations to support shared dumpster use.				
Alleyway Improvements. Improve all unimproved alleys within the downtown area.				

Financial	Priority	Not Started	In Progress	Done
Neighborhood Empowerment Zone. This program should be promoted and used as an incentive with Town approved design guidelines.				
Economic Development Sales Tax. Continue to support downtown redevelopment where possible from this funding source and, if possible, provide a consistent annual allocation.				
Create a Tax Increment Reinvestment Zone (TIRZ). Establish a TIRZ for overall downtown Prosper.				
Focus existing resources. Prioritize investment downtown through all funding sources including the NEZ, HOT Tax, the PEDC, and the Town capital improvement plan and annual budget.				
Evaluate the potential of additional funding resources. Additional sources of funding should be evaluated for the contribution they can make toward funding elements of the plan.				
Engage the lending community. Engage area lending institutions to solicit their participation in pooling resources (e.g., Community Reinvestment Act (CRA) earmarked monies).				
Special events grant. Consider establishing an annual special events grant program funded by the City to draw events to downtown that will attract visitor and consumer spending.				

Financial - Cont'd.	Priority	Not Started	In Progress	Done
Public Art. Investigate and establish a public art contribution program and ordinance for all private and publicly funded new development or major rehabilitation projects within downtown.				
Municipal Management District. Explore the creation of a Municipal Management District, or identify a comparable mechanism.				
Hotel Occupancy Tax. Utilize these funds to attract tourism by investing in the public realm improvements called for in this plan.				

Market	Priority	Not Started	In Progress	Done
Site assembly. Establish a site assembly program for evaluation of acquisitions for the purpose of acquiring the properties needed for development projects.				
Marketing to developers. Identify and solicit the interest of local and regional developers with experience in downtown redevelopment.				
Geographic phasing. Choose a subarea of one or two blocks within the downtown area for an initial focus, completing all development and public realm improvements in that area.				
Branding. Develop a downtown "brand."				
Business incubator. Prepare a business plan to identify and support potential "temporary" businesses such as "pop up stores" and / or food trucks.				
Retail recruitment. Identify or establish a retail recruitment program to attract strategic anchor businesses in target markets such as restaurant, retail store categories, etc.				
Predevelopment activity. Perform predevelopment tasks such as platting, street dedication, rezoning, conducting environmental investigation, preliminary development approvals, etc.				
Site assembly. Establish a site assembly program.				
Mitigate development impacts. Develop and employ programs to support the Downtown Business Alliance and for mitigating potential adverse impacts associated with new construction.				
Market studies. Commission a detailed market study to research and document the market demand context and achievable rents for residential and retail development in downtown Prosper.				

Parking

APPENDIX C

While the Committee's recommended parking supply for the four catalytic sites will ensure ample parking for the proposed development, based on national standards from the ITE plus the ULI—both of which include hundreds of observations from across the country for similar land uses—applied to our model of future parking demand, there will be a significant number of empty parking spaces. Combined with nearly 400 empty spaces in downtown today at the peak of existing demand, empty parking spaces will consume a lot of land, constrain the public realm and present a serious financial challenge for developers—especially those interested in making a viable mixed-use and walkable downtown.

Therefore, it is recommended that a significantly smaller shared parking supply of 718 new spaces be developed for the catalyst sites. However, these spaces will only operate efficiently if certain elements of Prosper's parking code are revised to enable sharing. These include:

- Removing the Chapter 4.6.F. stipulation that "Shared parking must be on the same site," otherwise the catalyst sites cannot share parking.
- Doubling the Chapter 4.7.A. accessory off-site parking radii from 300 and 600 feet to 600 feet (a 3 minute walk) and 1,200 feet (a 6 minute walk).

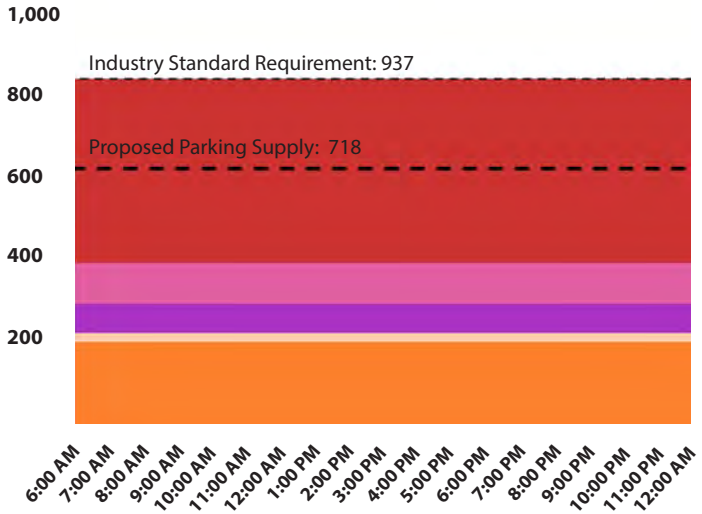
While these changes will benefit the current proposed catalyst sites, the benefits of shared parking would not pass on to other existing or future land uses without other changes. In particular, if the Town were to treat the entire downtown as a shared parking district, parking efficiencies have the opportunity to attract compatible development that is focused on a quality public realm, rather than excessive areas of parking. Parking operations and enforcement changes that make customer parking areas clear to visitors—whether or not they are under public control—and promote long-term parking in appropriate areas that do not detract from front-door customer parking would help visitors and regulars alike with clear parking expectations. Shared districts often offer a pool of spaces to new development, allowing underutilized facilities to become utilized—sometimes as new revenue for an existing landowner, while offering the savings of not building new parking. Consistent signing, wayfinding, rules and access designs are other common features that could easily make downtown attractive and work efficiently.

To make a shared approach work, many additional changes to the current code are needed:

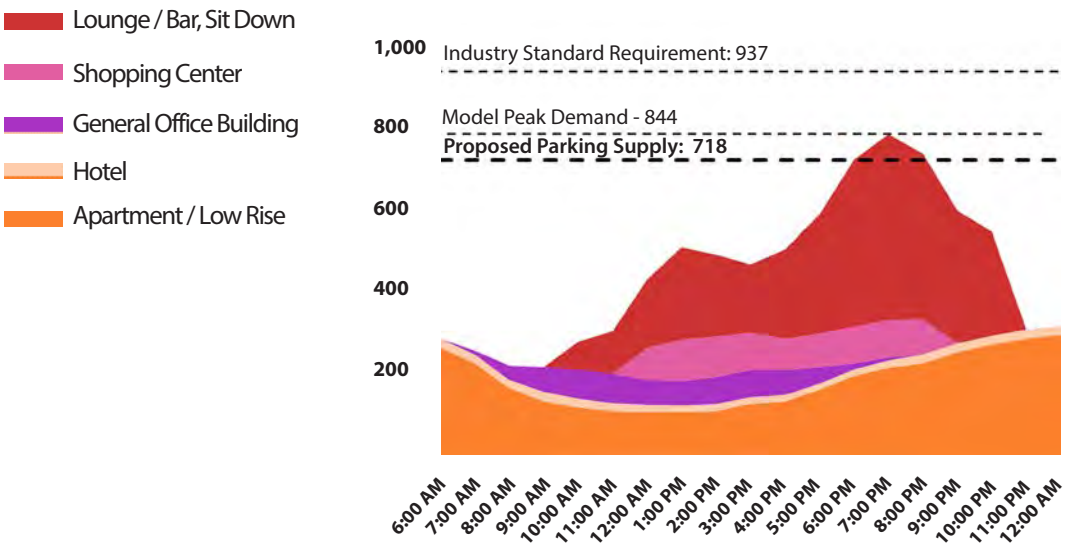


- While the 50% reduction in downtown requirements (Chapter 4.6.F. and Chapter 4.7.C.) is intended to promote sharing, a better approach is to adopt a shared reductions table that encourages a better mix of uses, such as the example on the next page.
- Conditional approvals of shared parking (Chapter 4.6.F.) and the ability to rescind those approvals is too risky for most developers and effectively nullifies the Town's intent. These should be removed so sharing is as-of-right.
- Off-site sharing is a necessity, not only for the current catalyst sites, but for similar future developments, as well as any existing parcel seeking to intensity its use or redevelop if there isn't sufficient land today. However, Chapter 4.7.B. requires a written agreement approved by the Town Attorney, again increasing the hurdle to develop in downtown. The Town is better-off providing simple guidance and samples to future developers of shared-use agreements, including clear guidance on liability and maintenance, leaving the ultimate decision to the private parties.
- The Town should consider adopting clear language which guarantees that any landowner who shares their parking does not lose their own allotment of recorded spaces, avoiding any fears that sharing would remove credit for existing parking.

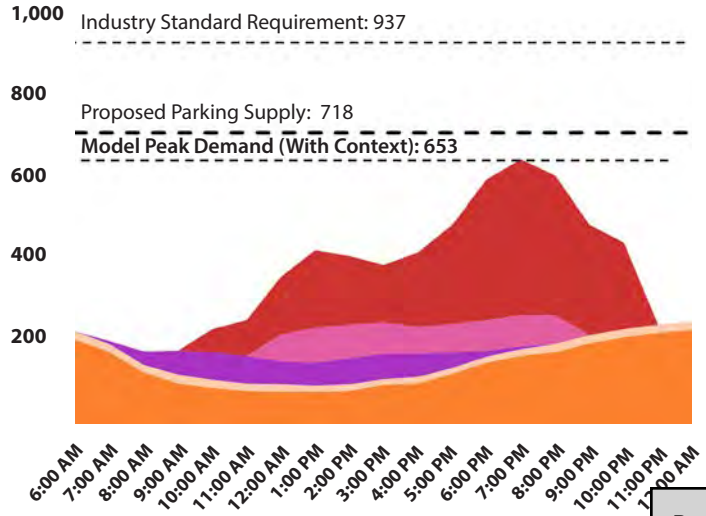
Standard Parking Analysis



Parking Demand & Time of Day



Parking Demand with Context



Parking

Catalytic Sites Shared Parking Demand Modeling

Land Use Type	Units	Catalyst Concepts				Total
		Catalyst #1	Catalyst #2	Catalyst #3	Catalyst #4	
Office	Sq. Ft.			25,000	4,000	29,000
Retail	Sq. Ft.	15,100	12,000	12,500	8,000	47,600
Restaurant	Sq. Ft.	15,100	12,000	12,500	8,000	47,600
Apartments / Townhomes	Units		200	12	30	242
Hotel	Units	30				30
Proposed Parking Supply	**Spaces**	**138**	**320**	**176**	**85**	**718**

Street Name	Units	Total
Unshared Peak Demand	Vehicles	**937**
Shared Peak Demand (No Context)	Vehicles	**718**
Shared Peak Demand (with Context)	Vehicles	**653**

Sample Shared Parking Reductions by Use

Land Use Type	12 AM - 7 AM	7 AM - 6 PM	6 PM - 12 AM
Office	5%	100%	5%
Retail	0%	100%	50%
Residential	100%	55%	85%
Restaurant	5%	70%*	100%
Industrial	5%	100%	5%
Hotel	100%	65%	90%
Church	0%	10%	30%
Cinema / Live Entertainment	0%	70%	100%

** 0% if shared with over 150,000 sq ft of office space*

Funding

APPENDIX D

The funding strategy for Prosper to implement the Master Plan will rely on identifying the various funding sources and opportunities to leverage these against one another to maximize overall return. Many of the actions included in the implementation plan have little cost beyond staff time while others will take a long-range planning a clear strategy to fund.

The implementation section of this plan includes "sponsors" or those who should take the lead or have a role in each action. Understanding which organization has the ability and willingness to undertake each will be a key first step to success.

The Town will have a primary role in nearly all actions. As such, it should evaluate each of these and identify which ones may be accomplished through normal government operations and with minimal cost. Actions that relate to processes, organization, or the regulatory framework would be among these. Some of the actions may be incorporated into the Town's capital improvements planning or have funds allocated during the annual budget process. Others will require substantial additional monies likely to be received through grant funds. Many of these, and generally all federal grants which are the most substantial, typically require a 20% non-federally funded match. It will be essential that the Town plan in advance the grants it may choose to pursue, understand it's match requirements, and begin budgeting accordingly. Additionally, many state grants are funded by the federal government and are typically not eligible match funding - meaning, the local government or it's partners must plan for their required contribution.

Some of the implementation actions pertain to establishing or utilizing additional revenue sources by the Town including the creation of a TIRZ or a Municipal Management District, and the eventual use of HOT funding following hotel development downtown. These sources are ideal sources to earmark for grant funding match requirements because they do not draw from the Town's existing revenue sources and their revenues are g predictable and can be seen as reliable funding sources by grantor's.

The PEDC will be another arm of the overall plan implementation and can assist the Town in funding some projects directly while also pursuing additional funding on behalf of the Town. The PEDC can also be helpful in building support for establishment of the TIRZ or MMD, and help in growing the Downtown Business Alliance and it's ability to generate revenue for certain components of implementation.

The Appendix of this report includes matrices of funding sources under several categories; Outdoor Recreation, Underground Utilities, Transportation, Small and Local Business Development, Event and Programming, and Branding and Tourism. Within each of these grants are feature the specific program, eligible use of funds, maximum grant awards, and funding cycles, among others.

As the Town proceeds with implementation it will be important to evaluate these for opportunities to stack funding sources. The simplest way to do this is identify a grant program project that will have a large impact and that the Town is prepared to provide matching funds for, and then identify all additional grants that may contribute to portions of the overall project for which the Town's existing allocation of funding may also be applied to. For example, a grant pursuit for roadway improvements may also leverage the Town's local contribution against for a mobility grant that may fund sidewalks, lighting, wayfinding and signage, and an outdoor recreation grant that may fund stormwater components and landscape.

The following page provides an overview of the various types of activities that may be funded under each of the grant categories included within the matrices.

Grant Program	Typical Grant Uses
Outdoor Recreation	Recreational trails and facilities, conservation projects including community outreach, water and stormwater improvements, nature based infrastructure, action plans, cultural, arts, and tourism facilities, workforce training and capacity building, outdoor recreation programs and facilities, acquisition of recreation (land) areas and development costs, signage, landscaping and beautification, public art, artist and creative industry support, creative business development, art in roadways (murals) and public spaces such as plazas, bicycle infrastructure, and build, rebuild or refresh community spaces.
Underground Utilities	Construction, non-construction, technical assistance, revolving loan fund projects, water, wastewater, septic tanks, roads and streets, general drainage, and parks and recreational activities (limited).
Transportation	Public safety, intercity transit - bus and vehicles, bicycle infrastructure, shared use paths, sidewalks improvements, infrastructure related to any non-motorized transportation, buses and bus facilities, technology introductions and innovation, planning and engineering design funding, general roadway improvements, master or corridor plans, risk assessments, activities to increase civic engagement, supporting vibrant spaces by improving access to open spaces, parks and other community amenities, general walkability, signage and wayfinding, housing, and public art.
Small and Local Business Development	Projects that benefit small and emerging businesses in rural areas, technical assistance including project planning, business counseling and training, market research, feasibility studies, professional or technical reports, acquisition or development of land, easements, or rights of way, construction,conversion and renovation of existing buildings, improvements for access to streets and roads, parking areas, and utilities, pollution control, start-up loans and working capital, distance adult learning for job training, technology-based economic development, and other job training.
Event and Programming	Activities to support art, craft and culinary arts, dance, design and architecture, film and medial, fold and traditional, literal, musical, visual arts, theater and performance, and other formal and informal creative practices, support for fundraisers and other events such as galas, festivals, parades, and general operations or organization, projects that increase awareness and understanding of access to preventative health care services, chronic disease management, community involvement, and branding and brand visibility.
Branding and Tourism	Projects that benefit small and emerging businesses in rural areas, technical assistance including project planning, business counseling and training, market research, feasibility studies, professional or technical reports, acquisition or development of land, easements, or rights of way, construction,conversion and renovation of existing buildings, improvements for access to streets and roads, parking areas, and utilities, pollution control, start-up loans and working capital, distance adult learning for job training, technology-based economic development, and other job training.

Potential Funding Sources for Prosper, TX Outdoor Recreation - recreation and greenspace; public art; gateways and wayfinding				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
National Recreational Trails Fund	Federal Highway Administration, administered by Texas Parks & Wildlife	To fund motorized and non-motorized trail projects.	Local Governments	Funds can be spent on both motorized and non-motorized recreational trail projects such as the construction of new recreational trails, to improve existing trails, to develop trailheads or trailside facilities, and to acquire trail corridors.
National Parks Service Rivers, Trails and Conservation Assistance (RTCA)	National Parks Service (NPS)	The main focus areas of this program are building healthy communities, conservation, engaging youth in outdoor recreation, and facilitating support between NPS and communities to achieve shared goals.	State and local governments, tribes, nonprofits, or citizen organizations.	This program provides technical assistance to community led conservation and outdoor recreation projects throughout the country. The types of assistance includes: community outreach strategies, developing concept plans for trails and parks, creating project management and action plans, engaging collaborative partners and stakeholders, and other consulting services that can be tailored towards the needs of the project.
Competitive Tourism & Outdoor Recreation Grants	US Economic Development Administration (EDA)	Competitive grants will help tourism communities invest in infrastructure, workforce, or other projects to support the recovery of the industry and economic resilience of the community in the future.	States, cities, counties; Indian tribes; commonwealths and territories of the US; and nonprofits.	"(1) Water and stormwater/wastewater improvements. (2) Pier construction and improvements. (3) New outdoor recreation and trail infrastructure and public access enhancements. (4) Nature-based infrastructure and public access enhancements. (5) Cultural, arts, and tourism facilities (e.g., visitor or tourist information centers). (6) Workforce training facilities and capacity building programs. (7) Accessibility enhancements. (8) County-wide or multi-state travel, tourism, or outdoor recreation promotion (Because state and local tourism promotion and marketing projects are eligible uses of funds under State Tourism Grants, such projects are not eligible under the EDA Competitive Tourism Grants component.)"
Local Parks Grants	Texas Parks and Wildlife Department (TPWD)	The Local Park Grant Program consists of 5 individual programs that assist local governments with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. Emphasis on public health, safety, the natural environment, barrier-free access, and the protection of recreational community values of the area.	The 5 different grant programs include: Small Community (population <20,000), Nonurban Outdoor Recreation (<500,000 people), Nonurban Indoor Recreation (<500,000), Urban Outdoor Recreation (>500,000), & Urban Indoor Recreation (>500,000). Eligible applicants includes cities, counties, utility districts, and other special districts. Applications must receive at least one public hearing prior to submission."	Eligible projects may consist of basic outdoor recreation facilities and related support facilities that serve the general public. Facilities may be developed, renovated, or redeveloped on lands or water owned or controlled by the applicant. Examples of eligible development projects: playgrounds, trails, golf courses, sports courts, community gardens, recreational support facilities.

Potential Funding Sources for Prosper, TX Outdoor Recreation - recreation and greenspace; public art; gateways and wayfinding - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
80% of project costs, up to $200,000 for non-motorized trail grants and a maximum award of $400,000 for motorized (off-highway vehicle) trail grants.	Thirty percent of the total NRTF grants must be spent on motorized recreational trails, while another 30 percent must be spent on nonmotorized trail projects. The remaining 40 percent is discretionary.	Annual solicitation, February 1 deadline.	"Trey Cooksey, (512) 389-8743 trey.cooksey@tpwd.texas.gov"	https://tpwd.texas.gov/business/grants/recreation-grants/recreational-trails-grants
This is a nonmonetary grant program. NPS assists communities by providing a broad range of services and support. They are also helpful in bringing funding partners to the table.	NPS recommends applicants consult with a staff member at least 30 days prior to the application deadline.	This program is offered on an annual basis. The next application deadline is March 1, 2023.	Intermountain Region Program Manager Ericka Pilcher, RTCA_Apps_IMR@nps.gov	"https://www.nps.gov/orgs/rtca/apply.htm"
"The program will fund 80-100% of a project between $500,000 and $10,000,000. In determining the grant rate, EDA's Grants Officers in the applicable Regional Office will consider on a case-by-case basis whether the circumstances of the proposed project warrant a larger federal share."	"Must align with regional Comprehensive Economic Development Strategy (CEDS) document or the creation of a CEDS. Work with and/or secure support of North Central Texas Council of Governments (NCTCG). "	Anticipate this to be an annual program from the US EDA.	"NCTCOG: Lucille Johnson ljohnson@nctcog.org Prit Patel ppatel@nctcog.org USEDA: Robert Peche 512-568-7732 rpeche1@eda.gov"	
Grant funds are provided on a matching basis with the local applicant providing 50% of the project costs that must be available at the time of the application. The grant ceiling for the Local Parks Nonurban Outdoor Recreation Program is $750,000. The grant ceiling for the Nonurban Indoor Recreation Program is $1 million.	For Small Community and Non-Urban Outdoor and Indoor Recreation Grants Programs, all active projects that are at least 2 years old must be reimbursed for a minimum of 50% of the approved grant amount. The total of approved grant funds that have not been reimbursed may not exceed $2 million for all active grant projects.	Local Parks Grants are funded on an annual basis. Applications typically open at the beginning of September with an application deadline of December 4th. Awards are announced in May.	Local Parks Program Manager Dan Reece, (512) 389-4656, dan.reece@tpwd.texas.gov	"https://tpwd.texas.gov/business/grants/recreation-grants/about-local-parks-grants"

Potential Funding Sources for Prosper, TX Outdoor Recreation - recreation and greenspace; public art; gateways and wayfinding				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
Local Parks Non-Urban Outdoor Recreation	Texas Parks and Wildlife Department (TPWD)	"To assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. "	Eligible applicants includes political subdivisions of the State of Texas legally responsible for providing public recreation services to their citizens. This includes cities, counties, river authorities, municipal utility districts, and other special districts. For this program, community must be 500,000 or less in population.	Acquisition and/or development of public recreation areas and facilities. Points may be received through the applicable "Project Priority Scoring System" for projects which meet priorities identified in Department-accepted, locally-endorsed parks, recreation, and open space master plans. A jurisdiction wide master plan is NOT required to participate in the grant program, nor does Texas Parks & Wildlife Department's acceptance of a plan guarantee that points will be awarded for any project. There are no points in the Small Community scoring criteria for having a master plan. Master Plans must be submitted to TPWD at least 60 days prior to the grant deadline in which you wish to participate in order to be considered for points.
Recreational Trails Grants	Texas Parks and Wildlife Department (TPWD)	In conjunction with the Federal Highway Administration, this federally funded program receives its funding from federal gas taxes paid on fuel used in non-highway recreational vehicles.	Local Governments	Funds can be spent on both motorized and non-motorized recreational trail projects such as the construction of new recreational trails, improvements to existing trails, navigational aids such as signage, development of trailheads or trailside facilities, and to acquire trail corridors.
Community Outdoor Outreach Program (CO-OP)	Texas Parks and Wildlife Department (TPWD)	To engage the target under-represented audiences in outoor recreation, environmental education and conservation.	Tax-exempt organizations such as local government, Universities, school districts, and non-profit organizations.	"Programming for outdoor recreation, environmental education, and / or conservation. Eligible expenses include: Personnel, Food and Travel, Training, Participant liability insurance, Fees (Park, Program, and Lodging fees), Outdoor service project expenses, Supplies and equipment. Funds cannot be used for facility construction projects, gazebos, ponds, benches, trail building, etc. The CO-OP grant is to be used to fund programs, not construction projects."
Governor's Community Achievement Awards	Keep Texas Beautiful in partnership with Texas Department of Transportation	To award Texas communities for their outstanding overall efforts to keep their communities beautiful.	Texas communities	The funds are to be used for landscaping projects along local rights-of-way. A community's environmental program is judged on achievements in seven areas: community leadership and coordination, public awareness, education, beautification and community improvement, litter prevention and cleanup, solid waste management, litter law and illegal dumping enforcement.
Texas Commission on the Arts (TCA)	Texas Commission on the Arts (TCA)	Investing in a creative Texas.	Any county, municipality, or other political subdivision of Texas undertaking a public construction project estimated to cost more than $250k	Staff are available to advise on conducting a public art project ranging from scoping the project, developing the RFP, identifying committee members, developing a review process, intellectual property rights, conservation, etc.

Potential Funding Sources for Prosper, TX Outdoor Recreation - recreation and greenspace; public art; gateways and wayfinding - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
Will fund 50% of project costs, up to $750,000.	"All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public. All applicants must hold at least one public hearing prior to submission."	Annually, October 1.	"Dan Reece, (512) 389-4656 dan.reece@tpwd.texas.gov"	-
Maximum award of $200,000 for non-motorized trail grants and maximum award of $400,000 for motorized trail grants.	Reimbursable grants can be up to 80% of project costs.	The annual application deadline is February 1st. Awards are typically announced in May. In 2016, TPWD approved $3.54 million in recreational trail grants to fund 22 projects throughout the state.	"Recreational Trails Program Manager Trey Cooksey, (512) 389-8743, trey.cooksey@tpwd.texas.gov "	https://tpwd.texas.gov/business/grants/recreation-grants/recreational-trails-grants
"Grants up to $60,000; no match required. "	Target demographics include female, ethnic minority, low income, and individuals with a disability. Projects can serve other audiences, however, proposals who serve the target audience will be more competitive in the scoring evaluation process.	Annually, November 1.	"Carly Blankenship (512) 389-8209 carly.blankenship@tpwd.texas.gov"	https://tpwd-recgrants.intelligrants.com/Portal2.aspx?&sitID=15
Ten winning communities will split $2 million with the amount awarded based on population size. Ranges from category 1 (<3,000 population) receiving $90k through category 10 (>180,000 population) receiving $310K.	After being awarded an applicant is not eligible for four years.	Applications for the 2022 awards are closed. Anticipate 2023 annual cycle will open January 2023 and close February 2023.	Sara Nichols- sara@ktb.org	https://www.ktb.org/gcaa
No maximum grant amount or matching requirements listed	A percent not to exceed one percent of the cost of the construction project shall be used for fine arts projects.	No cycles listed.	Laura Wiegand (512)-936-6565 laura@arts.texas.gov	https://www.arts.texas.gov/initiatives/public-art/

Potential Funding Sources for Prosper, TX Outdoor Recreation - recreation and greenspace; public art; gateways and wayfinding				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
Our Town	National Endowment for the Arts	Supports projects that integrate arts, culture, and design activities into efforts that strengthen communities by advancing local economic, physical, and/or social outcomes.	Partnerships required between governmental, nonprofit, and private sector leadership. These partnerships must involve two primary partners, as defined by these guidelines: Nonprofit organization; Local government entity; and one of these two primary partners must be a cultural (arts or design) organization.	"Projects may include activities such as: Arts Engagement: Artist residency, Arts festivals, Community co-creation of art, Performances, Public art; Cultural Planning: Creating a cultural plan, or integrating plans and policies around arts and culture as part of a city master planning process, Cultural district planning, Creative asset mapping, Public art planning; Design: Artist/designer-facilitated community planning, Design of artist space, Design of cultural facilities i.e. design processes to support the creation of a dedicated building or space for creating and/or showcasing arts and culture, Public space design i.e. The process of designing elements of public infrastructure, or spaces where people congregate (e.g., parks, plazas, landscapes, neighborhoods, districts, infrastructure, and artist-produced elements of streetscapes). Artist and Creative Industry Support: Creative business development, Professional artist development."
Asphalt Art Initiative	Bloomberg Philanthropies	Using art to reimagine roadways and vertical infrastructure, improving street safety, revitalizing public spaces, and bringing communities together.	U.S. cities with populations of approximently 30,000-500,000	"Three categories: 1. ART ON THE ROADWAY - mural projects on paved areas that are accessible to motor vehicles, such as intersections, crosswalks, and other surfaces within the active roadway. 2. ART IN PEDESTRIAN SPACE - art projects on paved areas that are inaccessible to motor vehicles while the artwork is in place, such as curb and sidewalk extensions as well as any surface that has been temporarily or permanently converted into a public space or plaza. 3. ART ON VERTICAL INFRASTRUCTURE - art projects installed on vertical infrastructure, including utility boxes, traffic barriers, and highway underpasses. "
Community Grants	People for Bikes	To build momentum for bicycling in communities across the U.S.	Non-profit organizations, city or county agencies or departments, and state or federal agencies working locally	Bicycle infrastructure projects such as: Bike paths, lanes, trails, and bridges; Mountain bike facilities; Bike parks and pump tracks; BMX facilities; End-of-trip facilities such as bike racks, bike parking, bike repair stations and bike storage.
Globe Life Texas Rangers Baseball and Softball Grant Program	Texas Rangers Baseball Foundation	To support the growth of the sport and making sure that every child is afforded the opportunity to experience joy and community through baseball and softball.	Nonprofit organizations with 501(c)3 IRS status that specifically support youth baseball or softball, operating in the Texas Rangers home territory which includes: Arkansas, Louisiana, New Mexico, Oklahoma and Texas only.	Cannot be used to supplement team travel expenses and/or tournament fees. Project should advance the Foundation's mission of affording youth 18 and younger growth in baseball or softball. The Foundation has funded field construction, field renovation, equipment, and league development.

Potential Funding Sources for Prosper, TX Outdoor Recreation - recreation and greenspace; public art; gateways and wayfinding - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
Grants range from $25,000 - $150,000 with 50% non-federal match required.	Project may be subject to the National Historic Preservation Act (NHPA) and/or the National Environmental Policy Act (NEPA).	Annual program, typically in August.	OT@arts.gov	https://www.arts.gov/grants-organizations/our-Town/grant-program-description
Maximum grant award is $25,000; no match required; however, competitive proposals will include in-kind support from the municipality and/or funding from other sources.	Eligible sites can include portions of active roadways, sidewalks, pedestrian plazas, or transportation infrastructure such as traffic barriers, highway underpasses, or utility boxes. Sites may be located in and managed by one or multiple jurisdictions (city, state or county, public utility, regional transit authority, etc.) but must be largely or completely on public property and be fully open to the public.	Rolling application period; no deadline for submittal.		"https://asphaltart.bloomberg.org/grants/"
Grant, 50% up to $10,000	"Two-step application process: 1, Letter of Interest 2. Full Application: PFB will request a full project application from a short list of qualified applicants."	No current open grant cycles.	"Zoe Kircos, (720) 726-3335 zoe@peopleforbikes.org"	https://peopleforbikes.org/our-work/community-grants/
No maximum grant amount or matching requirements listed	If awarded a grant, applicant agrees to participate in public relations activities associated with receipt of grant and will display Rangers Foundation signage acknowledging grant.	Annual grant solicitation, typically due June 30; awards in August.	"foundation@texas-rangers.com (817) 533-1513"	-

Potential Funding Sources for Prosper, TX Outdoor Recreation - recreation and greenspace; public art; gateways and wayfinding				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
Healthy Kids, Healthy Families® (HKHF)	Blue Cross Blue Shield of TX	To support the health and well-being of the children and families across the states in which we operate through four focus areas: American Lung Association, Physical Activity, Mobile Health Vans, Food Banks.	Nonprofit organizations with 501(c)3 IRS status or government, civic and cultural organizations in Texas.	"The program must be measurable and demonstrate how the goals will be met as defined in the grant proposal. The community lead organization must be a nonprofit, tax exempt, 501(c)(3) organization; have the financial capacity and qualified staff to oversee and manage the project (defined as organizations operating a current annual budget of $2 million or more); collaborate on proposed program with a health partner – i.e., hospital, clinic, federally qualified health center."
HomeTown Grants	T-Mobile	To support small Towns across America by funding community projects.	Small Towns with populations less than 50,000.	Projects to build, rebuild, or refresh community spaces that help foster local connections in the Town. For example, this might include the Town square pavilion, a historic building, an outdoor park, a ball field, or a library -- places where friends and neighbors connect.

Potential Funding Sources for Prosper, TX Underground Utilities				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
Public Works and Economic Adjustment Assistance Program	U.S Economic Development Administration (EDA)	Provides economically distressed communities and regions with resources to address a wide variety of economic needs. Projects will support the mission of the EDA to create and retain jobs, increase private investment, enhance innovation, and grow ecosystems that attract investment.	Nonprofits, county and state governments, special districts, tribal governments, public and private institutions of higher education, city or Township governments.	Projects in rural or urban areas that support construction, non-construction, technical assistance, and revolving loan fund projects. Grants are designed to leverage existing regional assets and support the implementation of economic development strategies in distressed communities by developing key public infrastructure.
Community Development Block Grant (CDBG) Program for Rural Texas	Department of Housing & Urban Development - through Texas Department of Agriculture	The primary goal of this program is to develop viable communities by providing affordable housing or expanding economic opportunities for communities of low- to moderate-income.	Nonurban cities and counties (population less than 50,000 or 200,000 people, respectively) that are not designated as eligible for the entitlement portion of the federal CDBG program.	Priority projects for NCTCOG are Water/Wastewater; Septic Tanks; Water/Wastewater Yard Lines; Roads/Streets; Drainage. Other eligible activities does include parks and recreational activities. The funding for parks and recreation depends on how many parks already exist in the community. If there is more than one park or recreational facility, the applicant must identify the service area of the park or recreational facility that is included in the proposed project.

Potential Funding Sources for Prosper, TX Outdoor Recreation - recreation and greenspace; public art; gateways and wayfinding - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
For this grant program, they defer to the expertise of the applicants on the funding needed to run a successful program. The intention is that the requested amount should reflect the robustness and effectiveness of the proposed program and be put within the context of the specific needs and challenges of the communities involved.	Recent Texas park example: "We're working to get kids physically active with Imagination Playground, a ground-breaking pop-up playground design with uniquely shaped foam blocks and loose parts that help kids play creatively. With the addition of shade structures to 34 Texas playgrounds, we're helping kids and families have more sun-safe access to great places to play."	Annual grant solicitation, typically letters of intent are due mid August with full applications (if invited) due end of September.	"healthykidshealthy-families @hcsc.net"	-
Up to $50,000.	Applicants will be notified 30-60 days after the end of each quarter on the status of the submission.	"Applications will be open on a quarterly basis with the following schedule: Spring: Jan – March Summer: April – June Fall: July – Sept Winter: Oct – Dec Portal will close on the last day of each quarter and reopen for the new quarter on the first of the month."	-	https://www.t-mobile.com/brand/homeTown-grants

Potential Funding Sources for Prosper, TX Underground Utilities - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
Award ceiling: $3,000,000 Award Floor: $100,000	Need to demonstrate "distressed" community through low-income or disadvantaged populations, high unemployment, and/or recent manufacturing layoffs.	While EDA encourages eligible applicants to submit their applications as soon as possible, EDA strongly advises eligible applicants to submit complete applications no later than March 31, 2022	Consult with NCTCOG then regional EDA rep out of Austin	https://eda.gov/funding-opportunities/#:~:tex-
Grant maximums range from $75,000 - $800,000 and varies by region.	"The Community Development Fund is available through a competition that takes place in each of the state planning regions. Must apply Federal Davis Bacon Wage Rates to construction activities. Administered through NCTCOG."	The fund is available on a biennial basis. The next application deadline appears to be February 2023 as the last cycle closed February 2021.	"Olivia Kale 817-695-9213 OKale@nctcog.org"	-

Potential Funding Sources for Prosper, TX Transportation - infrastructure and mobility (pedestrian and bicycle)				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
Highway Safety Improvement Program (HSIP)	TxDOT (orig. Federal Highway Administration)	For highway safety projects that eliminate or reduce the number of fatalities and serious injuries on all public roads	Any local agency that owns, operates, and maintains public roadways	"Improvements that address the crash types identified in the Texas Strategic Highway Safety Plan (SHSP). Funds are provided for construction and operational improvements both on and off the state highway system. Project must address the following priorities: * Is the strategy, activity, or project consistent with the priorities of Texas' SHSP? * Does the project address a serious crash risk such as a hot spot, systemic risk factor, road segment, or crash type that has been identified through a data driven process? * Is the project likely to contribute to a significant reduction in
Transportation Infrastructure Finance and Innovation Act (TIFIA)	Build America Bureau, US Department of Transportation	To fill market gaps and leverage substantial private co-investment by providing supplemental and subordinate capital.	State and local governments, transit agencies, railroad companies, special authorities, special districts, and private entities.	Highway projects and transit capital projects are eligible, including intelligent transportation systems (ITS). In addition, the following types of projects are eligible: international bridges and tunnels; intercity passenger bus and rail facilities and vehicles; publicly owned freight rail facilities; private facilities providing public benefit for highway users; intermodal freight transfer facilities; projects that provide access to such facilities; service improvements on or adjacent to the National Highway System; and projects located within the boundary of a port terminal under certain conditions.
"Transportation Alternatives Set-Aside (TA) Program "	Federal Highway Administration - administered by TxDOT	Preserve historic, archaeological, scenic and environmental resources related to surface transportation, and to facilitate bicycle and pedestrian use.	Local governments; Regional transportation authorities; Transit agencies; Natural resource or public land agencies; School districts, local education agencies, or schools; Tribal governments; Nonprofit entities responsible for the administration of local transportation safety programs; Any other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a State agency).	"Eligible TA activities for the department's 2021 TA Program Call for Projects included: 1. Bicycle infrastructure improvements; 2. Shared use paths; 3. Sidewalk improvements; 4. Infrastructure-related projects to improve safety for non-motorized transportation. Construction and engineering costs are eligible for projects in communities of 50,000 or less in population, while only construction costs are eligible for projects in communities of 50,001 or greater in population."

Potential Funding Sources for Prosper, TX Transportation - infrastructure and mobility (pedestrian and bicycle) - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
The HSIP is federally funded. Program funds are eligible to cover 90 percent of project construction costs. The remaining 10 percent of project construction costs must be covered by state or local participation.	"HSIP funded projects are also required to be evaluated for cost effectiveness. Completed projects are subject to cost/benefit analysis using three to five years of before and after crash data, average annual daily traffic for the years before and after the improvement, and actual construction costs. "	December 17, 2021 close for District Project Proposals Due for FY's 22-25	Heather Lott, heather.lott@txdot.gov	https://www.txdot.gov/inside-txdot/forms-publications/publications/highway-safety.html
Low interest loan program. Major requirements include a capital cost of at least $50 million (or 33.3 percent of a state's annual apportionment of Federal-aid funds, whichever is less) or $15 million in the case of ITS. TIFIA credit assistance is limited to a maximum of 33% of the total eligible project costs.	The project also must be supported in whole or in part from user charges or other non-Federal dedicated funding sources and be included in the state's transportation plan.	Ongoing; multi-step process beginning with the submission of a letter of interest (LOI). The estimated time frame for the initial technical review is approximately 30 days; then a creditworthiness review, which takes about 45 to 90 days after receipt of all requested information. If a project satisfies all of the criteria, the Department will invite the project sponsor to apply for TIFIA credit assistance. Estimated time for approval is no more than 90 days after receipt of the application.	(202) 366-2300, BuildAmerica@dot.gov	https://www.transportation.gov/buildamerica/financing/tifia
"No maximum listed but limited by total appropriations. 20% non-federal match required. A project must also have an estimated project cost exceeding $500,000."	"The TA program dictates that 50% of funds received are to be suballocated based on MPO and COG based on their relative share of the total 2010 Census population. The remaining 50% of the funds are to be available for use in any area of the State, to be administered by the Department, or may be transferred to another category. "	Two-step application process with pre-applications typically due in March and final applications due in June.	"Phillip Hays, 817-370-6591 Phillip.Hays@txdot.gov Also should work through NCTCOG."	https://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html#:~:text=%20Transportation%20Alternatives%20Set-Aside%20%28TA%29%20Program%20TxDOT%20

Potential Funding Sources for Prosper, TX Transportation - infrastructure and mobility (pedestrian and bicycle)				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
Urbanized Area Formula Grants - 5307	Federal Highway Administration	To enhance mobility in urbanized areas	Transit providers serving populations between 50,000 and 200,000 are eligible. McAllen and Arlington, both with populations over 200,000, are included because they are eligible for state funds	Capital funds can be spent on buses and bus facilities, fixed guide-way system projects, technology introductions and innovative techniques and methods. Planning funds are available for engineering design, evaluation of public transportation projects and other technical studies. Allowable operating expenses are limited to direct labor, materials and overhead expenses incurred by the transit operator. Program funds may be used for capital, planning, operating and administrative costs
Infrastructure for Rebuilding America (INFRA)	Federal Highway Administration	Support economic vitality at the national and regional level; leverage Federal funding to attract other, non-Federal sources of infrastructure investment; use innovative approaches to improve safety and expedite project delivery	A State or group of States; metropolitan planning organization; unit of local government/group of local governments; a political subdivision of a State or local government; special purpose district or public authority with a transportation function; Federal land management agency that applies jointly with a State or group of States; tribal government, single or group	Must be listed on the NHS; projects that address congestion in major urban areas, specifically through congestion pricing or deployment of advanced tech.; projects that: bridge gaps in service in rural areas; attract private economic development; maximize state, local, and private sector funding; raise revenue directly; projects that pair INFRA with broader-scale innovative financing (e.g. TIFIA, RRIF)
Better Utilizing Investments to Leverage Development (BUILD)	US Department of Transportation	To upgrade infrastructure across America, making our transportation systems safer and more efficient.	"State, local and tribal governments, including U.S. territories, transit agencies, port authorities, metropolitan planning organizations (MPOs), and other political subdivisions of State or local governments. "	"Surface transportation projects. A. Capital projects that include, but are not limited to: (1) Highway, bridge, or other road projects eligible under title 23, United States Code; (2) public transportation projects eligible under chapter 53 of title 49, (3) passenger and freight rail transportation projects; (4) port infrastructure investments (including inland port infrastructure and land ports of entry); (5) intermodal projects; and (6) projects investing in surface transportation facilities that are located on tribal land and for which title or maintenance responsibility is vested in the Federal Government. B. Planning projects: related to the planning, preparation, or design—including environmental analysis, feasibility studies, and other pre-construction activities—of eligible surface transportation capital projects. In addition, eligible activities related to multidisciplinary projects or regionalplanning may include: (1) Development of master plans, comprehensive plans, or corridor plans; (2) Planning activities related to the development of a multimodal freight corridor, including those that seek to reduce conflicts with residential areas and with passenger and non-motorized traffic; (3) Development of port and regional port planning grants, including State-wide; (4) Risk assessments and planning to identify vulnerabilities and address the transportation system's ability to withstand probable disaster."

Potential Funding Sources for Prosper, TX Transportation - infrastructure and mobility (pedestrian and bicycle) - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
"Maximum federal funding ratio for capital, planning and administrative costs of 80% and a maximum state/local match of 20% on most projects. Americans with Disabilities Act of 1990 (ADA) and Clean Air projects may receive up to 90% federal funding. The funding ratio for net operating costs is 50% federal match and 50% state/local match"	Funds are distributed by the FTA using a formula based on population and population density. In areas with populations over 200,000, grants are awarded directly to the local recipient. Grants for urban areas with populations under 200,000 may be made to the governor or to local recipients designated by the governor. Currently, cities apply directly to FTA.	No cycle per se; allocations are determined by formula and then distributed annually.	"Office of Program Management Federal Transit Administration, 202-366-2053"	https://www.transit.dot.gov/funding/grants/urbanized-area-formula-grants-5307
Grant for up to 60% of total project costs; 90% of funding for large projects; 10% for small projects and > 25% of funds are designated for rural areas; Large projects > $100 M & min $25 M grant; Small projects < $100 M & min $5 M grant; Rural areas = non metropolitan statistical areas; Up to $200 M available for freight rail, water, ports, and intermodal freight projects on the National Highway Freight Network		Annual program, dependent on funding; typically in February or March.	"Office of the Assistant Secretary for Transportation Policy, 202-366-4544, INFRAgrants@dot.gov"	https://www.transportation.gov/buildamerica/financing/infra-grants/infrastructure-rebuilding-america
"No maximum listed but limited by total appropriations. 20% non-federal match required. A project must also have an estimated project cost exceeding $500,000."	"The TA program dictates that 50% of funds received are to be suballocated based on MPO and COG based on their relative share of the total 2010 Census population. The remaining 50% of the funds are to be available for use in any area of the State, to be administered by the Department, or may be transferred to another category. "	Two-step application process with pre-applications typically due in March and final applications due in June.	"Phillip Hays, 817-370-6591 Phillip.Hays@txdot.gov Also should work through NCTCOG."	https://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html#:~:text=%20Transportation%20Alternatives%20Set-Aside%20%28TA%29%20Program%20TxDOT%20

Potential Funding Sources for Prosper, TX Transportation - infrastructure and mobility (pedestrian and bicycle)				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
Governor's Community Achievement Awards	Keep Texas Beautiful in partnership with Texas Department of Transportation	To award Texas communities for their outstanding overall efforts to keep their communities beautiful.	Texas communities	The funds are to be used for landscaping projects along local rights-of-way. A community's environmental program is judged on achievements in seven areas: community leadership and coordination, public awareness, education, beautification and community improvement, litter prevention and cleanup, solid waste management, litter law and illegal dumping enforcement.
AARP Foundation Grants	AARP	To improve housing, transportation, public space, technology ("smart cities"), civic engagement and more.	501(C)(3), 501(C)(4) and 501(c)(6) nonprofits, government entities, other types of organizations will be considered on a case-by-case basis.	"Prioritize projects that aim to achieve the following outcomes: * Increasing civic engagement with innovative and tangible projects that bring residents and local leaders together to address challenges and facilitate a greater sense of community inclusion and diversity. * Create vibrant public places that improve open spaces, parks and access to other amenities. * Deliver a range of transportation and mobility options that increase connectivity, walkability, bikeability, wayfinding, access to transportation options and roadway improvements. * Support the availability of a range of housing that increases accessible and affordable housing options. * Demonstrate the tangible value of "Smart Cities" with programs that engage residents in accessing, understanding and using data, and participating in decision-making to increase the quality of life for all. * Other community improvements: In addition to the five areas of focus, AARP wants to hear about local needs and new, innovative ideas for addressing them. "
"Asphalt Art Initiative"	Bloomberg Philanthropies	Using art to reimagine roadways and vertical infrastructure, improving street safety, revitalizing public spaces, and bringing communities together.	U.S. cities with populations of 30,000-500,000	"Three categories: 1. ART ON THE ROADWAY - mural projects on paved areas that are accessible to motor vehicles, such as intersections, crosswalks, and other surfaces within the active roadway. 2. ART IN PEDESTRIAN SPACE - art projects on paved areas that are inaccessible to motor vehicles while the artwork is in place, such as curb and sidewalk extensions as well as any surface that has been temporarily or permanently converted into a public space or plaza. 3. ART ON VERTICAL INFRASTRUCTURE - art projects installed on vertical infrastructure, including utility boxes, traffic barriers, and highway underpasses. "

Potential Funding Sources for Prosper, TX Transportation - infrastructure and mobility (pedestrian and bicycle) - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
"Maximum federal funding ratio for capital, planning and administrative costs of 80% and a maximum state/local match of 20% on most projects. Americans with Disabilities Act of 1990 (ADA) and Clean Air projects may receive up to 90% federal funding. The funding ratio for net operating costs is 50% federal match and 50% state/local match"	Funds are distributed by the FTA using a formula based on population and population density. In areas with populations over 200,000, grants are awarded directly to the local recipient. Grants for urban areas with populations under 200,000 may be made to the governor or to local recipients designated by the governor. Currently, cities apply directly to FTA.	No cycle per se; allocations are determined by formula and then distributed annually.	"Office of Program Management Federal Transit Administration, 202-366-2053"	https://www.transit.dot.gov/funding/grants/urbanized-area-formula-grants-5307
Grant for up to 60% of total project costs; 90% of funding for large projects; 10% for small projects and > 25% of funds are designated for rural areas; Large projects > $100 M & min $25 M grant; Small projects < $100 M & min $5 M grant; Rural areas = non metropolitan statistical areas; Up to $200 M available for freight rail, water, ports, and intermodal freight projects on the National Highway Freight Network		Annual program, dependent on funding; typically in February or March.	"Office of the Assistant Secretary for Transportation Policy, 202-366-4544, INFRAgrants@dot.gov"	https://www.transportation.gov/buildamerica/financing/infra-grants/infrastructure-rebuilding-america
Maximum grant award is $25,000; no match required; however, competitive proposals will include in-kind support from the municipality and/or funding from other sources.	Eligible sites can include portions of active roadways, sidewalks, pedestrian plazas, or transportation infrastructure such as traffic barriers, highway underpasses, or utility boxes. Sites may be located in and managed by one or multiple jurisdictions (city, state or county, public utility, regional transit authority, etc.) but must be largely or completely on public property and be fully open to the public.	Rolling application period; no deadline for submittal.	-	"https://asphaltart.bloomberg.org/grants/"

Potential Funding Sources for Prosper, TX Transportation - infrastructure and mobility (pedestrian and bicycle)				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
People for Bikes	People for Bikes	To build momentum for bicycling in communities across the U.S.	Non-profit organizations, city or county agencies or departments, and state or federal agencies working locally	Bicycle infrastructure projects such as: Bike paths, lanes, trails, and bridges; Mountain bike facilities; Bike parks and pump tracks; BMX facilities; End-of-trip facilities such as bike racks, bike parking, bike repair stations and bike storage.

Potential Funding Sources for Prosper, TX Small and Local Business Development				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
Rural Business Development Grant	US Department of Agriculture	Provide technical assistance and training for small rural businesses. Small means that the business has fewer than 50 new workers and less than $1 million in gross revenue.	Towns, nonprofit corporations, colleges/universities, rural cooperatives	"Grants must be used on projects to benefit small and emerging businesses in rural areas as specified in the grant application. Uses may include: Training and technical assistance, such as project planning, business counseling and training, market research, feasibility studies, professional or/technical reports or producer service improvements. Acquisition or development of land, easements, or rights of way; construction, conversion, renovation of buildings; plants, machinery, equipment, access for streets and roads; parking areas and utilities; pollution control and abatement; the capitalization of revolving loan funds, including funds that will make loans for start-ups and working capital; distance adult learning for job training and advancement; rural transportation improvement; community economic development; Technology-based economic development; feasibility studies and business plans; leadership and entrepreneur training; rural business incubators; long-term business strategic planning."
Product Development and Small Business Incubator Fund (PDSBI)	Texas Economic Development	Long-term, asset-backed loans to product development companies and small business incubators/accelerators located in Texas. The loans finance the development and production of new or improved products or the stimulations of new or existing small businesses in Texas. The program targets those businesses which may be unable to obtain full financing or financing on workable terms in traditional capital markets.	A small business, defined as a legal entity which is domiciled in the State of Texas or has at least 51% of its employees located in the state, employs fewer than 100 full-time employees, and is independently owned and operated.	A new or improved product being developed, produced, and/or commercialized in the State of Texas, to include an invention, device, technique, or process, without regard to whether a patent has been or could be granted, that has advanced beyond the theoretical stage and has or is readily capable of having a commercial application.

Potential Funding Sources for Prosper, TX Transportation - infrastructure and mobility (pedestrian and bicycle) - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
Grant, 50% up to $10,000	"Two-step application process: 1. Letter of Interest 2. Full Application: PFB will request a full project application from a short list of qualified applicants."	Currently no open grant cycle but they typically have two grant rounds in the spring and fall.	"Zoe Kircos, (720) 726-3335 zoe@ peopleforbikes.org"	https://peopleforbikes.org/our-work/community-grants/

Potential Funding Sources for Prosper, TX Small and Local Business Development - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
There is no maximum grant amount; however, smaller requests are given higher priority. There is no cost sharing requirement. Opportunity grants are limited to up to 10 percent of the total Rural Business Development Grant annual funding.	Rural Business Development Grant money must be used for projects that benefit rural areas or Towns outside the urbanized periphery of any city with a population of 50,000 or more.	Applications due March 31, 2021.	"Daniel Torres 254-742-9700"	https://www.txdot.gov/inside-txdot/forms-publications/publications/highway-safety.html
Generally range from $1 million - $5 million; low variable IR; 15 years if financing personal property or working capital; 20 years for real property	All applicants must have 3 years of operating history to be eligible for a loan.	Rolling application period; no deadline for submittal.	512-936-0100	https://gov.texas.gov/business/page/product-development-and-small-business-incubator-fund

Potential Funding Sources for Prosper, TX Small and Local Business Development				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
Texas Rural Business Fund (TxRBF)	Texas Department of Agriculture	A pilot program that provides funding to rural communities and counties to incentivize job creation and industry development in rural Texas. Applicants must demonstrate how the business recruitment or expansion significantly impacts the community and region.	" Eligible applicants are rural cities located in counties with less than 200,000 population."	Projects must support an established business in the agricultural & food manufacturing business, bio-technology & life sciences, energy, information technology, manufacturing, supply chain and logistics industries that will create skilled jobs and have the potential to spur further economic development. TxRBF funds must be used for public infrastructure improvements. Infrastructure includes road, rail, water, sewer, electric, and telecommunications. TxRBF funds may also be used for engineering costs related to the public infrastructure improvements.
Skills for Small Business Program	Texas Workforce Commission (TWC)	Small businesses can apply to TWC for training offered by their local community or technical college, or the Texas A&M Engineering Extension Service (TEEX)	Supports businesses with fewer than 100 employees and emphasizes training for new workers though it also may help upgrade the skills of incumbent workers.	Skills for Small Business emphasizes training newly hired employees, those who have been hired by the business up to twelve months prior to the date that TWC receives an application.
Impact Grants	First National Bank of Omaha	We help strengthen local economies through small business and entrepreneurial development and job creation by supporting training, technical assistance, education and microfinance.	"Organizations that have not received a grant from FNBO in the past must email the Impact by FNBO Team to receive a link to the application. This step can be completed at any time and you do not need to wait until the grant cycle opens to request a link. "	Organizations that have not received a grant from FNBO in the past must email the Impact by FNBO Team to receive a link to the application. This step can be completed at any time and you do not need to wait until the grant cycle opens to request a link.
Ewing Marion Kauffman Foundation - Enrepreneurship Grants	Ewing Marion Kauffman Foundation	The Kauffman Foundation works in partnership with organizations that share our vision and passion for education and entrepreneurship.	"The majority of our grants are proactive and made to tax-exempt organizations "	Various funding opportunities - see webiste link.

Potential Funding Sources for Prosper, TX Small and Local Business Development - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
No maximum grant amount listed reach out via email for more details.	TxRBF funds may not be used for administrative costs.	No funding cycle listed reach out via email for more details.	Economic Development@TexasAgriculture.Gov	https://www.texasagriculture.gov/GrantsServices/GrantsandServices/TexasRuralBusinessFund.aspx
The program pays up to $1,800 for each new employee being trained and $900 for existing employees per 12-month period.	"All training must be provided by a public community or technical college, or the Texas A&M Engineering Extension Service (TEEX). No third-party vendor training is allowed. Training must be selected from active course catalogs/ schedules— credit, continuing education, online or other available unpublished courses. Employers must pay the prevailing wages in the local labor market for the trainees funded under the grant."	No funding cycle listed	877-463-1777 or SkillsforSmallBusiness@twc.texas.gov	https://www.twc.texas.gov/businesses/skills-small-business-employers#overview
Organizations that have not received a grant from FNBO in the past must email the Impact by FNBO Team to receive a link to the application. This step can be completed at any time and you do not need to wait until the grant cycle opens to request a link.	Organizations that have not received a grant from FNBO in the past must email the Impact by FNBO Team to receive a link to the application. This step can be completed at any time and you do not need to wait until the grant cycle opens to request a link.	Grant applications are anticipated in January 2023 with grant award notifications will be sent in March/ April 2023.	impactbyfnbo@fnni.com	https://www.fnbo.com/community/request-support/
Ewing Marion Kauffman Foundation - Enrepreneurship Grants	Ewing Marion Kauffman Foundation	The Kauffman Foundation works in partnership with organizations that share our vision and passion for education and entrepreneurship.	"The majority of our grants are proactive and made to tax-exempt organizations "	Various funding opportunities - see webiste link.

Potential Funding Sources for Prosper, TX Event and Programing				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
ARTPLACE America	Collaboration among a number of foundations, federal agencies, and financial institutions	A future of equitable, healthy, and sustainable communities in which everyone has a voice and agency in creating contextual, adaptive, and responsive solutions.	Five groups: civic, social and faith, commercial, government, nonprofit, and philanthropy	Broad definition of art: craft and culinary arts, dance, design and architecture, film and media, folk and traditional, literature, musicl, visual arts, theater and performance, and other formal and informal creative practices.
Community Sponsorships	First National Bank of Omaha	FNBO is proud to support nonprofit organizations and community events that are important to our communities.	nonprofit organizations and community events	A community sponsorship is defined as unrestricted financial support to a nonprofit organization in association with a community event or other general fund raising effort for the primary purpose of providing support to the organization. This can include but is not limited to:Fundraisers or other events (i.e. galas, festivals, luncheons, parades) General activities/operations of an organization Season "sponsorships" for organizations dedicated to enhancing arts and culture
Blue Bear Event Sponsorship	Blue Cross Blue Shield of Texas	For more than 90 years, Blue Cross and Blue Shield of Texas (BCBSTX) has forged alliances with private and public organizations to honor our commitment to improve the health of all Texans. Our charitable contributions allow us to connect with not just our customers, but also community partners, local leaders and policymakers interested in making Texas a healthier state. Through these partnerships, BCBSTX seeks to support sustainable, measurable programs and impactful organizations that strengthen and enrich Texas communities.	We accept requests for sponsorships and grants from organizations that are located within Texas and have at least one of the following designations: Defined as a non-profit under section 501(c)(3) of the Internal Revenue Service Code Government, civic and cultural organizations	In Texas, sponsorship dollars are prioritized to organizations that support the following areas: Access to Care: Projects that increase awareness and understanding of access to preventive and health care services for underinsured, uninsured, minority and low-income households. Prevention and Risk Reduction: Projects that increase awareness and understanding of healthy choices in everyday living and promote a healthy lifestyle. Examples of project areas include: nutrition, physical activity, weight management and tobacco cessation. Chronic Disease Management: Projects that increase awareness and understanding of living with and managing chronic conditions. Examples of project areas include: diabetes, heart disease, cancer, and mental illnesses such as Alzheimer's. Community Involvement: As a corporate entity, brand visibility and community involvement are important to business growth. Through these sponsorships we seek opportunities that allow BCBSTX to grow its presence in communities.

Potential Funding Sources for Prosper, TX Event and Programing - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
Dependent on foundation	Dependent on foundation	Dependent on foundation	sarah.westlake@artplaceamerica.org	http://www.artplaceamerica.org/about/introduction
Request desired amount.	None listed.	BCBSTX is unable to fund: Organizations or projects with written policies that discriminate against individuals based on race, color, sex, sexual orientation, gender identity, religious creed, national origin, physical or mental disability, or protected veteran status or any other characteristic protected by law. School athletic programs Applications from individuals Applications that do not align with our funding priorities		https://www.fnbo.com/community/request-support/
None listed.	BCBSTX is unable to fund: Organizations or projects with written policies that discriminate against individuals based on race, color, sex, sexual orientation, gender identity, religious creed, national origin, physical or mental disability, or protected veteran status or any other characteristic protected by law. School athletic programs Applications from individuals Applications that do not align with our funding priorities	Letter of Intent: February; Application Process: March	Helen Dorsey 972-766-1736 helen_m_dorsey@bcbstx.com	bcbstx.com/company-info/community-involvement/apply-for-funding

Branding and Tourism				
Program	**Agency**	**Purpose / Goals**	**Eligible Applicants**	**Eligible Use of Funds**
Rural Business Development Grant	US Department of Agriculture	Provide technical assistance and training for small rural businesses. Small means that the business has fewer than 50 new workers and less than $1 million in gross revenue.	Towns, nonprofit corporations, colleges/universitues, rural cooperatives	Grants must be used on projects to benefit small and emerging businesses in rural areas as specified in the grant application. Uses may include: Training and technical assistance, such as project planning, business counseling and training, market research, feasibility studies, professional or/technical reports or producer service improvements. Acquisition or development of land, easements, or rights of way; construction, conversion, renovation of buildings; plants, machinery, equipment, access for streets and roads; parking areas and utilities; pollution control and abatement; the capitalization of revolving loan funds, including funds that will make loans for start-ups and working capital; distance adult learning for job training and advancement; rural transportation improvement; community economic development; Technology-based economic development; feasibility studies and business plans; leadership and entrepreneur training; rural business incubators; long-term business strategic planning.

Branding and Tourism - Cont'd				
Loan or Grant Maximum	**Terms/Requirements/ Notes**	**Funding Cycle**	**Contact**	**Website**
8There is no maximum grant amount; however, smaller requests are given higher priority. There is no cost sharing requirement. Opportunity grants are limited to up to 10 percent of the total Rural Business Development Grant annual funding.	Rural Business Development Grant money must be used for projects that benefit rural areas or Towns outside the urbanized periphery of any city with a population of 50,000 or more.	Applications due March 31.	Daniel Torres 254-742-9700	https://www.txdot.gov/inside-txdot/forms-publications/publications/high-way-safety.html

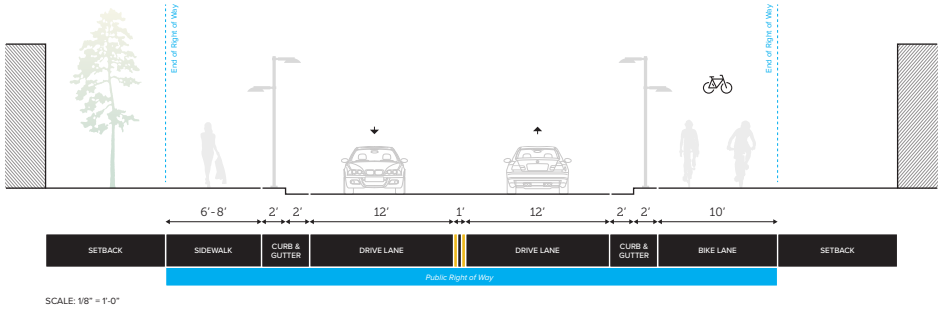
APPENDIX E

Alternate Street Cross -Sections

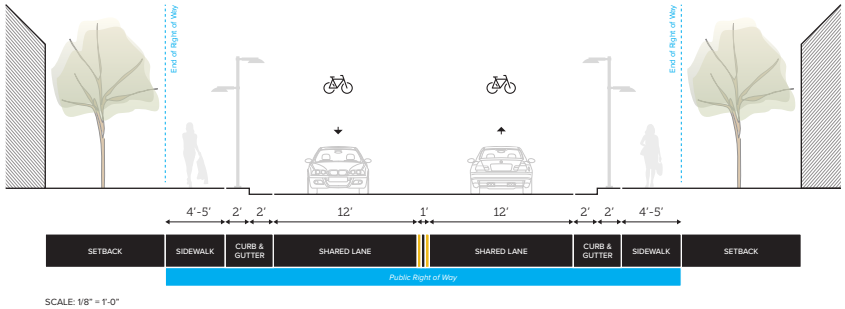
The Town has formally adopted the Old Town Transportation Plan to guide future roadway replacement projects. Since the Master Plan process began multiple projects within the overall downtown area have progressed in the plan development process. These projects, along with the catalyst sites as developed may alter development patterns slightly from what was anticipated when the Old Town Transportation Plan was prepared.

As the Town prepares for future roadway improvement projects, they should be evaluated in context with the Master Plan and any new or proposed development within the impacted area. The following street cross-sections may be considered as alternates for various segments and would be compatible with the Master Plan.

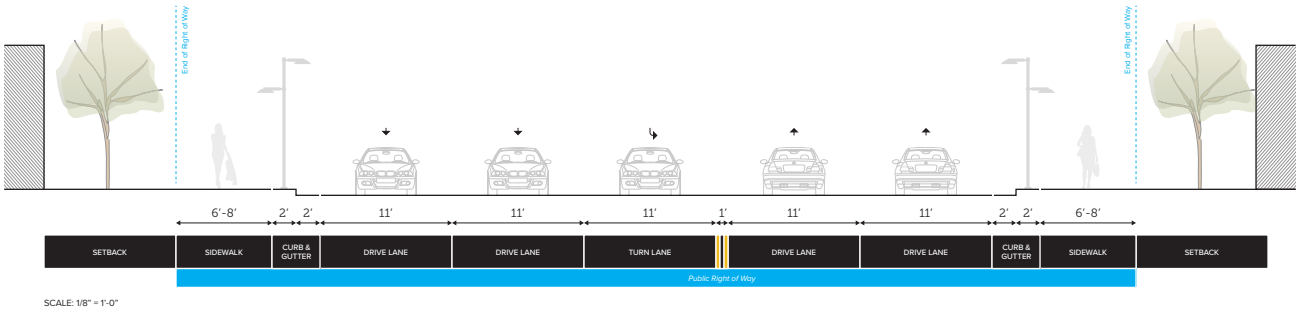
These cross sections do not supersede the formally adopted Old Town Transportation Plan, including after adoption of this Master Plan.



First Street: McKinley to Coleman

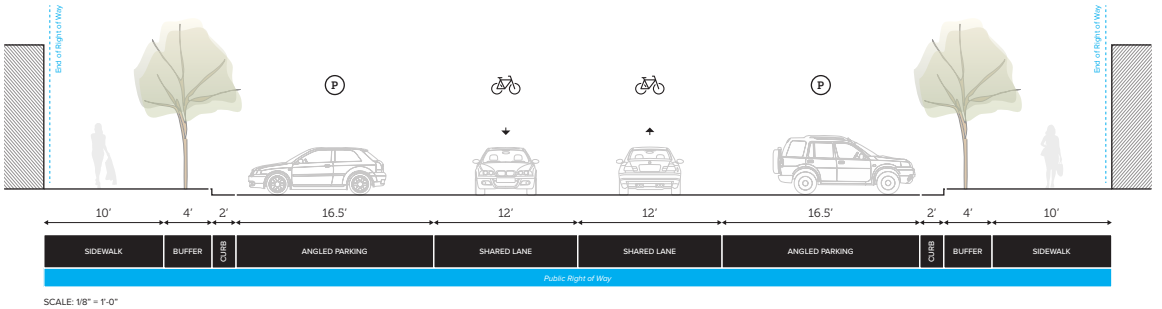


First Street: Coleman to Craig



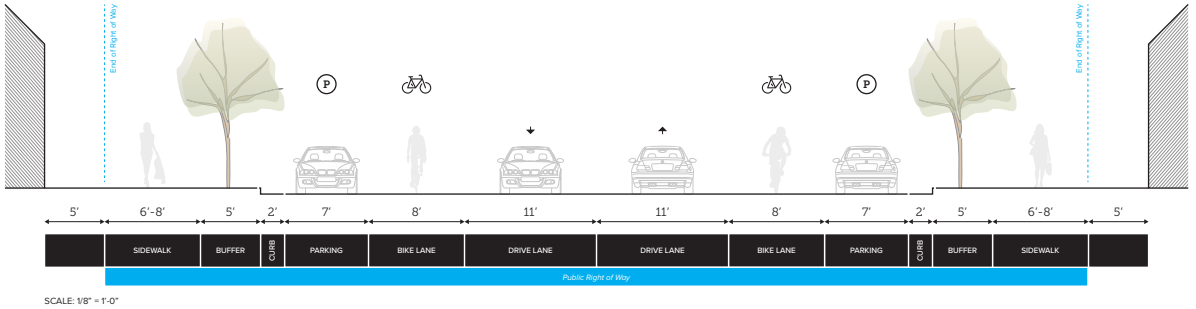
SCALE: 1/8" = 1'-0"

First Street: Craig to Preston



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

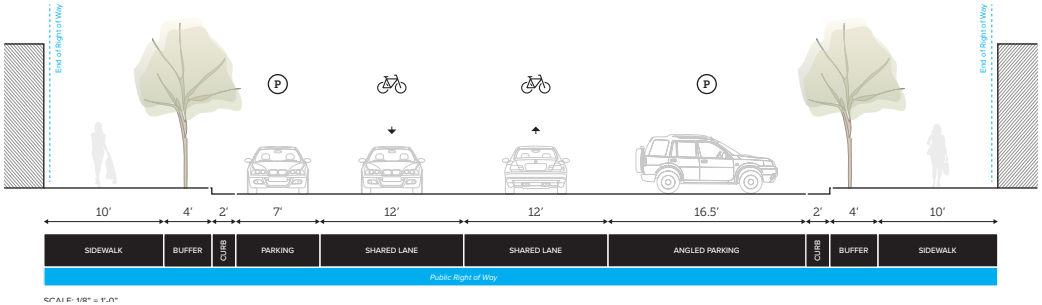
Broadway Street: McKinley to Coleman



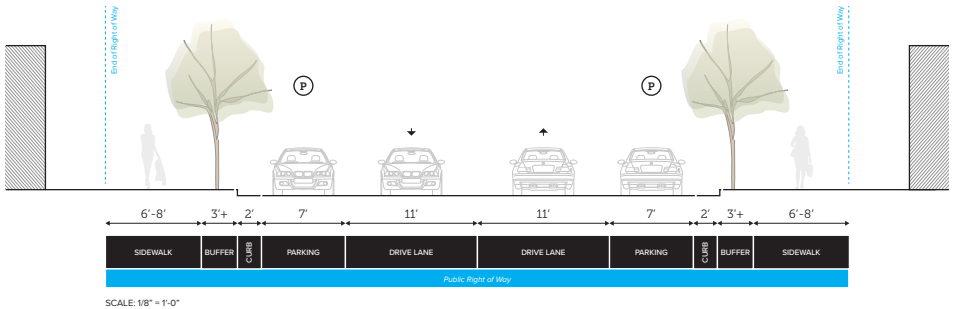
SCALE: 1/8" = 1'-0"

Broadway Street: Coleman to Preston

Alternate Street Cross -Sections

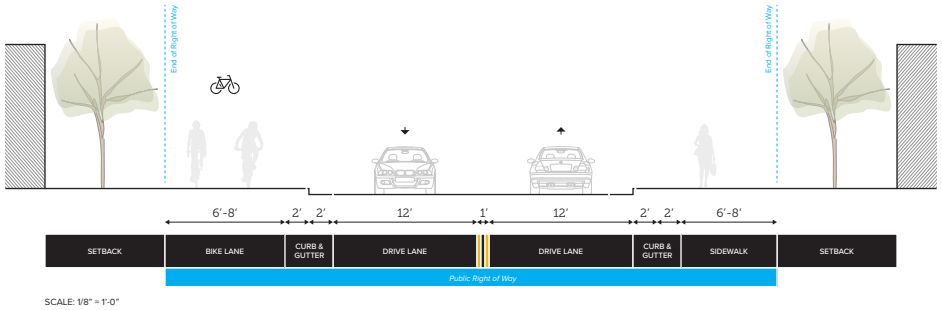


Main Street

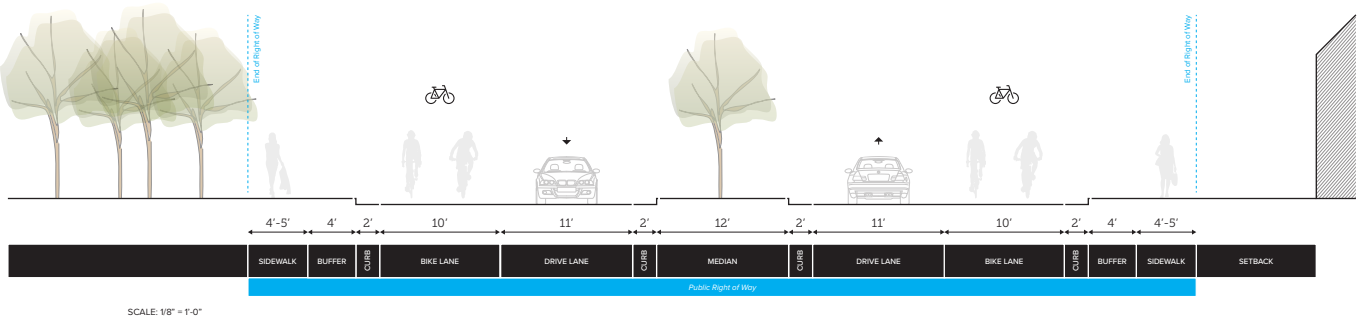


SCALE: 1/8" = 1'-0"

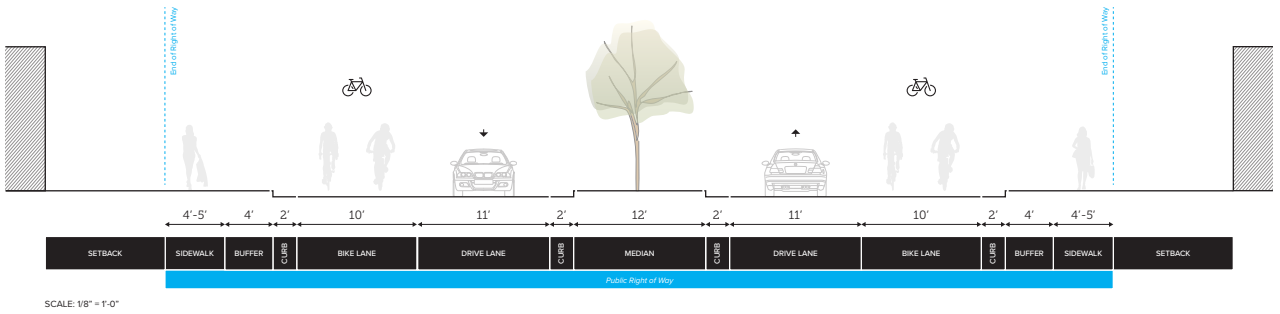
McKinley Street



Coleman Street: North of Fifth

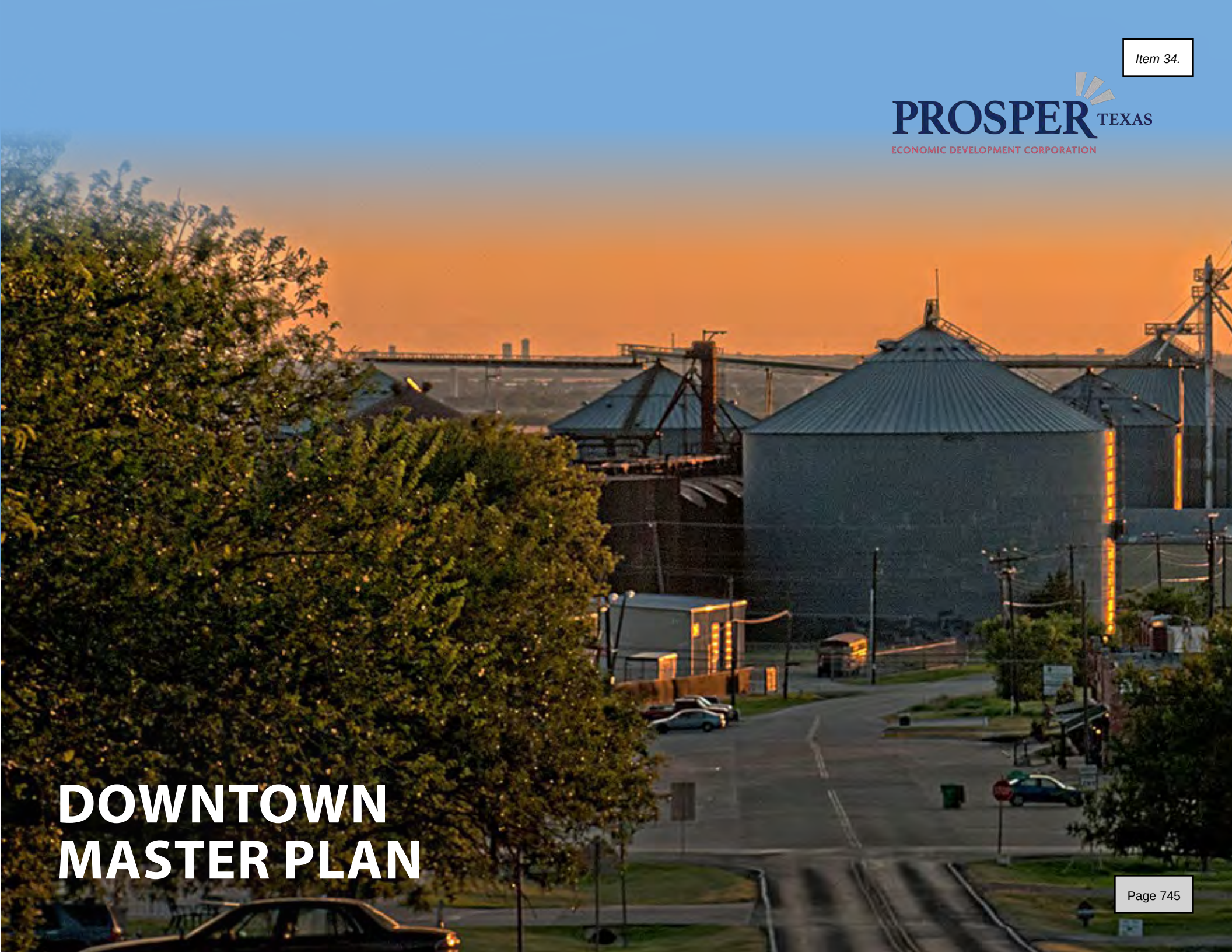


Coleman Street: Coleman South of First



Coleman Street: First to Broadway

PROSPER TEXAS
ECONOMIC DEVELOPMENT CORPORATION



DOWNTOWN MASTER PLAN