



Prosper is a place where everyone matters.

Agenda
Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
200 S. Main Street, Prosper, Texas
September 24, 2019
5:45 PM

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Presentation of a Flag Certificate by members of the Edmund Terrell Chapter of the Sons of the American Revolution. **(RB)**
2. Presentation of a Proclamation to members of the Prosper Police and Fire Departments declaring October 1, 2019, as *National Night Out*. **(RB)**

AGENDA BRIEFING:

Questions About Items Listed on the Regular Meeting Agenda.

Discussion Items.

3. Discussion on Downtown Empowerment Zones and Architectural Standards. **(JW)**
4. Discussion on the Downtown Open Space. **(DR)**

CONSENT AGENDA:

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

5. Consider and act upon the minutes from the September 5, 2019, Special Called Town Council Meeting. **(RB)**
6. Consider and act upon the minutes from the September 10, 2019, Town Council Meeting. **(RB)**
7. Receive the July Financial Report. **(CS)**
8. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between the North Central Texas Emergency Communication District and the Town of Prosper for regional 9-1-1 service. **(DK)**
9. Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, authorizing the Town to submit a grant application to the Office of the Governor (OOG) for Prosper Police Department SWAT equipment enhancement grant. **(KB)**

- [10.](#) Consider and act upon authorizing the Town Manager to execute a Second Amended Annexation Agreement between OM Frontier Estates, LLC. and the Town of Prosper, Texas, regarding a 22.05± acre property, generally located on the south side of Frontier Parkway, west of Custer Road. **(AG)**
- [11.](#) Consider and act upon authorizing the Town Manager to execute a Second Amended Annexation Agreement between Harold and Maureen Patin and the Town of Prosper, Texas, regarding a 10.59± acre property, generally located on the south side of Prosper Trail, west of Custer Road. **(AG)**
- [12.](#) Consider and act upon authorizing the Town Manager to execute a Second Amended Annexation Agreement between Y-C Nurseries, Inc. and the Town of Prosper, Texas, regarding a 12.38± acre property, generally located on the north side of US 380, west of Dallas Parkway. **(AG)**
- [13.](#) Consider and act upon an ordinance rezoning 11.0± acres from Planned Development-65 (PD-65) to Planned Development-98 (PD-98), located on the south side of future Prairie Drive, west of future Mahard Drive, to facilitate the development of a Retirement Housing Complex, consisting of one (1) and three (3) story buildings. (Z19-0005). **(AG)**
- [14.](#) Consider and act upon an ordinance rezoning 5.7± acres from Planned Development-65 (PD-65) to Office (O), located on the southwest corner of future Prairie Drive and Mahard Parkway. (Z19-0006). **(AG)**
- [15.](#) Consider and act upon an ordinance rezoning 16.1± acres of Planned Development-43 (PD-43) and Specific Use Permit-9 (SUP-9), and 3.3± acres of Planned Development-65 (PD-65) to Planned Development (PD-99), located on the northwest corner of Mahard Parkway and US 380, to facilitate the development of a Major Automotive Repair Facility (Toyota/Penske). (Z19-0007). **(AG)**
- [16.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between Prosper Villages at Legacy, LLC, and the Town of Prosper, Texas, related to the Prosper Center development. **(AG)**
- [17.](#) Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan. **(AG)**

Citizen Comments:

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

REGULAR AGENDA:

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

- [18.](#) Presentation of service plan and first Public Hearing to consider the voluntary annexation of 6.8± acres, generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road. (A19-0001). **(AG)**
- [19.](#) Conduct a Public Hearing, and consider and act upon a request to rezone 0.2± acres from Downtown Office (DTO) to Planned Development-Downtown Office (PD-DTO), located on the northeast corner of Church Street and Second Street, to allow for the development of an Assisted Living Facility. (Z19-0013). **(AG)**
- [20.](#) Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, accepting grant funds from the U.S. Department of Homeland Security for grant funding under the 2016 Staffing for Adequate Fire and Emergency Response (SAFER) grant program to create six (6) new, paid, full time, firefighter positions **(SB)**
- [21.](#) Discussion of Amendments to the FY 2019-2020 Budget. **(CS)**
- [22.](#) Consider and act upon awarding RFP No. 2019-63-A for ASO Medical and Captive Benefits to UMR, Inc., a subsidiary of United Healthcare, effective January 1, 2020, and authorizing the Town Manager to execute all documents for the same. **(KS)**
- [23.](#) Consider and act upon awarding RFP No. 2019-61-A for Pharmacy Benefits Management Services to ProAct, Inc.; and authorizing the Town Manager to execute all documents for the same. **(KS)**

Executive Session:

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

Section 551.087 – To discuss and consider economic development incentives.

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

Section 551.071 – Consultation with the Town Attorney relative to plat approval in accordance with Chapter 212 of the Texas Local Government Code.

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

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

24. Discuss Development and Infrastructure Fees. **(JW/HW)**
25. Discussion on Agenda Format. **(RB)**

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 200 S. Main Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 6:30 p.m., on Friday, September 20, 2019, and remained so posted at least 72 hours before said meeting was convened.

Robyn Battle, 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
Special Called Meeting**

Council Chambers
Prosper Town Hall
200 S. Main Street, Prosper, Texas
Thursday, September 5, 2019

Call to Order/ Roll Call.

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

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Curry Vogelsang, Jr.
Deputy Mayor Pro-Tem Jason Dixon
Councilmember Marcus E. Ray
Councilmember Craig Andres
Councilmember Meigs Miller
Councilmember Jeff Hodges

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Town Secretary/Public Information Officer
Chuck Springer, Executive Director of Administrative Services
Kelly Neal, Finance Director
Leigh Johnson, IT Director
Dudley Raymond, Parks and Recreation Director
Leslie Scott, Director of Library Services
Hulon Webb, Engineering Services Director
Aubrey Smith, Water and Sewer Superintendent
John Webb, Development Services Director
Doug Kowalski, Police Chief
Stuart Blasingame, Fire Chief

CONSENT AGENDA:

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

1. Consider and act upon a request to permit open fencing in the front yard of Block A, Lot 21, Whispering Farms, Phase 2, located at 741 Broadmoor Lane. (V19-0002). (JW)
2. Consider and act upon a request to permit open fencing in the front yard of Block A, Lot 19, Whispering Farms, Phase 2, located at 791 Broadmoor Lane. (V19-0001). (JW)

Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Miller seconded the motion to approve all items on the Consent Agenda. The motion was approved by a vote of 7-0.

REGULAR AGENDA:

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

- 3. Conduct a Public Hearing to consider and discuss the FY 2019-2020 Budget, as proposed. (KN)**
- 4. Conduct a Public Hearing to consider and discuss a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 15.16 percent. (KN)**

Mayor Smith opened Items 3 and 4 concurrently.

Finance Director Kelly Neal presented this item before the Town Council. She reviewed the Town’s major sources of revenue, and General Fund expenditures by function. Ms. Neal provided an overview of the changes to the Proposed Budget since it was first presented to Council on August 13, 2019. The Town Council specifically discussed the discretionary packages for the Frontier Park storage units. Parks and Recreation Director explained the cost estimate and specifications for the storage units.

The Town Council recessed the meeting at 6:30 p.m. to conduct the Board and Commission Interviews.

The Town Council reconvened the Special Called Meeting at 8:31 p.m.

The Town Council discussed the discretionary package for the CCTV camera truck. Hulon Webb, Director of Engineering, explained the cost estimate for the truck, noting that the Town is providing increased service levels by providing camera inspections prior to final acceptance of a project, and prior to the expiration of maintenance and warranty periods to identify potential problems.

Aubrey Smith, Water Superintendent, provided additional information about water quality sampling procedures, and the number of samples conducted each month. Public Works has requested an additional position to ensure the Town has qualified personnel to keep up with the sampling requirements.

Development Services Director John Webb briefed the Council on service levels related to Health Inspections, noting that Town Health/Code staff does plan review in addition to inspections. Town staff typically spends two to four hours per inspection to provide a high level of customer service.

Parks and Recreation Director Dudley Raymond provided additional information on the request for contract services for the Parks and Recreation Department. The Town is working toward achieving accreditation for the Parks and Recreation Department. Funds for this request would be used to hire a professional consultant to assist staff with developing best practices, policies and programs to achieve accreditation.

Town Manager Harlan Jefferson responded to a question about the proposed Communication Manager, noting that the Town's public and media relations consultant intends to continue service through FY 2020-2021.

Mayor Smith opened the Public Hearing for Items 3 and 4.

With no one speaking, Mayor Smith closed the Public Hearings. No further action was taken.

Adjourn.

The meeting was adjourned at 9:26 p.m. on Thursday, September 5, 2019.

These minutes approved on the 24th day of September 2019.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



Prosper is a place where everyone matters.

Minutes

Prosper Town Council Meeting
 Council Chambers
 Prosper Town Hall
 200 S. Main Street, Prosper, Texas
 Tuesday, September 10, 2019

Call to Order/ Roll Call.

The meeting was called to order at 5:45 p.m.

Council Members Present:

Mayor Ray Smith
 Mayor Pro-Tem Curry Vogelsang, Jr.
 Deputy Mayor Pro-Tem Jason Dixon
 Councilmember Marcus E. Ray
 Councilmember Craig Andres
 Councilmember Meigs Miller
 Councilmember Jeff Hodges

Staff Members Present:

Harlan Jefferson, Town Manager
 Terry Welch, Town Attorney
 Robyn Battle, Town Secretary/Public Information Officer
 Chuck Springer, Executive Director of Administrative Services
 Kelly Neal, Finance Director
 Kala Smith, Human Resources Director
 Leigh Johnson, IT Director
 Dudley Raymond, Parks and Recreation Director
 Leslie Scott, Director of Library Services
 Hulon Webb, Engineering Services Director
 Pete Anaya, Assistant Director of Engineering Services – Capital Projects
 Aubrey Smith, Water and Sewer Superintendent
 John Webb, Development Services Director
 Alex Glushko, Planning Manager
 Doug Kowalski, Police Chief
 Stuart Blasingame, Fire Chief

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

Police Chaplain Isaac Varela led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Ray read the following announcements:

The Prosper Fire Department will host its annual 9/11 Remembrance Ceremony at Town Hall tomorrow morning at 7:30 a.m. Following the ceremony, a blood drive will take place at Town Hall from 9:00 a.m.-3:00 p.m., sponsored by the Town, the Prosper Chamber of Commerce, and

Carter Blood Care. A second blood drive will take place on Saturday, September 14, from 9:00 a.m.-3:00 p.m. at the Prosper Walmart. Residents are encouraged attend the 9/11 Ceremony tomorrow morning, and to donate blood in honor of the many lives lost in the September 11th tragedy.

The Town's Water Conservation Division will offer a free class on Texas Trees, with information on tree selection and proper planting practices on September 23. More information and online registration is available on the Town website.

The Town will host an informational Meet & Greet with the North Texas Tollway Authority (NTTA), regarding the expansion of the Dallas North Tollway on Thursday, September 26, from 6:00-7:00 p.m. in Council Chambers. Town staff and NTTA will present information on the project, and will be available to answer questions. The public is invited to attend.

On Tuesday, October 1, residents are encouraged to participate in National Night Out by spending the evening outside visiting with neighbors and Prosper's public safety personnel. This annual event was created to heighten awareness, and strengthen participation in local anti-crime efforts. Contact Officer Erin Hubbard for more information or to schedule a block party.

Presentations.

1. **Presentation of a Proclamation to members of the Preston Ridge Chapter of the Daughters of the American Revolution declaring September 17-23, 2019, as *Constitution Week*. (RB)**

Mayor Smith presented the Proclamation to Beth Buck of the Preston Ridge Chapter of the Daughters of the American Revolution.

AGENDA BRIEFING:

Questions About Items Listed on the Regular Meeting Agenda.

This item was not discussed.

Discussion Items.

2. **Discussion on Revised Empowerment Zones and Architectural Standards for the Downtown Commercial and Residential Areas. (JW)**

This item was tabled to the September 24, 2019, Town Council meeting.

3. **Discussion on the Town Hall Lobby Art project. (RB)**

Town Secretary/PIO Robyn Battle presented this item before the Town Council. The Town's Art Committee has made a recommendation to purchase three art pieces for the Town Hall Lobby from a local artist, Corbin Ringley. Corbin presented conceptual renderings of the proposed projects. The Town Council provided feedback on the renderings. Mr. Ringley will provide a formal proposal with a cost estimate and timeline once the final conceptual renderings are approved. No further action was taken.

CONSENT AGENDA:

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4. Consider and act upon the minutes from the August 27, 2019, Town Council meeting. (RB)
5. Consider and act upon Resolution No. 19-58 designating *The Prosper Press* as the official newspaper of the Town of Prosper, and *The Dallas Morning News* as an alternative advertising source, for Fiscal Year 2019-2020. (RB)
6. Consider and act upon adopting the FY 2019-2020 Prosper Economic Development Corporation budget. (RS)
7. Consider and act upon Ordinance No. 19-59 approving a tariff authorizing an annual rate review (RRM) mechanism settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation regarding the Company's 2019 rates set by the settlement as a substitution for the annual interim rate adjustment process defined by section 104.301 of the Texas Utilities Code. (KN)
8. Consider and act upon approving an Amendment to the Facility Management Services Agreement between TDIndustries, Inc., and the Town of Prosper Texas, through the National Cooperative Purchasing Alliance (NCPA); and authorizing the Town Manager to execute the same. (CS)
9. Consider and act upon Ordinance No. 19-60 amending Chapter 13, "Utilities," of the Town's Code of Ordinances by adopting a new Article 13.13, "Wastewater Inflow Prevention Plan"; and adopting a Wastewater Inflow Prevention Plan. (FJ)
10. Consider and act upon authorizing the Town Manager to execute an Amendment to the First Amended Interlocal Agreement by and between the Town of Prosper, Texas and Collin County, Texas for the facility construction and use of an animal shelter in Collin County. (JW)
11. Consider and act upon authorizing the Town Manager to execute Amendment Thirteen to the Interlocal Agreement between Collin County and the Town of Prosper, extending the agreement through FY 2019-2020, relating to Animal Control Services. (JW)
12. Consider and act upon Ordinance No. 19-61 abandoning a portion of Fishtrap Road prescriptive right-of-way, located north of the intersection of Fishtrap Road and Gee Road, north of US 380. (AG)
13. Consider and act upon Ordinance 19-62 abandoning portions of Good Hope Road prescriptive right-of-way, located north of US 380 and south of a point 150 feet north of Mill Branch Drive. (AG)
14. Consider and act upon Ordinance No. 19-63 abandoning a portion of S. Coleman Street right-of-way, located south of First Street, north of Preston Road. (AG)

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 Plan or Preliminary Site Plan. (AG)

Councilmember Miller made a motion and Councilmember Hodges seconded the motion to approve all items on the Consent Agenda. The motion was approved by a vote of 7-0.

Citizen Comments:

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Jakob Lee Smith, 130 Fallbrook Drive, Murphy, spoke regarding a housing grant program for individuals who work in Prosper.

REGULAR AGENDA:

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Items for Individual Consideration:

16. Conduct a Public Hearing, and consider and act upon an ordinance to amend Planned Development-33 (PD-33), on 127.9± acres, located on the southwest corner of Prosper Trail and Cook Lane, to allow for the expansion of a House of Worship (Prestonwood Baptist Church), including a Private School and Gymnasium. (Z19-0012). (AG)

Planning Manager Alex Glushko presented this item before the Town Council. In October 2006, the Town Council approved Planned Development-33 (PD-33) for the Prestonwood Baptist Church North Campus. With this amendment, Prestonwood is proposing to update the proposed conceptual site plan and conceptual elevations to reflect the existing development, as well as to allow for the expansion of the existing building. The proposed building expansion is for a total of 37,441 square feet, two stories in height, and includes classrooms and a gymnasium. The applicant spoke in favor of the request and offered to answer any questions.

Mayor Smith opened the Public Hearing.

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

Mr. Glushko confirmed that the temporary building on the property is not associated with this zoning request.

After discussion, Mayor Pro-Tem Vogelsang made a motion and Councilmember Andres seconded the motion to approve Ordinance No 19-64 to amend Planned Development-33 (PD-33), on 127.9± acres, located on the southwest corner of Prosper Trail and Cook Lane, to allow for the expansion of a House of Worship (Prestonwood Baptist Church), including a Private School and Gymnasium. The motion was approved by a vote of 7-0.

17. Consider and act upon an ordinance adopting the Fiscal Year 2019-2020 Annual Budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020. (KN)

Finance Director Kelly Neal presented this item before the Town Council. Approval of this item will appropriate funds for the FY 2019-2020 Budget. The FY 2019-2020 Proposed Budget was submitted to the Town Council on August 13, 2019. Prior to tonight's meeting, the Town published required notices, held public hearings that included staff presentations about the budget, and 2019 tax rate, and gave interested taxpayers the opportunity to be heard by the Town Council.

The FY 2019-2020 Proposed Budget raises more in property tax revenues than in the previous year. The Proposed FY 2019-2020 budget is composed of discretionary and non-discretionary supplemental requests. Ms. Neal reviewed some of the more prominent requests from the General Fund and Water/Sewer Fund, and reviewed changes to the budget since the proposed budget was submitted on August 13, 2019.

The Council discussed the cost estimate for employee health benefits. Ms. Neal reviewed the cost projections Town staff and the benefits consultant estimated based on claims history and projected costs, and cost-saving measures the Town has implemented. The Council Benefits Subcommittee previously reviewed the estimate as well. Upon a suggestion from Town Manager Harlan Jefferson, the Council requested Town staff schedule the Town's employee benefits consultant to provide additional information at the September 24, 2019, Town Council meeting.

The Council discussed additional discretionary requests from the budget, including the CCTV camera truck, the Frontier Park storage sheds, and Code Compliance staffing levels. Ms. Neal responded to questions about the request for a brush truck from the Fire Department, which had been cut from the proposed budget, noting that the funds from the General Fund would be required to fully fund the truck.

After discussion, Mayor Pro-Tem Vogelsang made a motion and Councilmember Miller seconded the motion to to approve Ordinance No. 19-65 adopting the Fiscal Year 2019-2020 Annual Budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020, as proposed.

The motion was approved by a record vote of 7-0 as follows:

Councilmember Hodges - approved
 Councilmember Miller - approved
 Councilmember Andres - approved
 Deputy Mayor Pro-Tem Dixon - approved
 Mayor Smith - approved
 Mayor Pro-Tem Vogelsang - approved
 Councilmember Ray - approved

Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Ray seconded the motion to ratify the property tax revenue increase as reflected in the Fiscal Year 2019-2020 Adopted Budget.

The motion was approved by a record vote of 7-0 as follows:

Councilmember Hodges - approved
 Councilmember Miller - approved
 Councilmember Andres - approved
 Deputy Mayor Pro-Tem Dixon - approved
 Mayor Smith - approved
 Mayor Pro-Tem Vogelsang - approved
 Councilmember Ray - approved

18. Consider and act upon an ordinance adopting the Town of Prosper 2019 Property Tax Rate. (KN)

Finance Director Kelly Neal presented this item before the Town Council. This item is to adopt the 2019 tax rate to generate sufficient revenues as required in the Adopted FY 2019-2020 Budget. The attached ordinance sets the 2019 ad valorem tax rate at \$0.52 cents per \$100 assessed valuation.

Mayor Pro-Tem Vogelsang made a motion and Councilmember Andres seconded the motion that the property tax rate be increased by the adoption of a tax rate of \$0.52 per \$100 assessed valuation, which is effectively a 5.06 percent increase in the tax rate.

The motion was approved by a record vote of 7-0 as follows:

Councilmember Hodges - approved
 Councilmember Miller - approved
 Councilmember Andres - approved
 Deputy Mayor Pro-Tem Dixon - approved
 Mayor Smith - approved
 Mayor Pro-Tem Vogelsang - approved
 Councilmember Ray - approved

19. Consider and act upon a resolution adopting the Fiscal Year 2019-2020 Capital Improvement Program. (HW)

Hulon Webb, Director of Engineering, presented this item before the Town Council. Town staff has prepared the FY 2019-2020 Proposed Capital Improvement Program (CIP) for adoption by the Town Council. This program includes budgeted capital projects for the 2019-2020 fiscal year and major planned capital projects to 2029. Mr. Webb reviewed the major streets, traffic, parks, water, wastewater, and drainage projects on the CIP. The Council directed staff to reduce the traffic signal project budgets from \$300,000 to \$250,000, and to increase the budget for Fishtrap Road from \$700,00 to \$900,00 to accommodate the design of four lanes.

After discussion, Councilmember Hodges made a motion and Councilmember Ray seconded the motion to approve Resolution No. 19-67 adopting the Fiscal Year 2019-2020 Capital Improvement Program, with the reduction in the traffic signal amounts as referenced in the staff presentation, and the design of Fishtrap Road is increased from \$700,000 to \$900,00. The motion was approved by a vote of 7-0.

20. Consider and act upon an ordinance amending various Town Fees; amending Appendix A, "Fee Schedule," to the Town's Code of Ordinances by amending Section 1, "Construction Permits and Fees," by adding a new subsection (c), "Third Party Geotechnical and Material Testing Fees," and a new subsection (d), "Camera Inspection Fee for Wastewater Mains"; amending subsection (2), "Other Fees," of Section V, "Development Fees," of Appendix A, "Fee Schedule," to the Town's Code of Ordinances by adding thereto a new subpart (I), "Engineering Plan Review Fees"; repealing existing Section IX, "Water and Sewer Rates," and replacing it with a new section IX, "Water and Sewer Rates." (KN)

Finance Director Kelly Neal presented this item before the Town Council. Town staff is requesting to implement four new fees, including third party geotechnical and material testing fees, camera inspection fees for wastewater mains, engineering plan review fees, and an inflow and infiltration fee. Town staff is also proposing to amend the commercial water base rate. No change in rates is recommended for residential customers in FY 2019-2020.

Councilmember Hodges made a motion and Councilmember Ray seconded the motion to approve Ordinance No. 19-68 amending various Town Fees; amending Appendix A, "Fee Schedule," to the Town's Code of Ordinances by amending Section 1, "Construction Permits and Fees," by adding a new subsection (c), "Third Party Geotechnical and Material Testing Fees," and a new subsection (d), "Camera Inspection Fee for Wastewater Mains"; amending subsection (2), "Other Fees," of Section V, "Development Fees," of Appendix A, "Fee Schedule," to the Town's Code of Ordinances by adding thereto a new subpart (I), "Engineering Plan Review Fees"; repealing existing Section IX, "Water and Sewer Rates," and replacing it with a new section IX, "Water and Sewer Rates." The motion was approved by a vote of 7-0.

21. Discussion on the Downtown Open Space. (DR)

This item was tabled to the September 24, 2019, Town Council 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.

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

The Town Council recessed into Executive Session at 7:20 p.m.

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

The Town Council reconvened the Regular Session at 9:09 p.m.

Councilmember Miller made a motion and Councilmember Hodges seconded the motion to appoint the following individuals to a Town Board or Commission:

BOARD NAME	TERM EXPIRES	APPOINTEE
BOARD OF ADJUSTMENT / CONSTRUCTION BOARD OF APPEALS		
Place No. 1 (Alternate)	09-30-2021	Josh Carson
Place No. 3	09-30-2021	George Dupont
Place No. 5	09-30-2021	Paul Hutchins
Place No. 7	09-30-2021	Brad Black
ECONOMIC DEVELOPMENT CORPORATION		
Place No. 1	09-30-2022	Roger Thedford
Place No. 3	09-30-2022	Jim Wicker
LIBRARY BOARD		
Place No. 1	09-30-2021	Danielle Philipson
Place No. 3	09-30-2021	Lenorah Johnson
Place No. 5	09-30-2021	Mandi Jackson
Place No. 7	09-30-2021	Andrew Cartwright
PARKS AND RECREATION BOARD		
Place No. 1	09-30-2021	Henry Coleman
Place No. 3	09-30-2021	Rebekah Land
Place No. 4	09-30-2020	Matthew Cely
Place No. 5	09-30-2021	Cameron Reeves
Place No. 7	09-30-2021	John Metcalf
PLANNING AND ZONING COMMISSION		
Place No. 1	09-30-2021	Charles Cotten
Place No. 3	09-30-2021	Amy Bartley
Place No. 5	09-30-2021	Chris Kern
Place No. 7	09-30-2021	Brandon Daniel

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

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

22. Discuss Development and Infrastructure Fees. (JW/HW)

This item was not discussed.

23. Discuss Tailgate Party. (RB)

Town Secretary/PIO Robyn Battle briefed the Council on plans for the tailgate parties for the remainder of the football season. The Council will hold a party on September 27, and will make a decision on the remainder of the season after that date.

Mr. Jefferson updated the Town Council on the STEP Grant program. The Council provided direction to continue with the program.

Council directed staff to request a traffic study on a section of US 380 to determine whether the appropriate speed limits are posted.

Adjourn.

The meeting was adjourned at 9:23 p.m. on Tuesday, September 10, 2019.

These minutes approved on the 24th day of September 2019.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



MONTHLY FINANCIAL REPORT

as of July 31, 2019

Budgetary Basis

Prepared by
Finance Department

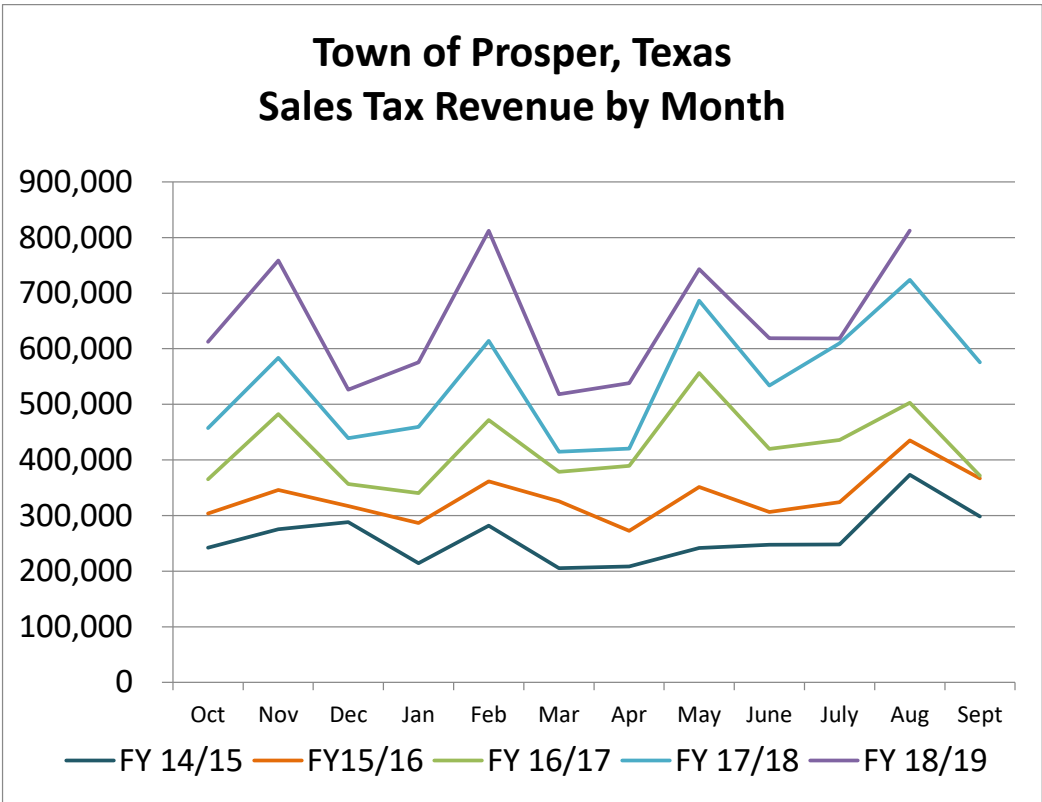
September 24, 2019

TOWN OF PROSPER, TEXAS

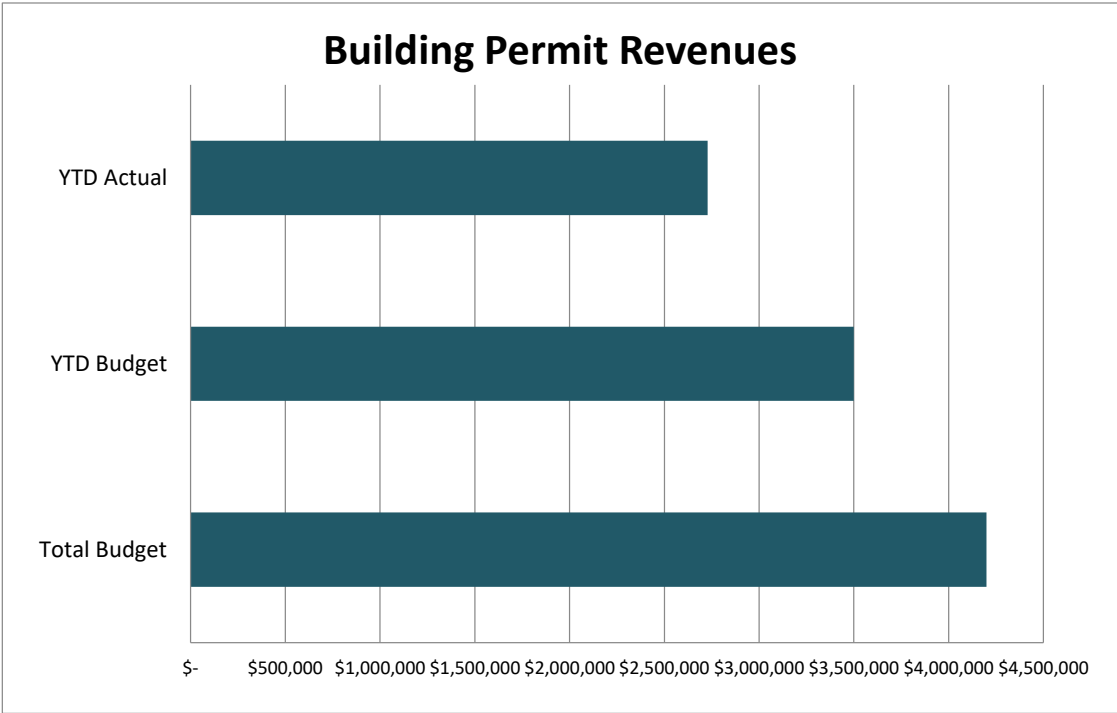
MONTHLY FINANCIAL REPORT JULY 2019

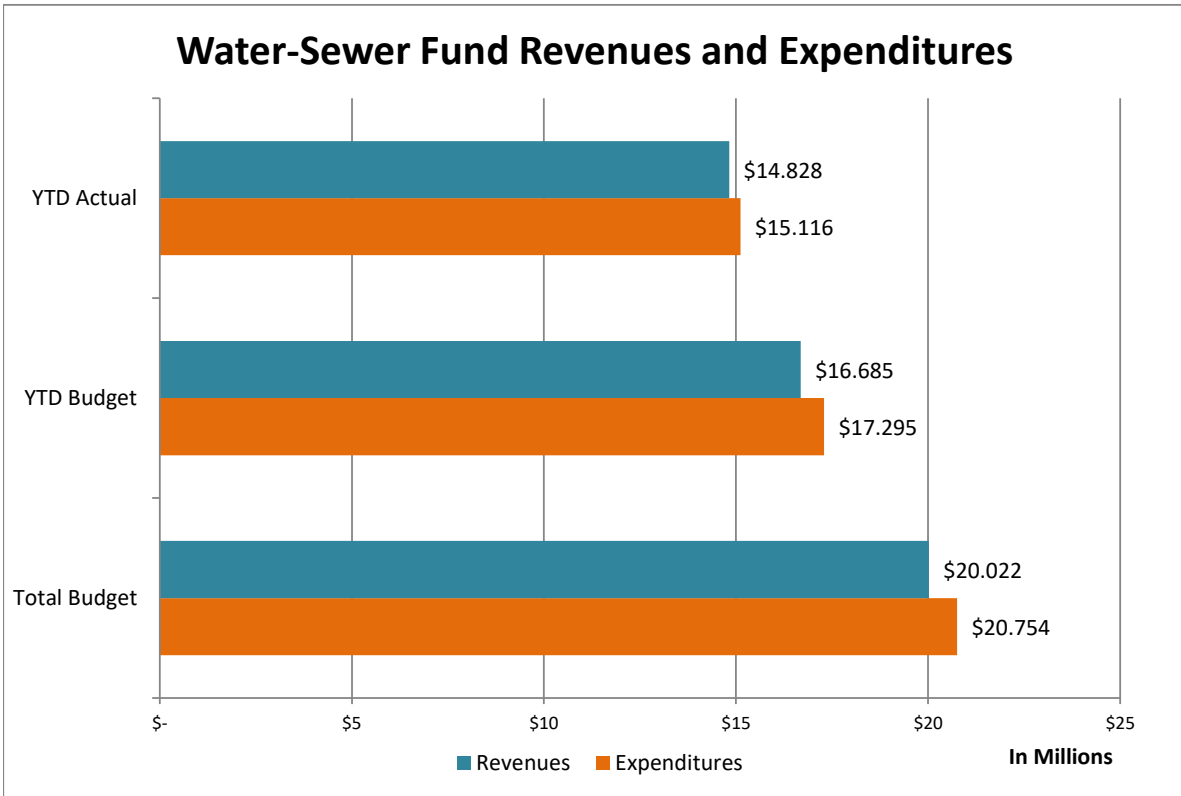
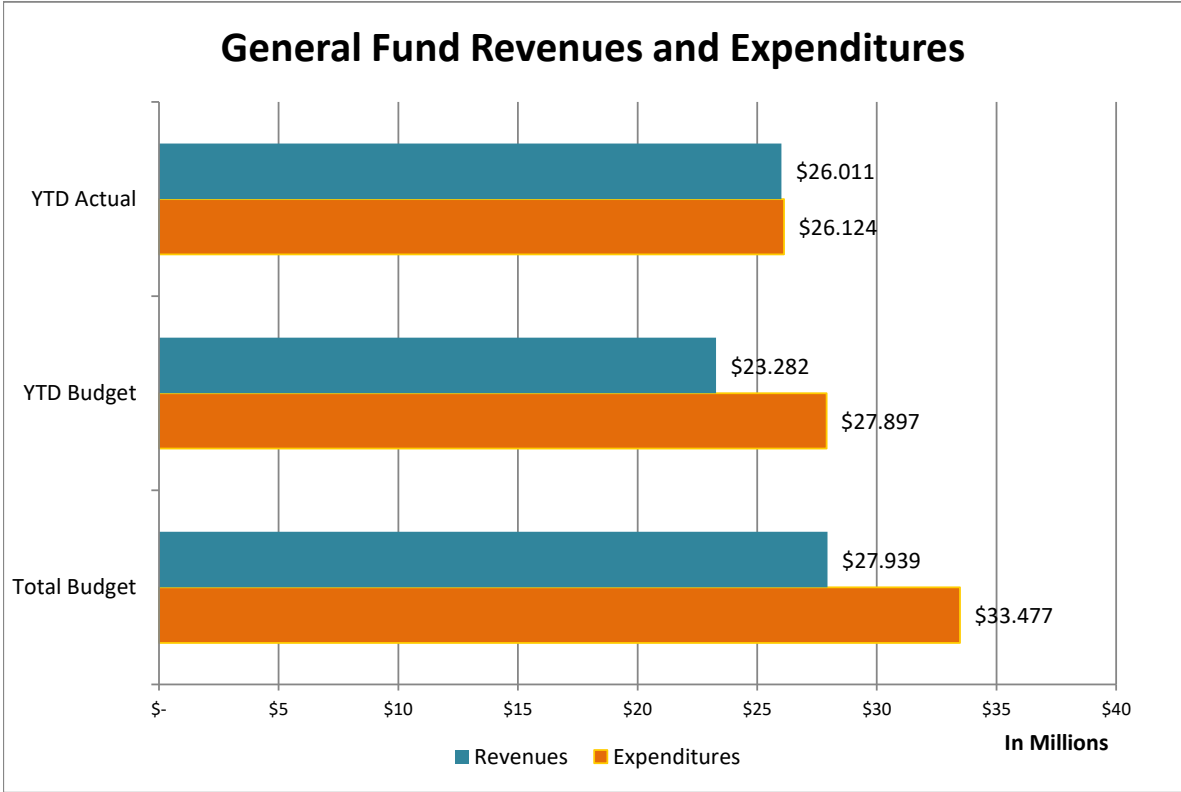
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December sales tax was the first month Special Purpose Districts received the 0.50% sales tax that in previous years was reported in the General Fund.







Prosper is a place where everyone matters.

Town of Prosper

Monthly Financial Report FY 2018/2019

Through the Month Ended July 2019

Unaudited - Intended for Management Purposes Only

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

GENERAL FUND AT A GLANCE

Category	Budget	YTD Actual	%	% Year Passed
Resources				83.33%
Revenues	\$27,938,507	\$26,011,131	93.10%	
Other Resources-Beginning Fund Balance	\$8,139,265	\$8,139,265	100.00%	
Uses				83.33%
Expenditures	\$33,476,508	\$26,124,111	78.04%	
Ending Fund Balance	\$2,601,263	\$2,601,263	100.00%	
Resources Over (Under) Uses	\$0	\$5,425,021		

UTILITY FUNDS AT A GLANCE

Category	Budget	YTD Actual	%	% Year Passed
Resources				83.33%
Revenues	\$20,606,853	\$15,335,688	74.42%	
Other Resources-Beginning Fund Balance	\$7,831,267	\$7,831,267	100.00%	
Uses				83.33%
Expenditures	\$21,010,686	\$15,315,969	72.90%	
Ending Fund Balance	\$7,427,434	\$7,427,434	100.00%	
Resources Over (Under) Uses	\$0	\$423,551		

OTHER MAJOR IMPACT FEE FUNDS AT A GLANCE

Category	Budget	YTD Actual	%	% Year Passed
Resources				83.33%
Revenues	\$10,234,000	\$9,141,146	89.32%	
Other Resources-Beginning Fund Balance	\$10,238,944	\$10,238,944	100.00%	
Uses				83.33%
Expenditures	\$17,674,473	\$8,998,520	50.91%	
Ending Fund Balance	\$2,798,471	\$2,798,471	100.00%	
Resources Over (Under) Uses	\$0	\$7,583,098		

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GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 14,361,960	\$ -	\$ 14,361,960	\$ 14,537,146	\$ -	\$ (175,186)	101%	1	\$ 12,033,710	21%
Sales Taxes	4,460,015	-	4,460,015	4,380,550	-	79,465	98%		5,097,755	-14%
Franchise Fees	1,425,650	-	1,425,650	1,120,348	-	305,302	79%	2	1,192,063	-6%
Building Permits	4,200,000	-	4,200,000	2,727,835	-	1,472,165	65%	3	3,499,349	-22%
Other Licenses, Fees & Permits	1,199,159	-	1,199,159	1,041,147	-	158,012	87%		1,157,768	-10%
Charges for Services	345,615	-	345,615	331,132	-	14,483	96%		342,173	-3%
Fines & Warrants	427,224	-	427,224	411,812	-	15,412	96%		363,072	13%
Intergovernmental Revenue (Grants)	-	61,362	61,362	100,822	-	(39,460)	164%	5	43,888	
Investment Income	212,194	-	212,194	268,249	-	(56,055)	126%		193,806	38%
Transfers In	881,541	-	881,541	734,618	-	146,923	83%		706,398	4%
Miscellaneous	103,887	-	103,887	158,937	-	(55,050)	153%	5	156,262	2%
Park Fees	259,900	-	259,900	198,535	-	61,365	76%	2	151,154	31%
Total Revenues	\$ 27,877,145	\$ 61,362	\$ 27,938,507	\$ 26,011,131	\$ -	\$ 1,927,376	93%		\$ 24,937,399	4%
EXPENDITURES										
Administration	\$ 6,122,012	\$ 1,131,293	\$ 7,253,305	\$ 6,442,489	\$ 198,726	\$ 612,090	92%	4	\$ 4,886,397	32%
Police	4,742,276	51,690	4,793,966	3,331,260	117,354	1,345,351	72%		3,666,006	-9%
Fire/EMS	7,675,378	242,457	7,917,835	6,728,100	12,735	1,177,000	85%	4	5,073,408	33%
Public Works	3,698,019	923,411	4,621,430	3,231,809	800,838	588,784	87%	4	3,344,132	-3%
Community Services	3,951,808	314,194	4,266,002	3,210,902	162,453	892,647	79%		3,134,187	2%
Development Services	3,028,688	69,524	3,098,212	2,239,093	14,700	844,420	73%		1,901,750	18%
Engineering	1,236,308	289,451	1,525,759	940,459	141,275	444,025	71%		754,304	25%
Total Expenses	\$ 30,454,489	\$ 3,022,019	\$ 33,476,508	\$ 26,124,111	\$ 1,448,081	\$ 5,904,316	82%		\$ 22,760,184	15%
REVENUE OVER (UNDER) EXPENDITURES	\$ (2,577,344)	\$ (2,960,658)	\$ (5,538,002)	\$ (112,981)				6	\$ 2,177,214	
Beginning Fund Balance October 1-Unassigned/Unrestricted			\$ 8,139,265	\$ 8,139,265					\$ 11,852,142	
Ending Fund Balance			<u>\$ 2,601,263</u>	<u>\$ 8,026,284</u>					<u>\$ 14,029,356</u>	

Notes

- Property taxes are billed in October and the majority of collections occur December through February. November 30, the Town received a large current property tax deposit.
- Franchise fees and other various license and fees are paid quarterly or annually. Finance is seeing a reduction in Construction fees collected. Revenue is not tracking as strong as projected. Park fees are seasonal and the Town should see an uptick as the season changes. Parks is estimating program fee revenue to come in lower than budget.
- Building permits issued through July compared to this time last year is down by 22% which is reflected in collected revenue reported. Finance will continue to monitor.
- Departments encumber funds for contracts that usually reflect the entire budget. Administration reflects one-time capital expenses for Police Facility FFE and enhanced construction costs. Public Works reflect one-time capital expenses associated with Street Maintenance program. For example: Fire encumbering for the ladder truck and Administration encumbering for audit and lobbyist services.
- Grant revenue: PD STEP grant YTD \$9,493.47; Fire EMPG grant YTD \$27,391.33; Collin County Library Grant \$2,575.50. California FF grant funds of \$61,361.56 posted in July. Town has received Insurance Proceeds for various TML claims that the Town has incurred.
- Adopted Budget and Budget Amendments for One-Time Expenses reflects a reduction in Fund Balance Budget of \$5.5M.

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

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WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	\$ 11,780,047	\$ -	\$ 11,780,047	\$ 7,603,005	\$ -	\$ 4,177,042	65%	1	\$ 8,126,499	-6%
Sewer Charges for Services	6,271,457	-	6,271,457	5,483,891	-	787,566	87%		4,281,803	28%
Sanitation Charges for Services	1,377,830	-	1,377,830	980,509	-	397,321	71%	1	920,192	7%
Licenses, Fees & Permits	42,052	-	42,052	136,587	-	(94,535)	325%	3	100,063	37%
Water Penalties	1,850	-	1,850	1,275	-	575	69%	1	1,300	-2%
Utility Billing Penalties	99,225	-	99,225	112,200	-	(12,975)	113%		87,012	29%
Investment Income	98,752	-	98,752	133,515	-	(34,763)	135%		98,632	35%
Other	350,892	-	350,892	376,698	-	(25,806)	107%	3	755,333	-50%
Total Revenues	\$ 20,022,105	\$ -	\$ 20,022,105	\$ 14,827,680	\$ -	\$ 5,194,425	74%		\$ 14,370,834	3%
EXPENDITURES										
Administration	\$ 2,121,521	\$ 143,274	\$ 2,264,795	\$ 1,857,752	\$ -	\$ 407,043	82%		\$ 1,405,463	32%
Debt Service	3,493,726	-	3,493,726	1,822,956	1,724,741	(53,971)	102%	2	1,398,536	
Water Purchases	5,349,510	(25,000)	5,324,510	4,238,638	-	1,085,872	80%		3,500,893	21%
Public Works	9,586,605	84,250	9,670,855	7,196,330	88,979	2,385,546	75%		6,112,166	18%
Total Expenses	\$ 20,551,362	\$ 202,524	\$ 20,753,886	\$ 15,115,675	\$ 1,813,720	\$ 3,824,491	82%		\$ 12,417,059	22%
REVENUE OVER (UNDER) EXPENDITURES	\$ (529,257)	\$ (202,524)	\$ (731,781)	\$ (287,995)					\$ 1,953,776	
Beginning Working Capital October 1			7,869,816	7,869,816					9,110,072	
Ending Working Capital			<u>\$ 7,138,035</u>	<u>\$ 7,581,821</u>					<u>\$ 11,063,848</u>	

Notes

- Rate increases are reflected. Revenue history has shown the average cumulative through July is 70.8%. See new stats being tracked on rainfall below. April, May & June had significant amount of rainfall. Nov 15 through Feb 15 is wastewater averaging months. This is also why we are seeing less water revenue billed to date due to customers watching water usage that affects wastewater charge for the next year.
- Departments encumber funds for contracts that usually reflect the entire budget. That is why we see budgets exceed 83.33% to date for encumbrances. For example: Debt service payments have been encumbered for the year. Debt service payments are paid in February and August.
- Licenses, Fees & Permits has exceeded budget due the 3% convenience fee charged for the use of merchant credit cards. The Town is charged the fee therefore reflected as a pass-thru fee. Other exceeds budgeted revenue due to PW's work order charges. Budget of \$120K and we have billed \$184,724 to date.

	Jul-19		Jul-18		Growth % Change		Average Monthly	Average Cumulative
	WATER	SEWER	WATER	SEWER				
# of Accts Residential	8,294	7,615	7,519	6,846	10.75%	October	9.9%	9.9%
# of Accts Commercial	344	258	305	229	12.73%	November	7.5%	17.4%
Consumption-Residential	122,653,820	51,088,665	179,752,810	49,822,983	-24.32%	December	5.2%	22.6%
Consumption-Commercial	11,668,330	5,827,140	13,390,490	5,487,710	-7.32%	January	4.4%	27.0%
Average Residential Water Consumption	14,788		23,906		-38.14%	February	4.4%	31.4%
Billed (\$) Residential	\$826,020.95		\$1,162,454.77			March	4.5%	35.9%
Billed (\$) Commercial	\$102,683.57		\$107,162.06			April	6.5%	42.4%
Total Billed (\$)	\$928,704.52	\$511,969.80	\$1,269,616.83	\$416,909.81	-14.58%	May	7.2%	49.6%
2nd year rate change will be reflected in November, 2018 billing						June	8.6%	58.2%
Average rainfall for June is 3.85						July	12.6%	70.8%
Rainfall	Sep-18	12.69	Sep-17	0.47		August	15.4%	86.3%
	Oct-18	15.66	Oct-17	2.12		September	13.7%	100.0%
	Nov-18	0.86	Nov-17	0.81				
	Dec-18	4.55	Dec-17	4.56				
	Jan-19	1.58	Jan-18	0.85				
	Feb-19	1.29	Feb-18	11.31				
	Mar-19	2.01	Mar-18	2.90				
	Apr-19	6.75	Apr-18	0.77				
	May-19	8.15	May-18	1.87				
	Jun-19	4.13	Jun-18	1.27				
Jul-19	0.78	Jul-18	0.25					

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DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	\$ 168,392	\$ -	\$ 168,392	\$ 78,061	\$ -	\$ 90,331	46%	1	\$ 21,052	271%
Property Taxes-Current	5,725,328	-	5,725,328	5,928,597	-	(203,269)	104%	1	5,014,145	18%
Taxes-Penalties	65,000	-	65,000	32,077	-	32,923	49%	1	16,813	91%
Interest Income	40,000	-	40,000	78,531	-	(38,531)	196%		49,735	58%
Total Revenues	\$ 5,998,720	\$ -	\$ 5,998,720	\$ 6,117,266	\$ -	\$ (118,546)	102%		\$ 5,101,744	20%
EXPENDITURES										
Professional Services	\$ 8,400	\$ -	\$ 8,400	\$ 3,571	\$ -	\$ 4,829			\$ 8,280	
2008 CO Bond Payment	-	-	-	-	-	-			558,000	
2010 Tax Note Payment	-	-	-	-	-	-			-	
2011 Refunding Bond Payment	-	-	-	-	-	-			117,000	
2012 GO Bond Payment	185,000	-	185,000	185,000	-	-	100%	2	-	
2012 OO Bond Payment	58,650	-	58,650	58,650	-	-	100%	2	-	
2013 GO Refunding Bond	160,000	-	160,000	-	160,000	-	100%	2	-	
Bond Administrative Fees	9,600	-	9,600	10,642	-	(1,042)	111%	3	14,640	-27%
2014 GO Bond Payment	265,000	-	265,000	-	265,000	-	100%	2	-	
2015 GO Bond Payment	175,000	-	175,000	175,000	-	-	100%	2	170,000	
2015 CO Bond Payment	60,000	-	60,000	60,000	-	-	100%	2	60,000	
2016 GO Debt Payment	946,800	-	946,800	946,800	-	-	100%	2	374,100	
2016 CO Debt Payment	90,000	-	90,000	90,000	-	-	100%	2	115,000	
2017 CO Debt Payment	355,000	-	355,000	355,000	-	-	100%	2	575,000	
2017 GO Debt Payment	35,000	-	35,000	35,000	-	-	100%	2	-	
2018 GO Debt Payment	115,000	-	115,000	115,000	-	-	100%	2	-	
2018 CO Debt Payment	895,000	-	895,000	895,000	-	-	100%	2	-	
Bond Interest Expense	2,839,989	-	2,839,989	1,413,704	1,426,285	-	100%	2	1,113,809	
Total Expenditures	\$ 6,198,439	\$ -	\$ 6,198,439	\$ 4,343,367	\$ 1,851,285	\$ 3,787	100%		\$ 3,097,549	
REVENUE OVER (UNDER) EXPENDITURES	\$ (199,719)	\$ -	\$ (199,719)	\$ 1,773,898					\$ 2,004,195	
Beginning Fund Balance October 1			2,558,230	2,558,230					2,147,248	
Ending Fund Balance Current Month			<u>\$ 2,358,511</u>	<u>\$ 4,332,128</u>					<u>\$ 4,151,443</u>	

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

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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 1,227,504	\$ -	\$ 1,227,504	\$ 809,066	\$ -	\$ 418,438	66%	1	\$ -	-
Interest Income	5,000	-	5,000	-	-	5,000	0%	1	-	-
Other	-	-	-	-	-	-	-		-	-
Total Revenue	\$ 1,232,504	\$ -	\$ 1,232,504	\$ 809,066	\$ -	\$ 423,438	66%		\$ -	-
EXPENDITURES										
Personnel	\$ 1,149,504	\$ -	\$ 1,149,504	\$ 964,292	\$ -	\$ 185,212	84%	2	\$ -	-
Other	83,000	-	83,000	48,665	-	34,335	59%	2	-	-
Total Expenditures	\$ 1,232,504	\$ -	\$ 1,232,504	\$ 1,012,958	\$ -	\$ 219,546	82%		\$ -	-
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ (203,892)					\$ -	-
Beginning Fund Balance October 1				-	-				-	-
Ending Fund Balance Current Month			<u>\$ -</u>	<u>\$ (203,892)</u>					<u>\$ -</u>	<u>-</u>

Notes

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

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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 1,227,504	\$ -	\$ 1,227,504	\$ 808,850	\$ -	\$ 418,654	66%	1	\$ -	-
Interest Income	5,000	-	5,000	-	-	5,000	0%	1	-	-
Other	-	-	-	-	-	-	-		-	-
Total Revenue	\$ 1,232,504	\$ -	\$ 1,232,504	\$ 808,850	\$ -	\$ 423,654	66%		\$ -	-
EXPENDITURES										
Personnel	\$ 1,160,004	\$ -	\$ 1,160,004	\$ 1,066,162	\$ 11,000	\$ 82,842	93%	2	\$ -	-
Other	72,500	-	72,500	47,542	-	24,958	66%	2	-	-
Total Expenditures	\$ 1,232,504	\$ -	\$ 1,232,504	\$ 1,113,704	\$ 11,000	\$ 107,800	91%		\$ -	-
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ (304,855)					\$ -	-
Beginning Fund Balance October 1				-	-				-	-
Ending Fund Balance Current Month			<u>\$ -</u>	<u>\$ (304,855)</u>					<u>\$ -</u>	<u>-</u>

Notes

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

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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-		\$ -	
Other Reimbursements	20,000	-	20,000	121,480	-	(101,480)	607%	1	-	
Interest Income	25,000	-	25,000	47,347	-	(22,347)	189%		24,489	
Transfers In	1,597,961	-	1,597,961	1,359,710	-	238,251	85%	3	899,042	
Total Revenue	\$ 1,642,961	\$ -	\$ 1,642,961	\$ 1,528,538	\$ -	\$ 114,423	93%		\$ 923,531	66%
EXPENDITURES										
Vehicle Replacement	\$ 532,339	\$ 740,325	\$ 1,272,664	\$ 877,492	\$ 472,373	\$ (77,200)	106%	2	\$ 265,425	
Equipment Replacement	277,336	-	277,336	292,910	-	(15,574)	106%	2	61,360	
Technology Replacement	85,870	-	85,870	64,726	-	21,144	75%	2	2,555	
Total Expenditures	\$ 895,545	\$ 740,325	\$ 1,635,870	\$ 1,235,128	\$ 472,373	\$ (71,630)	104%		\$ 329,340	
REVENUE OVER (UNDER) EXPENDITURES	\$ 747,416	\$ (740,325)	\$ 7,091	\$ 293,410					\$ 594,191	
Beginning Fund Balance October 1			2,337,780	2,337,780					1,710,537	
Ending Fund Balance Current Month			<u>\$ 2,344,871</u>	<u>\$ 2,631,190</u>					<u>\$ 2,304,728</u>	

Notes

- 1 Auction revenues and insurance reimbursements are placed in the Other Reimbursements account as they occur. The revenue reflected is for last year's auction proceeds. Auction proceeds reported this year is due to when the auction took place and when funds were received.
- 2 Funds have been expended or encumbered for this year's replacement vehicles, equipment, and technology.
- 3 Transfers In exceed YTD of budget due to insurance proceeds that should have been posted to VERF. This is reflected in April as additional transfer in.

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STORM DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	\$ 577,248	\$ -	\$ 577,248	\$ 504,889	\$ -	\$ 72,359	87%		\$ 428,471	18%
Interest Income	7,500	-	7,500	3,119	-	4,381	42%	1	1,684	85%
Other Revenue	-	-	-	-	-	-	-		-	-
Total Revenue	\$ 584,748	\$ -	\$ 584,748	\$ 508,008	\$ -	\$ 76,740	87%		\$ 430,155	18%
EXPENDITURES										
Personnel Services	\$ 162,360	\$ -	\$ 162,360	\$ 132,925	\$ -	\$ 29,435	82%		\$ 86,981	53%
Debt Service	-	-	-	-	-	-	0%	2	192,643	
Operating Expenditures	20,700	-	20,700	5,919	-	14,781	29%		13,560	-56%
Transfers Out	73,740	-	73,740	61,450	-	12,290	83%		68,727	-11%
Total Expenses	\$ 256,800	\$ -	\$ 256,800	\$ 200,294	\$ -	\$ 56,506	78%		\$ 361,911	-45%
REVENUE OVER (UNDER) EXPENDITURES	\$ 327,948	\$ -	\$ 327,948	\$ 307,714					\$ 68,243	
Beginning Working Capital October 1			(38,549)	(38,549)					(79,275)	
Ending Working Capital Current Month			<u>\$ 289,399</u>	<u>\$ 269,165</u>					<u>\$ (11,032)</u>	

Note

- 1 Due to low fund balance, this impacts Stormwater Drainage's claim on cash and share of earned interest revenue.
- 2 Stormwater's debt service is being absorbed in the Debt Service Fund to help assist the negative fund balance. This is a one year assistance.

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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	\$ 600,000	\$ -	\$ 600,000	\$ 375,146	\$ -	\$ 224,854	63%	2	\$ 223,433	
Park Improvements	250,000	-	250,000	113,784	-	136,216	46%	2	69,200	
Contributions/Grants	-	-	-	-	-	-	-		-	
Interest-Park Dedication	10,000	-	10,000	16,775	-	(6,775)	168%		23,485	-29%
Interest-Park Improvements	8,000	-	8,000	19,752	-	(11,752)	247%		14,933	32%
Total Revenue	\$ 868,000	\$ -	\$ 868,000	\$ 525,458	\$ -	\$ 342,542	61%		\$ 331,052	59%
EXPENDITURES										
Miscellaneous Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-		\$ -	
Professional Services-Park Ded	-	-	-	-	-	-	-		-	
Professional Services-Park Imp	246,500	160,990	407,490	-	-	407,490	0%		-	
Developer Reimbursement-Park Imp	-	-	-	-	-	-	-		-	
Capital Exp-Park Imp	474,500	57,990	532,490	19,315	127,175	386,000	28%	1	870,693	
Capital Exp-Park Ded	-	-	-	-	-	-	-		455,113	
Transfers Out	-	-	-	-	-	-	-		-	
Total Expenses	\$ 721,000	\$ 218,980	\$ 939,980	\$ 19,315	\$ 127,175	\$ 793,490	16%		\$ 1,325,806	
REVENUE OVER (UNDER) EXPENDITURES	\$ 147,000	\$ (218,980)	\$ (71,980)	\$ 506,143					\$ (994,754)	
Beginning Fund Balance October 1			1,857,785	1,857,785					3,683,495	
Ending Fund Balance Current Month			<u>\$ 1,785,805</u>	<u>\$ 2,363,928</u>					<u>\$ 2,688,741</u>	

Notes

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

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TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	\$ 125,000	\$ -	\$ 125,000	\$ 19,868	\$ 105,132	16%		\$ 11,462	
Wastewater Impact Fees	75,000	-	75,000	11,852	63,148	16%		5,644	
East Thoroughfare Impact Fees	300,000	-	300,000	92,173	207,827	31%		191,590	
Property Taxes - Town (Current)	290,232	-	290,232	340,626	(50,394)	117%		132,016	
Property Taxes - Town (Rollback)	-	-	-	-	-			-	
Property Taxes - County (Current)	83,081	-	83,081	73,604	9,477	89%		34,862	
Sales Taxes - Town	450,000	-	450,000	374,401	75,599	83%		121,512	
Sales Taxes - EDC	390,000	-	390,000	313,560	76,440	80%		101,766	
Investment Income	5,000	-	5,000	8,451	(3,451)	169%		4,516	
Transfer In	-	-	-	1,449	(1,449)		1		
Total Revenue	\$ 1,718,313	\$ -	\$ 1,718,313	\$ 1,235,983	\$ 482,330	72%		\$ 394,673	
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ 74	\$ -			\$ -	
Developer Rebate	1,718,313	-	1,718,313	1,178,853	539,460	69%		-	
Transfers Out	-	-	-	-	-			-	
Total Expenses	\$ 1,718,313	\$ -	\$ 1,718,313	\$ 1,178,927	\$ 539,460	69%		\$ -	
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 57,056				\$ 394,673	
Beginning Fund Balance October 1			213,282	213,282				187,499	
Ending Fund Balance Current Month			<u>\$ 213,282</u>	<u>\$ 270,338</u>				<u>\$ 582,172</u>	

Note

1 Sales Tax audit confirmed correcting sales tax reported in the prior year to the GF and EDC that should be TIRZ # 1 revenue. Transfer In reflects this amount.

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TIRZ #2 - MATTHEWS SOUTHWEST

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES								
Impact Fee Revenue:								
West Thoroughfare Impact Fees	\$ 325,500	\$ -	\$ 325,500	\$ -	0%		\$ -	0%
Property Taxes - Town (Current)	15,053	-	15,053	15,053	100%		-	0%
Property Taxes - Town (Rollback)	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	4,308	-	4,308	3,738	87%		-	0%
Sales Taxes - Town	150	-	150	12	8%		(14)	0%
Sales Taxes - EDC	150	-	150	12	8%		(14)	0%
Investment Income	1,000	-	1,000	487	49%		304	60%
Total Revenue	\$ 346,161	\$ -	\$ 346,161	\$ 19,301	6%		\$ 275	6912%
EXPENDITURES								
Professional Services	\$ -	\$ -	\$ -	\$ -			\$ -	0%
Developer Rebate	346,161	-	346,161	19,959	6%		-	0%
Transfers Out	-	-	-	-			-	0%
Total Expenditures	\$ 346,161	\$ -	\$ 346,161	\$ 19,959	6%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ (658)			\$ 275	
Beginning Fund Balance October 1			25,922	25,922			25,477	
Ending Fund Balance Current Month			<u>\$ 25,922</u>	<u>\$ 25,264</u>			<u>\$ 25,752</u>	

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WATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES									
Impact Fees Water	\$ 3,584,000	\$ -	\$ 3,584,000	\$ 2,727,871					
Interest - Water	40,000	-	40,000	43,795					
Total Revenues	\$ 3,624,000	\$ -	\$ 3,624,000	\$ 2,771,666					
EXPENDITURES									
Developer Reimbursements									
TVG Westside Utility Developer Reimb	\$ 975,000	\$ 975,000	\$ -	\$ 975,000	\$ 691,016	\$ -	\$ 283,984	\$ 283,984	
Parks at Legacy Developer Reimb	25,000	25,000	-	25,000	-	-	25,000	25,000	
Prosper Partners Developer Reimb	129,750	129,750	-	129,750	303,155	-	(173,405)	(173,405)	
Prosper Lakes Developer Reimb	97,500	97,500	-	97,500	7,800	-	89,700	89,700	
Star Trail Developer Reimb	292,500	292,500	-	292,500	413,400	-	(120,900)	(120,900)	
TVG Windsong Developer Reimb	100,000	100,000	-	100,000	163,800	-	(63,800)	(63,800)	
Total Developer Reimbursements	\$ 1,619,750	\$ 1,619,750	\$ -	\$ 1,619,750	\$ 1,579,171	\$ -	\$ 40,579	\$ 40,579	
Capital Expenditures									
Fishtrap Elevated Storage	3,468,700	2,525,348	446,805	2,972,153	2,862,459	87,032	22,662	522,129	(2,920) Construction 10% complete
Water Supply Line Phase 1 and Easement Costs	1,004,850	1,414,154	(234,304)	1,179,850	123,283	172,622	883,944	652,949	55,995 Construction complete
Custer Road Pump Station Expansion	788,450	272,950	237,333	510,283	595,278	3,785	(88,780)	163,167	26,220 Construction 100% complete
LLP Phase 2 Pipeline Easement Costs	1,000,000	1,487,150	(1,487,150)	-	-	-	-	-	1,000,000 moved project out to FY 2021
LLP Phase Pump Station, GST, and Water Line	150,000	-	150,000	150,000	150,000	-	-	-	- funds transferred to CIP fund
First St (DNT-Coleman)	25,000	25,000	-	25,000	25,000	-	-	-	- funds transferred to CIP Fund in June 2019
Total Projects	\$ 6,437,000	\$ 5,724,602	\$ (887,316)	\$ 4,837,286	\$ 3,756,021	\$ 263,439	\$ 817,826	\$ 1,338,245	\$ 1,079,295
Total Expenditures	\$ 8,056,750	\$ 7,344,352	\$ (887,316)	\$ 6,457,036	\$ 5,335,191	\$ 263,439	\$ 858,406	\$ 1,338,245	\$ 1,119,874
REVENUE OVER (UNDER) EXPENDITURES			\$ (2,833,036)	\$ (2,563,526)					
Beginning Fund Balance October 1			4,074,701	4,074,701					
Ending Fund Balance Current Month			\$ 1,241,665	\$ 1,511,175					

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WASTEWATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES									
Impact Fees Wastewater	\$ 600,000	\$ -	\$ 600,000	\$ 798,865					
Interest - Wastewater	12,000	-	12,000	29,647					
Upper Trinity Equity Fee	200,000	-	200,000	205,000					
Total Revenues	<u>\$ 812,000</u>	<u>\$ -</u>	<u>\$ 812,000</u>	<u>\$ 1,033,512</u>					
EXPENDITURES									
Developer Reimbursements									
LaCima Developer Reimb	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ 71,457	\$ -	\$ (61,457)	\$ -	\$ (61,457)
TVG Westside Utility Developer Reimb	170,750	170,750	-	170,750	166,695	-	4,055	-	4,055
Prosper Partners Utility Developer Reimb	40,000	40,000	-	40,000	80,869	-	(40,869)	-	(40,869)
Frontier Estates Developer Reimb	51,225	51,225	-	51,225	8,538	-	42,688	-	42,688
Brookhollow Developer Reimb	5,000	5,000	-	5,000	-	-	5,000	-	5,000
TVG Windsong Developer Reimb	68,300	68,300	-	68,300	153,034	-	(84,734)	-	(84,734)
Star Trail Developer Reimb	-	-	-	-	72,398	-	(72,398)	-	(72,398)
All Storage Developer Reimb	15,000	15,000	-	15,000	-	-	15,000	-	15,000
Lagacy Garden Developer Reimb	100,000	100,000	-	100,000	-	-	100,000	-	100,000
Total Developer Reimbursements	<u>\$ 460,275</u>	<u>\$ 460,275</u>	<u>\$ -</u>	<u>\$ 460,275</u>	<u>\$ 552,991</u>	<u>\$ -</u>	<u>\$ (92,716)</u>	<u>\$ -</u>	<u>\$ (92,716)</u>
Capital Expenditures									
Total Projects	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 460,275</u>	<u>\$ 460,275</u>	<u>\$ -</u>	<u>\$ 460,275</u>	<u>\$ 552,991</u>	<u>\$ -</u>	<u>\$ (92,716)</u>	<u>\$ -</u>	<u>\$ (92,716)</u>
REVENUE OVER (UNDER) EXPENDITURES									
			\$ 351,725	\$ 480,521					
Beginning Fund Balance October 1			1,256,837	1,256,837					
Ending Fund Balance Current Month			<u>\$ 1,608,562</u>	<u>\$ 1,737,358</u>					

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THOROUGHFARE IMPACT FEES FUND

Project	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES									
East Thoroughfare Impact Fees	\$ 2,825,000	\$ -	\$ 2,825,000	\$ 1,099,035					
West Thoroughfare Impact Fees	2,035,000	-	2,035,000	3,633,196					
Interest-East Thoroughfare Impact Fees	50,000	-	50,000	24,717					
Interest-West Thoroughfare Impact Fees	20,000	-	20,000	53,561					
Total Revenues	\$ 4,930,000	\$ -	\$ 4,930,000	\$ 4,810,510					
EXPENDITURES									
East									
Developer Agreement - PISD	350,000	-	350,000	462,510	-	(112,510)	-	(112,510)	
Prosper Trail (Kroger - Coit)	3,282,000	-	2,982,000	-	-	2,982,000	305,000	2,977,000	Construction 60% complete
Prosper Trail (Coit - Custer)	810,000	207,209	407,209	167,212	39,997	200,000	402,791	200,000	Design 70% complete-field survey 100% complete
Coit Road (First - Frontier)	1,289,900	689,900	1,289,900	250,545	506,027	533,328	533,328	-	Design 60% complete
First St. DNT-Coleman-EAST	585,000	-	96,000	(536)	-	96,536	488,667	96,869	Design 70% complete
FM2478 ROW (US380-FM1461)	149,000	-	69,000	68,832	-	168	80,000	168	Agreement with TxDOT, TxDOT has acquired 94% of ROW, Design complete
Traffic Signal - Coit Rd & First Street	250,000	-	250,000	250,000	-	-	-	-	Bid awarded August 13, 2019
Total East	\$ 6,715,900	\$ 4,547,000	\$ 897,109	\$ 5,444,109	\$ 1,198,563	\$ 546,025	\$ 3,699,522	\$ 1,809,786	\$ 3,161,527
West									
TVG Developer Reimb	543,384	-	543,384	-	-	543,384	-	543,384	
Parks at Legacy Developer Reimb	250,000	-	250,000	219,893	-	30,107	-	30,107	
Star Trail Developer Reimb	400,000	-	400,000	395,062	-	4,938	-	4,938	
Legacy Garden Developer Reimb	250,000	-	250,000	-	-	250,000	-	250,000	
E-W Collector Cook Lane (First - End)	1,525,000	178,588	1,428,588	103,705	1,205,923	118,960	74,667	140,705	Design 65% complete
First St. DNT-Coleman-EAST	465,672	-	42,000	5,000	-	37,000	\$ 340,600	120,072	Design 70% complete
First (DNT Intersection Improvements)	1,250,000	-	1,250,000	1,093,800	-	156,200	-	156,200	Construction 20% complete
Prosper Trail (DNT Intersection Improvements)	75,000	-	75,000	75,000	-	-	-	-	Funds transferred to CIP Fund
Total West	\$ 4,759,056	\$ 4,060,384	\$ 178,588	\$ 4,238,972	\$ 1,892,460	\$ 1,205,923	\$ 1,140,589	\$ 415,267	\$ 1,245,406
Total Expenditures	\$ 11,474,956	\$ 8,607,384	\$ 1,075,697	\$ 9,683,081	\$ 3,091,023	\$ 1,751,948	\$ 4,840,110	\$ 2,225,053	\$ 4,406,932
REVENUE OVER (UNDER) EXPENDITURES			\$ (4,753,081)	\$ 1,719,487					
Beginning Fund Balance October 1			2,915,521	2,915,521					
Ending Fund Balance Current Month			<u>\$ (1,837,560)</u>	<u>\$ 4,635,008</u>					

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SPECIAL REVENUE FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Obligated	Change from Prior Year
Police Donation Revenue	\$ 15,000	\$ -	\$ 15,000	\$ 13,888	\$ -	\$ 1,112	93%		\$ 14,871	-7%
Police Grant	-	-	-	-	-	-	-		-	-
Fire Donation Revenue	14,000	25,310	39,310	16,053	-	23,257	41%	1	12,111	33%
Child Safety Revenue	5,000	-	5,000	6,607	-	(1,607)	132%		6,333	4%
Court Security Revenue	7,700	-	7,700	7,593	-	107	99%		6,726	13%
Court Technology Revenue	10,395	-	10,395	10,124	-	271	97%		8,968	13%
LEOSE Revenue	4,000	-	4,000	2,739	-	1,261	-		2,718	-
Library Grant	-	-	-	-	-	-	-		-	-
Interest Income	2,765	-	2,765	6,092	-	(3,327)	220%		4,598	32%
Tree Mitigation Revenue	-	-	-	-	-	-	-		27,475	-100%
Cash Seizure/Forfeiture	-	-	-	2,966	-	(2,966)	-		-	-
Donations - ITCC	-	-	-	-	-	-	-		-	-
Transfer In	-	-	-	-	-	-	-		-	-
Total Revenue	\$ 58,860	\$ 25,310	\$ 84,170	\$ 66,063	\$ -	\$ 18,107	78%		\$ 83,799	-21%
EXPENDITURES										
LEOSE Expenditure	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ (150)	-		\$ -	-
Court Technology Expense	5,665	-	5,665	12,447	-	(6,782)	220%	2	-	-
Court Security Expense	12,996	-	12,996	7,056	-	5,940	54%		-	-
Police Donation Expense	20,000	(11,884)	8,116	1,095	-	7,021	13%		11,414	-
Fire Donation Expense	5,000	25,310	30,310	24,148	58	6,104	80%	1	31,323	-
Child Safety Expense	5,000	-	5,000	3,781	-	1,219	76%		2,124	-
Tree Mitigation Expense	6,339	-	6,339	-	-	6,339	0%		-	-
Library Grant Expense	-	-	-	-	-	-	-		-	-
Police Seizure Expense	5,000	11,884	16,884	9,020	8,817	(953)	106%	3	3,400	-
Total Expenses	\$ 60,000	\$ 25,310	\$ 85,310	\$ 57,698	\$ 8,875	\$ 18,738	68%		\$ 48,261	
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,140)	\$ -	\$ (1,140)	\$ 8,365					\$ 35,539	
Beginning Fund Balance October 1			\$ 1,755,882	\$ 1,755,882					\$ 1,681,040	
Ending Fund Balance Current Month			<u>\$ 1,754,742</u>	<u>\$ 1,764,247</u>					<u>\$ 1,716,579</u>	

Note

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

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CAPITAL PROJECTS FUND-GENERAL

Item 7.

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT	
REVENUES										
Grants	\$ -	\$ -	\$ -	\$ -	-	-	-	-		
Contributions/Interlocal Revenue	1,000,000	-	1,000,000	2,834,750	-	-	-	-		
Bond Proceeds	-	18,085,000	18,085,000	18,153,680	-	-	-	-		
Interest	-	-	-	217,316	-	-	-	-		
Interest-2004 Bond	-	-	-	-	-	-	-	-		
Interest-2006 Bond	-	-	-	1,518	-	-	-	-		
Interest-2008 Bond	-	-	-	-	-	-	-	-		
Interest-2012 GO Bond	-	-	-	282	-	-	-	-		
Interest-2015 Bond	-	-	-	32,201	-	-	-	-		
Interest-2016 Bond	-	-	-	71	-	-	-	-		
Interest-2017 Bond	-	-	-	4,024	-	-	-	-		
Transfers In-General Fund	-	6,399,587	6,399,587	6,805,213	-	-	-	-		
Transfers In-Impact Fee Funds	-	325,000	325,000	355,000	-	-	-	-		
Transfers In-Bond Funds	-	-	-	5,312,640	-	-	-	-		
Total Revenues	\$ 1,000,000	\$ 24,484,587	\$ 25,809,587	\$ 33,716,695						
EXPENDITURES										
Frontier Parkway (BNSF Overpass)	2,180,000	1,230,996	-	1,230,996	-	-	1,230,996	-	2,180,000 E Thoro Fund paid 3,650,000 for interlocal payment. Collin County Project-construction Winter 2020-2021	
Downtown Enhancements	2,566,275	-	1,620,487	1,620,487	1,620,094	325,515	(325,122)	776,276	(155,610) Construction 95% complete. Council approved change order 8/13/2019.	
West Prosper Roads	15,881,000	3,100,000	4,468,603	7,568,603	4,043,990	93,709	3,430,904	8,069,266	3,674,035 Phase 1-Construction complete	
									- Phase 2-design complete; construction 65% complete	
									- Phase 3-design 90% complete; construction start date: Fall 2019	
Prosper Trail (Kroger to Coit)	4,762,308	-	3,827,689	3,827,689	1,861,166	1,970,911	(4,388)	906,515	23,716 Construction 60% complete	
First Street (DNT to Coleman)	2,439,915	7,408	1,819,785	1,827,193	245,761	120,111	1,461,321	861,807	1,212,236 Design 70% complete	
Old Town Streets 2015 (Broadway,Fifth, McKinley)	1,000,000	-	766,411	766,411	718,216	48,195	-	214,758	18,831 Construction 99% complete	
Eighth Street (Church-PISD)	260,000	-	202,736	202,736	196,977	5,759	(0)	43,782	13,483 Construction 50% complete	
Field Street (First-Broadway)	140,060	-	132,242	132,242	130,694	1,547	0	7,819	0 Project complete	
Town Hall Infrastructure Improvements	1,288,584	-	-	-	2,013	161	(2,174)	1,068,290	218,120 Project complete	
Windsong Ranch, Phase 2 & Phase 3	1,630,000	-	722,745	722,745	643,298	-	79,447	907,255	79,448 Phase 3 construction complete	
Fifth Street (Coleman - Church)	260,856	-	20,166	20,166	17,655	2,512	-	240,690	0 Project complete	
Third Street (Main - Coleman)	76,363	-	40,339	40,339	34,625	5,714	-	36,024	- Project complete	
First Street (DNT Intersection Improvements)	1,387,000	-	110,585	110,585	33,639	-	76,946	26,415	1,326,946 Construction 20% complete	
Victory Way (Coleman-Frontier)	2,500,000	2,250,000	247,600	2,497,600	137,457	110,143	2,250,000	-	2,252,400 Design 90% complete, construction start: Fall 2019	
Fishtrap (Teel Intersection Improvements)	150,000	-	150,000	150,000	35,098	13,175	101,727	5,027	96,700 Design 95% complete; construction start: Fall 2019	
Coleman Street (Gorgeous-Prosper Trail)	375,000	-	375,000	375,000	42,504	307,839	24,657	-	24,657 Construction complete	
Prosper Trail/DNT Intersection Improvements	88,000	-	88,000	88,000	74,765	-	-	-	0	
Fishtrap Section 1 & 4	778,900	-	778,900	778,900	22,576	327,200	429,124	-	429,124 Design 30% complete	
Acacia Parkway	1,022,782	-	242,739	242,739	110,913	-	131,825	780,043	131,825	
FM2478 (US380-FM1461)	388,000	-	174,205	174,205	-	-	174,205	207,914	180,086 TxDOT acquired 94% of the ROW; construction start: Summer 2020	
Total Street Projects	\$ 39,175,043	\$ 6,588,404	\$ 15,788,230	\$ 22,376,634	\$ 9,971,442	\$ 3,345,725	\$ 9,059,468	\$ 14,151,881	\$ 11,705,997	
Decorative Monument Street Signs	150,000	-	22,709	22,709	22,709	-	-	115,486	11,806 Project complete	
Traffic Signal - Fishtrap/Teel	34,100	-	34,100	34,100	-	34,100	-	-	- Design 65% complete	
Total Traffic Projects	\$ 184,100	\$ -	\$ 56,809	\$ 56,809	\$ 22,709	\$ 34,100	\$ -	\$ 115,486	\$ 11,806	
HWY 289 Gateway Monument	\$ 411,200	\$ -	\$ 407,086	\$ 407,086	\$ 90,243	\$ 278,509	\$ 38,334	\$ -	\$ 42,448	Piers and retaining wall completed. Sign piers and walls being poured.
US 380 Median Design (Green Ribbon)	809,250	-	17,459	17,459	9,584	7,875	-	-	791,791 Design complete; construction start date: Fall 2019	
Whitley Place H&B Trail Extension	500,000	500,000	-	500,000	-	-	500,000	-	500,000 Grant funds from Texas Wildlife-meeting with grant on start date	
Frontier Park Soccer Field Improvements	107,368	-	54,478	54,478	22,204	-	32,274	52,890	32,274	
Total Park Projects	\$ 1,827,818	\$ 500,000	\$ 479,023	\$ 979,023	\$ 122,032	\$ 286,384	\$ 570,608	\$ 52,890	\$ 1,334,238	
Town Hall Professional Services	2,248,580	-	-	-	-	-	-	2,248,580	-	Services completed
Town Hall Multipurpose Facility	20,072,581	-	71,028	71,028	64,003	5,289	1,736	19,762,473	240,816	project complete
Town Hall - FF&E	1,362,000	-	181,545	181,545	84,012	28,169	69,365	1,180,569	69,251	FFE still working on art for facility
Public Safety Complex, Phase 1	1,439,196	385,000	982,120	1,367,120	884,416	376,951	105,753	273,730	(95,901)	Final design 100% complete; construction 5% complete
Public Safety Complex, Phase 1-Dev Costs	550,000	850,000	(300,000)	-	-	-	550,000	-	550,000	Final design 100% complete; construction start date: Spring 2019
Public Safety Complex, Phase 1-Construction	12,500,000	10,765,000	1,735,000	12,500,000	845,594	11,598,076	56,330	-	56,330	Final design 100% complete; construction start date: Spring 2019
Public Safety Complex, Phase 1-FFE	1,165,000	-	1,165,000	1,165,000	-	-	1,165,000	-	1,165,000	Final design 100% complete; construction start date: Spring 2019
Parks and Public Works Complex	3,650,000	-	1,981,375	1,981,375	1,138,778	-	842,597	17,825	2,493,397	Land purchased
Fire Ladder Truck	1,649,651	-	1,649,651	1,649,651	416,648	-	250,302	-	250,302	Truck ordered and expected delivery 8/11/2019
Total Facility Projects	\$ 44,637,008	\$ 12,000,000	\$ 7,465,719	\$ 19,465,719	\$ 3,433,450	\$ 12,991,186	\$ 3,041,083	\$ 23,483,177	\$ 4,729,195	
Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ 18,627	\$ -	\$ -	\$ -	\$ -	
Total Expenditures	\$ 85,823,969	\$ 19,088,404	\$ 23,789,782	\$ 42,878,186	\$ 13,568,260	\$ 16,657,395	\$ 12,671,159	\$ 37,803,433	\$ 17,781,236	
REVENUE OVER (UNDER) EXPENDITURES				\$ (17,068,599)	\$ 20,148,436					
Beginning Fund Balance October 1				10,600,003	10,600,003					
Ending Fund Balance Current Month				\$ (6,468,596)	\$ 30,748,439					

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

CAPITAL PROJECTS FUND-WATER/SEWER

Project	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance	STATUS OF PROJECT	
REVENUES										
Interest Income	\$ -	\$ -	\$ -	\$ 82,627						
Interest-2016 CO Bond	-	-	-	3,177						
Interest-2017 CO Bond	-	-	-	7,571						
Interest-2018 CO Bond	-	-	-	-						
Bond Proceeds	-	8,750,000	8,750,000	4,630,160						
Transfers In - Impact Fees	-	2,842,553	2,842,553	2,842,553						
Transfers In	-	-	-	1,224,547						
Transfers In-Bond Funds	-	-	-	2,751,000						
Total Revenues	\$ -	\$ 11,592,553	\$ 11,592,553	\$ 11,541,634						
EXPENDITURES										
Lower Pressure Plane Pump Station Design	1,585,100	1,439,287	-	1,439,287	-	-	1,439,287	145,813	1,439,287	Construction complete for Lovers Lane; design 90% complete
Prosper Trail EST Construction	517,300	-	9,650	9,650	9,650	-	-	481,669	25,981	Project complete
FishTrap EST (South)	5,758,000	-	5,757,553	5,757,553	885,433	4,872,567	(447)	-	-	Construction 15% complete
Water Supply Line Phase 1	11,488,050	-	10,546,180	10,546,180	2,279,778	8,481,507	(215,105)	-	726,765	construction complete
Water Supply Line Phase 1 Easement Costs	1,691,500	-	1,691,500	1,691,500	1,024,148	-	667,352	-	667,352	construction complete
Glenbrooke Water Meter PRVs	407,200	-	150,000	150,000	115,148	35,250	(398)	-	256,802	2012 CO Bonds
Custer Rd Meter Station/Water Line Relocation	290,325	-	290,325	290,325	38,113	252,212	-	-	-	Design 95% complete; construction start: Summer 2019
Church/Parvin WW Reconstruction	100,000	100,000	-	100,000	-	-	100,000	-	100,000	
Doe Branch WWTP 0.25 MGD Expansion	3,625,000	3,625,000	(3,625,000)	-	-	-	-	-	3,625,000	Project cancelled
Parks and Public Works Complex	2,000,000	-	1,448,825	1,448,825	1,133,173	-	315,652	375	866,452	Land Purchased
E-W Collector (Cook-DNT)	295,775	-	295,775	295,775	-	295,775	-	-	-	
Total Water & Wastewater Projects	\$ 27,758,250	\$ 5,164,287	\$ 16,564,808	\$ 21,729,095	\$ 5,485,443	\$ 13,937,311	\$ 2,306,341	\$ 627,857	\$ 7,707,639	
Old Town Drainage	500,000	460,000	8,800	468,800	20,236	9,800	438,764	42,400	427,564	Design complete-construction start date: Summer 2019
Coleman Rd Drainage	308,479	290,979	-	-	-	-	-	17,500	290,979	Project slated for FY 2021
Old Town Land Drainage Land Acq	925,000	-	10,000	10,000	12,593	500	(3,093)	533,486	378,421	Project slated for FY 2021
Old Town Drainage Broadway Design & Construction	791,149	550,000	101,250	651,250	41,350	21,400	588,500	73,250	655,149	Design 100% complete-construction start date: Fall 2019
Old Town Drainage Fifth Street Trunk Main	400,000	127,038	(115,909)	11,129	272,962	-	(261,833)	55,909	71,129	
Total Drainage Projects	\$ 2,924,628	\$ 1,428,017	\$ 4,141	\$ 1,141,179	\$ 347,141	\$ 31,700	\$ 762,338	\$ 722,545	\$ 1,823,242	
Transfer out										
Total Expenses	\$ 30,682,878	\$ 6,592,304	\$ 16,568,949	\$ 22,870,274	\$ 5,832,584	\$ 13,969,011	\$ 3,068,679	\$ 1,350,401	\$ 9,530,881	
				\$ (11,277,721)	\$ 5,709,050					
Beginning Working Capital October 1				19,377,844	19,377,844					
Ending Working Capital Current Month				\$ 8,100,123	\$ 25,086,894					

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-4035-10-00	3% Construction Fee	- 500,000.00		- 500,000.00	- 396,161.76			79.23	- 103,838.24
100-4061-10-00	Notary Fees	- 200.00		- 200.00	- 162.00	- 20.00		81.00	- 38.00
100-4105-10-00	Property Taxes -Delinquent	- 106,985.00		- 106,985.00	- 172,669.62	279.83		161.40	65,684.62
100-4110-10-00	Property Taxes -Current	- 14,202,898.00		- 14,202,898.00	- 14,276,967.69	- 63,523.17		100.52	74,069.69
100-4111-10-00	VIT Motor Vehicle Tax				- 9,961.81				9,961.81
100-4115-10-00	Taxes -Penalties	- 52,077.00		- 52,077.00	- 77,547.16	- 4,530.51		148.91	25,470.16
100-4120-10-00	Sales Taxes	- 4,460,015.00		- 4,460,015.00	- 4,329,194.18	- 375,550.47		97.07	- 130,820.82
100-4130-10-00	Sales Tax-Mixed Beverage	- 40,437.00		- 40,437.00	- 51,355.71	- 21,722.45		127.00	10,918.71
100-4140-10-00	Franchise Taxes - Electric	- 765,065.00		- 765,065.00	- 516,066.25	- 135,669.65		67.45	- 248,998.75
100-4150-10-00	Franchise Taxes - Telephone	- 160,071.00		- 160,071.00	- 108,752.50	- 29,103.89		67.94	- 51,318.50
100-4160-10-00	Franchise Taxes - Gas	- 121,800.00		- 121,800.00	- 165,277.13			135.70	43,477.13
100-4170-10-00	Franchise Taxes - Road Usage	- 41,530.00		- 41,530.00	- 44,308.91	- 17,277.85		106.69	2,778.91
100-4185-10-00	Franchise Fee - W/S Fund	- 295,298.00		- 295,298.00	- 246,081.70	- 24,608.17		83.33	- 49,216.30
100-4190-10-00	Franchise Fee-Cable	- 41,886.00		- 41,886.00	- 39,861.31	- 13,915.42		95.17	- 2,024.69
100-4202-10-00	NTTA Tag Sales	- 150.00		- 150.00	- 165.00	- 40.00		110.00	15.00
100-4203-10-00	New Cingular Tower Lease	- 18,000.00		- 18,000.00	- 8,387.10	- 2,000.00		46.60	- 9,612.90
100-4218-10-00	Administrative Fees-EDC	- 15,000.00		- 15,000.00	- 12,500.00	- 1,250.00		83.33	- 2,500.00
100-4230-10-00	Other Permits	- 1,851.00		- 1,851.00	- 1,285.00			69.42	- 566.00
100-4610-10-00	Interest Income	- 212,194.00		- 212,194.00	- 268,249.14	- 26,387.42		126.42	56,055.14
100-4910-10-00	Other Revenue	- 15,000.00		- 15,000.00	- 9,859.59	- 5.00		65.73	- 5,140.41
100-4995-10-00	Transfer In/Out	- 881,541.00		- 881,541.00	- 734,617.58	- 73,461.75		83.33	- 146,923.42
100-4060-10-07	NSF Fees				- 25.00				25.00
100-4410-10-07	Court Fines	- 427,224.00		- 427,224.00	- 411,811.91	- 39,558.31		96.39	- 15,412.09
100-4930-10-99	Insurance Proceeds				- 90,269.87	- 3,495.30			90,269.87
100-4230-20-01	Other Permits	- 2,650.00		- 2,650.00	- 1,250.00	- 50.00		47.17	- 1,400.00
100-4440-20-01	Accident Reports	- 1,345.00		- 1,345.00	- 1,223.60	- 134.00		90.97	- 121.40
100-4450-20-01	Alarm Fee	- 57,113.00		- 57,113.00	- 45,219.00	- 5,868.00		79.18	- 11,894.00
100-4510-20-01	Grants				- 9,493.47				9,493.47
100-4910-20-01	Other Revenue	- 5,000.00		- 5,000.00	- 5,957.50	- 1,382.50		119.15	957.50
100-4310-30-01	Charges for Services	- 327,165.00		- 327,165.00	- 321,766.29	- 36,478.42		98.35	- 5,398.71
100-4411-30-01	CC Fire Assoc	- 500.00		- 500.00	- 699.74			139.95	199.74
100-4510-30-01	Grants		- 61,361.56	- 61,361.56	- 88,752.89	- 61,361.56		144.64	27,391.33
100-4315-30-05	Fire Review/Inspect Fees	- 100,000.00		- 100,000.00	- 83,625.00	- 11,675.00		83.63	- 16,375.00
100-4017-40-01	Contractor Registration Fee	- 100,000.00		- 100,000.00	- 74,700.00	- 5,800.00		74.70	- 25,300.00
100-4060-40-01	NSF Fees				- 25.00				25.00
100-4210-40-01	Building Permits	- 4,200,000.00		- 4,200,000.00	- 2,727,835.04	- 280,873.28		64.95	- 1,472,164.96
100-4230-40-01	Other Permits	- 200,000.00		- 200,000.00	- 174,120.00	- 17,376.00		87.06	- 25,880.00
100-4240-40-01	Plumb/Elect/Mech Permits	- 45,000.00		- 45,000.00	- 42,732.00	- 4,686.00		94.96	- 2,268.00
100-4242-40-01	Re-inspection Fees	- 60,000.00		- 60,000.00	- 64,098.00	- 6,975.00		106.83	4,098.00
100-4910-40-01	Other Revenue				- 16,798.56	- 1,784.77			16,798.56
100-4211-40-02	Multi-Family Registration				- 9,480.00				9,480.00
100-4245-40-02	Health Inspections	- 41,200.00		- 41,200.00	- 50,165.00	- 3,800.00		121.76	8,965.00
100-4910-40-02	Other Revenue	- 500.00		- 500.00					- 500.00
100-4207-40-03	Network Node Application Fee				- 10,250.00				10,250.00
100-4220-40-03	Zoning Application Fees	- 25,000.00		- 25,000.00	- 15,990.00	- 4,640.00		63.96	9,010.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-4225-40-03	Development Application Fees	- 50,000.00		- 50,000.00	- 58,348.00	- 6,280.00		116.70	8,348.00
100-4910-40-03	Other Revenue	- 6,000.00		- 6,000.00	- 4,710.00	- 100.00		78.50	- 1,290.00
100-4910-50-01	Other Revenue	- 30,000.00		- 30,000.00	- 9,720.00			32.40	- 20,280.00
100-4056-60-00	Field Rental Fees	- 90,000.00		- 90,000.00	- 88,902.50	- 6,485.00		98.78	- 1,097.50
100-4057-60-00	Pavilion User Fees	- 4,000.00		- 4,000.00	- 3,542.50	- 485.00		88.56	- 457.50
100-4058-60-00	Park Program Fees	- 150,400.00		- 150,400.00	- 74,549.96	- 13,538.40		49.57	- 75,850.04
100-4721-60-00	Prosper Christmas Donations	- 15,500.00		- 15,500.00	- 31,540.00	- 10,310.00		203.48	16,040.00
100-4910-60-00	Other Revenue				- 11,029.15				11,029.15
100-4063-60-05	Lost Fees	- 200.00		- 200.00	- 1,478.91	- 278.87		739.46	1,278.91
100-4064-60-05	Printing/Copying Fees	- 100.00		- 100.00	- 651.84	- 72.50		651.84	551.84
100-4065-60-05	Book Fines				- 412.98	- 69.39			412.98
100-4066-60-05	Library Card Fees		- 6,250.00	- 6,250.00	- 7,950.00	- 1,500.00		127.20	1,700.00
100-4510-60-05	Grants				- 2,575.50	- 858.50			2,575.50
100-4910-60-05	Other Revenue	- 6,250.00	6,250.00		- 0.25				0.25
100-5110-10-01	Salaries & Wages	161,710.00		161,710.00	129,126.86	12,439.24		79.85	32,583.14
100-5140-10-01	Salaries - Longevity Pay	45.00		45.00					45.00
100-5143-10-01	Cell Phone Allowance	1,020.00		1,020.00	850.00	85.00		83.33	170.00
100-5145-10-01	Social Security Expense	10,095.00		10,095.00	7,126.53	720.19		70.60	2,968.47
100-5150-10-01	Medicare Expense	2,361.00		2,361.00	1,747.59	168.43		74.02	613.41
100-5155-10-01	SUTA Expense	162.00		162.00	9.00			5.56	153.00
100-5160-10-01	Health Insurance	11,861.00		11,861.00	13,180.22	1,245.02		111.12	- 1,319.22
100-5165-10-01	Dental Insurance	491.00		491.00	391.54	37.02		79.74	99.46
100-5170-10-01	Life Insurance/AD&D	18.00		18.00	172.60	17.26		958.89	- 154.60
100-5175-10-01	Liability (TML)/Workers' Comp	310.00		310.00	245.95	23.72		79.34	64.05
100-5180-10-01	TMRS Expense	22,061.00		22,061.00	17,536.87	1,692.30		79.49	4,524.13
100-5185-10-01	Long/Short Term Disability	308.00		308.00	233.52	23.64		75.82	74.48
100-5186-10-01	WELLE-Wellness Prog Reimb Empl	600.00		600.00	350.00	50.00		58.33	250.00
100-5210-10-01	Office Supplies	1,200.00		1,200.00	708.42	69.23		59.04	491.58
100-5230-10-01	Dues,Fees,& Subscriptions	7,150.00		7,150.00	4,902.32	50.00		68.56	2,247.68
100-5240-10-01	Postage and Delivery	50.00		50.00	3.95	1.80		7.90	46.05
100-5250-10-01	Publications	400.00		400.00					400.00
100-5280-10-01	Printing and Reproduction	150.00		150.00					150.00
100-5290-10-01	Other Charges and Services	200.00		200.00	201.83			100.92	- 1.83
100-5330-10-01	Copier Expense	250.00		250.00	945.83	52.87		378.33	- 695.83
100-5410-10-01	Professional Services	300,780.00		300,780.00	261,916.74	19,594.30	38,863.26	87.08	
100-5430-10-01	Legal Fees	72,450.00		72,450.00	99,440.33	15,557.00		137.25	- 26,990.33
100-5435-10-01	Legal Notices/Filings				30.20				- 30.20
100-5480-10-01	Contracted Services	70,360.00		70,360.00	42,120.00		28,000.00	59.86	240.00
100-5524-10-01	Gas				- 14.85				14.85
100-5526-10-01	Data Network	725.00		725.00	113.97			15.72	611.03
100-5530-10-01	Travel	5,200.00		5,200.00	3,854.17			74.12	1,345.83
100-5533-10-01	Mileage Expense	200.00		200.00	59.95			29.98	140.05
100-5536-10-01	Training/Seminars	1,450.00		1,450.00	1,446.00			99.72	4.00
100-7145-10-01	Transfer to VERF	623.00		623.00	519.20	51.92		83.34	103.80
100-5110-10-02	Salaries & Wages	260,170.00		260,170.00	186,531.29	18,692.61		71.70	73,638.71

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5115-10-02	Salaries - Overtime	2,000.00		2,000.00	208.40			10.42	1,791.60
100-5140-10-02	Salaries - Longevity Pay	445.00		445.00	330.00			74.16	115.00
100-5143-10-02	Cell Phone Allowance	1,020.00		1,020.00	850.00	85.00		83.33	170.00
100-5145-10-02	Social Security Expense	16,352.00		16,352.00	11,390.15	1,118.11		69.66	4,961.85
100-5150-10-02	Medicare Expense	3,824.00		3,824.00	2,663.83	261.50		69.66	1,160.17
100-5155-10-02	SUTA Expense	648.00		648.00	132.96	3.68		20.52	515.04
100-5160-10-02	Health Insurance	12,797.00		12,797.00	18,158.45	2,120.84		141.90	- 5,361.45
100-5165-10-02	Dental Insurance	429.00		429.00	769.15	103.98		179.29	- 340.15
100-5170-10-02	Life Insurance/AD&D	577.00		577.00	378.14	40.14		65.54	198.86
100-5175-10-02	Liability (TML)/Workers' Comp	502.00		502.00	356.48	35.68		71.01	145.52
100-5180-10-02	TMRS Expense	35,737.00		35,737.00	25,417.05	2,544.92		71.12	10,319.95
100-5185-10-02	Long/Short Term Disability	494.00		494.00	319.80	35.54		64.74	174.20
100-5186-10-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	591.60	89.16		98.60	8.40
100-5193-10-02	Records Retention	1,500.00		1,500.00	971.67			64.78	528.33
100-5210-10-02	Office Supplies	2,500.00		2,500.00	2,082.69	48.71		83.31	417.31
100-5220-10-02	Office Equipment	1,500.00		1,500.00	2,021.44			134.76	- 521.44
100-5230-10-02	Dues,Fees,& Subscriptions	1,400.00		1,400.00	1,344.01			96.00	55.99
100-5240-10-02	Postage and Delivery	200.00		200.00	116.46	29.64		58.23	83.54
100-5280-10-02	Printing and Reproduction	200.00		200.00	539.87			269.94	- 339.87
100-5310-10-02	Rental Expense	8,000.00		8,000.00	6,958.52	577.00		86.98	1,041.48
100-5330-10-02	Copier Expense	3,600.00		3,600.00	943.89	52.18		26.22	2,656.11
100-5400-10-02	Uniform Expense				28.00				- 28.00
100-5419-10-02	IT Licenses	10,000.00		10,000.00	4,000.00			40.00	6,000.00
100-5430-10-02	Legal Fees	31,500.00		31,500.00	24,991.49	2,932.75		79.34	6,508.51
100-5435-10-02	Legal Notices/Filings	8,800.00		8,800.00	6,271.40			71.27	2,528.60
100-5460-10-02	Election Expense	15,700.00		15,700.00	33,211.63	15,201.71	1,842.61	211.54	- 19,354.24
100-5480-10-02	Contracted Services	21,575.00		21,575.00	19,393.00	1,138.00		89.89	2,182.00
100-5520-10-02	Telephones	870.00		870.00	360.21	36.28		41.40	509.79
100-5526-10-02	Data Network	460.00		460.00	379.90	37.99		82.59	80.10
100-5530-10-02	Travel	6,100.00		6,100.00	1,325.11	286.96		21.72	4,774.89
100-5533-10-02	Mileage Expense	1,125.00		1,125.00	208.08	68.44		18.50	916.92
100-5536-10-02	Training/Seminars	7,100.00		7,100.00	4,190.00	715.00		59.01	2,910.00
100-5538-10-02	Council/Public Official Expnse	31,000.00		31,000.00	21,974.55	1,930.06		70.89	9,025.45
100-5600-10-02	Special Events	7,661.00		7,661.00	4,851.08	- 76.97		63.32	2,809.92
100-7145-10-02	Transfer to VERF	3,157.00		3,157.00	2,630.80	263.08		83.33	526.20
100-5110-10-03	Salaries & Wages	583,817.00		583,817.00	461,029.69	45,872.91		78.97	122,787.31
100-5115-10-03	Salaries - Overtime				20.86				- 20.86
100-5126-10-03	Salaries-Vacation Buy-Out	1,166.00		1,166.00					1,166.00
100-5140-10-03	Salaries - Longevity Pay	1,065.00		1,065.00	1,020.00			95.78	45.00
100-5143-10-03	Cell Phone Allowance				680.00	170.00			- 680.00
100-5145-10-03	Social Security Expense	36,339.00		36,339.00	27,096.61	2,670.61		74.57	9,242.39
100-5150-10-03	Medicare Expense	8,499.00		8,499.00	6,373.89	624.60		75.00	2,125.11
100-5155-10-03	SUTA Expense	1,296.00		1,296.00	221.45	1.53		17.09	1,074.55
100-5160-10-03	Health Insurance	57,598.00		57,598.00	51,333.18	4,738.96		89.12	6,264.82
100-5165-10-03	Dental Insurance	2,979.00		2,979.00	2,029.22	179.70		68.12	849.78

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5170-10-03	Life Insurance/AD&D	751.00		751.00	670.25	63.01		89.25	80.75
100-5175-10-03	Liability (TML)/Workers' Comp	1,122.00		1,122.00	884.35	87.41		78.82	237.65
100-5180-10-03	TMRS Expense	79,416.00		79,416.00	63,055.26	6,236.10		79.40	16,360.74
100-5185-10-03	Long/Short Term Disability	1,109.00		1,109.00	771.83	72.53		69.60	337.17
100-5186-10-03	WELLE-Wellness Prog Reimb Empl	2,850.00		2,850.00	1,917.48	150.00		67.28	932.52
100-5190-10-03	Contract Labor				2,895.00	375.00			- 2,895.00
100-5210-10-03	Office Supplies	4,250.00		4,250.00	3,356.61	129.57		78.98	893.39
100-5220-10-03	Office Equipment	2,985.00		2,985.00	1,712.11			57.36	1,272.89
100-5230-10-03	Dues,Fees,& Subscriptions	7,787.00	490.00	8,277.00	7,092.45	137.49		85.69	1,184.55
100-5240-10-03	Postage and Delivery	2,100.00		2,100.00	1,930.69	185.48		91.94	169.31
100-5280-10-03	Printing and Reproduction	2,000.00	65.00	2,065.00	2,064.42			99.97	0.58
100-5290-10-03	Other Charges and Services	900.00		900.00					900.00
100-5310-10-03	Rental Expense	12,860.00	4,077.00	16,937.00	16,936.95			100.00	0.05
100-5330-10-03	Copier Expense	2,000.00	- 500.00	1,500.00	986.88	71.59		65.79	513.12
100-5400-10-03	Uniform Expense	250.00	245.00	495.00	494.66			99.93	0.34
100-5410-10-03	Professional Services	11,000.00	35.00	11,035.00	10,075.00	- 1,124.70		91.30	960.00
100-5412-10-03	Audit Fees	47,500.00	- 6,875.00	40,625.00	40,625.00			100.00	
100-5414-10-03	Appraisal/Tax Fees	137,789.00	5,511.00	143,300.00	110,182.09			76.89	33,117.91
100-5418-10-03	IT Fees	42,703.00	2,000.00	44,703.00	36,156.00			80.88	8,547.00
100-5419-10-03	IT Licenses	10,000.00	- 2,500.00	7,500.00	7,500.00			100.00	
100-5430-10-03	Legal Fees	8,500.00	- 500.00	8,000.00	7,422.50	3,907.60		92.78	577.50
100-5435-10-03	Legal Notices/Filings	200.00	- 200.00						
100-5480-10-03	Contracted Services	1,144.00	- 1,054.00	90.00	- 10.45			- 11.61	100.45
100-5520-10-03	Telephones	1,360.00	- 660.00	700.00	640.63			91.52	59.37
100-5525-10-03	Electricity		1,054.00	1,054.00	1,053.27			99.93	0.73
100-5530-10-03	Travel	14,600.00	- 1,188.00	13,412.00	4,993.02			37.23	8,418.98
100-5533-10-03	Mileage Expense	3,608.00		3,608.00	1,603.96			44.46	2,004.04
100-5536-10-03	Training/Seminars	8,840.00		8,840.00	5,517.47	31.00		62.42	3,322.53
100-7145-10-03	Transfer to VERF	1,819.00		1,819.00	1,515.80	151.58		83.33	303.20
100-5110-10-04	Salaries & Wages	245,305.00		245,305.00	192,640.49	18,824.50		78.53	52,664.51
100-5115-10-04	Salaries - Overtime				83.01				- 83.01
100-5140-10-04	Salaries - Longevity Pay	120.00		120.00	90.00			75.00	30.00
100-5143-10-04	Cell Phone Allowance	900.00		900.00	1,275.00	85.00		141.67	- 375.00
100-5145-10-04	Social Security Expense	15,275.00		15,275.00	11,825.93	1,151.94		77.42	3,449.07
100-5150-10-04	Medicare Expense	3,573.00		3,573.00	2,765.73	269.39		77.41	807.27
100-5155-10-04	SUTA Expense	486.00		486.00	179.87			37.01	306.13
100-5160-10-04	Health Insurance	19,774.00		19,774.00	11,826.40	1,059.52		59.81	7,947.60
100-5165-10-04	Dental Insurance	1,329.00		1,329.00	718.32	67.96		54.05	610.68
100-5170-10-04	Life Insurance/AD&D	364.00		364.00	339.20	33.92		93.19	24.80
100-5175-10-04	Liability (TML)/Workers' Comp	469.00		469.00	367.97	35.92		78.46	101.03
100-5180-10-04	TMRS Expense	33,381.00		33,381.00	26,176.65	2,561.33		78.42	7,204.35
100-5185-10-04	Long/Short Term Disability	467.00		467.00	347.80	35.76		74.48	119.20
100-5186-10-04	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	848.24	78.32		47.12	951.76
100-5191-10-04	Hiring Cost	20,000.00	- 375.00	19,625.00	17,440.92	2,153.68		88.87	2,184.08
100-5210-10-04	Office Supplies	1,400.00		1,400.00	1,307.34	- 12.01		93.38	92.66

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5220-10-04	Office Equipment	4,000.00		4,000.00					4,000.00
100-5230-10-04	Dues,Fees,& Subscriptions	3,500.00		3,500.00	2,930.85	437.85		83.74	569.15
100-5240-10-04	Postage and Delivery	150.00		150.00	158.64	38.45		105.76	- 8.64
100-5250-10-04	Publications	400.00		400.00					400.00
100-5280-10-04	Printing and Reproduction	1,000.00		1,000.00	171.95			17.20	828.05
100-5330-10-04	Copier Expense	2,000.00		2,000.00	2,021.95	296.82		101.10	- 21.95
100-5400-10-04	Uniform Expense		375.00	375.00	270.48			72.13	104.52
100-5410-10-04	Professional Services	35,000.00		35,000.00	28,522.50	1,500.00		81.49	6,477.50
100-5418-10-04	IT Fees				1,073.00				- 1,073.00
100-5430-10-04	Legal Fees	10,000.00		10,000.00	6,707.00	760.00		67.07	3,293.00
100-5435-10-04	Legal Notices/Filings	150.00		150.00	122.00			81.33	28.00
100-5480-10-04	Contracted Services	3,000.00		3,000.00					3,000.00
100-5526-10-04	Data Network	480.00		480.00	379.90	37.99		79.15	100.10
100-5530-10-04	Travel	5,500.00		5,500.00	51.00	- 162.13		0.93	5,449.00
100-5533-10-04	Mileage Expense	500.00		500.00	120.34			24.07	379.66
100-5536-10-04	Training/Seminars	15,000.00		15,000.00	3,348.56	478.90	8,627.44	22.32	3,024.00
100-5600-10-04	Special Events	10,000.00		10,000.00	2,262.12			22.62	7,737.88
100-7145-10-04	Transfer to VERF	731.00		731.00	609.20	60.92		83.34	121.80
100-5110-10-05	Salaries & Wages	246,847.00		246,847.00	182,740.16	19,174.66		74.03	64,106.84
100-5115-10-05	Salaries - Overtime	2,960.00		2,960.00	674.63	131.80		22.79	2,285.37
100-5140-10-05	Salaries - Longevity Pay	310.00		310.00	310.00			100.00	
100-5143-10-05	Cell Phone Allowance	4,500.00		4,500.00	3,125.00	375.00		69.44	1,375.00
100-5145-10-05	Social Security Expense	15,796.00		15,796.00	10,385.22	1,078.07		65.75	5,410.78
100-5150-10-05	Medicare Expense	3,694.00		3,694.00	2,428.81	252.14		65.75	1,265.19
100-5155-10-05	SUTA Expense	486.00		486.00	27.00			5.56	459.00
100-5160-10-05	Health Insurance	33,511.00		33,511.00	27,074.68	3,008.96		80.79	6,436.32
100-5165-10-05	Dental Insurance	1,376.00		1,376.00	990.80	109.28		72.01	385.20
100-5170-10-05	Life Insurance/AD&D	325.00		325.00	289.10	33.60		88.95	35.90
100-5175-10-05	Liability (TML)/Workers' Comp	480.00		480.00	350.72	36.89		73.07	129.28
100-5180-10-05	TMRS Expense	34,513.00		34,513.00	25,020.93	2,629.57		72.50	9,492.07
100-5185-10-05	Long/Short Term Disability	474.00		474.00	327.74	36.44		69.14	146.26
100-5186-10-05	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	1,000.00	100.00		83.33	200.00
100-5191-10-05	Hiring Cost	500.00		500.00					500.00
100-5210-10-05	Office Supplies	450.00		450.00	625.46	10.96		138.99	- 175.46
100-5212-10-05	Building Supplies	500.00		500.00	964.72			192.94	- 464.72
100-5220-10-05	Office Equipment	3,280.00		3,280.00	4,055.16			123.63	- 775.16
100-5225-10-05	Computer Hardware	26,949.00		26,949.00	26,398.98	134.28		97.96	550.02
100-5230-10-05	Dues,Fees,& Subscriptions	350.00		350.00	745.83	179.00		213.09	- 395.83
100-5240-10-05	Postage and Delivery	200.00		200.00	95.21			47.61	104.79
100-5280-10-05	Printing and Reproduction	100.00		100.00					100.00
100-5290-10-05	Other Charges and Services	400.00		400.00	19.14			4.79	380.86
100-5330-10-05	Copier Expense	63,000.00	- 10,000.00	53,000.00	41,807.27	4,968.20	8,868.73	78.88	2,324.00
100-5400-10-05	Uniform Expense	1,000.00		1,000.00	294.25			29.43	705.75
100-5418-10-05	IT Fees	29,090.00		29,090.00	46,702.58	2,659.00	2,136.00	160.55	- 19,748.58
100-5419-10-05	IT Licenses	98,900.00	36,100.00	135,000.00	23,373.29	7,175.53	81,630.77	17.31	20,005.04

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5430-10-05	Legal Fees	1,000.00		1,000.00	646.00	76.00		64.60	354.00
100-5480-10-05	Contracted Services	56,828.00		56,828.00	26,083.53	610.00	3,000.00	45.90	27,744.47
100-5520-10-05	Telephones	25,325.00		25,325.00	26,573.96	518.11		104.93	- 1,248.96
100-5526-10-05	Data Network	41,236.00	- 10,000.00	31,236.00	23,397.68	2,941.68		74.91	7,838.32
100-5530-10-05	Travel	6,600.00		6,600.00	3,454.29			52.34	3,145.71
100-5533-10-05	Mileage Expense	1,500.00		1,500.00	361.34			24.09	1,138.66
100-5536-10-05	Training/Seminars	3,900.00		3,900.00	7,105.17	177.00		182.18	- 3,205.17
100-5620-10-05	Tools & Equipment	250.00		250.00	85.10			34.04	164.90
100-5630-10-05	Safety Equipment	150.00		150.00					150.00
100-6125-10-05	Capital Expense-Technology	41,000.00	- 16,100.00	24,900.00					24,900.00
100-7145-10-05	Transfer to VERF	16,884.00		16,884.00	14,070.00	1,407.00		83.33	2,814.00
100-5110-10-07	Salaries & Wages	195,170.00		195,170.00	131,416.22	13,325.61		67.33	63,753.78
100-5115-10-07	Salaries - Overtime	270.00		270.00	346.59	12.91		128.37	- 76.59
100-5126-10-07	Salaries-Vacation Buy-Out				1,812.96				- 1,812.96
100-5128-10-07	Language Pay	3,000.00	- 3,000.00						
100-5140-10-07	Salaries - Longevity Pay	390.00		390.00	310.00			79.49	80.00
100-5145-10-07	Social Security Expense	12,143.00		12,143.00	7,581.81	755.81		62.44	4,561.19
100-5150-10-07	Medicare Expense	2,840.00		2,840.00	1,773.16	176.77		62.44	1,066.84
100-5155-10-07	SUTA Expense	648.00		648.00	148.65	0.77		22.94	499.35
100-5160-10-07	Health Insurance	21,101.00		21,101.00	19,597.60	1,680.36		92.88	1,503.40
100-5165-10-07	Dental Insurance	1,362.00		1,362.00	924.18	71.88		67.86	437.82
100-5170-10-07	Life Insurance/AD&D	348.00		348.00	234.50	18.76		67.39	113.50
100-5175-10-07	Liability (TML)/Workers' Comp	377.00		377.00	379.91	79.17		100.77	- 2.91
100-5180-10-07	TMRS Expense	26,497.00		26,497.00	18,242.66	1,814.14		68.85	8,254.34
100-5185-10-07	Long/Short Term Disability	325.00		325.00	219.70	19.02		67.60	105.30
100-5186-10-07	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	800.00	50.00		66.67	400.00
100-5210-10-07	Office Supplies	2,650.00		2,650.00	2,184.33	152.37		82.43	465.67
100-5215-10-07	Ammunition	30.00		30.00					30.00
100-5220-10-07	Office Equipment	1,815.00		1,815.00	1,815.00			100.00	
100-5230-10-07	Dues,Fees,& Subscriptions	250.00		250.00	40.00			16.00	210.00
100-5240-10-07	Postage and Delivery	2,400.00		2,400.00	2,839.23	385.05		118.30	- 439.23
100-5250-10-07	Publications	100.00		100.00	8.49			8.49	91.51
100-5280-10-07	Printing and Reproduction	1,500.00		1,500.00	976.10	318.70		65.07	523.90
100-5290-10-07	Other Charges and Services	675.00		675.00					675.00
100-5310-10-07	Rental Expense	1,610.00		1,610.00	1,436.99	420.24		89.25	173.01
100-5320-10-07	Repairs & Maintenance	500.00		500.00					500.00
100-5330-10-07	Copier Expense	1,850.00		1,850.00	1,779.87	148.60		96.21	70.13
100-5350-10-07	VEHICLE EXPENSE	500.00		500.00	6.00	6.00		1.20	494.00
100-5352-10-07	FUEL	3,000.00		3,000.00	50.89	50.89		1.70	2,949.11
100-5353-10-07	OIL/GREASE/INSPECTIONS	300.00		300.00					300.00
100-5400-10-07	Uniform Expense	1,804.00		1,804.00					1,804.00
100-5410-10-07	Professional Services	500.00	3,000.00	3,500.00	1,900.00	150.00		54.29	1,600.00
100-5418-10-07	IT Fees	6,100.00		6,100.00	4,853.03			79.56	1,246.97
100-5419-10-07	IT Licenses	8,500.00		8,500.00	10,872.40	7,401.40		127.91	- 2,372.40
100-5420-10-07	Municipal Court/Judge Fees	46,400.00		46,400.00	32,000.00	3,200.00	9,600.00	68.97	1,800.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5425-10-07	State Fines Expense	2,000.00		2,000.00	2,645.16			132.26	- 645.16
100-5430-10-07	Legal Fees	39,000.00		39,000.00	42,353.66	3,281.66		108.60	- 3,353.66
100-5481-10-07	Cash Over/Short				1.00				- 1.00
100-5524-10-07	Gas				- 14.85				14.85
100-5530-10-07	Travel	950.00		950.00	118.40			12.46	831.60
100-5533-10-07	Mileage Expense	750.00		750.00	49.70			6.63	700.30
100-5536-10-07	Training/Seminars	1,000.00		1,000.00	340.00	- 250.00		34.00	660.00
100-5630-10-07	Safety Equipment	8,037.00		8,037.00	599.00	599.00		7.45	7,438.00
100-7145-10-07	Transfer to VERF	6,738.00		6,738.00	5,615.00	561.50		83.33	1,123.00
100-5110-10-99	Salaries & Wages	- 288,151.00		- 288,151.00					- 288,151.00
100-5176-10-99	TML Prop. & Liab. Insurance	131,000.00		131,000.00	199,854.25			152.56	- 68,854.25
100-5230-10-99	DUES,FEES,& SUBSCRIPTIONS	1,300.00		1,300.00	360.00			27.69	940.00
100-5305-10-99	Chapt 380 Program Grant Exp	502,735.00		502,735.00	387,733.99	6,445.72		77.13	115,001.01
100-5306-10-99	Developer Rollback Incentives	39,105.00		39,105.00	14,976.15			38.30	24,128.85
100-5350-10-99	Vehicle Expense	1,500.00		1,500.00	351.07	202.98		23.41	1,148.93
100-5352-10-99	Fuel	1,000.00		1,000.00	708.76	53.87		70.88	291.24
100-5353-10-99	Oil/Grease/Inspections	1,000.00		1,000.00					1,000.00
100-5410-10-99	Professional Services	85,625.00		85,625.00	39,625.21	1,500.00	12,000.00	46.28	33,999.79
100-5415-10-99	Tuition Reimbursement	93,208.00		93,208.00	40,452.73	1,664.33		43.40	52,755.27
100-5480-10-99	Contracted Services	45,000.00		45,000.00	30,000.00	3,000.00	6,000.00	66.67	9,000.00
100-5600-10-99	Special Events	10,000.00		10,000.00	9,159.28	515.09		91.59	840.72
100-5930-10-99	Damage Claims Expense	65,000.00		65,000.00	53,986.50	13,593.40		83.06	11,013.50
100-6610-10-99	Public Safety Complex FFE	1,500,000.00	- 1,500,000.00						
100-7000-10-99	Contingency	50,000.00		50,000.00	31,684.00	6,030.00		63.37	18,316.00
100-7100-10-99	Operating Transfer Out				788.52				- 788.52
100-7144-10-99	Transfer to Bond Fund		2,631,293.00	2,631,293.00	2,631,293.00			100.00	
100-7145-10-99	Transfer to VERF	3,167.00		3,167.00	30,714.20	263.92		969.82	- 27,547.20
100-5110-20-01	Salaries & Wages	1,736,482.00		1,736,482.00	1,091,616.41	114,978.15		62.86	644,865.59
100-5115-20-01	Salaries - Overtime	141,506.00		141,506.00	76,559.57	9,916.93		54.10	64,946.43
100-5126-20-01	Salaries-Vacation Buy-Out	6,367.00		6,367.00	6,367.00			100.00	
100-5127-20-01	Salaries-Certification Pay	22,440.00		22,440.00	15,603.84	1,486.08		69.54	6,836.16
100-5140-20-01	Salaries - Longevity Pay	3,760.00		3,760.00	3,660.00			97.34	100.00
100-5143-20-01	Cell Phone Allowance	1,500.00		1,500.00	1,250.00	125.00		83.33	250.00
100-5145-20-01	Social Security Expense	118,799.00		118,799.00	70,129.15	7,596.43		59.03	48,669.85
100-5150-20-01	Medicare Expense	27,784.00		27,784.00	16,772.98	1,776.60		60.37	11,011.02
100-5155-20-01	SUTA Expense	3,888.00		3,888.00	217.00	4.91		5.58	3,671.00
100-5160-20-01	Health Insurance	157,362.00		157,362.00	111,689.62	11,101.38		70.98	45,672.38
100-5165-20-01	Dental Insurance	8,413.00		8,413.00	5,268.84	579.70		62.63	3,144.16
100-5170-20-01	Life Insurance/AD&D	7,282.00		7,282.00	5,095.42	581.44		69.97	2,186.58
100-5175-20-01	Liability (TML)/Workers' Comp	32,662.00		32,662.00	20,119.65	2,126.42		61.60	12,542.35
100-5180-20-01	TMRS Expense	259,563.00		259,563.00	162,003.64	17,151.74		62.41	97,559.36
100-5185-20-01	Long/Short Term Disability	3,322.00		3,322.00	1,878.59	208.71		56.55	1,443.41
100-5186-20-01	WELLE-Wellness Prog Reimb Empl	5,700.00		5,700.00	1,650.00	200.00		28.95	4,050.00
100-5191-20-01	Hiring Cost	44.00		44.00	131.48	54.48		298.82	- 87.48
100-5192-20-01	Physical & Psychological	2,110.00		2,110.00	3,375.00	175.00		159.95	1,265.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5210-20-01	Office Supplies	11,400.00		11,400.00	8,358.39	594.33		73.32	3,041.61
100-5212-20-01	Building Supplies				322.88				- 322.88
100-5214-20-01	Tactical Supplies	56,875.00	- 20,000.00	36,875.00	32,482.11	2,401.84	75.52	88.09	4,317.37
100-5215-20-01	Ammunition	59,879.00	- 9,000.00	50,879.00	50,463.21	852.20		99.18	415.79
100-5220-20-01	Office Equipment	2,500.00		2,500.00	4,141.99			165.68	- 1,641.99
100-5230-20-01	Dues,Fees,& Subscriptions	7,950.00		7,950.00	4,944.19	312.48		62.19	3,005.81
100-5240-20-01	Postage and Delivery	1,426.00		1,426.00	1,238.40	105.05		86.84	187.60
100-5250-20-01	Publications	151.00		151.00					151.00
100-5265-20-01	Promotional Expense	500.00		500.00	137.95			27.59	362.05
100-5280-20-01	Printing and Reproduction	800.00		800.00					800.00
100-5290-20-01	Other Charges and Services	16,500.00	- 16,500.00		42.74				- 42.74
100-5310-20-01	Rental Expense	4,410.00		4,410.00	9,500.95	344.20		215.44	- 5,090.95
100-5320-20-01	Repairs & Maintenance	1,000.00		1,000.00	238.46			23.85	761.54
100-5330-20-01	Copier Expense	2,100.00		2,100.00	1,802.99	130.04		85.86	297.01
100-5340-20-01	Building Repairs	1,000.00		1,000.00	1,346.86			134.69	- 346.86
100-5350-20-01	Vehicle Expense	82,618.00		82,618.00	71,751.57	5,177.43		86.85	10,866.43
100-5352-20-01	Fuel	78,484.00		78,484.00	58,171.72	7,198.41		74.12	20,312.28
100-5353-20-01	Oil/Grease/Inspections	4,700.00		4,700.00	289.91	10.25		6.17	4,410.09
100-5400-20-01	Uniform Expense	28,880.00		28,880.00	29,490.09			102.11	- 610.09
100-5410-20-01	Professional Services	2,260.00		2,260.00	4,195.00			185.62	- 1,935.00
100-5418-20-01	IT Fees	19,090.00		19,090.00	9,115.70			47.75	9,974.30
100-5430-20-01	Legal Fees	14,400.00		14,400.00	28,711.48	11,582.60		199.39	- 14,311.48
100-5480-20-01	Contracted Services	37,345.00		37,345.00	44,140.77	2,357.33		118.20	- 6,795.77
100-5520-20-01	Telephones	7,116.00		7,116.00	2,898.90	494.02		40.74	4,217.10
100-5523-20-01	Water/Sewer Charges	1,500.00		1,500.00	833.40	81.89		55.56	666.60
100-5524-20-01	Gas	1,800.00		1,800.00					1,800.00
100-5525-20-01	Electricity	17,229.00		17,229.00	7,349.72	751.39		42.66	9,879.28
100-5526-20-01	Data Network	7,425.00		7,425.00	9,175.99	949.83		123.58	- 1,750.99
100-5530-20-01	Travel	3,250.00		3,250.00	6,568.55			202.11	- 3,318.55
100-5533-20-01	Mileage Expense	802.00		802.00	910.31			113.51	- 108.31
100-5536-20-01	Training/Seminars	36,302.00		36,302.00	22,743.95	139.93		62.65	13,558.05
100-5600-20-01	Special Events	5,000.00		5,000.00	2,266.78			45.34	2,733.22
100-5620-20-01	TOOLS & EQUIPMENT	9,314.00		9,314.00	13,680.75			146.88	- 4,366.75
100-5630-20-01	Safety Equipment	22,786.00	- 8,662.00	14,124.00	2,381.95	675.00	250.00	16.87	11,492.05
100-6110-20-01	Capital Expenditure		50,764.55	50,764.55		- 50,118.96			50,764.55
100-6110-20-01	Old Town Hall Renovations				50,118.96	50,118.96			- 50,118.96
100-6140-20-01	Capital Expense-Equipment	177,642.00	45,500.00	223,142.00	215,859.22		5,326.43	96.74	1,956.35
100-6160-20-01	Capital Expense-Vehicles	225,829.00	9,587.00	235,416.00	132,086.73		111,702.13	56.11	- 8,372.86
100-7145-20-01	Transfer to VERF	315,759.00		315,759.00	263,132.50	26,313.25		83.33	52,626.50
100-5110-20-05	Salaries & Wages	524,563.00		524,563.00	328,131.71	39,516.79		62.55	196,431.29
100-5115-20-05	Salaries - Overtime	10,545.00		10,545.00	23,560.12	4,168.35		223.43	- 13,015.12
100-5126-20-05	Salaries-Vacation Buy-Out	1,285.00		1,285.00	1,284.80			99.98	0.20
100-5127-20-05	Salaries-Certification Pay	14,460.00		14,460.00	9,165.60	830.72		63.39	5,294.40
100-5140-20-05	Salaries - Longevity Pay	2,265.00		2,265.00	1,865.00			82.34	400.00
100-5145-20-05	Social Security Expense	34,347.00		34,347.00	21,782.66	2,657.59		63.42	12,564.34

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5150-20-05	Medicare Expense	8,033.00		8,033.00	5,094.35		621.53	63.42	2,938.65
100-5155-20-05	SUTA Expense	1,782.00		1,782.00	88.22			4.95	1,693.78
100-5160-20-05	Health Insurance	69,261.00		69,261.00	45,675.96	4,287.74		65.95	23,585.04
100-5165-20-05	Dental Insurance	4,653.00		4,653.00	2,743.58	278.50		58.96	1,909.42
100-5170-20-05	Life Insurance/AD&D	1,115.00		1,115.00	713.63	75.04		64.00	401.37
100-5175-20-05	Liability (TML)/Workers' Comp	1,053.00		1,053.00	675.29	82.24		64.13	377.71
100-5180-20-05	TMRS Expense	75,052.00		75,052.00	49,718.54	6,054.59		66.25	25,333.46
100-5185-20-05	Long/Short Term Disability	998.00		998.00	571.02	70.04		57.22	426.98
100-5186-20-05	WELLE-Wellness Prog Reimb Empl	3,300.00		3,300.00	1,381.10	167.48		41.85	1,918.90
100-5210-20-05	Office Supplies	4,079.00		4,079.00	2,310.47	267.37		56.64	1,768.53
100-5212-20-05	Building Supplies	1,500.00		1,500.00					1,500.00
100-5220-20-05	Office Equipment	4,699.00		4,699.00	2,349.92	59.00		50.01	2,349.08
100-5230-20-05	Dues,Fees,& Subscriptions	3,520.00		3,520.00	1,210.21			34.38	2,309.79
100-5240-20-05	Postage and Delivery	100.00		100.00	4.00	4.00		4.00	96.00
100-5280-20-05	Printing and Reproduction	300.00		300.00					300.00
100-5330-20-05	Copier Expense	600.00		600.00	754.73	140.12		125.79	- 154.73
100-5340-20-05	Building Repairs	3,000.00		3,000.00					3,000.00
100-5400-20-05	Uniform Expense	1,619.00		1,619.00					1,619.00
100-5419-20-05	IT Licenses	68,791.00		68,791.00	87,210.83			126.78	- 18,419.83
100-5480-20-05	Contracted Services	79,994.00		79,994.00	50,702.96			63.38	29,291.04
100-5520-20-05	Telephones	1,200.00		1,200.00	1,351.23	136.18		112.60	- 151.23
100-5523-20-05	Water/Sewer Charges	500.00		500.00					500.00
100-5524-20-05	Gas	1,000.00		1,000.00	913.01	92.49		91.30	86.99
100-5526-20-05	Data Network	255.00		255.00	266.22			104.40	- 11.22
100-5530-20-05	Travel	5,000.00		5,000.00	2,828.58	904.66		56.57	2,171.42
100-5533-20-05	Mileage Expense				105.70	105.70			- 105.70
100-5536-20-05	Training/Seminars	6,500.00		6,500.00	3,186.90			49.03	3,313.10
100-5600-20-05	Special Events	1,000.00		1,000.00	579.95			58.00	420.05
100-7145-20-05	Transfer to VERF	901.00		901.00	750.80	75.08		83.33	150.20
100-5110-30-01	Salaries & Wages	2,497,475.00		2,497,475.00	1,995,180.10	190,424.71		79.89	502,294.90
100-5115-30-01	Salaries - Overtime	449,699.00	61,361.56	511,060.56	370,839.24	35,459.40		72.56	140,221.32
100-5116-30-01	Salaries - FLSA Overtime	80,452.00		80,452.00	33,820.73	3,437.03		42.04	46,631.27
100-5126-30-01	Salaries-Vacation Buy-Out	5,372.00		5,372.00	5,586.00			103.98	- 214.00
100-5127-30-01	Salaries-Certification Pay	41,820.00		41,820.00	32,194.27	3,184.72		76.98	9,625.73
100-5140-30-01	Salaries - Longevity Pay	10,885.00		10,885.00	10,455.00			96.05	430.00
100-5143-30-01	Cell Phone Allowance	6,345.00		6,345.00	5,160.00	550.00		81.32	1,185.00
100-5145-30-01	Social Security Expense	192,326.00		192,326.00	143,337.79	14,025.83		74.53	48,988.21
100-5150-30-01	Medicare Expense	44,980.00		44,980.00	33,819.06	3,280.24		75.19	11,160.94
100-5155-30-01	SUTA Expense	7,137.00		7,137.00	524.05	0.97		7.34	6,612.95
100-5160-30-01	Health Insurance	255,834.00		255,834.00	230,629.74	22,280.89		90.15	25,204.26
100-5165-30-01	Dental Insurance	12,430.00		12,430.00	10,105.81	980.90		81.30	2,324.19
100-5170-30-01	Life Insurance/AD&D	10,314.00		10,314.00	8,387.98	862.78		81.33	1,926.02
100-5171-30-01	Life Insurance-Supplemental	8,000.00		8,000.00	6,241.00			78.01	1,759.00
100-5175-30-01	Liability (TML)/Workers' Comp	36,192.00		36,192.00	31,896.98	3,115.80		88.13	4,295.02
100-5180-30-01	TMRS Expense	396,000.00		396,000.00	318,763.73	30,767.49		80.50	77,236.27

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5185-30-01	Long/Short Term Disability	4,378.00		4,378.00	3,297.75		333.56	75.33	1,080.25
100-5186-30-01	WELLE-Wellness Prog Reimb Empl	9,000.00		9,000.00	4,823.04		445.80	53.59	4,176.96
100-5191-30-01	Hiring Cost	500.00		500.00					500.00
100-5194-30-01	FD Annual Phy & Screening	12,600.00		12,600.00	150.00	150.00	11,035.00	1.19	1,415.00
100-5210-30-01	Office Supplies	9,500.00		9,500.00	8,275.50	1,799.63		87.11	1,224.50
100-5212-30-01	Building Supplies	12,000.00		12,000.00	10,157.73	661.84		84.65	1,842.27
100-5220-30-01	Office Equipment	7,460.00		7,460.00	10,298.05	93.44		138.04	- 2,838.05
100-5230-30-01	Dues,Fees,& Subscriptions	10,850.00		10,850.00	8,687.47	1,574.27		80.07	2,162.53
100-5240-30-01	Postage and Delivery	350.00		350.00	242.45	27.39		69.27	107.55
100-5250-30-01	Publications	700.00		700.00	700.00			100.00	
100-5280-30-01	Printing and Reproduction	1,900.00		1,900.00	1,019.30			53.65	880.70
100-5290-30-01	Other Charges and Services	4,030.00		4,030.00	2,431.05			60.32	1,598.95
100-5320-30-01	Repairs & Maintenance	20,000.00		20,000.00	16,606.53	141.80		83.03	3,393.47
100-5330-30-01	Copier Expense	3,613.00		3,613.00	2,570.01	589.63		71.13	1,042.99
100-5335-30-01	Radio/Video Equip. and Repairs	6,500.00		6,500.00	6,880.14			105.85	- 380.14
100-5340-30-01	Building Repairs	45,000.00		45,000.00	31,623.31	7,632.26		70.27	13,376.69
100-5350-30-01	Vehicle Expense	60,000.00		60,000.00	55,726.18	9,439.35		92.88	4,273.82
100-5352-30-01	Fuel	25,000.00		25,000.00	23,532.29	2,910.38		94.13	1,467.71
100-5353-30-01	Oil/Grease/Inspections	1,150.00		1,150.00	453.13	17.50		39.40	696.87
100-5400-30-01	Uniform Expense	22,500.00		22,500.00	21,147.79	379.48		93.99	1,352.21
100-5410-30-01	Professional Services	19,000.00	6,765.00	25,765.00	24,350.00			94.51	1,415.00
100-5419-30-01	IT Licenses		46,492.20	46,492.20	46,492.20			100.00	
100-5430-30-01	Legal Fees	4,000.00		4,000.00	1,919.00	190.00		47.98	2,081.00
100-5435-30-01	Legal Notices/Filings				115.20				- 115.20
100-5440-30-01	EMS	97,000.00		97,000.00	106,393.02	24,825.00	- 10,657.66	109.68	1,264.64
100-5445-30-01	Emergency Management	15,000.00	- 6,765.00	8,235.00	5,894.95	54.79		71.58	2,340.05
100-5480-30-01	Contracted Services	5,742.00		5,742.00	7,574.50	205.95		131.91	- 1,832.50
100-5520-30-01	Telephones	2,292.00		2,292.00	2,094.74	184.94		91.39	197.26
100-5523-30-01	Water/Sewer Charges	15,800.00		15,800.00	7,145.18	703.65		45.22	8,654.82
100-5524-30-01	Gas	4,500.00		4,500.00	3,304.93	118.27		73.44	1,195.07
100-5525-30-01	Electricity	41,500.00		41,500.00	25,747.33	3,637.46		62.04	15,752.67
100-5526-30-01	Data Network	9,820.00	2,000.00	11,820.00	8,563.27	757.18		72.45	3,256.73
100-5530-30-01	Travel	9,778.00		9,778.00	8,490.12			86.83	1,287.88
100-5533-30-01	Mileage Expense	1,905.00		1,905.00	329.09			17.28	1,575.91
100-5536-30-01	Training/Seminars	16,500.00		16,500.00	13,770.64			83.46	2,729.36
100-5610-30-01	Fire Fighting Equipment	10,500.00		10,500.00	10,738.55	3,457.78		102.27	- 238.55
100-5620-30-01	Tools & Equipment	500.00		500.00	200.05			40.01	299.95
100-5630-30-01	Safety Equipment	25,500.00		25,500.00	27,539.08	6,255.68		108.00	- 2,039.08
100-6110-30-01	Capital Expenditure	123,828.00	104,603.00	228,431.00	228,582.29			100.07	- 151.29
100-6140-30-01	Capital Expense-Equipment	27,750.00		27,750.00	27,190.63			97.98	559.37
100-6140-30-01	Aerial Ladder Truck - Equipmen	250,000.00	- 249,651.00	349.00	349.00			100.00	
100-6160-30-01	Capital Expense-Vehicles	63,000.00		63,000.00	62,607.00			99.38	393.00
100-6160-30-01	Aerial Ladder Truck - Vehicle	1,400,000.00	- 1,400,000.00						
100-6610-30-01	Capital Expense		28,000.00	28,000.00	17,717.94	497.95		63.28	10,282.06
100-7144-30-01	Transfer to Bond Fund		1,649,651.00	1,649,651.00	1,649,651.00			100.00	

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-7145-30-01	Transfer to VERF	749,246.00		749,246.00	624,371.50	62,437.15		83.33	124,874.50
100-5110-30-05	Salaries & Wages	235,840.00		235,840.00	189,357.32	19,495.38		80.29	46,482.68
100-5115-30-05	Salaries - Overtime	24,404.00		24,404.00	12,721.53	516.98		52.13	11,682.47
100-5140-30-05	Salaries - Longevity Pay	995.00		995.00	985.00			99.00	10.00
100-5143-30-05	Cell Phone Allowance	2,805.00		2,805.00	2,295.00	255.00		81.82	510.00
100-5145-30-05	Social Security Expense	16,350.00		16,350.00	11,801.53	1,154.99		72.18	4,548.47
100-5150-30-05	Medicare Expense	3,824.00		3,824.00	2,760.05	270.12		72.18	1,063.95
100-5155-30-05	SUTA Expense	486.00		486.00	27.00			5.56	459.00
100-5160-30-05	Health Insurance	22,198.00		22,198.00	17,642.96	1,958.28		79.48	4,555.04
100-5165-30-05	Dental Insurance	1,255.00		1,255.00	965.78	105.02		76.96	289.22
100-5170-30-05	Life Insurance/AD&D	810.00		810.00	812.76	93.78		100.34	- 2.76
100-5175-30-05	Liability (TML)/Workers' Comp	2,622.00		2,622.00	2,322.77	238.70		88.59	299.23
100-5180-30-05	TMRS Expense	35,720.00		35,720.00	27,549.50	2,711.68		77.13	8,170.50
100-5185-30-05	Long/Short Term Disability	451.00		451.00	337.47	37.03		74.83	113.53
100-5186-30-05	WELLE-Wellness Prog Reimb Empl	1,650.00		1,650.00	325.00			19.70	1,325.00
100-5193-30-05	Records Retention	250.00		250.00					250.00
100-5194-30-05	FD Annual Phy & Screening	1,678.00		1,678.00			1,620.00		58.00
100-5210-30-05	Office Supplies	350.00		350.00	393.74			112.50	- 43.74
100-5215-30-05	Ammunition	1,250.00		1,250.00	1,249.12			99.93	0.88
100-5220-30-05	Office Equipment	3,765.00	2,500.00	6,265.00	6,847.43	- 322.52		109.30	- 582.43
100-5230-30-05	Dues,Fees,& Subscriptions	750.00		750.00	800.03	50.00		106.67	- 50.03
100-5240-30-05	Postage and Delivery	100.00		100.00	101.54	27.20		101.54	- 1.54
100-5250-30-05	Publications	1,050.00		1,050.00	1,155.95			110.09	- 105.95
100-5280-30-05	Printing and Reproduction	500.00		500.00	284.25			56.85	215.75
100-5295-30-05	Public Education/Fire Prevent	4,000.00		4,000.00	3,803.16			95.08	196.84
100-5335-30-05	Radio/Video Equip. and Repairs	500.00	500.00	1,000.00	149.00			14.90	851.00
100-5350-30-05	Vehicle Expense	5,000.00	- 1,500.00	3,500.00	957.61	537.46		27.36	2,542.39
100-5352-30-05	Fuel	5,000.00	- 1,500.00	3,500.00	1,495.00	198.03		42.71	2,005.00
100-5353-30-05	Oil/Grease/Inspections	900.00		900.00	10.25			1.14	889.75
100-5400-30-05	Uniform Expense	3,550.00		3,550.00	2,752.65			77.54	797.35
100-5430-30-05	Legal Fees	2,500.00		2,500.00	1,425.00			57.00	1,075.00
100-5480-30-05	Contracted Services	2,150.00	- 1,022.13	1,127.87	1,616.08			143.29	- 488.21
100-5526-30-05	Data Network	1,845.00		1,845.00	1,139.70	113.97		61.77	705.30
100-5530-30-05	Travel	2,924.00		2,924.00	2,949.24			100.86	- 25.24
100-5533-30-05	Mileage Expense	250.00		250.00					250.00
100-5536-30-05	Training/Seminars	5,700.00		5,700.00	4,752.30	50.00		83.37	947.70
100-5620-30-05	Tools & Equipment	700.00		700.00	628.30			89.76	71.70
100-5630-30-05	Safety Equipment	8,500.00		8,500.00	4,435.97	1,881.94	4,737.67	52.19	- 673.64
100-5640-30-05	Signs & Hardware	350.00		350.00	247.41			70.69	102.59
100-6140-30-05	Capital Expense-Equipment	5,000.00	1,022.13	6,022.13	6,022.13			100.00	
100-6160-30-05	Capital Expense-Vehicles	46,000.00		46,000.00	44,991.50			97.81	1,008.50
100-7145-30-05	Transfer to VERF	15,953.00		15,953.00	13,294.20	1,329.42		83.33	2,658.80
100-5110-40-01	Salaries & Wages	973,958.00		973,958.00	754,840.29	72,874.25		77.50	219,117.71
100-5115-40-01	Salaries - Overtime	7,500.00		7,500.00	731.31			9.75	6,768.69
100-5140-40-01	Salaries - Longevity Pay	2,840.00		2,840.00	2,630.00			92.61	210.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5143-40-01	Cell Phone Allowance	3,900.00		3,900.00	3,970.00		405.00	101.80	- 70.00
100-5145-40-01	Social Security Expense	61,295.00		61,295.00	43,248.18	4,144.57		70.56	18,046.82
100-5150-40-01	Medicare Expense	14,336.00		14,336.00	10,114.48	969.27		70.55	4,221.52
100-5155-40-01	SUTA Expense	2,592.00		2,592.00	270.57			10.44	2,321.43
100-5160-40-01	Health Insurance	128,249.00		128,249.00	99,597.06	8,343.98		77.66	28,651.94
100-5165-40-01	Dental Insurance	6,820.00		6,820.00	5,224.30	484.96		76.60	1,595.70
100-5170-40-01	Life Insurance/AD&D	1,776.00		1,776.00	1,426.51	141.45		80.32	349.49
100-5175-40-01	Liability (TML)/Workers' Comp	3,494.00		3,494.00	2,700.07	259.17		77.28	793.93
100-5180-40-01	TMRS Expense	133,952.00		133,952.00	102,871.74	9,897.15		76.80	31,080.26
100-5185-40-01	Long/Short Term Disability	1,851.00		1,851.00	1,364.38	135.72		73.71	486.62
100-5186-40-01	WELLE-Wellness Prog Reimb Empl	3,450.00		3,450.00	1,320.26	167.48		38.27	2,129.74
100-5210-40-01	Office Supplies	5,300.00		5,300.00	3,375.72	239.03		63.69	1,924.28
100-5220-40-01	Office Equipment	4,655.00		4,655.00	3,534.46			75.93	1,120.54
100-5230-40-01	Dues,Fees,& Subscriptions	1,700.00		1,700.00	1,968.50	542.50		115.79	- 268.50
100-5240-40-01	Postage and Delivery	50.00		50.00	1.39			2.78	48.61
100-5250-40-01	Publications	19,019.00		19,019.00	16,104.55			84.68	2,914.45
100-5280-40-01	Printing and Reproduction	1,000.00		1,000.00	288.41			28.84	711.59
100-5290-40-01	Other Charges and Services				277.00				- 277.00
100-5330-40-01	Copier Expense	2,000.00		2,000.00	2,296.74	129.23		114.84	- 296.74
100-5350-40-01	Vehicle Expense	5,545.00	4,500.00	10,045.00	6,520.37	2,480.09		64.91	3,524.63
100-5352-40-01	Fuel	9,700.00		9,700.00	5,436.35	772.23		56.05	4,263.65
100-5353-40-01	Oil/Grease/Inspections	1,485.00		1,485.00	458.54			30.88	1,026.46
100-5400-40-01	Uniform Expense	3,750.00		3,750.00	2,868.27			76.49	881.73
100-5410-40-01	Professional Services	474,500.00	- 37,548.00	436,952.00	171,048.48		78,451.52	39.15	187,452.00
100-5418-40-01	IT Fees	50,882.00		50,882.00	50,381.50			99.02	500.50
100-5419-40-01	IT Licenses	2,500.00		2,500.00					2,500.00
100-5430-40-01	Legal Fees	5,500.00		5,500.00	1,687.00			30.67	3,813.00
100-5465-40-01	Public Relations	500.00		500.00	140.82			28.16	359.18
100-5475-40-01	Credit Card Fees		12,000.00	12,000.00	11,722.77	991.55		97.69	277.23
100-5480-40-01	Contracted Services	3,000.00		3,000.00	2,152.95			71.77	847.05
100-5526-40-01	Data Network	4,320.00		4,320.00	3,411.75	341.91		78.98	908.25
100-5530-40-01	Travel	9,746.00		9,746.00	2,615.11	1,704.71		26.83	7,130.89
100-5533-40-01	Mileage Expense	2,214.00		2,214.00	648.37			29.29	1,565.63
100-5536-40-01	Training/Seminars	16,020.00		16,020.00	11,315.61	836.00		70.63	4,704.39
100-5620-40-01	Tools & Equipment	1,450.00		1,450.00	770.82			53.16	679.18
100-5630-40-01	Safety Equipment	1,750.00		1,750.00	1,134.27	18.99		64.82	615.73
100-7145-40-01	Transfer to VERF	31,757.00		31,757.00	26,464.20	2,646.42		83.33	5,292.80
100-5110-40-02	Salaries & Wages	118,004.00		118,004.00	99,469.10	9,657.46		84.29	18,534.90
100-5115-40-02	Salaries - Overtime	400.00		400.00	105.96			26.49	294.04
100-5140-40-02	Salaries - Longevity Pay	510.00		510.00	505.00			99.02	5.00
100-5143-40-02	Cell Phone Allowance	900.00		900.00					900.00
100-5145-40-02	Social Security Expense	7,432.00		7,432.00	5,784.21	556.40		77.83	1,647.79
100-5150-40-02	Medicare Expense	1,739.00		1,739.00	1,352.76	130.13		77.79	386.24
100-5155-40-02	SUTA Expense	324.00		324.00	18.00			5.56	306.00
100-5160-40-02	Health Insurance	16,882.00		16,882.00	13,103.20	1,310.32		77.62	2,778.80

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5165-40-02	Dental Insurance	884.00		884.00	709.06		67.10	80.21	174.94
100-5170-40-02	Life Insurance/AD&D	233.00		233.00	187.60		18.76	80.52	45.40
100-5175-40-02	Liability (TML)/Workers' Comp	504.00		504.00	422.41		40.77	83.81	81.59
100-5180-40-02	TMRS Expense	16,243.00		16,243.00	13,622.82		1,315.37	83.87	2,620.18
100-5185-40-02	Long/Short Term Disability	225.00		225.00	180.08		18.36	80.04	44.92
100-5186-40-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	500.00		50.00	83.33	100.00
100-5210-40-02	Office Supplies	500.00		500.00	43.18			8.64	456.82
100-5220-40-02	Office Equipment	200.00		200.00	735.13			367.57	- 535.13
100-5230-40-02	Dues,Fees,& Subscriptions	1,068.00		1,068.00	550.00			51.50	518.00
100-5240-40-02	Postage and Delivery	750.00		750.00	299.28		23.45	39.90	450.72
100-5280-40-02	Printing and Reproduction	400.00	2,500.00	2,900.00	125.41			4.32	2,774.59
100-5330-40-02	Copier Expense		50.00	50.00	32.43		6.47	64.86	17.57
100-5350-40-02	Vehicle Expense	2,150.00	2,027.00	4,177.00	3,496.42		57.39	83.71	680.58
100-5352-40-02	Fuel	1,440.00		1,440.00	832.11		103.92	57.79	607.89
100-5353-40-02	Oil/Grease/Inspections	340.00		340.00	34.69			10.20	305.31
100-5400-40-02	Uniform Expense	600.00		600.00	290.81			48.47	309.19
100-5418-40-02	IT Fees		440.00	440.00	440.00			100.00	
100-5430-40-02	Legal Fees	2,250.00		2,250.00	855.00		57.00	38.00	1,395.00
100-5435-40-02	Legal Notices/Filings	250.00		250.00	60.00			24.00	190.00
100-5480-40-02	Contracted Services	109,200.00	9,671.00	118,871.00	95,027.00		25,589.25	79.94	19,044.00
100-5520-40-02	Telephones	510.00	450.00	960.00	757.61		76.47	78.92	202.39
100-5526-40-02	Data Network	912.00		912.00	750.38		75.98	82.28	161.62
100-5530-40-02	Travel	2,580.00		2,580.00	1,341.79		50.86	52.01	1,238.21
100-5533-40-02	Mileage Expense	350.00	110.00	460.00	459.24			99.84	0.76
100-5536-40-02	Training/Seminars	2,410.00		2,410.00	1,747.20			72.50	662.80
100-5600-40-02	Special Events	250.00		250.00					250.00
100-5620-40-02	Tools & Equipment	400.00		400.00	161.12			40.28	238.88
100-5630-40-02	Safety Equipment				4.99		4.99		- 4.99
100-5640-40-02	Signs & Hardware	500.00		500.00	284.45			56.89	215.55
100-7145-40-02	Transfer to VERF	8,619.00		8,619.00	7,182.50		718.25	83.33	1,436.50
100-5110-40-03	Salaries & Wages	401,827.00		401,827.00	303,824.51		29,219.22	75.61	98,002.49
100-5115-40-03	Salaries - Overtime	2,000.00		2,000.00	1,403.21		59.51	70.16	596.79
100-5126-40-03	Salaries-Vacation Buy-Out	3,662.00		3,662.00	3,812.52			104.11	- 150.52
100-5140-40-03	Salaries - Longevity Pay	1,370.00		1,370.00	1,365.00			99.64	5.00
100-5143-40-03	Cell Phone Allowance	2,460.00		2,460.00	2,300.00		230.00	93.50	160.00
100-5145-40-03	Social Security Expense	25,520.00		25,520.00	17,917.35		1,698.39	70.21	7,602.65
100-5150-40-03	Medicare Expense	5,969.00		5,969.00	4,190.34		397.20	70.20	1,778.66
100-5155-40-03	SUTA Expense	810.00		810.00	142.27			17.56	667.73
100-5160-40-03	Health Insurance	53,405.00		53,405.00	49,958.40		4,334.28	93.55	3,446.60
100-5165-40-03	Dental Insurance	2,333.00		2,333.00	1,907.85		182.44	81.78	425.15
100-5170-40-03	Life Insurance/AD&D	615.00		615.00	509.70		51.42	82.88	105.30
100-5175-40-03	Liability (TML)/Workers' Comp	1,072.00		1,072.00	822.28		78.77	76.71	249.72
100-5180-40-03	TMRS Expense	55,772.00		55,772.00	42,272.36		4,044.19	75.80	13,499.64
100-5185-40-03	Long/Short Term Disability	764.00		764.00	548.49		55.50	71.79	215.51
100-5186-40-03	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	1,274.12		139.16	70.78	525.88

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5210-40-03	Office Supplies	6,100.00		6,100.00	3,416.37		67.43	56.01	2,683.63
100-5220-40-03	Office Equipment	1,420.00		1,420.00	1,575.09			110.92	- 155.09
100-5230-40-03	Dues,Fees,& Subscriptions	3,200.00		3,200.00	2,662.98			83.22	537.02
100-5240-40-03	Postage and Delivery	550.00		550.00	200.79		82.20	36.51	349.21
100-5280-40-03	Printing and Reproduction	2,000.00		2,000.00	150.11			7.51	1,849.89
100-5290-40-03	Other Charges and Services				125.28				- 125.28
100-5330-40-03	Copier Expense	3,000.00		3,000.00	1,623.76		110.32	54.13	1,376.24
100-5400-40-03	Uniform Expense	750.00		750.00	680.61			90.75	69.39
100-5410-40-03	Professional Services	109,500.00	70,879.99	180,379.99	157,842.86	23,208.86	9,900.00	87.51	12,637.13
100-5418-40-03	IT Fees	2,000.00		2,000.00	1,007.50			50.38	992.50
100-5419-40-03	IT Licenses	2,106.00	2,545.01	4,651.01	4,651.01			100.00	
100-5430-40-03	Legal Fees	15,000.00		15,000.00	11,298.38	2,015.50		75.32	3,701.62
100-5435-40-03	Legal Notices/Filings		1,899.00	1,899.00	1,899.00			100.00	
100-5480-40-03	Contracted Services	3,000.00		3,000.00					3,000.00
100-5520-40-03	Telephones	750.00		750.00					750.00
100-5526-40-03	Data Network	3,360.00		3,360.00	3,039.20	303.92		90.45	320.80
100-5530-40-03	Travel	5,000.00		5,000.00	4,082.21	1,686.08		81.64	917.79
100-5533-40-03	Mileage Expense	600.00		600.00	352.43			58.74	247.57
100-5536-40-03	Training/Seminars	4,730.00		4,730.00	2,725.78			57.63	2,004.22
100-7145-40-03	Transfer to VERF	1,328.00		1,328.00	1,106.70	110.67		83.34	221.30
100-5110-50-01	Salaries & Wages	276,167.00		276,167.00	194,060.88	21,194.87		70.27	82,106.12
100-5115-50-01	Salaries - Overtime	6,100.00		6,100.00	5,435.84	647.84		89.11	664.16
100-5140-50-01	Salaries - Longevity Pay	1,840.00		1,840.00	1,795.00			97.55	45.00
100-5145-50-01	Social Security Expense	17,625.00		17,625.00	11,550.79	1,272.58		65.54	6,074.21
100-5150-50-01	Medicare Expense	4,122.00		4,122.00	2,701.40	297.62		65.54	1,420.60
100-5155-50-01	SUTA Expense	972.00		972.00	45.91	0.91		4.72	926.09
100-5160-50-01	Health Insurance	57,175.00		57,175.00	32,926.79	2,768.04		57.59	24,248.21
100-5165-50-01	Dental Insurance	2,640.00		2,640.00	1,656.13	169.74		62.73	983.87
100-5170-50-01	Life Insurance/AD&D	616.00		616.00	431.48	46.90		70.05	184.52
100-5175-50-01	Liability (TML)/Workers' Comp	9,780.00		9,780.00	7,271.38	802.72		74.35	2,508.62
100-5180-50-01	TMRS Expense	38,513.00		38,513.00	27,400.19	2,973.23		71.15	11,112.81
100-5185-50-01	Long/Short Term Disability	526.00		526.00	335.86	36.19		63.85	190.14
100-5186-50-01	WELLE-Wellness Prog Reimb Empl	1,650.00		1,650.00	1,000.00	100.00		60.61	650.00
100-5210-50-01	Office Supplies	1,000.00		1,000.00	57.58			5.76	942.42
100-5220-50-01	Office Equipment	3,142.00		3,142.00					3,142.00
100-5230-50-01	Dues,Fees,& Subscriptions	400.00		400.00	200.00			50.00	200.00
100-5310-50-01	Rental Expense	36,000.00		36,000.00	19,778.93	3,581.26		54.94	16,221.07
100-5320-50-01	Repairs & Maintenance	2,600.00		2,600.00					2,600.00
100-5321-50-01	Signal Light Repairs	15,000.00	44,000.00	59,000.00	46,987.62	9,523.00	6,364.00	79.64	5,648.38
100-5340-50-01	Building Repairs	2,500.00		2,500.00	2,313.96			92.56	186.04
100-5350-50-01	Vehicle Expense	14,000.00	- 2,000.00	12,000.00	11,311.03	192.59		94.26	688.97
100-5351-50-01	Equipment Expense/Repair		2,000.00	2,000.00	3,618.60	44.95		180.93	- 1,618.60
100-5352-50-01	Fuel	9,000.00		9,000.00	6,236.37	773.27		69.29	2,763.63
100-5353-50-01	Oil/Grease/Inspections	400.00	1,000.00	1,400.00	1,055.02			75.36	344.98
100-5400-50-01	Uniform Expense	4,800.00		4,800.00	2,935.20	184.00		61.15	1,864.80

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5410-50-01	Coleman (Gorgeous-Prosper Trl)	375,000.00	- 375,000.00						
100-5430-50-01	Legal Fees	11,627.00		11,627.00	76.00			0.65	11,551.00
100-5480-50-01	Contracted Services	1,277,625.00	7,206.00	1,284,831.00	230,199.56	5,505.00	743,748.65	17.92	310,882.79
100-5520-50-01	Telephones	1,788.00		1,788.00	1,603.22	359.81		89.67	184.78
100-5523-50-01	Water/Sewer Charges	300.00		300.00	251.57	27.83		83.86	48.43
100-5525-50-01	Electricity	3,000.00		3,000.00	2,500.00	250.00		83.33	500.00
100-5526-50-01	Data Network	100.00	120.00	220.00	197.74	11.01		89.88	22.26
100-5527-50-01	Electricity - Street Lights	184,300.00		184,300.00	186,931.00	19,197.03		101.43	- 2,631.00
100-5530-50-01	Travel	600.00		600.00	414.51	414.51		69.09	185.49
100-5536-50-01	Training/Seminars	2,400.00	741.00	3,141.00	3,639.00	498.00		115.86	- 498.00
100-5620-50-01	Tools & Equipment	7,700.00		7,700.00	4,204.16			54.60	3,495.84
100-5630-50-01	Safety Equipment	4,800.00		4,800.00	2,102.57	628.25		43.80	2,697.43
100-5640-50-01	Signs & Hardware	55,000.00	16,000.00	71,000.00	39,100.24	17,785.96	30,696.00	55.07	1,203.76
100-5650-50-01	Maintenance Materials	103,600.00	- 861.00	102,739.00	91,955.64	6,556.56		89.50	10,783.36
100-6110-50-01	Capital Expenditure	730,000.00	- 730,000.00						
100-6140-50-01	Capital Expense-Equipment	81,278.00		81,278.00	77,472.00			95.32	3,806.00
100-6160-50-01	Capital Expense-Vehicles	46,100.00		46,100.00	39,454.34	599.98		85.58	6,645.66
100-7144-50-01	Transfer to Bond Fund		1,960,205.00	1,960,205.00	1,960,205.00	38,000.00		100.00	
100-7145-50-01	Transfer to VERF	33,608.00		33,608.00	28,006.70	2,800.67		83.33	5,601.30
100-5212-50-05	BUILDING SUPPLIES	13,425.00		13,425.00	940.42	111.73		7.01	12,484.58
100-5340-50-05	BUILDING REPAIRS				914.37	479.32			- 914.37
100-5480-50-05	CONTRACTED SERVICES	130,000.00		130,000.00	109,970.82	9,252.52	20,029.18	84.59	
100-5523-50-05	WATER/SEWER CHARGES	9,000.00		9,000.00	4,427.73	1,022.84		49.20	4,572.27
100-5524-50-05	GAS	200.00		200.00					200.00
100-5525-50-05	ELECTRICITY	120,000.00		120,000.00	66,135.95	6,744.32		55.11	53,864.05
100-5110-60-01	Salaries & Wages	315,866.00	- 12,000.00	303,866.00	234,301.01	24,526.90		77.11	69,564.99
100-5115-60-01	Salaries - Overtime	500.00		500.00	5,839.78	295.93		1,167.96	- 5,339.78
100-5140-60-01	Salaries - Longevity Pay	795.00		795.00	630.00			79.25	165.00
100-5143-60-01	Cell Phone Allowance	2,940.00		2,940.00	2,460.00	270.00		83.67	480.00
100-5145-60-01	Social Security Expense	19,854.00		19,854.00	14,103.48	1,466.98		71.04	5,750.52
100-5150-60-01	Medicare Expense	4,644.00		4,644.00	3,298.40	343.08		71.03	1,345.60
100-5155-60-01	SUTA Expense	648.00		648.00	36.00			5.56	612.00
100-5160-60-01	Health Insurance	34,464.00		34,464.00	30,126.86	2,812.62		87.42	4,337.14
100-5165-60-01	Dental Insurance	1,848.00		1,848.00	1,262.88	139.16		68.34	585.12
100-5170-60-01	Life Insurance/AD&D	465.00		465.00	267.70	29.64		57.57	197.30
100-5175-60-01	Liability (TML)/Workers' Comp	2,663.00		2,663.00	2,085.75	203.77		78.32	577.25
100-5180-60-01	TMRS Expense	43,392.00		43,392.00	32,731.23	3,375.57		75.43	10,660.77
100-5185-60-01	Long/Short Term Disability	600.00		600.00	413.98	46.61		69.00	186.02
100-5186-60-01	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	891.60	89.16		49.53	908.40
100-5210-60-01	Office Supplies	2,000.00		2,000.00	1,612.09	906.82		80.61	387.91
100-5212-60-01	Building Supplies	500.00		500.00	240.19			48.04	259.81
100-5220-60-01	Office Equipment				1,841.11				- 1,841.11
100-5230-60-01	Dues,Fees,& Subscriptions	2,500.00		2,500.00	1,110.00			44.40	1,390.00
100-5240-60-01	Postage and Delivery	50.00		50.00	7.73			15.46	42.27
100-5280-60-01	Printing and Reproduction	150.00		150.00	309.64			206.43	150.64

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5320-60-01	Repairs & Maintenance					209.75			- 209.75
100-5330-60-01	Copier Expense	2,800.00		2,800.00	1,037.93			37.07	1,762.07
100-5340-60-01	Building Repairs	68,500.00	29,000.00	97,500.00	94,799.13	48,109.44	3,269.75	97.23	- 568.88
100-5352-60-01	Fuel				28.00				- 28.00
100-5400-60-01	Uniform Expense	400.00		400.00	165.00			41.25	235.00
100-5410-60-01	Professional Services	74,000.00	- 39,000.00	35,000.00	35,065.39	2,625.00	18,154.61	100.19	- 18,220.00
100-5410-60-01	Prof Svcs. Town Hall Open Spac		52,000.00	52,000.00	13,107.95		17,368.05	25.21	21,524.00
100-5419-60-01	IT Licenses	600.00		600.00	378.60			63.10	221.40
100-5430-60-01	Legal Fees	7,500.00		7,500.00	10,317.70	1,501.00		137.57	- 2,817.70
100-5435-60-01	Legal Notices/Filings	250.00		250.00	300.00			120.00	- 50.00
100-5480-60-01	Contracted Services	3,120.00		3,120.00	7,250.00	800.00		232.37	- 4,130.00
100-5520-60-01	Telephones	420.00		420.00	360.21	36.28		85.76	59.79
100-5523-60-01	Water/Sewer Charges	1,180.00		1,180.00	565.36	57.33		47.91	614.64
100-5524-60-01	GAS	2,275.00		2,275.00	682.35	46.02		29.99	1,592.65
100-5525-60-01	Electricity	6,570.00	- 4,000.00	2,570.00	1,720.15	208.72		66.93	849.85
100-5526-60-01	Data Network	6,000.00		6,000.00	1,287.05	138.41		21.45	4,712.95
100-5530-60-01	Travel	4,000.00		4,000.00	302.28	145.00		7.56	3,697.72
100-5533-60-01	Mileage Expense	2,000.00		2,000.00	1,050.62	68.38		52.53	949.38
100-5536-60-01	Training/Seminars	7,500.00		7,500.00	2,917.87			38.91	4,582.13
100-5600-60-01	Special Events		140,000.00	140,000.00	124,182.69	1,343.19		88.70	15,817.31
100-5601-60-01	Event - Prosper Christmas	79,300.00		79,300.00	78,018.53		- 1,970.00	98.38	3,251.47
100-7144-60-01	Transfer to Bond Fund		158,194.00	158,194.00	158,194.00			100.00	
100-7145-60-01	Transfer to VERF	1,979.00		1,979.00	1,649.20	164.92		83.34	329.80
100-5110-60-02	Salaries & Wages	884,606.00		884,606.00	650,719.55	65,996.18		73.56	233,886.45
100-5115-60-02	Salaries - Overtime	16,117.00		16,117.00	15,846.11	2,496.44		98.32	270.89
100-5126-60-02	Salaries-Vacation Buy-Out	14,485.00		14,485.00	6,909.68			47.70	7,575.32
100-5140-60-02	Salaries - Longevity Pay	4,600.00		4,600.00	4,465.00			97.07	135.00
100-5143-60-02	Cell Phone Allowance	4,860.00		4,860.00	6,600.00	780.00		135.80	- 1,740.00
100-5145-60-02	Social Security Expense	57,567.00		57,567.00	38,736.61	3,942.22		67.29	18,830.39
100-5150-60-02	Medicare Expense	13,464.00		13,464.00	9,059.39	921.96		67.29	4,404.61
100-5155-60-02	SUTA Expense	3,240.00		3,240.00	353.58	0.91		10.91	2,886.42
100-5160-60-02	Health Insurance	176,901.00		176,901.00	163,896.80	14,213.50		92.65	13,004.20
100-5165-60-02	Dental Insurance	7,776.00		7,776.00	5,740.78	585.18		73.83	2,035.22
100-5170-60-02	Life Insurance/AD&D	2,078.00		2,078.00	1,660.26	178.22		79.90	417.74
100-5175-60-02	Liability (TML)/Workers' Comp	17,425.00		17,425.00	13,248.07	1,351.59		76.03	4,176.93
100-5180-60-02	TMRS Expense	120,597.00		120,597.00	92,298.64	9,330.53		76.54	28,298.36
100-5185-60-02	Long/Short Term Disability	1,691.00		1,691.00	1,165.06	124.08		68.90	525.94
100-5186-60-02	WELLE-Wellness Prog Reimb Empl	6,150.00		6,150.00	3,512.74	367.48		57.12	2,637.26
100-5210-60-02	Office Supplies	500.00		500.00	723.17			144.63	- 223.17
100-5212-60-02	Building Supplies	1,500.00		1,500.00	946.31			63.09	553.69
100-5213-60-02	Custodial Supplies		6,000.00	6,000.00	5,283.65			88.06	716.35
100-5220-60-02	Office Equipment	3,461.00		3,461.00	2,458.39			71.03	1,002.61
100-5230-60-02	Dues,Fees,& Subscriptions	1,238.00		1,238.00	2,111.15			170.53	- 873.15
100-5310-60-02	Rental Expense	41,000.00		41,000.00	36,264.47	2,805.00	2,805.00	88.45	1,930.53
100-5320-60-02	Repairs & Maintenance	69,410.00	- 21,000.00	48,410.00	25,851.08	3,069.98		53.40	22,558.02

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5322-60-02	Irrigation Repairs	13,000.00		13,000.00	14,516.77	4,929.09		111.67	- 1,516.77
100-5323-60-02	Field Maintenance	54,150.00		54,150.00	37,855.51	13,209.10	8,370.00	69.91	7,924.49
100-5324-60-02	Landscape Maintenance		15,000.00	15,000.00	13,416.32	27.95		89.44	1,583.68
100-5330-60-02	Copier Expense	237.00		237.00	113.88	7.29		48.05	123.12
100-5350-60-02	Vehicle Expense	8,000.00		8,000.00	6,312.87	368.90		78.91	1,687.13
100-5351-60-02	Equipment Expense/Repair				5,156.32	1,596.77			- 5,156.32
100-5352-60-02	Fuel	15,470.00		15,470.00	11,972.29	1,951.70		77.39	3,497.71
100-5353-60-02	Oil/Grease/Inspections	1,500.00		1,500.00	1,599.84	49.75		106.66	- 99.84
100-5355-60-02	Chemicals/Fertilizer	136,510.00	- 21,000.00	115,510.00	57,736.94	7,948.69	36,000.00	49.98	21,773.06
100-5400-60-02	Uniform Expense	11,635.00		11,635.00	10,587.24	745.29		91.00	1,047.76
100-5430-60-02	Legal Fees				38.00				- 38.00
100-5480-60-02	Contracted Services	282,632.00	969.23	283,601.23	202,989.16	38,076.75	67,708.00	71.58	12,904.07
100-5520-60-02	Telephones	4,165.00		4,165.00	3,053.25	290.83		73.31	1,111.75
100-5523-60-02	Water/Sewer Charges	179,788.00		179,788.00	61,760.98	17,412.33		34.35	118,027.02
100-5525-60-02	Electricity	160,000.00		160,000.00	123,400.32	13,782.46		77.13	36,599.68
100-5526-60-02	Data Network	800.00		800.00	379.90	37.99		47.49	420.10
100-5530-60-02	Travel	4,305.00		4,305.00	2,750.74	460.14		63.90	1,554.26
100-5533-60-02	Mileage Expense	150.00		150.00	1,126.00	734.28		750.67	- 976.00
100-5536-60-02	Training/Seminars	4,170.00		4,170.00	2,275.00			54.56	1,895.00
100-5620-60-02	Tools & Equipment	4,350.00	2,600.00	6,950.00	4,031.36			58.01	2,918.64
100-5630-60-02	Safety Equipment	2,995.00		2,995.00	609.08			20.34	2,385.92
100-5640-60-02	Signs & Hardware	6,200.00		6,200.00	3,479.49			56.12	2,720.51
100-6110-60-02	Capital Expenditure		18,400.00	18,400.00					18,400.00
100-6140-60-02	Capital Expense-Equipment	65,000.00	- 3,469.23	61,530.77	57,261.00	2,615.00		93.06	4,269.77
100-6160-60-02	Capital Expense-Vehicles	66,600.00	2,500.00	69,100.00	72,330.24			104.68	- 3,230.24
100-7145-60-02	Transfer to VERF	73,415.00		73,415.00	61,179.20	6,117.92		83.33	12,235.80
100-5110-60-03	Salaries & Wages	99,567.00	- 15,000.00	84,567.00	40,201.37	6,723.94		47.54	44,365.63
100-5140-60-03	Salaries - Longevity Pay	290.00		290.00					290.00
100-5143-60-03	CELL PHONE ALLOWANCE	440.00		440.00					440.00
100-5145-60-03	Social Security Expense	6,192.00		6,192.00	2,456.88	413.10		39.68	3,735.12
100-5150-60-03	Medicare Expense	1,448.00		1,448.00	574.60	96.61		39.68	873.40
100-5155-60-03	SUTA Expense	324.00		324.00	94.88	3.20		29.28	229.12
100-5160-60-03	Health Insurance	5,522.00		5,522.00	5,939.20	518.92		107.56	- 417.20
100-5165-60-03	Dental Insurance	363.00		363.00	374.66	64.80		103.21	- 11.66
100-5170-60-03	Life Insurance/AD&D	159.00		159.00	103.18	18.76		64.89	55.82
100-5175-60-03	Liability (TML)/Workers' Comp	888.00		888.00	703.43	117.66		79.22	184.57
100-5180-60-03	TMRS Expense	13,523.00		13,523.00	5,445.16	911.09		40.27	8,077.84
100-5185-60-03	Long/Short Term Disability	190.00		190.00	73.08	12.78		38.46	116.92
100-5186-60-03	WELLE-Wellness Prog Reimb Empl	550.00		550.00					550.00
100-5210-60-03	Office Supplies	150.00		150.00					150.00
100-5220-60-03	Office Equipment	3,350.00		3,350.00	1,648.22	1,024.53		49.20	1,701.78
100-5230-60-03	Dues,Fees,& Subscriptions	85.00		85.00	30.00			35.29	55.00
100-5240-60-03	Postage and Delivery	4,330.00		4,330.00	64.39		2,057.19	1.49	2,208.42
100-5260-60-03	Advertising	2,000.00		2,000.00					2,000.00
100-5280-60-03	Printing and Reproduction	3,115.00		3,115.00	327.53		1,390.05	10.52	1,387.47

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5475-60-03	Credit Card Fees				3,161.34		557.05		- 3,161.34
100-5520-60-03	Telephones	525.00		525.00					525.00
100-5533-60-03	Mileage Expense				23.14				- 23.14
100-5536-60-03	Training/Seminars	200.00		200.00					200.00
100-5600-60-03	Special Events	28,725.00	5,000.00	33,725.00	22,080.42	7,730.57		65.47	11,644.58
100-5995-60-03	Recreation Activities	59,500.00		59,500.00	43,621.58	14,459.85		73.31	15,878.42
100-5110-60-05	Salaries & Wages	296,805.00	- 24,150.00	272,655.00	218,754.08	21,689.32		80.23	53,900.92
100-5115-60-05	Salaries - Overtime				175.28				- 175.28
100-5126-60-05	Salaries-Vacation Buy-Out	2,122.00		2,122.00	2,121.32			99.97	0.68
100-5140-60-05	Salaries - Longevity Pay	270.00		270.00	265.00			98.15	5.00
100-5145-60-05	Social Security Expense	18,555.00		18,555.00	13,272.19	1,295.44		71.53	5,282.81
100-5150-60-05	Medicare Expense	4,339.00		4,339.00	3,104.02	302.97		71.54	1,234.98
100-5155-60-05	SUTA Expense	1,296.00		1,296.00	365.82	7.49		28.23	930.18
100-5160-60-05	Health Insurance	27,909.00		27,909.00	19,887.02	1,799.42		71.26	8,021.98
100-5165-60-05	Dental Insurance	1,715.00		1,715.00	788.58	99.66		45.98	926.42
100-5170-60-05	Life Insurance/AD&D	580.00		580.00	207.48	21.01		35.77	372.52
100-5175-60-05	Liability (TML)/Workers' Comp	649.00		649.00	459.52	43.14		70.80	189.48
100-5180-60-05	TMRS Expense	32,961.00		32,961.00	19,401.37	2,122.57		58.86	13,559.63
100-5185-60-05	Long/Short Term Disability	458.00		458.00	251.39	26.99		54.89	206.61
100-5186-60-05	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00					2,400.00
100-5210-60-05	Office Supplies	3,995.00		3,995.00	5,124.06	136.01		128.26	- 1,129.06
100-5212-60-05	Building Supplies				54.94				- 54.94
100-5220-60-05	Office Equipment	9,200.00	1,600.00	10,800.00	12,306.34	3,306.02		113.95	- 1,506.34
100-5230-60-05	Dues,Fees,& Subscriptions	5,500.00	14,900.00	20,400.00	10,295.77	13.98	3,300.00	50.47	6,804.23
100-5240-60-05	Postage and Delivery	400.00		400.00	485.22	55.02		121.31	- 85.22
100-5280-60-05	Printing and Reproduction	400.00		400.00	554.97			138.74	- 154.97
100-5281-60-05	Book Purchases	28,000.00	13,300.00	41,300.00	37,114.25	2,290.36	4,000.00	89.87	185.75
100-5282-60-05	DVD Purchases	1,500.00		1,500.00	1,650.28	255.88		110.02	- 150.28
100-5283-60-05	Audiobook Purchases	1,700.00	- 1,000.00	700.00	601.87	29.99		85.98	98.13
100-5284-60-05	Other Collect. Item Purchases	6,617.00	- 850.00	5,767.00	4,431.94	5.35		76.85	1,335.06
100-5290-60-05	Other Charges and Services	2,000.00		2,000.00	1,835.58	160.31		91.78	164.42
100-5330-60-05	Copier Expense	900.00		900.00	1,437.18	163.02		159.69	- 537.18
100-5400-60-05	Uniform Expense	1,300.00		1,300.00	958.80			73.75	341.20
100-5430-60-05	Legal Fees	600.00		600.00	323.00	76.00		53.83	277.00
100-5480-60-05	Contracted Services	13,000.00	- 4,800.00	8,200.00	8,095.00			98.72	105.00
100-5520-60-05	Telephones	980.00		980.00	432.90	34.99		44.17	547.10
100-5526-60-05	Data Network				213.23				- 213.23
100-5530-60-05	Travel	2,000.00		2,000.00	2,142.75	265.96		107.14	- 142.75
100-5533-60-05	Mileage Expense	750.00		750.00	352.24			46.97	397.76
100-5536-60-05	Training/Seminars	1,000.00		1,000.00	892.76	450.00		89.28	107.24
100-5600-60-05	Special Events	2,000.00	1,000.00	3,000.00	4,131.64	542.51		137.72	- 1,131.64
100-7145-60-05	TRANSFER TO VERF	660.00		660.00	550.00	55.00		83.33	110.00
100-5110-98-01	Salaries & Wages	789,919.00	159,186.00	949,105.00	593,038.75	73,257.93		62.48	356,066.25
100-5115-98-01	Salaries - Overtime	700.00		700.00	294.14	90.31		42.02	405.86
100-5126-98-01	Salaries-Vacation Buy-Out	11,971.00		11,971.00	11,542.86			96.42	428.14

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5140-98-01	Salaries - Longevity Pay	2,025.00		2,025.00	1,890.00			93.33	135.00
100-5145-98-01	Social Security Expense	49,914.00		49,914.00	34,246.85	4,320.15		68.61	15,667.15
100-5150-98-01	Medicare Expense	11,674.00		11,674.00	8,417.93	1,010.36		72.11	3,256.07
100-5155-98-01	SUTA Expense	1,296.00		1,296.00	72.00			5.56	1,224.00
100-5160-98-01	Health Insurance	85,883.00		85,883.00	61,125.20	5,395.58		71.17	24,757.80
100-5165-98-01	Dental Insurance	3,676.00		3,676.00	2,307.51	218.20		62.77	1,368.49
100-5170-98-01	Life Insurance/AD&D	933.00		933.00	704.30	70.88		75.49	228.70
100-5175-98-01	Liability (TML)/Workers' Comp	2,090.00		2,090.00	1,669.00	186.98		79.86	421.00
100-5180-98-01	TMRS Expense	109,072.00		109,072.00	73,215.73	9,424.01		67.13	35,856.27
100-5185-98-01	Long/Short Term Disability	1,501.00		1,501.00	951.96	131.61		63.42	549.04
100-5186-98-01	WELLE-Wellness Prog Reimb Empl	2,250.00		2,250.00	1,700.00	200.00		75.56	550.00
100-5191-98-01	Hiring Cost				357.40				- 357.40
100-5210-98-01	Office Supplies	2,500.00	515.00	3,015.00	1,466.71	189.23		48.65	1,548.29
100-5220-98-01	Office Equipment	5,245.00	45,250.00	50,495.00	6,088.32	555.34	41,620.40	12.06	2,786.28
100-5230-98-01	Dues,Fees,& Subscriptions	3,449.00		3,449.00	1,817.00			52.68	1,632.00
100-5240-98-01	Postage and Delivery	280.00		280.00	226.42	7.85		80.86	53.58
100-5250-98-01	Publications	346.00		346.00					346.00
100-5280-98-01	Printing and Reproduction	100.00		100.00	267.57			267.57	- 167.57
100-5290-98-01	Other Charges and Services				128.64				- 128.64
100-5330-98-01	Copier Expense	840.00		840.00	1,611.56	109.11		191.85	- 771.56
100-5350-98-01	Vehicle Expense				146.76	146.76			- 146.76
100-5400-98-01	Uniform Expense	700.00		700.00	334.46			47.78	365.54
100-5410-98-01	Professional Services	39,485.00	11,500.00	50,985.00	36,700.00		22,700.00	71.98	- 8,415.00
100-5410-98-01	First/BNSF RR Overpass	40,000.00		40,000.00	1,045.00		37,955.00	2.61	1,000.00
100-5410-98-01	Prosper Trl/BNSF RR Overpass	40,000.00		40,000.00			39,000.00		1,000.00
100-5419-98-01	IT Licenses	1,750.00		1,750.00					1,750.00
100-5430-98-01	Legal Fees	10,000.00		10,000.00	20,967.55	1,043.60		209.68	- 10,967.55
100-5435-98-01	Legal Notices/Filings	2,400.00		2,400.00	2,034.80	16.00		84.78	365.20
100-5480-98-01	Contracted Services	960.00		960.00					960.00
100-5520-98-01	Telephones	3,395.00		3,395.00	1,935.98	171.17		57.02	1,459.02
100-5526-98-01	Data Network	480.00		480.00	2,152.68	209.94		448.48	- 1,672.68
100-5530-98-01	Travel	1,400.00		1,400.00	1,457.14			104.08	- 57.14
100-5533-98-01	Mileage Expense	4,025.00	10,000.00	14,025.00	12,828.43			91.47	1,196.57
100-5536-98-01	Training/Seminars	3,359.00	7,000.00	10,359.00	2,878.63	299.00		27.79	7,480.37
100-5620-98-01	Tools & Equipment	1,000.00		1,000.00	39.79			3.98	960.21
100-6160-98-01	Capital Expense - Vehicles		56,000.00	56,000.00	53,389.47	53,389.47		95.34	2,610.53
100-7145-98-01	Transfer to VERF	1,690.00		1,690.00	1,408.30	140.83		83.33	281.70
120-4120-20-01	Sales Taxes	- 1,227,504.00		- 1,227,504.00	- 809,066.06	- 101,288.88		65.91	- 418,437.94
120-4610-20-01	Interest Income	- 5,000.00		- 5,000.00					- 5,000.00
120-5110-20-01	Salaries & Wages	813,449.00		813,449.00	637,753.02	46,264.69		78.40	175,695.98
120-5115-20-01	Salaries - Overtime	3,695.00		3,695.00	47,286.91	1,558.71		1,279.75	- 43,591.91
120-5126-20-01	Salaries-Vacation Buy-Out	1,513.00		1,513.00	1,512.40			99.96	0.60
120-5127-20-01	Salaries-Certification Pay	15,900.00		15,900.00	14,945.86	1,324.52		94.00	954.14
120-5140-20-01	Salaries - Longevity Pay	2,410.00		2,410.00	2,400.00			99.59	10.00
120-5145-20-01	Social Security Expense	51,700.00		51,700.00	42,124.64	3,586.04		81.48	9,575.36

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
120-5150-20-01	Medicare Expense	12,091.00		12,091.00	9,851.73	838.70		81.48	2,239.27
120-5155-20-01	SUTA Expense	1,953.00		1,953.00	261.00			13.36	1,692.00
120-5160-20-01	Health Insurance	104,981.00		104,981.00	88,033.04	7,789.80		83.86	16,947.96
120-5165-20-01	Dental Insurance	5,146.00		5,146.00	4,147.76	381.96		80.60	998.24
120-5170-20-01	Life Insurance/AD&D	4,637.00		4,637.00	3,594.90	343.86		77.53	1,042.10
120-5175-20-01	Liability (TML) Workers' Comp	15,094.00		15,094.00	12,700.01	1,102.26		84.14	2,393.99
120-5180-20-01	TMRS Expense	112,989.00		112,989.00	97,166.81	8,322.02		86.00	15,822.19
120-5185-20-01	Long/Short Term Disability	1,546.00		1,546.00	1,122.52	100.29		72.61	423.48
120-5186-20-01	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	1,391.60	139.16		57.98	1,008.40
120-5215-20-01	Ammunition	8,881.00		8,881.00					8,881.00
120-5350-20-01	Vehicle Expense	3,137.40		3,137.40					3,137.40
120-5400-20-01	Uniforms	14,234.50		14,234.50					14,234.50
120-5410-20-01	Professional Services				155.38				- 155.38
120-5536-20-01	Training/Seminars	4,697.80		4,697.80					4,697.80
120-5620-20-01	Tools and Equipment	52,049.30		52,049.30	48,510.05			93.20	3,539.25
130-4120-30-01	Sales Taxes	- 1,227,504.00		- 1,227,504.00	- 808,849.82	- 101,155.53		65.89	- 418,654.18
130-4610-30-01	Interest Income	- 5,000.00		- 5,000.00					- 5,000.00
130-5110-30-01	Salaries & Wages	805,179.00		805,179.00	642,173.01	60,301.81		79.76	163,005.99
130-5115-30-01	Salaries - Overtime	5,681.00		5,681.00	107,769.83	13,507.93		1,897.02	- 102,088.83
130-5116-30-01	Salaries - FLSA Overtime	2,000.00		2,000.00	13,182.45	1,384.49		659.12	- 11,182.45
130-5127-30-01	Salaries-Certification Pay	10,980.00		10,980.00	8,972.79	867.74		81.72	2,007.21
130-5140-30-01	Salaries - Longevity Pay	2,160.00		2,160.00	1,090.00			50.46	1,070.00
130-5145-30-01	Social Security Expense	49,282.00		49,282.00	44,854.90	4,334.93		91.02	4,427.10
130-5150-30-01	Medicare Expense	11,526.00		11,526.00	10,490.23	1,013.78		91.01	1,035.77
130-5155-30-01	SUTA Expense	1,944.00		1,944.00	296.31			15.24	1,647.69
130-5160-30-01	Health Insurance	123,024.00		123,024.00	110,812.16	10,828.96		90.07	12,211.84
130-5165-30-01	Dental Insurance	5,706.00		5,706.00	4,120.13	386.38		72.21	1,585.87
130-5170-30-01	Life Insurance/AD&D	4,637.00		4,637.00	3,688.68	375.12		79.55	948.32
130-5175-30-01	Liability (TML) Workers' Comp	12,118.00		12,118.00	11,006.83	1,062.30		90.83	1,111.17
130-5180-30-01	TMRS Expense	110,936.00		110,936.00	104,944.34	10,335.85		94.60	5,991.66
130-5185-30-01	Long/Short Term Disability	1,531.00		1,531.00	1,120.60	111.05		73.19	410.40
130-5186-30-01	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	1,639.84	217.48		91.10	160.16
130-5191-30-01	Hiring Cost	500.00		500.00					500.00
130-5194-30-01	FD Annual Phy & Screening	11,000.00		11,000.00			11,000.00		
130-5400-30-01	Uniforms	19,000.00		19,000.00	17,459.19	442.70		91.89	1,540.81
130-5410-30-01	Professional Services				155.38				- 155.38
130-5480-30-01	Contracted Services	5,000.00		5,000.00	5,000.00			100.00	
130-5536-30-01	Training/Seminars	14,500.00		14,500.00	1,448.36	745.96		9.99	13,051.64
130-5610-30-01	Fire Fighting Equipment	9,500.00		9,500.00	3,592.64	970.68		37.82	5,907.36
130-5630-30-01	Safety Equipment	24,500.00		24,500.00	19,886.74	16,529.66		81.17	4,613.26
150-4015-10-00	Water Impact Fees	- 125,000.00		- 125,000.00	- 19,868.00			15.89	- 105,132.00
150-4020-10-00	Wastewater Impact Fees	- 75,000.00		- 75,000.00	- 11,852.00			15.80	- 63,148.00
150-4040-10-00	East Thoroughfare Impact Fees	- 300,000.00		- 300,000.00	- 92,172.67			30.72	- 207,827.33
150-4110-10-00	Property Taxes (Town)	- 290,232.00		- 290,232.00	- 340,626.29			117.36	50,394.29
150-4111-10-00	Property Taxes (County)	- 83,081.00		- 83,081.00	- 73,603.64			88.59	9,477.36

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
150-4120-10-00	Sales Taxes (Town)	- 450,000.00		- 450,000.00	- 374,400.58	- 40,294.65		83.20	- 75,599.42
150-4121-10-00	Sales Taxes (PEDC)	- 390,000.00		- 390,000.00	- 313,560.45	- 33,746.77		80.40	- 76,439.55
150-4610-10-00	Interest Income	- 5,000.00		- 5,000.00	- 8,450.64	- 613.39		169.01	3,450.64
150-4995-10-00	Transfer In				- 1,448.91				1,448.91
150-5435-10-00	Legal Notices/Filings				74.00				- 74.00
150-5810-10-00	Thoro Impact Fee Rebate				251,894.58				- 251,894.58
150-5811-10-00	Water Impact Fee Rebate				29,066.53				- 29,066.53
150-5812-10-00	Wastwater Impact Fee Rebate				24,218.42				- 24,218.42
150-5815-10-00	Town Sales Tax Rebate				248,877.08				- 248,877.08
150-5816-10-00	PEDC Sales Tax Rebate				208,434.53				- 208,434.53
150-5820-10-00	Town Ad Valorem Tax Rebate	1,718,313.00		1,718,313.00	342,612.73			19.94	1,375,700.27
150-5821-10-00	County Ad Valorem Tax Rebate				73,749.42				- 73,749.42
160-4041-10-00	W Thoro Impact Fee	- 325,500.00		- 325,500.00					- 325,500.00
160-4110-10-00	Property Taxes (Town)	- 15,053.00		- 15,053.00	- 15,052.54			100.00	- 0.46
160-4111-10-00	Property Taxes (County)	- 4,308.00		- 4,308.00	- 3,738.01			86.77	- 569.99
160-4120-10-00	Sales Taxes (Town)	- 150.00		- 150.00	- 11.67	- 1.51		7.78	- 138.33
160-4121-10-00	Sales Taxes (PEDC)	- 150.00		- 150.00	- 11.67	- 1.51		7.78	- 138.33
160-4610-10-00	Interest Income	- 1,000.00		- 1,000.00	- 487.16	- 51.12		48.72	- 512.84
160-5810-10-00	W Thoro Impact Fee Rebate	346,161.00		346,161.00	637.14			0.18	345,523.86
160-5815-10-00	Town Sales Tax Rebate				26.14				- 26.14
160-5816-10-00	PEDC Sales Tax Rebate				26.14				- 26.14
160-5820-10-00	Town Ad Valorem Tax Rebate				15,436.16				- 15,436.16
160-5821-10-00	County Ad Valorem Tax Rebate				3,833.28				- 3,833.28
200-4000-10-08	W/S Service Initiation	- 80,000.00		- 80,000.00	- 78,510.00	- 11,960.00		98.14	- 1,490.00
200-4007-10-08	Sanitation	- 1,377,830.00		- 1,377,830.00	- 980,509.07	- 104,494.42		71.16	- 397,320.93
200-4009-10-08	Late Fee-W/S	- 99,225.00		- 99,225.00	- 112,200.10	- 12,903.93		113.08	12,975.10
200-4200-10-99	T-Mobile Fees	- 69,210.00		- 69,210.00	- 31,031.20	- 3,316.31		44.84	- 38,178.80
200-4201-10-99	Tierone Converged Network	- 18,000.00		- 18,000.00	- 16,592.00	- 1,898.00		92.18	- 1,408.00
200-4205-10-99	Rise Broadband	- 31,482.00		- 31,482.00	- 18,639.51	- 1,239.39		59.21	- 12,842.49
200-4206-10-99	Verizon Antennae Lease	- 32,200.00		- 32,200.00	- 40,851.25	- 2,883.75		126.87	8,651.25
200-4930-10-99	Insurance Proceeds				- 6,325.73				6,325.73
200-4005-50-02	Water Revenue	- 10,980,047.00		- 10,980,047.00	- 6,961,100.45	- 1,124,638.98		63.40	- 4,018,946.55
200-4010-50-02	Connection Tap & Construction	- 800,000.00		- 800,000.00	- 641,905.00	- 74,250.00		80.24	- 158,095.00
200-4012-50-02	Saturday Inspection Fee	- 2,500.00		- 2,500.00	- 12,150.00	- 1,500.00		486.00	9,650.00
200-4018-50-02	Internet Cr. Card Fees				- 63,355.89	- 7,794.54			63,355.89
200-4019-50-02	Cr. Card Pmt Fees				- 17,425.79	- 2,365.05			17,425.79
200-4060-50-02	NSF Fees	- 1,850.00		- 1,850.00	- 1,275.00	- 125.00		68.92	- 575.00
200-4243-50-02	Backflow Prevention Inspection	- 39,552.00		- 39,552.00	- 43,655.00	- 3,755.00		110.37	4,103.00
200-4610-50-02	Interest Income	- 98,752.00		- 98,752.00	- 133,514.50	- 17,801.02		135.20	34,762.50
200-4910-50-02	Other Revenue	- 120,000.00		- 120,000.00	- 184,724.32	- 22,759.56		153.94	64,724.32
200-4006-50-03	Sewer	- 5,921,457.00		- 5,921,457.00	- 5,210,091.35	- 550,441.06		87.99	- 711,365.65
200-4010-50-03	Connection Tap & Construction	- 350,000.00		- 350,000.00	- 273,800.00	- 31,800.00		78.23	- 76,200.00
200-4910-50-03	Other Revenue				- 23.82				23.82
200-5110-10-08	Salaries & Wages	199,482.00		199,482.00	171,636.05	32,451.68		86.04	27,845.95
200-5115-10-08	Salaries - Overtime	3,500.00		3,500.00	541.23	10.95		15.46	2,958.77

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5126-10-08	Salaries-Vacation Buy-Out	1,375.00		1,375.00	1,334.84			97.08	40.16
200-5140-10-08	Salaries - Longevity Pay	1,295.00		1,295.00	2,055.00	765.00		158.69	- 760.00
200-5145-10-08	Social Security Expense	12,760.00		12,760.00	10,497.72	2,023.61		82.27	2,262.28
200-5150-10-08	Medicare Expense	2,985.00		2,985.00	2,455.12	473.26		82.25	529.88
200-5155-10-08	SUTA Expense	648.00		648.00	71.79			11.08	576.21
200-5160-10-08	Health Insurance	28,078.00		28,078.00	23,648.00	2,214.80		84.22	4,430.00
200-5165-10-08	Dental Insurance	1,800.00		1,800.00	1,435.93	135.86		79.77	364.07
200-5170-10-08	Life Insurance/AD&D	465.00		465.00	375.20	37.52		80.69	89.80
200-5175-10-08	Liability (TML)/Workers' Comp	391.00		391.00	335.31	63.33		85.76	55.69
200-5180-10-08	TMRS Expense	27,886.00		27,886.00	23,915.61	4,515.89		85.76	3,970.39
200-5185-10-08	Long/Short Term Disability	379.00		379.00	312.16	61.67		82.36	66.84
200-5186-10-08	WELLE-Wellness Prog Reimb-Empl	1,800.00		1,800.00	1,000.00	100.00		55.56	800.00
200-5210-10-08	Office Supplies	2,440.00		2,440.00	2,421.03			99.22	18.97
200-5220-10-08	Office Equipment	1,400.00		1,400.00	607.97			43.43	792.03
200-5230-10-08	Dues,Fees,& Subscriptions	100.00		100.00	246.90	150.00		246.90	- 146.90
200-5240-10-08	Postage and Delivery	47,811.00		47,811.00	34,751.81	4,327.81		72.69	13,059.19
200-5270-10-08	Bank Charges	50,000.00	- 50,000.00						
200-5280-10-08	Printing and Reproduction	4,330.00		4,330.00	3,813.46			88.07	516.54
200-5290-10-08	Other Charges and Services	600.00		600.00					600.00
200-5330-10-08	Copier Expense	1,386.00	675.00	2,061.00	799.36	109.82		38.79	1,261.64
200-5400-10-08	Uniform Expense	226.00		226.00	215.38			95.30	10.62
200-5418-10-08	IT Fees	6,725.00		6,725.00	4,965.50			73.84	1,759.50
200-5430-10-08	Legal Fees	3,150.00		3,150.00	152.00			4.83	2,998.00
200-5470-10-08	Trash Collection	1,287,692.00		1,287,692.00	914,529.32	96,515.72		71.02	373,162.68
200-5475-10-08	CREDIT CARD FEES		50,000.00	50,000.00	92,277.08	10,861.85		184.55	- 42,277.08
200-5479-10-08	Household Haz. Waste Disposal	7,800.00		7,800.00	4,135.00	650.00		53.01	3,665.00
200-5480-10-08	Contracted Services	10,800.00	- 25.00	10,775.00	7,250.74			67.29	3,524.26
200-5481-10-08	Cash Short/Over				60.00				- 60.00
200-5520-10-08	Telephones	720.00		720.00	317.88	- 6.05		44.15	402.12
200-5530-10-08	Travel	1,400.00		1,400.00	1,117.61			79.83	282.39
200-5533-10-08	Mileage Expense	600.00		600.00					600.00
200-5536-10-08	Training/Seminars	1,050.00		1,050.00	803.49			76.52	246.51
200-5600-10-08	Special Events	900.00	- 650.00	250.00	249.79			99.92	0.21
200-7145-10-08	Transfer to VERF	887.00		887.00	739.20	73.92		83.34	147.80
200-7147-10-08	Transfer to GF	45,594.00		45,594.00	37,995.00	3,799.50		83.33	7,599.00
200-5110-10-99	Salaries & Wages	- 49,272.00		- 49,272.00					- 49,272.00
200-5176-10-99	TML-Prop & Liab Insurance	55,000.00		55,000.00	66,100.51			120.18	- 11,100.51
200-5295-10-99	General Fund Franchise Fee	295,298.00		295,298.00	246,081.70	24,608.17		83.33	49,216.30
200-5410-10-99	Professional Services				5,929.00	5,929.00			- 5,929.00
200-5415-10-99	Tuition Reimbursement	12,040.00		12,040.00	2,984.86			24.79	9,055.14
200-5480-10-99	Contracted Services				24,880.00				- 24,880.00
200-6186-10-99	2013 Bond Payment	220,000.00		220,000.00			220,000.00		
200-6193-10-99	2012 CO Bond Payment	286,350.00		286,350.00	286,350.00			100.00	
200-6200-10-99	Bond Issuance Costs	600.00		600.00	54,570.62	59,634.91		9,095.10	- 53,970.62
200-6201-10-99	2014 GO Bond Payment	375,000.00		375,000.00			375,000.00		

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-6202-10-99	2014 CO Bond Payment	485,000.00		485,000.00			485,000.00		
200-6205-10-99	2016 GO Bond Payment	413,200.00		413,200.00	413,200.00			100.00	
200-6210-10-99	2018 CO Bond Payment	300,000.00		300,000.00	300,000.00			100.00	
200-6299-10-99	Bond Interest Expense	1,413,576.00		1,413,576.00	768,835.45		644,740.55	54.39	
200-6610-10-99	Old Town Streets - W/S Portion		143,273.93	143,273.93	147,263.23			102.78	- 3,989.30
200-7000-10-99	Contingency	50,000.00		50,000.00	17,450.00			34.90	32,550.00
200-5110-50-02	Salaries & Wages	1,184,475.00		1,184,475.00	936,184.22	94,841.32		79.04	248,290.78
200-5115-50-02	Salaries - Overtime	38,400.00		38,400.00	55,406.18	4,341.56		144.29	- 17,006.18
200-5126-50-02	Salaries-Vacation Buy-Out	4,272.00		4,272.00	3,767.60			88.19	504.40
200-5140-50-02	Salaries - Longevity Pay	5,055.00		5,055.00	4,200.00			83.09	855.00
200-5145-50-02	Social Security Expense	76,616.00		76,616.00	58,845.02	5,849.83		76.81	17,770.98
200-5150-50-02	Medicare Expense	17,918.00		17,918.00	13,823.25	1,368.13		77.15	4,094.75
200-5155-50-02	SUTA Expense	3,888.00		3,888.00	439.98	5.24		11.32	3,448.02
200-5160-50-02	Health Insurance	187,489.00		187,489.00	148,029.69	13,955.38		78.95	39,459.31
200-5165-50-02	Dental Insurance	8,970.00		8,970.00	6,358.04	615.28		70.88	2,611.96
200-5170-50-02	Life Insurance/AD&D	2,543.00		2,543.00	2,099.20	226.52		82.55	443.80
200-5175-50-02	Liability (TML)/Workers' Comp	25,040.00		25,040.00	19,115.96	1,873.35		76.34	5,924.04
200-5180-50-02	TMRS Expense	167,424.00		167,424.00	136,051.42	13,504.09		81.26	31,372.58
200-5185-50-02	Long/Short Term Disability	2,255.00		2,255.00	1,650.87	177.62		73.21	604.13
200-5186-50-02	WELLE-Wellness Prog Reimb-Empl	9,150.00		9,150.00	4,915.72	478.32		53.72	4,234.28
200-5210-50-02	Office Supplies	3,500.00		3,500.00	1,852.25			52.92	1,647.75
200-5212-50-02	Building Supplies	3,800.00		3,800.00	2,629.54			69.20	1,170.46
200-5220-50-02	Office Equipment	5,742.00		5,742.00	4,336.63			75.53	1,405.37
200-5230-50-02	Dues,Fees,& Subscriptions	13,144.00	11,129.00	24,273.00	26,710.98	444.00		110.04	- 2,437.98
200-5240-50-02	Postage and Delivery	2,900.00		2,900.00	1,133.89	26.00		39.10	1,766.11
200-5280-50-02	Printing and Reproduction	3,000.00		3,000.00	1,101.28			36.71	1,898.72
200-5310-50-02	Rental Expense	9,420.00		9,420.00	8,615.84	3,866.30		91.46	804.16
200-5320-50-02	Repairs & Maintenance	3,600.00		3,600.00					3,600.00
200-5330-50-02	Copier Expense	1,600.00		1,600.00	2,173.08	114.10		135.82	- 573.08
200-5340-50-02	Building Repairs	5,000.00		5,000.00	5,673.26			113.47	- 673.26
200-5350-50-02	Vehicle Expense	37,700.00	- 3,000.00	34,700.00	35,893.14	3,140.73		103.44	- 1,193.14
200-5351-50-02	Equipment Expense/Repair		3,000.00	3,000.00	13,398.85	- 460.47		446.63	- 10,398.85
200-5352-50-02	Fuel	31,500.00		31,500.00	25,275.38	3,239.31		80.24	6,224.62
200-5353-50-02	Oil/Grease/Inspections	2,600.00		2,600.00	828.31	33.25		31.86	1,771.69
200-5400-50-02	Uniform Expense	19,700.00		19,700.00	10,818.74			54.92	8,881.26
200-5410-50-02	Professional Services		18,400.00	18,400.00	5,875.91		12,524.09	31.93	
200-5418-50-02	IT Fees				116.00				- 116.00
200-5419-50-02	IT Licenses	30,080.00		30,080.00					30,080.00
200-5430-50-02	Legal Fees	1,000.00		1,000.00	390.27	57.00		39.03	609.73
200-5480-50-02	Contracted Services	63,118.00	14,600.00	77,718.00	66,776.36	1,014.65	14,200.00	85.92	- 3,258.36
200-5520-50-02	Telephones	10,726.00		10,726.00	8,056.28	849.23		75.11	2,669.72
200-5523-50-02	Water/Sewer Charges	11,000.00		11,000.00	5,205.77	226.80		47.33	5,794.23
200-5524-50-02	Gas	2,000.00		2,000.00	2,037.70			101.89	- 37.70
200-5525-50-02	Electricity	268,100.00	- 7,000.00	261,100.00	223,685.52	32,191.80		85.67	37,414.48
200-5526-50-02	Data Network	4,320.00		4,320.00	4,020.16	567.30		93.06	300.84

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5530-50-02	Travel	2,300.00		2,300.00	1,154.05	79.43		50.18	1,145.95
200-5533-50-02	Mileage Expense	500.00		500.00					500.00
200-5536-50-02	Training/Seminars	15,000.00		15,000.00	15,427.60	1,750.00		102.85	- 427.60
200-5540-50-02	Water Testing	7,960.00		7,960.00	2,969.29	1,065.00		37.30	4,990.71
200-5545-50-02	Meter Purchases	409,900.00		409,900.00	349,580.69	47,348.00	34,583.00	85.28	25,736.31
200-5550-50-02	Water Purchases	5,349,510.00	- 25,000.00	5,324,510.00	4,238,637.57	423,864.00		79.61	1,085,872.43
200-5600-50-02	Special Events	10,000.00	- 3,000.00	7,000.00	5,257.32			75.11	1,742.68
200-5620-50-02	Tools & Equipment	20,000.00		20,000.00	15,703.86	1,988.22		78.52	4,296.14
200-5630-50-02	Safety Equipment	12,700.00		12,700.00	6,536.82	1,685.38		51.47	6,163.18
200-5640-50-02	Signs & Hardware	600.00		600.00	530.00			88.33	70.00
200-5650-50-02	Maintenance Materials	3,500.00	3,000.00	6,500.00	6,706.37			103.18	- 206.37
200-5660-50-02	Chemical Supplies	15,000.00		15,000.00	16,728.10	484.62		111.52	- 1,728.10
200-5670-50-02	System Improvements	137,300.00	- 4,551.11	132,748.89	114,878.48	16,685.59		86.54	17,870.41
200-6110-50-02	EW Collector (Cook-DNT)	250,000.00	- 250,000.00						
200-6110-50-02	Custer Rd Meter Stat/WL Reloc	290,325.00	- 290,325.00						
200-6125-50-02	CAPITAL EXPENSE-TECHNOLOGY		56,686.00	56,686.00	52,030.00	6,500.00	4,656.00	91.79	
200-6140-50-02	Capital Expense-Equipment	9,742.00	12,886.81	22,628.81	22,628.81			100.00	
200-6160-50-02	Capital Expense-Vehicles	46,385.00	- 2,714.70	43,670.30	43,670.30			100.00	
200-7144-50-02	Transfer to Capital Projects		580,075.00	580,075.00	580,075.00			100.00	
200-7145-50-02	Transfer to VERF	248,208.00		248,208.00	206,840.00	20,684.00		83.33	41,368.00
200-7147-50-02	Transfer to GF	601,725.00		601,725.00	501,436.78	50,143.67		83.33	100,288.22
200-5110-50-03	Salaries & Wages	465,161.00		465,161.00	309,491.43	32,794.72		66.53	155,669.57
200-5115-50-03	Salaries - Overtime	25,700.00		25,700.00	28,450.07	1,970.58		110.70	- 2,750.07
200-5126-50-03	Salaries-Vacation Buy-Out	2,189.00		2,189.00	2,167.20			99.00	21.80
200-5140-50-03	Salaries - Longevity Pay	1,990.00		1,990.00	1,370.00			68.84	620.00
200-5145-50-03	Social Security Expense	29,664.00		29,664.00	19,824.79	1,988.76		66.83	9,839.21
200-5150-50-03	Medicare Expense	8,398.00		8,398.00	4,636.44	465.12		55.21	3,761.56
200-5155-50-03	SUTA Expense	1,944.00		1,944.00	413.00	0.29		21.25	1,531.00
200-5160-50-03	Health Insurance	75,645.00		75,645.00	78,669.40	7,897.62		104.00	- 3,024.40
200-5165-50-03	Dental Insurance	4,432.00		4,432.00	2,773.04	315.16		62.57	1,658.96
200-5170-50-03	Life Insurance/AD&D	1,152.00		1,152.00	869.19	93.90		75.45	282.81
200-5175-50-03	Liability (TML)/Workers' Comp	11,033.00		11,033.00	7,963.55	825.89		72.18	3,069.45
200-5180-50-03	TMRS Expense	67,400.00		67,400.00	46,439.12	4,729.55		68.90	20,960.88
200-5185-50-03	Long/Short Term Disability	887.00		887.00	539.16	58.87		60.79	347.84
200-5186-50-03	WELLE-Wellness Prog Reimb-Empl	3,750.00		3,750.00	1,391.60	139.16		37.11	2,358.40
200-5210-50-03	Office Supplies	2,725.00		2,725.00	1,499.95			55.04	1,225.05
200-5212-50-03	Building Supplies	600.00		600.00	256.00			42.67	344.00
200-5220-50-03	Office Equipment	4,700.00		4,700.00	1,966.62			41.84	2,733.38
200-5230-50-03	Dues,Fees,& Subscriptions	19,755.00	- 1,000.00	18,755.00	14,636.97	440.00		78.04	4,118.03
200-5240-50-03	Postage and Delivery		1,000.00	1,000.00	2.88			0.29	997.12
200-5280-50-03	Printing and Reproduction	400.00		400.00	850.00			212.50	- 450.00
200-5310-50-03	Rental Expense	7,000.00	10,000.00	17,000.00	15,888.52	3,288.57		93.46	1,111.48
200-5320-50-03	Repairs & Maintenance	20,000.00		20,000.00					20,000.00
200-5335-50-03	Radio/Video Repairs	500.00		500.00					500.00
200-5340-50-03	Building Repairs	1,000.00		1,000.00	453.83			45.38	546.17

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5350-50-03	Vehicle Expense	16,000.00	- 2,000.00	14,000.00	14,059.69	1,148.58		100.43	- 59.69
200-5351-50-03	Equipment Expense/Repair		2,000.00	2,000.00	3,528.13	91.81		176.41	- 1,528.13
200-5352-50-03	Fuel	10,700.00		10,700.00	15,272.89	1,595.97		142.74	- 4,572.89
200-5353-50-03	Oil/Grease/Inspections	1,200.00		1,200.00	639.41	22.50		53.28	560.59
200-5400-50-03	Uniform Expense	11,600.00		11,600.00	5,628.11			48.52	5,971.89
200-5410-50-03	Professional Services				1,500.00	1,500.00			- 1,500.00
200-5419-50-03	IT Licenses	13,100.00		13,100.00			11,000.00		2,100.00
200-5430-50-03	Legal Fees	448.00		448.00	1,716.25	662.00		383.09	- 1,268.25
200-5480-50-03	Contracted Services	950,867.00	- 167,603.83	783,263.17	21,502.06	8,816.00	7,205.34	2.75	754,555.77
200-5520-50-03	Telephones	4,576.00		4,576.00	3,132.30	343.88		68.45	1,443.70
200-5523-50-03	Water/Sewer Charges	500.00		500.00	369.99	40.92		74.00	130.01
200-5524-50-03	Gas	500.00		500.00					500.00
200-5525-50-03	Electricity	48,400.00		48,400.00	36,120.96	3,251.88		74.63	12,279.04
200-5526-50-03	Data Network	800.00		800.00	762.33	37.99		95.29	37.67
200-5530-50-03	Travel	1,000.00		1,000.00					1,000.00
200-5533-50-03	Mileage Expense	200.00		200.00					200.00
200-5536-50-03	Training/Seminars	10,400.00		10,400.00	7,025.71	376.00		67.56	3,374.29
200-5560-50-03	Sewer Management Fees	2,921,983.00		2,921,983.00	2,316,084.99	220,861.65		79.26	605,898.01
200-5620-50-03	Tools & Equipment	9,000.00		9,000.00	7,113.45	34.93		79.04	1,886.55
200-5630-50-03	Safety Equipment	11,400.00		11,400.00	4,632.06	949.27		40.63	6,767.94
200-5640-50-03	Signs & Hardware	300.00		300.00					300.00
200-5650-50-03	Maintenance Materials	2,000.00		2,000.00	3,077.97	1,160.89		153.90	- 1,077.97
200-5660-50-03	Chemical Supplies	3,000.00		3,000.00	271.98			9.07	2,728.02
200-5670-50-03	System Improvements	32,000.00		32,000.00	28,774.58	7,628.32		89.92	3,225.42
200-5680-50-03	Lift Station Expense	20,000.00		20,000.00	24,864.45	4,070.00		124.32	- 4,864.45
200-6140-50-03	Capital Expense-Equipment	71,100.00	102,667.83	173,767.83	168,957.17		4,810.66	97.23	
200-6610-50-03	Church/Parvin WW Reconstruct	100,000.00		100,000.00					100,000.00
200-7145-50-03	Transfer to VERF	74,905.00		74,905.00	62,420.80	6,242.08		83.33	12,484.20
200-7147-50-03	Transfer to GF	166,411.00		166,411.00	138,675.80	13,867.58		83.33	27,735.20
300-4105-10-00	Property Taxes -Delinquent	- 168,392.00		- 168,392.00	- 78,060.80	114.24		46.36	- 90,331.20
300-4110-10-00	Property Taxes -Current	- 5,725,328.00		- 5,725,328.00	- 5,924,463.12	- 26,359.95		103.48	199,135.12
300-4111-10-00	VIT Motor Vehicle Tax				- 4,133.81				4,133.81
300-4115-10-00	Taxes -Penalties	- 65,000.00		- 65,000.00	- 32,076.93	- 1,874.11		49.35	- 32,923.07
300-4610-10-00	Interest Income	- 40,000.00		- 40,000.00	- 78,530.84	- 9,724.75		196.33	38,530.84
300-5410-10-00	Professional Services	8,400.00		8,400.00	3,571.00	1,071.00		42.51	4,829.00
300-6186-10-00	2013 GO Ref Bond	160,000.00		160,000.00			160,000.00		
300-6189-10-00	2012 GO TX Bond Payment	185,000.00		185,000.00	185,000.00			100.00	
300-6194-10-00	2012 CO Bond Payment	58,650.00		58,650.00	58,650.00			100.00	
300-6200-10-00	Bond Administrative Fees	9,600.00		9,600.00	10,642.00	702.00		110.85	- 1,042.00
300-6201-10-00	2014 GO Debt payment	265,000.00		265,000.00			265,000.00		
300-6203-10-00	2015 GO Debt Payment	175,000.00		175,000.00	175,000.00			100.00	
300-6204-10-00	2015 CO Debt Payment	60,000.00		60,000.00	60,000.00			100.00	
300-6205-10-00	2016 GO Debt Payment	946,800.00		946,800.00	946,800.00			100.00	
300-6206-10-00	2016 CO Debt Payment	90,000.00		90,000.00	90,000.00			100.00	
300-6207-10-00	2017 CO Bond Payment	355,000.00		355,000.00	355,000.00			100.00	

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
300-6208-10-00	2017 GO Bond Payment	35,000.00		35,000.00	35,000.00			100.00	
300-6209-10-00	2018 GO Bond Payment	115,000.00		115,000.00	115,000.00			100.00	
300-6210-10-00	2018 CO Bond Payment	895,000.00		895,000.00	895,000.00			100.00	
300-6299-10-00	Bond Interest Expense	2,839,989.00		2,839,989.00	1,413,704.04		1,426,284.96	49.78	
410-4610-10-99	Interest	- 25,000.00		- 25,000.00	- 47,347.24	- 6,478.90		189.39	22,347.24
410-4910-10-99	Other Reimbursements	- 20,000.00		- 20,000.00	- 121,480.47	- 23,780.00		607.40	101,480.47
410-4995-10-99	Transfer In	- 1,597,961.00		- 1,597,961.00	- 1,359,710.00	- 133,163.50		85.09	- 238,251.00
410-5220-10-01	Office Equipment	630.00		630.00	380.13			60.34	249.87
410-5220-10-02	Office Equipment	4,410.00		4,410.00					4,410.00
410-5220-10-03	Office Equipment	630.00		630.00	1,264.62			200.73	- 634.62
410-5220-10-04	Office Equipment				421.54				- 421.54
410-5220-10-05	Office Equipment	30,000.00	- 30,000.00						
410-6125-10-05	Capital-Equipment (Technology)		30,000.00	30,000.00	12,994.23			43.31	17,005.77
410-5220-10-08	Office Equipment				1,264.62				- 1,264.62
410-5220-20-01	Office Equipment	17,400.00		17,400.00	16,667.60			95.79	732.40
410-6125-20-01	Capital-Equipment (Technology)				131.26				- 131.26
410-6160-20-01	Capital-Vehicles	157,839.00	2,775.00	160,614.00	169,001.39	43,204.00	57,067.19	105.22	- 65,454.58
410-5220-20-05	Office Equipment	5,000.00		5,000.00	1,264.62			25.29	3,735.38
410-5220-30-01	Office Equipment	4,420.00		4,420.00	3,389.26			76.68	1,030.74
410-6160-30-01	Capital-Vehicles	291,000.00		291,000.00	292,096.99			100.38	- 1,096.99
410-6160-30-01	Replacement Fire Engine		737,550.00	737,550.00	322,243.67	322,243.67	415,305.57	43.69	0.76
410-5220-30-05	Office Equipment	630.00		630.00					630.00
410-5220-40-01	Office Equipment	4,430.00		4,430.00	6,046.54			136.49	- 1,616.54
410-6125-40-01	Capital-Equipment (Technology)				995.94	65.97			- 995.94
410-5220-40-02	Office Equipment	630.00		630.00	421.54			66.91	208.46
410-6160-40-02	Capital-vehicles	21,500.00		21,500.00	21,250.00			98.84	250.00
410-5220-40-03	Office Equipment	1,900.00		1,900.00	3,876.64			204.03	- 1,976.64
410-6160-50-01	Capital-Vehicles	35,000.00		35,000.00	49,444.60			141.27	- 14,444.60
410-5220-50-02	Office Equipment	5,300.00		5,300.00	7,570.59			142.84	- 2,270.59
410-6140-50-02	Capital-Equipment	120,000.00		120,000.00	116,020.82			96.68	3,979.18
410-6160-50-03	Capital-Vehicles	27,000.00		27,000.00	23,455.00			86.87	3,545.00
410-5220-60-01	Office Equipment	1,900.00		1,900.00	3,223.26			169.65	- 1,323.26
410-5220-60-02	OFFICE EQUIPMENT	2,800.00		2,800.00	3,678.69			131.38	- 878.69
410-6140-60-02	CAPITAL EXPENSE-EQUIPMENT	157,336.00		157,336.00	176,888.73			112.43	- 19,552.73
410-5220-98-01	Office Equipment	5,790.00		5,790.00	1,103.23			19.05	4,686.77
410-5220-98-02	Office Equipment				31.99				- 31.99
450-4001-98-02	Storm Drainage Utility Fee	- 577,248.00		- 577,248.00	- 504,889.09	- 52,162.50		87.47	- 72,358.91
450-4610-98-02	Interest Storm Utility	- 7,500.00		- 7,500.00	- 3,118.86	- 728.41		41.59	- 4,381.14
450-5110-98-02	Salaries	112,241.00		112,241.00	90,353.19	8,724.42		80.50	21,887.81
450-5115-98-02	Salaries-Overtime	1,390.00		1,390.00	2,194.33			157.87	- 804.33
450-5140-98-02	Salaries-Longevity Pay	125.00		125.00	95.00			76.00	30.00
450-5145-98-02	Social Security Expense	6,967.00		6,967.00	5,516.21	517.79		79.18	1,450.79
450-5150-98-02	Medicare Expense	1,629.00		1,629.00	1,290.07	121.10		79.19	338.93
450-5155-98-02	SUTA Expense	324.00		324.00	18.00			5.56	306.00
450-5160-98-02	Health Insurance	20,099.00		20,099.00	17,155.92	1,487.34		85.36	2,942.98

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
450-5165-98-02	Dental Expense	884.00		884.00	705.24		66.74	79.78	178.76
450-5170-98-02	Life Insurance/AD&D	233.00		233.00	187.60		18.76	80.52	45.40
450-5175-98-02	Liability (TML) Workers Comp	2,428.00		2,428.00	2,000.48		189.53	82.39	427.52
450-5180-98-02	TMRS Expense	15,226.00		15,226.00	12,631.33		1,188.93	82.96	2,594.67
450-5185-98-02	Long/Short Term Disability	214.00		214.00	160.29		16.36	74.90	53.71
450-5186-98-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	617.48		50.00	102.91	- 17.48
450-5210-98-02	Office Supplies	150.00		150.00	22.30		12.86	14.87	127.70
450-5220-98-02	Office Equipment	100.00		100.00					100.00
450-5230-98-02	Dues, Fees, & Subscriptions	2,095.00		2,095.00	125.00		25.00	5.97	1,970.00
450-5240-98-02	Postage and Delivery	50.00		50.00	14.00			28.00	36.00
450-5310-98-02	Rental Expense	2,000.00		2,000.00					2,000.00
450-5340-98-02	Building Repairs	500.00		500.00					500.00
450-5350-98-02	Vehicle Expense	500.00		500.00	160.71		6.00	32.14	339.29
450-5352-98-02	Fuel	1,000.00		1,000.00	990.21		152.34	99.02	9.79
450-5353-98-02	Oil/Grease/Inspections	100.00		100.00	10.25			10.25	89.75
450-5400-98-02	Uniforms	2,200.00		2,200.00	1,125.90			51.18	1,074.10
450-5410-98-02	Professional Services-Storm Dr	500.00		500.00					500.00
450-5480-98-02	Contract Services	2,000.00		2,000.00					2,000.00
450-5520-98-02	Telephones	2,150.00		2,150.00	744.67		80.93	34.64	1,405.33
450-5526-98-02	Data Network	460.00		460.00	379.90		37.99	82.59	80.10
450-5530-98-02	Travel/Lodging/Meals Expense	500.00		500.00					500.00
450-5533-98-02	Mileage Expense	200.00		200.00					200.00
450-5536-98-02	Training/Seminars	2,095.00		2,095.00	1,922.81			91.78	172.19
450-5620-98-02	Tools & Equipment	650.00		650.00	71.93			11.07	578.07
450-5630-98-02	Safety Equipment	1,500.00		1,500.00	351.55			23.44	1,148.45
450-5640-98-02	Signs & Hardware	450.00		450.00					450.00
450-5650-98-02	Maintenance Materials	1,500.00		1,500.00					1,500.00
450-7144-98-02	Transfer to Capital Proj Fund				547,349.23				- 547,349.23
450-7145-98-02	Transfer to VERF	5,928.00		5,928.00	4,940.00		494.00	83.33	988.00
450-7147-98-02	Transfer to GF	67,812.00		67,812.00	56,510.00		5,651.00	83.33	11,302.00
570-4537-10-00	Court Technology Revenue	- 10,395.00		- 10,395.00	- 10,124.45		- 1,040.00	97.40	- 270.55
570-4610-10-00	Interest	- 120.00		- 120.00	- 369.65		- 38.34	308.04	249.65
570-5203-10-00	Court Technology Expense	5,665.00		5,665.00	12,447.47			219.73	- 6,782.47
580-4536-10-00	Court Security Revenue	- 7,700.00		- 7,700.00	- 7,593.34		- 780.00	98.62	- 106.66
580-4610-10-00	Interest	- 120.00		- 120.00	- 428.00		- 63.91	356.67	308.00
580-5110-10-00	Salaries & Wages Payable	11,642.00		11,642.00	6,401.21			54.98	5,240.79
580-5145-10-00	Social Security Expense	722.00		722.00	396.87			54.97	325.13
580-5150-10-00	Medicare Expense	169.00		169.00	92.82			54.92	76.18
580-5155-10-00	SUTA expense	162.00		162.00	49.27			30.41	112.73
580-5175-10-00	Workers Comp	211.00		211.00	115.87			54.92	95.13
580-5204-10-00	Court Security Expense	90.00		90.00					90.00
590-4915-10-00	Escrow Income				- 405,870.30		- 43,173.21		405,870.30
590-7144-10-00	Transfer Out				405,870.30		43,173.21		- 405,870.30
610-4045-60-00	Park Dedication-Fees	- 600,000.00		- 600,000.00	- 375,145.94			62.52	- 224,854.06
610-4610-60-00	Interest Income	- 10,000.00		- 10,000.00	- 16,775.40		- 2,632.45	167.75	- 6,775.40

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
620-4055-60-00	Park Improvement	- 250,000.00		- 250,000.00	- 113,784.20			45.51	- 136,215.80
620-4610-60-00	Interest Income	- 8,000.00		- 8,000.00	- 19,752.36	- 2,709.13		246.91	11,752.36
620-5410-60-00	Hike & Bike Master Plan		68,000.00	68,000.00			64,000.00		4,000.00
620-5410-60-00	Pecan Grove H&B Trail	30,000.00		30,000.00					30,000.00
620-5489-60-00	Legacy School ILA		35,000.00	35,000.00					35,000.00
620-6610-60-00	Cockrell Park Trail Connection		57,990.00	57,990.00	13,315.00	4,045.00	44,675.00	22.96	
620-6610-60-00	Hays Park	24,500.00		24,500.00	6,000.00		18,500.00	24.49	
620-6610-60-00	Stars Trail Park #1	450,000.00		450,000.00					450,000.00
630-4015-50-00	Impact Fees	- 3,584,000.00		- 3,584,000.00	- 2,727,871.00	- 315,557.00		76.11	- 856,129.00
630-4615-50-00	Interest	- 40,000.00		- 40,000.00	- 43,794.80	- 4,600.41		109.49	3,794.80
630-5405-50-00	24 WL Conn. Cnty Line EST/DNT		660,000.00	660,000.00					660,000.00
630-5430-50-00	Legal Fees - County Line EST				3,132.83				- 3,132.83
630-5430-50-00	Legal - 24" WL Cnty Line EST				19,210.00				- 19,210.00
630-5489-50-00	Dev Agrmnt-TVG Westside	975,000.00		975,000.00	691,015.77	292,245.29		70.87	283,984.23
630-5489-50-00	Dev Agrmt-Prsp Prtnrs West	129,750.00		129,750.00	303,154.86	8,630.71		233.65	- 173,404.86
630-5489-50-00	Dev Agrmnt-Parks @ Legacy	25,000.00		25,000.00					25,000.00
630-5489-50-00	Dev Agrmnt-Prosper Lakes	97,500.00		97,500.00	7,800.00	7,800.00		8.00	89,700.00
630-5489-50-00	Dev Agrmnt-Star Trail	292,500.00		292,500.00	413,400.00	171,600.00		141.33	- 120,900.00
630-5489-50-00	Dev Agrmnt-TVG Windsong	100,000.00		100,000.00	163,800.00	50,700.00		163.80	- 63,800.00
630-6610-50-00	County Line Elevated Storage	2,525,348.00	- 2,395,747.79	129,600.21	16,773.00		87,032.21	12.94	25,795.00
630-6610-50-00	24 WL Conn. Cnty Line EST/DNT	2,116,540.00	- 551,304.31	1,565,235.69	104,073.40	4,121.00	172,622.29	6.65	1,288,540.00
630-6610-50-00	Custer Road Pump Station Expan	272,950.00	412,333.47	685,283.47	595,278.48		3,784.99	86.87	86,220.00
630-6610-50-00	Lower Pressure Plane Easements	1,487,150.00	- 1,487,150.00						
630-7144-50-00	Transfer to Capital Proj Fund	25,000.00	150,000.00	175,000.00	175,000.00			100.00	
630-7144-50-00	Transfer Out - Fishtrap EST		2,842,553.00	2,842,553.00	2,842,553.00			100.00	
640-4020-50-00	Impact Fees	- 600,000.00		- 600,000.00	- 798,865.00	- 83,431.00		133.14	198,865.00
640-4620-50-00	Interest	- 12,000.00		- 12,000.00	- 29,646.74	- 4,408.72		247.06	17,646.74
640-4905-50-00	Equity Fee	- 200,000.00		- 200,000.00	- 205,000.00	- 26,500.00		102.50	5,000.00
640-5489-50-00	Dev Reib LaCima #2 Interceptor				12,977.00				- 12,977.00
640-5489-50-00	Dev Agrmt TVG Westside Util	170,750.00		170,750.00	166,695.28	38,465.00		97.63	4,054.72
640-5489-50-00	Dev Agrmt Propser Partners	40,000.00		40,000.00	80,868.72	41,790.00		202.17	- 40,868.72
640-5489-50-00	Dev Agrmt Frontier Estates	51,225.00		51,225.00	8,537.50	4,098.00		16.67	42,687.50
640-5489-50-00	Dev Agrmnt LaCima	10,000.00		10,000.00	58,480.00	45,152.00		584.80	- 48,480.00
640-5489-50-00	Dev Agrmnt Brookhollow	5,000.00		5,000.00					5,000.00
640-5489-50-00	Dev Agrmnt Star Trail				72,398.00	30,052.00			- 72,398.00
640-5489-50-00	Dev Agrmnt TVG Windsong	68,300.00		68,300.00	153,034.00	57,626.00		224.06	- 84,734.00
640-5489-50-00	Dev Agrmnt All Storage	15,000.00		15,000.00					15,000.00
640-5489-50-00	Dev Agrmnt Legacy Garden	100,000.00		100,000.00					100,000.00
660-4040-50-00	East Thoroughfare Impact Fees	- 2,825,000.00		- 2,825,000.00	- 1,099,034.79	- 82,325.00		38.90	- 1,725,965.21
660-4610-50-00	Interest	- 50,000.00		- 50,000.00	- 24,717.49	- 2,479.11		49.44	- 25,282.51
660-4995-50-00	Transfer In				- 1,963,832.00				1,963,832.00
660-5489-50-00	Dev Agrmnt PISD	350,000.00		350,000.00	462,510.00			132.15	- 112,510.00
660-6410-50-00	Land Acq. First (DNT-Clmn)				- 536.07				536.07
660-6610-50-00	Prosper Trail (Kroger to Coit)	2,982,000.00		2,982,000.00					2,982,000.00
660-6610-50-00	Prosper Trail (Coit - Custer)	200,000.00	207,208.97	407,208.97	167,211.80	17,441.52	39,997.17	41.06	200,000.00

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
660-6610-50-00	Coit Road (First - Frontier)	600,000.00	689,900.00	1,289,900.00	250,545.00	16,746.40	506,027.40	19.42	533,327.60
660-6610-50-00	FM2478 ROW (US380-FM1461)	69,000.00		69,000.00	68,832.15			99.76	167.85
660-6610-50-00	First (DNT Intersection Imp)	1,250,000.00	- 1,250,000.00						
660-6610-50-00	Traffic Signal (Coit & First)	250,000.00	- 250,000.00						
660-7144-50-00	Transfer to Capital Proj Fund	96,000.00	250,000.00	346,000.00	250,000.00	250,000.00		72.25	96,000.00
670-4530-10-00	Police Donation Inc	- 15,000.00		- 15,000.00	- 13,888.00	- 1,088.00		92.59	- 1,112.00
670-4531-10-00	Fire Donations	- 14,000.00	- 25,310.25	- 39,310.25	- 16,053.00	- 1,111.00		40.84	- 23,257.25
670-4535-10-00	Child Safety Inc	- 5,000.00		- 5,000.00	- 6,606.63			132.13	1,606.63
670-4550-10-00	LEOSE Revenue	- 4,000.00		- 4,000.00	- 2,739.40			68.49	- 1,260.60
670-4610-10-00	Interest Income	- 2,525.00		- 2,525.00	- 5,294.20	- 664.51		209.67	2,769.20
670-4916-10-00	Cash Seizure Forfeit-PD				- 2,966.25				2,966.25
670-5201-10-00	LEOSE Expenditures				150.00				- 150.00
670-5205-10-00	Police Donation Exp	20,000.00	- 11,884.00	8,116.00	1,094.91	190.65		13.49	7,021.09
670-5206-10-00	Fire Dept Donation Exp	5,000.00	25,310.25	30,310.25	24,148.35	1,454.09	57.80	79.67	6,104.10
670-5208-10-00	Child Safety Expense	5,000.00		5,000.00	3,780.97			75.62	1,219.03
670-5212-10-00	Tree Mitigation Expense	6,339.00		6,339.00					6,339.00
670-5292-10-00	PD Seizure Expense	5,000.00	11,884.00	16,884.00	9,020.20		8,817.00	53.43	- 953.20
680-4041-50-00	W Thoroughfare Impact Fees	- 2,035,000.00		- 2,035,000.00	- 3,633,196.49	- 195,261.00		178.54	1,598,196.49
680-4610-50-00	Interest	- 20,000.00		- 20,000.00	- 53,561.40	- 4,753.75		267.81	33,561.40
680-5414-50-00	Appraisal/Tax Fees Cook Ln				2,800.00				- 2,800.00
680-5489-50-00	Development Agrmnt Parks/Legac	250,000.00		250,000.00	219,893.00	89,448.00		87.96	30,107.00
680-5489-50-00	TVG West Propser Rds Impact Fe	543,384.00		543,384.00					543,384.00
680-5489-50-00	Dev Agrment Star Trail	400,000.00		400,000.00	395,062.00	163,988.00		98.77	4,938.00
680-5489-50-00	Dev Agrmnt Legacy Garden	250,000.00		250,000.00					250,000.00
680-6110-50-00	First Street (DNT to Coleman)	42,000.00		42,000.00					42,000.00
680-6410-50-00	Land Acq. Cook Lane				166.00				- 166.00
680-6610-50-00	Cook Lane (First - End)	1,250,000.00	178,588.38	1,428,588.38	100,738.98	7,257.13	1,205,923.15	7.05	121,926.25
680-6610-50-00	First (DNT Intersection Imp)	1,250,000.00		1,250,000.00	1,093,800.47			87.50	156,199.53
680-6610-50-00	Prosper Trl (DNT Intersection)	75,000.00	- 75,000.00						
680-7100-50-00	Operating Transfer Out				1,963,832.00				- 1,963,832.00
680-7144-50-00	Transfer to Capital Proj Fund				5,000.00				- 5,000.00
680-7144-50-00	Trnsfr-Prosper Trl (DNT Inter)		75,000.00	75,000.00	75,000.00			100.00	
730-4530-10-00	Employee Contributions	- 705,308.00		- 705,308.00	- 508,555.93	- 52,288.87		72.10	- 196,752.07
730-4535-10-00	Employer Contributions	- 1,983,503.00		- 1,983,503.00	- 1,630,643.05	- 163,993.00		82.21	- 352,859.95
730-4540-10-00	Contractor Insurance Premium				- 18,338.50	- 1,888.66			18,338.50
730-4610-10-00	Interest Income	- 4,500.00		- 4,500.00	- 6,216.53	- 1,137.33		138.15	1,716.53
730-5160-10-00	Health Insurance	2,315,241.00		2,315,241.00	1,601,644.20	114,845.79		69.18	713,596.80
730-5161-10-00	PCORI Fees	698.00		698.00	1,194.53	1,194.53		171.14	- 496.53
730-5162-10-00	HSA Expense	135,825.00		135,825.00	162,049.94	667.68		119.31	- 26,224.94
730-5165-10-00	Dental Insurance	150,191.00		150,191.00	152,438.52	14,270.65		101.50	- 2,247.52
730-5170-10-00	Life Insurance/AD&D	30,000.00		30,000.00	31,476.96	2,990.09		104.92	- 1,476.96
730-5185-10-00	Long/Short Term Disability	23,040.00		23,040.00	23,938.97	2,258.34		103.90	- 898.97
730-5480-10-00	Contract Services	55,926.00		55,926.00	66,060.26	1,609.50	11,400.00	118.12	- 21,534.26
730-5600-10-00	Special Events	6,000.00		6,000.00					6,000.00
750-4530-10-00	Contributions - W Prosper Rd	- 1,000,000.00		- 1,000,000.00	- 2,834,750.44			283.48	1,834,750.44

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
750-4610-10-00	Interest Income				- 177,647.85	- 31,065.53			177,647.85
750-4612-10-00	Interest-2006 Bond				- 1,517.64	- 98.26			1,517.64
750-4616-10-00	Interest 2012 GO Bond				- 281.89				281.89
750-4618-10-00	Interest TXDOT Contributions				- 39,668.49	- 135.64			39,668.49
750-4993-10-00	Transfer from Impact Fees		- 325,000.00	- 325,000.00	- 355,000.00	- 250,000.00		109.23	30,000.00
750-4995-10-00	Transfer In		- 6,399,343.00	- 6,399,343.00	- 6,805,213.30	- 81,173.21		106.34	405,870.30
750-4997-10-00	Transfers In - Bond Funds				- 5,312,639.62	- 749,386.79			5,312,639.62
750-4999-10-00	Bond Proceeds		- 18,085,000.00	- 18,085,000.00					- 18,085,000.00
750-5405-10-00	Land Acq Svcs Downtown Enhnmnt				60,000.00				- 60,000.00
750-5405-10-00	W Prosper Rd Land Acq Svcs		2,105.00	2,105.00	4.48			0.21	2,100.52
750-5405-10-00	Land Acq Svcs First St	7,408.00	1,299,586.75	1,306,994.75	206,945.00		1,565.00	15.83	1,098,484.75
750-5405-10-00	Land Acq Svcs Park/PW Complex				5,605.00				- 5,605.00
750-5405-10-00	Land Acq Fishtrap Sec 1 and 4				2,800.00	2,800.00			- 2,800.00
750-5410-10-00	HWY 289 Gateway Monument		5,100.00	5,100.00	3,975.00		1,125.00	77.94	
750-5410-10-00	US380 Median Design		17,459.44	17,459.44	9,584.44		7,875.00	54.90	
750-5410-10-00	Firs St(DNT Intersection) Imp		110,585.00	110,585.00	33,585.00			30.37	77,000.00
750-5410-10-00	Victory Way (Coleman-Frontier)		247,600.00	247,600.00	137,457.26		110,142.74	55.52	
750-5410-10-00	Fishtrap - Teel Int Improve		150,000.00	150,000.00	35,097.91	3,300.00	13,174.81	23.40	101,727.28
750-5410-10-00	Coleman (Gorgeous-Prosper Trl)		49,985.00	49,985.00	42,504.00	624.50	7,481.00	85.03	
750-5410-10-00	Prosper Trl (DNT Intersection)		88,000.00	88,000.00	74,765.20		13,234.80	84.96	
750-5410-10-00	Fishtrap Section 1 & 4		778,900.00	778,900.00	17,800.00	17,800.00	327,200.00	2.29	433,900.00
750-5410-10-00	Traffic Signal Fishtrap/Teel		34,100.00	34,100.00			34,100.00		
750-5419-10-00	Prosper Trail (Kroger to Coit)		17,915.00	17,915.00			17,915.00		
750-5419-10-00	First Street (DNT to Coleman)		123,546.49	123,546.49	5,000.00		118,546.49	4.05	
750-5419-10-00	Town Hall Infrastructure Imprv				1,700.00		161.05		- 1,861.05
750-5430-10-00	Legal Fees-Downtown Enhncmnts				10,470.44				- 10,470.44
750-5430-10-00	Legal Fees-Prosper Trail (K-C)				1,305.00	1,229.00			- 1,305.00
750-5430-10-00	Legal Fees-First St (DNT-Clmn)				76.00				- 76.00
750-5430-10-00	Legal - PS Complex Ph1				38.00				- 38.00
750-5430-10-00	Acacia Parkway Legal Fees		242,738.52	242,738.52	110,913.11	3,572.32		45.69	131,825.41
750-5430-10-00	Legal - Fishtrap Sec. 1 and 4				1,976.00	1,577.00			- 1,976.00
750-5435-10-00	Legal File Downtown Enhancemen				62.00				- 62.00
750-5435-10-00	Legal Filing Prosper Trail				38.00				- 38.00
750-5435-10-00	Legal Filing 1512-ST				178.00				- 178.00
750-5435-10-00	Legal Notices - 1820ST				54.00				- 54.00
750-6110-10-00	FM2478 (US380-FM1461)		174,205.00	174,205.00					174,205.00
750-6110-10-00	US380 Median Lighting		485,000.00	485,000.00					485,000.00
750-6140-10-00	Aerial Ladder Truck		249,651.00	249,651.00	22,345.72			8.95	227,305.28
750-6160-10-00	Aerial Ladder Truck		1,400,000.00	1,400,000.00	394,302.00		982,701.29	28.16	22,996.71
750-6610-10-00	Frontier Pkwy BNSF Overpass	1,230,996.00		1,230,996.00					1,230,996.00
750-6610-10-00	Decorative Monument Signs		22,708.65	22,708.65	22,708.65			100.00	
750-6610-10-00	Downtown Enhancements		1,620,486.55	1,620,486.55	1,549,561.99		325,514.61	95.62	- 254,590.05
750-6610-10-00	West Prosper Rd Improvements	3,100,000.00	4,466,497.65	7,566,497.65	4,043,985.65	417,601.15	93,708.60	53.45	3,428,803.40
750-6610-10-00	Prosper Trail (Kroger to Coit)		3,809,774.10	3,809,774.10	1,859,823.26	431,767.86	1,952,996.28	48.82	- 3,045.44
750-6610-10-00	First Street (DNT to Coleman)		396,652.00	396,652.00	33,561.60			8.46	363,090.40

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
750-6610-10-00	Old Town Streets		766,411.14	766,411.14	718,216.24		48,194.90	93.71	
750-6610-10-00	Town Hall Infrastructure Imprv				313.27				- 313.27
750-6610-10-00	Town Hall Construction		71,028.06	71,028.06	64,002.94		5,289.05	90.11	1,736.07
750-6610-10-00	Eighth Street (Church-PISD)		202,735.55	202,735.55	196,977.00		5,758.55	97.16	
750-6610-10-00	Field Street (First-Broadway)		132,241.54	132,241.54	130,694.34		1,547.20	98.83	
750-6610-10-00	Public Safety Complex, Ph 1	385,000.00	982,119.69	1,367,119.69	884,377.82	63,640.74	376,951.16	64.69	105,790.71
750-6610-10-00	Town Hall FFE		181,545.34	181,545.34	84,011.71		28,168.50	46.28	69,365.13
750-6610-10-00	HWY 289 Gateway Monument		401,986.01	401,986.01	86,268.23	49,649.33	277,383.58	21.46	38,334.20
750-6610-10-00	Whitley Place H&B Trail Extens	500,000.00		500,000.00					500,000.00
750-6610-10-00	Fifth St (Coleman-Church)		20,166.44	20,166.44	17,654.75		2,511.69	87.55	
750-6610-10-00	Third St (Main-Coleman)		40,338.75	40,338.75	34,624.55		5,714.20	85.83	
750-6610-10-00	Parks and Public Works Complex		1,981,375.00	1,981,375.00	1,133,172.91			57.19	848,202.09
750-6610-10-00	Windsong Road Repairs Ph3		722,744.90	722,744.90	643,297.85			89.01	79,447.05
750-6610-10-00	Frontier Park Soccer Field Imp		54,478.00	54,478.00	22,204.04	22,204.04		40.76	32,273.96
750-6610-10-00	Victory Way (Coleman-Frontier)	2,250,000.00		2,250,000.00					2,250,000.00
750-6610-10-00	Coleman (Gorgeous-Prosper Trl)		325,015.00	325,015.00			300,358.04		24,656.96
750-6610-10-00	PS Facility-Development Costs	850,000.00	- 300,000.00	550,000.00					550,000.00
750-6610-10-00	PS Facility-Construction	10,765,000.00	1,735,000.00	12,500,000.00	845,594.04	745,776.44	11,598,075.96	6.77	56,330.00
750-6610-10-00	Public Safety Complex FFE		1,165,000.00	1,165,000.00					1,165,000.00
750-6610-10-00	Traffic Signal (Coit & First)		288,000.00	288,000.00					288,000.00
750-6610-10-00	BNSF Quiet Zone First/Fifth		145,000.00	145,000.00					145,000.00
750-7144-10-00	Transfer Out				18,627.27				- 18,627.27
760-4610-10-00	Interest Income				- 82,626.91	- 11,801.36			82,626.91
760-4993-10-00	Transfer From Impact Fees		- 2,842,553.00	- 2,842,553.00	- 2,842,553.00			100.00	
760-4995-10-00	Transfers In		- 730,075.00	- 730,075.00	- 1,224,546.79			167.73	494,471.79
760-4997-10-00	Transfers In - Bond Funds				- 2,751,000.15				2,751,000.15
760-4999-10-00	Bond Proceeds		- 8,750,000.00	- 8,750,000.00					- 8,750,000.00
760-5405-10-00	Land Acq. 24WL Conn EST				660,000.00				- 660,000.00
760-5419-10-00	Prosper Trail EST		9,650.00	9,650.00	9,650.00			100.00	
760-5430-10-00	Legal - 24" WL Conn. Cnty Line				608.00	551.00			- 608.00
760-5435-10-00	Legal Notices Church/Parvin				236.00				- 236.00
760-5435-10-00	Legal notice - 1716WA				480.00				- 480.00
760-6410-10-00	Water Supply Line Ph I Esmnt		1,691,500.00	1,691,500.00	1,024,148.00			60.55	667,352.00
760-6610-10-00	Lower Pressure Pln 42" Trns Ln		150,000.00	150,000.00					150,000.00
760-6610-10-00	Old Town Drainage-Church/Parvi	460,000.00	8,800.00	468,800.00	20,000.00		9,800.00	4.27	439,000.00
760-6610-10-00	Coleman Rd Drainage	290,979.00	- 290,979.00						
760-6610-10-00	Old Town Drainage Land Acq		10,000.00	10,000.00	12,592.89		500.00	125.93	- 3,092.89
760-6610-10-00	EW Collector (Cook - DNT)		295,775.00	295,775.00			295,775.00		
760-6610-10-00	Fishtrap Elevated Storage Tank		5,757,553.00	5,757,553.00	885,432.84	296,093.26	4,872,567.16	15.38	- 447.00
760-6610-10-00	Water Supply Line Phase I		10,546,180.19	10,546,180.19	1,618,690.30	59,877.20	8,481,507.20	15.35	445,982.69
760-6610-10-00	Old Town Regional Retention	550,000.00	101,250.00	651,250.00	41,350.00	5,600.00	21,400.00	6.35	588,500.00
760-6610-10-00	Parks and Public Works Complex		1,448,825.00	1,448,825.00	1,133,172.90			78.21	315,652.10
760-6610-10-00	Old Town Drng - Fifth St Trunk	400,000.00	- 115,908.88	284,091.12	272,962.18			96.08	11,128.94
760-6610-10-00	Glenbrooke Water Meter PRV's		150,000.00	150,000.00	115,147.75		35,250.00	76.77	- 397.75
760-6610-10-00	Custer Rd Meter Stat/WL Reloc		290,325.00	290,325.00	38,113.21		252,211.79	13.13	

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
760-6610-10-00	Church/Parvin WW Reconstruct	100,000.00		100,000.00					100,000.00
760-6610-10-00	Doe Branch WWTP 0.25 MGD Expan	3,625,000.00	- 3,625,000.00						
760-6610-10-00	Fifth Street Water Line		200,000.00	200,000.00			192,200.00		7,800.00
770-4610-10-00	Interest Income				- 13,224.34	- 1,166.43			13,224.34
770-7144-10-00	Transfer to Capital Projects				396,889.49	236,595.88			- 396,889.49
771-4610-10-00	Interest Income				- 62.78	- 6.06			62.78
771-7144-10-00	Transfer to Capital Projects				118.35				- 118.35
772-4610-10-00	Interest Income				- 4,024.19	- 215.47			4,024.19
772-7144-10-00	Transfer to Capital Projects				18,489.53	128,063.16			- 18,489.53
773-4611-98-02	Interest - 2016 CO Proceeds				- 3,176.53	- 300.60			3,176.53
773-7144-98-02	Transfer to CIP - 1615DR				6,514.29				- 6,514.29
773-7144-98-02	Transfer to CIP - 1616DR				30,000.00				- 30,000.00
774-4612-98-02	Interest - 2017 CO Proceeds				- 7,570.80	- 833.06			7,570.80
774-7144-98-02	Transfer to CIP - 1717DR				234,753.23				- 234,753.23
775-4610-10-00	Interest Income				- 31,645.07	- 978.95			31,645.07
775-6200-10-00	Bond Administrative Fees				- 7,102.31				7,102.31
775-7144-10-00	Transfer to Capital Projects				2,172,897.25	138,624.66			- 2,172,897.25
776-4610-10-00	Interest Income				- 205,556.10	- 17,992.86			205,556.10
776-7144-10-00	Transfer to Capital Projects				1,937,991.92				- 1,937,991.92
777-4610-10-00	Interest Income				- 2,159.84	- 2,159.84			2,159.84
777-6200-10-00	Bond Administrative Fees				- 3,259.61	- 3,259.61			3,259.61
779-4610-10-00	Interest Income				- 6,366.96	- 6,366.96			6,366.96
779-4998-10-00	Other Sources - Debt Issuance				- 13,070,000.00	- 13,070,000.00			13,070,000.00
779-4999-10-00	Premium on Bond				- 750,446.35	- 750,446.35			750,446.35
779-6200-10-00	Bond Administrative Fees				180,446.35	180,446.35			- 180,446.35
780-4610-10-00	Interest Income				- 18,976.76	- 1,926.00			18,976.76
780-7144-10-00	Transfer to Capital Projects				45,702.61				- 45,702.61
781-4610-10-00	Interest Income				- 8.17				8.17
781-7144-10-00	Transfer to Capital Projects				153,572.44				- 153,572.44
782-4610-10-00	Interest Income				- 47,228.68	- 1,532.13			47,228.68
782-6200-10-00	Bond Administrative Fees				- 5,149.18				5,149.18
782-7144-10-00	Transfer to Capital Projects				2,995,205.95	246,103.09			- 2,995,205.95
785-4610-10-00	Interest Income				- 1,978.99	- 1,978.99			1,978.99
785-4998-10-00	Other Sources - Debt Issuance				- 4,065,000.00	- 4,065,000.00			4,065,000.00
785-4999-10-00	Premium on Bond				- 268,233.50	- 268,233.50			268,233.50
785-6200-10-00	Bond Administrative Fees				93,421.50	93,421.50			- 93,421.50
800-4120-65-00	Sales Taxes	- 2,455,008.00		- 2,455,008.00	- 2,123,331.25	- 207,923.31		86.49	- 331,676.75
800-4610-65-00	Interest Income	- 50,000.00		- 50,000.00	- 95,523.95	- 8,576.99		191.05	45,523.95
800-4910-65-00	Other Revenue				- 45.81				45.81
800-5110-65-00	Salaries & Wages	385,562.00		385,562.00	160,560.94	12,104.00		41.64	225,001.06
800-5140-65-00	Salaries - Longevity Pay	275.00		275.00	270.00			98.18	5.00
800-5141-65-00	Salary-Incentive	20,000.00		20,000.00					20,000.00
800-5142-65-00	Car Allowance	14,400.00		14,400.00	3,900.00	300.00		27.08	10,500.00
800-5143-65-00	Cell Phone Allowance	2,580.00		2,580.00	1,275.00	115.00		49.42	1,305.00
800-5145-65-00	Social Security Expense	24,335.00		24,335.00	7,513.11	708.69		30.87	16,821.89

Account	Description	Current Year Adopted Budget	Current Year Amendment	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
800-5150-65-00	Medicare Expense	5,692.00		5,692.00	2,235.59		165.75	39.28	3,456.41
800-5155-65-00	SUTA Expense	486.00		486.00	18.00			3.70	468.00
800-5160-65-00	Health Insurance	26,378.00		26,378.00	16,654.66	1,453.38		63.14	9,723.34
800-5165-65-00	Dental Insurance	1,451.00		1,451.00	845.98	73.84		58.30	605.02
800-5170-65-00	Life Insurance/AD&D	517.00		517.00	174.84	10.88		33.82	342.16
800-5175-65-00	Liability (TML)/Workers' Comp	746.00		746.00	313.94	23.67		42.08	432.06
800-5180-65-00	TMRS Expense	53,182.00		53,182.00	22,370.01	1,687.52		42.06	30,811.99
800-5185-65-00	Long/Short Term Disability	715.00		715.00	293.59	23.00		41.06	421.41
800-5186-65-00	WELLE-Wellness Prog Reimb-Empl	600.00		600.00	467.48	50.00		77.91	132.52
800-5189-65-00	Administrative Fees	15,000.00		15,000.00	12,500.00	1,250.00		83.33	2,500.00
800-5190-65-00	Contract Labor	50,000.00		50,000.00					50,000.00
800-5210-65-00	Office Supplies	2,500.00	- 352.00	2,148.00	943.06	36.64		43.90	1,204.94
800-5212-65-00	Building Supplies	500.00	352.00	852.00	851.27			99.91	0.73
800-5220-65-00	Office Equipment	15,000.00		15,000.00	2,428.04			16.19	12,571.96
800-5230-65-00	Dues,Fees,& Subscriptions	40,000.00		40,000.00	13,376.18	4,924.65		33.44	26,623.82
800-5240-65-00	Postage and Delivery	1,000.00		1,000.00	255.15	204.00		25.52	744.85
800-5265-65-00	Promotional Expense	80,000.00		80,000.00	16,546.44			20.68	63,453.56
800-5280-65-00	Printing and Reproduction	5,000.00		5,000.00	213.19			4.26	4,786.81
800-5305-65-00	Chapt 380 Program Grant Exp	504,515.00		504,515.00	410,487.20	33,748.28		81.36	94,027.80
800-5310-65-00	Rental Expense	65,500.00		65,500.00	53,561.25	4,763.73		81.77	11,938.75
800-5330-65-00	Copier Expense	5,500.00		5,500.00	1,662.12	323.62		30.22	3,837.88
800-5340-65-00	Building Repairs	500.00		500.00					500.00
800-5410-65-00	Professional Services	225,000.00		225,000.00	131,792.94	10,830.50	12,000.00	58.58	81,207.06
800-5412-65-00	Audit Fees	2,375.00		2,375.00	2,375.00			100.00	
800-5414-65-00	Appraisal/Tax Fees				1,676.08				- 1,676.08
800-5430-65-00	Legal Fees	25,000.00		25,000.00	5,781.65			23.13	19,218.35
800-5520-65-00	Telephones	4,200.00		4,200.00	547.60			13.04	3,652.40
800-5526-65-00	Data Network	1,000.00		1,000.00	759.92	76.06		75.99	240.08
800-5530-65-00	Travel	30,000.00		30,000.00	2,480.38	420.11		8.27	27,519.62
800-5531-65-00	Prospect Mtgs/Business Meals	10,000.00		10,000.00	2,662.94	328.20		26.63	7,337.06
800-5533-65-00	Mileage Expense	500.00		500.00	297.52	18.56		59.50	202.48
800-5536-65-00	Training/Seminars	15,000.00		15,000.00	4,038.00	200.00		26.92	10,962.00
800-6015-65-00	Project Incentives	10,000.00		10,000.00					10,000.00
800-7100-65-00	Operating Transfer Out				660.39				- 660.39



POLICE DEPARTMENT

To: Mayor and Town Council

From: Doug Kowalski, Police Chief

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 24, 2019

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between the North Central Texas Emergency Communication District and the Town of Prosper for regional 9-1-1 service.

Description of Agenda Item:

As required by the Contract for 9-1-1 Services executed between the North Central Texas Emergency Communication District (NCT911) and the Town of Prosper, NCT911 shall execute Interlocal Agreements between itself and its member local governments relating to the planning, development, operation, provision of 9-1-1 services, the use of 9-1-1 funds, and adherence to applicable law.

As a participant, the Town is required to execute the Interlocal Agreement with NCT911. The term of the agreement will be for two years. The previous Interlocal Agreement that was signed in March expires September 30, 2019. The interim agreement was from the time the organization was declared a District (March 2019) to the end of the current fiscal year (September 30, 2019). The new agreement term is October 1, 2019 – September 30, 2021. The terms of the agreement have not changed.

Legal Obligations and Review:

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

Attached Documents:

1. Interlocal agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute an Interlocal Agreement between the North Central Texas Emergency Communication District and the Town of Prosper for regional 9-1-1 service.

Proposed Motion:

I move to authorize the Town Manager to execute an Interlocal Agreement between the North Central Texas Emergency Communication District and the Town of Prosper for regional 9-1-1 service.



**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT AND
FOR REGIONAL 9-1-1 SERVICE**

Section 1: Parties and Purpose

- 1.1. The North Central Texas Emergency Communications District (hereinafter “NCT9-1-1”) is a regional emergency communications district and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Subchapter H, Chapter 772, as amended. NCT9-1-1 develops an annual budget to operate and maintain 9-1-1 service within the district.
- 1.2. (hereinafter “Public Agency”) is a local government that operates a Public Safety Answering Point (“PSAP”) that participates in NCT9-1-1 as authorized by Texas Health and Safety Code Chapter 772.
- 1.3. This Interlocal Agreement is entered into between NCT9-1-1 and Public Agency pursuant to Texas Government Code Chapter 791 so that NCT9-1-1 can operate and maintain the systems utilized for the provision of 9-1-1 emergency communications services. For purposes of carrying out NCT9-1-1’s duties and obligations under this agreement, the parties understand and agree that references to NCT9-1-1 includes its employees, officers, directors, volunteers, agents (including North Central Texas Council of Governments, hereinafter “NCTCOG”), and their representatives individually, officially, and collectively.

Section 2: Rights and Duties of the Public Agency

The Public Agency will:

2. 1 Financial/Insurance

- 2.1.1 Return or reimburse NCT9-1-1 any 9-1-1 funds used in noncompliance with applicable laws and/or rules within 60 days after the discovery of noncompliance and notice to the Public Agency of such noncompliance, unless an alternative repayment plan is approved, in writing, by both parties.
- 2.1.2 Reimburse NCT9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP, as well as acts of force majeure. This provision does not include ordinary wear and tear or day-to-day use of the equipment.
- 2.1.3 Maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to Public Agency and all 9-1-1 funds spent by such Public Agency for 9-1-1 service, with specific detail for 9-1-1 funds received.
- 2.1.4 Purchase and maintain adequate insurance policies on all 9-1-1 equipment in amounts enough to provide for the full replacement of such equipment in cases of loss due to anything other than daily use and normal wear



and tear. Public Agency shall name NCT9-1-1 and NCTCOG, including their representatives and agents, as an additional insured or equivalent under the Public Agency’s general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that NCT9-1-1 and/or NCTCOG may seek coverage upon demand by NCT9-1-1 and/or NCTCOG in the event of a covered claim. Public Agency shall provide proof of coverage at the request of NCT9-1-1.

2.2 Equipment and Inventory

2.2.1 Report any lost, stolen, or nonfunctioning equipment in writing to NCT9-1-1 immediately upon discovery.

2.2.2 Notify NCT9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

2.3 Security

2.3.1 Protect all NCT9-1-1 provided equipment by implementing measures that secure the premises (including equipment room) of its PSAP against unauthorized entrance or use.

2.3.2 Operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAP’s Call Handling Equipment (CHE) or workstations.

2.3.3 Refrain from attaching or integrating any hardware device (i.e. external storage devices) or software application without prior written approval of NCT9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCT9-1-1.

2.3.4 Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.

2.3.5 Ensure each person who is authorized to receive, store, process, and/or transmit CHE information has a unique identification login and be logged into such equipment identifying their legitimacy for use.

2.4 Maintenance

2.4.1 Ensure areas where NCT9-1-1 equipment is installed are clean and allows for unobstructed access by the NCT9-1-1 Technology Team.

2.4.2 Whenever possible, provide at least a two-week notice in writing to NCT9-1-1’s Technology Team regarding any maintenance that could adversely affect 9-1-1 operations.

2.4.3 Provide at least a 48-hour notice in writing to NCT9-1-1's Technology Team prior to work commencing on any scheduled maintenance on commercial power backup generators.

2.4.4 Notify NCT9-1-1's Technology Team immediately of any power or generator outages greater than 15 minutes. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.

2.4.5 Notify NCT9-1-1's Technology Team of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:

- a. Via telephone by calling (888) 311-3911
- b. Via email to Support@NCT911.org
- c. Via the Trouble Ticket System (accessed by using the icon on the toolbar of the CHE)
- d. Via the website at <https://SSC.NCT911.org> (only works with issued credentials)

2.4.6 Test generators at least monthly and conduct a load test at least once a year, to ensure that all NCT9-1-1 equipment remains functional.

2.5 Training

2.5.1 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.

2.5.2 Ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the PSAP Supervisors' Meeting. NCT9-1-1 offers at least three PSAP Supervisors' meetings per year and a minimum attendance of two meetings per year is required for each PSAP.

2.5.3 Ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times. Make up sessions can be scheduled if PSAP scheduling does not allow personnel to attend their designated time slot.

2.5.4 May request the use of training facilities by sending an email to 911OperationsTeam@NCT911.org specifying the date of request, time of request and type of resources needed.

2.5.5 Ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6 Facilities

2.6.1 Meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.

2.6.2 Ensure areas with 9-1-1 equipment maintain a temperature between 65-85 degrees Fahrenheit.

2.6.3 Ensure 9-1-1 equipment room and communications area complies with the Americans with Disabilities Act of 1990.

2.6.4 Provide access to NCT9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.7 Supplies

2.7.1 Purchase supplies such as printer paper, printer ink, cleaning materials, and other expendable items necessary for the continuous operation and maintenance of its PSAP.

2.8 Monitoring/Reporting

2.8.1 Maintain financial, statistical, and ANI/ALI records adequate to document performance, costs, and receipts under this Agreement in accordance with applicable records retention schedules. Public Agency agrees to maintain these records at Public Agency's offices and provide or make available for inspection upon request by NCT9-1-1.

2.8.2 Cooperate fully with all reasonable monitoring requests from NCT9-1-1 for the purposes of assessing and evaluating Public Agency's performance under this Agreement.

2.9 Media Relations

2.9.1 Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to NCT9-1-1. Public Agency should first coordinate with NCT9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

2.9.2 Not disclose PSAP correspondence that NCT9-1-1 has clearly noted as proprietary or confidential, unless required to do so by law.

2.9.3 Refer media directly to NCT9-1-1 for discussions related to NCT9-1-1 technology and other NCT9-1-1 service or program specific questions.

2.10 Operations

2.10.1 Sign the contingent PSAP agreement supplied by NCT9-1-1 and provide at NCT9-1-1's request. Changes to contingent PSAPs must be approved by NCT9-1-1.

2.10.2 Delegate PSAP supervisory personnel or a designee and provide related contact information (to include after hour contact information) as a single point of contact for NCT9-1-1.



- 2.10.3 Provide a minimum of 180 days' prior notice of any facility moves, adds, or changes that affect the 9-1-1 system.
- 2.10.4 Test all 9-1-1 CHE for proper operation and user familiarity at least once per week, including, but not limited to: tests for voice calls, texts to 9-1-1 and TTYs.
- 2.10.5 NCT9-1-1 recommends power cycles at each 9-1-1 position at least once each week.
- 2.10.6 NCT9-1-1 recommends logging all TDD/TTY calls and test calls.
- 2.10.7 Keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers will be answered by a telecommunicator 24/7/365 and should have the ability to be call forwarded. Any change in the 10-digit emergency telephone number must be reported to NCT9-1-1 in writing. The number shall be provided to the public during 9-1-1 service disruptions (via notification system, website, social media and/or emergency management).
- 2.10.8 Notify NCT9-1-1 in writing at least 90 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.10.9 Submit a signed Manual ALI Request form (Attachment B) to NCT9-1-1 annually and agree to use ALI lookup feature only in handling and processing of an emergency telephone call.
- 2.10.10 Public Agency utilizing Text to 9-1-1 services must complete a Text to 9-1-1 Service Agreement (Attachment C).
- 2.10.11 Have an emergency plan for 9-1-1 communications that includes, at a minimum,
 - a. Emergency generator information and how to operate said generator
 - b. Documented procedures for the transfer of administrative lines when the call center is evacuated.
- 2.10.12 Comply with NCT9-1-1 policy and procedures for PSAP moves and changes.
- 2.10.13 Report discrepancies to NCT9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.
- 2.10.14 Ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.
- 2.10.15 In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information Act request specifies 9-1-1 database information, NCT 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.

2.10.16 Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers provided by NCT9-1-1 located within Public Agency's operating area.

2.10.17 If administrative telephone system is integrated with NCT9-1-1 equipment- Maintain a contingency plan identifying the back-up solution for the administrative telephone system. If a contingency plan is not provided to NCT9-1-1 within 30 days of contract execution, NCT9-1-1 reserves the right to remove the administrative phone lines from the 9-1-1 equipment. Administrative line integration is provided as a courtesy, not a requirement.

Section 3: Rights and Duties of NCT9-1-1

3.1 Financial

3.1.1 Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the NCT9-1-1 region, according to standards established and approved by the NCT9-1-1 Board of Managers.

3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current NCT9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

3.1.3 Maintain accurate fiscal records and supporting documentation of all 9-1-1 activities including specific details of funds distributed to Public Agency.

3.2 Equipment and Inventory

3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.

3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3 Training

3.3.1 Ensure telecommunicators have access to the NCT9-1-1 Training webpage.

3.3.2 Offer CHE training to all new telecommunicators and refresher training every two years.

3.3.3 Offer licensing training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

3.3.4 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.



3.4 Maintenance

3.4.1 Practice preventative maintenance on all NCT9-1-1 owned or leased CHE, software, and databases including, at a minimum, backing up data as necessary. NCT9-1-1 shall be responsible for any maintenance costs on NCT9-1-1 owned or leased equipment.

3.5 Operations

3.5.1 Inspect contingent PSAP agreements periodically.

3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the appropriate NCT9-1-1 processes for the purchase of new equipment and software.

3.6 Crisis Communications

3.6.1 NCT9-1-1 will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

3.6.2 NCT9-1-1 will post updates on its website and social media sites. NCT9-1-1 recommends the Public Agency use the wording provided through those avenues when providing updates to the public.

Section 4: Effective Date and Term of Agreement

4.1 This Agreement shall take effect October 1, 2019, and shall continue until September 30, 2021, unless earlier terminated under 8.1 Early Termination of Agreement.

Section 5: Ownership, Transference, and Disposition of Equipment

5.1 NCT9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in the NCT9-1-1 Strategic Plan.

5.2 NCT9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. NCT9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, NCT9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by NCT9-1-1 on behalf of Public Agency, according to NCT9-1-1's Strategic Plan.

5.3 The basic 9-1-1 equipment categories are:

- Call Handling Equipment (CHE) – telephone equipment located at the PSAP which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP
- Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- Uninterruptable Power Supply (UPS)

5.4 Transfer-of-ownership documents shall be prepared by NCT9-1-1 and signed by both parties upon transference of ownership of any 9-1-1 provided equipment. NCT9-1-1 shall maintain ownership of 9-1-1 CHE.

Section 6: Relationship between the Parties, Assignment and Subcontracting

6.1 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties.

6.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party. An attempted assignment in violation of this agreement is void.

6.3 Public Agency may not subcontract its duties under this Agreement without the prior written consent of NCT9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

Section 7: Records and Monitoring

7.1 NCT9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.

7.2 NCT9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

Section 8: Early Termination of Agreement

8.1 NCT9-1-1 reserves the right to terminate this Agreement in whole or in part upon a default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with NCT9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to NCT9-1-1 in working condition and NCT9-1-1 shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.



Section 9: Notice to Parties

9.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party’s address as specified in paragraph 9.2 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party’s address specified in paragraph 9.2.

9.2 Notices shall be sent to the following address for each party:

If to NCT9-1-1: PO Box 5888
 Arlington, Texas 76005
 Attn: Mike Eastland

If to Public Agency:

Section 10: General Provisions

10.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

10.2 Liability. The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence and deeds, and for those of its agents, contractors, officers and employees in conjunction with each Party's performance under this Agreement.

10.4 Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

10.5 Procurement. Both parties agree to comply with all applicable federal, State and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by NCT9-1-1.

10.6 Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period



of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

10.7 Entire Agreement. This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof.

10.8 Availability of Funding. Public Agency acknowledges that NCT9-1-1's sole source of funding for this Agreement is the 9-1-1 fees collected by service providers and remitted to NCT9-1-1. If fees sufficient to pay Public Agency under this Agreement are not paid to NCT9-1-1, the suspension of services will be effective 10 calendar days after Public Agency's receipt of notice. Upon suspension of payment, Public Agency's obligations under this Agreement are also suspended until NCT9-1-1 resumes receipt of funding.

10.9 Amendments. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions or deletions to the terms of this Agreement will be provided to Public Agency.

10.10 Nondiscrimination and Equal Opportunity. Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

10.11 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.

10.12 Attorney Fees. If any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which that party may be entitled.

10.13 Dispute Resolution. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.



	NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT
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By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Mike Eastland
Title: Executive Director
Date: _____

Date of governing body approval: _____

- Attachments:**
Attachment A: Equipment Room and Electrical Requirement
Attachment B: Manual ALI Request Form
Attachment C: Text to 9-1-1 Service Agreement

Attachment A

Equipment Room and Electrical Requirements

Equipment Room:

- There should be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e. removal of the Uninterruptible Power Supply (UPS) battery system, or large rack mounted servers.
- Do not attach any equipment that is not provided by NCT9-1-1 into rack being utilized for 9-1-1 call delivery. Equipment racks should remain segregated to allow NCT9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around NCT9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel.
- There should be elevator access to the equipment room, or 911 demarcation closets located upstairs.

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 85 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted, unless carpet is static free and grounded.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting should provide 50-75-foot candles measured 30" above the equipment room floor.

Grounding:

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- Voltage required is 208/120 V three phase; four wire “wye” service or 240/120 single phase 4 wire “delta” service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required, and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- NCT9-1-1 equipment should be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment won’t adversely affect the performance of 9-1-1 call handling equipment.



Attachment B
Manual ALI Request Form

For reference only. To be sent as a separate agreement to Chief/Sheriff and Communications Manager/Supervisor.

Updated: June 6, 2019

PSAP Name: _____

Date: ____/____/____

This letter is to request that the "Manual ALI Query" feature be enabled at _____ (PSAP NAME).

The 9-1-1 call handling equipment (CHE) provided by NCT9-1-1 has been configured to allow manual queries and is compatible with the manual ALI query protocol of NCT9-1-1. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCT9-1-1 operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date



Attachment C
Text to 9-1-1 Service Agreement

For reference only. To be sent as a separate agreement to Chief/Sheriff and Communications Manager/Supervisor and signed only by those with Text to 9-1-1.

North Central Texas Emergency Communications District
Regional 9-1-1 Program
Text to 9-1-1 Service Agreement

Updated: June 6, 2019

PSAP Name: _____

Date: ____/____/____

The 9-1-1 call handling equipment (CHE) provided by NCT9-1-1 has been configured to allow Text to 9-1-1 service. The PSAP is required to conduct at least ten (10) test requests for help via text per month.

NCT9-1-1 shall provide training, best practice and implementation of this service. NCT9-1-1 shall also assist testing and public education when requested.

The PSAP has been advised that this is an interim solution with limitations and feature will evolve as the service does.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this service provided.

North Central Texas Emergency Communications District
PO Box 5888
Arlington, Texas 76005-5888

or
Email: 911Projects@NCT911.org , Subject: Text to 9-1-1 Service Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date



POLICE DEPARTMENT

Item 9.

To: Mayor and Town Council
From: Doug Kowalski, Police Chief
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 24, 2019

Agenda Item:

Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, authorizing the Town to submit a grant application to the Office of the Governor (OOG) for Prosper Police Department SWAT equipment enhancement grant.

Description of Agenda Item:

FY 2019-2020 State Homeland Security Program (SHSP) grant was pre-approved to the Town of Prosper Police Department through the North Central Texas Council of Governments (NCTCOG) SWAT working group which ranks regional projects to be awarded by the state. We are seeking ratification of the grant application per the Town Administrative Regulations, Chapter 9 (Grant Management) and Town of Prosper Ordinance No. 16-75 authorizing the Town Manager to sign the application and thereafter seek ratification by the Town Council. Once the formality of signing the resolution is complete, the state approves the NCTCOG working group project list (which is attached). Once we upload the resolution into the state grant portal, the state will send us the official award letter.

The period of performance will be 12 months and starts October 1, 2019. 100% reimbursement will be made to the Town of Prosper by the State of Texas, Office of the Governor, after the equipment has been purchased and implemented. The grant will fund the purchase of four binocular night vision goggles in Fiscal Year 2019-2020.

The following chart represents federal-local cost sharing totals.

Fiscal Year 2019-2020
Federal Share-100%
\$32,000
Local Share
\$0
Total
\$32,000

Attached Documents:

1. Resolution
2. Sub-recipient worksheet

Town Staff Recommendation:

Town staff recommends that the Town Council approve a resolution authorizing the Town to submit a grant application to the Office of the Governor (OOG) for Prosper Police Department SWAT equipment enhancement grant.

Proposed Motion:

I move to approve a resolution authorizing the Town to submit a grant application to the Office of the Governor (OOG) for Prosper Police Department SWAT equipment enhancement grant.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 19-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR (OOG) FOR PROSPER POLICE DEPARTMENT SWAT EQUIPMENT ENHANCEMENT GRANT NUMBER 3531201.

WHEREAS, the Town of Prosper finds it in the best interest of the citizens of the Town of Prosper that the 2019 SHSP-Prosper Town-SWAT Equipment Enhancements be operated for the 2020 calendar year; and

WHEREAS, the Town agrees to provide applicable matching funds for said project as required by the Office of the Governor State Homeland Security Program grant application; and

WHEREAS, the Town agrees that in the event of loss or misuse of the funds Office of the Governor, the Town assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Town designates the Town Manager, Harlan Jefferson, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the Town.

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

SECTION 1

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

SECTION 2

The Town Council of the Town of Prosper does hereby approve the submission of the grant application for the 2019 SHSP-Prosper-SWAT Equipment Enhancement to the Office of the Governor.

SECTION 3

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF SEPTEMBER, 2019.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 24, 2019

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Second Amended Annexation Agreement between OM Frontier Estates, LLC. and the Town of Prosper, Texas, regarding a 22.05± acre property, generally located on the south side of Frontier Parkway, west of Custer Road.

Description of Agenda Item:

In 2009, the Town entered into multiple five-year Annexation Agreements with the remaining unincorporated properties within Collin County and in the Town's Extraterritorial Jurisdiction (ETJ). In 2014, the Town extended those agreement for an additional five-year term. These agreements ensure that development will be in accordance with the Town's standards. The Town has offered to extend the agreement by offering a Second Amended Annexation Agreement for an additional five (5) years. The subject property is eligible for a Second Amended Annexation Agreement, and the property owner has agreed to extend their Agreement. It should be noted the original Annexation Agreement and first extension were with the previous property owners, Furr Properties. Since 2014, the subject property was sold to OM Frontier Estates, LLC.

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. Annexation Agreement Exhibit
2. Second Amended Annexation Agreement
3. Exhibit A
4. 2014 Annexation Agreement

Town Staff Recommendation:

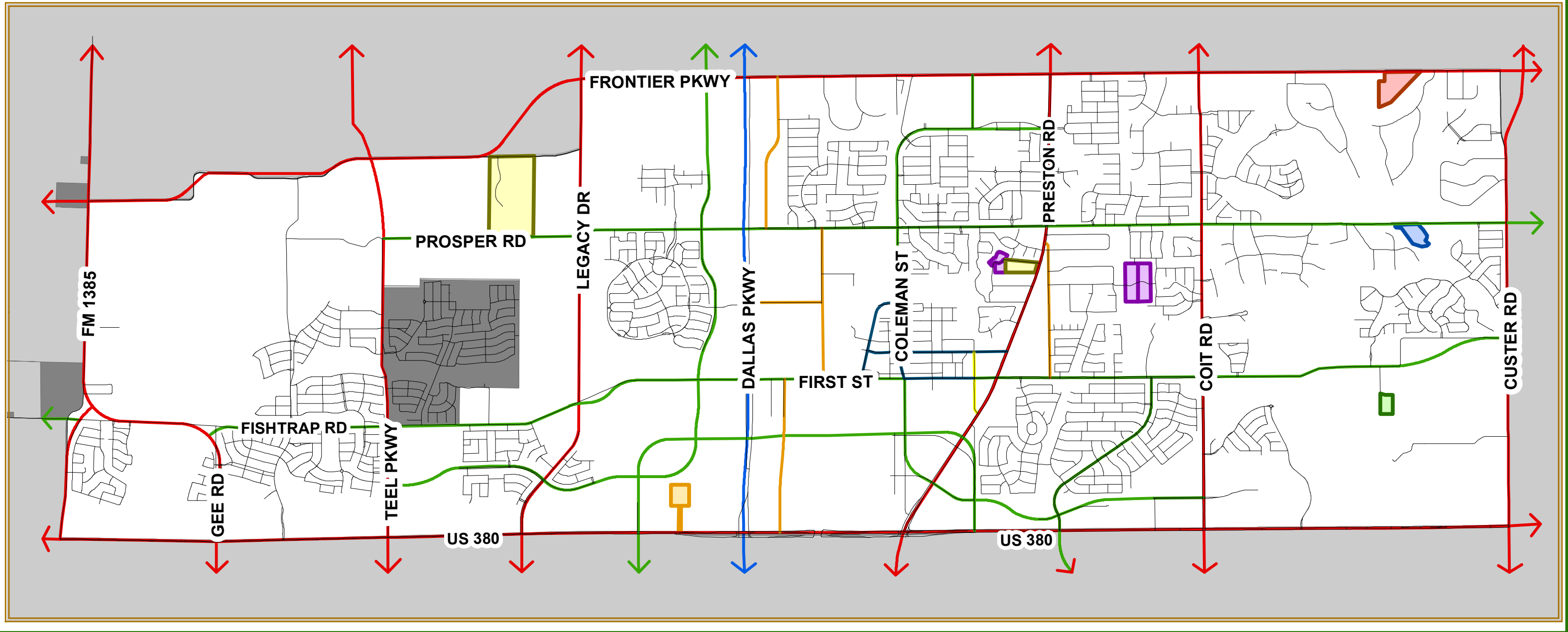
Town staff recommends the Town Council authorize the Town Manager to execute a Second Amended Annexation Agreement between OM Frontier Estates, LLC. and the Town of Prosper, Texas, regarding a 22.05± acre property, generally located on the south side of Frontier Parkway, west of Custer Road.

Proposed Motion:

I move to authorize the Town Manager to execute a Second Amended Annexation Agreement between OM Frontier Estates, LLC. and the Town of Prosper, Texas, regarding a 22.05± acre property, generally located on the south side of Frontier Parkway, west of Custer Road.

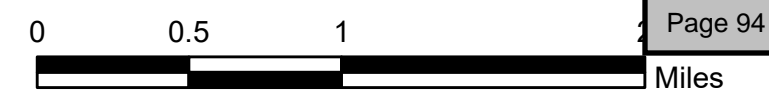
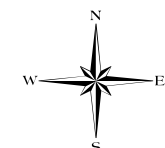
Town of Prosper

Annexation Agreement Exhibit



Legend

- OM Frontier Estates Property
- Patin Property
- Y-C Nurseries Property
- Annexation Process Instigated
- Extension Accepted but Agreement Not Received
- No Response to Extension Offer
- ETJ



AFTER RECORDING, RETURN TO:

Town of Prosper
P.O. Box 307
Prosper, Texas 75078

STATE OF TEXAS)
)
COUNTY OF COLLIN) **SECOND AMENDED ANNEXATION AGREEMENT**

This **SECOND AMENDED ANNEXATION AGREEMENT** (“Agreement”) is made and entered into as of this ____ day of _____, 2019 (“Effective Date”), by and between the Town of Prosper, Texas (“Town”), and _____ (“Owner”) on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 22.051 acres, more or less, situated in the William T. Horn Survey, Abstract 419, Collin County, Texas, which is more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (“Property”); and

WHEREAS, on or about 29th day of January 2009, the Town and the Owner entered into an Annexation Agreement (“2009 Annexation Agreement”), pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, as amended, relative to the Property; and

WHEREAS, the 2009 Annexation Agreement provided in Section 8 thereof, in part, that the term of said 2009 Annexation Agreement was five (5) years from the effective date of said Agreement; and

WHEREAS, on or about 23rd day of July, 2014, the Town and the Owner entered into an Amended Annexation Agreement extending, in part, the Agreement for an additional five (5) year period; and

WHEREAS, it is the intent of the Town and the Owner to renew the Amended Annexation Agreement for an additional five (5) year term, and that all other provisions of the 2014 Annexation Agreement and the Amended Annexation Agreement shall remain in full force and effect except to the extent referenced in this Agreement.

NOW, THEREFORE, this Agreement is hereby made and entered into by the Town and the Owner for and in consideration of the foregoing premises and the mutual covenants contained hereinafter, the sufficiency of which are hereby acknowledged by the parties:

1. Extension of Term. The term of the Amended Annexation Agreement is hereby extended an additional five (5) years, from the date of execution of this Agreement.

2. Provisions of 2014 Annexation Agreement in Full Force and Effect. All other provisions of the 2014 Annexation Agreement shall remain in full force and effect, except to the

extent amended herein. Further, in the event that there is no extension of this Agreement for an additional Term, after the fifth anniversary of execution of this Agreement, the Town may annex the Property during the three (3) year period following the date of termination of this Agreement. During said three (3) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the discretion of the Town and Landowner agrees that such annexation shall be voluntary and Landowner hereby irrevocably consents to such annexation.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson, Town Manager

ATTEST:

Robyn Battle, Town Secretary

OWNER:

(Anjum Varshney for OM Frontier Estates)

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2019, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

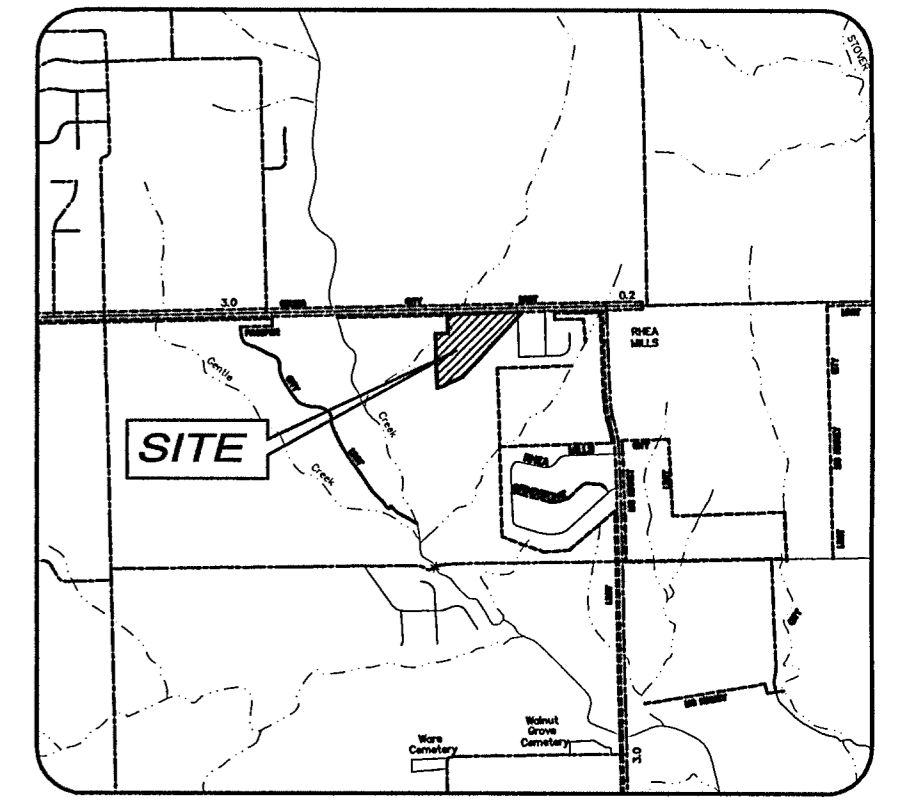
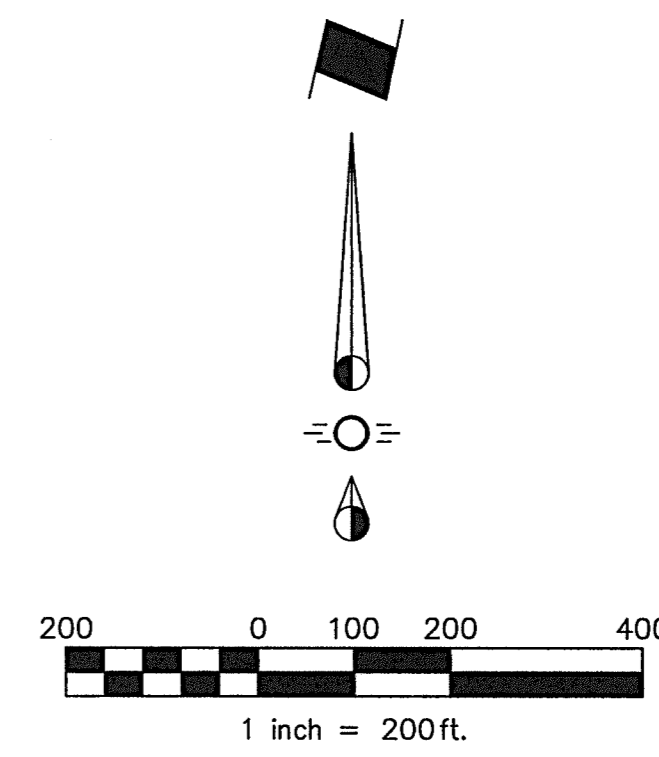
This instrument was acknowledged before me on the ___ day of _____, 2019, by _____, Owner of the Property referenced herein, on his/her behalf.

Notary Public, State of Texas

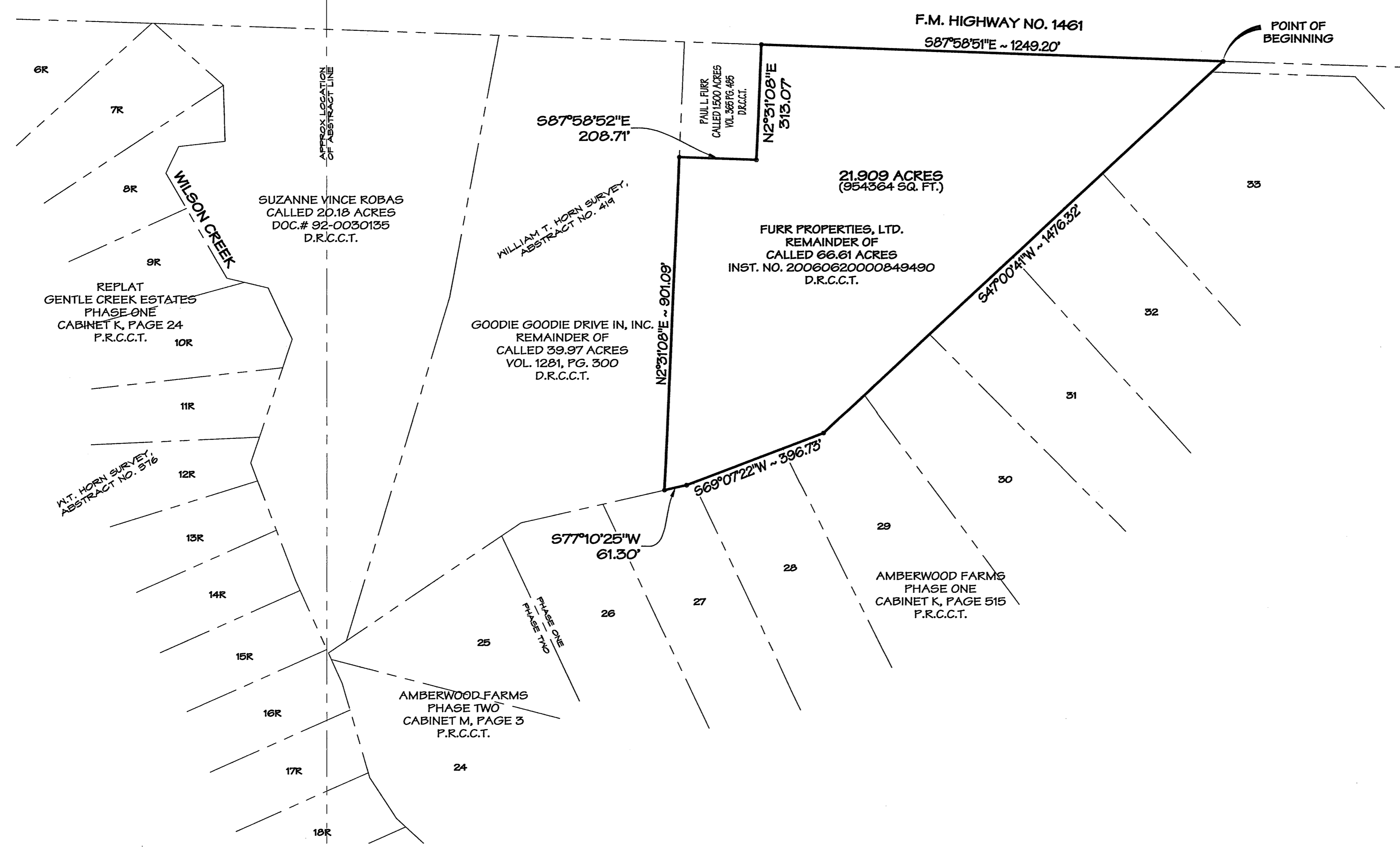
[Note: If there are multiple owners, each will sign the Agreement and have their signatures notarized]

Exhibit A

Description and Depiction of Property



Vicinity Map
N.T.S.



**EXHIBIT A
ANNEXATION
LEGAL DESCRIPTION**

BEING A 21.909 ACRE TRACT OF LAND LOCATED IN THE WILLIAM T. HORN SURVEY, ABSTRACT NO. 419, AND BEING THE REMAINDER OF THE SAME TRACT OF LAND DESCRIBED IN DEEDS TO FURR PROPERTIES, LTD., RECORDED IN INSTRUMENT NO. 20060620000849490, DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE COMMON NORTHEAST CORNER OF SAID FURR PROPERTIES TRACT AND A TRACT OF LAND DESCRIBED AS AMBERWOOD FARMS PHASE ONE RECORDED IN CABINET K, PAGE 515, PLAT RECORDS, COLLIN COUNTY, TEXAS, SAID POINT ALSO BEING IN THE SOUTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 1461;

THENCE SOUTH 47°00'41" WEST, ALONG THE COMMON LINE OF SAID FURR PROPERTIES TRACT AND SAID AMBERWOOD FARMS PHASE ONE, FOR A DISTANCE OF 1476.32 FEET TO A POINT;

THENCE SOUTH 69°07'22" WEST, ALONG THE COMMON LINE OF SAID FURR PROPERTIES TRACT AND SAID AMBERWOOD FARMS PHASE ONE, FOR A DISTANCE OF 396.73 FEET TO A POINT;

THENCE SOUTH 77°10'25" WEST, ALONG THE COMMON LINE OF SAID FURR PROPERTIES TRACT AND SAID AMBERWOOD FARMS PHASE ONE, FOR A DISTANCE OF 61.30 FEET TO A POINT;

THENCE NORTH 02°31'08" EAST, LEAVING SAID COMMON LINE OF SAID FURR PROPERTIES TRACT AND SAID AMBERWOOD FARMS PHASE ONE, ALONG THE EAST LINE OF A REMAINDER OF CALLED 39.97 ACRE TRACT DESCRIBED IN DEED TO GOODIE GOODIE DRIVE IN, INC. RECORDED IN VOLUME 1281, PAGE 300, DEED RECORDS, COLLIN COUNTY, TEXAS, FOR A DISTANCE OF 901.09 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN DEED TO PAUL L. FURR, RECORDED IN VOLUME 365, PAGE 485, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 87°58'51" EAST, ALONG THE COMMON LINE OF SAID PAUL FURR AND FURR PROPERTIES TRACT, A DISTANCE OF 208.71 FEET;

THENCE NORTH 02°31'08" EAST, ALONG THE COMMON LINE OF SAID PAUL FURR AND FURR PROPERTIES TRACT, FOR A DISTANCE OF 313.07 FEET TO THE SOUTH LINE OF SAID F.M. HIGHWAY NO. 1461;

THENCE SOUTH 87°58'51" EAST, ALONG THE COMMON SOUTH LINE OF SAID F.M. HIGHWAY NO. 1461 AND NORTH LINE OF SAID FURR PROPERTIES TRACT, A DISTANCE OF 1249.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 954,364 SQUARE FEET OR 21.909 ACRES OF LAND.

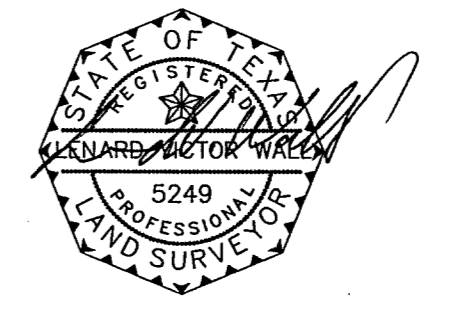
BASIS OF BEARINGS DERIVED FROM THE EASTERLY LINE OF REPLAT OF GENTLE CREEK ESTATES PHASE ONE, RECORDED IN CABINET K, PAGE 24 PLAT RECORDS, COLLIN COUNTY, TEXAS.

ANNEXATION EXHIBIT 'A'

EXHIBIT A

BEING A 21.909 ACRE ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AND BEING A PART OF THE WILLIAM T. HORN SURVEY, ABSTRACT NO. 419

THIS DOCUMENT, 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 INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST SUPPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



Owner/Applicant
Town Of Prosper, Texas
407 E. First Street
Prosper, Texas 75078
Telephone (972) 346-3502

Engineer/Surveyor
Spiars Engineering, Inc.
730 E. Park Blvd., Suite 210
Plano, Texas 75074
Telephone (972) 422-0077
Contact: Matt Dorsett

Drawing: 01/20/09 08:50:03:013 Annotated: 2009/06/22 10:00:00 AM - SURVEY/VD/09-013.kwd - Saved By: BSchmidt, Scan Time: 7/1/2009 9:05:33 AM Printed by: BSchmidt Plot Date: 7/1/2009 9:15:46 AM



AFTER RECORDING, RETURN TO:

Town of Prosper
P.O. Box 307
Prosper, Texas 75078

STATE OF TEXAS)
)
COUNTY OF COLLIN)

AMENDED ANNEXATION AGREEMENT

This Amended Annexation Agreement ("Agreement") is made and entered into as of this 23rd day of July, 2014 ("Effective Date"), by and between the Town of Prosper, Texas ("Town"), and Furr Properties LTD ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 22.051 acres, more or less, situated in the William T. Horn Survey, Abstract 419, Collin County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, on or about July 28, 2009, the Town and the Owner entered into an Annexation Agreement ("2009 Annexation Agreement"), pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, relative to the Property; and

WHEREAS, the 2009 Annexation Agreement provided in Section 8 thereof, in part, that the term of said 2009 Annexation Agreement was five (5) years from the effective date of said Agreement; and

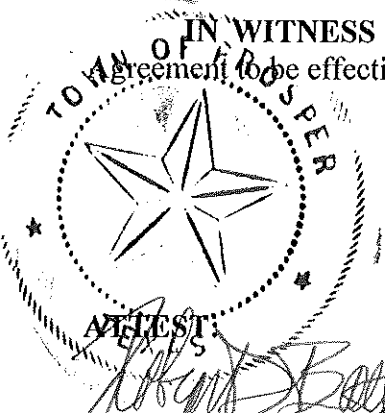
WHEREAS, it is the intent of the Town and the Owner to renew the 2009 Annexation Agreement for an additional five (5) year term, and that all other provisions of the 2009 Annexation Agreement shall remain in full force and effect except to the extent referenced in this Agreement.

NOW, THEREFORE, this Agreement is hereby made and entered into by the Town and the Owner for and in consideration of the foregoing premises and the mutual covenants contained hereinafter, the sufficiency of which are hereby acknowledged by the parties:

1. Extension of Term. The term of the 2009 Annexation Agreement is hereby extended an additional five (5) years, from the date of execution of this Agreement.

2. Provisions of 2009 Annexation Agreement in Full Force and Effect. All other provisions of the 2009 Annexation Agreement shall remain in full force and effect, except to the extent amended herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.



TOWN OF PROSPER, TEXAS

By: *Harlan Jefferson*
Harlan Jefferson, Town Manager

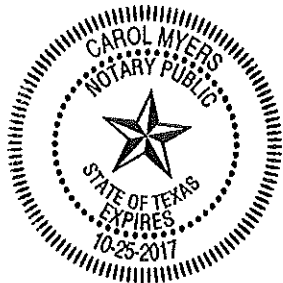
Robyn Battle
Robyn Battle, Town Secretary

OWNER:

Furr Properties LTD
Furr Properties LTD
Patsy Furr

STATE OF TEXAS)
)
COUNTY OF COLLIN)

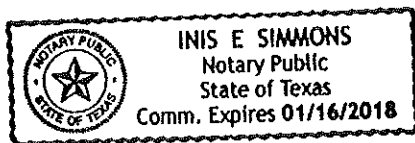
This instrument was acknowledged before me on the 23rd day of July, 2014, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper.



Carol Myers
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 19 day of June, 2014, by Furr Properties LTD, Owner of the Property referenced herein, on his/her behalf.



Inis E. Simmons
Notary Public, State of Texas

ANNEXATION AGREEMENT

AFTER RECORDING,
RETURN TO:
Town of Prosper
Attn: Matthew D. Denton
P.O. Box 307
Prosper, TX 75078

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into as of this 28 day of JULY, 2009, ("Effective Date") by and between the Town of Prosper, Texas, ("Town") and Furr Properties LTD ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 22.051 acres, more or less, situated in the William T. Horn Survey, Abstract 419, Collin County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Town and the Owner desire that the property be developed as set forth herein; and

WHEREAS, Town in accordance with Section 43.035 of the Texas Local Government Code desires to annex certain lands including the Property; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code, Town is authorized to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality for purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172 of the Texas Local Government Code and for the purposes set forth in that section.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Owner agree as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents that it is the sole owner of the Property.

2. Use and Development. The use and development of the Property before and after annexation shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to

masonry requirements, parking standards and landscaping standards) set forth by the ordinances of Town (including but not limited to the Comprehensive Zoning Ordinance and the Subdivision Regulations) as they exist or may be amended. Prior to annexation, the Property shall be developed as if it has been designated with agriculture zoning.

3. Annexation and Zoning. Town will not annex the Property, unless requested to do so by Owner, during the term of this Agreement provided that Owner complies with the terms and conditions of this Agreement. The parties agree that Town, in its sole discretion, shall determine whether Owner is in compliance with the Agreement and whether it will approve annexation of the Property. Simultaneously with the termination of this Agreement, Town and Owner agree that Town may, in its sole discretion, initiate annexation proceedings for the Property (the "Annexation").

OWNER HEREBY RELEASES TOWN, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT/THEY MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS PARAGRAPH.

4. Water and Sewer Service. Following annexation of the Property by Town, Town agrees to provide sanitary sewer service for the Property in the same manner and in accordance to the same regulations as any development in Town and in accordance with the annexation service plan. Town agrees to provide water service for the Property in the same manner and in accordance to the same schedule as any development in Town if it can lawfully do so. Upon being requested to do so by Town, Owner agrees to execute and convey an easement to Town, at no cost to Town, on that portion of the Property reasonably needed by Town, in Town's sole discretion, to be used as a utility easement for water and sewer service, free from any liens or other encumbrances, for the construction and/or extension of water or sewer facilities. Said easement shall be materially in the same form as *Exhibit "B"* and *Exhibit "C"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the easement.

5. Right-of-Way Dedication for Frontier Parkway (FM 1461). Upon being requested to do so by Town, Owner agrees to dedicate to Town, at no cost to Town, that portion of the Property reasonably needed by Town, in Town's sole discretion, to be used as right-of-way for Frontier Parkway (FM 1461), free from any liens or other encumbrances, for the construction and/or extension of Frontier Parkway (FM 1461) ("ROW Property"). Said right-of-way dedication shall be by warranty deed materially in the same form as *Exhibit "D"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the right-of-way dedication.

6. Impact Fees. The Property shall be subject to impact fees adopted by Ordinance No. 06-91, as it exists or may be amended.

7. Other Development Fees. Town ordinances covering property taxes, park dedication and/or payment in lieu of dedication of land, utility rates, permit fees and the like are not affected by this Agreement and shall be applied to the Property in the same manner as any other Property located within Town's corporate boundaries. Further this Agreement does not waive or limit any of the

obligations of Owners to Town under any other ordinance, whether now existing or in the future arising.

8. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. The term of this Agreement shall be five (5) years from the effective date. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of Town.

9. Default. If any party breaches any of the terms of this Agreement, then that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

10. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

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

With copy to: Rebecca Brewer
Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud Blvd.
Suite 300
P.O. Box 1210
McKinney, TX 75070-1210

Owner: Furr Properties LTD
192 RIVER HILLS CT.
MCKINNEY, TX 75069

11. Miscellaneous.

(a) Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Owner shall give notice immediately to Town of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Owners' successors and assigns.

(b) Compliance with Ordinances. Except as provided for in this Agreement, the parties agree that the Owners shall be subject to all ordinances of Town. All construction will be in accordance with applicable ordinances and regulations of Town, whether now existing or in the future arising.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(d) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

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

(f) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(g) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Sovereign Immunity. The parties agree that Town has not waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

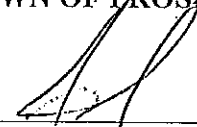
(l) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

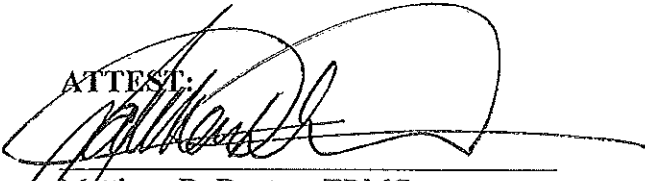
(m) Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

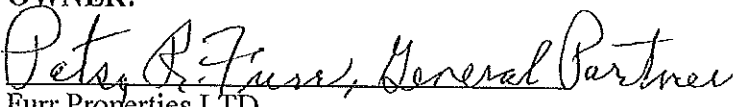
(n) No Chapter 245 Permit. This Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

TOWN OF PROSPER, TEXAS

By: 
Mike Land, Town Manager

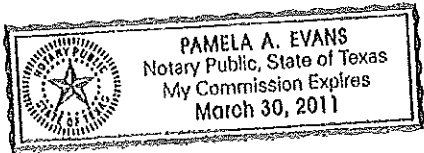
ATTEST:

Matthew D. Denton, TRMC
Town Secretary

OWNER:

Furr Properties LTD

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Mike Land, Town Manager of Town of Prosper, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for Town of Prosper, Texas, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of August, 2009.

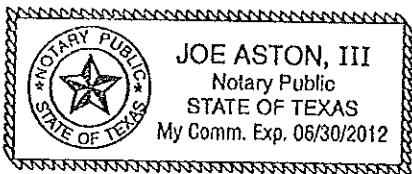


Pamela A. Evans
Notary Public in and for the State of Texas
My Commission Expires:
March 30, 2011

STATE OF TEXAS §
§
COUNTY OF COLLIN §

Fuzzy K. Hill BEFORE ME, the undersigned authority, on this day personally appeared Fuzzy K. Hill, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3th day of May, 2009.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires:

Exhibit "A"
Description and Depiction of Property

Exhibit "B"
Water Line Easement Form
with Temporary Construction Easement

"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

AFTER RECORDING, PLEASE RETURN TO:

Town of Prosper
Attn: Matt Denton, Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

WATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

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

THAT, _____, a _____, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration to Grantor in hand paid by the **TOWN OF PROSPER, TEXAS**, a Texas Home Rule Municipal Corporation, hereinafter called "Grantee", the receipt and sufficiency of which are hereby acknowledged, does GRANT, DEDICATE, SELL and CONVEY to the Grantee, the easement and right to construct, reconstruct, operate, alter, relocate and perpetually maintain water line facilities, (the "Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property located in the Town of Prosper, Collin County, Texas, as more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property"). This conveyance also includes a temporary construction easement as described on Exhibit "B" attached hereto for the purpose of excavation, construction and laying of the Facilities within the Easement Property described herein (the "Temporary Construction Easement"). The Temporary Construction Easement granted herein will terminate and cease upon the completion of the construction of the Facilities and acceptance of the Facilities by the Town of Prosper. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property and/or Temporary Construction Easement, or any part thereof, and with the right of access across Grantor's adjacent property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith. Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement that were removed as a result of such work.

Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Easement Property and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct fences, driveways and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

This instrument shall constitute a covenant running with the land and shall benefit and burden the applicable real properties described herein and shall inure to the benefit of, and be binding upon, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

The individual executing this instrument on behalf of the Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of the Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on the Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

SIGNED my hand this _____ day of _____, 200__.

GRANTORS NAME HERE	
By:	
Name:	
Title:	
Address:	

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 200__ by _____ its _____ of the _____, a _____ corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the liens against a portion of the Water Line Easement Property and Temporary Construction Easement evidenced by:

Deed of Trust dated _____ recorded under Clerk's File No. _____ from _____, a Texas _____, to _____, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ _____, payable to the order of _____; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by _____ to _____, a Texas _____ recorded under Clerk's File No. _____, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Water Line Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Water Line Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Water Line Easement and Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

[insert name of lienholder(s)]

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____; he/she acknowledged to me he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2006.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"

Exhibit "C"
Sanitary Sewer Easement Form
with Temporary Construction Easement

"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

AFTER RECORDING, PLEASE RETURN TO:
Town of Prosper
Attn: Matt Denton, Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

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

THAT, _____, a _____, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration to Grantor in hand paid by the **TOWN OF PROSPER, TEXAS**, a Texas Home Rule Municipal Corporation, hereinafter called "Grantee", the receipt and sufficiency of which are hereby acknowledged, does **GRANT, DEDICATE, SELL and CONVEY** to the Grantee, the easement and right to construct, reconstruct, operate, alter, relocate and perpetually maintain sanitary sewer facilities, (the "Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property located in the Town of Prosper, Collin County, Texas, as more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property"). This conveyance also includes a temporary construction easement as described on Exhibit "B" attached hereto for the purpose of excavation, construction and laying of the Facilities within the Easement Property described herein (the "Temporary Construction Easement"). The Temporary Construction Easement granted herein will terminate and cease upon the completion of the construction of the Facilities and acceptance of the Facilities by the Town of Prosper. As part of the grant hereby made, it is agreed between the

parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, Property and/or Temporary Construction Easement or any part thereof, and with the right of access across Grantor's adjacent property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith. Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement that were removed as a result of such work.

Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Easement Property and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct fences, driveways and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

This instrument shall constitute a covenant running with the land and shall benefit and burden the applicable real properties described herein and shall inure to the benefit of, and be binding upon, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

The individual executing this instrument on behalf of the Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of the Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on the Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

SIGNED my hand this _____ day of _____, 200__.

GRANTORS NAME HERE	
By:	
Name:	
Title:	
Address:	

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 200__ by _____ its _____ of the _____, a _____ corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the liens against a portion of the Easement Property and Temporary Construction Easement evidenced by:

Deed of Trust dated _____ recorded under Clerk's File No. _____ from _____, a Texas _____, to _____, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ _____, payable to the order of _____; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by _____ to _____, a Texas _____ recorded under Clerk's File No. _____, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Sanitary Sewer Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Sanitary Sewer Easement and Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

[insert name of lienholder(s)]

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____; he/she acknowledged to me he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2007.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"

Exhibit "D"
Right of Way Warranty Deed Form

"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

AFTER RECORDING, PLEASE RETURN TO:
Town of Prosper
Attn: Matt Denton, Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

RIGHT OF WAY WARRANTY DEED

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ §

That _____, a Texas _____ ("Grantor"), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas Home Rule Municipal Corporation ("Grantee") the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day GRANTED and by these presents does GRANT, GIVE, and CONVEY unto the said Grantee all the following described real estate, to-wit:

Being _____ acres of land, more or less, in the _____ Survey, Abstract No. _____, in the Town of Prosper, _____ County, Texas, more particularly depicted and described in Exhibits "A" and "B", respectively, attached hereto and incorporated herein for all purposes (the "Property").

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in _____ County, Texas; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 200__.

[type grantors name],
a Texas _____

By: _____
[type name and title]

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a Texas _____; and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 200__.

Notary Public in and for the State of Texas
My Commission Expires: _____

LIENHOLDER'S CONSENT TO PARTIAL RELEASE OF LIEN:

The undersigned, being the holder(s) of the lien against a portion of the Property and Temporary Construction Easement evidenced by:

Deed of Trust dated _____, recorded under Clerk's File No. _____, from _____, to _____, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ _____, payable to the order of _____; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by _____ to _____, recorded under _____, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Right of Way Warranty Deed and agrees that in the event of a foreclosure of the Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the conveyance made by this deed will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____ *Bank, a* _____

By: _____
Printed Name: _____
Its: _____
Address: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 200__, by _____, the _____ and duly authorized representative of _____ *Bank, a* _____, on behalf of said corporation.

Notary Public, State of Texas

PREPARED IN THE OFFICES OF:
ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.
1700 Redbud Blvd., Suite 300
McKinney, TX 75070

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 24, 2019

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Second Amended Annexation Agreement between Harold and Maureen Patin and the Town of Prosper, Texas, regarding a 10.59± acre property, generally located on the south side of Prosper Trail, west of Custer Road.

Description of Agenda Item:

In 2009, the Town entered into multiple five-year Annexation Agreements with the remaining unincorporated properties within Collin County and in the Town's Extraterritorial Jurisdiction (ETJ). In 2014, the Town extended those agreement for an additional five-year term. These agreements ensure that development will be in accordance with the Town's standards. The Town has offered to extend the agreement by offering a Second Amended Annexation Agreement for an additional five (5) years. The subject property is eligible for a Second Amended Annexation Agreement, and the property owner has agreed to extend their Agreement.

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. Annexation Agreement Exhibit
2. Second Amended Annexation Agreement
3. Exhibit A
4. 2014 Annexation Agreement

Town Staff Recommendation:

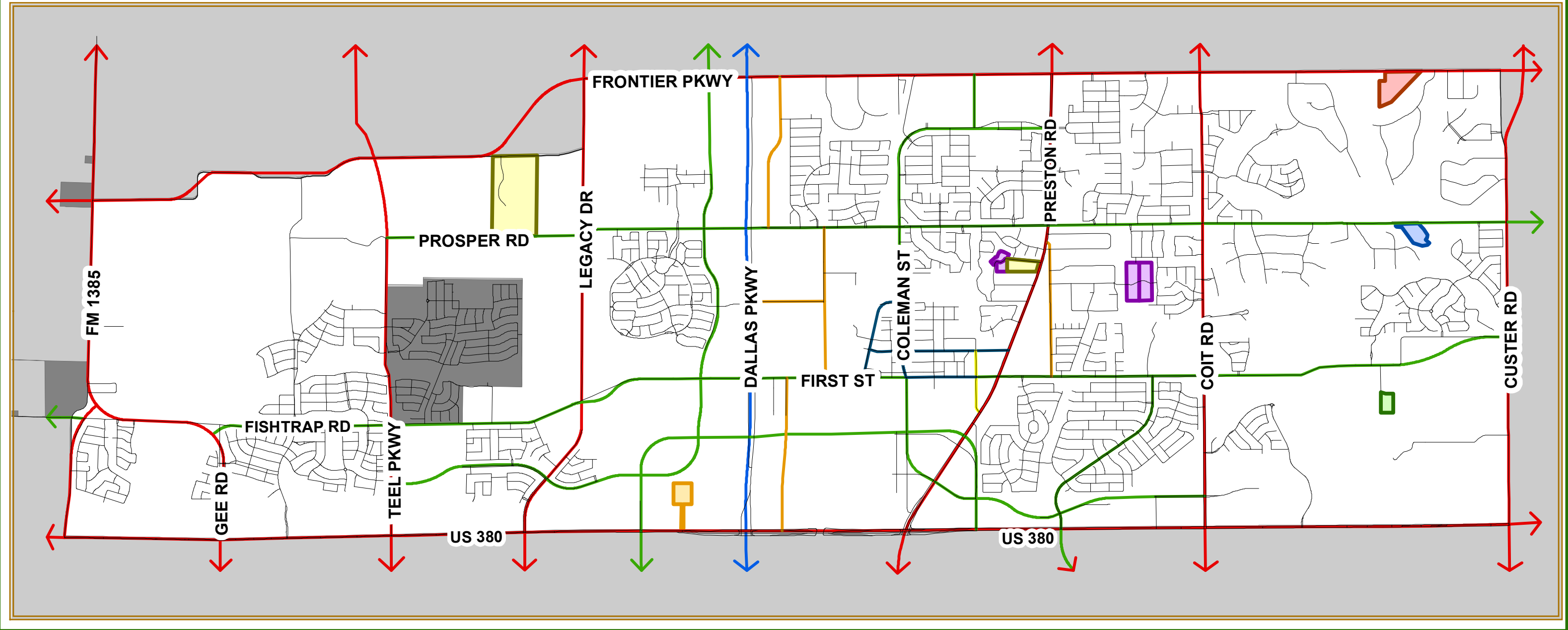
Town staff recommends the Town Council authorize the Town Manager to execute a Second Amended Annexation Agreement between Harold and Maureen Patin and the Town of Prosper, Texas, regarding a 10.59± acre property, generally located on the south side of Prosper Trail, west of Custer Road.

Proposed Motion:

I move to authorize the Town Manager to execute a Second Amended Annexation Agreement between Harold and Maureen Patin and the Town of Prosper, Texas, regarding a 10.59± acre property, generally located on the south side of Prosper Trail, west of Custer Road.

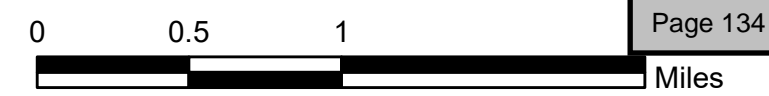
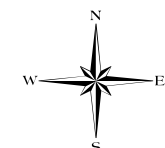
Town of Prosper

Annexation Agreement Exhibit



Legend

- OM Frontier Estates Property
- Patin Property
- Y-C Nurseries Property
- Annexation Process Instigated
- Extension Accepted but Agreement Not Received
- No Response to Extension Offer
- ETJ



extent amended herein. Further, in the event that there is no extension of this Agreement for an additional Term, after the fifth anniversary of execution of this Agreement, the Town may annex the Property during the three (3) year period following the date of termination of this Agreement. During said three (3) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the discretion of the Town and Landowner agrees that such annexation shall be voluntary and Landowner hereby irrevocably consents to such annexation.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson, Town Manager

ATTEST:

Robyn Battle, Town Secretary

OWNER:

Harold Patin

Maureen Patin

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2019, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2019, by _____, Owner of the Property referenced herein, on his/her behalf.

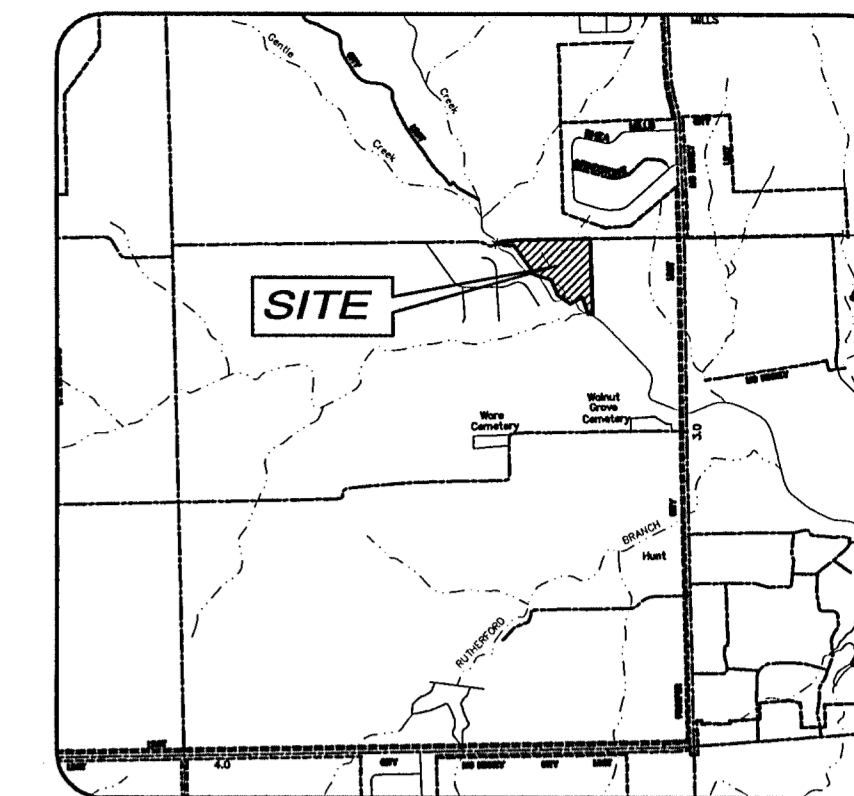
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2019, by _____, Owner of the Property referenced herein, on his/her behalf.

Notary Public, State of Texas

Exhibit A
Description and Depiction of Property



Vicinity Map
N.T.S.

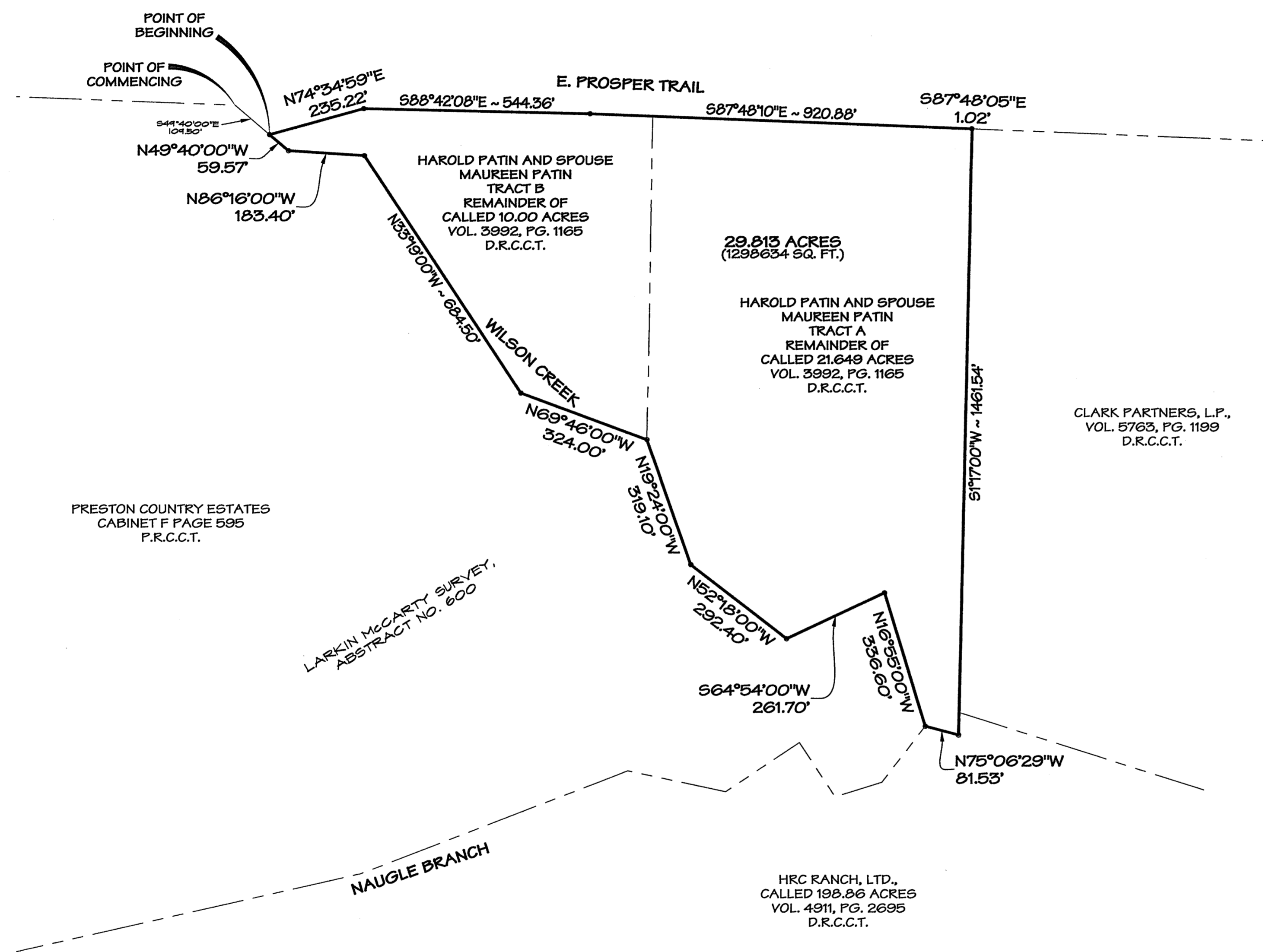
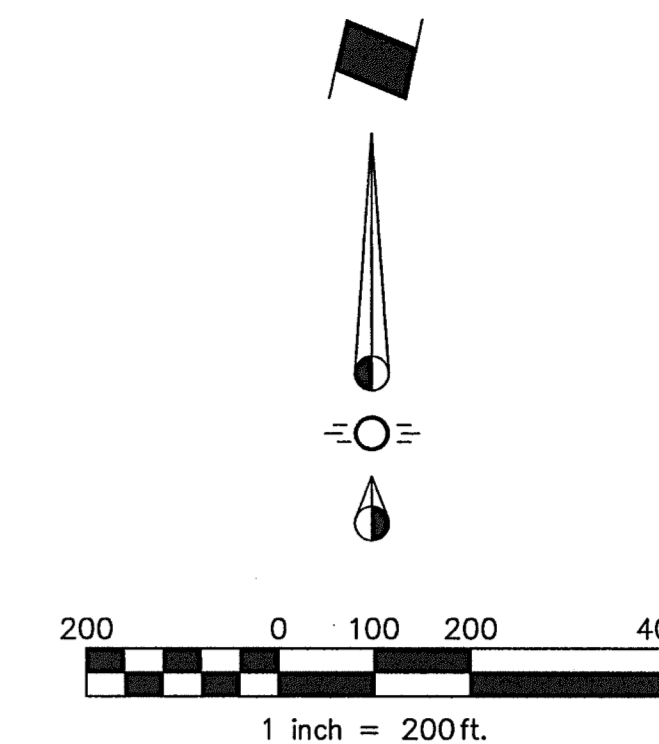


EXHIBIT A
ANNEXATION
LEGAL DESCRIPTION

BEING A 29.813 ACRE TRACT OF LAND LOCATED IN THE LARKIN McCARTY SURVEY, ABSTRACT NO. 600, AND BEING THE REMAINDER OF THE TRACTS OF LAND DESCRIBED IN DEEDS TO HAROLD PATIN AND SPOUSE MAUREEN PATIN AS RECORDED IN VOLUME 3992, PAGE 1165 DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF PRESTON COUNTRY ESTATES AS RECORDED IN CABINET F, PAGE 595 PLAT RECORDS, COLLIN COUNTY, TEXAS, ALSO BEING IN THE SOUTH RIGHT-OF-WAY LINE OF EAST PROSPER TRAIL;

THENCE SOUTH 49°40'00" EAST, ALONG THE SOUTH LINE OF EAST PROSPER TRAIL THE NORTHERLY LINE OF PRESTON COUNTRY ESTATES AND THE CENTER OF WILSON CREEK, FOR A DISTANCE OF 109.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 74°34'59" EAST, LEAVING THE NORTHERLY LINE OF SAID PRESTON COUNTRY ESTATES ALONG THE SOUTH LINE OF EAST PROSPER TRAIL AND THE NORTH LINE OF PATIN TRACT, FOR A DISTANCE OF 235.22 FEET;

THENCE SOUTH 88°42'08" EAST, ALONG THE SOUTH LINE OF EAST PROSPER TRAIL AND THE NORTH LINE OF PATIN TRACT, FOR A DISTANCE OF 544.36 FEET;

THENCE SOUTH 87°48'10" EAST, ALONG THE SOUTH LINE OF EAST PROSPER TRAIL AND THE NORTH LINE OF PATIN TRACT, FOR A DISTANCE OF 920.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CLARK PARTNERS, L.P., AS RECORDED IN VOLUME 5763, PAGE 1199 DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 01°17'00" WEST, ALONG THE EAST LINE OF SAID PATIN TRACT AND THE WEST LINE OF CLARK PARTNERS TRACT, FOR A DISTANCE OF 1461.54 FEET TO THE NORTHERLY LINE OF A TRACT OF LAND DESCRIBED IN DEED TO HRC RANCH, LTD. AS RECORDED IN VOLUME 4911, PAGE 2695 DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 75°06'29" WEST, ALONG A NORTHERLY LINE OF SAID HRC RANCH TRACT, FOR A DISTANCE OF 81.53 FEET TO THE SOUTHEAST CORNER OF SAID PRESTON COUNTRY ESTATES;

THENCE NORTH 16°55'00" WEST, ALONG SAID COMMON LINE OF PRESTON COUNTRY ESTATES AND PATIN TRACT AND CENTER OF CREEK, FOR A DISTANCE OF 336.60 FEET;

THENCE SOUTH 64°54'00" WEST, ALONG SAID COMMON LINE OF PRESTON COUNTRY ESTATES AND PATIN TRACT AND CENTER OF CREEK, A DISTANCE OF 261.70 FEET;

THENCE NORTH 52°18'00" WEST, ALONG SAID COMMON LINE OF PRESTON COUNTRY ESTATES AND PATIN TRACT AND CENTER OF CREEK, FOR A DISTANCE OF 292.40 FEET;

THENCE NORTH 19°24'00" WEST, ALONG SAID COMMON LINE OF PRESTON COUNTRY ESTATES AND PATIN TRACT AND CENTER OF CREEK, FOR A DISTANCE OF 319.10 FEET;

THENCE NORTH 69°46'00" WEST, ALONG SAID COMMON LINE OF PRESTON COUNTRY ESTATES AND PATIN TRACT AND CENTER OF CREEK, FOR A DISTANCE OF 324.00 FEET

THENCE NORTH 33°19'00" WEST, ALONG SAID COMMON LINE OF PRESTON COUNTRY ESTATES AND PATIN TRACT AND CENTER OF CREEK, FOR A DISTANCE OF 684.50 FEET;

THENCE NORTH 86°16'00" WEST, ALONG SAID COMMON LINE OF PRESTON COUNTRY ESTATES AND PATIN TRACT AND CENTER OF CREEK, FOR A DISTANCE OF 183.40 FEET;

THENCE NORTH 49°40'00" WEST, ALONG SAID COMMON LINE OF PRESTON COUNTRY ESTATES AND PATIN TRACT AND CENTER OF CREEK, FOR A DISTANCE OF 59.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,298,634 SQUARE FEET OR 29.813 ACRES OF LAND.

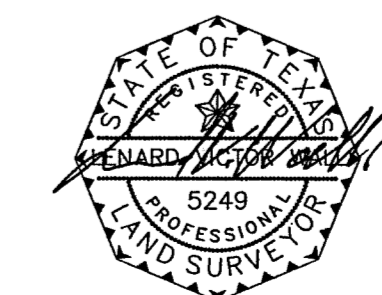
BASIS OF BEARINGS DERIVED FROM THE NORTH LINE OF PRESTON COUNTRY ESTATES AS RECORDED IN CABINET F, PAGE 595, PLAT RECORDS, COLLIN COUNTY, TEXAS.

ANNEXATION EXHIBIT 'A'

EXHIBIT A

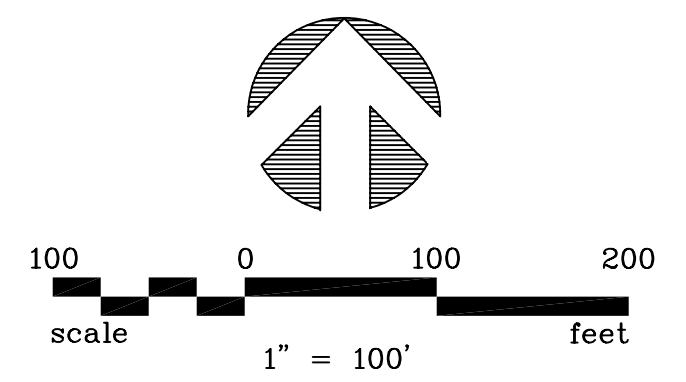
BEING A 29.813 ACRE ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AND BEING A PART OF THE LARKIN McCARTY SURVEY, ABSTRACT NO. 600

THIS DOCUMENT, 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 INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST SUPPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

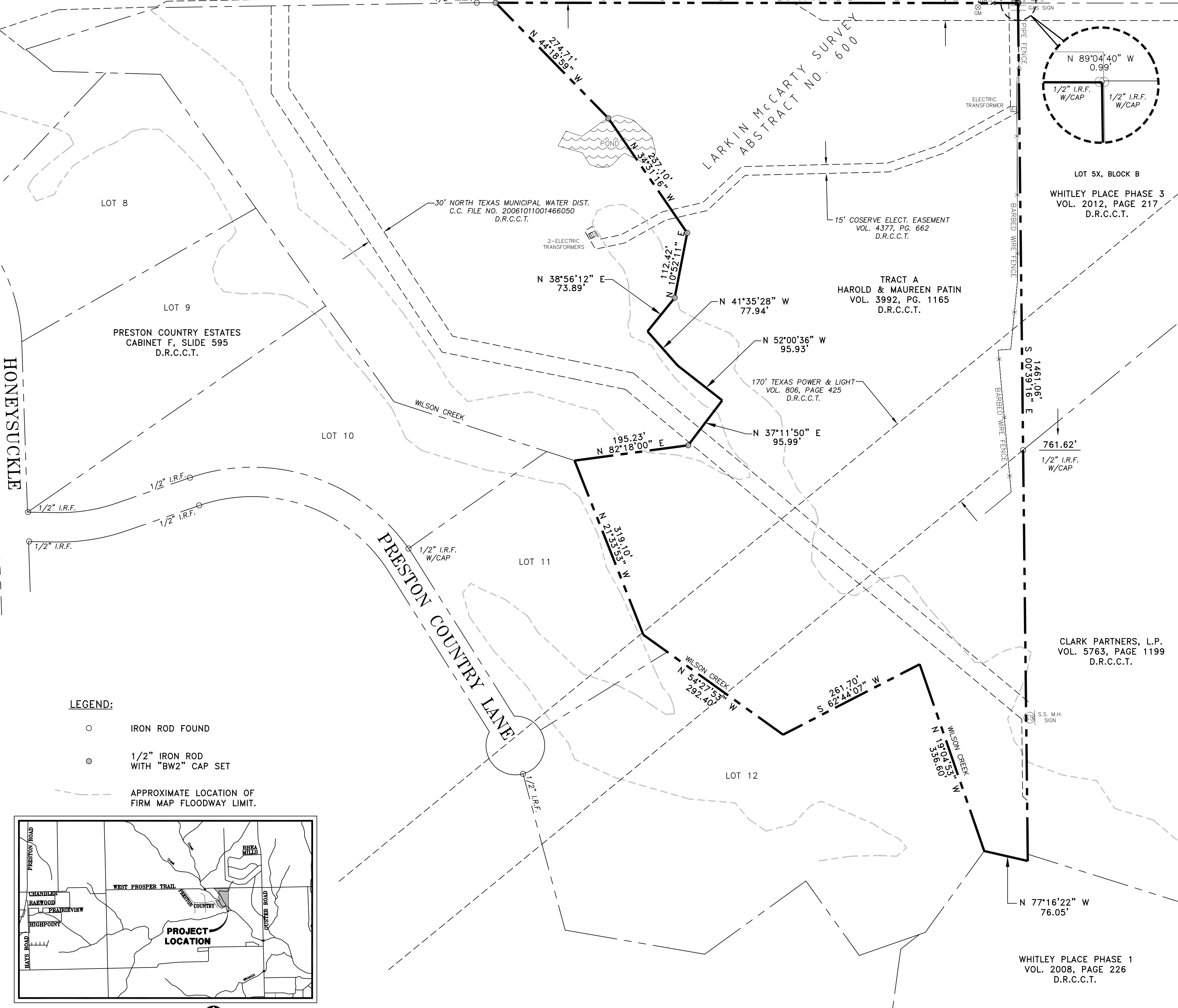


Owner/Applicant
Town Of Prosper, Texas
407 E. First Street
Prosper, Texas 75078
Telephone (972) 346-3502

Engineer/Surveyor
Spiars Engineering, Inc.
730 E. Park Blvd., Suite 210
Plano, Texas 75074
Telephone (972) 422-0077
Contact: Matt Dorsett



WEST PROSPER TRAIL (COUNTY RD. 122)



TOWN OF PROSPER, TEXAS
BOUNDARY SURVEY
LARKIN McCARTY SURVEY

DESCRIPTION

BEING A 18.639 ACRE PARCEL OF LAND IN THE LARKIN McCARTY SURVEY, ABSTRACT NO. 600, COLLIN COUNTY, TEXAS, BEING PART OF A TRACT OF LAND AS DEEDED TO HAROLD AND MAUREEN PATIN AND RECORDED IN VOLUME 3992, PAGE 1165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, (DRCT), AS SHOWN HEREON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A PARCEL OF LAND BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF THE RIGHT OF WAY FOR WEST PROSPER TRAIL (COUNTY ROAD 122), BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID PATIN TRACT, BEING THE WEST LINE OF WHITLEY PLACE PHASE 3 AND THE WEST LINE OF CLARK PARTNERS, L.P., AND BEING BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID PATIN TRACT;

The POINT OF BEGINNING is a half inch iron rod found for the northeast corner of said Patin tract, being on the south line of the Right of Way for West Prosper Trail, and being the northwest corner of Lot 5X, Block B of said Whitley Place Phase 3, an addition to the Town of Prosper as recorded in Volume 2012, Page 217 DRCT;

THENCE South 00°39'16" East, with the east line of said Patin tract, being the west line of said Lot 5X, passing at 761.62, a half inch iron rod found for the southwest corner of said Lot 5X, being the northwest corner of a tract of land as deeded to Clark Partners, L.P. and recorded in Volume 5763, Page 1199 DRCT, in all a distance of 1461.06 feet to a point, being the southeast corner of said Patin tract and being an interior ell corner of Whitley Place Phase 1, an addition to the Town of Prosper as recorded in Volume 2008, Page 226, DRCT, and being in Wilson Creek;

THENCE North 77°16'22" West, generally with said creek, with the south line of said Patin tract, being a north line of said Whitley Place, Phase 1, a distance of 76.05 feet to a point, being a northwest corner of Whitley Place Phase 1 and being the easternmost corner of Preston Country Estates, an addition to the Town of Prosper as recorded in Cabinet F, Slide 595, DRCT;

THENCE North 19°04'53" West, generally with said creek, with the south line of said Patin tract, being the north line of Preston Country Estates, a distance of 336.60 feet to a point;

THENCE South 62°44'07" West, continue with said common line, a distance of 261.70 feet to a point;

THENCE North 54°27'53" West, continue with said common line, a distance of 292.40 feet to a point;

THENCE North 21°33'53" West, continue with said common line, a distance of 319.10 feet to a point;

THENCE North 82°18'00" East, departing said common line and crossing said Patin tract, a distance of 195.23 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE North 37°11'50" East, a distance of 95.99 feet to a point near the center of a creek;

THENCE North 52°00'36" West, generally with said creek, a distance of 95.93 feet to a point;

THENCE North 41°35'28" West, generally with said creek, a distance of 77.94 feet to a point;

THENCE North 38°56'12" East, departing said creek and crossing said Patin tract, a distance of 73.89 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE North 10°52'11" East, a distance of 112.42 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE North 34°31'16" West, a distance of 237.10 feet to a half inch iron rod with cap marked "BW2" set to mark the point;

THENCE North 44°18'59" West, a distance of 274.71 feet to a half inch iron rod with cap marked "BW2" set to mark the point, said point being on the south line of the Right of Way for West Prosper Trail;

THENCE South 89°58'14" East, with said Right of Way line, passing at 888.88, a half inch iron rod found marking the point, in all a distance of 889.87 feet to the POINT OF BEGINNING, and containing 18.639 acres of land.

NOTES:

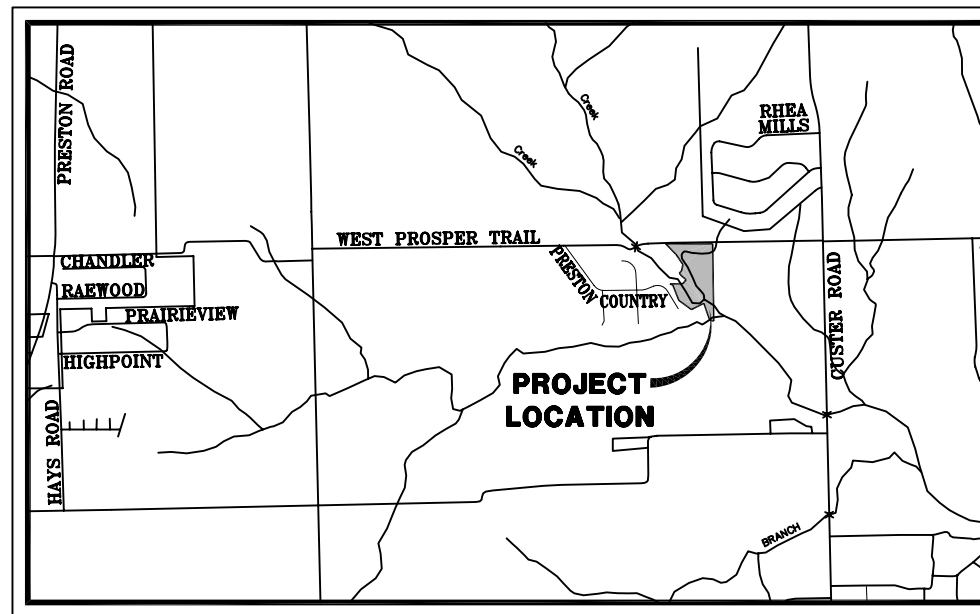
1. All bearings are based on the Texas Coordinate System, N.A.D. 83 (1993 Adj.), North Central Zone, 4202.
2. No title commitment was provided for the execution of this survey.
3. Floodway area copied from Flood Insurance Rate Map Number 408085C0255J, Collin County, Texas, Panel 255 of 600.

I, John F. Wilder, A Registered Professional Surveyor in The State Of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition III Survey.

John F. Wilder, RPLS 4285 _____ Date _____

LEGEND:

- IRON ROD FOUND
- ◉ 1/2" IRON ROD WITH "BW2" CAP SET
- - - - - APPROXIMATE LOCATION OF FIRM MAP FLOODWAY LIMIT.



NO.	DATE	REVISION	REVIEWED
6			
5			
4			
3			
2			
1			

DRAWN: _____ BW2
 DESIGN: _____ BW2
 REVIEWED: _____ BW2
 SCALE: 1" = 100'
 DATE: AUGUST, 2014
 DWG. NAME: 1656-BNDRY.DWG



BW2 ENGINEERS, INC.
 1919 S. Shiloh Road
 Suite 500, L.B. 27
 Garland, Texas 75042
 (972) 864-8200 (T) (972) 864-8220 (F)
 Firm Registration No. F-5290

TOWN OF PROSPER
18.639 ACRES
LARKIN McCARTY SURVEY
ABSTRACT No. 600
COLLIN COUNTY, TEXAS

SHEET NO. 1
 OF 1 SHEETS
 JOB NO. 14-1656

14-1656-BNDRY.DWG



AFTER RECORDING, RETURN TO:

Town of Prosper
P.O. Box 307
Prosper, Texas 75078

STATE OF TEXAS)
)
COUNTY OF COLLIN)

AMENDED ANNEXATION AGREEMENT

This Amended Annexation Agreement ("Agreement") is made and entered into as of this 23rd day of July, 2014 ("Effective Date"), by and between the Town of Prosper, Texas ("Town"), and Harold and Maureen Patin ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 29.2255 acres, more or less, situated in the Larkin McCarty Survey, Abstract 600, Collin County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, on or about July 28, 2009, the Town and the Owner entered into an Annexation Agreement ("2009 Annexation Agreement"), pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, relative to the Property; and

WHEREAS, the 2009 Annexation Agreement provided in Section 8 thereof, in part, that the term of said 2009 Annexation Agreement was five (5) years from the effective date of said Agreement; and

WHEREAS, it is the intent of the Town and the Owner to renew the 2009 Annexation Agreement for an additional five (5) year term, and that all other provisions of the 2009 Annexation Agreement shall remain in full force and effect except to the extent referenced in this Agreement.

NOW, THEREFORE, this Agreement is hereby made and entered into by the Town and the Owner for and in consideration of the foregoing premises and the mutual covenants contained hereinafter, the sufficiency of which are hereby acknowledged by the parties:

1. Extension of Term. The term of the 2009 Annexation Agreement is hereby extended an additional five (5) years, from the date of execution of this Agreement.
2. Provisions of 2009 Annexation Agreement in Full Force and Effect. All other provisions of the 2009 Annexation Agreement shall remain in full force and effect, except to the extent amended herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.



ATTEST:
[Signature]
Robyn Battle, Town Secretary

TOWN OF PROSPER, TEXAS

By: *[Signature]*
Harlan Jefferson, Town Manager

OWNER: *[Signature]*
Harold Patin

OWNER: *[Signature]*
Maureen Patin

STATE OF TEXAS)
)
COUNTY OF COLLIN)

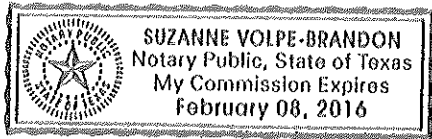
This instrument was acknowledged before me on the 23RD day of July, 2014, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper.



Carol Myers
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

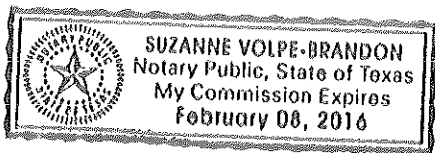
This instrument was acknowledged before me on the 9th day of may, 2014, by Harold Patin, Owner of the Property referenced herein, on his/her behalf.



Suzanne Volpe-Brandon
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 9th day of may, 2014, by Maureen Patin, Owner of the Property referenced herein, on his/her behalf.



Suzanne Volpe-Brandon
Notary Public, State of Texas

ANNEXATION AGREEMENT

AFTER RECORDING,
RETURN TO:
Town of Prosper
Attn: Matthew D. Denton
P.O. Box 307
Prosper, TX 75078

STATE OF TEXAS §
 § ANNEXATION AGREEMENT
COUNTY OF COLLIN §

This Annexation Agreement ("Agreement") is made and entered into as of this 3rd day of August, 2009, ("Effective Date") by and between the Town of Prosper, Texas, ("Town") and Harold and Maureen Patin ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 29.2255 acres, more or less, situated in the Larkin McCarty Survey, Abstract 600, Collin County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Town and the Owner desire that the property be developed as set forth herein; and

WHEREAS, Town in accordance with Section 43.035 of the Texas Local Government Code desires to annex certain lands including the Property; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code, Town is authorized to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality for purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172 of the Texas Local Government Code and for the purposes set forth in that section.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Owner agree as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents that it is the sole owner of the Property.

2. Use and Development.

- a. General. Except as provided for in Section 2(b) of this Agreement, the use and development of the Property before and after annexation shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth by the ordinances of Town (including but not limited to the Comprehensive Zoning Ordinance and the Subdivision Regulations) as they exist or may be amended. Prior to annexation, the Property shall be developed as if it has been designated with agriculture zoning.
- b. Existing Use. The Town recognizes that at the time of execution of this Agreement, the Owner is operating a Dog Training Facility on the Property (the "Existing Use"). For purposes of this section, a Dog Training Facility shall mean an establishment which provides classes for dogs, private lessons for dogs, board and train services for dogs, overnight boarding of dogs in indoor kennels, outdoor play yards for dogs to exercise, and is certified for a maximum occupancy of twenty (20) dogs. The hours of operation of the Dog Training Facility are currently 10am to 8pm, Sunday through Saturday. Although the Prosper Zoning Ordinance as adopted on May 10, 2005 prohibits a Dog Training Facility from being located in an Agricultural Zoning District, the owner shall be permitted to continue operating the Existing Use as long as so permitted under the applicable Texas and local law. Under no circumstance shall this paragraph be interpreted as a waiver by any party of any right, claim, defense, or legal argument regarding the existence, nature, and extent of the Town's power to require Owner to modify or discontinue the Existing Use after any future annexation. Without limitation of the foregoing, Owner expressly reserves any right, claim, defense or legal argument as to the Existing Use under Texas Local Government Code Section 43.002 (as the same may be from time to time amended) or under any successor to or recodification of such statute, and the Town reserves any right, claim, defense, or legal argument under its present and future ordinances relating to legal nonconforming uses and other ordinances that might affect the property.

3. Annexation and Zoning. Town will not annex the Property, unless requested to do so by Owner, during the term of this Agreement provided that Owner complies with the terms and conditions of this Agreement. The parties agree that Town, in its sole discretion, shall determine whether Owner is in compliance with the Agreement and whether it will approve annexation of the Property. Simultaneously with the termination of this Agreement, Town and Owner agree that Town may, in its sole discretion, initiate annexation proceedings for the Property (the "Annexation").

OWNER HEREBY RELEASES TOWN, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT/THEY MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS PARAGRAPH.

4. Water and Sewer Service. Following annexation of the Property by Town, Town agrees to provide sanitary sewer service for the Property in the same manner and in accordance to the same regulations as any development in Town and in accordance with the annexation service plan. Town agrees to provide water service for the Property in the same manner and in accordance to the same schedule as any development in Town if it can lawfully do so. Upon being requested to do so by Town, Owner agrees to execute and convey an easement to Town, at no cost to Town, on that portion of the Property reasonably needed by Town, in Town's sole discretion, to be used as a utility easement for water and sewer service, free from any liens or other encumbrances, for the construction and/or extension of water or sewer facilities. Said easement shall be materially in the same form as *Exhibit "B"* and *Exhibit "C"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the easement.

5. Right-of-Way Dedication for Prosper Trail. Upon being requested to do so by Town, Owner agrees to dedicate to Town, at no cost to Town, that portion of the Property reasonably needed by Town, in Town's sole discretion, to be used as right-of-way for Prosper Trail, free from any liens or other encumbrances, for the construction and/or extension of Prosper Trail ("ROW Property"). Said right-of-way dedication shall be by warranty deed materially in the same form as *Exhibit "D"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the right-of-way dedication.

6. Impact Fees. The Property shall be subject to impact fees adopted by Ordinance No. 06-91, as it exists or may be amended.

7. Other Development Fees. Town ordinances covering property taxes, park dedication and/or payment in lieu of dedication of land, utility rates, permit fees and the like are not affected by this Agreement and shall be applied to the Property in the same manner as any other Property located within Town's corporate boundaries. Further this Agreement does not waive or limit any of the obligations of Owners to Town under any other ordinance, whether now existing or in the future arising.

8. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. The term of this Agreement shall be five (5) years from the effective date. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of Town.

9. Default. If any party breaches any of the terms of this Agreement, then that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

10. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

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

With copy to: Rebecca Brewer
Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud Blvd.
Suite 300
P.O. Box 1210
McKinney, TX 75070-1210

Owner: Harold and Maureen Patin
3730 East Prosper Trail
Prosper, TX 75078

11. Miscellaneous.

(a) Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Owner shall give notice immediately to Town of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Owners' successors and assigns.

(b) Compliance with Ordinances. Except as provided for in this Agreement, the parties agree that the Owners shall be subject to all ordinances of Town. All construction will be in accordance with applicable ordinances and regulations of Town, whether now existing or in the future arising.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(d) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

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

(f) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(g) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Sovereign Immunity. The parties agree that Town has not waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

(l) 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

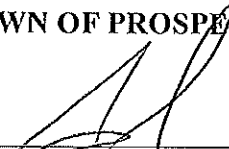
whole according to its fair meaning and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

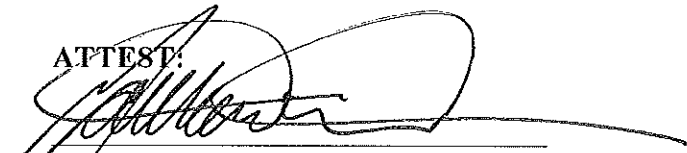
(m) Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

(n) No Chapter 245 Permit. This Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

TOWN OF PROSPER, TEXAS

By: 
Mike Land, Town Manager

ATTEST:

Matthew D. Denton, TRMC
Town Secretary

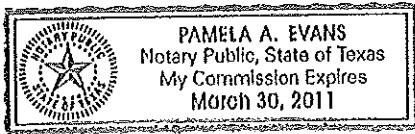
OWNER:

Harold and Maureen Patin

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Mike Land, Town Manager of Town of Prosper, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for Town of Prosper, Texas, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of August 2009.



Pamela A. Evans
Notary Public in and for the State of Texas
My Commission Expires:
March 30, 2011

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of May, 2009.



Melanie Y. Videan
Notary Public in and for the State of Texas
My Commission Expires:
June 27, 2012

Exhibit "A"
Description and Depiction of Property

Exhibit "B"
Water Line Easement Form
with Temporary Construction Easement

"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

AFTER RECORDING, PLEASE RETURN TO:

Town of Prosper
Attn: Matt Denton, Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

WATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____, a _____, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration to Grantor in hand paid by the **TOWN OF PROSPER, TEXAS**, a Texas Home Rule Municipal Corporation, hereinafter called "Grantee", the receipt and sufficiency of which are hereby acknowledged, does GRANT, DEDICATE, SELL and CONVEY to the Grantee, the easement and right to construct, reconstruct, operate, alter, relocate and perpetually maintain water line facilities, (the "Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property located in the Town of Prosper, Collin County, Texas, as more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property"). This conveyance also includes a temporary construction easement as described on Exhibit "B" attached hereto for the purpose of excavation, construction and laying of the Facilities within the Easement Property described herein (the "Temporary Construction Easement"). The Temporary Construction Easement granted herein will terminate and cease upon the completion of the construction of the Facilities and acceptance of the Facilities by the Town of Prosper. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property and/or Temporary Construction Easement, or any part thereof, and with the right of access across Grantor's adjacent property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith. Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement that were removed as a result of such work.

Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Easement Property and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct fences, driveways and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

This instrument shall constitute a covenant running with the land and shall benefit and burden the applicable real properties described herein and shall inure to the benefit of, and be binding upon, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

The individual executing this instrument on behalf of the Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of the Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on the Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

SIGNED my hand this _____ day of _____, 200__.

GRANTORS NAME HERE	
By:	_____
Name:	_____
Title:	_____
Address:	_____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 200__ by _____ its _____ of the _____, a _____ corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the liens against a portion of the Water Line Easement Property and Temporary Construction Easement evidenced by:

Deed of Trust dated _____ recorded under Clerk's File No. _____ from _____, a Texas _____, to _____, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ _____, payable to the order of _____; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by _____ to _____, a Texas _____ recorded under Clerk's File No. _____, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Water Line Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Water Line Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Water Line Easement and Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

[insert name of lienholder(s)]

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____; he/she acknowledged to me he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2006.

Notary Public in and for the State of Texas
My Commission Expires: _____

Exhibit "C"
Sanitary Sewer Easement Form
with Temporary Construction Easement

parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, Property and/or Temporary Construction Easement or any part thereof, and with the right of access across Grantor's adjacent property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith. Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement that were removed as a result of such work.

Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Easement Property and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use such property to landscape and build and construct fences, driveways and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on said Easement Property.

This instrument shall constitute a covenant running with the land and shall benefit and burden the applicable real properties described herein and shall inure to the benefit of, and be binding upon, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

The individual executing this instrument on behalf of the Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of the Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on the Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

SIGNED my hand this _____ day of _____, 200__.

GRANTORS NAME HERE
By: _____
Name: _____
Title: _____
Address: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 200__ by _____ its _____ of the _____, a _____ corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the liens against a portion of the Easement Property and Temporary Construction Easement evidenced by:

Deed of Trust dated _____ recorded under Clerk's File No. _____ from _____, a Texas _____, to _____, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ _____, payable to the order of _____; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by _____ to _____, a Texas _____ recorded under Clerk's File No. _____, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Sanitary Sewer Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Sanitary Sewer Easement and Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

[insert name of lienholder(s)]

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____; he/she acknowledged to me he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2007.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"

Exhibit "D"
Right of Way Warranty Deed Form

"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

AFTER RECORDING, PLEASE RETURN TO:
Town of Prosper
Attn: Matt Denton, Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

RIGHT OF WAY WARRANTY DEED

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ §

That _____, a Texas _____ ("Grantor"), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand to Grantor paid by the *TOWN OF PROSPER, TEXAS*, a Texas Home Rule Municipal Corporation ("Grantee") the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day GRANTED and by these presents does GRANT, GIVE, and CONVEY unto the said Grantee all the following described real estate, to-wit:

Being _____ acres of land, more or less, in the _____ Survey, Abstract No. _____, in the Town of Prosper, _____ County, Texas, more particularly depicted and described in Exhibits "A" and "B", respectively, attached hereto and incorporated herein for all purposes (the "Property").

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in _____ County, Texas; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 200__.

[type grantors name],
a Texas _____

By: _____
[type name and title]

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a Texas _____; and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 200__.

Notary Public in and for the State of Texas
My Commission Expires: _____

LIENHOLDER'S CONSENT TO PARTIAL RELEASE OF LIEN:

The undersigned, being the holder(s) of the lien against a portion of the Property and Temporary Construction Easement evidenced by:

Deed of Trust dated _____, recorded under Clerk's File No. _____, from _____, to _____, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ _____, payable to the order of _____; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by _____ to _____, recorded under _____, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Right of Way Warranty Deed and agrees that in the event of a foreclosure of the Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the conveyance made by this deed will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____ *Bank, a* _____

By: _____
Printed Name: _____
Its: _____
Address: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 200__, by _____, the _____ and duly authorized representative of _____ *Bank, a* _____, on behalf of said corporation.

Notary Public, State of Texas

PREPARED IN THE OFFICES OF:
ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.
1700 Redbud Blvd., Suite 300
McKinney, TX 75070

EXHIBIT "A"

EXHIBIT "B"

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/20/2014 02:41:52 PM
\$166.00 SCAPELA
20141020001145050



A handwritten signature in cursive script that reads "Stacey Kemp".

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 24, 2019

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Second Amended Annexation Agreement between Y-C Nurseries, Inc. and the Town of Prosper, Texas, regarding a 12.38± acre property, generally located on the north side of US 380, west of Dallas Parkway.

Description of Agenda Item:

In 2009, the Town entered into multiple five-year Annexation Agreements with the remaining unincorporated properties within Collin County and in the Town's Extraterritorial Jurisdiction (ETJ). In 2014, the Town extended those agreement for an additional five-year term. These agreements ensure that development will be in accordance with the Town's standards. The Town has offered to extend the agreement by offering a Second Amended Annexation Agreement for an additional five (5) years. The subject property is eligible for a Second Amended Annexation Agreement, and the property owner has agreed to extend their Agreement.

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. Annexation Agreement Exhibit
2. Second Amended Annexation Agreement
3. Exhibit A
4. 2014 Annexation Agreement

Town Staff Recommendation:

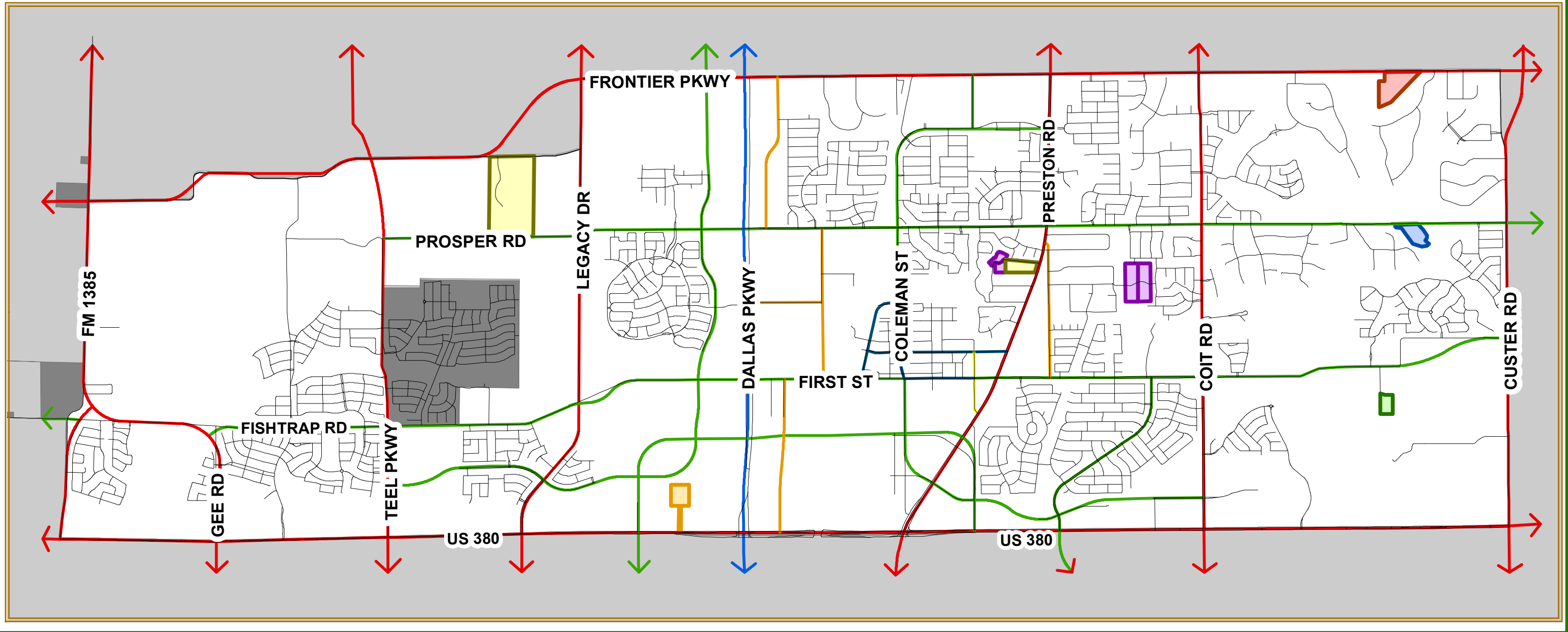
Town staff recommends the Town Council authorize the Town Manager to execute a Second Amended Annexation Agreement between Y-C Nurseries, Inc. and the Town of Prosper, Texas, regarding a 12.38± acre property, generally located on the north side of US 380, west of Dallas Parkway.

Proposed Motion:

I move to authorize the Town Manager to execute a Second Amended Annexation Agreement between Y-C Nurseries, Inc. and the Town of Prosper, Texas, regarding a 12.38± acre property, generally located on the north side of US 380, west of Dallas Parkway.

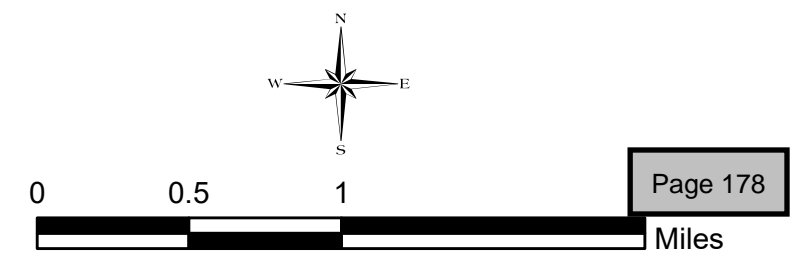
Town of Prosper

Annexation Agreement Exhibit



Legend

- OM Frontier Estates Property
- Patin Property
- Y-C Nurseries Property
- Annexation Process Instigated
- Extension Accepted but Agreement Not Received
- No Response to Extension Offer
- ETJ



extent amended herein. Further, in the event that there is no extension of this Agreement for an additional Term, after the fifth anniversary of execution of this Agreement, the Town may annex the Property during the three (3) year period following the date of termination of this Agreement. During said three (3) year period following the date of termination of this Agreement, the Property shall be subject to annexation at the discretion of the Town and Landowner agrees that such annexation shall be voluntary and Landowner hereby irrevocably consents to such annexation.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson, Town Manager

ATTEST:

Robyn Battle, Town Secretary

OWNER:

(Owner's Typed Name)

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2019, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2019, by _____, Owner of the Property referenced herein, on his/her behalf.

Notary Public, State of Texas

[Note: If there are multiple owners, each will sign the Agreement and have their signatures notarized]

Exhibit A

Description and Depiction of Property



AFTER RECORDING, RETURN TO:
Town of Prosper
P.O. Box 307
Prosper, Texas 75078

STATE OF TEXAS)
)
COUNTY OF COLLIN)

AMENDED ANNEXATION AGREEMENT

This Amended Annexation Agreement ("Agreement") is made and entered into as of this 23rd day of July, 2014 ("Effective Date"), by and between the Town of Prosper, Texas ("Town"), and Y-C Nurseries, Inc. ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 12.376 acres, more or less, situated in the Collin County School Land Survey, Abstract 147, Collin County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, on or about January 29, 2009, the Town and the Owner entered into an Annexation Agreement ("2009 Annexation Agreement"), pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, relative to the Property; and

WHEREAS, the 2009 Annexation Agreement provided in Section 7 thereof, in part, that the term of said 2009 Annexation Agreement was five (5) years from the effective date of said Agreement; and

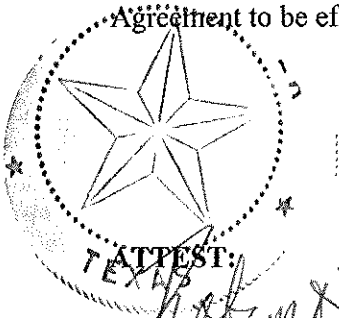
WHEREAS, it is the intent of the Town and the Owner to renew the 2009 Annexation Agreement for an additional five (5) year term, and that all other provisions of the 2009 Annexation Agreement shall remain in full force and effect except to the extent referenced in this Agreement.

NOW, THEREFORE, this Agreement is hereby made and entered into by the Town and the Owner for and in consideration of the foregoing premises and the mutual covenants contained hereinafter, the sufficiency of which are hereby acknowledged by the parties:

1. Extension of Term. The term of the 2009 Annexation Agreement is hereby extended an additional five (5) years, from the date of execution of this Agreement.

2. Provisions of 2009 Annexation Agreement in Full Force and Effect. All other provisions of the 2009 Annexation Agreement shall remain in full force and effect, except to the extent amended herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.



Robyn Battle
Robyn Battle, Town Secretary

TOWN OF PROSPER, TEXAS

By: Harlan Jefferson
Harlan Jefferson, Town Manager

OWNER:
Dail C. Yang
Y-C Nurseries, Inc.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 23RD day of July, 2014, by Harlan Jefferson, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper.



Carol Myers
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 6th day of May, 2014, by Y-C Nurseries, Inc., Owner of the Property referenced herein, on his/her behalf.



Virginia Lee de Silva
Notary Public, State of Texas

ANNEXATION AGREEMENT

AFTER RECORDING,
RETURN TO:

STATE OF TEXAS §
 § ANNEXATION AGREEMENT
COUNTY OF COLLIN §

This Annexation Agreement ("Agreement") is made and entered into as of this 29 day of January, 2009, ("Effective Date") by and between the Town of Prosper, Texas, ("Town") and David M. Leinen ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 12.376 acres, more or less, situated in the Collin County School Land Survey, Abstract No. AO147, Collin County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Town and the Owner desire that the property be developed as set forth herein; and

WHEREAS, Town in accordance with Section 43.035 of the Texas Local Government Code desires to annex certain lands including the Property; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code, Town is authorized to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality for purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172 of the Texas Local Government Code and for the purposes set forth in that section.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Owner agree as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents that it is the sole owner of the Property.

2. Use and Development.

a. General. Except as provided for in Section 2(b) (c) and (d) of this Agreement, the use and development of the Property before and after annexation shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth by the ordinances of Town (including but not

limited to the Comprehensive Zoning Ordinance and the Subdivision Regulations) as they exist or may be amended. Prior to annexation, the Property shall be developed as if it has been designated with Agricultural (A) zoning.

- b. Existing Use. The Town recognizes that at the time of execution of this Agreement, the Owner is operating a Major Nursery on the Property (the "Existing Use"). For purposes of this section, a Major Nursery shall mean an establishment for the cultivation and propagation, display, storage, and sale (retail and wholesale) of large plants, shrubs, trees, and other materials used in indoor or outdoor plantings; and the contracting for installation and/or maintenance of landscape materials as an accessory use, with outdoor display and storage permitted. Although the Prosper Zoning Ordinance as adopted on May 10, 2005 prohibits Major Nurseries from being located in an Agricultural Zoning District, the Owner shall be permitted to continue operating the Existing Use as long as so permitted under the applicable Texas and local law. At the time of execution of this agreement, the parties cannot agree as to what, if any, power the Town will have to require Owner to modify or discontinue the Existing Use or the Planned Projects after any future annexation. Under no circumstance shall this paragraph be interpreted as a waiver by either party of any right, claim, defense, or legal argument regarding the existence, nature, and extent of the Town's power to require Owner to modify or discontinue the Existing Use or the Planned Projects after any future annexation. Without limitation of the foregoing, Owner expressly reserves any right, claim, defense or legal argument as to the Existing Use and the Planned Projects under Texas Local Government Code Section 43.002 (as the same may be from time to time amended) or under any successor to or recodification of such statute, and the Town reserves any right, claim, defense or legal argument under its present and future ordinances relating to legal nonconforming uses and other ordinances that might affect the Property.
- c. Planned Projects. The Town recognizes that at the time of execution of this Agreement, the County has issued building permits to the Owner for the expansion and improvements of the Existing Use ("Planned Projects"). Copies of these permits are attached hereto as *Exhibit "B"* (County-issued Permits). Except as otherwise provided herein, the Owner does not need to apply for additional permits from the Town to construct the Planned Projects, but what qualifies as part of the Planned Project shall be strictly construed to only include those improvements and expansions expressly allowed for under the County-issued Permits. For example, if one of the permits allows for the construction of a metal building, the Owner may not erect a masonry building without first complying with the Town's ordinances and obtaining a permit from the Town. Furthermore, if the Owner fails to initiate the Planned Projects before the expiration of the County-issued Permits, then such

Planned Projects may not be initiated without first complying with the Town's ordinances and obtaining a permit from the Town.

- d. Screening. Screening requirements in Chapter 4, Section 5 of 2.0 of the Prosper Zoning Ordinance (Ordinance No. 05-20 and Ordinance No. 07-42), as it exists or may be amended, shall not be enforced against the Property until a permit is requested relating to the Property, at which time, all screening requirements must be met before such permit is issued.

3. Annexation. Town will not annex the Property, unless requested to do so by Owner, during the term of this Agreement provided that Owner complies with the terms and conditions of this Agreement. Simultaneously with the termination of this Agreement, Town and Owner agree that Town may, in its sole discretion, initiate annexation proceedings for the Property (the "Annexation").

EXCEPT AS OTHERWISE PROVIDED IN SECTION 2B OF THIS AGREEMENT, OWNER HEREBY RELEASES TOWN, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT/THEY MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS PARAGRAPH OR PARAGRAPH 8 OF THIS AGREEMENT.

4. Water and Sewer Service. Following annexation of the Property by Town, Town agrees to provide sanitary sewer service for the Property in the same manner and in accordance to the same schedule as any retail development in Town if it can legally do so and in accordance with the annexation service plan. Town agrees to provide water service for the Property in the same manner and in accordance to the same schedule as any development in Town if it can lawfully do so. Upon being requested to do so by Town, Owner agrees to execute and convey an easement to Town, at no cost to Town. This easement shall be located along the Property line abutting Highway 380 and extending 100 (one hundred) feet north of said property line. Such easement shall be used as a utility easement for the construction and/or extension of water and/or sewer facilities. The Owner shall deliver such easement free from any liens or other encumbrances. Said easement shall be materially in the same form as *Exhibit "C"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the easement.

5. Impact Fees. The Property shall be subject to impact fees adopted by Ordinance No. 06-91, as it exists or may be amended. Impact fees shall not be assessed in relation to the continued operation of the Existing Use and/or the Planned Projects. If Ordinance No. 06-91 requires impact fees for any development beyond the Planned Projects and/or a change of use on the Property, such impact fees shall be required.

6. Other Development Fees. Town ordinances covering park dedication and/or payment in lieu of dedication of land, permit fees, escrow fees and the like ("Other Development Fees") are not affected by this Agreement and shall be applied to the Property in the same manner as any other Property located within Town's corporate boundaries. Other Development Fees shall not be assessed in relation to the continued operation of the Existing Use and/or the Planned Projects. However, other Development Fees, if authorized under the Town's ordinances, shall be assessed (a) for any

change in use on the Property, or (b) any development or construction that does not qualify as a Planned Projects.

7. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. The term of this Agreement shall be five (5) years from the effective date. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of Town.

8. Default. If any party breaches any of the terms of this Agreement, that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity. In addition to the other remedies available to the parties, if the Owner breaches or is in default on this Agreement and fails to cure such breach or default within the cure period as stated herein, both parties agree that such breach or default shall constitute the Owner's petition for voluntary annexation.

9. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

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

With copy to: Abernathy, Roeder, Boyd & Joplin, P.C.
Attn: Rebecca Brewer
1700 Redbud Blvd., Suite 300
P.O. Box 1210
McKinney, Texas 75070-1210

Owner: Y-C Nurseries, Inc.
Attn: David M. Leinen, President
P.O. Box 59302
Dallas, Texas 75229

10. Miscellaneous.

(a) Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Owner shall give notice immediately to Town of the name, address, phone number and contact person of the person or entity acquiring an interest in the

Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Owners' successors and assigns.

(b) Compliance with Ordinances. Except as provided for in Section (2)(b),(c), and (d), the parties agree that the Owners shall be subject to all ordinances of Town, and all construction will be in accordance with applicable ordinances and regulations of Town, whether now existing or in the future arising.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(d) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

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

(f) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(g) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Sovereign Immunity. The Town hereby waives its sovereign immunity with regards to any breach by the Town of this Agreement, but shall maintain its sovereign immunity in all other regards.

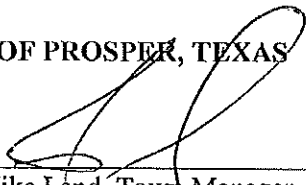
(l) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document

(m) Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

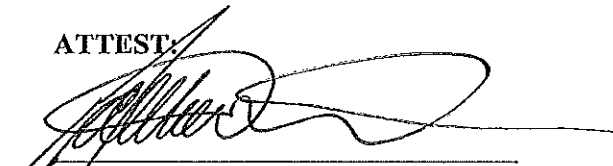
(n) No Chapter 245 Permit. This Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

TOWN OF PROSPER, TEXAS

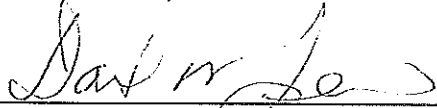
By: 
Mike Land, Town Manager

ATTEST:


Matthew Denton, Town Secretary

OWNER:

Y-C NURSERIES, INC.

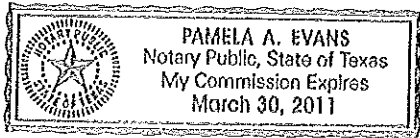
By: 
David M. Leinen, President

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Mike Land, Town Manager of Town of Prosper, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for Town of Prosper, Texas, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of March, 2009.

Pamela A. Evans
Notary Public in and for the State of Texas
My Commission Expires:
3-30-11



STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared David M. Leinen, President, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for Y-C Nurseries, Inc., and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of January, 2009.

Virginia Desilva
Notary Public in and for the State of Texas
My Commission Expires:

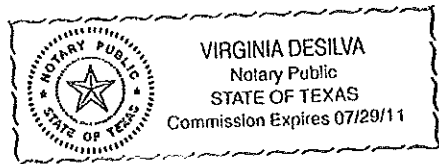


Exhibit "A"
Description and Depiction of Property

EXHIBIT "A"

Being a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, and being 12.376 acres, out of a 25 acre tract which is described in a Deed recorded in Clerk's File No. 99-84538, Collin County Land Records, and out of a 8.655 acre tract which is described in a Deed recorded in Clerk's File No. 99-0104398, Collin County Land Records, and being more particularly described as follows:

BEGINNING at a point in the North line of U.S. Highway No. 380, said point being the Southeast corner of a 5.490 acre tract conveyed to Five Sac Self Storage Corp, as recorded in Volume 4762, Page 1011 of the Deed Records of Collin County, Texas;

THENCE North 00 deg. 43 min. 47 sec. East along the East line of said 5.490 acre tract, 845.10 feet to a 5/8" iron rod found for corner;

THENCE North 89 deg. 29 min. 36 sec. West along the North line of said 5.490 acre tract, 283.02 feet to a 5/8" iron rod found for corner;

THENCE North 00 deg. 43 min. 45 sec. East, 734.12 feet to an iron pipe found for corner;

THENCE South 89 deg. 43 min. 07 sec. east, 238.68 feet to a 1/2" iron rod found for corner;

THENCE South 89 deg. 42 min. 32 sec. East, 407.95 feet to a 1/2" iron rod with red FD cap set for corner;

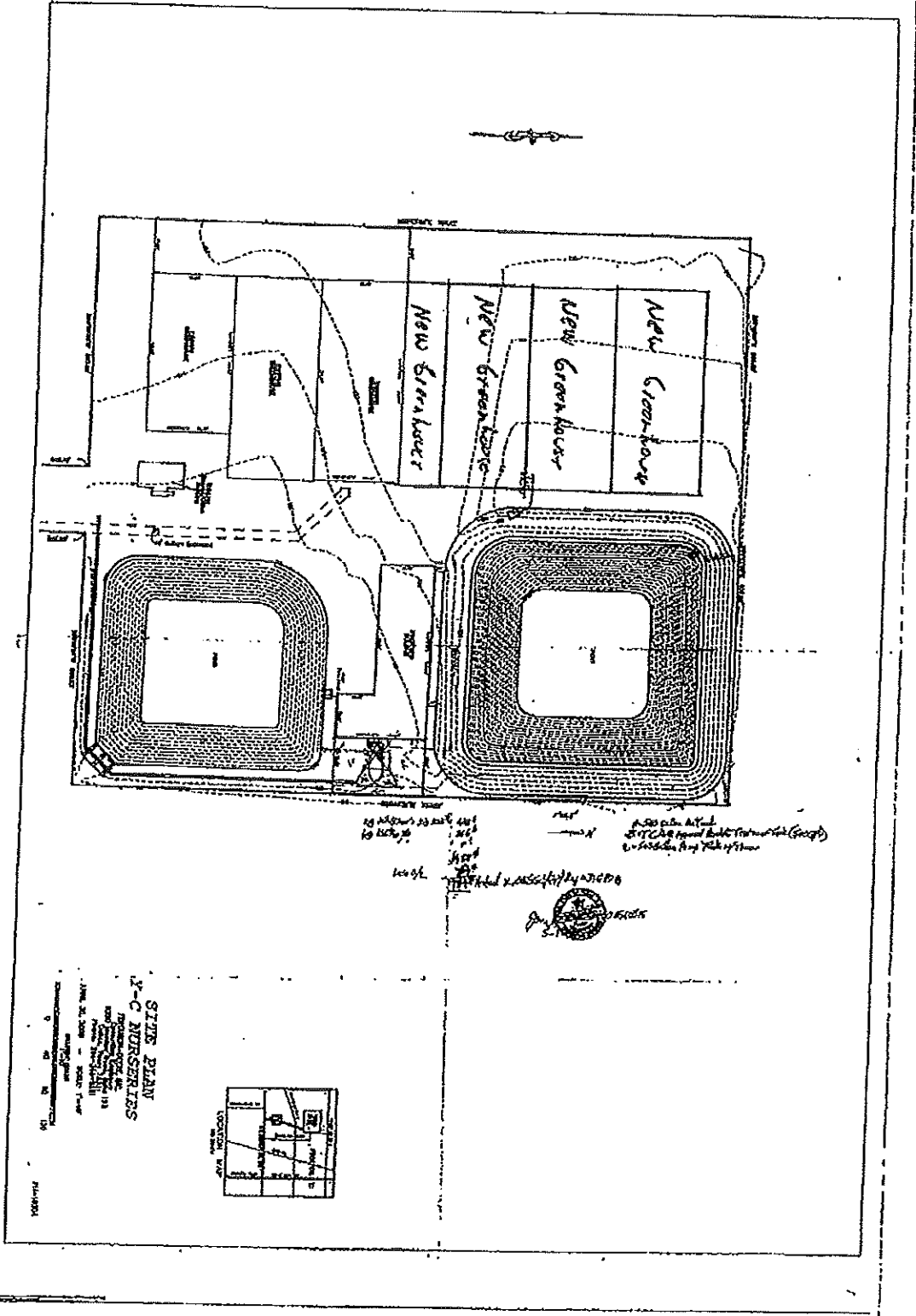
THENCE South 00 deg. 44 min. 34 sec. West, 737.89 feet to a 1/2" iron rod with red FD cap set for corner;

THENCE North 89 deg. 15 min. 26 sec. West, 288.23 feet to a 1/2" iron rod with red FD cap set for corner;

THENCE South 00 deg. 44 min. 34 sec. West, 845.00 feet to a 1/2" iron rod with red FD cap set for corner in the North line of U.S. Highway No. 380;

THENCE North 89 deg. 29 min. 33 sec. West along said North line, 75.00 feet to a 5/8" iron rod found for corner and containing 12.376 acres (539,103 square feet) of land.

Exhibit "B"
County-Issued Permits



Y-C Nurseries Inc.
1532 Hwy 380 West
Permit # 08-1406
Dave Leinen / 972-241-0748

Bldg. Info:

12,000 sq. ft.

of bathrooms: 4

of employees: $6 \times 4 = 24$ GPD

Hours of operation: 7a – 5p Monday – Friday

Occupancy load: $7 \times 4 = 28$ GPD**OSSF Info:**

Aerobic

T 500

A 500

P 500

2@20'

2-20' @ 200 = 1395 sq. ft.

1-13.5' @ 180 = 286 sq. ft.

- 734 sq. ft. of overlap area = 947 total sq. ft. of application area.

OSSF is designed for a max GPD of 40

Permit conditions -- This permit is approved for a warehouse/office type of usage ONLY with the following conditions. Any change in usage is a violation of permit conditions. Notify Collin County Development Services prior to change in usage (failure to comply with the conditions will result in permit revocation and/or fines):

- Hours of operation: Monday – Friday 7a – 5p
- Business is closed Saturday and Sunday.
- Only 6 full time employees on the premises at ANY time during business hours ONLY.
- Approved maximum GPD of 28 and can NOT be exceeded.
- Business is not open to the public.
- OSSF is approved for connection to restrooms, ONLY (hand-washing sinks, toilets, etc). No water from floor drains, equipment wash-down, etc will be allowed in this system.

Collin County Development Services

Permit ID Card # 08-1406

STRUCTURE AND OSSF

(CONSTRUCTION CARD TO BE PLACED IN VIEW &

OF SITE UNTIL COMPLETION OF PROJECT)

Company Name:

Y-C NURSERIES

Location:

1532 Hwy. 380 W.

Power Company: CServ Issue Date: 2/6-08 OSSF Permit Expiration Date: 2/6-09

THIS IS NOT A PERMIT - SEE PRINTED PERMIT FOR REQUIREMENTS

Y-C Nurseries Inc.
1532 Hwy 380 West
Permit # 08-1406
Dave Leinen / 972-241-0748

Bldg. Info:

12,000 sq. ft.

of bathrooms: 4

of employees: $6 \times 4 = 24$ GPD

Hours of operation: 7a - 5p Monday - Friday

Occupancy load: $7 \times 4 = 28$ GPD**OSSF Info:**

Aerobic

T 500

A 500

P 500

2@20'

2-20' @ 200 = 1395 sq. ft.

1-13.5' @ 180 = 286 sq. ft.

- 734 sq. ft. of overlap area = 947 total sq. ft. of application area.

OSSF is designed for a max GPD of 40

Permit conditions - This permit is approved for a warehouse/office type of usage **ONLY** with the following conditions. Any change in usage is a violation of permit conditions. Notify Collin County Development Services prior to change in usage (failure to comply with the conditions will result in permit revocation and/or fines):

- Hours of operation: Monday - Friday 7a - 5p
- Business is closed Saturday and Sunday.
- Only 6 full time employees on the premises at ANY time during business hours **ONLY**.
- Approved maximum GPD of 28 and can NOT be exceeded.
- Business is not open to the public.
- OSSF is approved for connection to restrooms, **ONLY** (hand-washing sinks, toilets, etc). No water from floor drains, equipment wash-down, etc will be allowed in this system.

Coffin County Development Services

Permit ID Card # 08-172424

STRICTLY ONLY

(OPERATION CARD TO BE PLACED IN VIEW &

ON SITE UNTIL COMPLETION OF PROJECT)

Occupancy Name: Y-C NURSERY, INC.

Location: 1534 W. HUBY. 380

Power Company: Co Serv Issue Date: 8-11-08

THIS IS NOT A PERMIT - SEE PRINTED PERMIT FOR REQUIREMENTS

Collier County Development Services

Permit ID Card # 08-1406

STRUCTURE AND OSSF

(IDENTIFICATION CARD TO BE PLACED IN TRUCK &

ON SITE UNTIL COMPLETION OF PROJECT)

Occupancy Name:

V-C ADVISORIES

Location:

1532 HUBY. 380 LD.

Permit (Component) **Co Serv Issue Date- 26-08 OSSF Permit Expiration Date- 26-09**

THIS IS NOT A LICENSE TO OPERATE THE OSSF

THIS IS NOT A PERMIT - SEE PERMITD PERMIT FOR REQUIREMENTS

RETAIN THIS PORTION FOR YOUR RECORDS

PERMIT NO. 08-1744 DATE 8-11-08

PERMIT NAME: Y-C Nurseries, Inc.

THIS INFORMATION IS REQUIRED WHEN SCHEDULING INSPECTIONS
TO SCHEDULE AN INSPECTION, PLEASE CALL
(972)548-5585 OR METRO (972)424-1460 EXT. 5585

COLLIN COUNTY DEVELOPMENT SERVICES
222 N. McDonald St., Ste. 101

Mckinney, Texas 75049
972/548-3385

Application Number 08-0001740 Page
Date 8/11/08 5

Special Notes and Comments

There is evidence of an illegal water meter connection at the time of final inspection. The inspection will be failed and will not be passed until approval is issued from the water surveyor in writing and a copy submitted to Development Services. Absolutely NO plumbing or electrical work shall be covered before being inspected and approved by Collin County Inspector - NO EXCEPTIONS. YOU WERE GIVEN A LETTER FROM COLLIN COUNTY FIRE MARSHAL DATED 8-6-08 THIS LETTER DETAILS ADDITIONAL COMPLIANCE ISSUES FOR YOUR SPECIFIC OCCUPANCY TYPE. IF YOU DID NOT RECEIVE THE LETTER OR IF YOU HAVE ANY QUESTIONS PLEASE CALL OUR OFFICE AT 972/548-3385. THANK YOU.
7/5/08 09:11:2008 07:58 AM JAMES17
*****YOU MUST have this permit number available when*****
*****rescheduling inspections - NO INSPECTION WILL BE*****
*****SCHEDULED WITHIN PERMIT NUMBER.*****
*****NOTE: During any inspection, the inspector will ONLY note the first five (5) failing code items. Once an inspector has identified five (5) failing items, the inspection will cease at that time and no further items will be inspected. These failing items and any other situations contrary to adopted codes must be corrected for any re-inspection. A failed re-inspection will result in a penalty fee. IF THIS IS YOUR FIRST PROJECT IN COLLIN COUNTY, PLEASE SCHEDULE A MEETING WITH AN INSPECTOR PRIOR TO BEGINNING YOUR PROJECT TO AVOID ANY PROJECT DELAYS AND/OR FEES.***
I certify that I am the property owner or the property owner's agent and that I have received, read and understand all "Special Notes and Comments"/permit requirements and I understand that this printed permit must be presented to the property owner!

David M. Leinen
Signature

08/12/08
Date Received

DAVID M. LEINEN
Printer Name

Fee Summary	Charged	Paid	Credited	Due
Permit Fee Total	11384.70	.00	.00	11384.70
Grand Total	11384.70	.00	.00	11384.70

MUST have Permit Location Card posted along with 911 Permit address posted VISIBLE from street. If inspection will NOT be performed.

DELLIN COUNTY DEVELOPMENT SERVICES
 323 N. McDonald St., Ste. 12A

Waxahatchee, Texas 75167
 972-526-0585

Application Number 05-00001704 Page
 Property Address 1034 (PROSPER) W HIGHWAY 880 Date 9/11/08
 Tax ID Number
 Old Address
 Tenant nbr. name
 Application description COMMERCIAL OTHER % REFINISHED (ELEC ONLY)
 Subdivision Name

Permit COMMERCIAL SHELL-TENANT FINISH

Additional: cost

Required inspections

Seq	Inspection Code	Description	Initials	Date
10-10	NC01	INSPECTION 1 (7-POLE)		
10-10	NC05	INSPECTION 5 (RCH-FL 881)		
10-10	NC08	INSPECTION 8 (ELEC ROUGH)		
10-10	NC09	INSPECTION 9 (FINISH)		
10-10	SP4	OSPF FINAL INSPECTION		
10-10	SP3	OSPF INITIAL INSPECTION		
10-10	NC13	INSPECTION 13 (ALSO TOP-OUT)		
10-10	NC23	INSPECTION 23 (ELEC FIXTURES)		
10-10	NC08	INSPECTION 8 MISCELLANEOUS		
10-10	NR07	INSPECTION 7 FOR C.B.		

RETAIN THIS PORTION FOR YOUR RECORDS

MIT NO. 08-1406 DATE: 6-26-08

MIT NAME: V-C Nurseries

THIS INFORMATION IS REQUIRED WHEN SCHEDULING INSPECTIONS
TO SCHEDULE AN INSPECTION, PLEASE CALL
(972)548-5585 OR METRO (972)424-1460 EXT. 5585



COLLIN COUNTY DEVELOPMENT DEPT 1001
500 W. MCKINNEY ST. SUITE 100

Building Under Construction
1042 S.W. 2502

Application Number 10-17-01-000 Date 1 24 08
Property Address 1042 W. MCKINNEY & HIGHWAY 250
Tax ID Number
Site Address
Parent Org. Name * AEROBIC SYSTEM **
Application type description COMMERCIAL OFFICES, BANKS & PROFESSION. BLD
Subdivision Name
Application valuation

Owner Contractor
D-D NURSERIES, INC. MCCARTY PATRICK / NOT MP
PO BOX 20302 1150 OLD TIGGA RD
DALLAS TX 75220 SENTER TX

--- Structures Information (000 100) OFFICE-WAREHOUSE/AEROBIC SYSTEM ---
Construction type **NEEDS TO BE ENTERED**
Occupancy type **NEEDS TO BE ENTERED**
Flood Zone FLOOD ZONE
Other struct info
*SEE FILES FILE #1-2347
RECORDED ASST. PL. FILED N
SURVEY FILED Y
PLOT LOCATION FILED Y
LOG PLANS FILED Y
RECORD XX
*SEE SITE EVAL. FILED Y
*SEE DESIGN FILED Y
*SEE APPTD FILED Y
*SEE SVC. CONTR. Y
FIREPLACE (Y/N) N
LOG LIGHTED (Y/N) N
HEATING (ELEC./LP) LP
HOT WATER (ELEC./LP) ELEC
OF BEDROOMS 1,00
OF BATHS 4,00
ELECTRICAL COMPANY CO SERV
*CITY XX
*ZIP XX
*FIRE DISTRICT XX

Permit COMMERCIAL BUILDING
Additional desc
Sub Contractor BAILEY TOM
Sub Contractor BAILEY TOM
Permit Fee \$250.00
Issue Date 8/24/08 Valuation
Qty Unit Charge Per Extension
12000.00 2.0000 BASE FEE 250.00
COMMERCIAL 2400.00

Permit OSSF SURFACE IMPROVEMENT
Additional desc
Permit Fee 475.00
Issue Date 8/22/08 Valuation
Expiration Date 8/26/09
Qty Unit Charge Per Extension
1.00 475.0000 OSSF NEW COMMERCIAL - MAINT 475.00

Special Notes and Comments
FOR MOST CURRENT VERSIONS OF THE FOLLOWING CODES WILL HAVE
TO BE FOLLOWED BY CONSTRUCTION AND OPERATION OF YOUR
PROJECT:
INTERNATIONAL FIRE CODE
INTERNATIONAL BUILDING CODE

MAY have Permit Location Data entered along with PII Survey
Address posted VISIBLE from roadway or inspection WILL NOT
be performed.

COLLIN COUNTY DEVELOPMENT SERVICES
200 N. HICKORY AVE., STE. 100
MCKINNEY, TEXAS 75069

McKinney, Texas 75069
714 548 5325

Application Number 06-1004494 Page
Date 6/26/08

Special Notes and Comments
INTERNATIONAL PLUMBING CODE
INTERNATIONAL MECHANICAL CODE
INTERNATIONAL FIRE CODE (NFPA)
NATIONAL ELECTRIC CODE

It is illegal to run 2" water services off of 1 water meter. You must verify that the water connection that you have made will mate to a water purveyor's meter in a legal and approved connection. If there is evidence of an illegal water meter connection at the time of final inspection, the inspection will be failed and will not be passed until approval is issued from the water purveyor in writing, and a copy submitted to Development Services.

ABSOLUTELY NO plumbing or electrical work shall be covered before being inspected and approved by Collin County Inspector - NO EXCEPTIONS**
YOU WERE GIVEN A LETTER FROM COLLIN COUNTY FIRE MARSHAL DATED 4-13-08. THIS LETTER DETAILS ADDITIONAL COMPLIANCE ISSUES FOR YOUR SPECIFIC OCCUPANCY TYPE. IF YOU DID NOT RECEIVE THE LETTER OR IF YOU HAVE ANY QUESTIONS PLEASE CALL OUR OFFICE AT 972/548 5325. THANK YOU.
7/5/06/23/2008 12:13 PM JAMES17

DOE TO THE CLOSE PROXIMITY OF THE OSSF SPRAY TO 1 OR MORE PROPERTY LINE(S), SPRINKLER OPERATION SHALL BE CONTROLLED BY COMMERCIAL IRRIGATION TIMER SET TO SPRAY ONLY BETWEEN MID-NIGHT AND 5:00 AM**

These instructions MUST be provided to the individual that will be installing the OSSF (licensed individual or homeowner).

Final Power will not be released to structure until OSSF final inspection has been passed/issued**

- **OSSF PERMIT EXPIRES 1 YEAR FROM DATE OF ISSUANCE**
- (1) AN AERobic SYSTEM IS APPROVED AS DESIGNED.
- (2) MUST BACKFILL WITH APPROVED SOIL.
- (3) OSSF SYSTEMS REQUIRING ANY ELECTRICAL PUMP OR SERVICE WILL BE REQUIRED TO MEET NEC STANDARDS WITH A 10-3 WITH A GROUND AS A MINIMUM TO BE RULLED.
- (4) INSTALLER HAS TO BE ON SITE FOR ANY OSSF INSPECTION
- (5) NO PART OF AN OSSF CAN BE WITHIN 25' OF A SWIMMING POOL.
- (6) ADDRESS MUST BE POSTED ALONG WITH PERMIT DURING ALL PHASES OF CONSTRUCTION.

SIGNED SERVICE CONTRACT MUST BE ON FILE PRIOR TO FINAL INSPECTION
FILED PUBLIC RECORDS AFFIDAVIT SHOWING OWNERSHIP MUST BE ON FILE IN DEVELOPMENT SERVICE OFFICE PRIOR TO FINAL INSPECTION

SPRAY AREAS AS DESIGNED - 90" SQ FT
734 sq. ft. of overlap area
MAXIMUM LOADING IN THE SYSTEM - 13 GPD ***
500 gal trash 500 gal sump unit 500 gal sump tank
Load configuration: % of heads Radius & degrees of spray
(2)20' @ 200 degrees
(1) 13.5' @ 100 degrees

Permit conditions - This permit is approved for a warehouse office use of usage ONLY with the following conditions. Any change in usage is a violation of permit conditions. Notify Collin County Development Services prior to change in usage (failure to comply with the conditions will result in permit revocation and/or fines)

MUST have permit location card posted along with 3rd Rural Address posted VISIBLE from roadway or inspection WILL NOT be performed.

INDIAN COUNTY DEPARTMENT SERVICES
202 N. McDONELL ST., ETC., IN

Address: Tapan 7006
912-242-5100

Application Number: 03-00001406 Page Date: 6/26/08

Special Notes and Comments
* Hours of operation: Monday - Friday 7a - 3p
* Business is closed Saturday and Sunday.
* Only full time employees on the premises at any time during business hours ONLY.
* Approved maximum SPD of 55 and can NOT be exceeded.
* Business is not open to the public.
* SPD is required for connection to restrooms, ONLY hand-washing sinks, toilets, etc. No water from floor drains, equipment wash-down, etc will be allowed in this event.
***** YOU MUST have this permit number available when*****
***** scheduling inspections - NO INSPECTION will be *****
***** SCHEDULED WITHOUT PERMIT NUMBER. *****
I certify that I am the property owner or the property owner's agent and that I have received, read and understand all "Special Notes and Comments" permit requirements and I understand that this printed permit must be presented to the property owner.

David M. Leinen
Signature
DAVID M LEINEN
Printed Name

06/27/08
Date Received

Fee Summary	Charged	Paid	Credited	Due
Permit Fee Total	3125.00	.00	.00	3125.00
Grand Total	3125.00	.00	.00	3125.00

MUST have Permit Location Card placed along with 911 Rural Address posted VISIBLE from road or inspection will NOT be performed.

COLLEGE COUNTY DEVELOPMENT SERVICES
 210 N. Main Street, Suite 100

Waco, Texas 76798
 767-774-7600

Permit Number: 10-1001200
 Issue Date: 6-28-10
 Property Address: 1338 FORTRESS W HIGHWAY 30C
 City Address: WACO, TEXAS 76798
 Parcel No. Name: * GENORIC SYSTEM *
 Application Description: COMMERCIAL OFFICES, BANKS & STORES, ETC
 Subdivision Name:

Results of Inspections

Seq	Inspection Date	Description	Initials	Date
Permit type: COMMERCIAL BUILDING				
10-11	10/11/10	INSPECTION 1 (1-FOE)		
10-12	10/12/10	INSPECTION 2 (2-1-1)		
10-13	10/13/10	INSPECTION 3 (3-1-1)		
10-14	10/14/10	INSPECTION 4 (4-1-1)		
10-15	10/15/10	INSPECTION 5 (5-1-1)		
10-16	10/16/10	INSPECTION 6 (6-1-1)		
10-17	10/17/10	INSPECTION 7 (7-1-1)		
10-18	10/18/10	INSPECTION 8 (8-1-1)		
10-19	10/19/10	INSPECTION 9 (9-1-1)		
10-20	10/20/10	INSPECTION 10 (10-1-1)		
10-21	10/21/10	INSPECTION 11 (11-1-1)		
10-22	10/22/10	INSPECTION 12 (12-1-1)		
10-23	10/23/10	INSPECTION 13 (13-1-1)		
10-24	10/24/10	INSPECTION 14 (14-1-1)		
10-25	10/25/10	INSPECTION 15 (15-1-1)		
10-26	10/26/10	INSPECTION 16 (16-1-1)		
10-27	10/27/10	INSPECTION 17 (17-1-1)		
10-28	10/28/10	INSPECTION 18 (18-1-1)		
10-29	10/29/10	INSPECTION 19 (19-1-1)		
10-30	10/30/10	INSPECTION 20 (20-1-1)		
10-31	10/31/10	INSPECTION 21 (21-1-1)		
10-32	10/32/10	INSPECTION 22 (22-1-1)		
10-33	10/33/10	INSPECTION 23 (23-1-1)		
10-34	10/34/10	INSPECTION 24 (24-1-1)		
10-35	10/35/10	INSPECTION 25 (25-1-1)		
10-36	10/36/10	INSPECTION 26 (26-1-1)		
10-37	10/37/10	INSPECTION 27 (27-1-1)		
10-38	10/38/10	INSPECTION 28 (28-1-1)		
10-39	10/39/10	INSPECTION 29 (29-1-1)		
10-40	10/40/10	INSPECTION 30 (30-1-1)		
10-41	10/41/10	INSPECTION 31 (31-1-1)		
10-42	10/42/10	INSPECTION 32 (32-1-1)		
10-43	10/43/10	INSPECTION 33 (33-1-1)		
10-44	10/44/10	INSPECTION 34 (34-1-1)		
10-45	10/45/10	INSPECTION 35 (35-1-1)		
10-46	10/46/10	INSPECTION 36 (36-1-1)		
10-47	10/47/10	INSPECTION 37 (37-1-1)		
10-48	10/48/10	INSPECTION 38 (38-1-1)		
10-49	10/49/10	INSPECTION 39 (39-1-1)		
10-50	10/50/10	INSPECTION 40 (40-1-1)		
10-51	10/51/10	INSPECTION 41 (41-1-1)		
10-52	10/52/10	INSPECTION 42 (42-1-1)		
10-53	10/53/10	INSPECTION 43 (43-1-1)		
10-54	10/54/10	INSPECTION 44 (44-1-1)		
10-55	10/55/10	INSPECTION 45 (45-1-1)		
10-56	10/56/10	INSPECTION 46 (46-1-1)		
10-57	10/57/10	INSPECTION 47 (47-1-1)		
10-58	10/58/10	INSPECTION 48 (48-1-1)		
10-59	10/59/10	INSPECTION 49 (49-1-1)		
10-60	10/60/10	INSPECTION 50 (50-1-1)		

DAVID W PERIN
 10/11/10

10/28/10

RETAIN THIS PORTION FOR YOUR RECORDS

PERMIT NO. 08-1744 DATE: 8-11-08

PERMIT NAME: V-C Nurseries, Inc.

THIS INFORMATION IS REQUIRED WHEN SCHEDULING INSPECTIONS
TO SCHEDULE AN INSPECTION, PLEASE CALL
(972)548-5585 OR METRO (972)424-1460 EXT. 3585

COLLIN COUNTY DEVELOPMENT SERVICES
 625 N. McDonald St., Ste. 100

McAllen, Texas 78549
 727-240-3333

Application Number: 08-0001720 Page: 2
 Date: 8/12/08

Special Notes and Comments
 There is evidence of an illegal water sewer connection at the time of final inspection. The inspection will be failed and will not be passed until approval is issued from the water utility in writing, and a copy submitted to Development Services. **ABSOLUTELY NO plumbing or electrical work shall be covered before being inspected and approved by Collin County Inspector - NO EXCEPTIONS!!**
 YOU WERE GIVEN A LETTER FROM COLLIN COUNTY FIRE MARSHAL DATED 8-6-08. THE LETTER DETAILS ADDITIONAL COMPLIANCE ISSUES FOR YOUR SPECIFIC OCCUPANCY TYPE. IF YOU DID NOT RECEIVE THE LETTER OR IF YOU HAVE ANY QUESTIONS PLEASE CALL OUR OFFICE AT 972-348-2222. THANK YOU!
 8/5/08 11:2008 07:38 AM JAMES?
*******You MUST have this permit number available when scheduling inspections - NO INSPECTION WILL BE SCHEDULED WITHOUT PERMIT NUMBER.*******
*******During any inspection, the inspector will ONLY note the first five (5) failing code items. Once an inspector has identified five (5) failing items, the inspection will cease at that time and no further items will be inspected. Those failing items and any other situations contrary to adopted codes must be corrected for any re-inspection. A failed re-inspection will result in a penalty fee. IF THIS IS YOUR FIRST PROJECT IN COLLIN COUNTY, PLEASE SCHEDULE A MEETING WITH AN INSPECTOR PRIOR TO BEGINNING YOUR PROJECT TO AVOID ANY PROJECT DELAYS AND/OR FEES.*****
 I certify that I am the property owner or the property owner's agent and that I have received, read and understand all "Special Notes and Comments"/permit requirements and I understand that this printed permit must be presented to the property owner's:

Signature: David M. Leinen Date Received: 08/12/08
 Printed Name: DAVID M. LEINEN

Fee Summary	Charged	Paid	Credited	Due
Permit Fee Total	11384.00	.00	.00	11384.00
Grand Total	11384.00	.00	.00	11384.00

MUST have Permit Inspection Card posted along with 911 Card. Address posted visible from roadway or inspection will not be performed.

COLLIN COUNTY DEVELOPMENT SERVICES
 325 N. McDonald St., Ste. 170

McAllen, Texas 78403
 787/546-5333

Application Number 08-0001787 Fees
 Property Address 1934 (PROPOSED) W HIGHWAY 380 Date 9/11/08
 Val ID NUMBER
 Lic Address
 Tenant Name
 Application Description 4 BRESSNOLGES (ELEC ONLY)
 Subdivision Name COMMERCIAL OTHER

Permit COMMERCIAL SHELL-TENANT FINISH

Additional Desc

Required Inspections

Seq	Req Code	Description	Initials	Date
10	W001	INSPECTION 1 (T-POLE)		
10	W002	INSPECTION 2 (RGN-PLBG)		
10	W003	INSPECTION 3 (ELEC ROUGH)		
10	W004	INSPECTION 4 (FINAL)		
10	SP3	OSDF FINAL INSPECTION		
10	SP3	OSDF INITIAL INSPECTION		
10	NC13	INSPECTION 4 (PLBG TOP-OUT)		
10	NC13	INSPECTION 5 (PLBG FEATURES)		
10	NC13	INSPECTION 6 (MISCELLANEOUS)		
10	NC13	INSPECTION FOR C/C		

Exhibit "C"
Utility Easement Form
with Temporary Construction Easement

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Ingress/Egress Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such

condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURES TO FOLLOW.]

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 2009.

GRANTOR:

AGREED AND ACCEPTED:

TOWN OF PROSPER, TEXAS

By: _____
Mike Land, Town Manager

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument and she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Mike Land, Town Manager for and on behalf of the *TOWN OF PROSPER, TEXAS*, a Texas home-rule municipal corporation; he acknowledged to me he is the duly authorized representative of the Town of Prosper, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder of the liens against a portion of the Easement Property evidenced by:

and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by these liens, hereby consents to the execution of the foregoing Utility Easement and agrees that in the event of a foreclosure of the Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Utility Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____,
a _____

By: _____

Printed Name: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ and duly authorized representative of _____, a _____, and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT “A”
Description and Depiction of Easement Property

(__ pages attached)

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will automatically terminate upon the expiration of two (2) years after the date the Town of Prosper finally accepts the public improvements constructed under this Temporary Construction Easement.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 2009.

GRANTOR:

AGREED AND ACCEPTED:

TOWN OF PROSPER, TEXAS

By: _____
Mike Land, Town Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument and she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Mike Land, Town Manager for and on behalf of the *TOWN OF PROSPER, TEXAS*, a Texas home-rule municipal corporation; he acknowledged to me he is the duly authorized representative of the Town of Prosper, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires:_____

JOINDER OF LIENHOLDER

The undersigned, being the holder of the liens against a portion of the Easement Property evidenced by:

and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by these liens, hereby consents to the execution of the foregoing Temporary Construction Easement and agrees that in the event of a foreclosure of the Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____,
a _____

By: _____

Printed Name: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ and duly authorized representative of _____, a _____, and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
Description and Depiction of Easement Property

(pages attached)

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/20/2014 02:41:49 PM
\$234.00 SCAPELA
20141020001145020

TEMPORARY CONSTRUCTION EASEMENT – Page 7 of 7
539186-v1



A handwritten signature in cursive script that reads "Stacey Kemp".

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 24, 2019

Agenda Item:

Consider and act upon an ordinance rezoning 11.0± acres from Planned Development-65 (PD-65) to Planned Development-98 (PD-98), located on the south side of future Prairie Drive, west of future Mahard Drive, to facilitate the development of a Retirement Housing Complex, consisting of one (1) and three (3) story buildings. (Z19-0005).

Description of Agenda Item:

On August 27, 2019, the Town Council approved the proposed rezoning request, by a vote of 7-0, subject to the following conditions:

1. Authorizing a dry detention area as reflected on Exhibit D, the conceptual plan; and
2. Approval of a Development Agreement, including right-of-way and easement dedication and masonry regulations consistent with the proposed Exhibit F.

An ordinance has been prepared accordingly. In addition, a Development Agreement has been prepared and is also on the September 24, 2019, Agenda for consideration in conjunction with this request.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Exhibit A, B, C, D, E, F, and G

Town Staff Recommendation:

Staff recommends the Town Council approve an ordinance to rezone 11.0± acres from Planned Development-65 (PD-65) to Planned Development-98 (PD-98), located on the south side of future Prairie Drive, west of future Mahard Drive.

Proposed Motion:

I move to approve an ordinance to rezone 11.0± acres from Planned Development-65 (PD-65) to Planned Development-98 (PD-98), located on the south side of future Prairie Drive, west of future Mahard Drive.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 19-___

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 11.036 ACRES, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS FROM PLANNED DEVELOPMENT-65 PD-65) TO PLANNED DEVELOPMENT-98 (PD-98); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request from Prosper Villages at Legacy, LLC ("Applicant"), to rezone 11.036 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, from Planned Development-65 (PD-65) to Planned Development-98 (PD-98) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, Public Hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

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

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

SECTION 1

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

SECTION 2

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance, adopted by Ordinance No. 05-20 is amended as follows: The zoning designation of the below described property containing 11.036 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads, and alleyways contiguous and/or adjacent thereto is hereby zoned as Planned

Development-98 (PD-98) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with 1) the Statement of Intent and Purpose, attached hereto as Exhibit B; 2) the Development Standards, attached hereto as Exhibit C; 3) the Site Plan, attached hereto as Exhibit D; 4) the Development Schedule, attached hereto as Exhibit E; 5) the Façade Plans, attached hereto as Exhibit F; and 6) the Landscape Plans, attached hereto as Exhibit G, which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

1. Authorizing a dry detention area as reflected on Exhibit D, the conceptual plan; and
2. Approval of a Development Agreement, including right-of-way and easement dedication and masonry regulations consistent with the proposed Exhibit F.

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

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

Savings/Repealing Clause. Prosper’s Zoning Ordinance No. 05-20 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF SEPTEMBER, 2019.

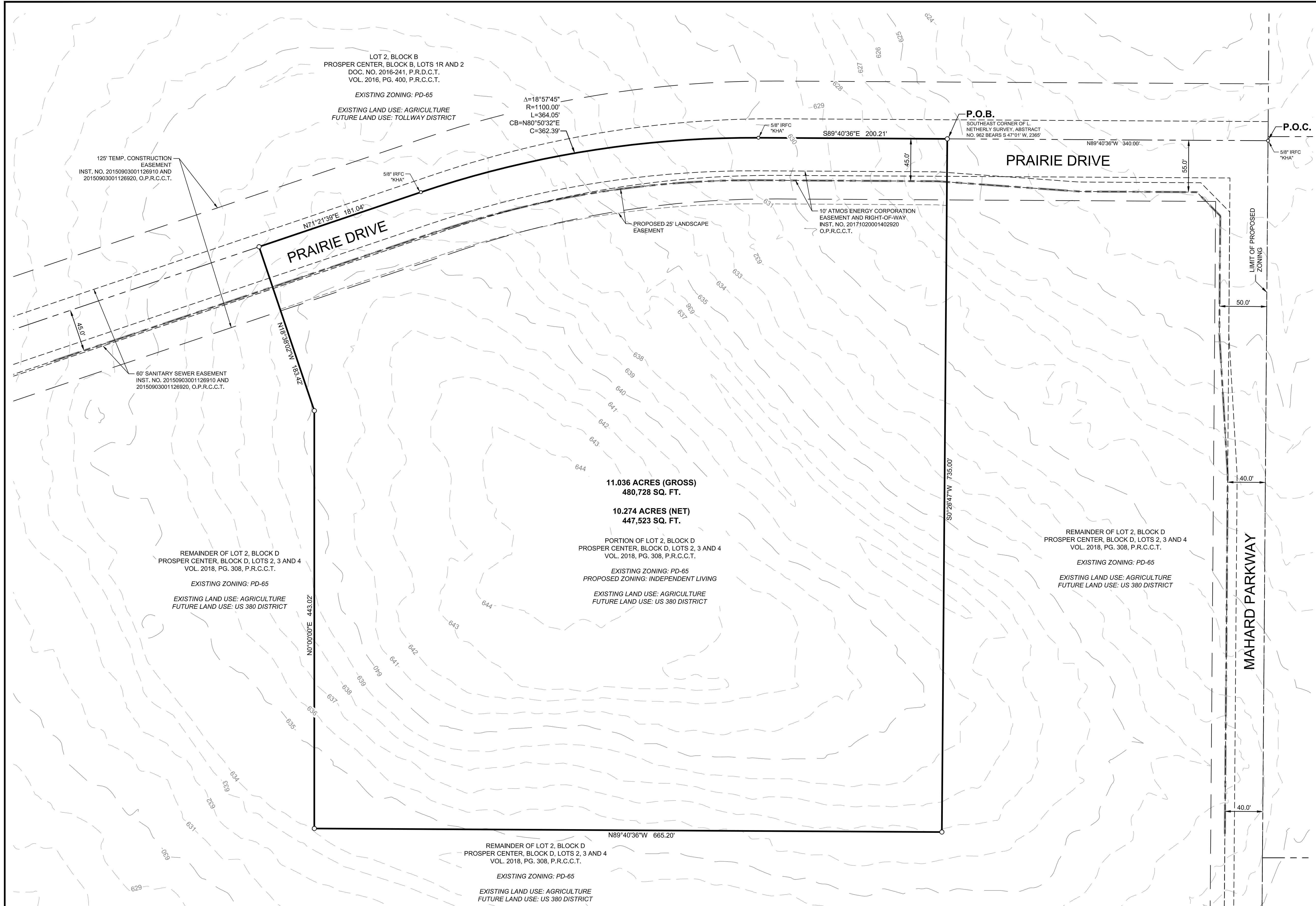
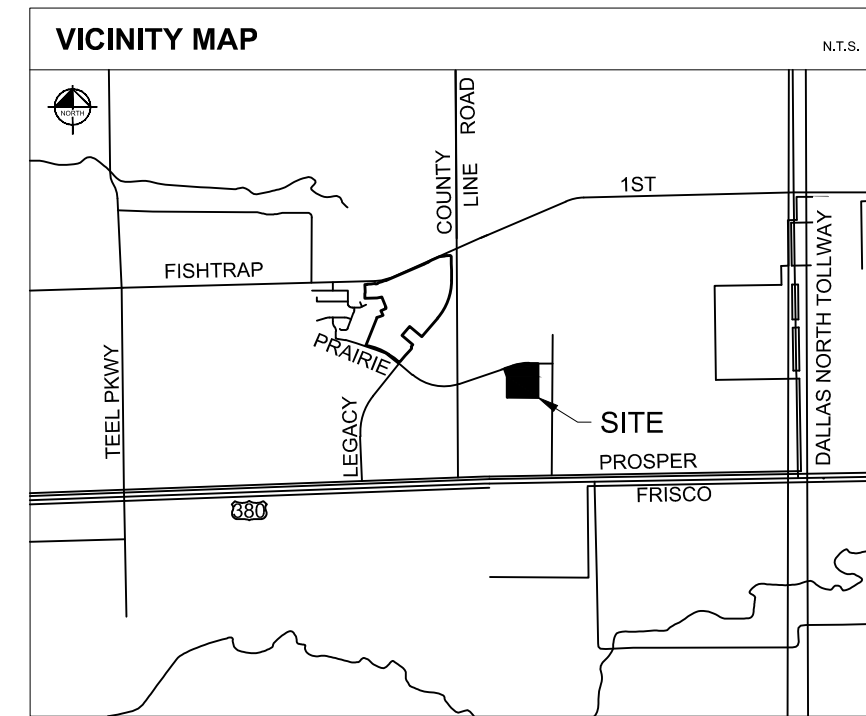
Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



11.036 ACRES (GROSS)
480,728 SQ. FT.

10.274 ACRES (NET)
447,523 SQ. FT.

PORTION OF LOT 2, BLOCK D
PROSPER CENTER, BLOCK D, LOTS 2, 3 AND 4
VOL. 2018, PG. 308, P.R.C.C.T.

EXISTING ZONING: PD-65
PROPOSED ZONING: INDEPENDENT LIVING

EXISTING LAND USE: AGRICULTURE
FUTURE LAND USE: US 380 DISTRICT

REMAINDER OF LOT 2, BLOCK D
PROSPER CENTER, BLOCK D, LOTS 2, 3 AND 4
VOL. 2018, PG. 308, P.R.C.C.T.

EXISTING ZONING: PD-65

EXISTING LAND USE: AGRICULTURE
FUTURE LAND USE: US 380 DISTRICT

REMAINDER OF LOT 2, BLOCK D
PROSPER CENTER, BLOCK D, LOTS 2, 3 AND 4
VOL. 2018, PG. 308, P.R.C.C.T.

EXISTING ZONING: PD-65

EXISTING LAND USE: AGRICULTURE
FUTURE LAND USE: US 380 DISTRICT

REMAINDER OF LOT 2, BLOCK D
PROSPER CENTER, BLOCK D, LOTS 2, 3 AND 4
VOL. 2018, PG. 308, P.R.C.C.T.

EXISTING ZONING: PD-65

EXISTING LAND USE: AGRICULTURE
FUTURE LAND USE: US 380 DISTRICT

LEGAL DESCRIPTION:

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being a portion of Lot 2, Block D of Prosper Center, Block D, Lots 2, 3 and 4, according to the Revised Conveyance Plat thereof recorded in Volume 2018, Page 308 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northeast corner of said Lot 2, Block D, common to the southeast corner of Lot 2, Block B of Prosper Center, Block B, Lots 1R and 2, according to the plat thereof recorded in Volume 2016, Page 400 of the Plat Records of Collin County, Texas, being on the westerly line of a called 20,000 acre tract of land described in a deed to MSW Prosper 380, LP, as recorded in Instrument No. 20131226001678930 of the Official Public Records of Collin County, Texas;

THENCE North 89°40'36" West, along the northerly line of said Lot 2, Block D and the southerly line of said Lot 2, Block B, a distance of 340.00 feet to the POINT OF BEGINNING of the herein described tract;

THENCE South 0°26'47" West, departing the northerly line of said Lot 2, Block D and the southerly line of said Lot 2, Block B, and crossing said Lot 2, Block D, a distance of 735.00 feet to a point for corner;

THENCE North 89°40'36" West, continuing across said Lot 2, Block D, a distance of 665.20 feet to a point for corner;

THENCE North 00°00'00" East, continuing across said Lot 2, Block D, a distance of 443.02 feet to a point for corner;

THENCE North 18°38'02" West, continuing across said Lot 2, Block D, a distance of 183.42 feet to a point for corner on the northerly line of said Lot 2, Block D and the southerly line of said Lot 2, Block B;

THENCE North 71°21'39" East, along the northerly line of said Lot 2, Block D and the southerly line of said Lot 2, Block B, a distance of 181.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the right having a central angle of 18°57'45", a radius of 1100.00 feet, a chord bearing and distance of North 80°50'32" East, 362.39 feet;

THENCE in a northeasterly direction with said curve to the right, continuing along the northerly line of said Lot 2, Block D and the southerly line of said Lot 2, Block B, an arc distance of 364.05 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE South 89°40'36" East, continuing along the northerly line of said Lot 2, Block D and the southerly line of said Lot 2, Block B, a distance of 200.21 feet to the POINT OF BEGINNING and containing 11.036 acres (480,728 square feet) 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.

PRELIMINARY

SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com

THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

EXHIBIT A
11.036 ACRES (GROSS)
10.274 ACRES (NET)

PORTION OF LOT 2, BLOCK D OF PROSPER CENTER,
BLOCK D, LOTS 2, 3 AND 4

COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
CASE NO. Z19-0005

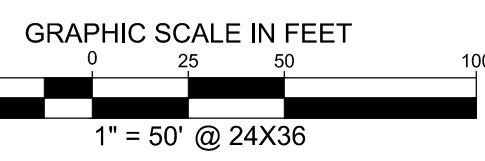
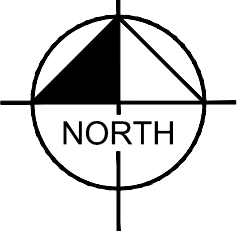
Kimley»Horn

6160 Warren Parkway, Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	KSL	KHA	MAY 2019	067252018	1 OF 1

OWNER:
Prosper Villages at Legacy LLC
10950 Research Road
Frisco, Texas 75033
Ph: 214.387.3993
Contact: Clint Richardson

ENGINEER:
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Ph: 972.335.3580
Contact: Thomas Fletcher, P.E.



LEGEND

- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IPF = IRON PIPE FOUND
- INST. = INSTRUMENT
- DOC. = DOCUMENT
- NO. = NUMBER
- VOL. = VOLUME
- PG. = PAGE
- D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
- O.R.D.C.T. = OFFICIAL RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. = PLAT RECORD, DENTON COUNTY, TEXAS
- P.R.C.C.T. = PLAT RECORD, COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

NOTES:

- Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.
- According to Map No. 48121C0230J, dated June 02, 2009 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration and Map No. 48085C0230J, 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 located within Zone "X-Unshaded", which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- 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.

Z19-0005

EXHIBIT B

STATEMENT OF INTENT AND PURPOSE

The Planned Development District provides the ability to develop a retirement housing community with multiple living options and amenities on a tract of land located near single family residential, medical facilities, and regional attractions and with proximity to prominent transportation corridors.

Z19-0005**EXHIBIT C****DEVELOPMENT STANDARDS**

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists or may be amended, and the Subdivision Ordinance (Ordinance No. 17-41), as it exists or may be amended, shall apply.

Except as noted below, the Tract shall develop in accordance with the Multifamily (MF) 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 Multifamily (MF) District with the exception of the following:
 - a. Limited to Retirement Housing for residents 55 years of age or older.
 - b. Attached – Multifamily Residential building as shown on the Concept Plan.
 - c. Villa – Two-Unit Residences as shown on the Concept Plan.

3. Regulations:
 - A. Maximum Permitted Density: 188 dwelling units.

 - B. Size of Yards
 1. Minimum Front Yard
 - Fifty (50) feet for one (1) or two (2) story structures
 - Seventy-five (75) feet for three (3) story structures.
 2. Minimum Side Yard

Adjacent to Nonresidential

 - Twenty-five (25) feet for one (1) or two (2) story structures.
 - Seventy-five (75) feet for three (3) story structures.

Adjacent to Residential

 - Thirty (30) feet for one (1) or two (2) story structures.
 - One hundred fifty (150) feet for three (3) story structures.
 3. Minimum Rear Yard
 - Twenty-five (25) feet for one (1) or two (2) story structures
 - Seventy-five (75) feet for three (3) story structures.
 4. Minimum Separation - Main structures constructed on the same lot shall maintain a minimum separation of twenty (20) feet.

C. Minimum Dwelling Area:

1. One (1) bedroom Attached dwelling unit - Six hundred and fifty (650) square feet.
2. Two (2) bedroom Attached dwelling unit - Nine hundred (900) square feet.
3. Two (2) bedroom Villa dwelling unit - One thousand (1,000) square feet.

D. Maximum Height:

1. Attached – Three (3) stories, no greater than fifty-five (55) feet, exclusive of chimneys and other architectural features which may extend a maximum of five (5) feet above maximum building height.
2. Villa – One (1) story, no greater than thirty (30) feet, exclusive of chimneys and other architectural features which may extend a maximum of five (5) feet above maximum building height.

E. Lot Coverage: Shall not exceed fifty (50) percent.

F. Open Space: Areas and amenities generally conforming to the Concept Plan (min. 20% open space required). Amenities include: dog park, pool, game area, vegetable garden, putting green, shade structure, landscaping, and sidewalks.

G. Parking:

1. Attached – one (1) space per dwelling unit of which a minimum of 10% shall be enclosed spaces within the attached residential building and 10% shall be enclosed spaces within detached garages.
2. Villa – one (1) space per dwelling unit.

H. Screening:

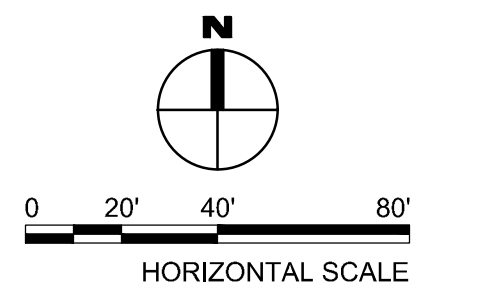
1. An eight (8) foot masonry wall shall be provided adjacent to the single family residential zoned property along the west property line as generally shown on Exhibit D.

I. Detention Facility:

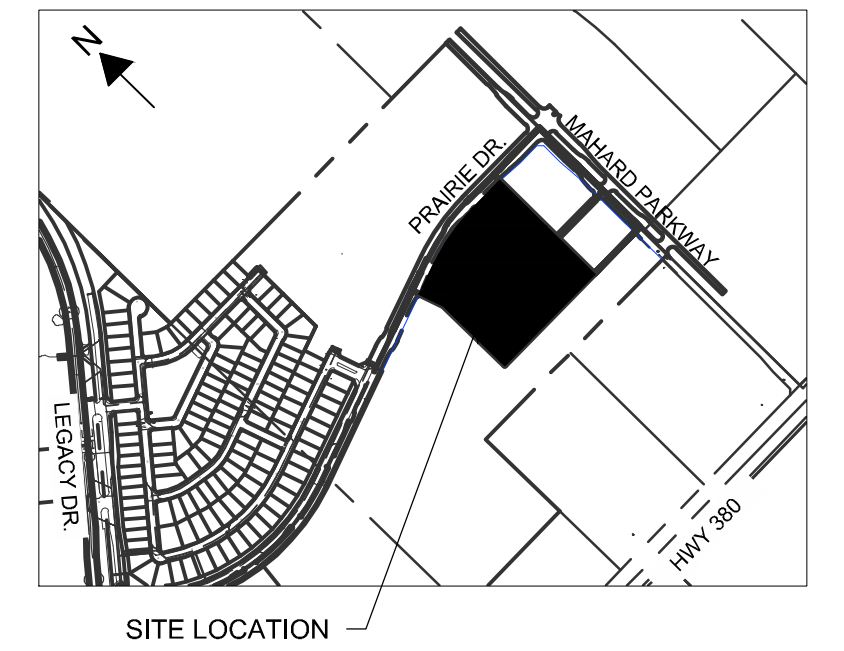
1. The detention facility located within this property shall be allowed to be a dry basin.

J. Park Land Dedication:

1. The tract's Park Land Dedication requirement has been satisfied via the conveyance of the Community Park land and the payment of money in lieu of land as described in PD-65 (Ordinance No. 14-23).



VICINITY MAP
NOT TO SCALE



SITE DATA

PROPOSED USE:	SENIOR INDEPENDENT LIVING	
TOTAL SITE AREA:	11.036	ACRES
R.O.W. DEDICATION:	0.762	ACRES
LOT AREA:	10.274	ACRES
LOT DENSITY:	18.30	UNITS/ACRE (188/10.274)
MAX NUMBER OF UNITS:	188	UNITS
MAX BUILDING HEIGHT (3-STORY):	55	FEET
MAX BUILDING HEIGHT (1-STORY):	30	FEET
LOT COVERAGE:	±2.48	24.1% ACRES
PAVING COVERAGE:	±2.83	27.5% ACRES
USABLE OPEN SPACE PROVIDED:	±2.44	23.8% ACRES
LANDSCAPE SETBACKS PROVIDED:	±1.09	10.6% ACRES
(NOT COUNTING DRIVEWAYS)		
OTHER GREEN SPACE PROVIDED:	±1.43	14.0% ACRES

PARKING REQUIRED PER PD:

S.I.L.
 180 - 1 SPACE PER UNIT (180 x 1.0) = 180 SPACES
 18 - TUCK UNDER GARAGES (10% MIN)
 18 - DETACHED GARAGES (10% MIN)
 TOTAL PARKING REQUIRED (S.I.L.) = ± 180 SPACES (1 SPACE/UNIT)

VILLAS:
 8 - 1 SPACE PER UNIT (8 x 1.0) = 8 SPACES
 TOTAL PARKING REQUIRED (VILLAS) = ± 8 SPACES

TOTAL PARKING REQUIRED FOR SITE = 188 SPACES
 PARKING PROVIDED:
 S.I.L.
 147 - SURFACE SPACES (OF WHICH 46 ARE COVERED)
 (OF WHICH 10 SPACES ARE HC ACCESSIBLE)
 48 - GARAGE SPACES (TUCK-UNDER)
 (OF WHICH 2 SPACES ARE HC ACCESSIBLE)
 32 - GARAGE SPACES (DETACHED)
 (OF WHICH 2 SPACES ARE HC ACCESSIBLE)
 TOTAL PARKING PROVIDED (S.I.L.) = 226 SPACES

VILLAS:
 16 - SURFACE SPACES (FOR VILLAS USE)
 (OF WHICH 2 SPACE IS HC ACCESSIBLE)
 TOTAL PARKING PROVIDED (VILLAS) = 16 SPACES
 TOTAL PARKING PROVIDED FOR SITE = 243 SPACES

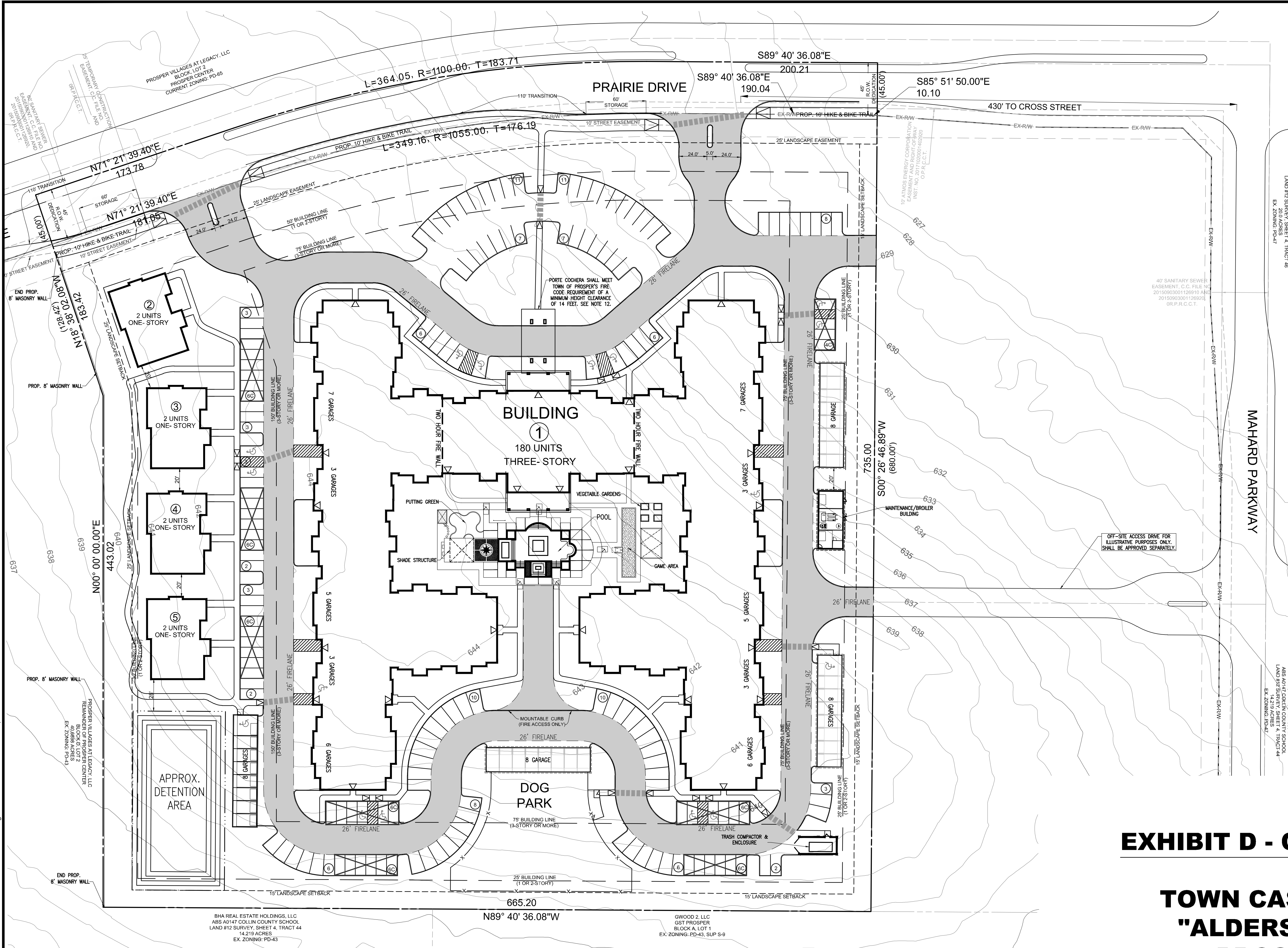
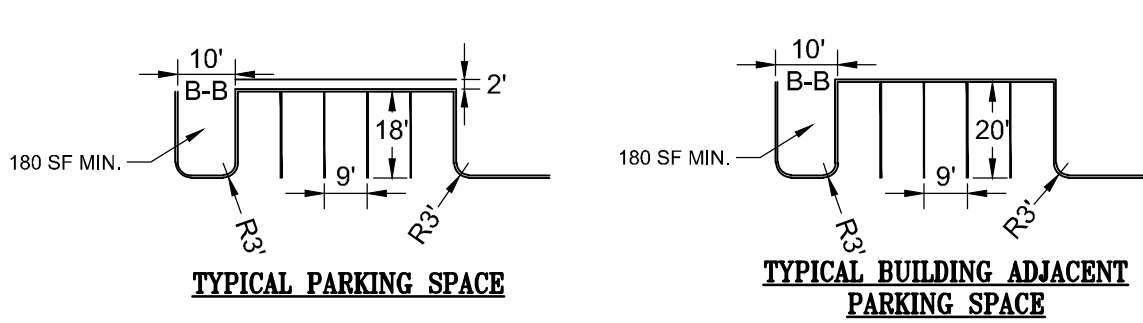


EXHIBIT D - CONCEPTUAL PLAN
 for
TOWN CASE NO. Z19-0005
"ALDERS AT PROSPER"
PROSPER, TEXAS

- GENERAL NOTES
- DO NOT SCALE ANY DIMENSIONS.
 - ALL SITE SIGNAGE, TRANSFORMERS, AC CONDENSER AND SITE LIGHTING (E.G. LAMP MODEL, LOCATION, SIZE, HEIGHT, FOOT CANDLE LEVEL, & ORIENTATION) SHALL CONFORM TO THE TOWN OF PROSPER CODES.
 - ALL LANDSCAPING SHALL CONFORM TO THE TOWN OF PROSPER CODES.
 - THE BUILDING FOOTPRINTS SHOWN HEREON ARE THE EXTENTS OF THE FOUNDATIONS' CONCRETE SLABS. SEE ARCHITECTURAL PLANS FOR ACTUAL BUILDING SIZES.
 - APARTMENT BUILDING IDENTIFICATION SIGNS SHALL BE IN ACCORDANCE WITH THE TOWN OF PROSPER'S CURRENTLY APPROVED VERSION OF THE INTERNATIONAL FIRE CODE.
 - ALL SCREENING FOR TRASH COMPACTOR AREA SHALL BE MASONRY AND CONFORM TO THE TOWN OF PROSPER STANDARDS AND SPECIFICATIONS.
 - RIGHT-OF-WAY DEDICATION PER TOWN OF PROSPER STANDARDS.
 - FIRE LANE MINIMUM RADIUS OF THIRTY (30) FEET PER TOWN OF PROSPER FIRE CODE.
 - SITE WILL BE DEVELOPED IN ONE (1) PHASE.
 - NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE.
 - 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 PLAN.
 - PER AMENDED 2015 IFC ORD. SECTION 503.2.1, FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 14 FEET.
 - SCREENING AROUND DETENTION POND SHALL BE PROVIDED PER TOWN CODE.



SURVEYOR:
 KIMLEY-HORN
 6160 WARREN PARKWAY, SUITE 120
 FRISCO, TEXAS 75034
 CONTACT: MARISSA VOLK, P.E.
 PHONE: (469) 353-6055

ARCHITECT:
 ARCHITECTURA, INC.
 808 18TH STREET,
 PLANO, TEXAS 75074
 CONTACT: FRANK POLLACCIA
 PHONE: (972) 509-0088

APPLICANT:
 ALDERS AT PROSPER, LLC
 1625 CLARKE SPRINGS DRIVE
 ALLEN, TEXAS 75002
 CONTACT: BART TINSLEY
 PHONE: (469) 446-1276

OWNER:
 PROSPER VILLAGES AT LEGACY, LLC
 10650 RESEARCH RD.
 FRISCO, TEXAS 75033
 CONTACT: CLINT RICHARDSON
 PHONE: (214) 387-3993

BURGESS & NIPLE
 10701 CORPORATE DR., SUITE 118, STAFFORD, TX 77477
 PHONE: (281) 980 - 7705
 TBP# FIRM REGISTRATION NO. F-10834
 CONTACT: JOSEPH T. REUE, P.E.

Z19-0005

EXHIBIT E

DEVELOPMENT SCHEDULE

The timing of development will depend upon construction of thoroughfares and utilities serving the property and market trends/demands for the area. However, the project is anticipated to begin construction within 1 to 3 years after approval of the Planned Development ordinance.



PERCENTAGE	MATERIAL
41%	GRANBURY STONE
57%	'OLD TOWN' BRICK
2%	CEMENT FIBER BOARD

09 Elevation
SCALE: 3/32" = 1'-0"



PERCENTAGE	MATERIAL
43%	GRANBURY STONE
51%	'OLD TOWN' BRICK
6%	CEMENT FIBER BOARD

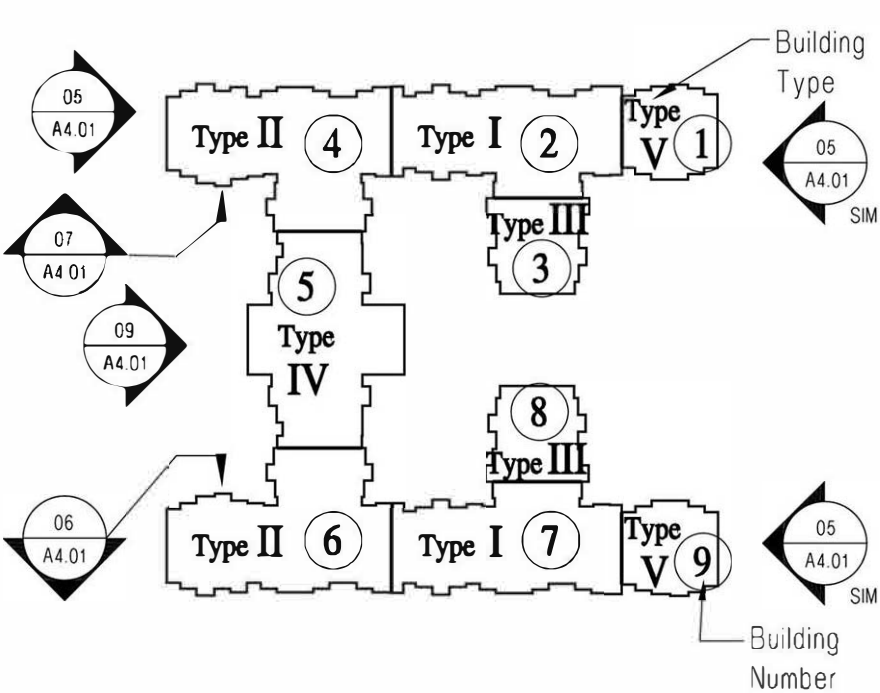
07 Elevation
SCALE: 3/32" = 1'-0"

PERCENTAGE	MATERIAL
43%	GRANBURY STONE
51%	'OLD TOWN' BRICK
6%	CEMENT FIBER BOARD

06 Elevation
SCALE: 3/32" = 1'-0"

PERCENTAGE	MATERIAL
20%	GRANBURY STONE
78%	'OLD TOWN' BRICK
2%	CEMENT FIBER BOARD

05 Elevation
SCALE: 3/32" = 1'-0"



Key Plan
No Scale

Exhibit F
Case No. Z19-0005

Alders at Prosper



PERCENTAGE	MATERIAL
16%	GRANBURY STONE
79%	'OLD TOWN' BRICK
5%	CEMENT FIBER BOARD

09 Elevation
SCALE: 3/32" = 1'-0"



PERCENTAGE	MATERIAL
20%	GRANBURY STONE
78%	'OLD TOWN' BRICK
2%	CEMENT FIBER BOARD

07 Elevation
SCALE: 3/32" = 1'-0"

PERCENTAGE	MATERIAL
18%	GRANBURY STONE
79%	'OLD TOWN' BRICK
3%	CEMENT FIBER BOARD

05 Elevation
SCALE: 3/32" = 1'-0"

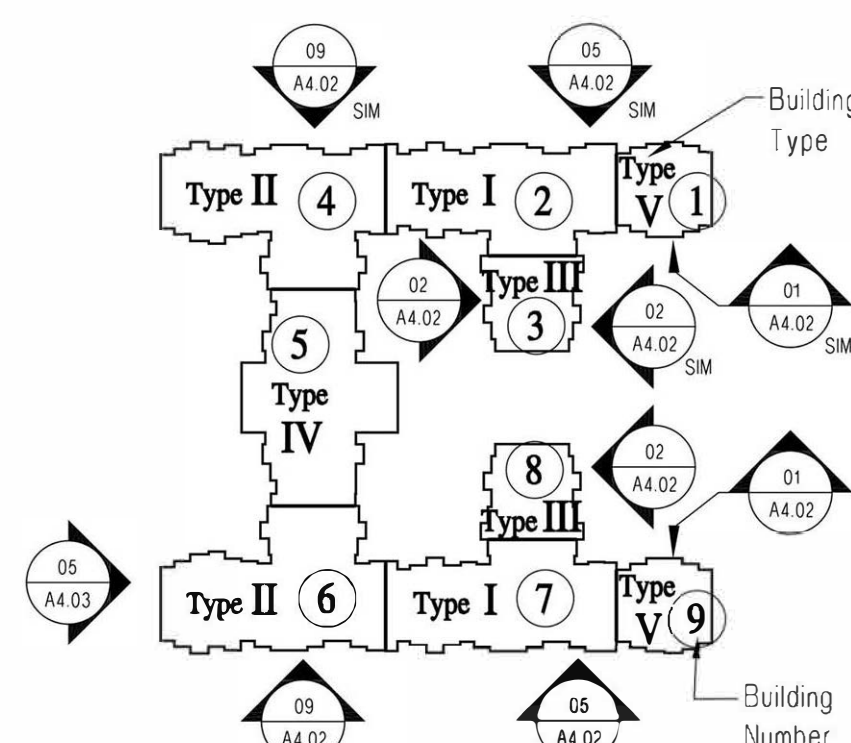


PERCENTAGE	MATERIAL
34%	GRANBURY STONE
65%	'OLD TOWN' BRICK
1%	CEMENT FIBER BOARD

02 Elevation
SCALE: 3/32" = 1'-0"

PERCENTAGE	MATERIAL
12%	GRANBURY STONE
79%	'OLD TOWN' BRICK
9%	CEMENT FIBER BOARD

01 Elevation
SCALE: 3/32" = 1'-0"



Key Plan
No Scale

Alders at Prosper



PERCENTAGE	MATERIAL
40%	GRANBURY STONE
59%	'OLD TOWN' BRICK
1%	CEMENT FIBER BOARD

11 Elevation
SCALE: 3/32" = 1'-0"



PERCENTAGE	MATERIAL
20%	GRANBURY STONE
78%	'OLD TOWN' BRICK
2%	CEMENT FIBER BOARD

09 Elevation
SCALE: 3/32" = 1'-0"



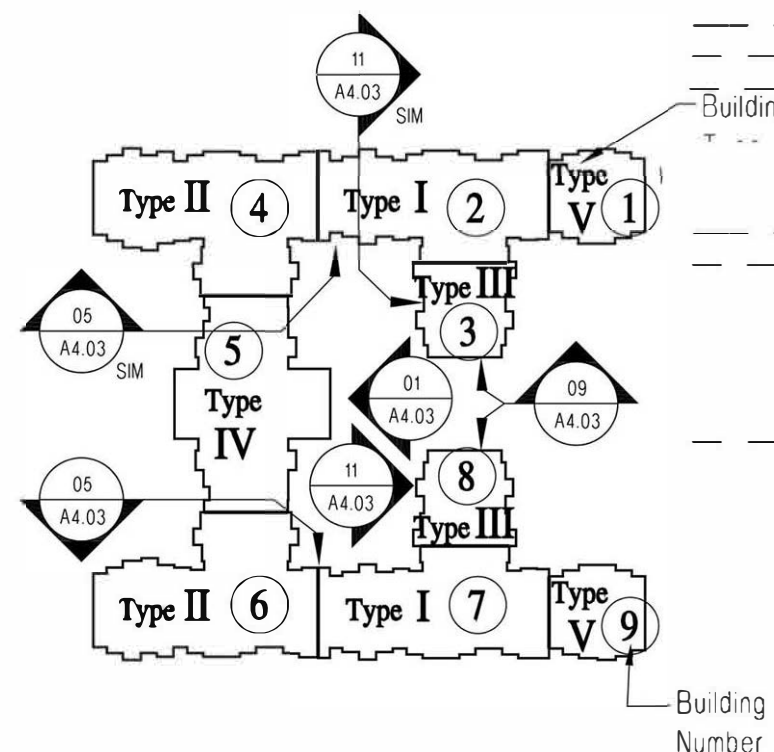
PERCENTAGE	MATERIAL
37%	GRANBURY STONE
59%	'OLD TOWN' BRICK
4%	CEMENT FIBER BOARD

05 Elevation
SCALE: 3/32" = 1'-0"



PERCENTAGE	MATERIAL
41%	GRANBURY STONE
57%	'OLD TOWN' BRICK
2%	CEMENT FIBER BOARD

01 Elevation
SCALE: 3/32" = 1'-0"



Key Plan
No Scale

Alders at Prosper



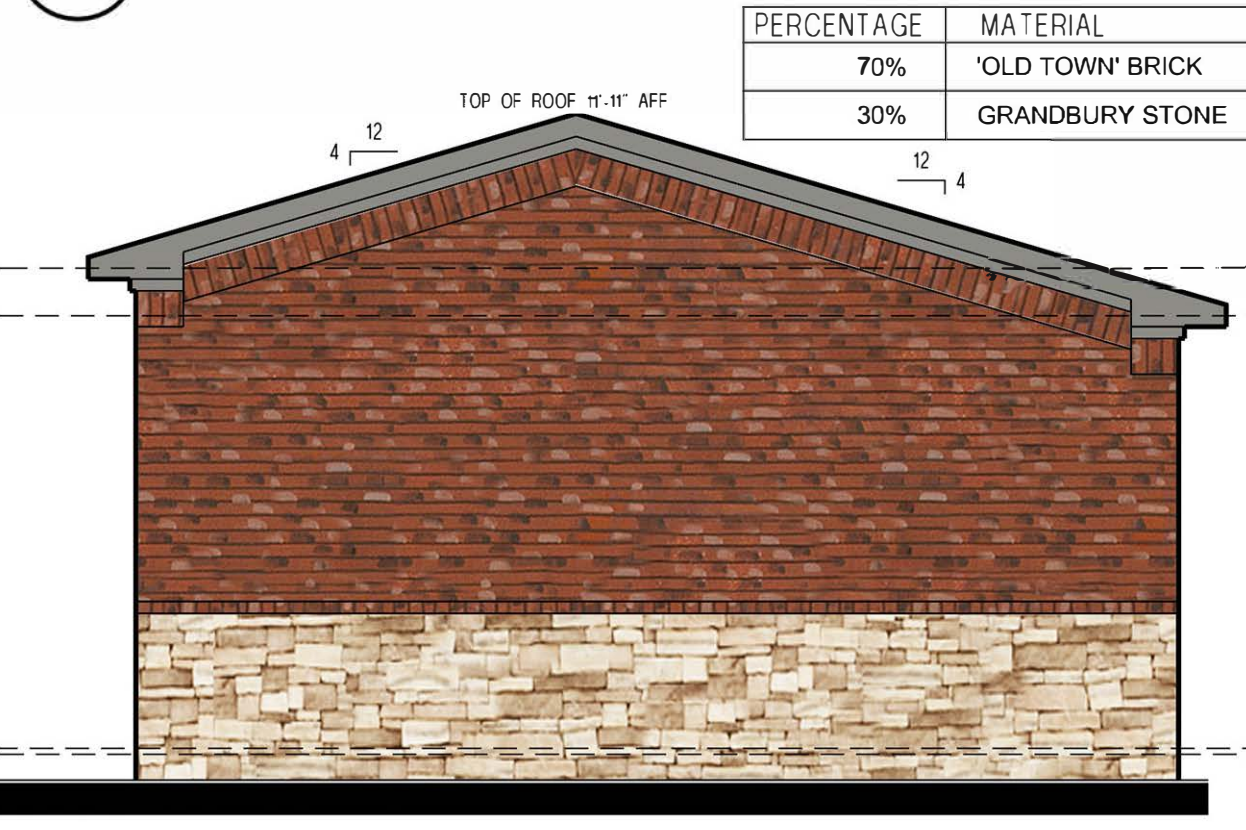
16 Detached Garage Elevation - With HC Bay
SCALE: 3/8" = 1'-0"

PERCENTAGE	MATERIAL
78%	'OLD TOWN' BRICK
22%	GRANDBURY STONE



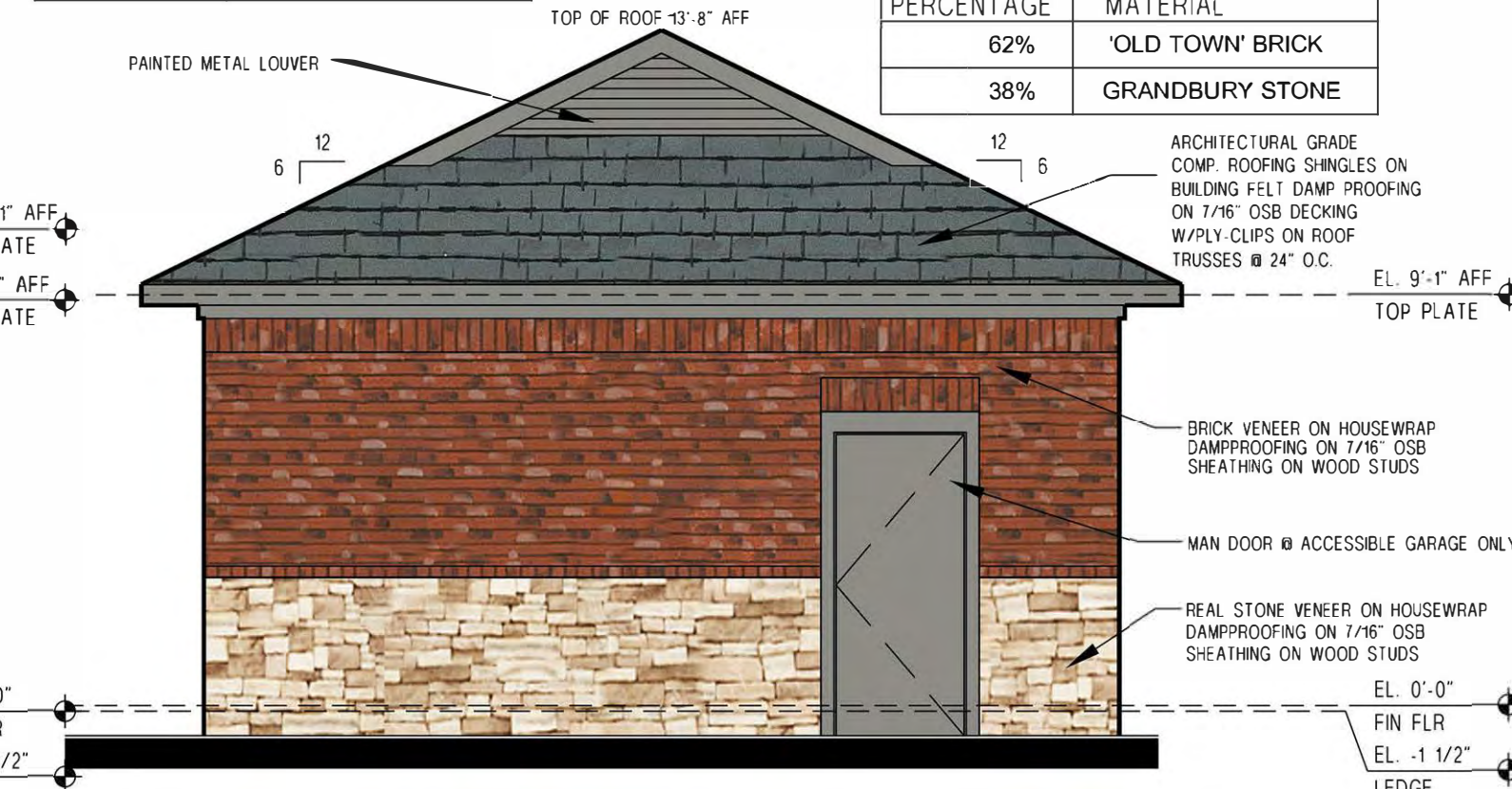
13 Detached Garage Elevation
SCALE: 3/8" = 1'-0"

PERCENTAGE	MATERIAL
82%	'OLD TOWN' BRICK
18%	GRANDBURY STONE



12 Side Elevation - Boiler / Maint.
SCALE: 3/8" = 1'-0"

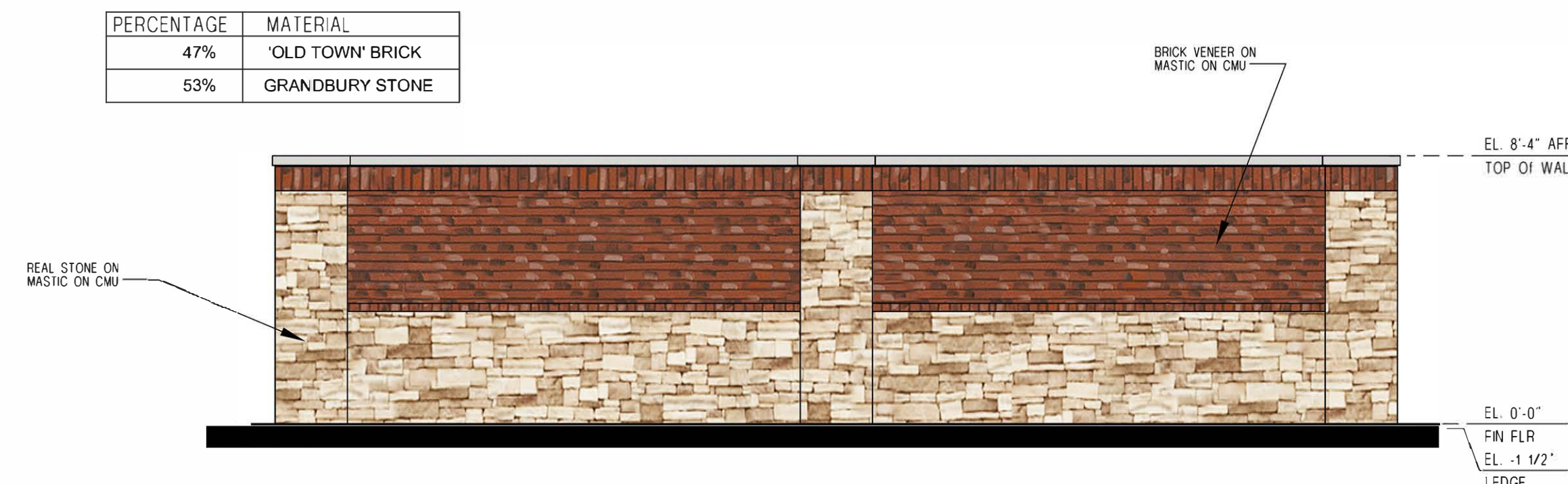
PERCENTAGE	MATERIAL
70%	'OLD TOWN' BRICK
30%	GRANDBURY STONE



11 Typ. Detached Garage Elevation - Side
SCALE: 3/8" = 1'-0"

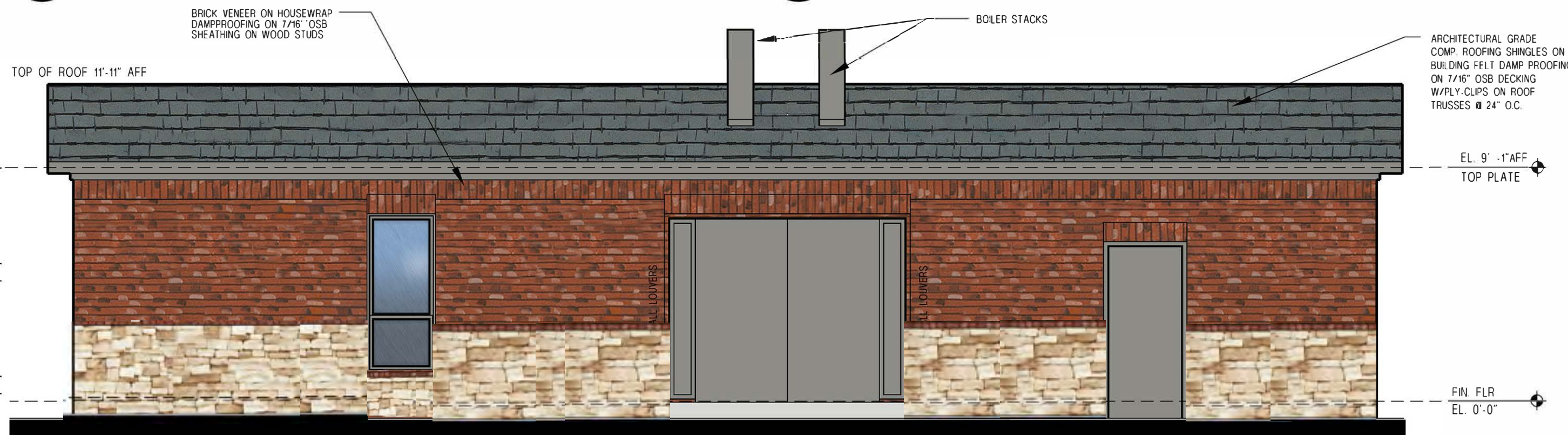
PERCENTAGE	MATERIAL
62%	'OLD TOWN' BRICK
38%	GRANDBURY STONE

PERCENTAGE	MATERIAL
47%	'OLD TOWN' BRICK
53%	GRANDBURY STONE



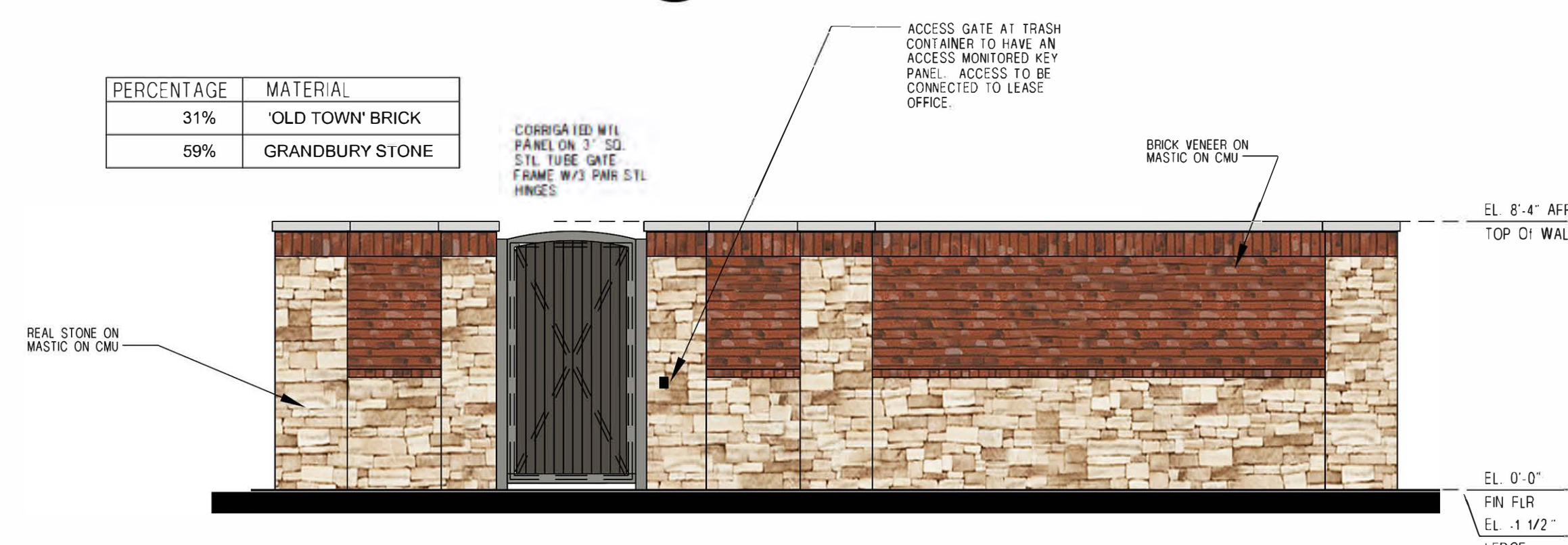
09 Elevation Side - Trash
SCALE: 3/8" = 1'-0"

PERCENTAGE	MATERIAL
31%	'OLD TOWN' BRICK
59%	GRANDBURY STONE



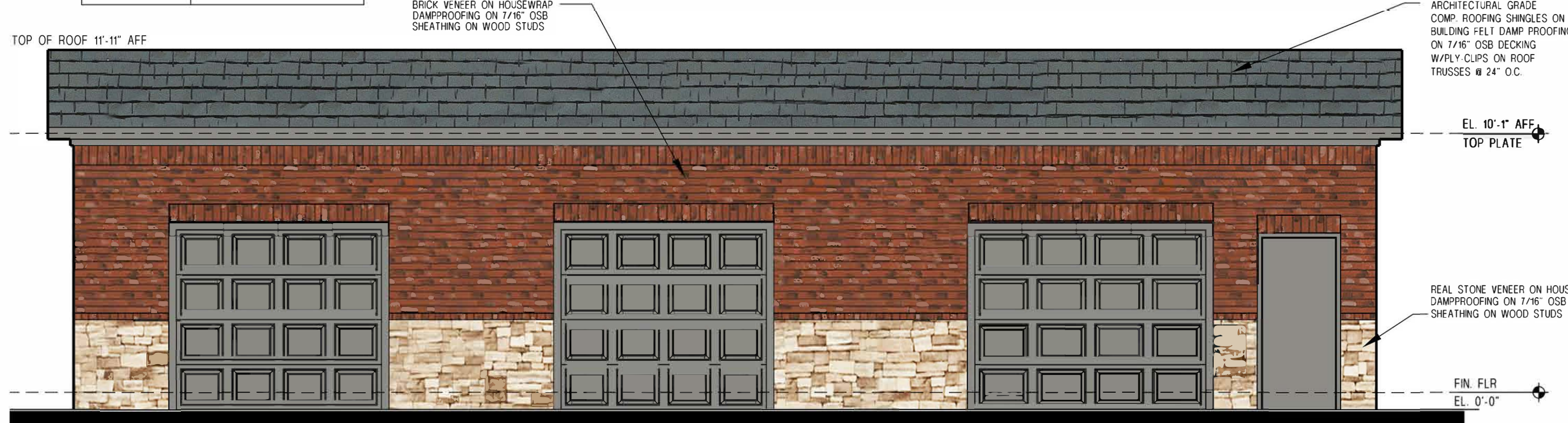
07 Rear Elevation - Boiler / Maint.
SCALE: 3/8" = 1'-0"

PERCENTAGE	MATERIAL
100%	'OLD TOWN' BRICK
0%	GRANDBURY STONE



05 Elevation Entry Side
SCALE: 3/8" = 1'-0"

PERCENTAGE	MATERIAL
79%	'OLD TOWN' BRICK
21%	GRANDBURY STONE



03 Front Elevation Boiler / Maint
SCALE: 3/8" = 1'-0"

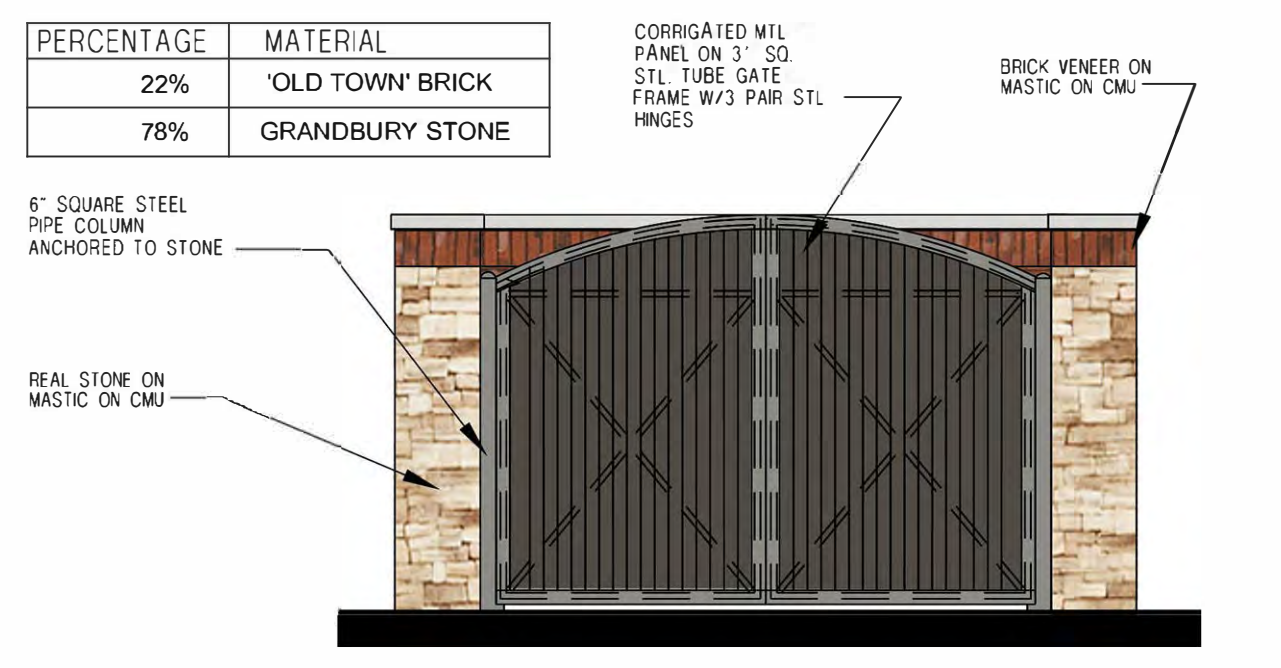
PERCENTAGE	MATERIAL
76%	'OLD TOWN' BRICK
24%	GRANDBURY STONE



02 Rear Elevation
SCALE: 3/8" = 1'-0"

PERCENTAGE	MATERIAL
22%	'OLD TOWN' BRICK
78%	GRANDBURY STONE

01 Front Gate
SCALE: 3/8" = 1'-0"





PERCENTAGE	MATERIAL
43%	GRANBURY STONE
1%	WOOD SIDING
0.1%	HARDIE PANEL
55.9%	"OLD TOWN" BRICK

04 Side Elevation
SCALE: 1/8" = 1'-0"



PERCENTAGE	MATERIAL
43%	GRANBURY STONE
1%	WOOD SIDING
0.1%	HARDIE PANEL
55.9%	"OLD TOWN" BRICK

03 Side Elevation
SCALE: 1/8" = 1'-0"

EL. 19'-8 3/4"
TOP OF RIDGE

EL. 9'-1" AFF
TOP PLATE

EL. 6'-8"
WINDOW HEAD

EL. 0'-0"
FIN FLR

EL. -1 1/2"
BRICK LEDGE



PERCENTAGE	MATERIAL
39.7%	GRANBURY STONE
0%	WOOD SIDING
0.1%	HARDIE PANEL
60.2%	"OLD TOWN" BRICK

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



PERCENTAGE	MATERIAL
40.4%	GRANBURY STONE
0%	WOOD SIDING
0.1%	HARDIE PANEL
59.5%	"OLD TOWN" BRICK

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

EL. 19'-8 3/4"
TOP OF RIDGE

EL. 9'-1" AFF
TOP PLATE

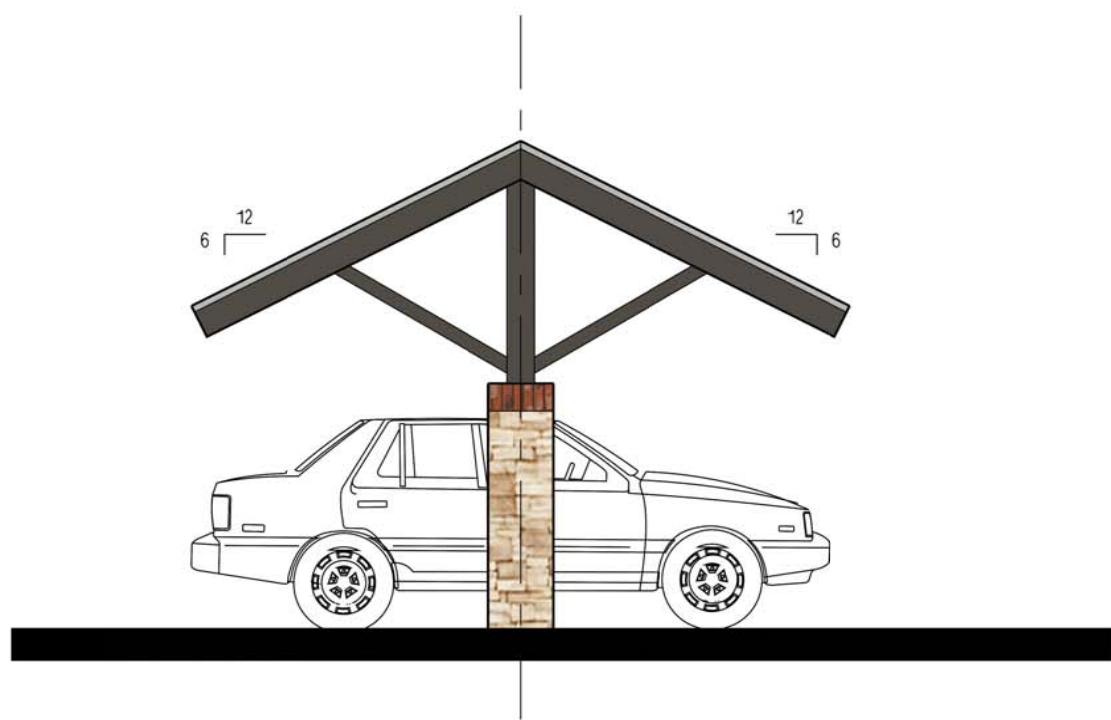
EL. 6'-8"
WINDOW HEAD

EL. 0'-0"
FIN FLR

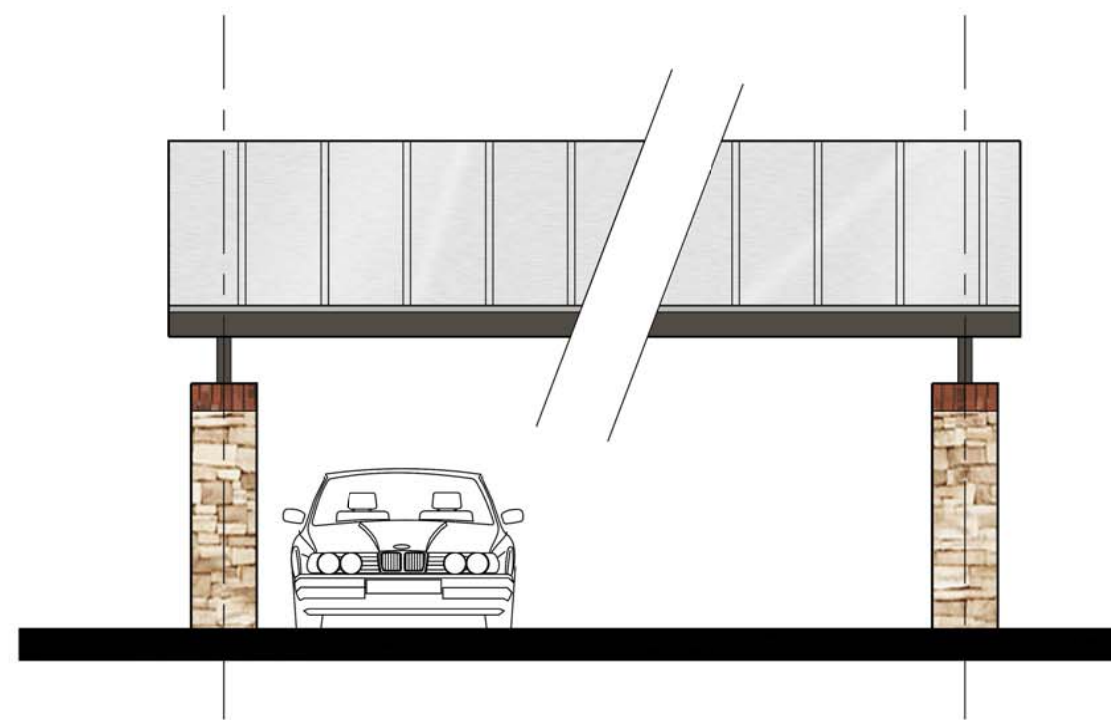
EL. -1 1/2"
BRICK LEDGE

Alders at Prosper

Exhibit F
Case No. Z19-0005



06 Carport Side Elevation



05 Carport Front/Back Elevation

Alders at Prosper

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 24, 2019

Agenda Item:

Consider and act upon an ordinance rezoning 5.7± acres from Planned Development-65 (PD-65) to Office (O), located on the southwest corner of future Prairie Drive and Mahard Parkway. (Z19-0006).

Description of Agenda Item:

On August 27, 2019, the Town Council approved the proposed rezoning request, by a vote of 7-0, subject to the approval of a Development Agreement, including right-of-way and easement dedication, and masonry regulations consistent with the Town's masonry requirements for office structures. An ordinance has been prepared accordingly. In addition, the Development Agreement has been prepared and is also on the September 24, 2019, Agenda for consideration in conjunction with this request.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Exhibit A

Town Staff Recommendation:

Staff recommends the Town Council approve an ordinance to rezone 5.7± acres from Planned Development-65 (PD-65) to Office (O), located on the southwest corner of future Prairie Drive and Mahard Parkway.

Proposed Motion:

I move to approve an ordinance to rezone 5.7± acres from Planned Development-65 (PD-65) to Office (O), located on the southwest corner of future Prairie Drive and Mahard Parkway.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 19-___

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 5.737 ACRES, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS FROM PLANNED DEVELOPMENT-65 PD-65) TO OFFICE (O); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request from Prosper Villages at Legacy, LLC ("Applicant"), to rezone 5.737 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, from Planned Development-65 (PD-65) to Office (O) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, Public Hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

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

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

SECTION 1

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

SECTION 2

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance, adopted by Ordinance No. 05-20 is amended as follows: The zoning designation of the below described property containing 5.737 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads, and alleyways contiguous and/or adjacent thereto is hereby zoned as Office (O) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

All development plans, standards, and uses for the Property shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended, subject to the following condition of approval by the Town Council:

- 1. The approval of a Development Agreement, including right-of-way and easement dedication and masonry regulations consistent with the Town’s masonry requirements for office structures.

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

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

Savings/Repealing Clause. Prosper’s Zoning Ordinance No. 05-20 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF SEPTEMBER, 2019.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 24, 2019

Agenda Item:

Consider and act upon an ordinance rezoning 16.1± acres of Planned Development-43 (PD-43) and Specific Use Permit-9 (SUP-9), and 3.3± acres of Planned Development-65 (PD-65) to Planned Development (PD-99), located on the northwest corner of Mahard Parkway and US 380, to facilitate the development of a Major Automotive Repair Facility (Toyota/Penske). (Z19-0007).

Description of Agenda Item:

On August 27, 2019, the Town Council approved the proposed rezoning request, by a vote of 7-0, subject to approval of a Development Agreement, including right-of-way and easement dedication and masonry regulations consistent with the proposed Exhibit F. An ordinance has been prepared accordingly. In addition, the Development Agreement has been prepared and is also on the September 24, 2019, Agenda for consideration in conjunction with this request.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Exhibits A, B, C, D, E, F, and G

Staff Recommendation:

Staff recommends the Town Council approve an ordinance rezoning 15.1± acres of Planned Development-43 (PD-43) and Specific Use Permit-9 (SUP-9), and 3.1± acres of Planned Development-65 (PD-65) to Planned Development (PD-99), located on the northwest corner of Mahard Parkway and US 380, to facilitate the development of a Major Automotive Repair Facility (Toyota/Penske).

Proposed Motion:

I move to approve an ordinance rezoning 15.1± acres of Planned Development-43 (PD-43) and Specific Use Permit-9 (SUP-9), and 3.1± acres of Planned Development-65 (PD-65) to Planned Development (PD-99), located on the northwest corner of Mahard Parkway and US 380, to facilitate the development of a Major Automotive Repair Facility (Toyota/Penske).

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 19-___

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER'S ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 19.364 ACRES, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS FROM PLANNED DEVELOPMENT-43 (PD-43), PLANNED DEVELOPMENT-65 (PD-65), AND SPECIFIC USE PERMIT-9 (S-9), TO PLANNED DEVELOPMENT-99 (PD-99); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request from Prosper Villages at Legacy, LLC ("Applicant"), to rezone 19.364 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, from Planned Development-43 (PD-43), Planned Development-65 (PD-65), and Specific Use Permit-9 (S-9), to Planned Development-99 (PD-99) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, Public Hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

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

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

SECTION 1

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

SECTION 2

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance, adopted by Ordinance No. 05-20 is amended as follows: The zoning designation of the below described property containing 19.364 acres of land, more or less, in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads, and alleyways contiguous and/or adjacent thereto is hereby zoned as Planned

Development-99 (PD-98) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with 1) the Statement of Intent and Purpose, attached hereto as Exhibit B; 2) the Development Standards, attached hereto as Exhibit C; 3) the Site Plan, attached hereto as Exhibit D; 4) the Development Schedule, attached hereto as Exhibit E; 5) the Façade Plans, attached hereto as Exhibit F; and 6) the Landscape Plans, attached hereto as Exhibit G, which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

- 1. Approval of a Development Agreement, including right-of-way and easement dedication and masonry regulations consistent with the proposed Exhibit F.

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

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

Savings/Repealing Clause. Prosper’s Zoning Ordinance No. 05-20 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF SEPTEMBER, 2019.

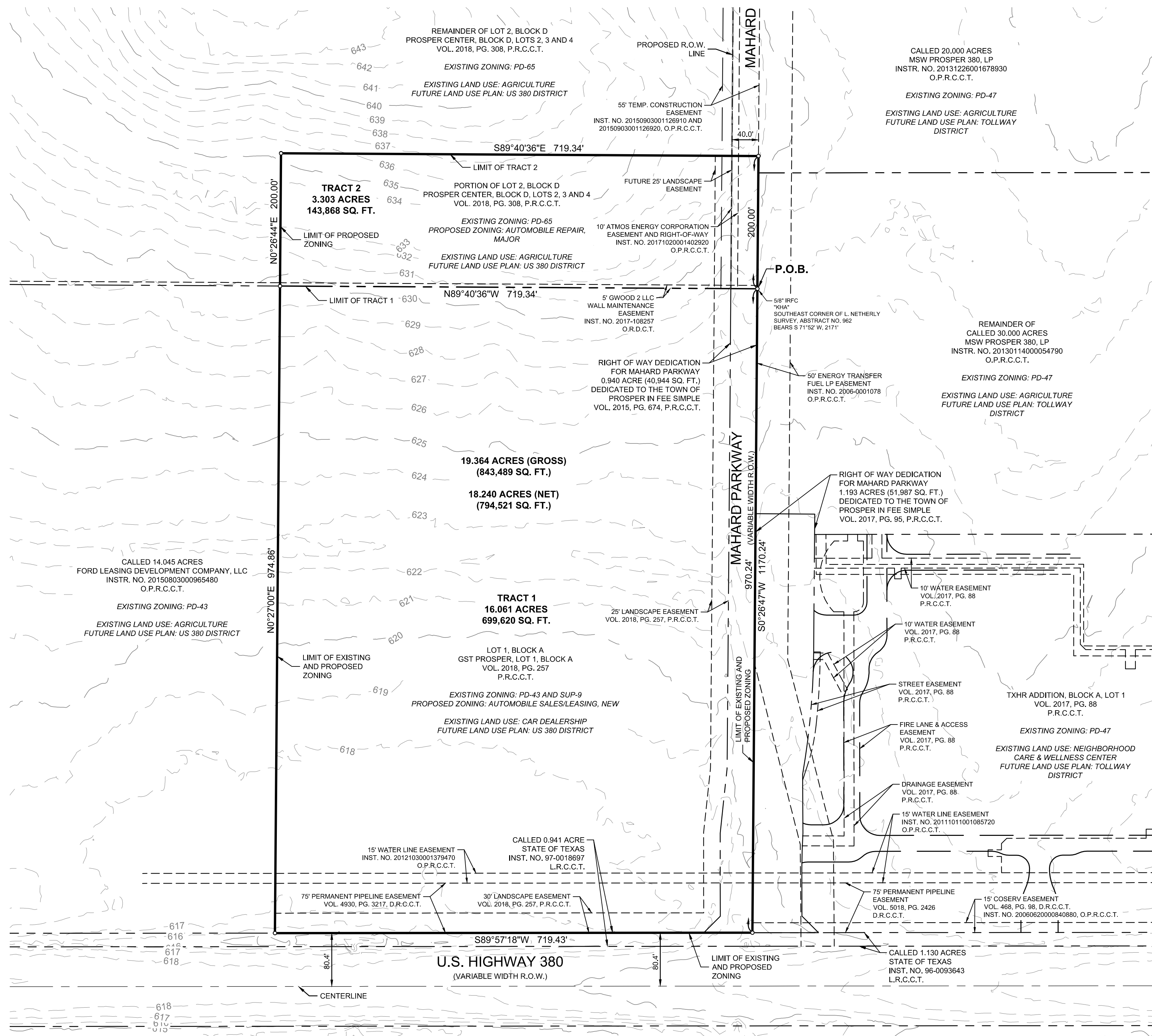
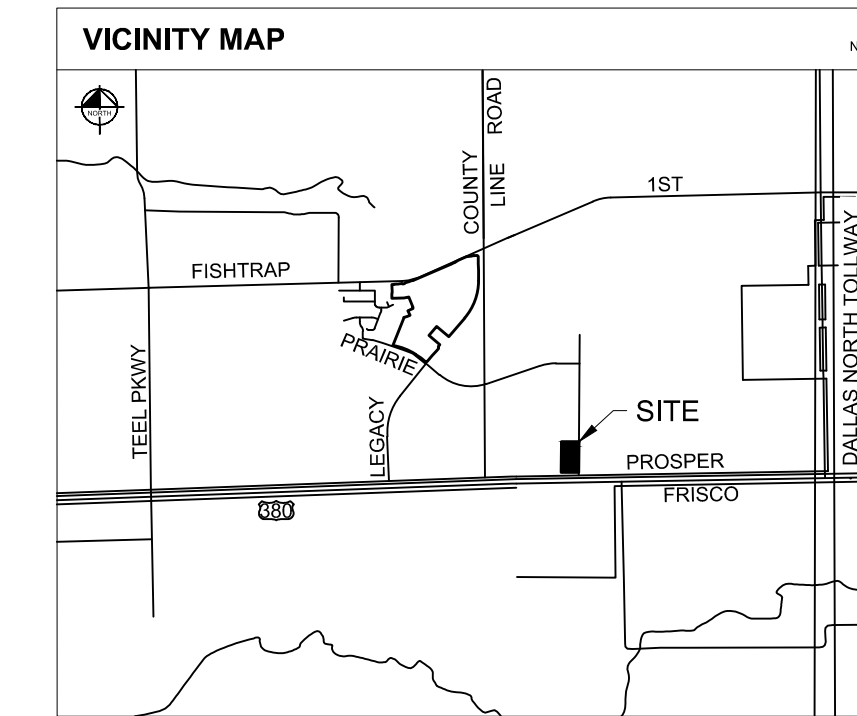
Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



LEGAL DESCRIPTION: BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas, and being a portion of Lot 2, Block D of Prosper Center, Block D, Lots 2, 3 and 4, according to the Revised Conveyance Plat thereof recorded in Volume 2018, Page 308 of the Plat Records of Collin County, Texas, and being all of Lot 1, Block A and all of the Right-of-Way Dedication created in GST Prosper, Lot 1, Block A, according to the Conveyance Plat thereof recorded in Volume 2015, Page 674 of the Plat Records of Collin County, Texas, and also being a portion of U.S. Highway 380, a variable width right-of-way, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" found for the easterly southeast corner of said Lot 2, Block D, common to the northeast corner of said right-of-way dedication for Mahard Parkway in the Conveyance Plat recorded in Volume 2015, Page 674 of the Plat Records of Collin County, Texas, same being in the centerline of said Mahard Parkway and the westerly line of a called 30.000 acre tract of land described in a deed to MSW Prosper 380, LP, as recorded in Instrument No. 20130114000054790 of the Official Public Records of Collin County, Texas;

THENCE South 0°26'47" West, along the easterly line of said right-of-way dedication, the centerline of said Mahard Parkway, the westerly line of said 30.000 acre tract, and the westerly line of a right-of-way dedication for Mahard Parkway recorded in Volume 2017, Page 95 of the Plat Records of Collin County, Texas, a distance of 970.24 feet to the southeast corner of said Lot 1, Block A, being on the northerly right-of-way line of said U.S. Highway 380;

THENCE South 89°57'18" West, along the northerly right-of-way line of said U.S. Highway 380 and the southerly line of said Lot 1, Block A, a distance of 719.43 feet to the southwest corner of said Lot 1, Block A, common to the southeast corner of a called 14.045 acre tract of land described in a deed to Ford Leasing Development Company, LLC, as recorded in Instrument No. 20150803000965480 of the Official Public Records of Collin County, Texas;

THENCE North 0°27'00" East, departing the northerly right-of-way line of said U.S. Highway 380 and along the westerly line of said Lot 1, Block A and the easterly line of said 14.045 acre tract, a distance of 974.86 feet to the northwest corner of said Lot 1, Block A, common to the northeast corner of said 14.045 acre tract, being on the southerly line of said Lot 2, Block D;

THENCE North 0°26'44" East, departing the southerly line of said Lot 2, Block D and crossing said Lot 2, Block D, a distance of 200.00 feet to a point for corner;

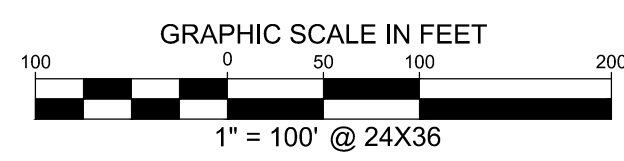
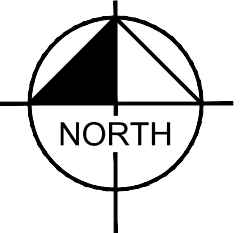
THENCE South 89°40'36" East, continuing across said Lot 2, Block D, a distance of 719.34 feet to a point for corner on the easterly line of said Lot 2, Block D, and the westerly line of a called 20.000 acre tract of land described in a deed to MSW Prosper 380, LP, as recorded in Instrument No. 20131226001678930 of the Official Public Records of Collin County, Texas;

THENCE South 0°26'47" West, along the easterly line of said Lot 2, Block D, the westerly line of said 20.000 acre tract, and the westerly line of said 30.000 acre tract, a distance of 200.00 feet to the POINT OF BEGINNING and containing 19.364 acres (843,489 square feet) 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.

PRELIMINARY THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

SYLVIANA GUNAWAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6461 6160 WARREN PKWY., SUITE 210 FRISCO, TEXAS 75034 PH. 972-335-3580 sylviana.gunawan@kimley-horn.com



- NOTES: 1. Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T. 2. According to Map No. 48121C0230J, dated June 02, 2009 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration and Map No. 48085C0230J, 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 located within Zone "X-Unshaded", which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. 3. 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.

LEGEND P.O.B. = POINT OF BEGINNING IRSC = 5/8" IRON ROD W/ "KHA" CAP SET IPF = IRON PIPE FOUND INST. = INSTRUMENT DOC. = DOCUMENT NO. = NUMBER VOL. = VOLUME PG. = PAGE D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS O.R.D.C.T. = OFFICIAL RECORDS, DENTON COUNTY, TEXAS P.R.D.C.T. = PLAT RECORD, DENTON COUNTY, TEXAS P.R.C.C.T. = PLAT RECORD, COLLIN COUNTY, TEXAS O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

EXHIBIT A 19.364 ACRES (GROSS) 18.240 ACRES (NET) PORTION OF LOT 2, BLOCK D OF PROSPER CENTER, BLOCK D, LOTS 2, 3 AND 4 AND ALL OF GST PROSPER, LOT 1, BLOCK A COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147 TOWN OF PROSPER, COLLIN COUNTY, TEXAS CASE NO. Z19-0007

Kimley Horn logo and contact information: 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779 Scale 1" = 100' Drawn by SG Checked by KHA Date MAY 2019 Project No. 067252018 Sheet No. 1 OF 1 OWNERS: Prosper Villages at Legacy LLC 10950 Research Road Frisco, Texas 75033 Ph: 214.387.3993 Contact: Clint Richardson GSWOOD 2 LLC 3534 N. Peck Road El Monte, California 91731 Ph: 626.580.1332 Contact: Doug Eroh ENGINEER: Kimley-Horn and Associates, Inc. 5750 Genesis Court, Suite 200 Frisco, Texas 75034 Ph: 972.335.3580 Contact: Thomas Fletcher, P.E.

Z19-0007

EXHIBIT "B"

STATEMENT OF INTENT AND PURPOSE

The Planned Development District provides the ability to accommodate automobile sales, automobile service, and automobile repairs to the regional community on a tract of land within the Town of Prosper located at the intersection of a state highway and a Minor Thoroughfare.

The majority of the Planned Development District will accommodate an existing automobile sales facility and provide for the addition of an adjacent automobile repair facility.

Z19-0007

EXHIBIT "C"

DEVELOPMENT STANDARDS

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply.

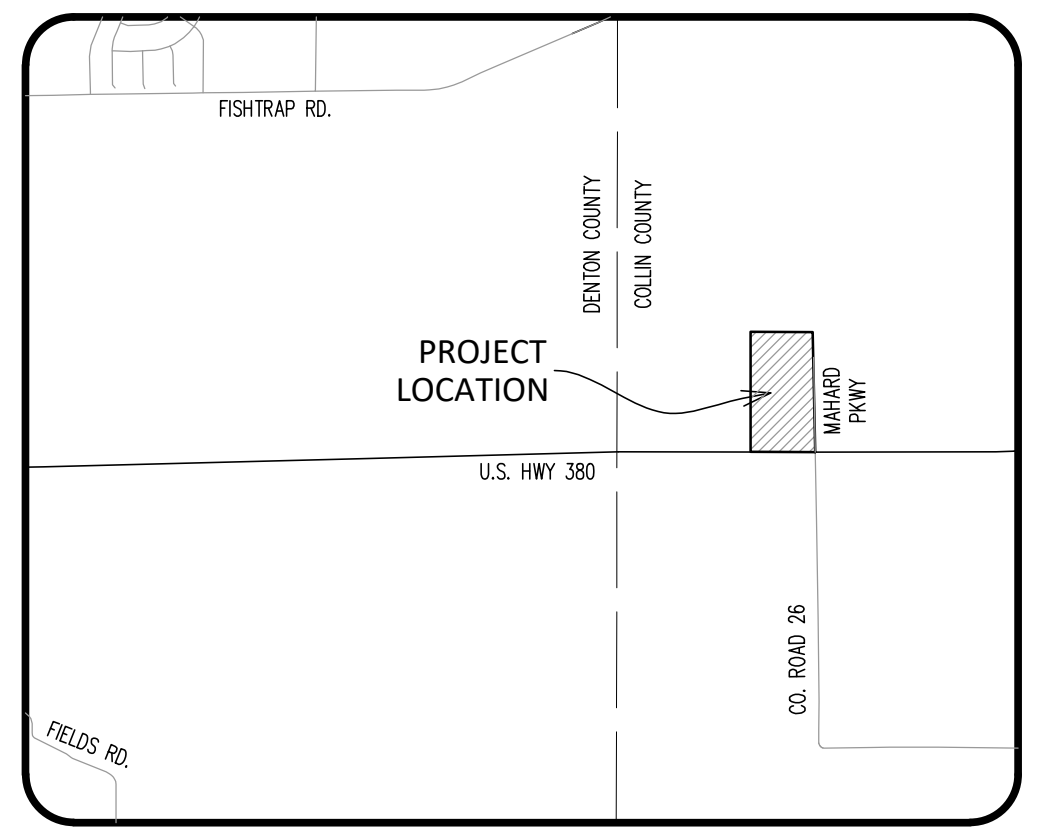
Tract 1 – An existing automobile dealership located on approximately 16.06 acres, previously authorized by SUP-9 (Ordinance No. 14-71) for the operation of a New Automobile Sales/Leasing Facility.

1. Except as noted below, the Tract shall continue to be used in accordance with the Commercial (C) District, as it exists or may be amended.
2. Development Plans
 - a. Concept Plan: The tract shall continue to be used in general accordance with the attached concept plan, set forth in Exhibit D.
 - b. Elevations: The tract shall continue to be used in general accordance with the attached façade plans, set forth in Exhibit F.
 - c. Landscape Plan: The tract shall continue to be used in general accordance with the attached landscape plan, set forth in Exhibit G.
3. Uses. Uses shall be permitted in accordance with the Commercial (C) District with the exception of the following:
 - a. Automobile Sales / Leasing, New shall be permitted on the subject property.
4. Regulations:
 - a. No outdoor intercoms, speakers, or sound amplification devices shall be utilized on the property;
 - b. Any structures with a garage or bay shall include an automatic door closing device for such garage or bay, exclusive of the Automatic Car Wash; and
 - c. After-hours reduction of outdoor lighting by ninety percent (90%) at the daily close of business.

Tract 2 – A proposed automotive body repair facility located on approximately 3.13 acres.

1. Except as noted below, the Tract shall develop in accordance with the Commercial (C) District, as it exists or may be amended.
2. 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 façade plans, set forth in Exhibits F-2.
 - c. Landscape Plan: The tract shall be developed in general accordance with the attached landscape plan, set forth in Exhibit G-2.

3. Uses. Uses shall be permitted in accordance with the Commercial (C) District with the exception of the following:
 - a. Automobile Repair, Major shall be permitted on the subject property.
4. Regulations:
 - a. No outdoor intercoms, speakers, or sound amplification devices shall be utilized on the property;
 - b. Any structures with a garage or bay shall include an automatic door closing device for such garage or bay; and
 - c. After-hours reduction of outdoor lighting by ninety percent (90%) at the daily close of business.
5. Screening: Required screening shall be as follows:
 - a. An 8' tall masonry screening wall shall be provided adjacent to any residentially zoned property and constructed of materials consistent with any screening provided on the eastern adjacent property.
6. Parking: On-street parking for customers, employees or other vehicles related to the automotive body repair facility shall be prohibited, and all repair-related vehicles shall be stored and screened on Tract 2, and shall be prohibited on Tract 1.



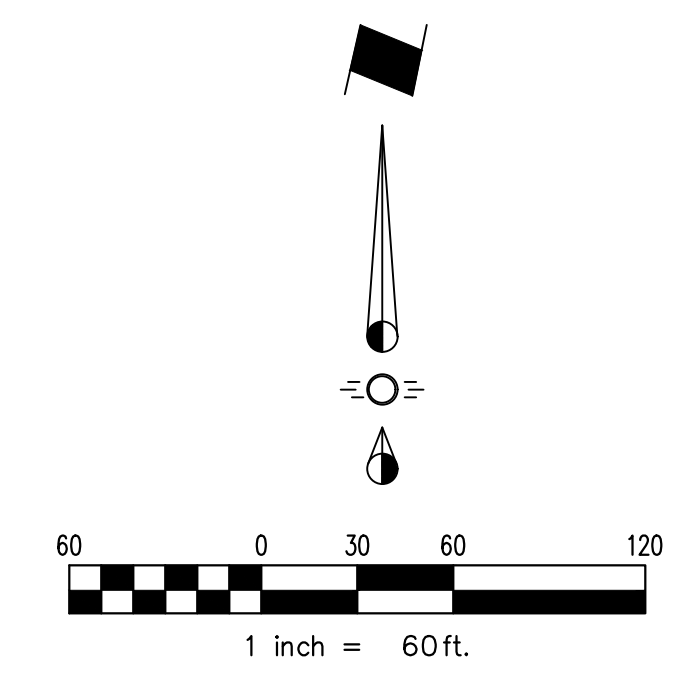
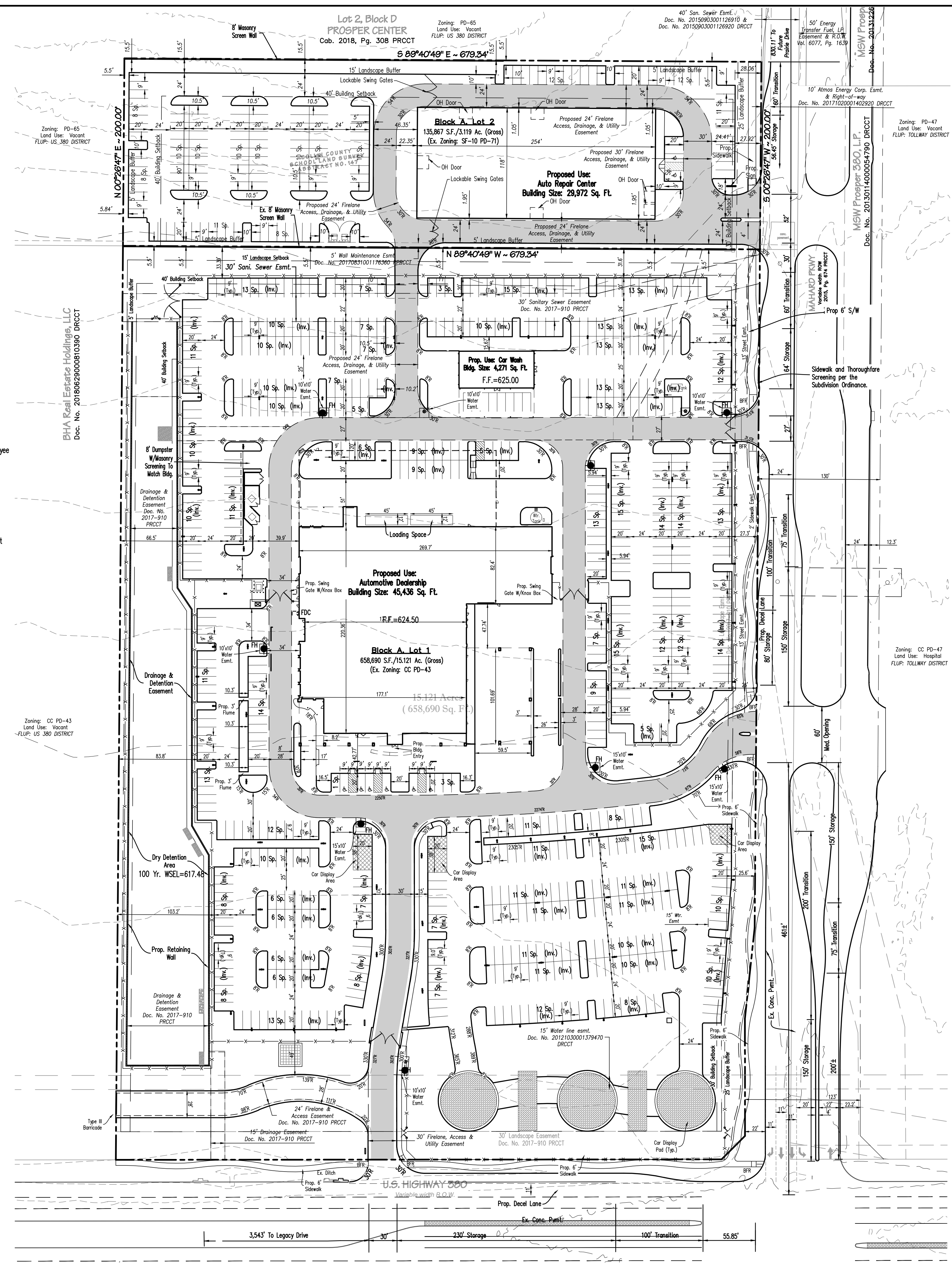
LOCATION MAP
1" = 2000'

Site Data

	Lot 1, Block A	Lot 2, Block A
Ex. Zoning	CC PD-43	SF (Single Family) PD-65
Proposed Use	Automobile Sales/ Leasing	Auto Repair Center
Lot Area	15,121 AC. (659,690 S.F.) - Net	3,119 AC. (135,867 Sq. Ft.)
Building Area	45,436 Sq. Ft. Total	29,972 Sq. Ft. Total
Building Height	1 Story, 40' Max.	29.972' Max.
Lot Coverage	8.93%	22.06%
Floor Area Ratio	0.0893:1	0.221:1
Parking Required	1 Sp./500 Sq. Ft.=118 Spaces	3 per Bay (10 Bays) + 1 per Employee (20 Emp.) = 50 Spaces
Customer/Employee Parking Provided	118 Spaces (Incl. 6 HC)	145 Spaces
Inventory Parking Provided	663 Spaces	781 Spaces (Incl. 6 HC)
Total Parking Provided	781 Spaces (Incl. 6 HC)	951 Spaces (Incl. 6 HC)
Total Impervious Surface	371,409 Sq. Ft.	99,103 Sq. Ft.
Required Open Space (7%)	46,178 Sq. Ft.	9,511 Sq. Ft.
Provided Open Space	78,863 Sq. Ft.	2,568 Sq. Ft.
Required Landscape Area	15 Sq. Ft. Per Pkg Sp.=13,395 Sq. Ft.	15 Sq. Ft. Per Pkg Sp.= 2,115 Sq. Ft.
Provided Landscape Area	16,353 Sq. Ft.	2,130 Sq. Ft.

Notes:

- Total Open Space Required = 55,689 Sq. Ft.
Total Open Space Provided = 84,431 Sq. Ft.
- Lot 1 detention pond was designed to accommodate single family developed flows from Lot 2. Any additional detention required at the time of Lot 2 development shall be provided on Lot 2 or via adjustment to facilities on Lot 1.



LEGEND

- FIRELANE, ACCESS & UTILITY EASEMENT
- EXISTING CONTOUR
- LANDSCAPE AREA
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
- POWER POLE
- LIGHT POLE/STANDARD
- GUY WIRE ANCHOR
- BOLLARD
- SIGNPOST
- OVERHEAD POWER LINE
- CONTROL MONUMENT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED MANHOLE
- EXISTING MANHOLE
- PROPOSED METER

Notes:

- The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.
- No 100 year floodplain exists onsite.

Town Case No. Z19-0007
EXHIBIT "D"

GST PROSPER

BLOCK A, LOT 1 & 2
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
COLLIN CO. SCHOOL LAND SURVEY, ABST. NO. 147
18.240 Acres

Drawing: G:\2018_085\18-225_Toyota Regal Repair Center\18-225- Zoning Exhibit "D".dwg Saved By: Reliance Save Time: 7/18/2019 9:35:16 AM
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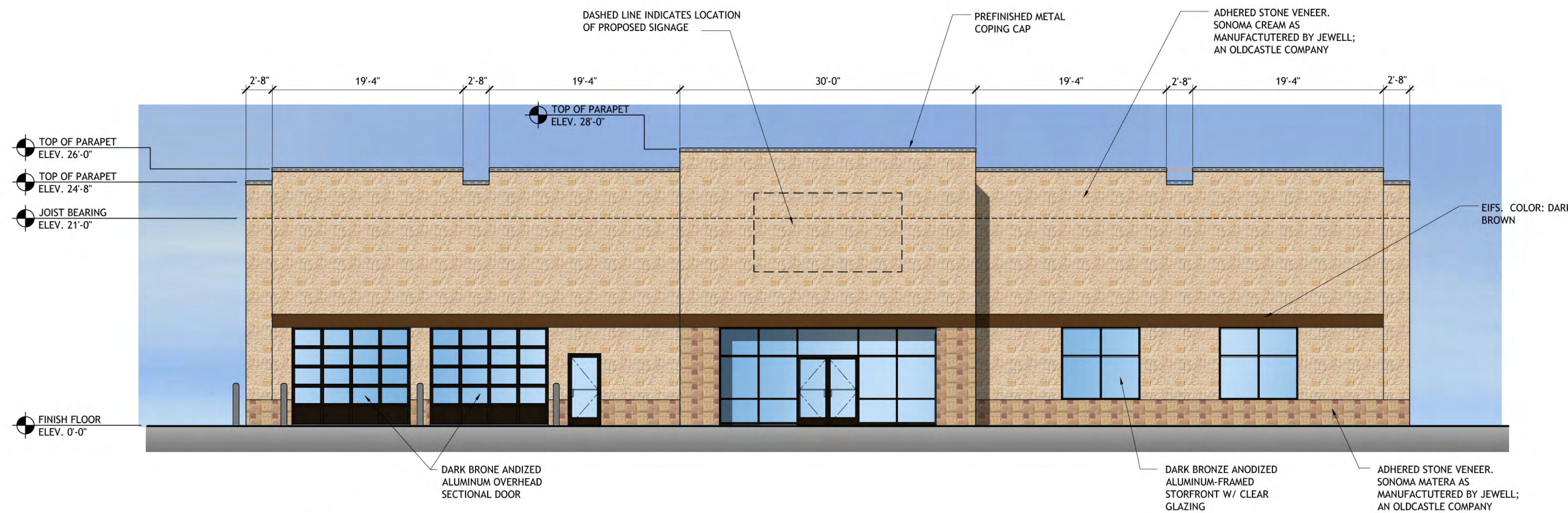
Z19-0007

EXHIBIT "E"

DEVELOPMENT SCHEDULE

The automobile dealership is an existing use on Tract 1. It is anticipated that the construction of the automobile repair center on Tract 2 will begin within 1 to 3 years after approval of the zoning ordinance.

Progress of development will depend on time frames established for construction of thoroughfares, utilities, and market trends/demands for the area.



PROPOSED EAST ELEVATION

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

MATERIALS CALCULATION

EAST ELEVATION
 TOTAL SURFACE AREA: 3,404 S.F.
 GLAZING SURFACE AREA: 603 S.F.
 NET SURFACE AREA (EXCLUDES GLAZING): 2,801 S.F.

FIELD STONE: 2,194 S.F. / 78%
 ACCENT STONE: 397 S.F. / 14%
 EIFS: 158 S.F. / 6%
 METAL COPING: 52 S.F. / 2%

SOUTH ELEVATION
 TOTAL SURFACE AREA: 6,318 S.F.
 GLAZING SURFACE AREA: 340 S.F.
 NET SURFACE AREA (EXCLUDES GLAZING): 5,978 S.F.

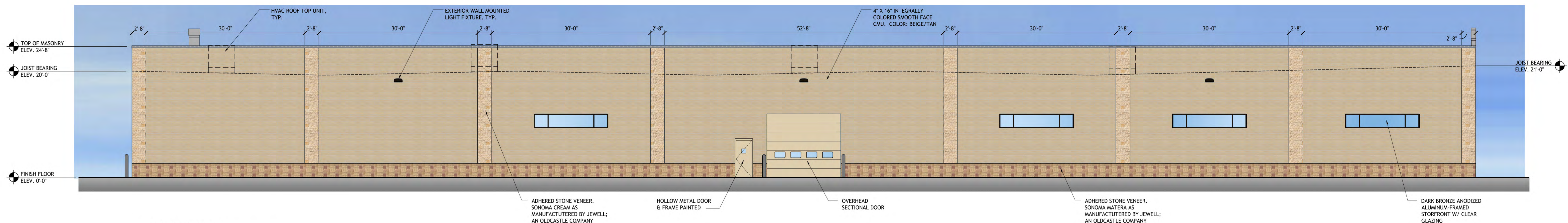
STONE AT COLUMNS: 464 S.F. / 8%
 STONE AT BASE: 631 S.F. / 10%
 METAL COPING: 106 S.F. / 2%
 INTEGRALLY COLORED CMU: 4,777 S.F. / 80%

WEST ELEVATION
 TOTAL SURFACE AREA: 2,935 S.F.
 GLAZING SURFACE AREA: 266 S.F.
 NET SURFACE AREA (EXCLUDES GLAZING): 2,669 S.F.

STONE AT COLUMNS: 232 S.F. / 9%
 STONE AT BASE: 269 S.F. / 10%
 METAL COPING: 49 S.F. / 2%
 INTEGRALLY COLORED CMU: 2,119 S.F. / 79%

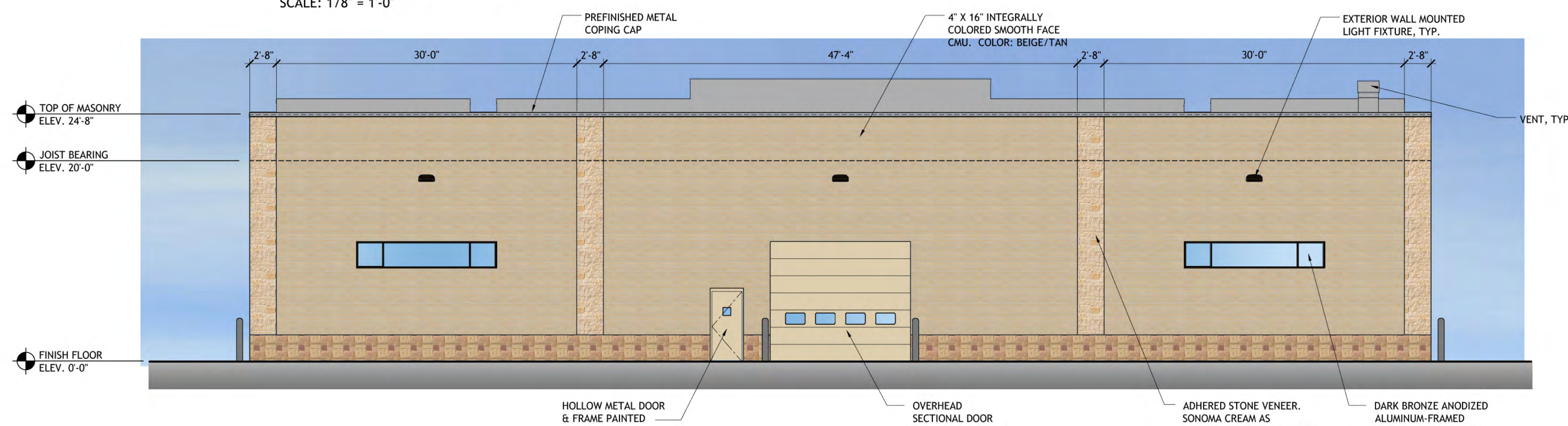
NORTH ELEVATION
 TOTAL SURFACE AREA: 6,318 S.F.
 GLAZING SURFACE AREA: 545 S.F.
 NET SURFACE AREA (EXCLUDES GLAZING): 5,773 S.F.

STONE AT COLUMNS: 464 S.F. / 8%
 STONE AT BASE: 594 S.F. / 10%
 METAL COPING: 106 S.F. / 2%
 INTEGRALLY COLORED CMU: 4,609 S.F. / 80%



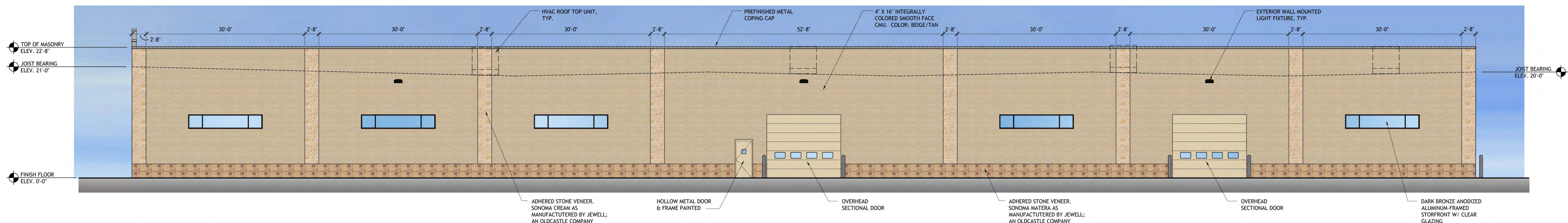
PROPOSED SOUTH ELEVATION

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



PROPOSED WEST ELEVATION

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



PROPOSED NORTH ELEVATION

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

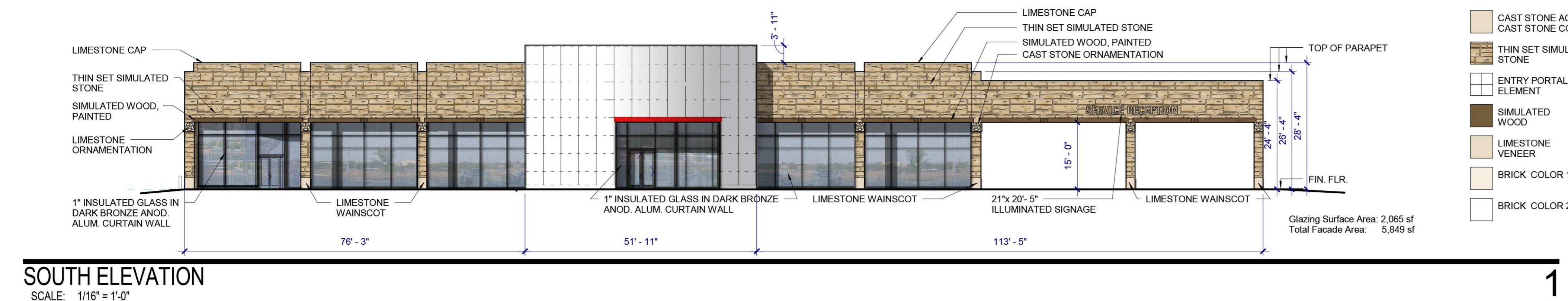
- GENERAL NOTES:**
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DEPARTMENT.
 2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING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

OWNER:
 GWOOD, LLC
 2100 W. UNIVERSITY DRIVE
 PROSPER, TX 75078

APPLICANT:
 DOUG EROH
 PENSKO MOTOR GROUP
 2100 W. UNIVERSITY DRIVE
 PROSPER, TX 75078
 PH: 626.580.1332

PROPOSED AUTO REPAIR CENTER
 BLOCK A, LOT 2
 MAHARD PARKWAY
 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

TOWN CASE NO. D19-00
 EXHIBIT "F"
 07.31.2019



CAST STONE ACCENT AND CAST STONE COPING	30 sf 1% Coverage
THIN SET SIMULATED STONE	2,198 sf 59% Coverage
ENTRY PORTAL ELEMENT	1,323 sf 34% Coverage
SIMULATED WOOD	170 sf 4% Coverage
LIMESTONE VENEER	63 sf 2% Coverage
BRICK COLOR 1	
BRICK COLOR 2	

SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

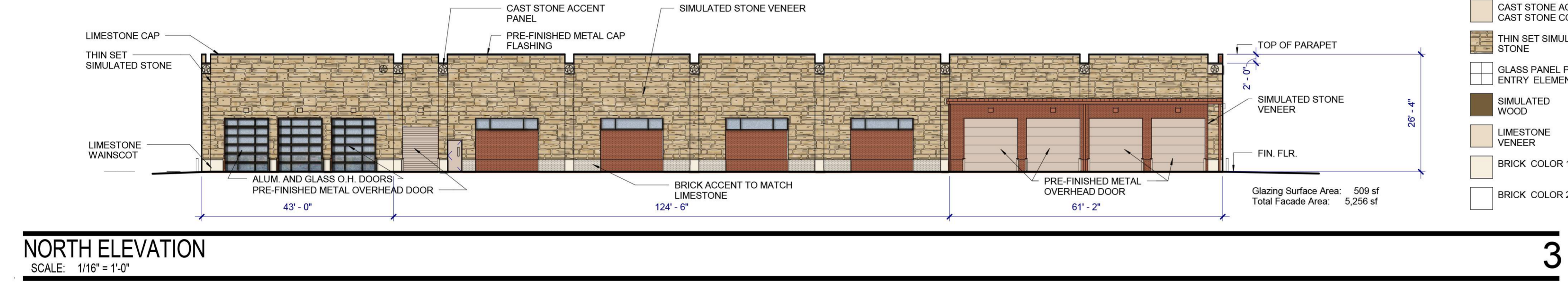
1



CAST STONE ACCENT AND CAST STONE COPING	44 sf 1% Coverage
THIN SET SIMULATED STONE	3,378 sf 79% Coverage
GLASS PANEL PORTAL ENTRY ELEMENT	87 sf 2% Coverage
SIMULATED WOOD	65 sf 2% Coverage
LIMESTONE VENEER	480 sf 11% Coverage
BRICK COLOR 1	
BRICK COLOR 2	191 sf 5% Coverage

WEST ELEVATION
SCALE: 1/16" = 1'-0"

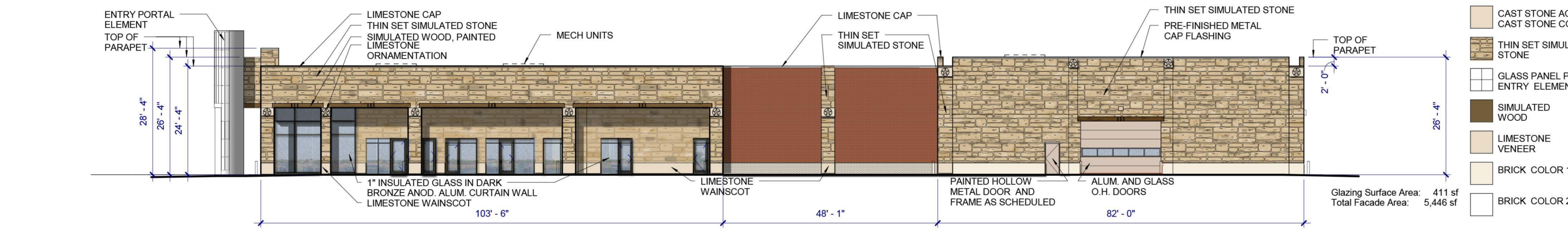
4



CAST STONE ACCENT AND CAST STONE COPING	42 sf 1% Coverage
THIN SET SIMULATED STONE	3,592 sf 75% Coverage
GLASS PANEL PORTAL ENTRY ELEMENT	87 sf 2% Coverage
SIMULATED WOOD	59 sf 1% Coverage
LIMESTONE VENEER	645 sf 14% Coverage
BRICK COLOR 1	
BRICK COLOR 2	322 sf 7% Coverage

NORTH ELEVATION
SCALE: 1/16" = 1'-0"

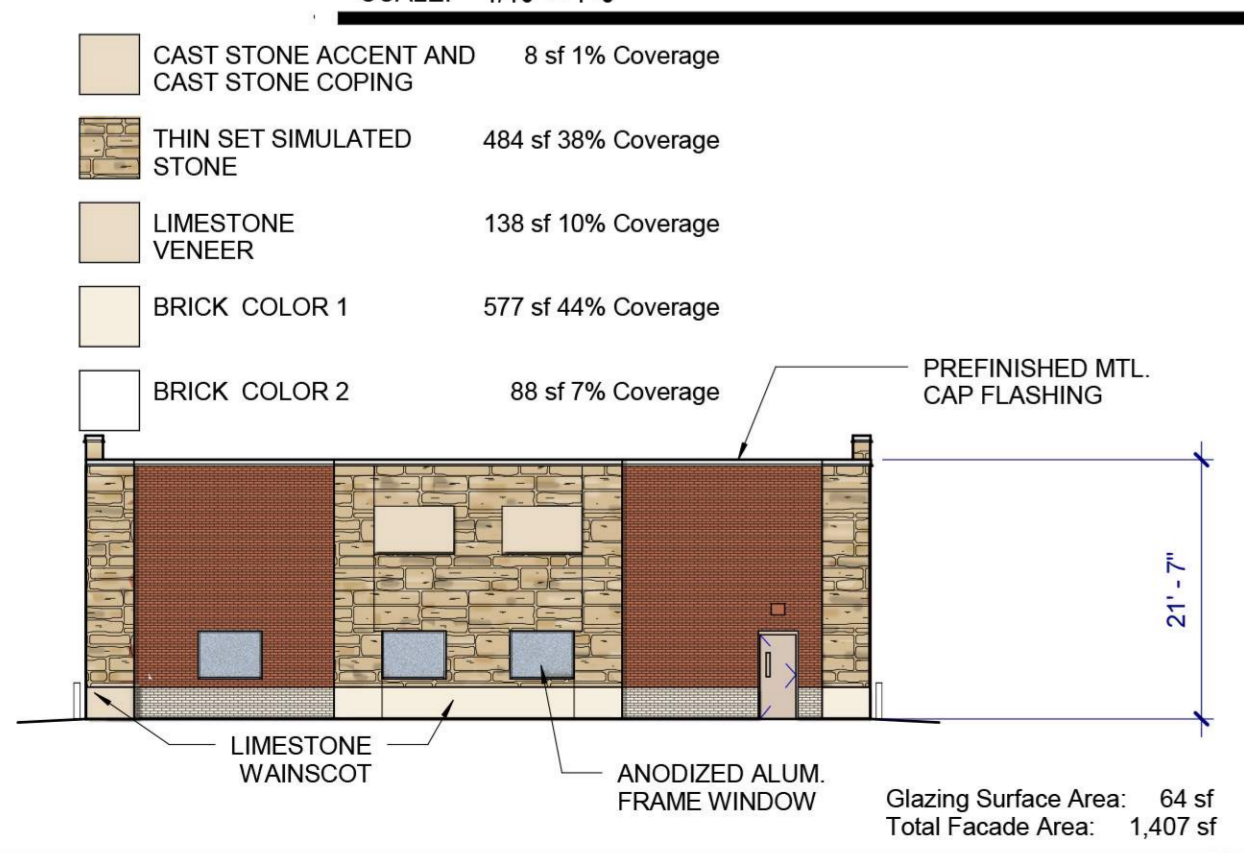
3



CAST STONE ACCENT AND CAST STONE COPING	57 sf 1% Coverage
THIN SET SIMULATED STONE	3,977 sf 79% Coverage
GLASS PANEL PORTAL ENTRY ELEMENT	95 sf 2% Coverage
SIMULATED WOOD	234 sf 4% Coverage
LIMESTONE VENEER	814 sf 40% Coverage
BRICK COLOR 1	
BRICK COLOR 2	68 sf 1% Coverage

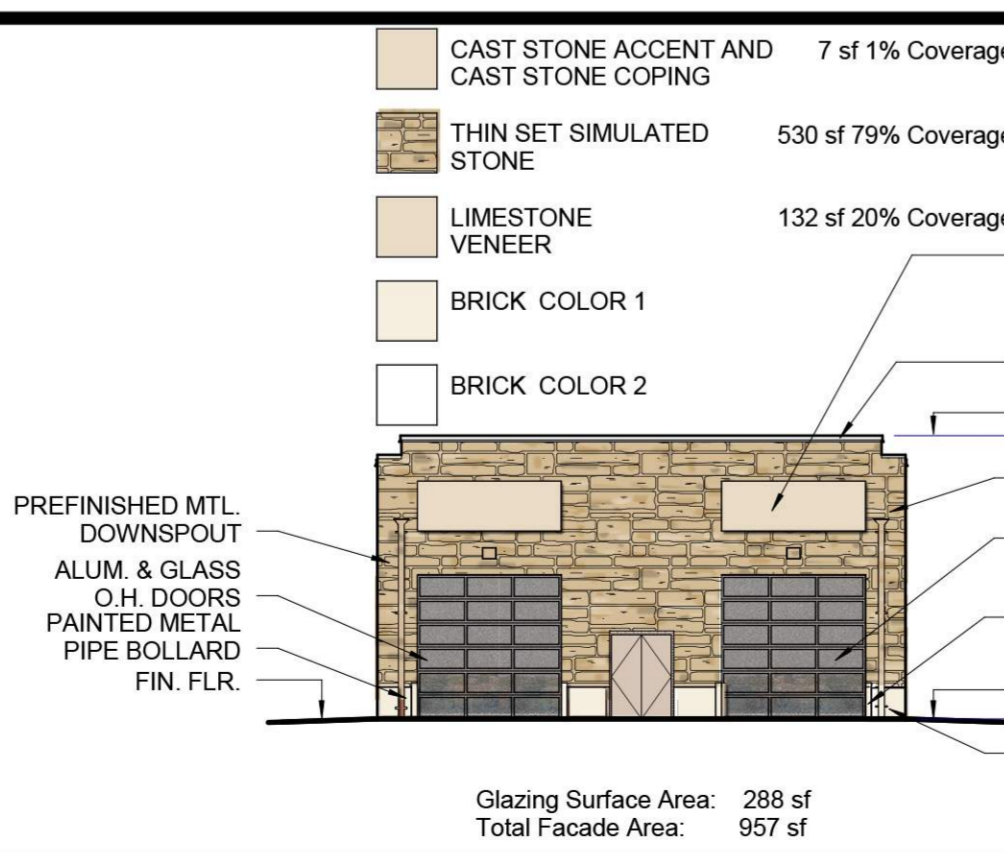
EAST ELEVATION
SCALE: 1/16" = 1'-0"

2



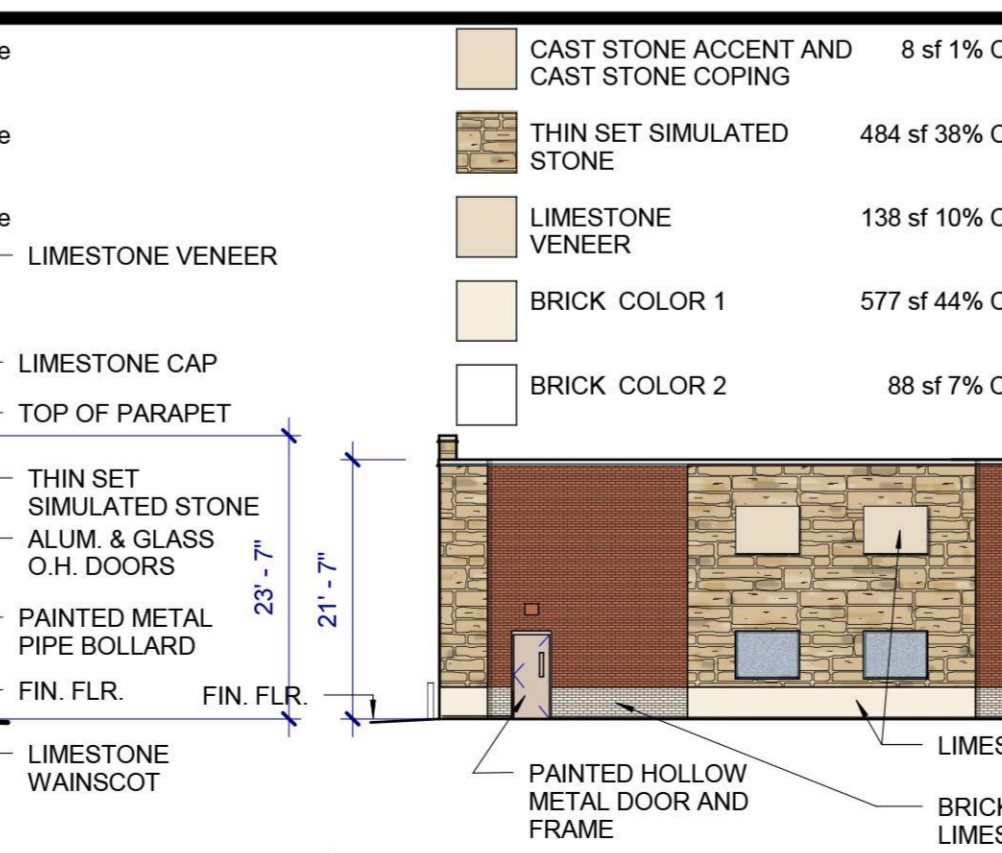
CAST STONE ACCENT AND CAST STONE COPING	8 sf 1% Coverage
THIN SET SIMULATED STONE	484 sf 38% Coverage
LIMESTONE VENEER	138 sf 10% Coverage
BRICK COLOR 1	577 sf 44% Coverage
BRICK COLOR 2	88 sf 7% Coverage

Glazing Surface Area: 64 sf
Total Facade Area: 1,407 sf



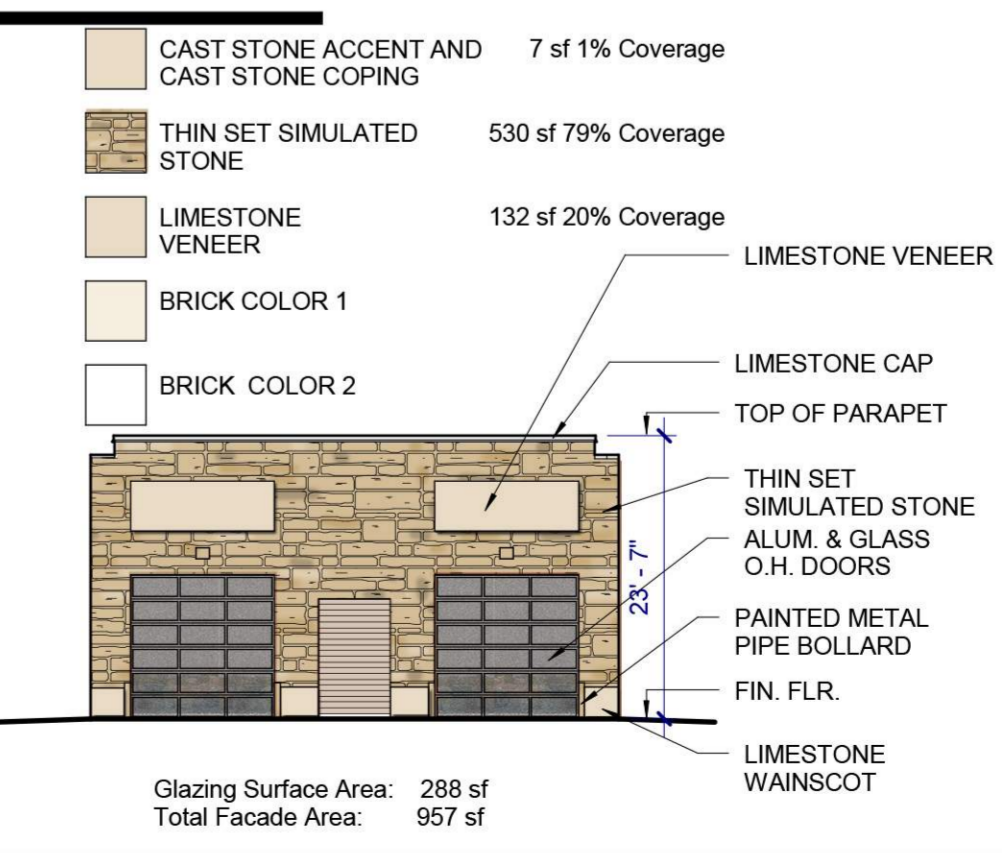
CAST STONE ACCENT AND CAST STONE COPING	7 sf 1% Coverage
THIN SET SIMULATED STONE	530 sf 79% Coverage
LIMESTONE VENEER	132 sf 20% Coverage
BRICK COLOR 1	
BRICK COLOR 2	

Glazing Surface Area: 288 sf
Total Facade Area: 957 sf



CAST STONE ACCENT AND CAST STONE COPING	8 sf 1% Coverage
THIN SET SIMULATED STONE	484 sf 38% Coverage
LIMESTONE VENEER	138 sf 10% Coverage
BRICK COLOR 1	577 sf 44% Coverage
BRICK COLOR 2	88 sf 7% Coverage

Glazing Surface Area: 64 sf
Total Facade Area: 1,407 sf



CAST STONE ACCENT AND CAST STONE COPING	7 sf 1% Coverage
THIN SET SIMULATED STONE	530 sf 79% Coverage
LIMESTONE VENEER	132 sf 20% Coverage
BRICK COLOR 1	
BRICK COLOR 2	

Glazing Surface Area: 288 sf
Total Facade Area: 957 sf

NORTH CARWASH ELEVATION
SCALE: 1/16" = 1'-0"

8 EAST CARWASH ELEVATION
SCALE: 1/16" = 1'-0"

7 SOUTH CARWASH ELEVATION
SCALE: 1/16" = 1'-0"

6 WEST SOUTH CARWASH ELEVATION
SCALE: 1/16" = 1'-0"

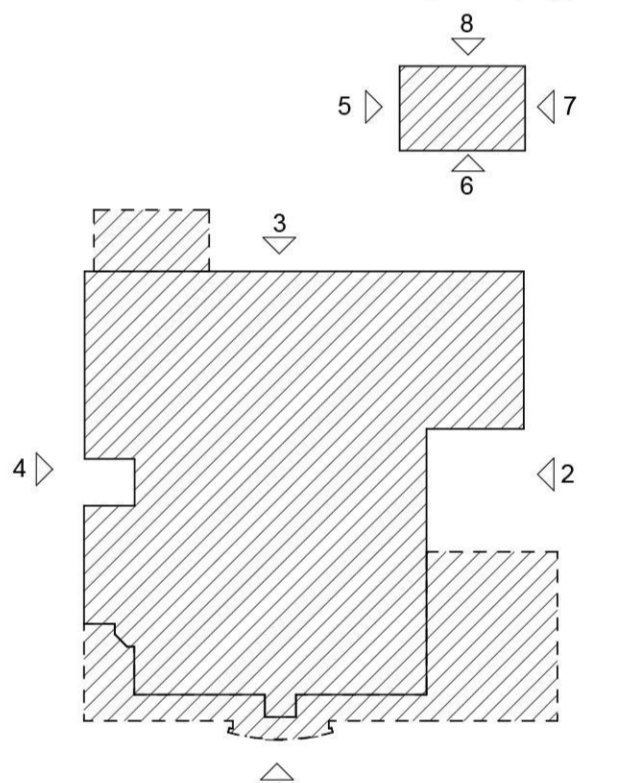
CONFIDENTIAL CLIENT
PROSPER, TX

Gensler
5420 LBJ Freeway
Suite 1100
Dallas TX 75240
Tel: 214.273.1500

Issue #	Issue Date	Issue Description
-	-	-

This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division.
All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.
When permitted, exposed utility boxes and conduits shall be painted to match the building.
All signage areas and locations are subject to approval by the Building Inspection Department.

Windows shall have a maximum exterior visible reflectivity of ten (10) percent.



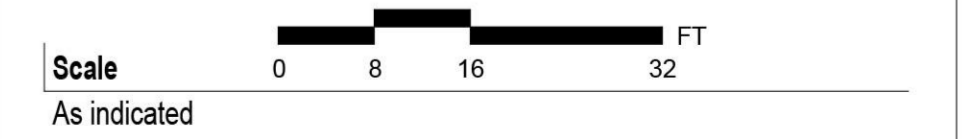
LOCATION KEY

Seal/Signature

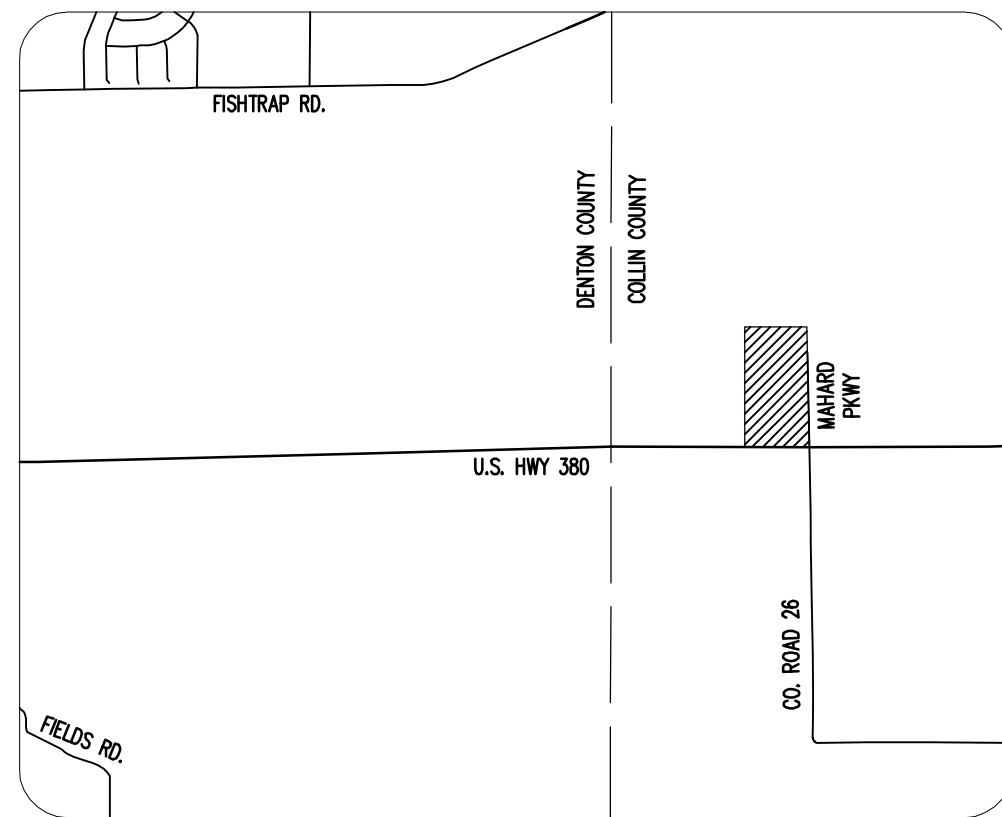
Project Name
PROSPER, TX

Project Number

Description
EXTERIOR ELEVATIONS



ELEVATIONS



LOCATION MAP
1" = 2000'

LANDSCAPE TABULATIONS: EXISTING LOT 1 BLOCK A

STREET REQUIREMENTS
Requirements: (1) tree, 3" cal., per 30 l.f. of frontage
(15) shrubs, 5 gal., per 30 l.f. of frontage or 3' ht. berm

MAHARD PARKWAY: (833.13 l.f. BASED ON R.O.W. DEDICATION)
Required: (28) trees, 3" cal. (420) shrubs
Provided: (39) trees, 3" cal. (466) shrubs

SH 380: (681.38 l.f.)
Required: (23) trees, 3" cal. (345) shrubs
Provided: (15) trees, 3" cal. located behind car display (24) small trees, 3" cal. @ 3:1 = (8) trees (360) shrubs

PARKING LOT (754 spaces)
Requirements: (1) tree, 3" cal., per 15 parking spaces and 15 s.f. of landscape per each parking space tree within 150' of any space

HEADLIGHT SCREEN PROVIDED

Required	Provided
(50) trees, 3" cal.	(103) trees, 3" cal.
11,310 s.f.	19,769 s.f.

PERIMETER LANDSCAPE
Requirements: 5' width; (1) small tree and (1) shrub, 5 gallon, per 15 l.f.

West Property Line: (974.90 l.f.)
Required: (65) small trees (65) shrubs, 5 gal.
Provided: (65) small trees (65) shrubs, 5 gal., along east side of detention

PERIMETER LANDSCAPE
Requirements: 15' width; (1) large tree per 30' and (1) shrub, 5 gallon, per 15 l.f.

North Property Line: (679.34 l.f.)
Required: (23) trees, 3" cal. (45) shrubs, 5 gal.
Provided: (26) trees, 3" cal. (61) shrubs, 4 ht.

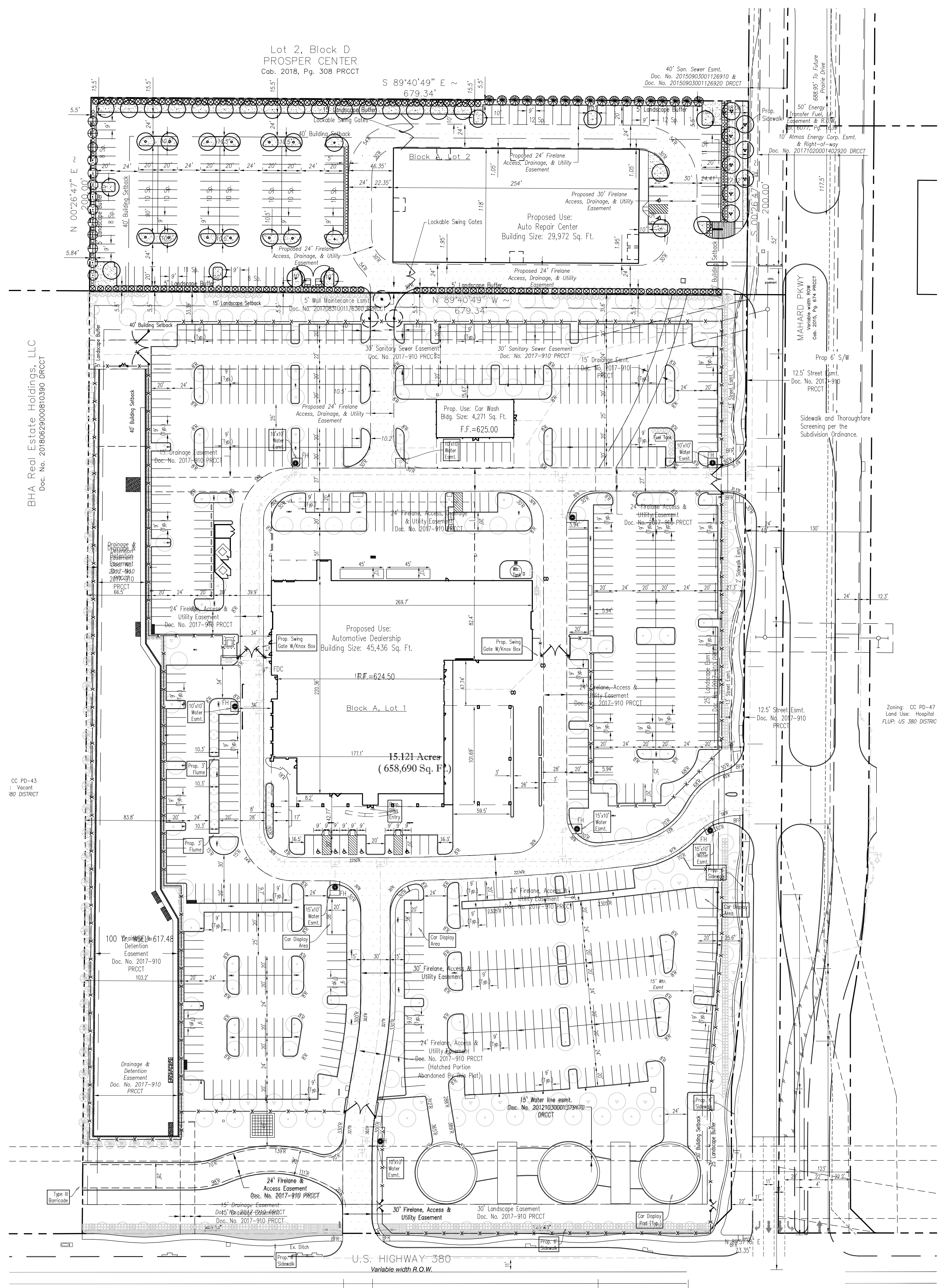
BUILDING LANDSCAPE
Requirements: (1) tree, 3" cal., per 10,000 s.f. of Gross Floor Area within 30' of building. Ornaments can be used at a ratio of 5:1

Gross Floor Area: 45,436 s.f.	Required	Provided
	(5) trees, 3" cal.	(4) trees, 3" cal.
		(5) ornaments, 10' ht.

OPEN SPACE REQUIREMENTS
Requirements: 7% OF TOTAL SITE AREA TO BE OPEN SPACE.
less required interior landscape, perimeter buffers / landscape setbacks

TOTAL SITE AREA: 658,690	OPEN SPACE REQUIRED: 46,178 S.F. (7%)	OPEN SPACE PROVIDED: 70,507 S.F. (10.7%)
--------------------------	---------------------------------------	--

- Notes:**
- Total Open Space Required = 55,689 Sq. Ft.
Total Open Space Provided = 84,431 Sq. Ft.
 - Lot 1 detention pond was designed to accommodate single family developed flows from Lot 2. Any additional detention required at the time of Lot 2 development shall be provided on Lot 2 or via adjustment to facilities on Lot 1.



Site Data

Ex. Zoning	CC PD-43
Proposed Use	Automobile Sales/ Leasing
Lot Area	15,121 AC. (659,690 S.F.) - Net
Building Area	45,436 Sq. Ft. Total
Building Height	1 Story, 40' Max.
Lot Coverage	8.93%
Floor Area Ratio	0.08931:1
Parking Required	1 Sp/500 Sq. Ft.=118 Spaces

Lot 1, Block A

Customer/Employee Parking Provided	118 Spaces (Incl. 6 HC)
Inventory Parking Provided	663 Spaces
Total Parking Provided	781 Spaces (Incl. 6 HC)
Total Impervious Surface	371,409 Sq. Ft.
Required Open Space (7%)	46,178 Sq. Ft.
Provided Open Space	78,863 Sq. Ft.
Required Landscape Area	15 Sq. Ft. Per Pkg Sp.=13,395 Sq. Ft.
Provided Landscape Area	16,353 Sq. Ft.

Lot 2, Block A

SF (Single Family) PD-65	59,103 Sq. Ft.
Auto Repair Center	29,972 Sq. Ft. Total
1 Story, 40' Max.	9,511 Sq. Ft.
22.06%	2,568 Sq. Ft.
0.221:1	15 Sq. Ft. Per Prk. Sp.= 2,115 Sq. Ft.
3 per Bay (10 Bays) + 1 per Employee	2,130 Sq. Ft.
(20 Emp) = 50 Spaces	

LANDSCAPE TABULATIONS: LOT 2 BLOCK A

STREET REQUIREMENTS
Requirements: (1) tree, 3" cal., per 30 l.f. of frontage
(15) shrubs, 5 gal., per 30 l.f. of frontage or 3' ht. berm

MAHARD PKWY: (200 l.f.)
Required: (7) trees, 3" cal. (100) shrubs
Provided: (7) trees, 3" cal. (100) shrubs

PARKING LOT (142 spaces)
Requirements: (1) tree, 3" cal., per 15 parking spaces and 15 s.f. of landscape per each parking space tree within 150' of any space

HEADLIGHT SCREEN PROVIDED

Required	Provided
(10) trees, 3" cal.	(103) trees, 3" cal.
2,130 s.f.	16,353 s.f.

PERIMETER LANDSCAPE
Requirements: 5' width; (1) small tree and (1) shrub, 5 gallon, per 15 l.f.

West Property Line: (200 l.f.)
Required: (13) small trees (13) shrubs, 5 gal.
Provided: (13) small trees (13) shrubs, 5 gal.

South Property Line: (679.34 l.f.)
Required: (45) small trees (45) shrubs, 5 gal.
Provided: (74) small trees (45) shrubs, added to west and bar island

North Property Line: (274 l.f.)
Required: (18) small trees (18) shrubs, 5 gal.
Provided: (18) small trees (18) shrubs, 4 ht. in 15' buffer

PERIMETER LANDSCAPE
Requirements: 15' width; (1) large tree per 30' and (1) shrub, 5 gallon, per 15 l.f.

North Property Line: (405.34 l.f.)
Required: (14) trees, 3" cal. (27) shrubs, 5 gal.
Provided: (16) trees, 3" cal. (27) shrubs, 4 ht.

BUILDING LANDSCAPE
Requirements: (1) tree, 3" cal., per 10,000 s.f. of Gross Floor Area within 30' of building. Ornaments can be used at a ratio of 5:1

Gross Floor Area: 29,972 s.f.	Required	Provided
NA	NA	NA

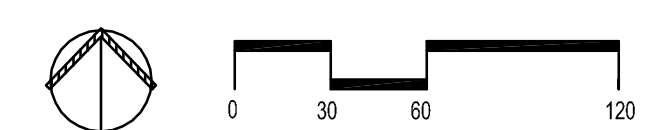
OPEN SPACE REQUIREMENTS
Requirements: 7% OF TOTAL SITE AREA TO BE OPEN SPACE.
less required interior landscape, perimeter buffers / landscape setbacks

TOTAL SITE AREA: 135,867	OPEN SPACE REQUIRED: 9,518 S.F. (7%)	OPEN SPACE PROVIDED: 2,568 S.F. (11.9%)
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PLANT LEGEND

- BALD CYPRESS, 3" CAL., 12' HT.
- LIVE OAK, 3" CAL., 12' HT.
- CHINESE PISTACHE, 3" CAL., 12' HT.
- RED OAK, 3" CAL., 12' HT.
- CREPE MYRTLE, 2" CAL., 10' HT. MIN.
- REDBUD, 3" CAL., 10' HT. MIN.
- EASTERN RED CEDAR, 2" CAL., 8' HT.
- NELLIE R. STEVENS HOLLY, 4' HT.
- DWARF BURFORD HOLLY, 5 GAL.
- GROUNDCOVER, TYPE 'A', 4" POTS
- LAWN, BERMUDAGRASS, SOLID SOD

01 SUP LANDSCAPE PLAN
SCALE: 1" = 60'-0"

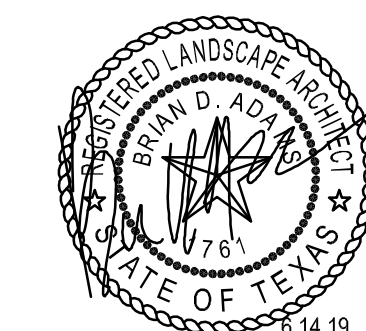


Town Case No. D19-00
EXHIBIT "E"

GST PROSPER

BLOCK A, LOT 1 & 2
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
COLLIN CO. SCHOOL LAND SURVEY, ABST. NO. 147
18.240 Acres

SUPL.1



smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel: 214-871-0083
Fax: 214-871-0545
Email: smr@smr-ls.com

SOLID SOD NOTES

1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
5. Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
6. Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
7. Water sod thoroughly as sod operation progresses.
8. Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
9. Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
10. If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

GENERAL LAWN NOTES

1. Fine grade areas to achieve final contours indicated on civil plans.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 3" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
5. All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
6. All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation.
7. Contractor shall provide (2") two inches of imported topsoil on all areas to receive lawn.

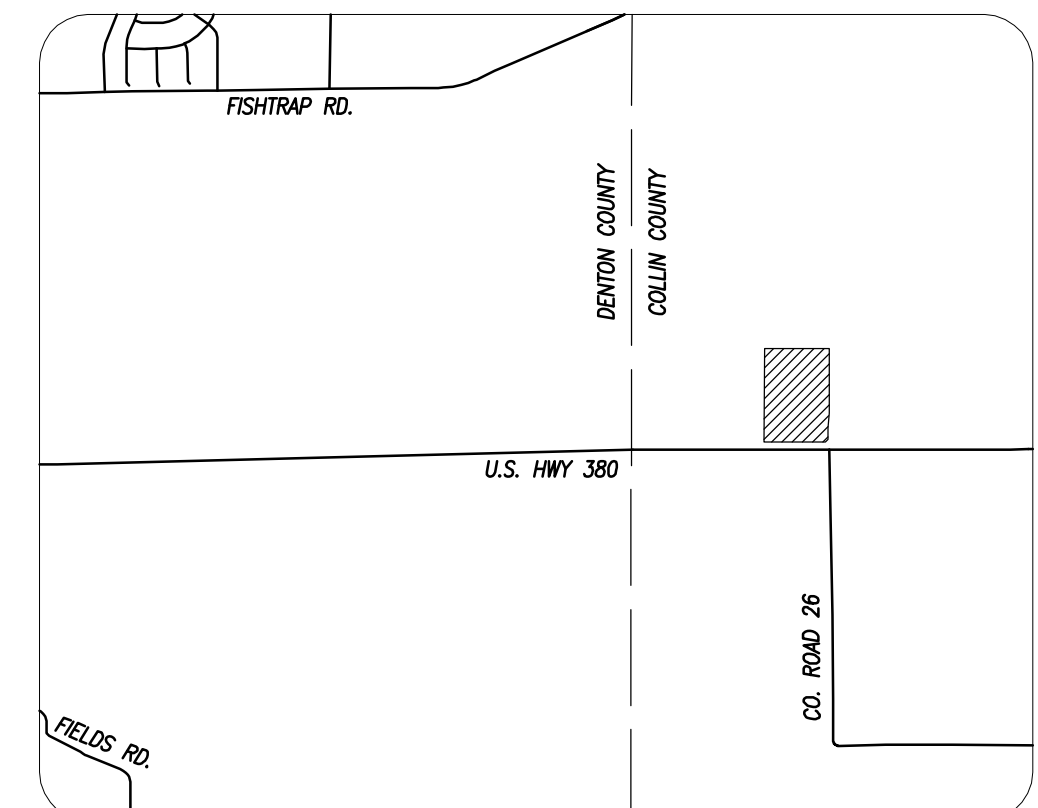
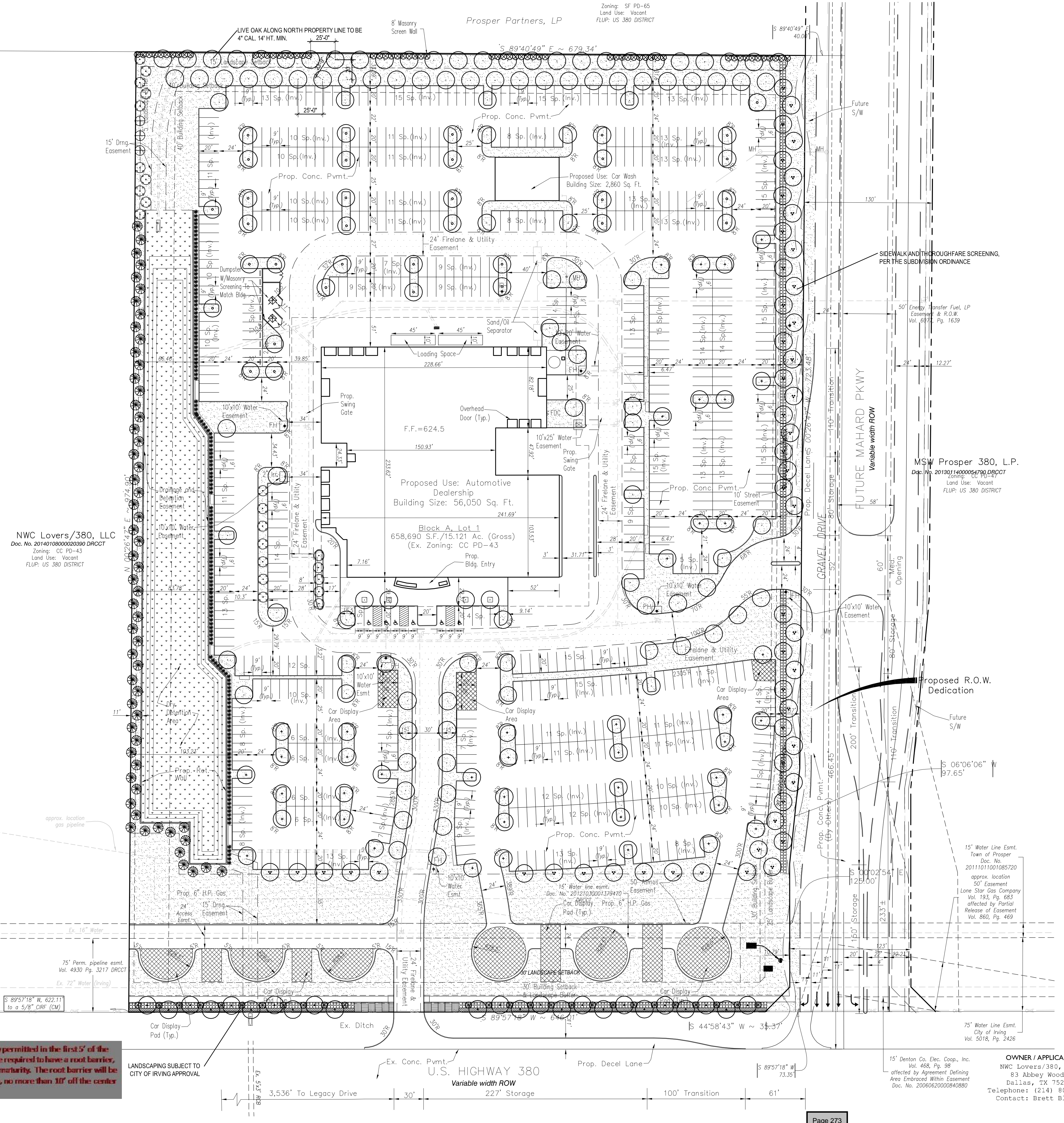
LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
2. Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
3. Contractor is responsible for obtaining all required landscape and irrigation permits.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
7. All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

1. The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
2. All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
3. All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
4. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
5. All plant material which dies shall be replaced with plant material of equal or better value.
6. Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

*** Note: Large Canopy Trees are only permitted in the first 5' of the 10' planting area. All large trees are required to have a root barrier, the width of the tree's drip zone at maturity. The root barrier will be placed on the north side of the tree, no more than 10' off the center of the root ball.**



SITE DATA	
Ex. Zoning	CC PD-43
Proposed Use	Automobile Sales/Leasing
Lot Area	15,121 Ac. (659,690 S.F.) - Net
Building Area	58,910 Sq. Ft. Total
Building Height	1 Story, 40' Max.
Floor Coverage	8.93%
Parking Required	0.0893:1
Customer/Employee Parking Provided:	1 Sp./500 Sq. Ft.=118 Spaces
Inventory Parking Provided	663 Spaces
Total Parking Provided	782 Spaces (incl. 6 HC)
Total Impervious Surface	371,409 Sq. Ft.
Required Open Space (7%)	46,178 Sq. Ft.
Provided Open Space	78,863 Sq. Ft.
Required Landscape Area	15 Sq. Ft. Per Pkg Sp.=11,730 Sq. Ft.
Provided Landscape Area	16,353 Sq. Ft.

LANDSCAPE TABULATIONS	
STREET REQUIREMENTS	
Requirements: (1) tree, 3" cal., per 30 l.f. of frontage	Provided
(15) shrubs, 5 gal., per 30 l.f. of frontage or 3" ht. berm	(15) trees, 3" cal.
	(420) shrubs
FUTURE ROAD: (833.13 l.f. BASED ON R.O.W. DEDICATION)	
Required	Provided
(28) trees, 3" cal.	(37) trees, 3" cal.
(420) shrubs	(516) shrubs
SH 380: (681.38 l.f.)	
Required	Provided
(23) trees, 3" cal.	(24) trees, 3" cal.
(345) shrubs	(362) shrubs
PARKING LOT (782 spaces)	
Requirements: (1) tree, 3" cal., per 15 parking spaces and 15 s.f. of landscape per each parking space tree within 150' of any space	Provided
	(103) trees, 3" cal.
	16,353 s.f.
HEADLIGHT SCREEN PROVIDED	
Required	Provided
(52) trees, 3" cal.	(103) trees, 3" cal.
11,730 s.f.	16,353 s.f.
PERIMETER LANDSCAPE	
Requirements: 5' width; (1) small tree and (1) shrub, 5 gallon, per 15 l.f.	Provided
	(65) small trees
	(65) shrubs, 5 gal., along east side of detention
PERIMETER LANDSCAPE	
Requirements: 15' width; (1) large tree per 30' and (1) shrub, 5 gallon, per 15 l.f.	Provided
	(23) trees, 3" cal.
	(45) shrubs, 5 gal.
BUILDING LANDSCAPE	
Requirements: (1) tree, 3" cal., per 10,000 s.f. of Gross Floor Area within 30' of building. Ornaments can be used at a ratio of 5:1	Provided
	(5) trees, 3" cal.
	(5) ornaments, 10" ht.

GRAPHIC PLANT LEGEND	
(Symbol)	CEDAR ELM, 3" CAL., 12' HT.
(Symbol)	BALD CYPRESS, 3" CAL., 12' HT.
(Symbol)	LIVE OAK, 3" CAL., 12' HT.
(Symbol)	LIVE OAK, 4" CAL., 14' HT. ALONG NORTH PROPERTY LINE
(Symbol)	CHINESE PISTACHE, 3" CAL., 12' HT.
(Symbol)	RED OAK, 3" CAL., 12' HT.
(Symbol)	CREPE MYRTLE, 3" CAL., 10' HT. MIN.
(Symbol)	REDBUD, 3" CAL., 10' HT. MIN.
(Symbol)	EASTERN RED CEDAR, 2" CAL., 8' HT.
(Symbol)	NELLIE R. STEVENS HOLLY, 4' HT.
(Symbol)	BLUE POINT JUNIPER, 6' HT. MIN., 1.5 gal. min.
(Symbol)	DWARF BURFORD HOLLY, 5 GAL.
(Symbol)	GROUND COVER, TYPE 'A', 4" POTS
(Symbol)	GROUND COVER, TYPE 'B', 4" POTS
(Symbol)	GROUND COVER, TYPE 'C', 4" POTS
(Symbol)	LAWN, BERMUDAGRASS, SOLID SOD
(Symbol)	BUFFALOGRASS, SOLID SOD
OPEN SPACE REQUIREMENTS	
Requirements: 7% OF TOTAL SITE AREA TO BE OPEN SPACE:	
less required interior landscape, perimeter buffers / landscape setbacks	
TOTAL SITE AREA: 659,690	
OPEN SPACE REQUIRED: 46,178 S.F. (7%)	
OPEN SPACE PROVIDED: 78,863 S.F. (11.9%)	

GST PROSPER
BLOCK A, LOT 1
 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
 COLLIN CO. SCHOOL LAND SURVEY, ABST. NO. 147
 16.061 Acres (Gross)/15.121 Acres (Net)
 Current Zoning: CC (Commercial Corridor) PD-43

01 SUP LANDSCAPE PLAN
 SCALE: 1" = 50'-0"

SUPL.1

smr
 landscape architects, inc.
 Splars Engineering, Inc.
 765 Custer Road, Suite 100
 Plano, Texas 75075
 Telephone (972) 422-0077
 Contact: Kevin Wier

OWNER / APPLICANT
 NWC Lovers/380, LLC
 83 Abbey Woods
 Dallas, TX 75248
 Telephone: (214) 801-5020
 Contact: Brett Blakely

08 SEPT 2014
 29 AUGUST 2014

Drawing: A:\Drawings\Projects\2014\Prosper\Supp\Supp Landscape_Suppl_Sheet 01.dwg
 Date: 9/17/2014 4:46:05 PM
 Scale: 1" = 50'-0"
 Ordinance No. 14-71, Page 6

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 24, 2019

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Prosper Villages at Legacy, LLC, and the Town of Prosper, Texas, related to the Prosper Center development.

Description of Agenda Item:

On August 27, 2019, the Town Council approved three (3) rezoning requests (Z19-0005, Z19-0006, and Z19-0007) related to development within Prosper Center, specifically including a retirement housing facility, collision repair facility, and an office tract. The zoning requests were approved by a vote of 7-0, subject to Town Council approval of a Development Agreement, including right-of-way and easement dedication, as well as building elevations and/or masonry regulations consistent with proposed zoning exhibits and current Town standards, respectively. A Development Agreement has been prepared accordingly.

Legal Obligations and Review:

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

Attached Documents:

1. Development Agreement
2. Exhibit A-Property Description
3. Exhibit B-Collision Repair Elevations
4. Exhibit C-Retirement Housing Elevations

Town Staff Recommendation:

Staff recommends the Town Council authorize the Town Manager to execute a Development Agreement between Prosper Villages at Legacy, LLC, and the Town of Prosper, Texas, related to the Prosper Center development.

Proposed Motion:

I move to authorize the Town Manager to execute a Development Agreement between Prosper Villages at Legacy, LLC, and the Town of Prosper, Texas, related to the Prosper Center development.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Prosper Villages at Legacy LLC (“Owner”) (individually, a “Party” and collectively, the “Parties”) to be effective on September 24, 2019 (the “Effective Date”).

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

WHEREAS, Owner is a Texas limited liability company qualified to do business in the State of Texas; and

WHEREAS, Owner owns three (3) tracts of land consisting of approximately 20.11 acres of land in Collin County, more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference (the “Property”); and

WHEREAS, Owner desires to construct on the Property a collision repair business structure, an office building(s) and retirement housing structures, among other uses of the Property to be determined at a later date; and

WHEREAS, the elevations for the collision repair business (proposed for Block D, Lot 7 of Prosper Center) are attached hereto as Exhibit B and are incorporated by reference, and the elevations for the retirement housing structures (proposed for Block D, Lot 5 of Prosper Center) are attached hereto as Exhibit C and are incorporated by reference; and

WHEREAS, subject to the terms of this Agreement, Owner agrees and acknowledges that it will construct on the Property those structures depicted in attached Exhibits B and C, respectively, and substantially in accordance with the provisions, standards and notes reflected on the face of Exhibits B and C, respectively; and

WHEREAS, on or about August 27, 2019, the Town conducted public hearings on the underlying zoning cases for those structures reflected in attached Exhibits B and C, respectively; and

WHEREAS, on or about August 27, 2019, the Town also conducted a public hearing for the requested office zoning on a portion of Lot 2, Block D of Prosper Center, and Owner agreed to construct any buildings on said property consistent with the masonry and building materials standards referenced in this Agreement; and

WHEREAS, on September 24, 2019, the Town approved ordinances for the rezoning of the Property as well as authorized the execution of 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. Construction of Collision Repair Business Structure and Retirement Housing. When Owner constructs either the collision repair business structure or the retirement housing on the Property, Owner agrees to construct those structures in a substantially similar form as depicted in attached Exhibits B and C in accordance with said Exhibits, including those building materials reflected therein and thereon. Notwithstanding anything herein to the contrary, Owner has no obligation to construct said structures on the Property. If Owner elects to change such uses for the Property, Owner must obtain the Town's approval of the Owner's new proposed use for the applicable portion of the Property.

2. Construction of Office Structure(s) on Tract Zoned "O," Office Uses. Owner agrees to construct any office structures on the Tract zoned for office uses in accordance with the following standards: All exterior facades for a main building or structure, excluding glass windows and doors, shall be constructed using the following: (1) primary materials including clay fired brick, natural precast, and manufactured stone, granite, marble, stucco, architectural concrete block, split face concrete masonry unit, and architecturally finished concrete tilt wall; and (2) secondary materials that comprise a total of ten percent (10%) or less of an elevation including aluminum or other metal, cedar or similar quality wood, and high impact exterior insulation and finish systems (EIFS). High impact EIFS is only permitted a minimum of nine feet (9') above grade.

3. Applicability of Town Ordinances. When the Property is developed, Owner shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

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
200 S. Main Street
P.O. Box 307
Prosper, Texas 75078
Attention: Town Manager

If to Owner: Prosper Villages at Legacy LLC
10950 Research Road
Frisco, Texas 75033
Attention: Craig Curry, Manager

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. 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.

10. Binding Agreement. A telecopied facsimile or pdf of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

11. Authority to Execute. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Owner warrants and represents that the individual executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same. The Town Council

hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

12. 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.

13. 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.

14. 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 with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Owner or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Owner or Assignee. 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 with respect to the Property transferred to the successor owner, 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.

15. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

16. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of

this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

18. 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 or pdf signature will also be deemed to constitute an original.

19. 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, if any, required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Owner specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Owner hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements, if any, imposed by this Agreement as of the Effective Date.

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

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

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

23. 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.

24. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Harlan Jefferson
Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of September, 2019, by Harlan Jefferson, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My Commission Expires: _____

OWNER:

PROSPER VILLAGES AT LEGACY LLC,
a Texas limited liability company

By: _____
Craig Curry, Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of September, 2019, by Craig Curry in his capacity as Manager of Prosper Villages at Legacy LLC, a Texas limited liability company, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of such limited liability company.

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A
(Property Description)

Tract 1

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas and being a portion of Lot 2, Block D, Prosper Center, Block D, Lots 2, 3 and 4, an Addition to the Town of Prosper, according to the plat thereof recorded in Document No. 2018-195, Plat Records, Denton County, Texas, and Volume 2018, Page 308, Plat Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at an X cut in concrete found for the northwest corner of Lot 1, Block A, GST Prosper, an Addition to the Town of Prosper, according to the plat thereof recorded in Volume 2018, Page 257, said Plat Records (Collin County), same being on the southerly line of said Lot 2;

THENCE North 0°26'44" East, departing the southerly line of said Lot 2 and crossing said Lot 2, a distance of 200.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the POINT OF BEGINNING of the herein described tract of land;

THENCE continuing across said Lot 2 the following courses and distances:

North 89°40'36" West, a distance of 285.86 feet to a point for corner;

North 0°00'00" East, a distance of 443.02 feet to a point for corner;

North 18°38'02" West, a distance of 138.42 feet to a point for corner;

North 71°21'39" East, a distance of 181.05 feet to a point at the beginning of a tangent curve to the right having a central angle of 18°57'45", a radius of 1055.00 feet, a chord bearing and distance of North 80°50'32" East, 347.57 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 349.16 feet to a point for corner;

South 89°40'36" East, a distance of 190.11 feet to a point for corner;

South 85°51'44" East, a distance of 10.02 feet to a point for corner;

South 0°26'47" West, a distance of 689.33 feet to a point for corner;

North 89°40'36" West, a distance of 379.34 feet to the POINT OF BEGINNING and containing 10.274 acres (447,523 sq. ft.) of land, more or less.

Tract 2

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas and being a portion of Lot 2, Block D, Prosper Center, Block D, Lots 2, 3 and 4, an Addition to the Town of Prosper, according to the plat thereof recorded in

Document No. 2018-195, Plat Records, Denton County, Texas, and Volume 2018, Page 308, Plat Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with plastic cap stamped "KHA" found for the easternmost southeast corner of said Lot 2, common to the northeast corner of a called 0.940-acre Right-of-Way dedication to the Town of Prosper, Texas, recorded in Volume 2015, Page 674, said Plat Records (Collin County);

THENCE North 89°40'36" West, along the southerly line of said Lot 2 and the northerly line of said Right-of-Way dedication, a distance of 40.00 feet to the northwest corner of said Right-of-Way dedication, common to the northeast corner of Lot 1, Block A, GST Prosper, an Addition to the Town of Prosper, according to the plat thereof recorded in Volume 2018, Page 257, said Plat Records (Collin County);

THENCE North 0°26'47" East, departing the southerly line of said Lot 2 and crossing said Lot 2, a distance of 200.00 feet to the POINT OF BEGINNING of the herein described tract of land;

THENCE continuing across said Lot 2 the following courses and distances:

North 89°40'36" West, a distance of 300.00 feet to a point for corner;

North 0°26'47" East, a distance of 689.33 feet to a point for corner;

South 85°51'44" East, a distance of 140.29 feet to a point for corner;

South 89°40'36" East, a distance of 125.00 feet to a point for corner;

South 44°36'48" East, a distance of 35.32 feet to a point for corner;

South 0°26'47" West, a distance of 125.00 feet to a point for corner;

South 3°22'06" East, a distance of 150.31 feet to a point for corner;

South 0°26'47" West, a distance of 380.00 feet to the POINT OF BEGINNING and containing 4.639 acres (202,091 sq. ft.) of land, more or less.

Tract 3

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas and being a portion of Lot 2, Block D, Prosper Center, Block D, Lots 2, 3 and 4, an Addition to the Town of Prosper, according to the plat thereof recorded in Document No. 2018-195, Plat Records, Denton County, Texas, and Volume 2018, Page 308, Plat Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an X cut in concrete found for the northwest corner of Lot 1, Block A, GST Prosper, an Addition to the Town of Prosper, according to the plat thereof recorded in Volume 2018, Page 257, said Plat Records (Collin County), same being on the southerly line of said Lot 2;

THENCE North $0^{\circ}26'44''$ East, departing the southerly line of said Lot 2 and crossing said Lot 2, a distance of 200.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE South $89^{\circ}40'36''$ East, continuing across said Lot 2, a distance of 679.34 feet to a point for corner;

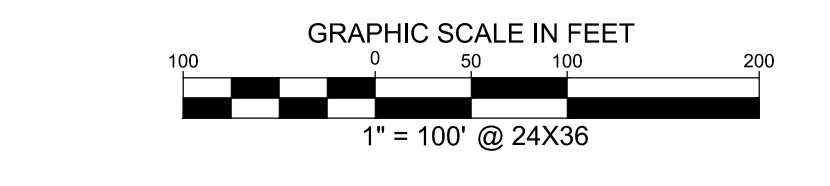
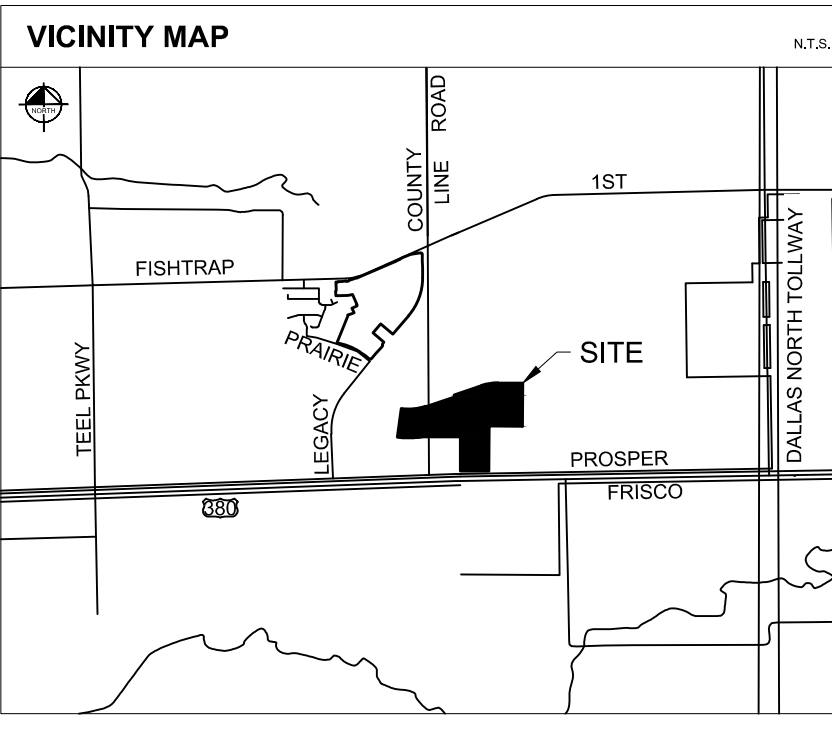
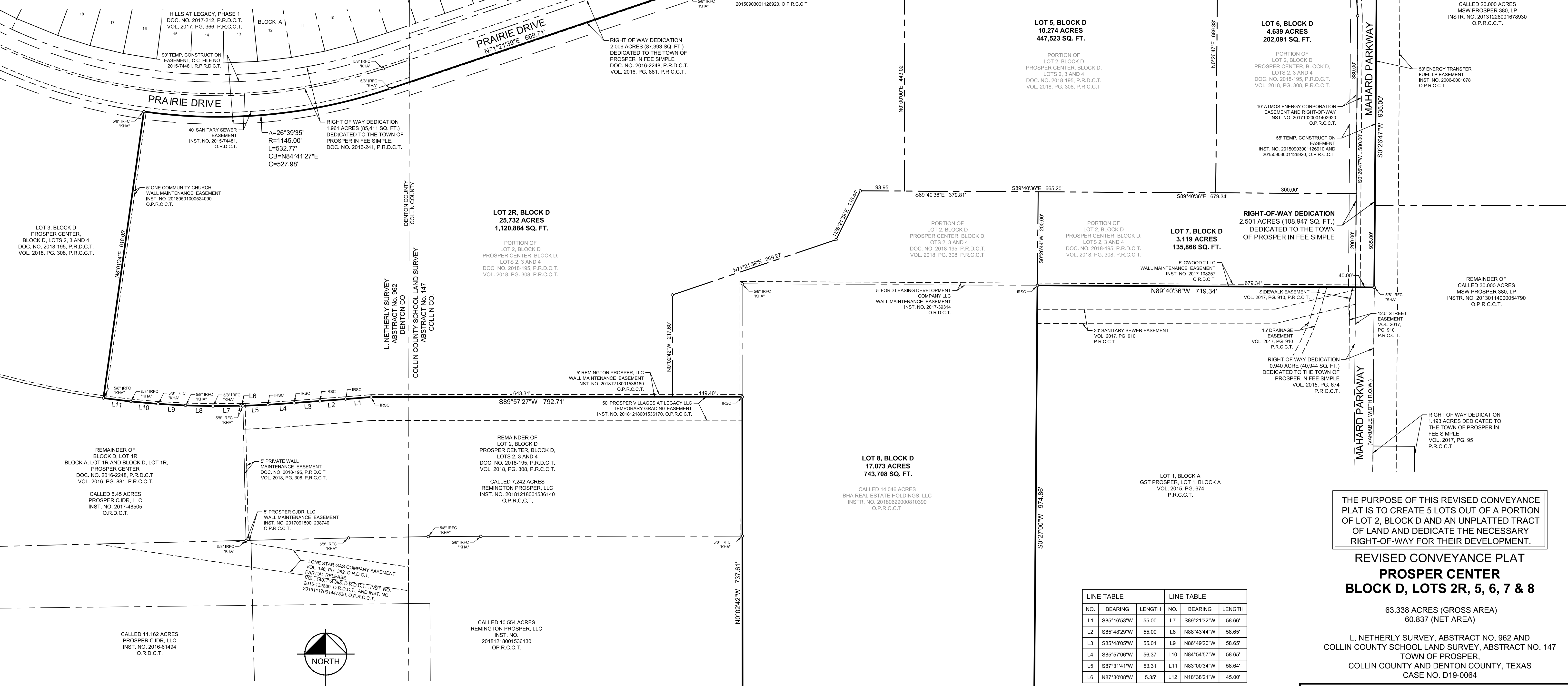
THENCE South $0^{\circ}26'47''$ West, continuing across said Lot 2, a distance of 200.00 feet to a point for corner on the common line of said Lot 2 and said Lot 1;

THENCE North $89^{\circ}40'36''$ West, along said common line, a distance of 679.34 feet to the POINT OF BEGINNING and containing 3.119 acres (135,868 sq. ft.) of land, more or less.

EXHIBIT B
(Elevations-Collision Repair Business Structure)

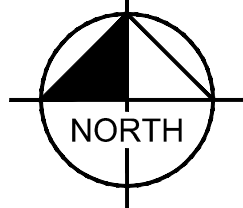
EXHIBIT C
(Elevations-Retirement Housing Structures)

- NOTES:**
- All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
 - Bearing system based on the south line of Prosper Center Block B, Lot 1R and 2 as recorded in Doc. No. 2016-241 P.R.D.C.T.
 - Notice: a conveyance plat is a record of property approved by the Town of Prosper, Texas, for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit shall be issued nor permanent public utility service provided until a final plat is approved, filed of record and public improvements accepted in accordance with the provisions of the Subdivision Ordinance of the Town of Prosper. Selling a portion of this addition by metes and bounds is a violation of Town ordinance and state law and is subject to fines and withholding of utilities and building permits.
 - According to Map No. 48121C0430G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration and Map No. 48025C0230J, 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 located within Zone "X-Unshaded", which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.



LEGEND

P.O.B. = POINT OF BEGINNING
 IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
 IPF = IRON PIPE FOUND
 INST. = INSTRUMENT
 DOC. = DOCUMENT
 NO. = NUMBER
 VOL. = VOLUME
 PG. = PAGE
 D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
 O.R.D.C.T. = OFFICIAL RECORDS, DENTON COUNTY, TEXAS
 P.R.D.C.T. = PLAT RECORD, DENTON COUNTY, TEXAS
 P.R.C.C.T. = PLAT RECORD, COLLIN COUNTY, TEXAS
 O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS



LINE TABLE

NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S85°16'53"W	55.00'	L7	S89°21'32"W	58.66'
L2	S85°48'29"W	55.00'	L8	N88°43'44"W	58.65'
L3	S85°48'05"W	55.01'	L9	N86°49'20"W	58.65'
L4	S85°57'06"W	56.37'	L10	N84°54'57"W	58.65'
L5	S87°31'41"W	53.31'	L11	N83°00'34"W	58.64'
L6	N87°30'08"W	5.35'	L12	N18°38'21"W	45.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	18°57'45"	1055.00'	349.16'	S80°50'32"W	347.57'

THE PURPOSE OF THIS REVISED CONVEYANCE PLAT IS TO CREATE 5 LOTS OUT OF A PORTION OF LOT 2, BLOCK D AND AN UNPLATTED TRACT OF LAND AND DEDICATE THE NECESSARY RIGHT-OF-WAY FOR THEIR DEVELOPMENT.

**REVISED CONVEYANCE PLAT
 PROSPER CENTER
 BLOCK D, LOTS 2R, 5, 6, 7 & 8**

63.338 ACRES (GROSS AREA)
 60.837 (NET AREA)

L. NETHERLY SURVEY, ABSTRACT NO. 962 AND
 COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147
 TOWN OF PROSPER,
 COLLIN COUNTY AND DENTON COUNTY, TEXAS
 CASE NO. D19-0064

Kimley»Horn

6160 Warren Parkway, Suite 210
 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580
 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SG	KHA	JULY 2019	067252018	1 OF 2

OWNER:
 Prosper Villages at Legacy LLC
 10950 Research Road
 Frisco, Texas 75033
 Ph: 214.387.3993
 Contact: Clint Richardson

OWNER:
 BHA Real Estate Holdings, LLC
 6333 Royal Ridge Parkway, Suite 100
 Irving, Texas 75033
 Ph: 972.607.9295
 Contact: Robert Sanders

ENGINEER:
 Kimley-Horn and Associates, Inc.
 6160 Warren Parkway, Suite 210
 Frisco, Texas 75034
 Ph: 972.335.3580
 Contact: Thomas Fletcher, P.E.

U.S. HIGHWAY 380
 (VARIABLE WIDTH R.O.W.)

OWNER'S DEDICATION

STATE OF TEXAS §

COUNTY OF COLLIN §

COUNTY OF DENTON §

WHEREAS, PROSPER VILLAGES AT LEGACY LLC AND BHA REAL ESTATE HOLDINGS, LLC, are the owners of a tract of land situated in the L. Netherly Survey, Abstract No. 962 and the Collin County School Land Survey, Abstract No. 147, Denton County and Collin County, Texas, and being a portion of Lot 2, Block D of Prosper Center, Lots 2, 3 and 4, according to the Revised Conveyance Plat thereof recorded in Document No. 2018-195 of the Plat Records of Denton County, Texas, and in Volume 2018, Page 308 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northeast corner of said Lot 2, Block D, common to the southeast corner of Lot 2, Block B of Prosper Center, Block B, Lots 1R and 2, according to the Revised Conveyance Plat thereof recorded in Document No. 2016-241 of the Plat Records of Denton County, Texas and in Volume 2016, Page 400 of the Plat Records of Collin County, Texas, being on the westerly line of a called 20.000 acre tract of land described in a deed to MSW Prosper 380, LP, as recorded in Instrument No. 20131226001678930 of the Official Public Records of Collin County, Texas;

THENCE South 00°26'47" West, along the easterly line of said Lot 2, the westerly line of said 20.000 acre tract, and the westerly line of a called 30,000 acre tract of land described in a deed to MSW Prosper 380, LP, as recorded in Instrument No. 20130114000054790 of the Official Public Records of Collin County, Texas, a distance of 935.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northerly southeast corner of said Lot 2, common to the northeast corner of the right-of-way dedication created in the Conveyance Plat of GST Prosper, Lot 1, Block A as recorded in Volume 2015, Page 674 of the Plat Records of Collin County, Texas;

THENCE North 89°40'36" West, departing the westerly line of said 30.000 acre tract, along the southerly line of said Lot 2, the northerly line of said right-of-way dedication, the northerly line of Lot 1, Block A of said GST Prosper, Lot 1, Block A, a distance of 719.34 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of said Lot 1, Block A, common to the northeast corner of a called 14.046 acre tract of land described in a deed to BHA Real Estate Holdings, LLC, as recorded in Instrument No. 20180629000610390 of the Official Public Records of Collin County, Texas;

THENCE South 00°27'00" West, departing the southerly line of said Lot 2, along the westerly line of said Lot 1, Block A and the easterly line of said 14.046 acre tract, a distance of 974.86 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said Lot 1, Block A, common to the southeast corner of said 14.046 acre tract, being on the northerly right-of-way line of said U.S. Highway 380, a variable width right-of-way;

THENCE South 89°57'18" West, along the northerly right-of-way line of said U.S. Highway 380 and the southerly line of said 14.046 acre tract, a distance of 622.05 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the southwest corner of said 14.046 acre tract, common to the southeast corner of a called 10.554 acre tract of land described in a deed to Remington Prosper, LLC, as recorded in Instrument No. 20181218001536130 of the Official Public Records of Collin County, Texas;

THENCE North 0°02'42" West, departing the northerly right-of-way line of said U.S. Highway 380, along the westerly line of said 14.046 acre tract, the easterly line of said Lot 2, the easterly line of said 10.554 acre tract, and the easterly line of a called 7.242 acre tract of land described in a deed to Remington Prosper, LLC, as recorded in Instrument No. 20181218001536140 of the Official Public Records of Collin County, Texas, a distance of 737.61 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said 7.242 acre tract;

THENCE departing the westerly line of said 14.046 acre tract, along the northerly line of said 7.242 acre tract and crossing said Lot 2, the following:

South 89°57'27" West, a distance of 792.71 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 85°16'53" West, a distance of 55.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 85°48'29" West, a distance of 55.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 85°48'05" West, a distance of 55.01 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 85°57'06" West, a distance of 56.37 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 87°31'41" West, a distance of 53.31 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for an ell corner of said Lot 2, common to the northeast corner of a called 5.45 acre tract of land described in a Special Warranty Deed to Prosper CJD, LLC, as recorded in Instrument No. 2017-48505 of the Official Records of Denton County, Texas;

THENCE along the southerly line of said Lot 2 and the northerly lines of said 5.45 acre tract, the following:

North 87°30'08" West, a distance of 5.35 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 89°21'32" West, a distance of 58.66 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 88°43'44" West, a distance of 58.65 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 86°49'20" West, a distance of 58.65 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 84°54'57" West, a distance of 58.65 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 83°00'34" West, a distance of 58.64 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northerly southwest corner of said Lot 2, common to the southeast corner of Lot 3, Block D of aforesaid Prosper Center, Block D, Lots 2, 3 and 4;

THENCE North 8°01'34" East, departing the northerly line of said 5.45 acre tract, along the westerly line of said Lot 2 and the easterly line of said Lot 3, a distance of 618.05 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northwest corner of said Lot 2, common to the northeast corner of said Lot 3, being on the southerly right-of-way line of Prairie Drive, a variable width right-of-way, and at the beginning of a non-tangent curve to the left having a central angle of 26°39'35", a radius of 1145.00 feet, a chord bearing and distance of North 84°41'27" East, 527.98 feet;

THENCE along the southerly right-of-way line of said Prairie Drive and the northerly line of said Lot 2, the following:

In a northeasterly direction, with said curve to the left, an arc distance of 532.77 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 71°21'39" East, a distance of 669.71 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 18°38'21" West, a distance of 45.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

North 71°21'39" East, a distance of 624.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the right having a central angle of 18°57'45", a radius of 1100.00 feet, a chord bearing and distance of North 80°50'32" East, 362.39 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 364.05 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

South 89°40'36" East, a distance of 540.21 feet to the POINT OF BEGINNING and containing 63.338 acres (2,759,022 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT PROSPER VILLAGES AT LEGACY LLC AND BHA REAL ESTATE HOLDINGS, LLC, acting herein by and through their duly authorized officers, do hereby certify and adopt this plat designating the herein above described property as PROSPER CENTER, BLOCK D, LOTS 2R, 5, 6, 7 AND 8, an addition to the Town of Prosper, and do hereby dedicate to the public use forever, the streets and alleys shown thereon. PROSPER VILLAGES AT LEGACY LLC AND BHA REAL ESTATE HOLDINGS, LLC, do herein certify the following:

- 1. The streets and alleys are dedicated for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper.
5. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Prosper's use thereof.
7. The Town of Prosper and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the Town of Prosper.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas.

WITNESS, my hand, this the _____ day of _____, 20__.

BY: PROSPER VILLAGES AT LEGACY LLC, a Texas limited liability company

By: _____
Craig Curry, Manager

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office on this the _____ day of _____, 20__.

Notary Public In And For The State Of Texas

Printed Name

WITNESS, my hand, this the _____ day of _____, 20__.

BY: BHA REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company

By: _____
Delwyn T. James, Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

Given under my hand and seal of office on this the _____ day of _____, 20__.

Notary Public In And For The State Of Texas

Printed Name

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the Town of Prosper, Texas.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
6160 WARREN PARKWAY, SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared Sylviana Gunawan, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

GIVEN under my hand and seal of office on this the _____ day of _____, 20__.

Notary Public in and for The State of Texas

Printed Name

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 20__ by the Planning & Zoning Commission of the Town of Prosper, Texas.

Engineering Department

Town Secretary

Development Services Department

THE PURPOSE OF THIS REVISED CONVEYANCE PLAT IS TO CREATE 5 LOTS OUT OF A PORTION OF LOT 2, BLOCK D AND AN UNPLATTED TRACT OF LAND AND DEDICATE THE NECESSARY RIGHT-OF-WAY FOR THEIR DEVELOPMENT.

REVISED CONVEYANCE PLAT
PROSPER CENTER
BLOCK D, LOTS 2R, 5, 6, 7 & 8

63.338 ACRES (GROSS AREA)
60.837 (NET AREA)

L. NETHERLY SURVEY, ABSTRACT NO. 962 AND
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147
TOWN OF PROSPER,
COLLIN COUNTY AND DENTON COUNTY, TEXAS
CASE NO. D19-0064

Kimley»Horn

6160 Warren Parkway, Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779

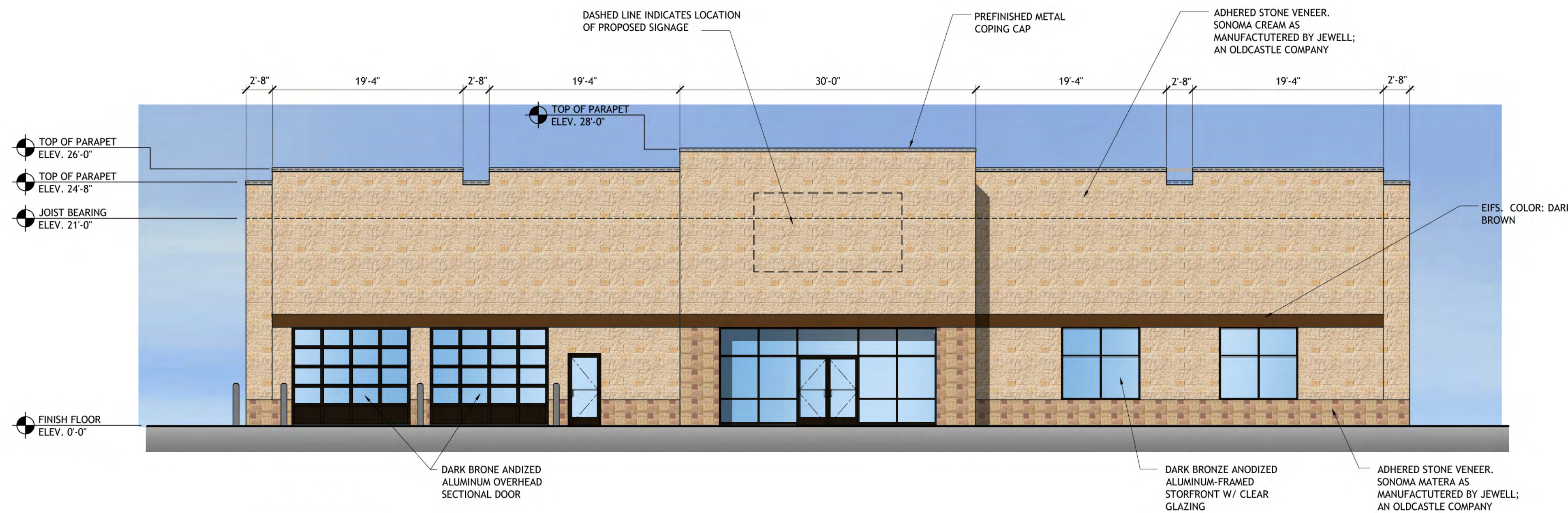
Table with 6 columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No. Values: N/A, SG, KHA, JULY 2019, 067252018, 2 OF 2

OWNER: Prosper Villages at Legacy LLC 10950 Research Road Frisco, Texas 75033 Ph: 214.387.3993 Contact: Clint Richardson

OWNER: BHA Real Estate Holdings, LLC 8333 Royal Ridge Parkway, Suite 100 Irving, Texas 75063 Ph: 972.607.9295 Contact: Robert Sanders

ENGINEER: Kimley-Horn and Associates, Inc. 6160 Warren Parkway, Suite 210 Frisco, Texas 75034 Ph: 972.335.3580 Contact: Thomas Fletcher, P.E.

7/22/2019 1:51 PM I:\ME\KPHM_SURVEY\7097252018\PROSPER-CENTER\BLOCK D LOT 1 CONVEYANCE PLAT\907252018 REV CONVEY PLAT BLOCK D NO. 3.DWG PLOTTED BY GUNAWAN, SYLVIANA 7/22/2019 1:24 PM LAST SAVED



PROPOSED EAST ELEVATION

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

MATERIALS CALCULATION

EAST ELEVATION
 TOTAL SURFACE AREA: 3,404 S.F.
 GLAZING SURFACE AREA: 603 S.F.
 NET SURFACE AREA (EXCLUDES GLAZING): 2,801 S.F.

FIELD STONE: 2,194 S.F. / 78%
 ACCENT STONE: 397 S.F. / 14%
 EIFS: 158 S.F. / 6%
 METAL COPING: 52 S.F. / 2%

SOUTH ELEVATION
 TOTAL SURFACE AREA: 6,318 S.F.
 GLAZING SURFACE AREA: 340 S.F.
 NET SURFACE AREA (EXCLUDES GLAZING): 5,978 S.F.

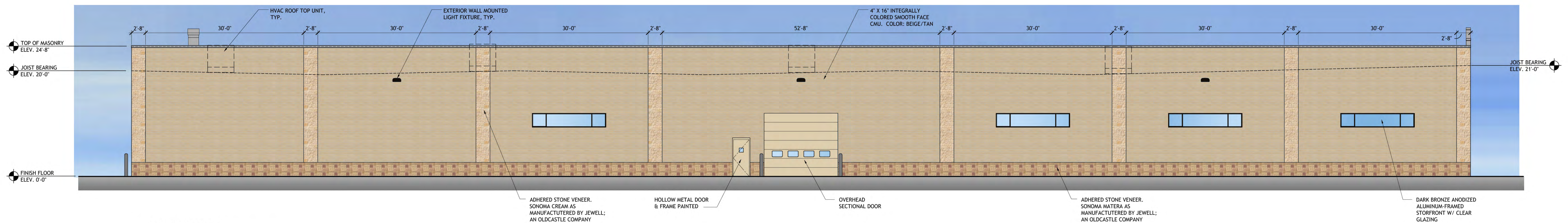
STONE AT COLUMNS: 464 S.F. / 8%
 STONE AT BASE: 631 S.F. / 10%
 METAL COPING: 106 S.F. / 2%
 INTEGRALLY COLORED CMU: 4,777 S.F. / 80%

WEST ELEVATION
 TOTAL SURFACE AREA: 2,935 S.F.
 GLAZING SURFACE AREA: 266 S.F.
 NET SURFACE AREA (EXCLUDES GLAZING): 2,669 S.F.

STONE AT COLUMNS: 232 S.F. / 9%
 STONE AT BASE: 269 S.F. / 10%
 METAL COPING: 49 S.F. / 2%
 INTEGRALLY COLORED CMU: 2,119 S.F. / 79%

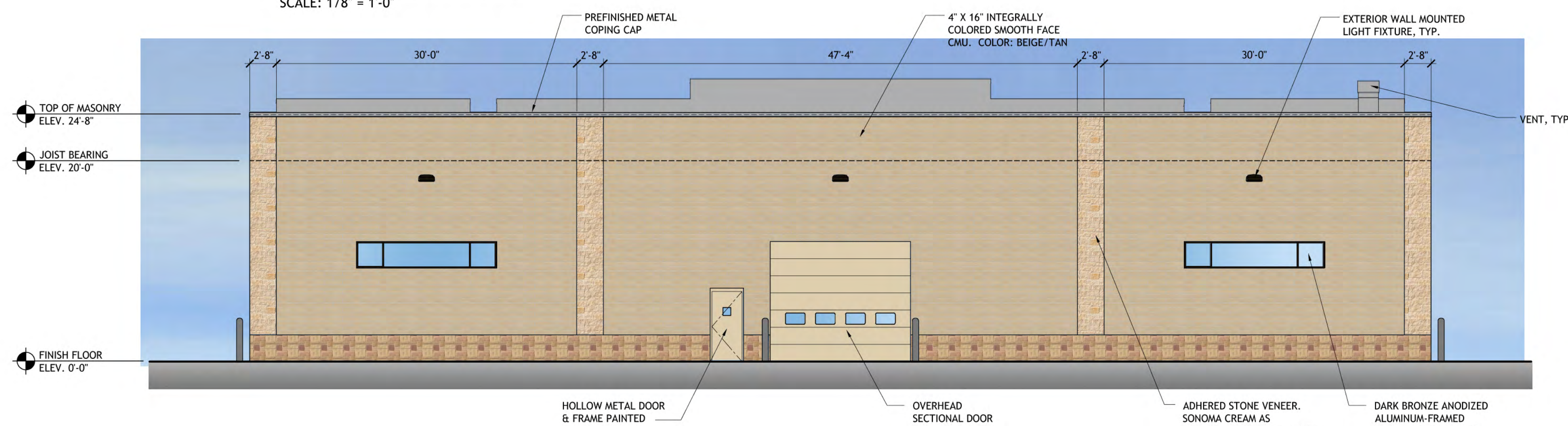
NORTH ELEVATION
 TOTAL SURFACE AREA: 6,318 S.F.
 GLAZING SURFACE AREA: 545 S.F.
 NET SURFACE AREA (EXCLUDES GLAZING): 5,773 S.F.

STONE AT COLUMNS: 464 S.F. / 8%
 STONE AT BASE: 594 S.F. / 10%
 METAL COPING: 106 S.F. / 2%
 INTEGRALLY COLORED CMU: 4,609 S.F. / 80%



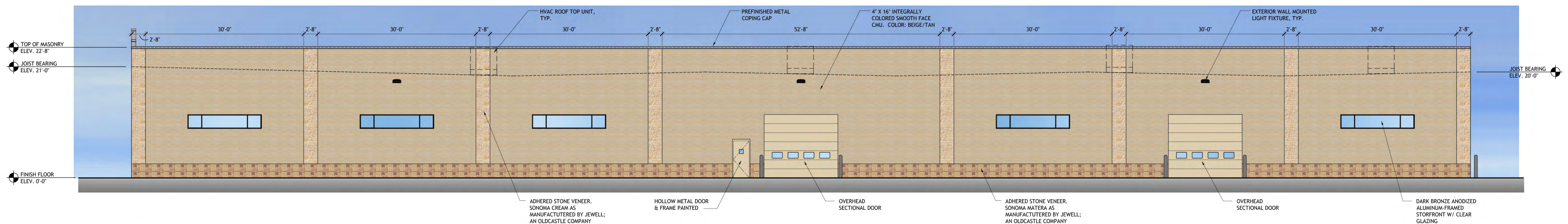
PROPOSED SOUTH ELEVATION

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



PROPOSED WEST ELEVATION

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



PROPOSED NORTH ELEVATION

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

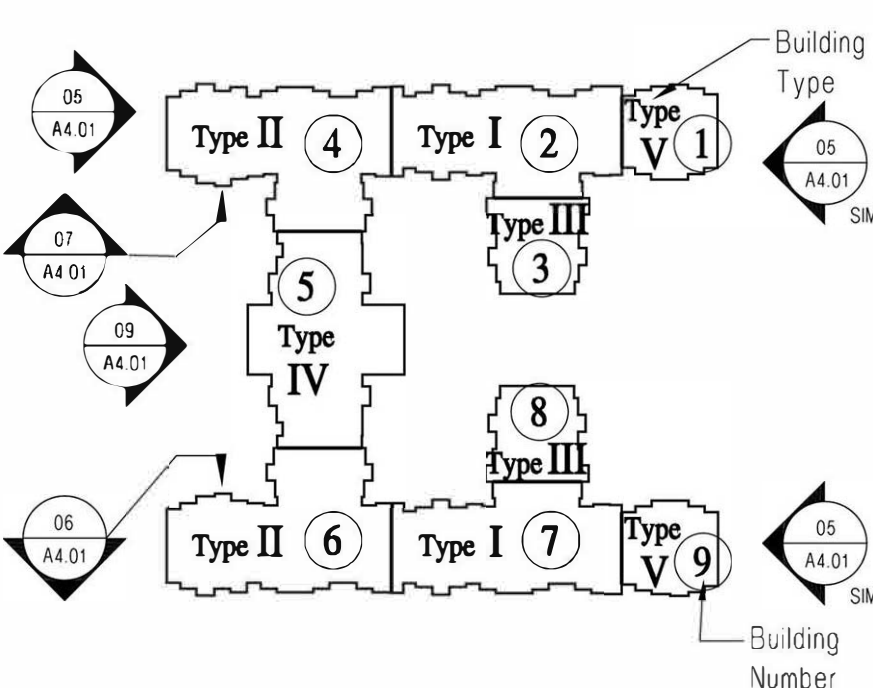
- GENERAL NOTES:**
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DEPARTMENT.
 2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING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

OWNER:
 GWOOD, LLC
 2100 W. UNIVERSITY DRIVE
 PROSPER, TX 75078

APPLICANT:
 DOUG EROH
 PENSKE MOTOR GROUP
 2100 W. UNIVERSITY DRIVE
 PROSPER, TX 75078
 PH: 626.580.1332

PROPOSED AUTO REPAIR CENTER
 BLOCK A, LOT 2
 MAHARD PARKWAY
 IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

TOWN CASE NO. D19-00
 EXHIBIT "F"
 07.31.2019



Key Plan
No Scale

Exhibit F
Case No. Z19-0005

Alders at Prosper



PERCENTAGE	MATERIAL
16%	GRANBURY STONE
79%	'OLD TOWN' BRICK
5%	CEMENT FIBER BOARD

09 Elevation
SCALE: 3/32" = 1'-0"



PERCENTAGE	MATERIAL
20%	GRANBURY STONE
78%	'OLD TOWN' BRICK
2%	CEMENT FIBER BOARD

07 Elevation
SCALE: 3/32" = 1'-0"

PERCENTAGE	MATERIAL
18%	GRANBURY STONE
79%	'OLD TOWN' BRICK
3%	CEMENT FIBER BOARD

05 Elevation
SCALE: 3/32" = 1'-0"

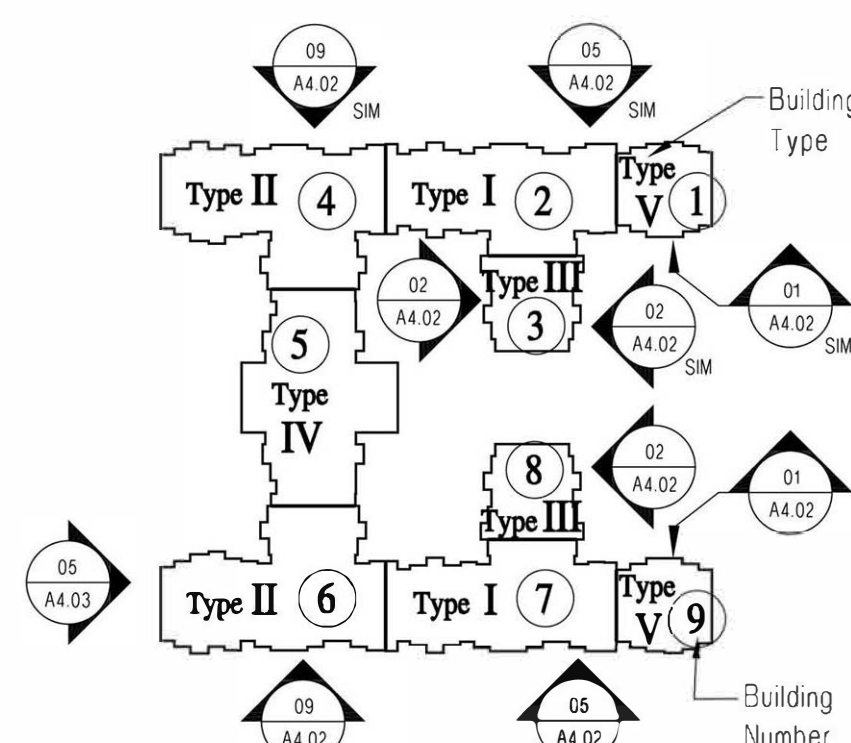


PERCENTAGE	MATERIAL
34%	GRANBURY STONE
65%	'OLD TOWN' BRICK
1%	CEMENT FIBER BOARD

02 Elevation
SCALE: 3/32" = 1'-0"

PERCENTAGE	MATERIAL
12%	GRANBURY STONE
79%	'OLD TOWN' BRICK
9%	CEMENT FIBER BOARD

01 Elevation
SCALE: 3/32" = 1'-0"



Key Plan
No Scale

Alders at Prosper



PERCENTAGE	MATERIAL
40%	GRANBURY STONE
59%	'OLD TOWN' BRICK
1%	CEMENT FIBER BOARD

11 Elevation
SCALE: 3/32" = 1'-0"



PERCENTAGE	MATERIAL
20%	GRANBURY STONE
78%	'OLD TOWN' BRICK
2%	CEMENT FIBER BOARD

09 Elevation
SCALE: 3/32" = 1'-0"



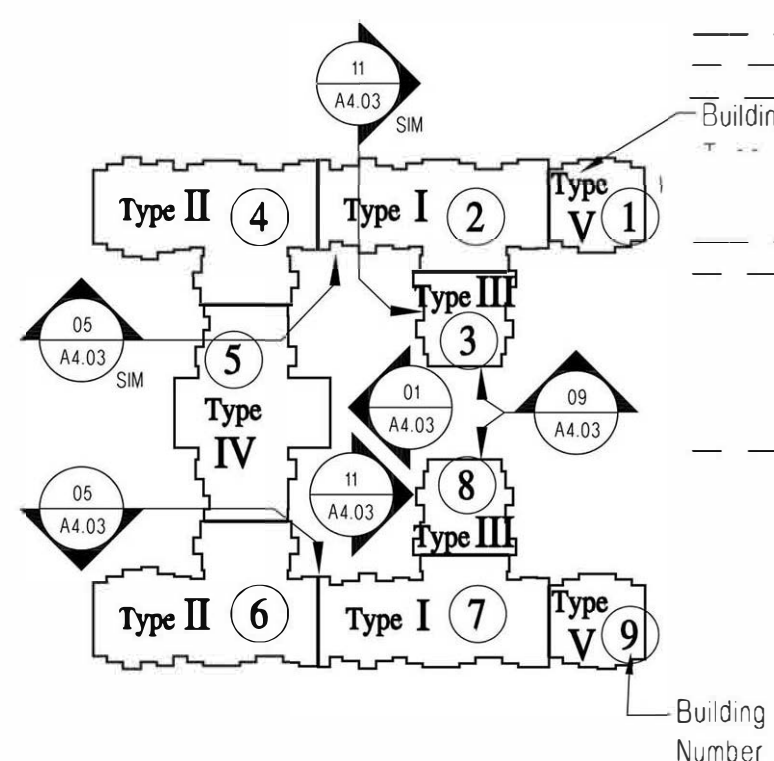
PERCENTAGE	MATERIAL
37%	GRANBURY STONE
59%	'OLD TOWN' BRICK
4%	CEMENT FIBER BOARD

05 Elevation
SCALE: 3/32" = 1'-0"



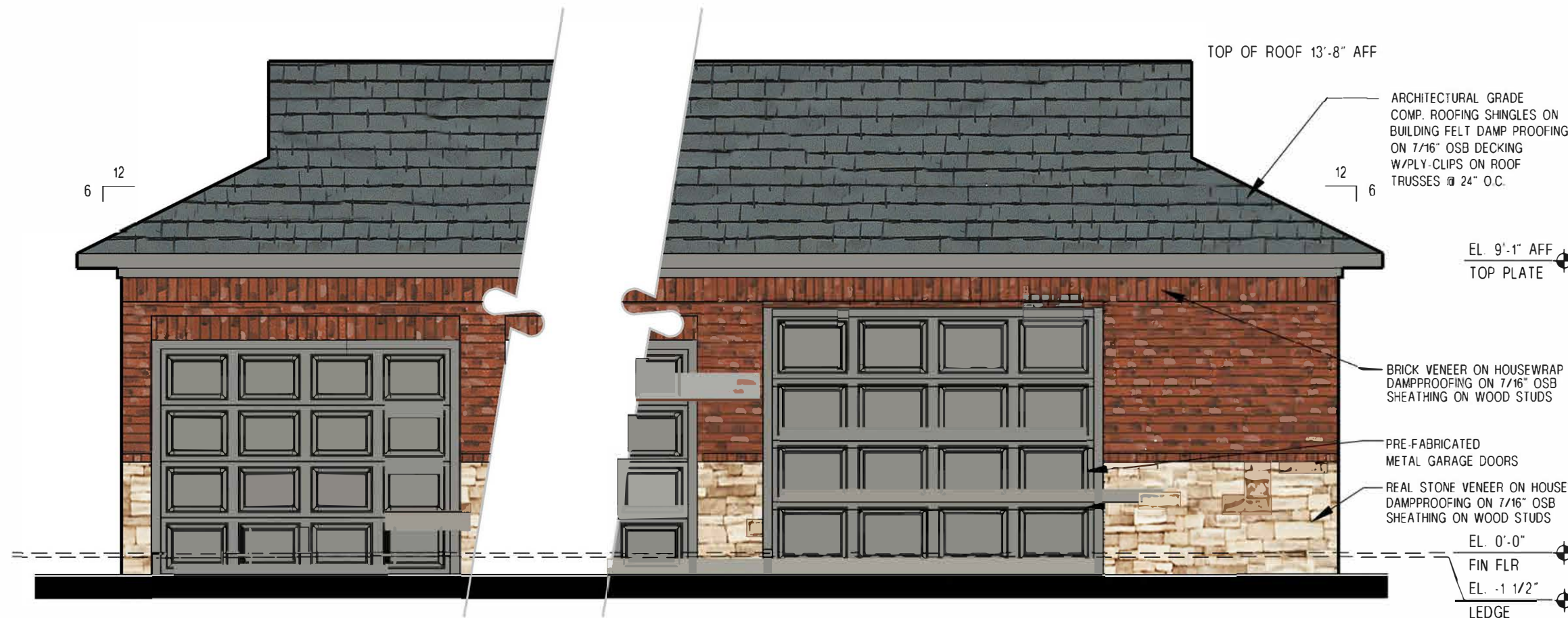
PERCENTAGE	MATERIAL
41%	GRANBURY STONE
57%	'OLD TOWN' BRICK
2%	CEMENT FIBER BOARD

01 Elevation
SCALE: 3/32" = 1'-0"



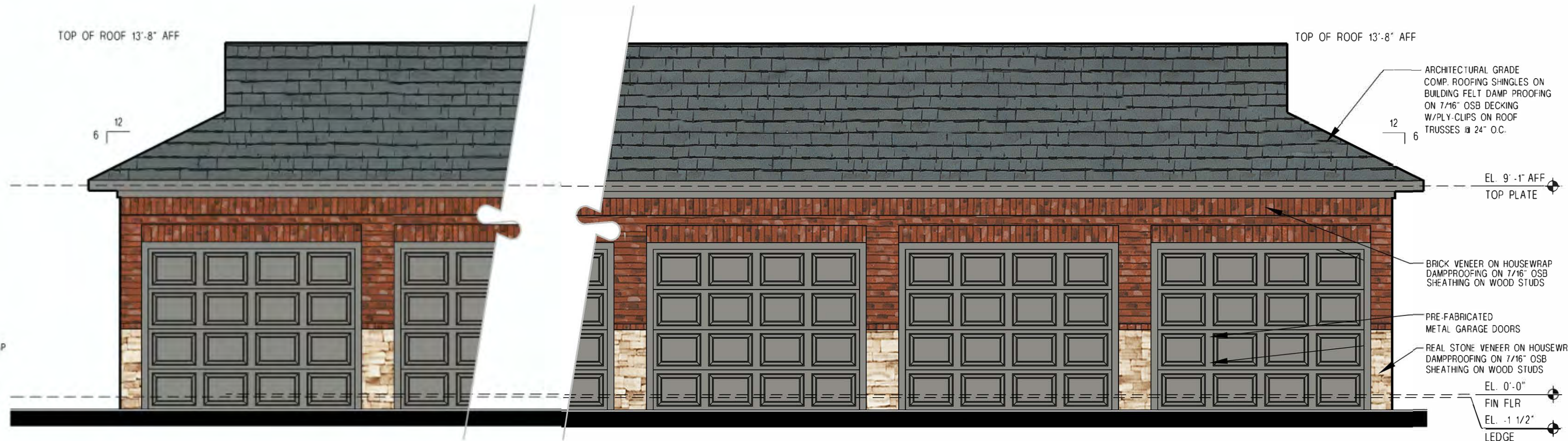
Key Plan
No Scale

Alders at Prosper



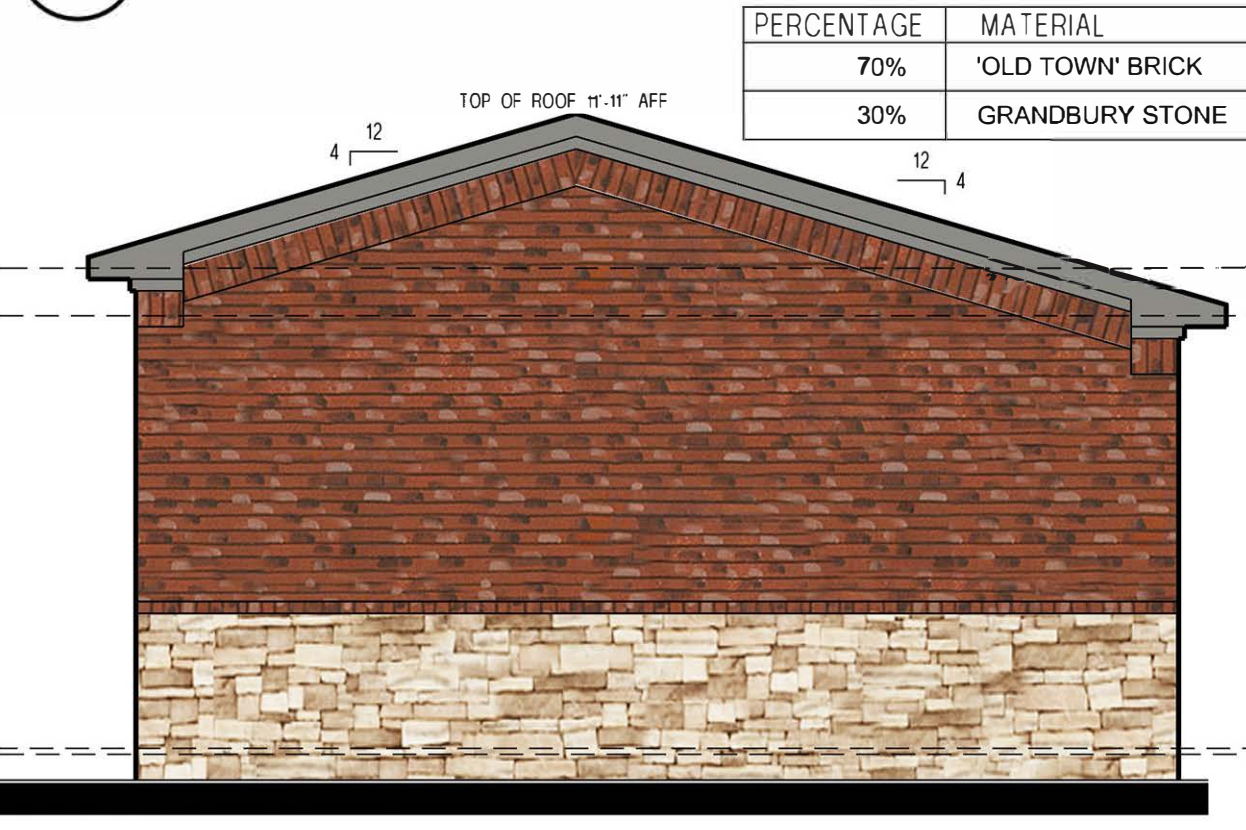
16 Detached Garage Elevation - With HC Bay
SCALE: 3/8" = 1'-0"

PERCENTAGE	MATERIAL
78%	'OLD TOWN' BRICK
22%	GRANDBURY STONE



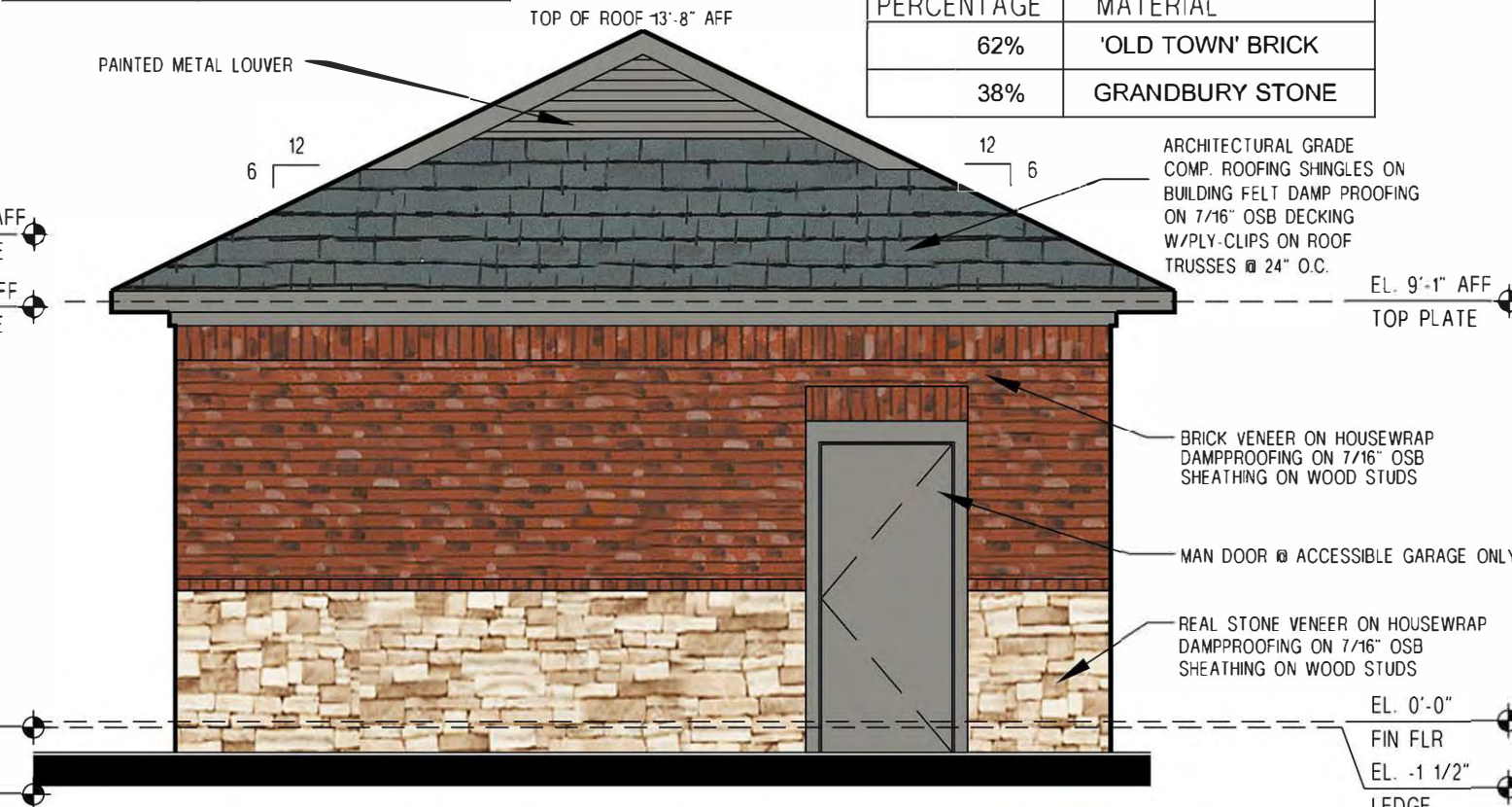
13 Detached Garage Elevation
SCALE: 3/8" = 1'-0"

PERCENTAGE	MATERIAL
82%	'OLD TOWN' BRICK
18%	GRANDBURY STONE



12 Side Elevation - Boiler / Maint.
SCALE: 3/8" = 1'-0"

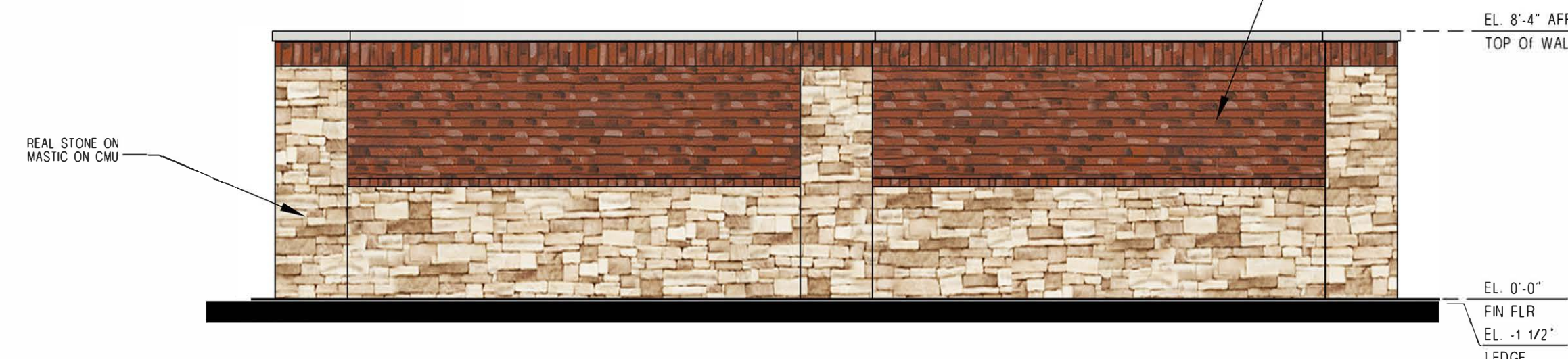
PERCENTAGE	MATERIAL
70%	'OLD TOWN' BRICK
30%	GRANDBURY STONE



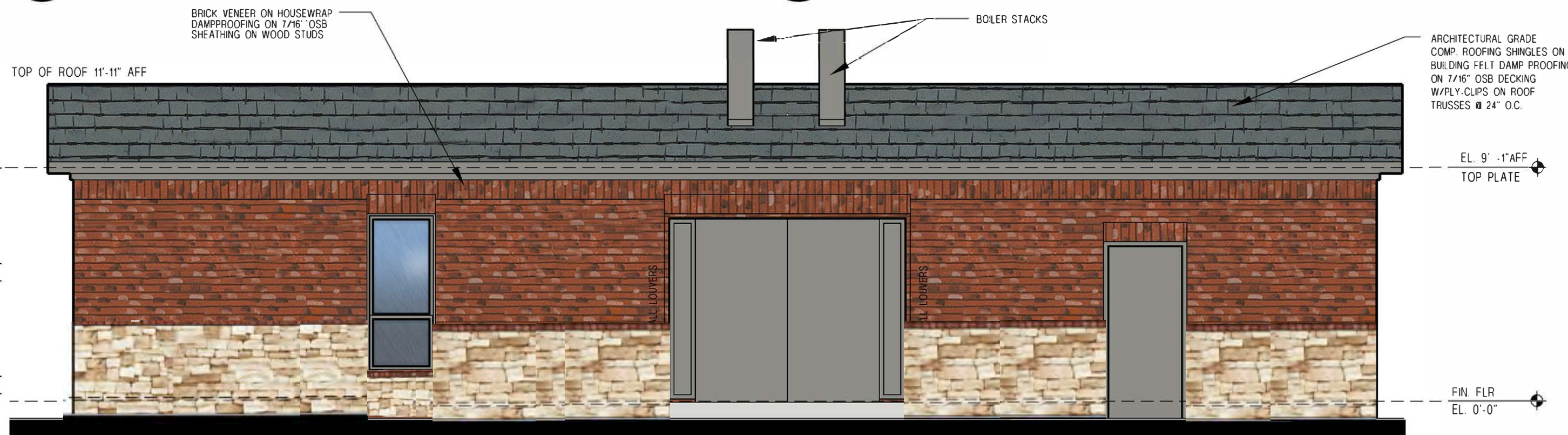
11 Typ. Detached Garage Elevation - Side
SCALE: 3/8" = 1'-0"

PERCENTAGE	MATERIAL
62%	'OLD TOWN' BRICK
38%	GRANDBURY STONE

PERCENTAGE	MATERIAL
47%	'OLD TOWN' BRICK
53%	GRANDBURY STONE

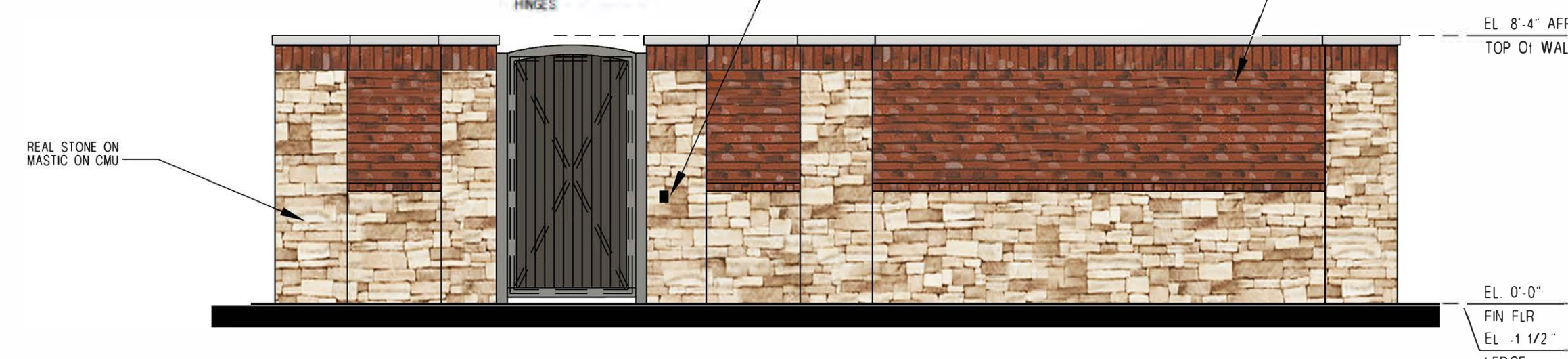


09 Elevation Side - Trash
SCALE: 3/8" = 1'-0"



07 Rear Elevation - Boiler / Maint.
SCALE: 3/8" = 1'-0"

PERCENTAGE	MATERIAL
31%	'OLD TOWN' BRICK
59%	GRANDBURY STONE



05 Elevation Entry Side
SCALE: 3/8" = 1'-0"



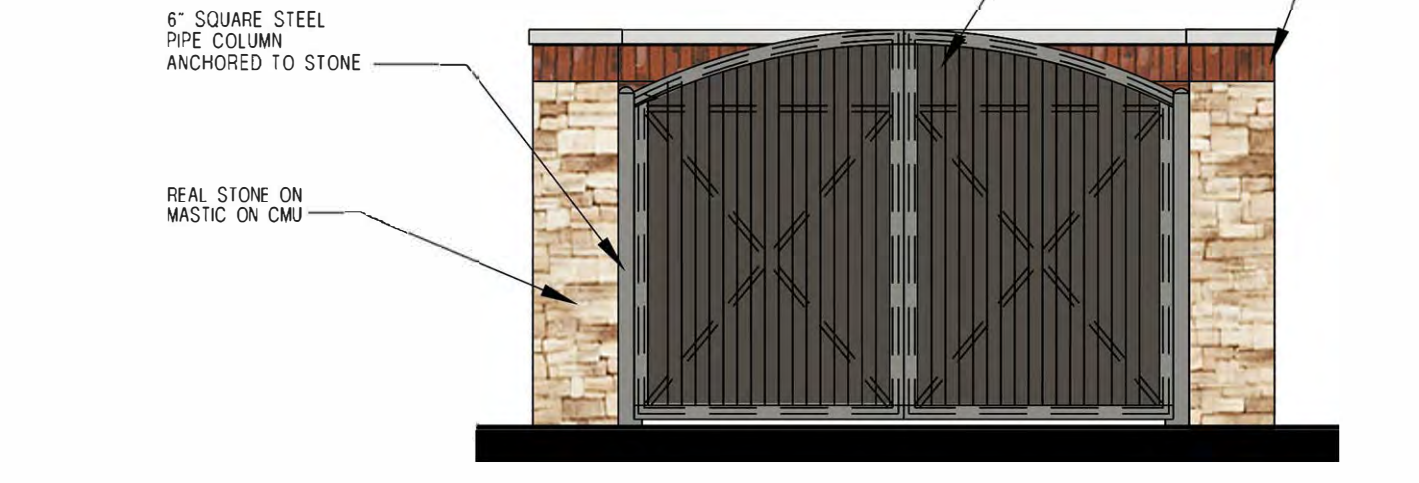
03 Front Elevation Boiler / Maint
SCALE: 3/8" = 1'-0"

PERCENTAGE	MATERIAL
79%	'OLD TOWN' BRICK
21%	GRANDBURY STONE



02 Rear Elevation
SCALE: 3/8" = 1'-0"

PERCENTAGE	MATERIAL
22%	'OLD TOWN' BRICK
78%	GRANDBURY STONE



01 Front Gate
SCALE: 3/8" = 1'-0"



PERCENTAGE	MATERIAL
43%	GRANBURY STONE
1%	WOOD SIDING
0.1%	HARDIE PANEL
55.9%	"OLD TOWN" BRICK

04 Side Elevation
SCALE: 1/8" = 1'-0"



PERCENTAGE	MATERIAL
43%	GRANBURY STONE
1%	WOOD SIDING
0.1%	HARDIE PANEL
55.9%	"OLD TOWN" BRICK

03 Side Elevation
SCALE: 1/8" = 1'-0"

EL. 19'-8 3/4"
TOP OF RIDGE

EL. 9'-1" AFF
TOP PLATE

EL. 6'-8"
WINDOW HEAD

EL. 0'-0"
FIN FLR

EL. -1 1/2"
BRICK LEDGE



PERCENTAGE	MATERIAL
39.7%	GRANBURY STONE
0%	WOOD SIDING
0.1%	HARDIE PANEL
60.2%	"OLD TOWN" BRICK

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



PERCENTAGE	MATERIAL
40.4%	GRANBURY STONE
0%	WOOD SIDING
0.1%	HARDIE PANEL
59.5%	"OLD TOWN" BRICK

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

EL. 19'-8 3/4"
TOP OF RIDGE

EL. 9'-1" AFF
TOP PLATE

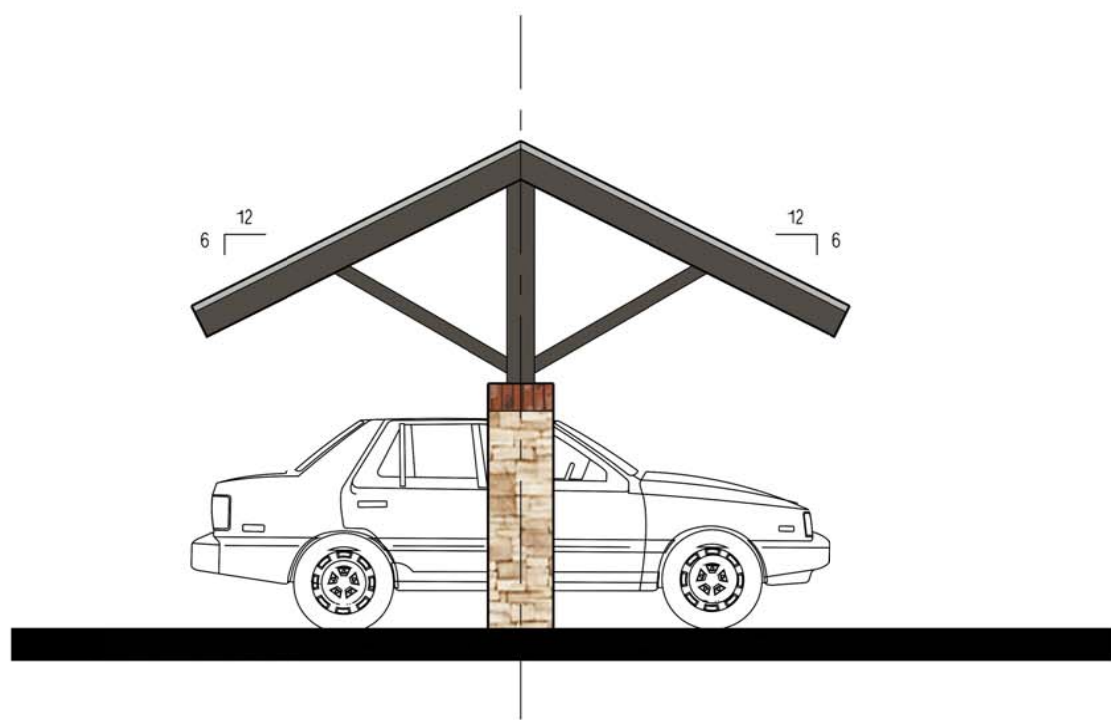
EL. 6'-8"
WINDOW HEAD

EL. 0'-0"
FIN FLR

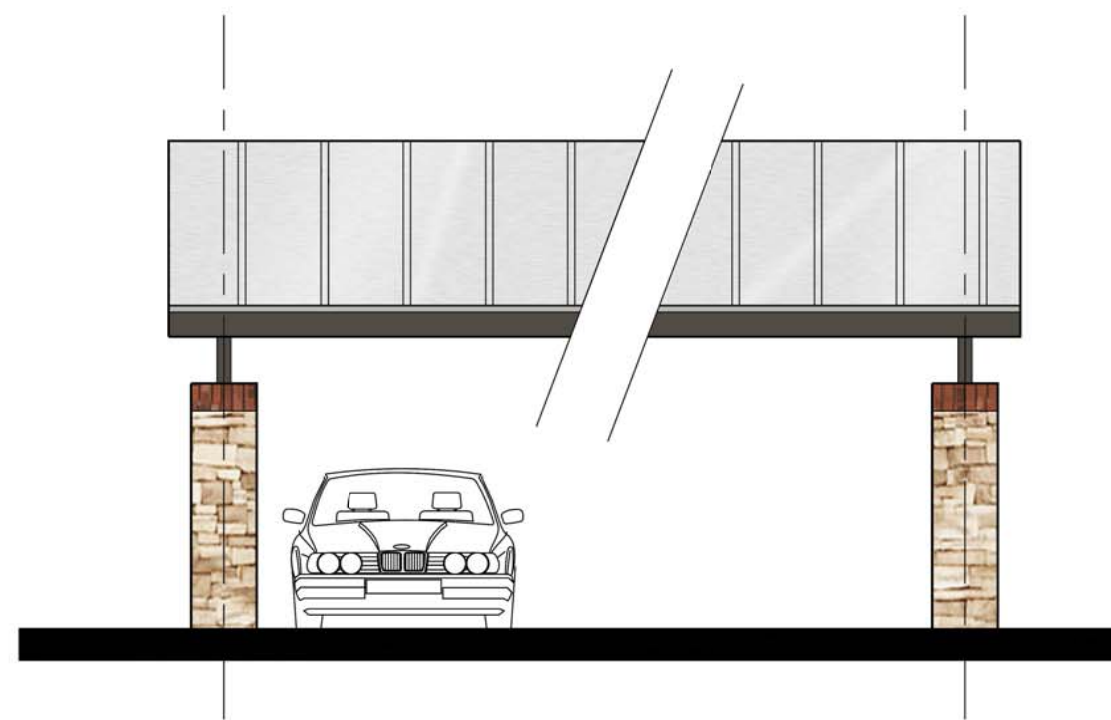
EL. -1 1/2"
BRICK LEDGE

Alders at Prosper

Exhibit F
Case No. Z19-0005



06 Carport Side Elevation



05 Carport Front/Back Elevation

Alders at Prosper

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 24, 2019

Agenda Item:

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

Description of Agenda Item:

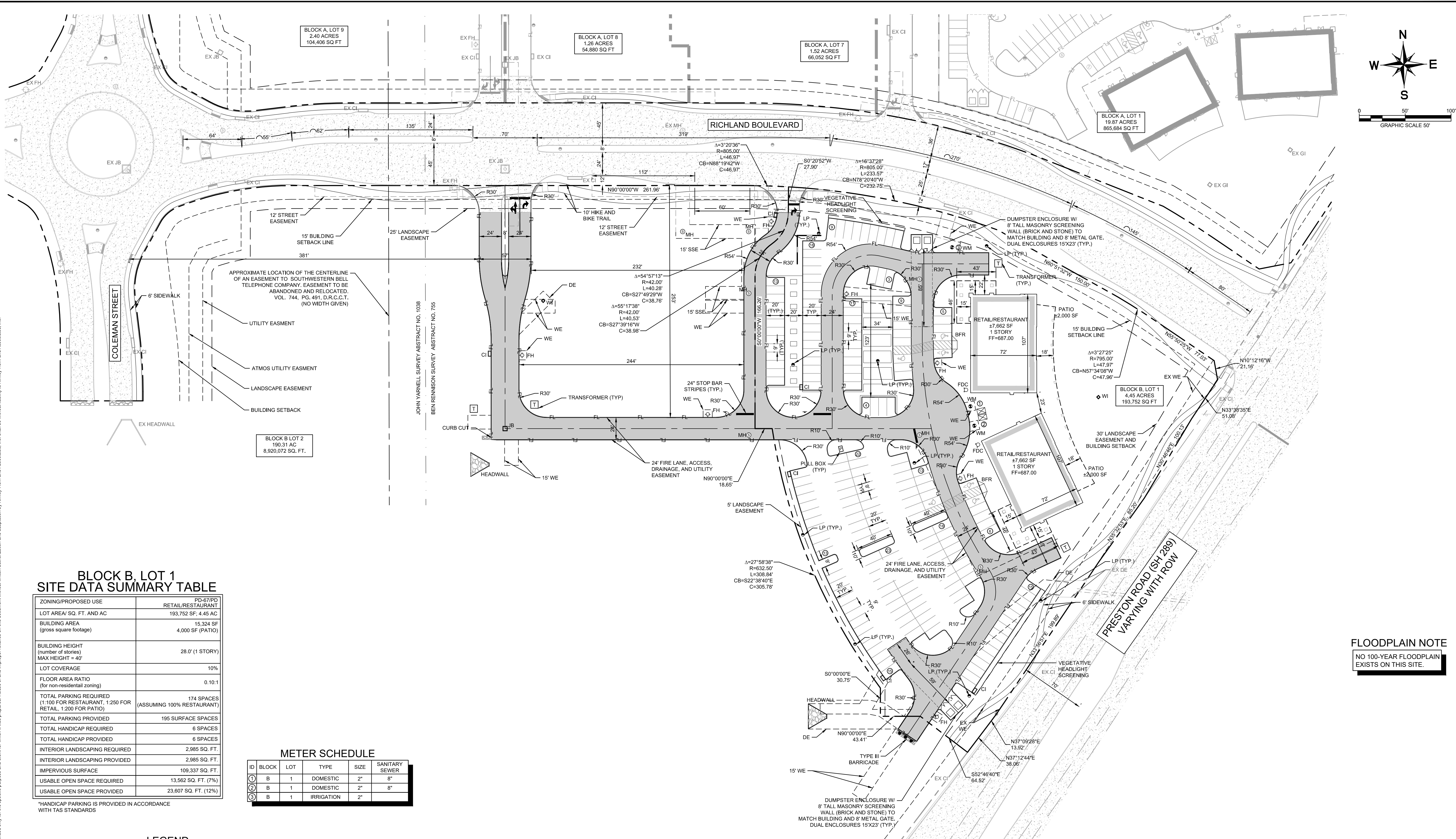
Attached are the Site Plans that were acted on by the Planning & Zoning Commission at their September 17, 2019, meeting. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

Attached Documents:

1. Site Plan for Gates of Prosper, Phase 2, Block B, Lot 1
2. Site Plan for Offices at Legacy
3. Site Plan for Prestonwood, Phase 3
4. Site Plan for Prosper Counseling

Town Staff Recommendation:

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



**BLOCK B, LOT 1
SITE DATA SUMMARY TABLE**

ZONING/PROPOSED USE	PD-67/RD RETAIL/RESTAURANT
LOT AREA/ SQ. FT. AND AC	193,752 SF; 4.45 AC
BUILDING AREA (gross square footage)	15,324 SF 4,000 SF (PATIO)
BUILDING HEIGHT (number of stories) MAX HEIGHT	28.0' (1 STORY) 40'
LOT COVERAGE	10%
FLOOR AREA RATIO (for non-residential zoning)	0.10:1
TOTAL PARKING REQUIRED (1,100 FOR RESTAURANT, 1,250 FOR RETAIL, 1,200 FOR PATIO)	174 SPACES (ASSUMING 100% RESTAURANT)
TOTAL PARKING PROVIDED	195 SURFACE SPACES
TOTAL HANDICAP REQUIRED	6 SPACES
TOTAL HANDICAP PROVIDED	6 SPACES
INTERIOR LANDSCAPING REQUIRED	2,985 SQ. FT.
INTERIOR LANDSCAPING PROVIDED	2,985 SQ. FT.
IMPERVIOUS SURFACE	109,337 SQ. FT.
USABLE OPEN SPACE REQUIRED	13,562 SQ. FT. (7%)
USABLE OPEN SPACE PROVIDED	23,607 SQ. FT. (12%)

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH T&S STANDARDS

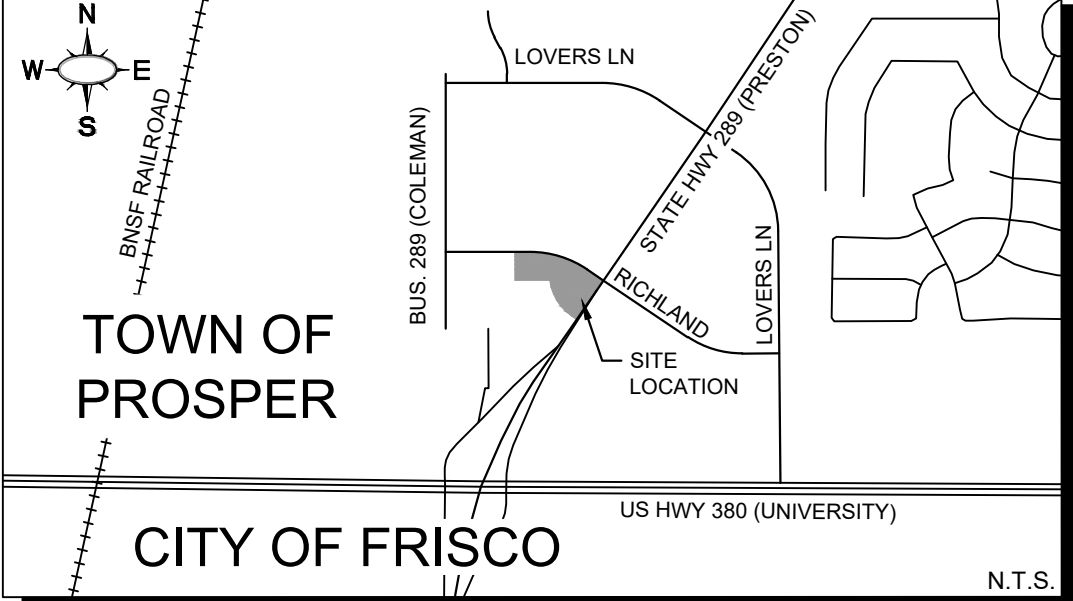
METER SCHEDULE

ID	BLOCK	LOT	TYPE	SIZE	SANITARY SEWER
1	B	1	DOMESTIC	2"	8"
2	B	1	DOMESTIC	2"	8"
3	B	1	IRRIGATION	2"	

LEGEND

	PROPOSED FIRE LANE		CURB INLET
	EXISTING PAVEMENT		GRATE INLET
	PROPOSED BUILDING		JUNCTION BOX OR WYE INLET
	EXISTING CONTOUR LINE - MAJOR		HEADWALL
	EXISTING CONTOUR LINE - MINOR		LIGHT POLE (PL)
	BARRIER FREE RAMP (BFR)		TYPICAL
	ACCESSIBLE PARKING SYMBOL		SANITARY SEWER EASEMENT
	NUMBER OF PARKING SPACES		WATER EASEMENT
	WATER METER (AND VAULT)		DRAINAGE EASEMENT
	FIRE HYDRANT		BARRIER FREE RAMP
	FIRE DEPARTMENT CONNECTION		SIDEWALK
	SANITARY SEWER MANHOLE		BUILDING LINE/SETBACK
	PULL BOX		GRATE INLET
	TRANSFORMER		WYE INLET
			JUNCTION BOX
			MANHOLE
			EXISTING
			PROPOSED
			SWITCHGEAR

VICINITY AND KEY MAP



TOWN SITE PLAN NOTES

- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE. ANY ADDITIONAL ENCLOSURES WILL REQUIRE REAPPROVAL BY TOWN STAFF.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
- ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
- BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
- TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
- SPEED BUMPS/CHUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
- ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
- SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
- APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
- SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
- ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
- ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.

FLOODPLAIN NOTE
NO 100-YEAR FLOODPLAIN EXISTS ON THIS SITE.

Item 17.	DATE	REVISIONS
No.		

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
280 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-293-8820
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. 132458 Date: SEP. 2019

KHA PROJECT	068-09030	DATE	SEPTEMBER 2019	SCALE	AS SHOWN	DESIGNED BY	RAK	SMA	JCR
CHECKED BY		DRAWN BY							

**GATES OF PROSPER
PH 2, BLOCK B, LOT 1**

PROSPER

SITE PLAN

**SITE PLAN
GATES OF PROSPER PH 2
BLOCK B, LOT 1 (BUILDINGS G AND H)
D19-0069
Being 4.45 Acres Out Of The
BEN RENNISON SURVEY Abstract No. 755
JOHN YARNELL SURVEY Abstract No. 1038
Town of Prosper, Collin County, Texas
Submitted: July 22, 2019
Resubmitted: August 06, 2019**

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

Owner:
COP #2 LLC
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
280 East Davis Street, Suite 100
McKinney, Texas 75069
Contact: Joe Riccardi, P.E.
Phone: (469)-301-2580

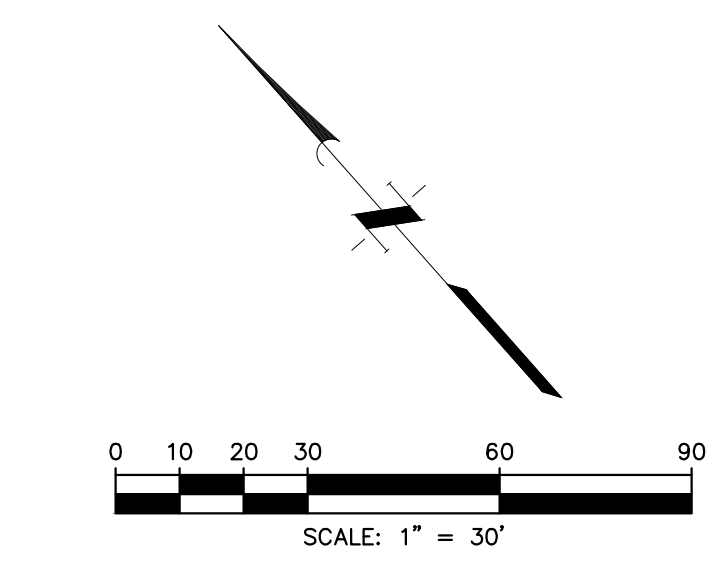
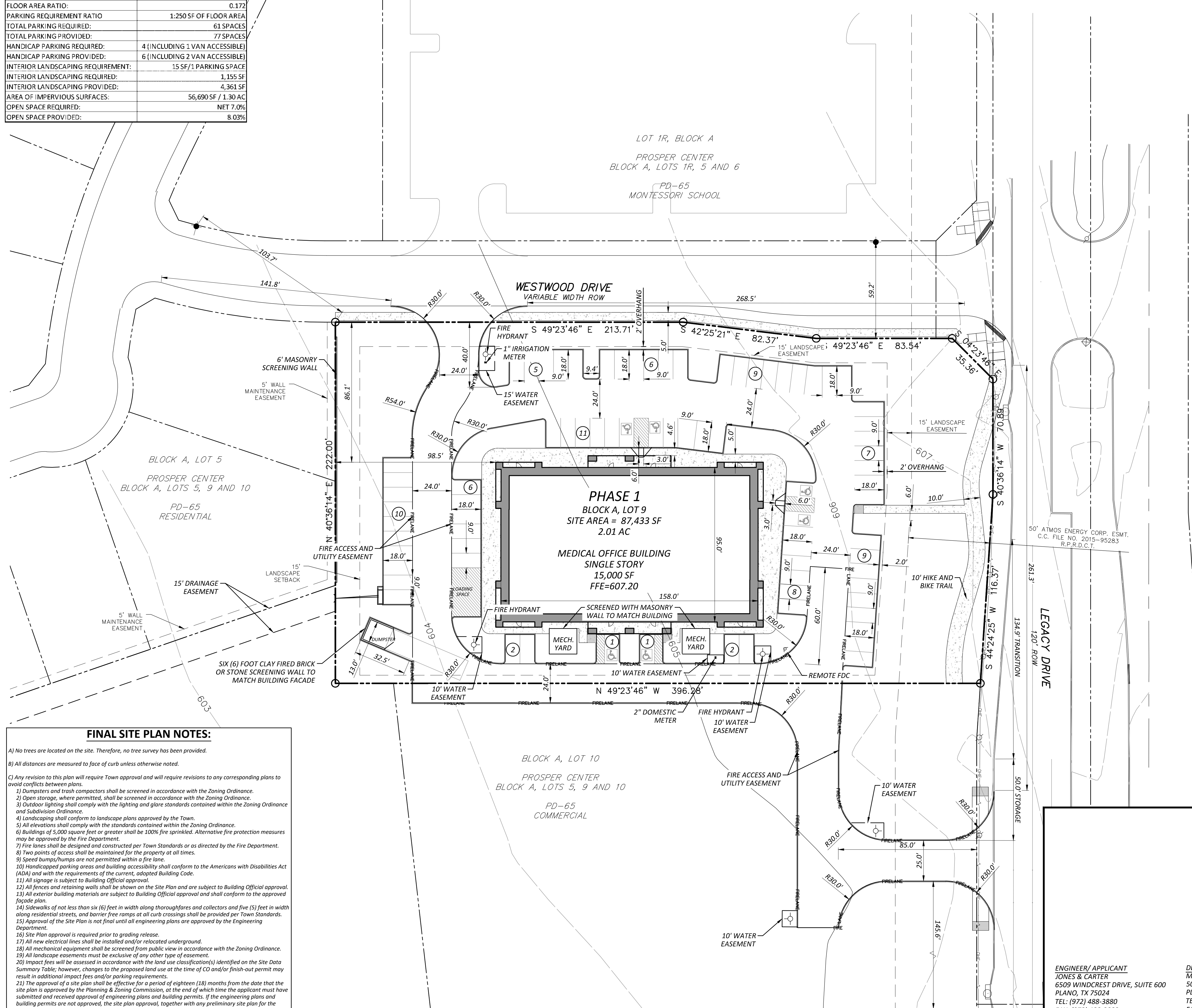
SITE DATA SUMMARY TABLE		
Category		
ZONING:	PD-65	
PROPOSED USE:	MEDICAL OFFICE BUILDING	
LOT AREA (EXCLUDING R.O.W.):	87,433 SF / 2.01 AC	
BUILDING AREA:	15,000 SF / 0.34 AC	
BUILDING HEIGHT:	39'6"	
LOT COVERAGE:	69.83%	
FLOOR AREA RATIO:	0.172	
PARKING REQUIREMENT RATIO:	1:250 SF OF FLOOR AREA	
TOTAL PARKING REQUIRED:	61 SPACES	
TOTAL PARKING PROVIDED:	77 SPACES	
HANDICAP PARKING REQUIRED:	4 (INCLUDING 1 VAN ACCESSIBLE)	
HANDICAP PARKING PROVIDED:	6 (INCLUDING 2 VAN ACCESSIBLE)	
INTERIOR LANDSCAPING REQUIREMENT:	15 SF/1 PARKING SPACE	
INTERIOR LANDSCAPING REQUIRED:	1,155 SF	
INTERIOR LANDSCAPING PROVIDED:	4,361 SF	
AREA OF IMPERVIOUS SURFACES:	56,690 SF / 1.30 AC	
OPEN SPACE REQUIRED:	NET 7.0%	
OPEN SPACE PROVIDED:	8.03%	

Water Meter Schedule				
ID	Type	Size	NO.	San. Sewer
1	DOM	2"	1	6"
2	IRR	1"	1	N/A

BENCHMARK NO. 1
BOX CUT ON NORTH BACK OF CURB AT END OF FISHTRAP ROAD, APPROXIMATELY 145 FEET EAST OF THE INTERSECTION OF HUDSON LANE. ELEVATION = 595.40

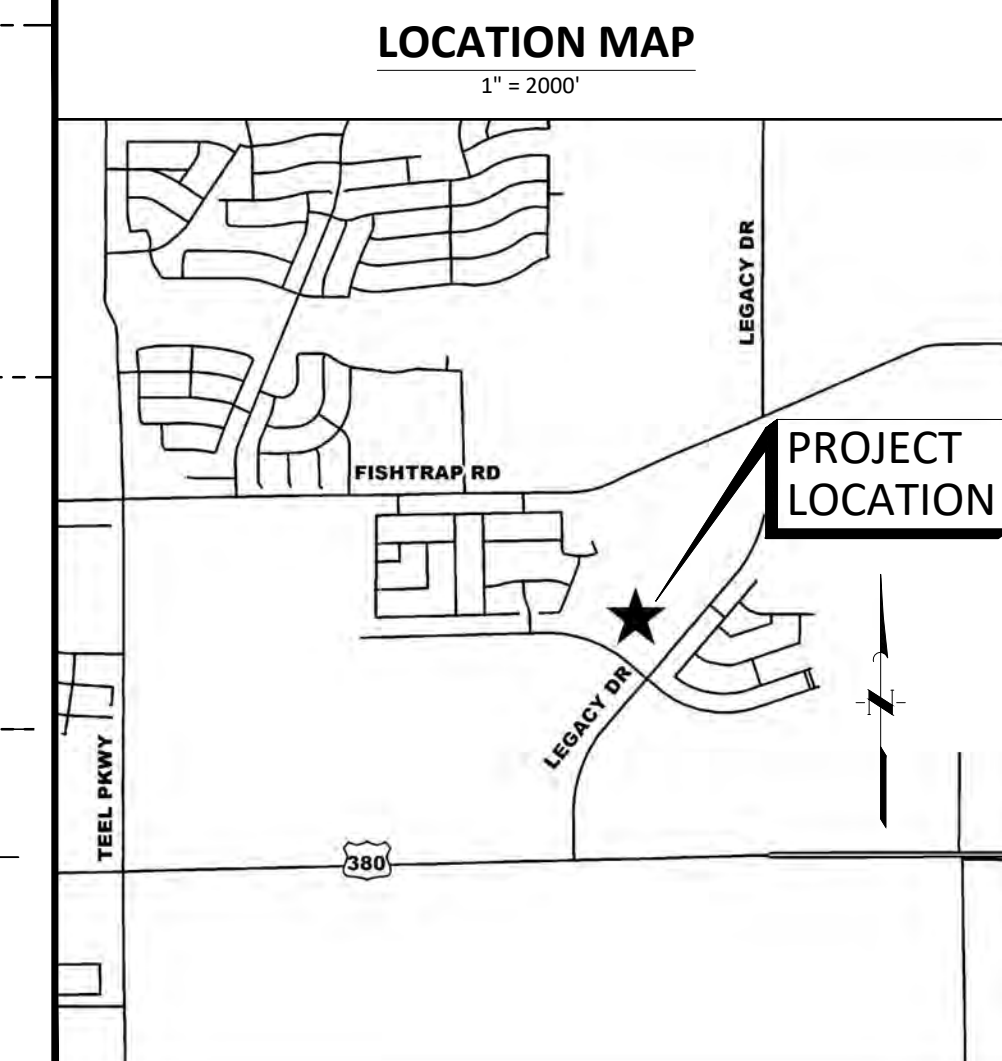
BENCHMARK NO. 2
BOX CUT ON NORTH RIM OF SANITARY SEWER MANHOLE APPROXIMATELY 1515 FEET SOUTH OF FISHTRAP ROAD AND 170 FEET EAST OF THE CENTERLINE OF HUDSON LANE. ELEVATION = 594.97

100-YR FLOOD
ACCORDING TO MAP NO. #48121C0430G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, DATED APRIL 18, 2011, THE SUBJECT TRACT IS SITUATED WITHIN ZONE X DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE A DEFINED AS SPECIAL FLOOD HAZARD AREAS SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD.



EXISTING LEGEND	
	FIRE HYDRANT W/ GATE VALVE
	WATERLINE W/ GATE VALVE
	WATERLINE W/ METER
	RECLAIMED WATERLINE W/ GATE VALVE
	WASTEWATER W/ MANHOLE
	WASTEWATER W/ CLEANOUT
	STORM SEWER W/ MANHOLE
	STORM SEWER W/ CURB INLET
	OVERHEAD ELECTRIC W/ POWER POLE
	GAS LINE
	GROUND CONTOUR

PROPOSED LEGEND	
	PROPERTY LINE
	FIRELANE
	FIRE ACCESS AND UTILITY EASEMENT
	FIRE HYDRANT W/ GATE VALVE



FINAL SITE PLAN NOTES:

- No trees are located on the site. Therefore, no tree survey has been provided.
- All distances are measured to face of curb unless otherwise noted.
- Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
 - Dumpsters and trash compactors shall be screened in accordance with the Zoning Ordinance.
 - Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
 - Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Ordinance.
 - Landscaping shall conform to landscape plans approved by the Town.
 - All elevations shall comply with the standards contained within the Zoning Ordinance.
 - Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
 - Fire lanes shall be designed and constructed per Town Standards or as directed by the Fire Department.
 - Two points of access shall be maintained for the property at all times.
 - Speed bumps/humps are not permitted within a fire lane.
 - Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
 - All signage is subject to Building Official approval.
 - All fences and retaining walls shall be shown on the Site Plan and are subject to Building Official approval.
 - All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
 - Sidewalks of not less than six (6) feet in width along thoroughfares and collectors and five (5) feet in width along residential streets, and barrier free ramps at all curb crossings shall be provided per Town Standards.
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 - Site Plan approval is required prior to grading release.
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 - All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
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 - Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
 - The approval of a site plan shall be effective for a period of eighteen (18) months from the date that the site plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the site plan approval, together with any preliminary site plan for the property is null and void.

SITE PLAN
PROSPER CENTER
BLOCK A, LOT 9
CASE # - D19-0083
2.01 ACRES
L. NETHERLY SURVEY, ABSTRACT NO. 962
TOWN OF PROSPER, DENTON COUNTY, TEXAS
PREPARATION DATE: AUGUST 19, 2019

ENGINEER/ APPLICANT JONES & CARTER 6509 WINDCREST DRIVE, SUITE 600 PLANO, TX 75024 TEL: (972) 488-3880 FAX: (972) 488-3882 SHAWN GRAHAM, PE	DEVELOPER MCRIGHT-SMITH 5000 LEGACY DRIVE, SUITE 460 PLANO, TX 75024 TEL: (972) 608-8988 FAX: (972) 403-9292 CONTACT: CHRIS MONTASSER	ARCHITECT HEIGHTS VENTURE 5741 LEGACY DRIVE, SUITE 320 PLANO, TX 75024 TEL: (972) 490-7292 CONTACT: ROBERT R. HOLTON, AIA	OWNER - PSP TRACT 1 ORL III, INC. 6428 WAGGONER DRIVE DALLAS, TX 75230 TEL: (972) 832-7991 CONTACT: CHAD MCDUFFIE
--	--	---	---

JONES & CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024 • 972.488.3880

REVISIONS

No.	Date	Description

DESIGNED BY: _____ AW5
CHECKED BY: _____ SCG
DRAWN BY: _____ CAD

SCALE: AS SHOWN
DATE: 16258-0002-00
JOB NO.: 16258-0002-00

INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Engineer: SHAWN C. GRAHAM
P.E. Serial No.: 111432
Date: AUGUST 2019

THE OFFICES AT LEGACY
TOWN OF PROSPER, TEXAS

SITE PLAN

SHEET NO. **5**
OF 22

LAKES OF PROSPER ADDITION
PHASE 1
VOLUME 2007 PG. 32-33
D.R.C.C.T.

LAKES OF PROSPER ADDITION
PHASE 1
VOLUME 2007 PG. 32-33
D.R.C.C.T.

$\Delta = 11^{\circ}19'41''$
 $R = 293.00'$
 $L = 57.93'$
 $Cb = S84^{\circ}47'47''E$
 $Lc = 57.84'$

$\Delta = 11^{\circ}22'57''$
 $R = 267.00'$
 $L = 53.04'$
 $Cb = S82^{\circ}32'30''E$
 $Lc = 52.96'$

VILLAGES OF PROSPER TRAIL
PHASE 2
DOC. NO. 2014-96
P.R.C.C.T.

CAUTION:
EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

WATER METER SCHEDULE

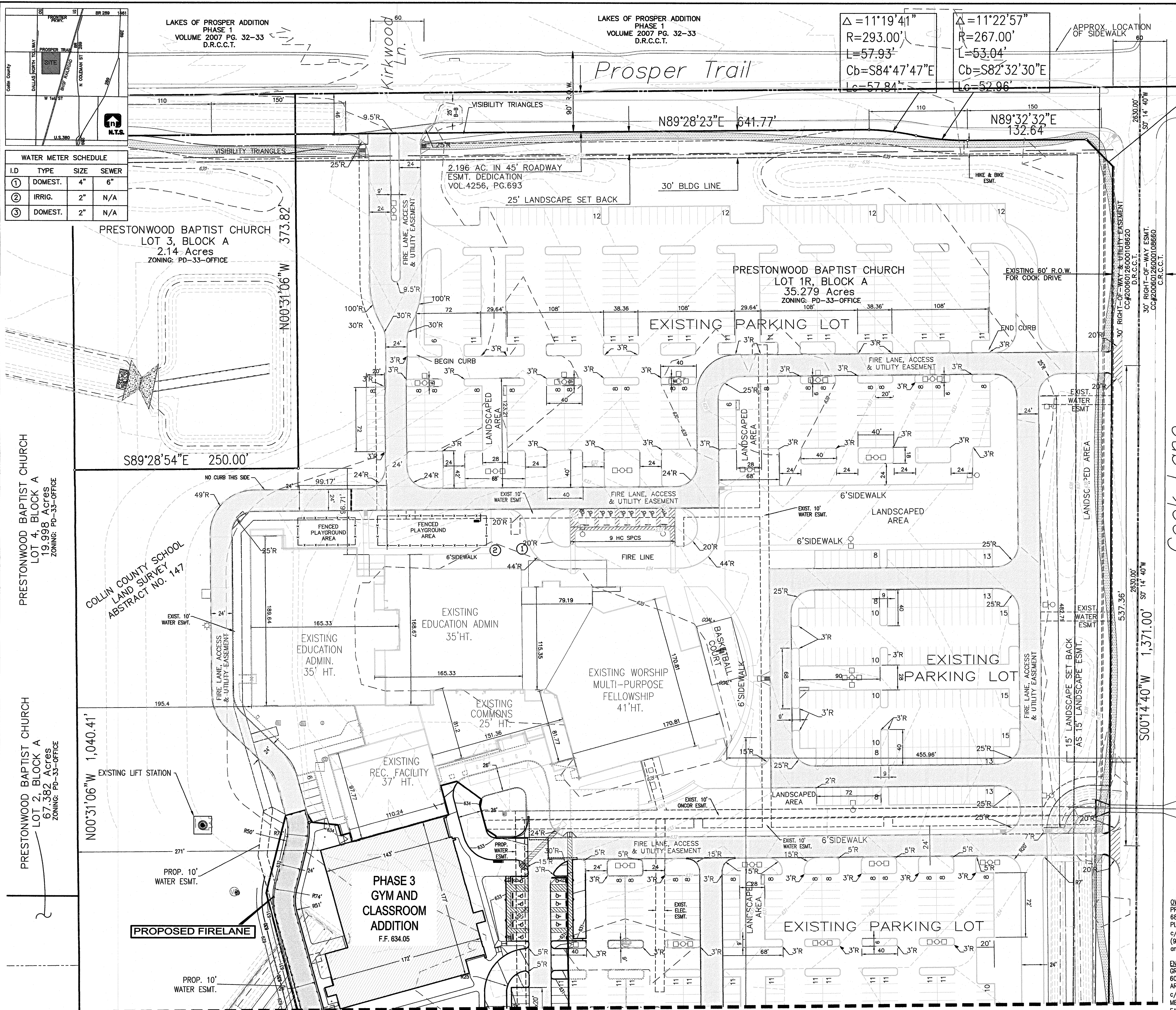
I.D.	TYPE	SIZE	SEWER
①	DOMEST.	4"	6"
②	IRRIG.	2"	N/A
③	DOMEST.	2"	N/A

ITEM	PHASE 1 & 2 TOTAL	PHASE 3 TOTAL	TOTAL
GENERAL SITE DATA			
ZONING:	PD-33-OFFICE CHURCH	PD-33-OFFICE CHURCH	PD-33-OFFICE CHURCH
LAND USE (FROM ZONING ORDINANCE)	CHURCH	CHURCH	CHURCH
LOT AREA (LOTS 1R ONLY) (SF/AC)	1,536,781 SF / 35.280 AC.	1,536,781 SF / 35.280 AC.	1,536,781 SF / 35.280 AC.
TOTAL BUILDING AREA (SF)	154,763 S.F.	40,576 S.F.	195,339 S.F.*
FOOTPRINT (SF)	104,515 S.F.	29,057 S.F.	133,572 S.F.*
BUILDING HEIGHT (# STORIES)	1 & 2 STORIES	1 & 2 STORIES	1 & 2 STORIES
BUILDING HEIGHT (FEET):			
EDUCATION ADMINISTRATION	35'	-	35'
MULTI-PURPOSE BUILDING	41'	-	41'
COMMONS	25'	-	25'
REC. FACILITY	37'	-	37'
LOT COVERAGE:			
FLOOR AREA RATIO	6.80%	1.89%	8.69*
	0.10:1	0.03:1	0.13:1
PARKING:			
PARKING RATIO (FROM ZONING ORDINANCE)	1:3	1:3	1:3
REQUIRED PARKING (# SPACES)	650	650	650
PROVIDED PARKING (# SPACES)	939	0	891*
ACCESSIBLE PARKING REQUIRED (# SPACES)	19	0	18*
ACCESSIBLE PARKING PROVIDED (# SPACES)	21	0	21*
LANDSCAPE:			
INTERIOR LANDSCAPE AREA REQUIRED (SQ FT)	14,655 S.F.	- S.F.	14,655 S.F.*
INTERIOR LANDSCAPE AREA PROVIDED (SQ FT)	93,442 S.F.	- S.F.	93,442 S.F.*
IMPERVIOUS SURFACE (SF/AC)	634,263 S.F./14.56 AC.	28,777 S.F./0.66 AC.	663,040 S.F./15.22 AC.*

* TOTALS ALSO ACCOUNT FOR DEMOLITION WORK REQUIRED FOR RECONFIGURATION NEEDED FOR PHASE 3 EXPANSION.

LEGEND

- 6.33 --- 1' CONTOUR LINES
- 6.34 --- PROPOSED CONTOURS
- 6.34 --- PROPOSED CONTOURS
- 24 FT. FIRE LANE, ACCESS & UTILITY --- FIRE LANE
- PROPOSED BUILDING --- PROPOSED BUILDING
- HIKE & BIKE TRAIL --- HIKE & BIKE TRAIL
- ADA HANDICAP SIDEWALK RAMP --- ADA HANDICAP SIDEWALK RAMP
- LIGHT STANDARD --- LIGHT STANDARD
- EXISTING IMPROVEMENTS --- EXISTING IMPROVEMENTS
- PROPOSED PHASE 3 IMPROVEMENTS --- PROPOSED PHASE 3 IMPROVEMENTS

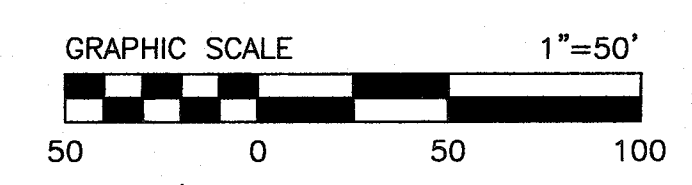


PRESTONWOOD BAPTIST CHURCH
LOT 4, BLOCK A
19.998 Acres
ZONING: PD-33-OFFICE

PRESTONWOOD BAPTIST CHURCH
LOT 2, BLOCK A
67.362 Acres
ZONING: PD-33-OFFICE

WIRE HOLDINGS,
LLC DOC. NO. 20170915001242970
P.R.C.C.T.

ALL STORAGE PROSPER TRAIL
LLC DOC. NO. 20170714000925660
D.R.C.C.T.



Prestonwood
BAPTIST CHURCH
Case #: D19-0074

REVISED SITE PLAN - BLOCK A, LOT 1R

NORTH CAMPUS - PHASE 3 EXPANSION

PRESTONWOOD BAPTIST CHURCH
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011
METRO (817) 640-8535
FAX (817) 633-5240
MPeterson@grahamcivil.com

OWNER:
PRESTONWOOD BAPTIST CHURCH
6801 PARK BLVD.
PLANO, TEXAS 75093
c/o MR. ALAN MONK
(972) 820-5000
amonk@prestonwood.org

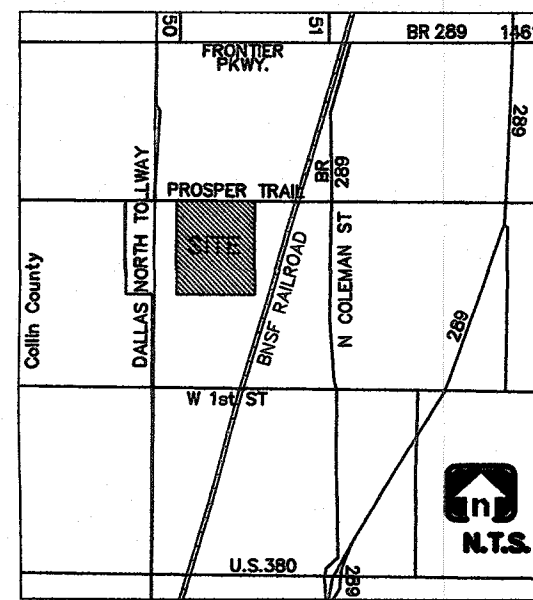
ENGINEER/SURVEYOR:
GRAHAM ASSOCIATES, INC
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011
c/o MRS. L. PETERSON, P.E.
METRO (817) 640-8535
FAX (817) 633-5240
MPeterson@grahamcivil.com

DRAWN BY: GAI
DATE: 7/18/2019

PROJECT NO. 9929-1039
SHEET
C1.01
Page 301

MATCHLINE SHEET C1.02

PLOTTED ON: 8/19/2019 8:03 PM
FILE NAME: X:\PRESTONWOOD\North Campus\Phase 3\DWG\DRG\SP3-3 - SITE PLAN.DWG



LEGEND

- 1" CONTOUR LINES
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- 24 FT. FIRE LANE, ACCESS & UTILITY
- PROPOSED BUILDING
- HIKE & BIKE TRAIL
- ADA HANDICAP SIDEWALK RAMP
- LIGHT STANDARD
- EXISTING IMPROVEMENTS
- PROPOSED PHASE 3 IMPROVEMENTS

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GENERAL NOTES:

Dumpsters and trash compactors shall be screened in accordance with the Comprehensive Zoning Ordinance.

Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.

Outdoor lighting shall comply with the lighting and glare standards contained within the Comprehensive Zoning Ordinance and Subdivision Regulation Ordinance.

Landscaping shall conform to landscape plans approved by the town.

All elevations shall comply with the standards contained within the Comprehensive Zoning Ordinance.

Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.

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Two points of access shall be maintained for the property at all times.

Speed bumps/humps are not permitted within a fire lane.

Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Uniform Building Code.

All signage is subject to Building Official approval.

All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.

All exterior building materials are subject to Building Official approval.

Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.

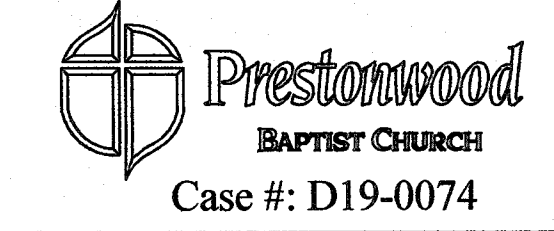
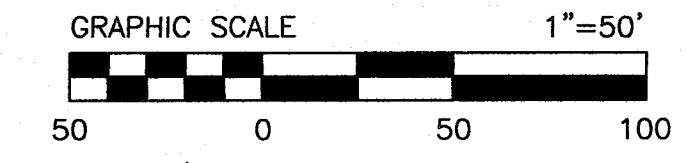
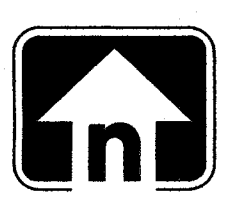
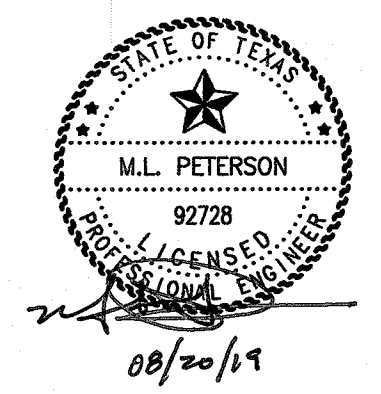
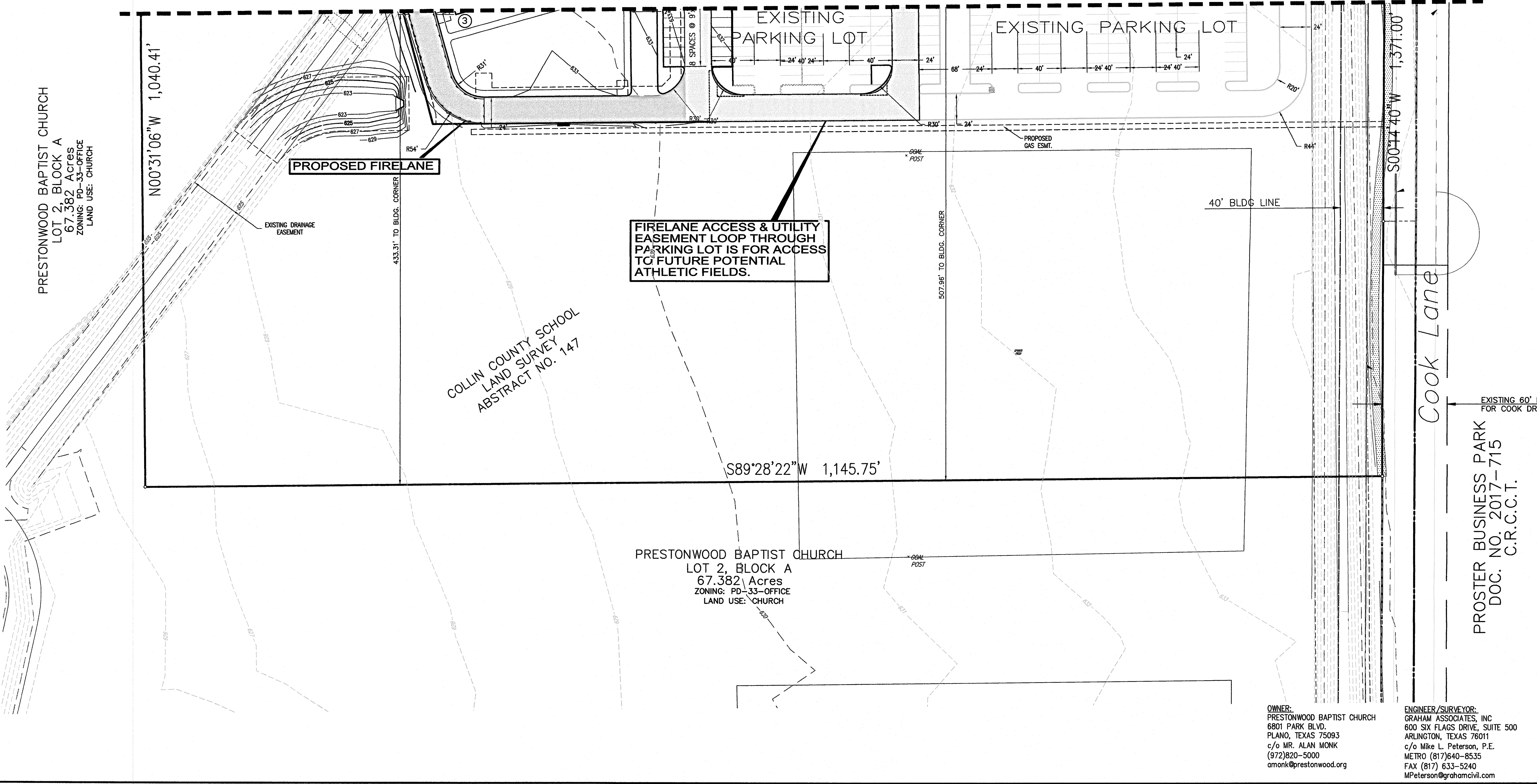
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Site plan approval is required prior to grading release.

All new electrical lines shall be installed and/or relocated underground.

All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.

MATCHLINE SHEET C1.01



REVISED SITE PLAN - BLOCK A, LOT 1R

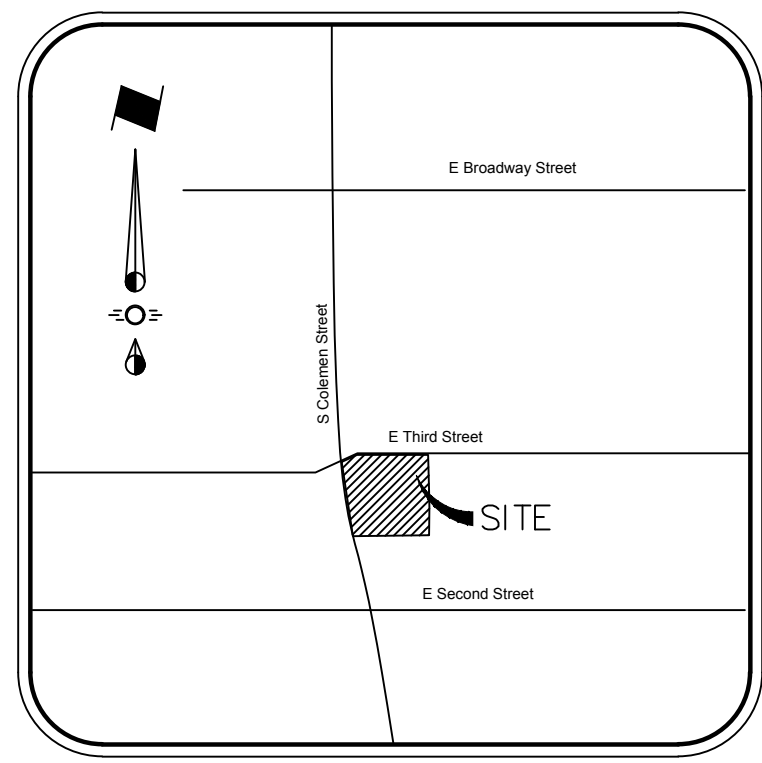
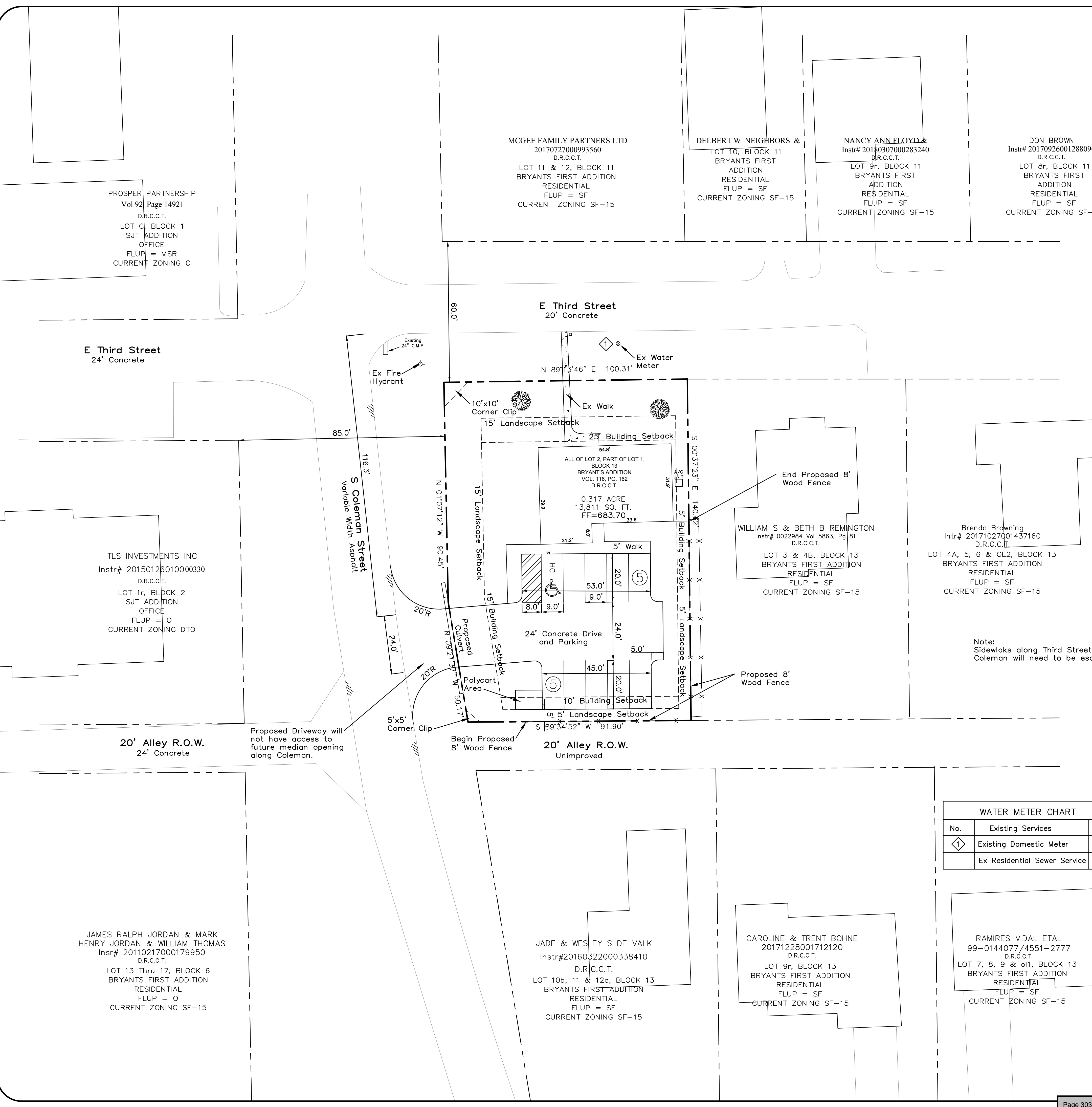
NORTH CAMPUS - PHASE 3 EXPANSION

PRESTONWOOD BAPTIST CHURCH
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

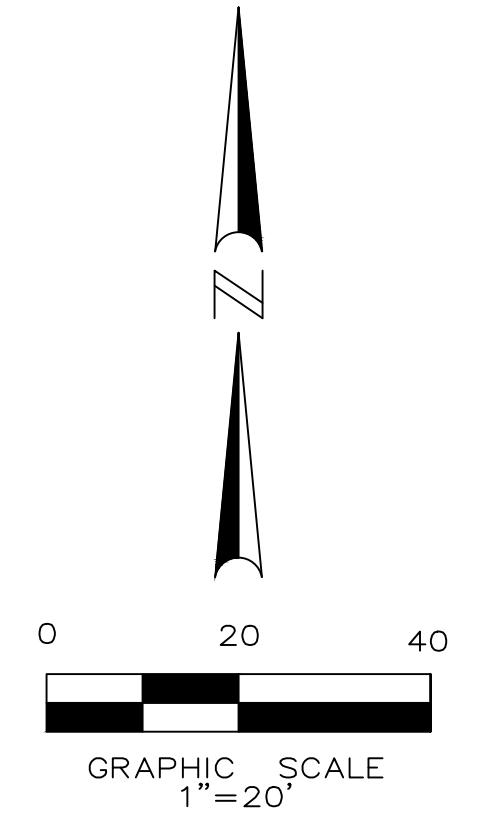
Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TYPE: FINAL, F-11/18/2019, 10:58:50

DRAWN BY: GAI PROJECT NO. 9929-1039
DATE: 7/19/2019 SHEET C1.02 Page 302

PLOTTED ON: 6/19/2019 6:03 PM
FILE NAME: \\PRESTONWOOD\NORTH CAMPUS\PHASE 3\DWG\DRYTEXT\PH 3 - SITE PLAN.DWG



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
Building Height:	One Story
Lot Coverage:	14.24% (Total Bldg Area 1,967 sf)
Floor Area Ratio:	0.14 : 1
Parking Required:	1/350 sf of Bldg. (1967/350=6 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 (0.47%)
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.
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- 13) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
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- 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.

WATER METER CHART			
No.	Existing Services	Size	Qty.
1	Existing Domestic Meter	Unknown	1
2	Ex Residential Sewer Service	Unknown	1

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.

OWNER:

Marcey and Don Mettca
3067 Falcon Road
Prosper, Texas 75078
214-914-1018
Marcey Mettca

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. D19-0080

SITE PLAN

102 E. 3RD STREET
& 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, 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 08/29/19. 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
SITE PLAN

No.	Date	Revision

Scale:	1" = 20'
File Name:	Site Plan
Date:	8/29/2019
Project No.:	19018

Sheet of

PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 24, 2019

Agenda Item:

Presentation of service plan and first Public Hearing to consider the voluntary annexation of 6.8± acres, generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road. (A19-0001).

Description of Agenda Item:

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

This is the first of two (2) required Public Hearings; the second Public Hearing is scheduled for October 8, 2019. Following that Public Hearing, the Town Council will consider an ordinance completing the annexation process.

Legal Obligations and Review:

The notice for the first Public Hearing has been published in the newspaper and placed on the Town's website per state law and the annexation schedule.

Attached Documents:

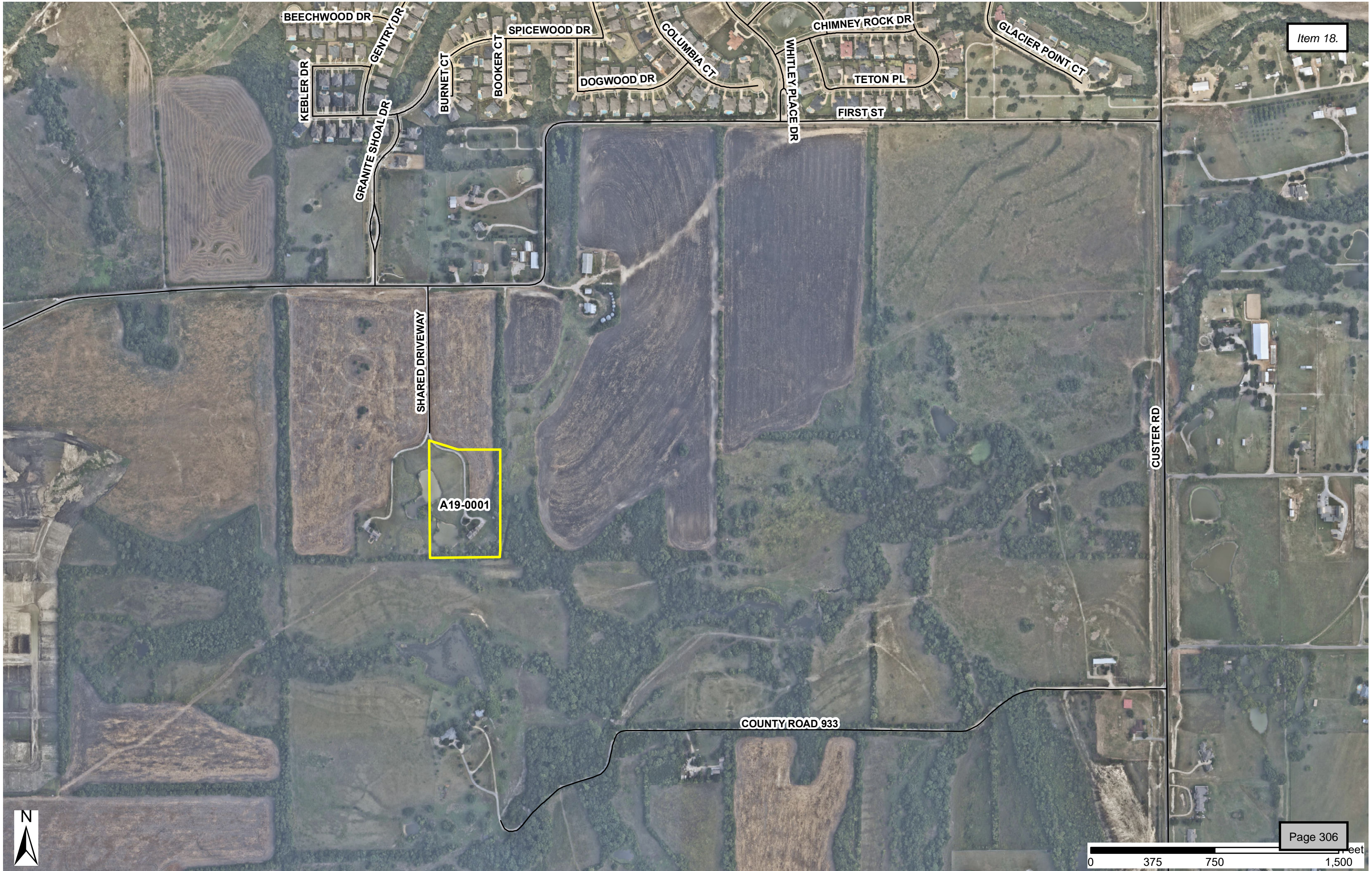
1. Location Map
2. Annexation Exhibit
3. Annexation Service Plan

Town Staff Recommendation:

Town staff recommends the Town Council hold the first Public Hearing to consider the voluntary annexation of 6.8± acres, generally located 1,000± feet south of First Street, 4,000± feet west of Custer Road, and receive comments from the public.

Proposed Motion:

Once the public hearing has been held, no further action is required for this item.



ANNEXATION EXHIBIT

295,789 SQUARE FEET, OR 6.790 ACRES

Being a 6.790 acre tract of land situated in the Jeremiah Horn Survey, Abstract Number 411, Collin County, Texas same being all of a tract of land to Prosper Independent School District as recorded in Instrument number 20181023001321280 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at a 1/2 inch iron rod found for the northwest corner of said 6.790 acre tract said point also being an easterly inner ell corner of a 73.015 acre tract of land to Prosper Independent School District as recorded in Instrument number 20181023001321670 of the Official Public Records of Collin County, Texas;

THENCE South 72 degrees 44 minutes 33 seconds East along the north line of said 6.790 acre tract same being the easterly line of said 73.015 acre Prosper Independent School District tract, a distance of 182.34 feet to a 1/2 inch steel square tubing with cap stamped "BRENNAN 5560" found for corner at an angle point in same;

THENCE North 89 degrees 48 minutes 59 seconds East continuing along the north line of said 6.790 acre tract same being the easterly line of said 73.015 acre Prosper Independent School District tract, a distance of 266.10 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the northeast corner of said 6.790 acre tract;

THENCE South 00 degrees 12 minutes 18 seconds East along the east line of said 6.790 acre tract with the remnants of an old Barbed Wire fence and Tree line, a distance of 664.29 feet to a 1/2 inch iron rod with cap stamped "R.P.L.S. 1674" found lying on the north line of a called 67.728 acre tract of land to 55 Prosper, L.P. by affidavit of Merger recorded in instrument Number 20120111000035080 of the Official Public Records of Collin County, Texas and previously known as 67 Prosper L.P. as recorded in Instrument Number 20060921001363990 of the Official Public Records of Collin County, Texas said point also being the southwest corner of a called 73.060 acre tract of land to 55 Prosper, L.P. by affidavit of Merger recorded in instrument Number 20120111000035080 of the Official Public Records of Collin County, Texas and previously known as 73 Prosper L.P. as recorded in Instrument Number 20051017001461230 of the Official Public Records of Collin County and the southeast corner of said 6.790 acre tract;

THENCE South 89 degrees 33 minutes 38 seconds West along the north line of said 67.728 acre tract and the south line of said 6.790 acre tract, a distance of 435.30 feet to a 1/2 inch iron rod found for the southwest corner of said 6.790 acre tract;

THENCE North 00 degrees 34 minutes 54 seconds West along the west line of said 6.790 acre tract, a distance of 720.90 feet to the POINT OF BEGINNING containing 295,789 square feet, or 6.790 acres of land.

SURVEYOR'S CERTIFICATE

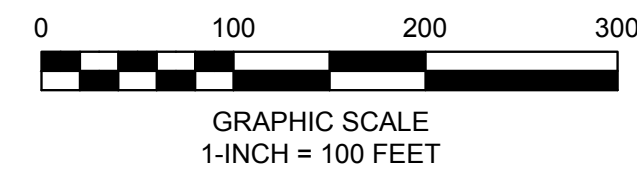
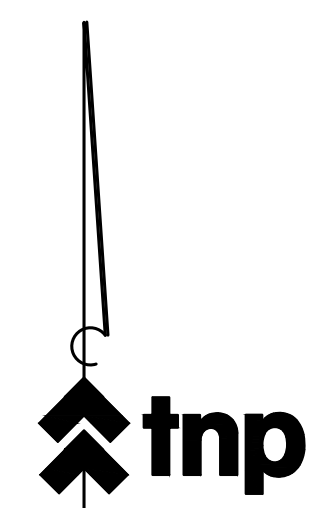
I, Brian J. Maddox II, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this map from an actual on the ground survey of the land, and the monuments shown thereon were found under my personal supervision in accordance with the Surveying Rules and Regulations of the State of Texas.



Brian J. Maddox II
Registered Professional Land Surveyor No. 6659
August 02, 2019



Drawing: L:\Projects\HUC 19068 Prosper High School No. 3\Acad\Deliverables\Separate_Instrument_ Exhibits\Annexation Exhibit\2019 08 02 HUC 19068 PISD HSS 6.79AC Annexation Exhibit.dwg at Aug 02, 2019 3:44pm by jimaddox

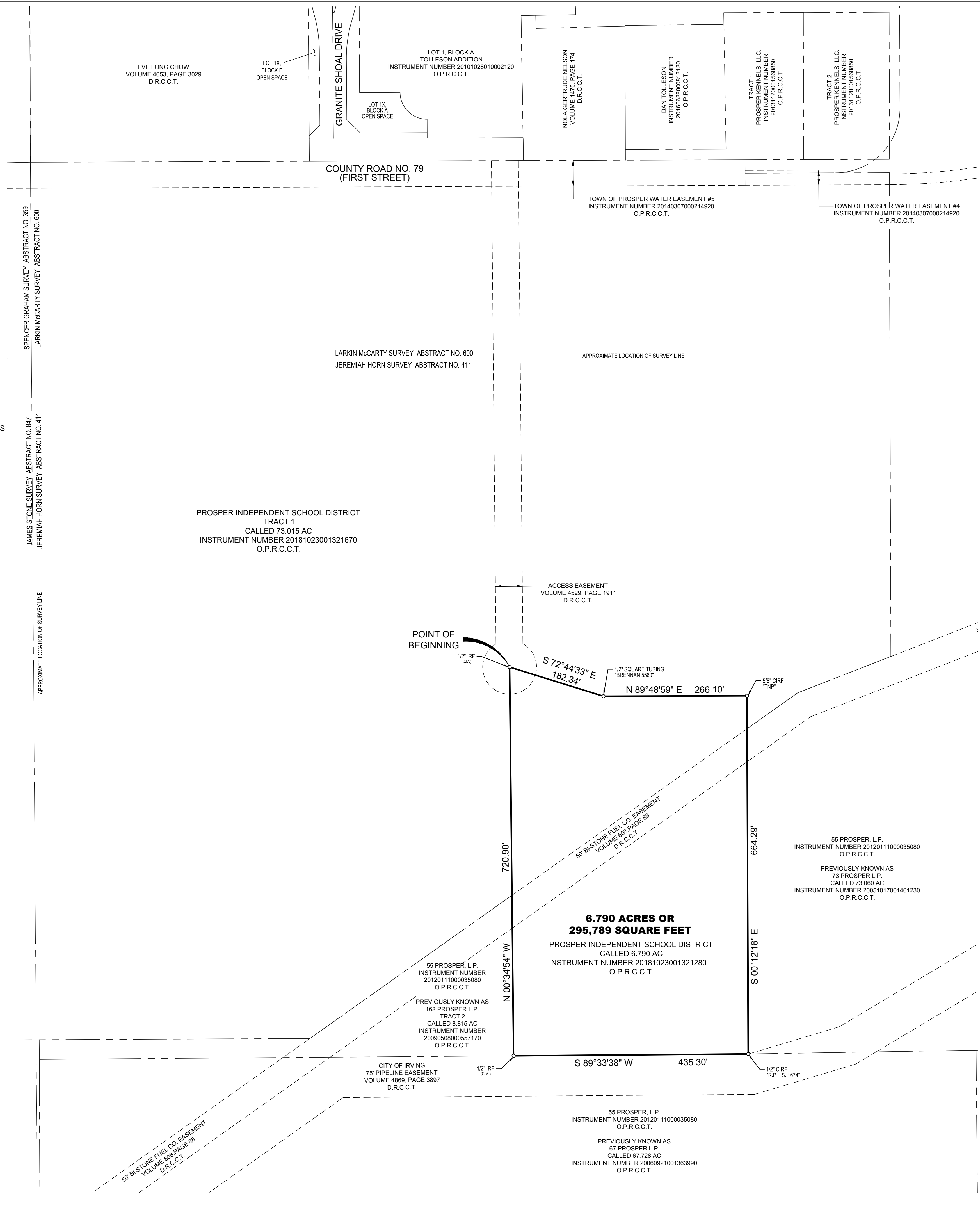
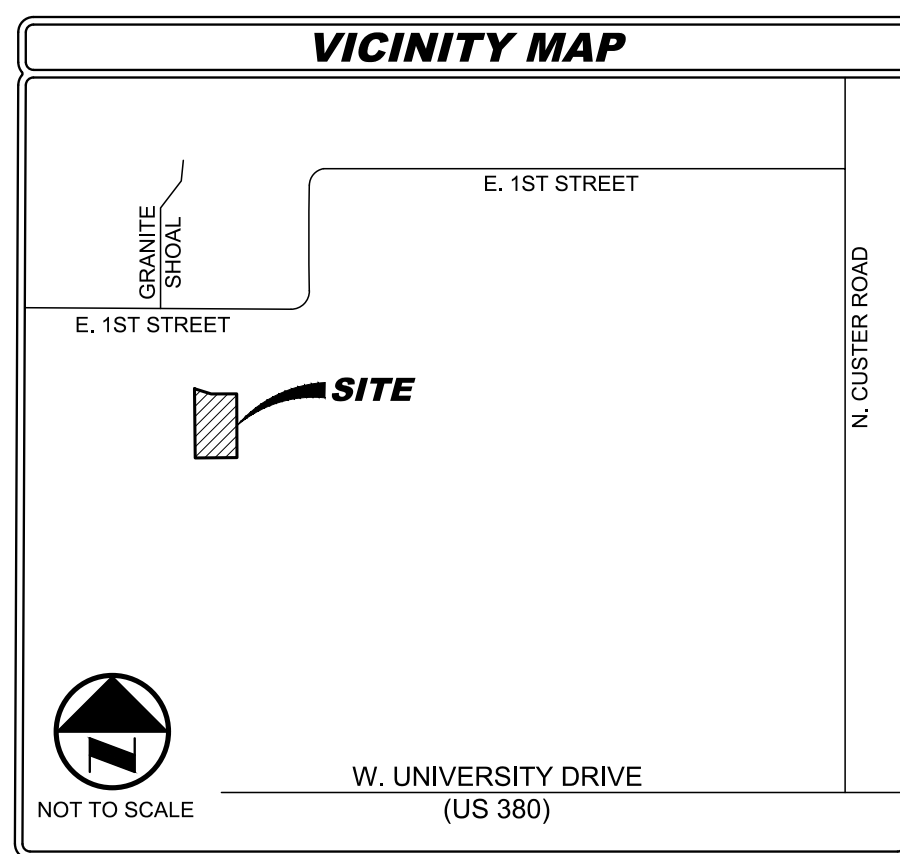


LEGEND

- (C.M.) - CONTROL MONUMENT
IRF - IRON ROD FOUND
CIRF - CAPPED IRON ROD FOUND
CIRS - CAPPED IRON ROD SET
R.O.W.-RIGHT-OF-WAY
OHE-OVERHEAD ELECTRIC
D.R.C.C.T. - DEED RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T. - OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS

BASIS OF BEARINGS:

Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202) Geodetic Bearing Established by GPS Measurements taken on the ground and computed by Online Positioning User Service (OPUS) offered by the National Geodetic Survey. All coordinates and distances shown are surface utilizing a combined scale factor of 1.000152723.



GENERAL NOTES:

- 1) The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
2) Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; Agreements; Lease Agreements; and ownership title evidence.
3) The survey abstract lines shown hereon are approximate and are not located on the ground.
4) No Improvements are shown.

DESCRIPTION OF PROPERTY SURVEYED

Being a 6.790 acre tract of land situated in the Jeremiah Horn Survey, Abstract Number 411, Collin County, Texas same being all of a tract of land to Prosper Independent School District as recorded in Instrument number 20181023001321280 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found for the northwest corner of said 6.790 acre tract said point also being an easterly inner ell corner of a 73.015 acre tract of Prosper Independent School District as recorded in Instrument number 20181023001321670 of the Official Public Records of Collin County, Texas;

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THENCE South 00 degrees 12 minutes 18 seconds East along the east line of said 6.790 acre tract with the remnants of an old Barbed Wire fence and Tree line, a distance of 664.29 feet to a 1/2 inch iron rod with cap stamped "R.P.L.S. 1674" found lying on the north line of a called 67.728 acre tract of land to 55 Prosper, L.P. by affidavit of Merger recorded in instrument Number 20120111000035080 of the Official Public Records of Collin County, Texas and previously known as 67 Prosper L.P. as recorded in Instrument Number 20060921001363990 of the Official Public Records of Collin County, Texas said point also being the southwest corner of a called 73.060 acre tract of land to 55 Prosper, L.P. by affidavit of Merger recorded in instrument Number 20120111000035080 of the Official Public Records of Collin County, Texas and previously known as 73 Prosper L.P. as recorded in Instrument Number 20051017001461230 of the Official Public Records of Collin County and the southeast corner of said 6.790 acre tract;

THENCE South 89 degrees 33 minutes 38 seconds West along the north line of said 67.728 acre tract and the south line of said 6.790 acre tract, a distance of 435.30 feet to a 1/2 inch iron rod found for the southwest corner of said 6.790 acre tract;

THENCE North 00 degrees 34 minutes 54 seconds West along the west line of said 6.790 acre tract, a distance of 720.90 feet to the POINT OF BEGINNING containing 295,789 square feet, or 6.790 acres of land.

SURVEYOR'S CERTIFICATE

I, Brian J. Maddox II, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this map from an actual on the ground survey of the land, and the monuments shown thereon were found under my personal supervision in accordance with the Surveying Rules and Regulations of the State of Texas.

Brian J. Maddox II
Registered Professional Land Surveyor No. 6659
August 02, 2019



EXHIBIT A
ANNEXATION EXHIBIT
6.790 ACRES
OR
295,789 SQUARE FEET

A TRACT OF LAND SITUATED IN THE
JEREMIAH HORN SURVEY, ABSTRACT NUMBER 411,
COLLIN COUNTY, TEXAS

BEING ALL OF A 6.790 ACRE TRACT OF LAND TO PROSPER INDEPENDENT
SCHOOL DISTRICT AS RECORDED IN INSTRUMENT NUMBER 20181023001321280
OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

OWNER
PROSPER INDEPENDENT
SCHOOL DISTRICT
605 East 7th Street
Prosper, Texas 75078
Contact: Dr. Drew Watkins
ph 469.219.2000

PROJECT INFORMATION
Project No.: HUC 19068
Date: August 02, 2019
Drawn By: JM
Scale: 1"=100'
Sheet 2 of 2



SURVEYOR
TEAGUE NALL AND PERKINS, INC.
825 Waters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
TBPLS Registration No. 10194381
www.tnpsc.com

SERVICE PLAN FOR ANNEXED AREA

ANNEXATION ORDINANCE NO. _____

DATE OF ANNEXATION ORDINANCE: October 8, 2019.

Municipal Services to the area of land depicted in Exhibit A shall be furnished by or on behalf of the Town of Prosper, Texas ("Town") at the following levels and in accordance with the following schedule:

A. POLICE PROTECTION:

Police personnel and equipment from the Prosper Police Department shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the Town, on the effective date of this Ordinance.

B. FIRE PROTECTION / EMERGENCY MEDICAL SERVICES:

Fire protection and Emergency Medical Services (EMS) from the Town shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the Town, on the effective date of this Ordinance.

C. FIRE PREVENTION / INVESTIGATION:

The services of the Town of Prosper Fire Department shall be provided to the area on the effective date of this Ordinance. The non-emergency services of fire prevention and fire investigation will be added to the list of services provided by the Prosper Fire Department.

D. SOLID WASTE COLLECTION:

Solid waste collection shall be provided to the area annexed upon request on the effective date of this Ordinance up to the second anniversary of the annexation. After that time, residents will be required to use the Town's solid waste collection company. The collection of refuse from individual properties shall be made in accordance with the Town's usual solid waste collection scheduling.

E. WATER SERVICE:

1. This area is currently serviced by the Town's water distribution system. Future expansion and extensions of the Town's Water Distribution System will provide better flow rates and line pressures, and is in accordance with applicable Town codes and policies.
2. Maintenance of private lines will be the responsibility of the owner or occupant.

F. SANITARY SEWER SERVICE:

1. The annexed area will be provided sanitary sewer service in accordance with applicable codes and departmental policy. When development occurs in adjacent areas, sanitary sewer service shall be provided in accordance with applicable Town codes and policies, including extensions of service.

2. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

G. ROADS AND STREETS / STREET LIGHTING:

1. Operation and maintenance of private streets in the annexed area will be the responsibility of the owner.
2. Operation and maintenance of public streets in the annexed area will be provided by the Town on the effective date of this Ordinance.
3. The Town will coordinate any request for improved street lighting with the local electric provider in accordance with Town policy.

H. PARKS AND RECREATION:

Residents within the area annexed may utilize all existing Town park and recreation facilities, on the effective date of this Ordinance. Fees for such usage shall be in accordance with current fees established by Town ordinance.

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

1. Enforcement of current environmental health ordinances and regulations, including, but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within this area on the effective date of the annexation.
2. Inspection services, including, but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with Town codes and ordinances will be provided on the effective date of the annexation.

J. MISCELLANEOUS:

Any publicly owned facility, building, or service located within the annexed area shall be maintained by the Town on the effective date of the annexation ordinance. All other applicable municipal services shall be provided to the annexation area in accordance with the Town's established policies governing extension of municipal services to newly annexed areas.

PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 24, 2019

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request to rezone 0.2± acres from Downtown Office (DTO) to Planned Development-Downtown Office (PD-DTO), located on the northeast corner of Church Street and Second Street, to allow for the development of an Assisted Living Facility. (Z19-0013).

Description of Agenda Item:

The zoning and land use of the surrounding properties are as follows:

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Downtown Office	Single Family Residence	Old Town-Office
North	Downtown Office and Specific Use Permit-3	Prosper United Methodist Church	Old Town-Office
East	Single Family-15	Single Family Residence	Old Town-Office
South	Downtown Office	Town Park and Recreation Center	Old Town-Office
West	Single Family-15	Single Family Residence	Old Town-Single Family

Requested Zoning – The purpose of this request is to rezone 0.2± acres to allow for development of an assisted living facility. The project consists of a proposed one-story, 5,467

square-foot building, containing fourteen (14) beds. There will be a maximum of three (3) employees. The applicant is proposing to construct a total of ten (10) parking spaces; four (4) which will be located on-site and six (6) which will be located on-street and available to the public, as well as assisted living clientele. The parking has been designed to meet the Town standards, and will allow for a shared driveway off of Second Street when the property adjacent to the east redevelops as Downtown Office in the future.

As outlined in Exhibit C, the applicant is proposing modifications to the base Downtown Office (DTO) district, as outlined below:

- *Setbacks* – The Zoning Ordinance requires a twenty-five-foot (25') front yard building setback along Church Street and a fifteen-foot (15') side yard at corner along Second Street. As shown on Exhibit D, the applicant is proposing a five-foot (5') front yard setback along Church Street and a ten-foot (10') side yard at corner along Second Street. The Zoning Ordinance also requires a fifteen-foot (15') landscape setback along Church Street and Second Street. The applicant is proposing a five-foot (5') landscape setback along Church Street and a ten-foot (10') landscape setback along Second Street. The applicant has requested the reduction to building and landscape setbacks in order to accommodate the size of the facility, in addition to providing off-street parking. The reduction to the setbacks along Church Street allows for the parking to be located in the rear (east side) of the property, and creates a more appropriate downtown streetscape along Church Street.
- *Landscaping* – The Zoning Ordinance requires perimeter landscaping in the Downtown Office (DTO) District, which consists of a combination of small and large trees. As shown on Exhibit G, the applicant is proposing a modification to the landscape requirements by allowing for a relocation of the trees and a reallocation of tree types. Specifically, the applicant is proposing to relocate the majority of the required trees along the adjacent streets, as opposed to along the rear and side yards. The applicant is also proposing to modify the requirement for small and large trees by providing four (4) additional small trees and allowing for two (2) fewer large trees than required by ordinance. It should be noted that the Fire Department requires a clearance zone of ten feet (10') surrounding buildings for emergency access. In this instance, given the size and configuration of the building, the clearance zone prohibits landscaping on the north side of the building.

As shown on Exhibit F, the proposed building will be constructed primarily of cementitious fiber board and stone, as is permitted in the Zoning Ordinance in the Downtown Office (DTO) District. In response to House Bill 2439, which went into effect on September 1, 2019, and does not allow municipalities to regulate permitted masonry materials with zoning, and in conjunction with a Development Agreement related to right-of-way and easement dedication, the applicant is proposing to construct the proposed building in accordance with Exhibit F.

Future Land Use Plan – The Future Land Use Plan recommends Old Town – Office. The proposed zoning request conforms to the Future Land Use Plan.

Thoroughfare Plan – The property does not have direct access to any roads identified on the Thoroughfare Plan.

Parks Master Plan – The Parks Master Plan does not indicate a park or hike and bike trail is needed on the subject property.

Legal Obligations and Review:

Notification was provided to neighboring property owners, as required by state law. Town staff has received one (1) Public Hearing Notice Reply Form; not in opposition to the request.

Attached Documents:

1. Location and Zoning Maps
2. Proposed Exhibits A, B, C, D, E, F, and G
3. Public Hearing Notice Reply Form

Planning & Zoning Commission Recommendation:

At their September 3, 2019 meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 6-0.

Town Staff Recommendation:

Staff recommends the Town Council approve the request, subject to:

1. Approval of a Development Agreement by Town Council, including building elevations consistent with proposed Exhibit F.

Proposed Motion:

I move to approve the request to rezone 0.2± acres from Downtown Office (DTO) to Planned Development-Downtown Office (PD-DTO), located on the northeast corner of Church Street and Second Street, subject to:

1. Approval of a Development Agreement by Town Council, including building elevations consistent with proposed Exhibit F.

THIRD ST

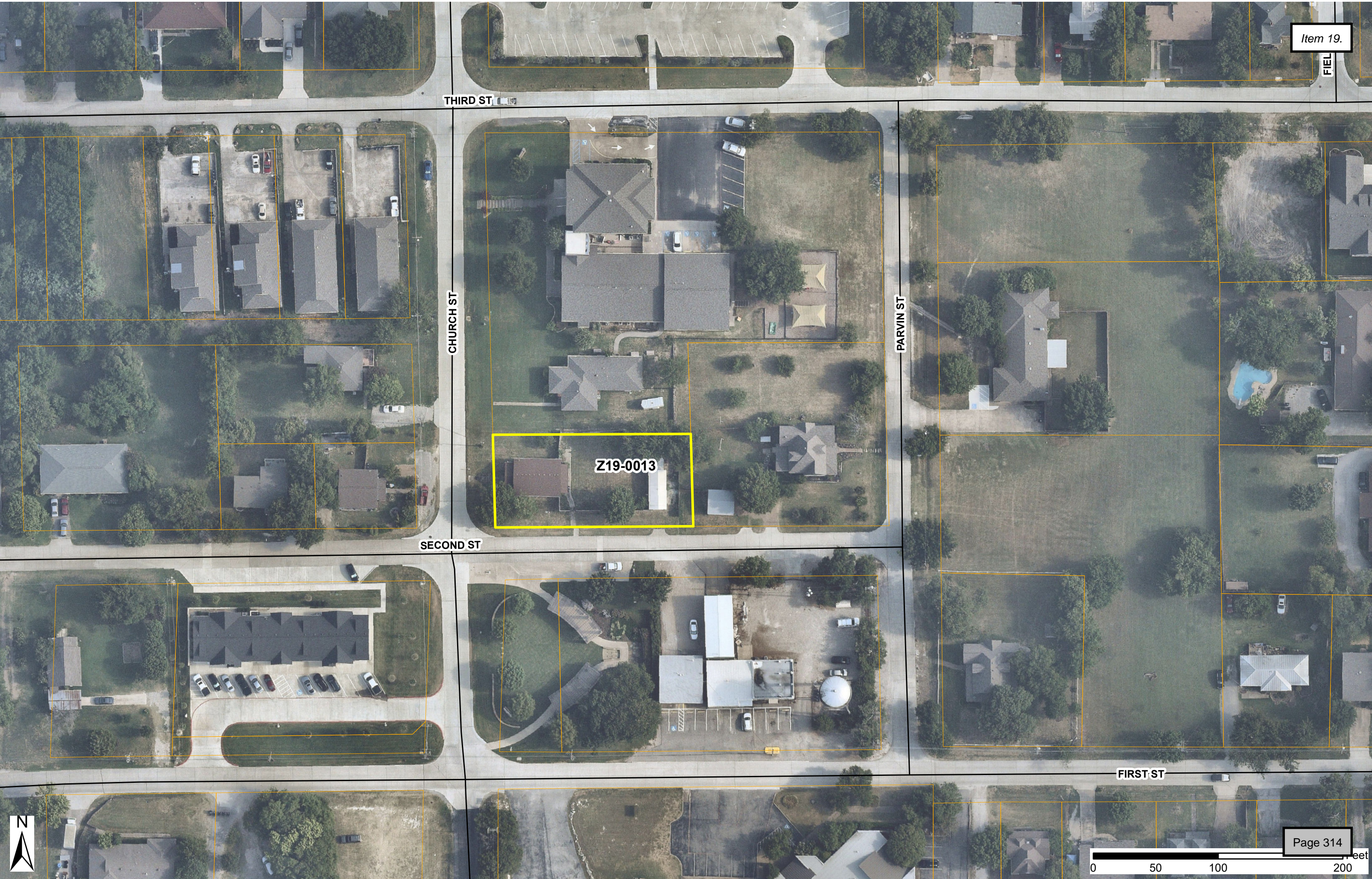
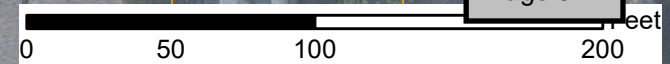
CHURCH ST

PARVIN ST

SECOND ST

FIRST ST

Z19-0013



DTSF

DTO

FIELD

THIRD ST

DTSF PD-81

DTO

S-3

CHURCH ST

PARVIN ST

SF-15

SF-15

Z19-0013

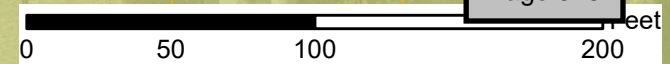
SECOND ST

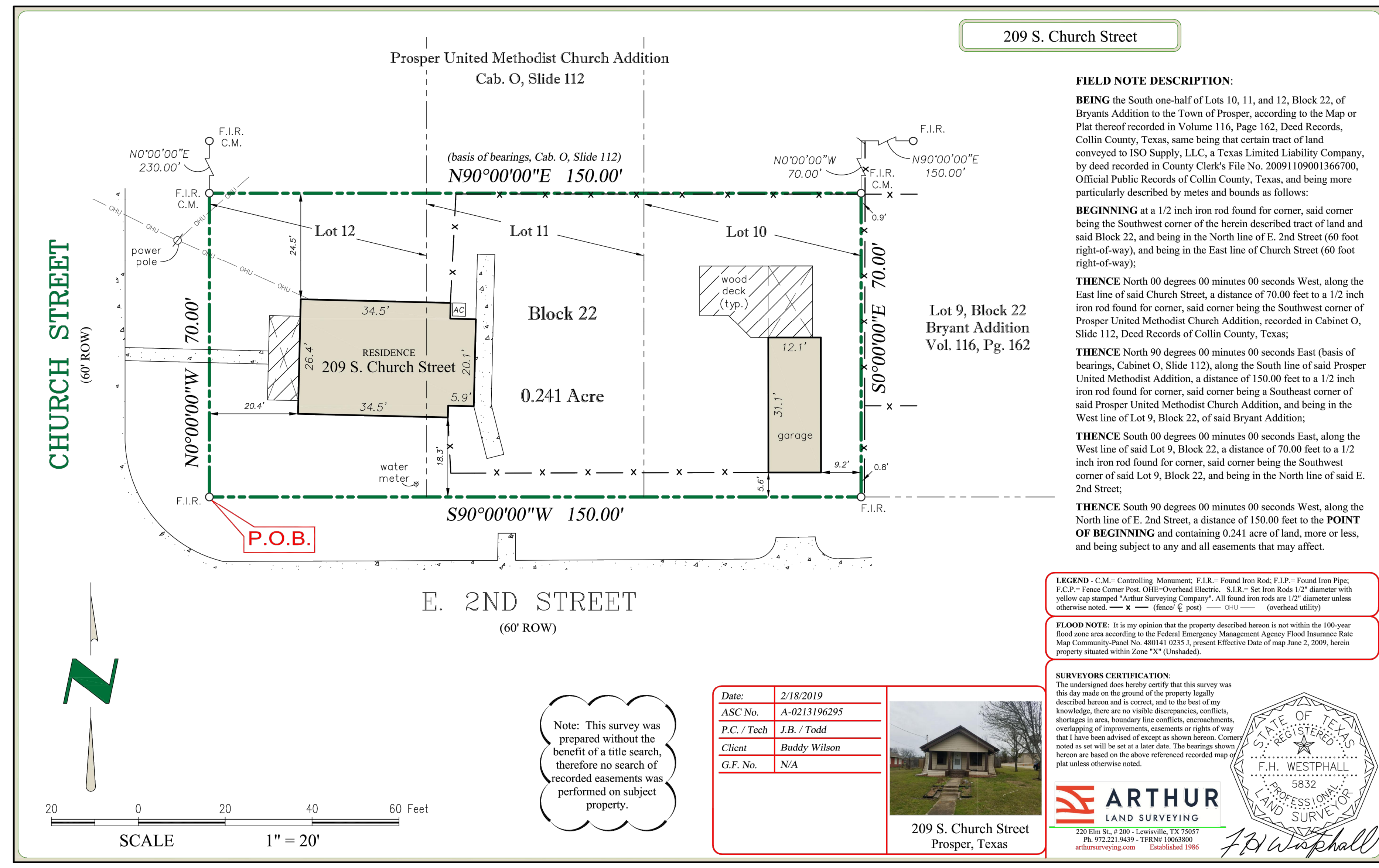
DTO

DTO

DTO

FIRST ST





FIELD NOTE DESCRIPTION:
BEING the South one-half of Lots 10, 11, and 12, Block 22, of Bryants Addition to the Town of Prosper, according to the Map or Plat thereof recorded in Volume 116, Page 162, Deed Records, Collin County, Texas, same being that certain tract of land conveyed to ISO Supply, LLC, a Texas Limited Liability Company, by deed recorded in County Clerk's File No. 20091109001366700, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:
BEGINNING at a 1/2 inch iron rod found for corner, said corner being the Southwest corner of the herein described tract of land and said Block 22, and being in the North line of E. 2nd Street (60 foot right-of-way), and being in the East line of Church Street (60 foot right-of-way);
THENCE North 00 degrees 00 minutes 00 seconds West, along the East line of said Church Street, a distance of 70.00 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of Prosper United Methodist Church Addition, recorded in Cabinet O, Slide 112, Deed Records of Collin County, Texas;
THENCE North 90 degrees 00 minutes 00 seconds East (basis of bearings, Cabinet O, Slide 112), along the South line of said Prosper United Methodist Addition, a distance of 150.00 feet to a 1/2 inch iron rod found for corner, said corner being a Southeast corner of said Prosper United Methodist Church Addition, and being in the West line of Lot 9, Block 22, of said Bryant Addition;
THENCE South 00 degrees 00 minutes 00 seconds East, along the West line of said Lot 9, Block 22, a distance of 70.00 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of said Lot 9, Block 22, and being in the North line of said E. 2nd Street;
THENCE South 90 degrees 00 minutes 00 seconds West, along the North line of E. 2nd Street, a distance of 150.00 feet to the **POINT OF BEGINNING** and containing 0.241 acre of land, more or less, and being subject to any and all easements that may affect.

LEGEND: C.M. - Controlling Monument; F.I.R. - Found Iron Rod; F.I.P. - Found Iron Pipe; F.C.P. - Fence Corner Post; O.H.U. - Overhead Electric; S.I.R. - Set Iron Rods 1/2" diameter with yellow cap stamped "Arthur Surveying Company". All found iron rods are 1/2" diameter unless otherwise noted. — x — (fence/ post) — O.H.U. — (overhead utility)

FLOOD NOTE: It is my opinion that the property described herein is not within the 100-year flood zone area according to the Federal Emergency Management Agency Flood Insurance Rate Map Community Panel No. 480141 0251, present Effective Date of map June 2, 2009, herein property situated within Zone "X" (Unshaded).

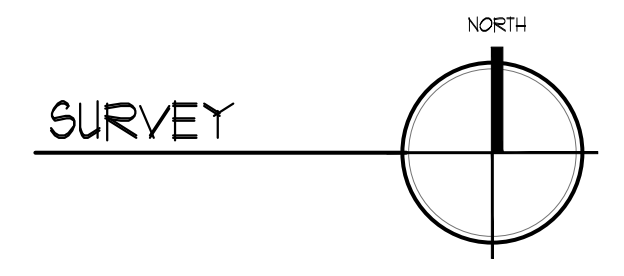
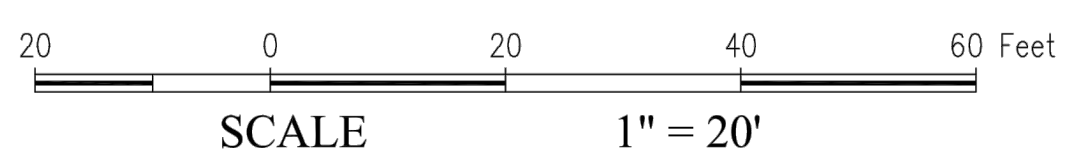
SURVEYORS CERTIFICATION:
 The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and to the best of my knowledge, there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights of way that have been advised of except as shown hereon. Corners noted as set will be set at a later date. The bearings shown hereon are based on the above referenced recorded map or plat unless otherwise noted.

Date:	2/18/2019
ASC No.:	A-0213196295
P.C. / Tech:	J.B. / Todd
Client:	Buddy Wilson
G.F. No.:	N/A

209 S. Church Street
Prosper, Texas

ARTHUR LAND SURVEYING
 220 Elm St., # 200 - Lewisville, TX 75077
 Ph. 972.221.9439 - TERN# 10663800
 arthursurveying.com Established 1996

Note: This survey was prepared without the benefit of a title search, therefore no search of recorded easements was performed on subject property.



SURROUNDING PROPERTIES
 SCALE - 1" = 75'-0"

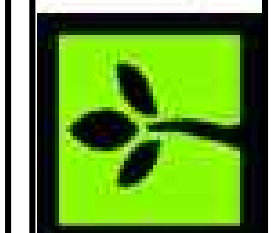
219-0013
 Abstract Info: Bryant Addition-Block 9, Lot 22
 Abstract No. A-0213196295
 Lot Size .241 Acres
 Date: August 1, 2019

Owner: Buddy Wilson
 214-876-7224

Application: Trinity Group International
 972-294-4944

Surveyor: Arthur Land Surveying
 220 Elm St., #220 Little Elm, TX
 972-221-9439

TRINITY GROUP INTERNATIONAL



Church Street Assisted Living
 209 Church Street
 Prosper, Texas



Trinity Group International

20157 Fiddlers Green Rd. Frisco, Texas 75036

Z19-0013

EXHIBIT B

STATEMENT OF INTENT AND PURPOSE

New construction is intended to be of a high quality and above average aesthetic curb appeal with premium finishes and products, a luxury boutique lifestyle Senior Assisted Living building compatible with current downtown/district zoning and surrounding uses. The project will serve as a live-in facility to serve and enhance the quality of life for Prosper residents and other persons in/or relocating to the Dallas- Fort Worth Metroplex allowing residents to age in place, keeping them close to the families and town they love. This is a private pay, luxury full-service facility, and will be unique in the prosper market segment and immediate surrounding areas, filling a need not currently met but in demand.

Z19-0013**EXHIBIT "C"****DEVELOPMENT STANDARDS**

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20), as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply.

1. Except as noted below, the Tract shall continue to be used in accordance with the Downtown Office (DTO) District, as it exists or may be amended.
2. Development Plans
 - A. Conceptual Site Plan: The tract shall continue to be used in general accordance with the attached concept plan, set forth in Exhibit D.
 - B. Building Elevations: The tract shall continue to be used in general accordance with the attached façade plans, set forth in Exhibit F.
 - C. Landscape Plan: The tract shall continue to be used in general accordance with the attached landscape plan, set forth in Exhibit G.
3. Uses. Uses shall be permitted in accordance with the Downtown Office (DTO) District with the exception of the following:
 - A. Assisted Care or Living Facility shall be permitted on the subject property.
4. Regulations:
 - A. Size of Yards:
 1. Minimum Front Yard – Five (5) feet.
 2. Minimum Side Yard – Five (5) feet; ten (10) feet on corner adjacent to side street.
 - B. Landscape Setbacks:
 1. Minimum Front Yard – Five (5) feet.
 2. Minimum Side Yard – Five (5) feet; ten (10) feet on corner adjacent to side street.
5. Landscaping: Required perimeter landscaping shall be permitted to be located, either within the required landscape setbacks, or otherwise on the subject property where no other conflict exists.

TOWN OF PROSPER SITE PLAN NOTES:

1. DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE OF ZONING ORDINANCE
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH ZONING ORDINANCE.
3. OUTDOOR LIGHTING SHALL COMPLY WITH LIGHTING AND GLARE STANDARDS CONTAINED WITHIN ZONING ORDINANCE AND SUBDIVISION REGULATION ORDINANCE.
4. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY TOWN.
5. ALL ELEVATIONS SHALL COMPLY WITH STANDARDS CONTAINED WITH THE ZONING ORDINANCE.
6. BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
8. TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
9. SPEED BUMPS / HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
10. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED UNIFORM BUILDING CODE.
11. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
12. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
13. ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
14. SIDEWALKS OF NOT LESS THAN SIX (6') FEET IN WIDTH ALONG THE THOROUGHFARES AND FIVE (5') FEET IN WIDTH ALONG COLLECTORS AND RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
15. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE TOWN ENGINEER.
16. SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
17. ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
18. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.
19. LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
20. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE, HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME CO AND/OR FINISH OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT 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 FOR THE PROPERTY IS NULL AND VOID.

SITE INFORMATION

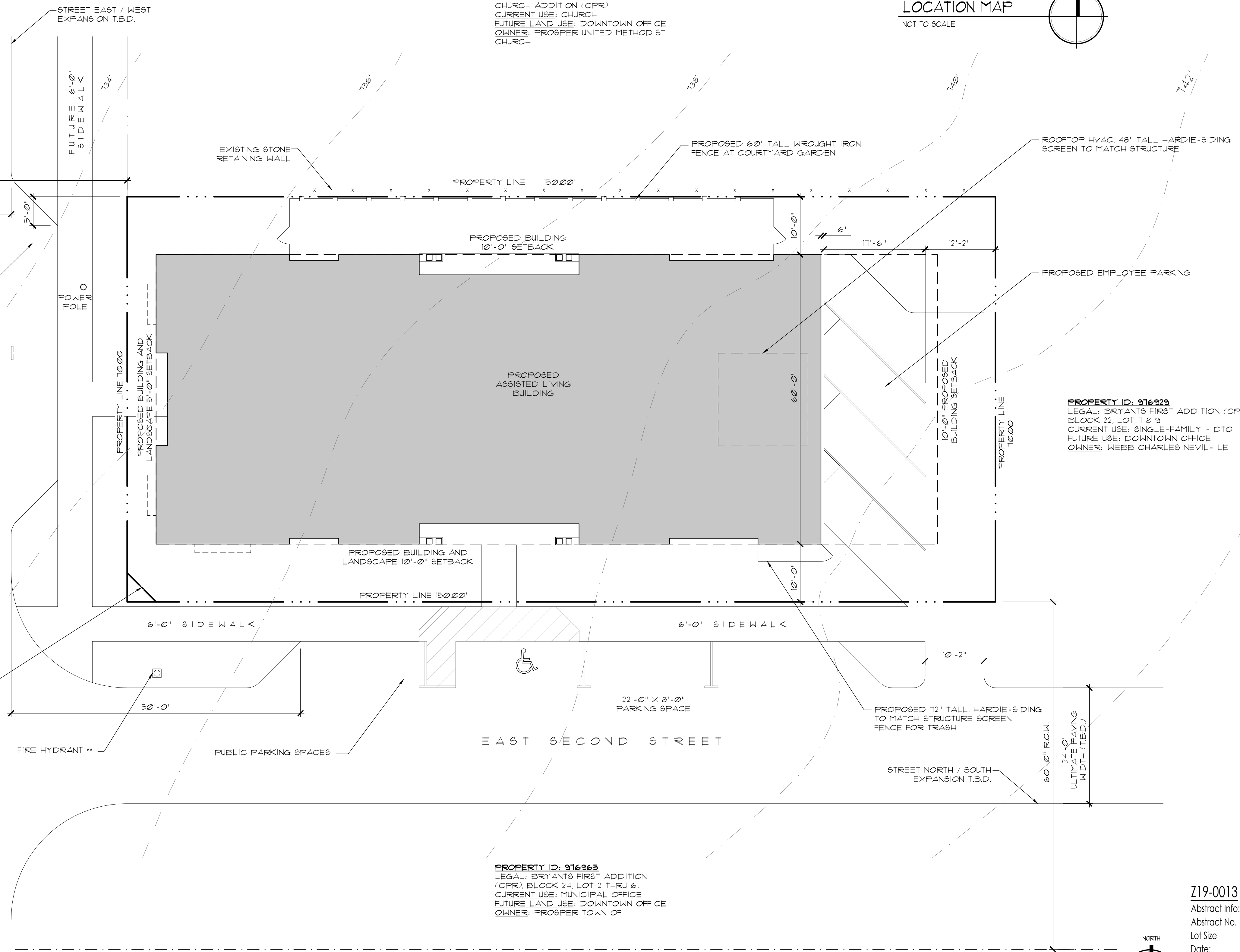
ZONING	DOWNTOWN OFFICE
PROPOSED USE	ASSISTED LIVING
LOT AREA	10,500 SF.
BUILDING AREA	9,461 SF.
BUILDING HEIGHT	33'-10"
LOT COVERAGE	92.01%
FLOOR AREA RATIO	92:1
PARKING REQUIRED	4
PARKING PROVIDED	10
TOTAL IMPERVIOUS SURFACE	1,111 SF. (10.51%)
REQUIRED OPEN SPACE	1%
PROVIDED OPEN SPACE	1,492 SF. (14.21%)
PROVIDED LANDSCAPE AREA	1,110 SF. (10.56%)



LOCATION MAP
NOT TO SCALE

PROPERTY ID: 257124
LEGAL: PROSPER UNITED METHODIST CHURCH ADDITION (CPR)
CURRENT USE: CHURCH
FUTURE LAND USE: DOWNTOWN OFFICE
OWNER: PROSPER UNITED METHODIST CHURCH

PROPERTY ID: 916929
LEGAL: BRYANT'S FIRST ADDITION (CPR)
BLOCK 22, LOT 1 & 9
CURRENT USE: SINGLE-FAMILY - DTO
FUTURE USE: DOWNTOWN OFFICE
OWNER: WEBB CHARLES NEVIL - LE



PROPERTY ID: 916965
LEGAL: BRYANT'S FIRST ADDITION (CPR) BLOCK 24, LOT 2 THRU 6
CURRENT USE: MUNICIPAL OFFICE
FUTURE LAND USE: DOWNTOWN OFFICE
OWNER: PROSPER TOWN OF

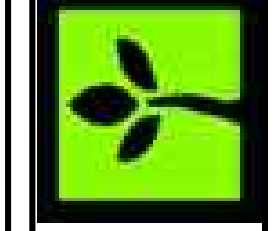
NOTES:

- NO 100-YEAR FLOODPLAIN EXISTS
- THE THOROUGHFARE ALIGNMENT(S) AS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
- ** TO BE DETERMINED

PROPOSED SITE PLAN
SCALE - 1" = 10'-0"

19-0013

Abstract Info:	Bryant Addition-Block 9, Lot 22
Abstract No.	A-0213196295
Lot Size	.241 Acres
Date	August 1, 2019
Owner:	Buddy Wilson 214-876-7224
Application:	Trinity Group International 972-294-4944
Surveyor:	Arthur Land Surveying 220 Elm St. #220 Little Elm, TX 972-221-9439





Trinity Group International

20157 Fiddlers Green Rd. Frisco, Texas 75036

Z19-0013

EXHIBIT E

DEVELOPMENT SCHEDULE

It is anticipated that construction of the 209 Church St. Luxury Senior Assisted Living building will begin Fall/Winter 2019, pending zoning, permitting and approval. Construction timeline will be approximately 8 months, with a construction schedule of 6 months from set of foundation. All construction related activities will occur onsite with professional and experienced daily onsite supervision and project management.



SOUTHWEST ELEVATION



NORTHWEST ELEVATION



SOUTHEAST ELEVATION



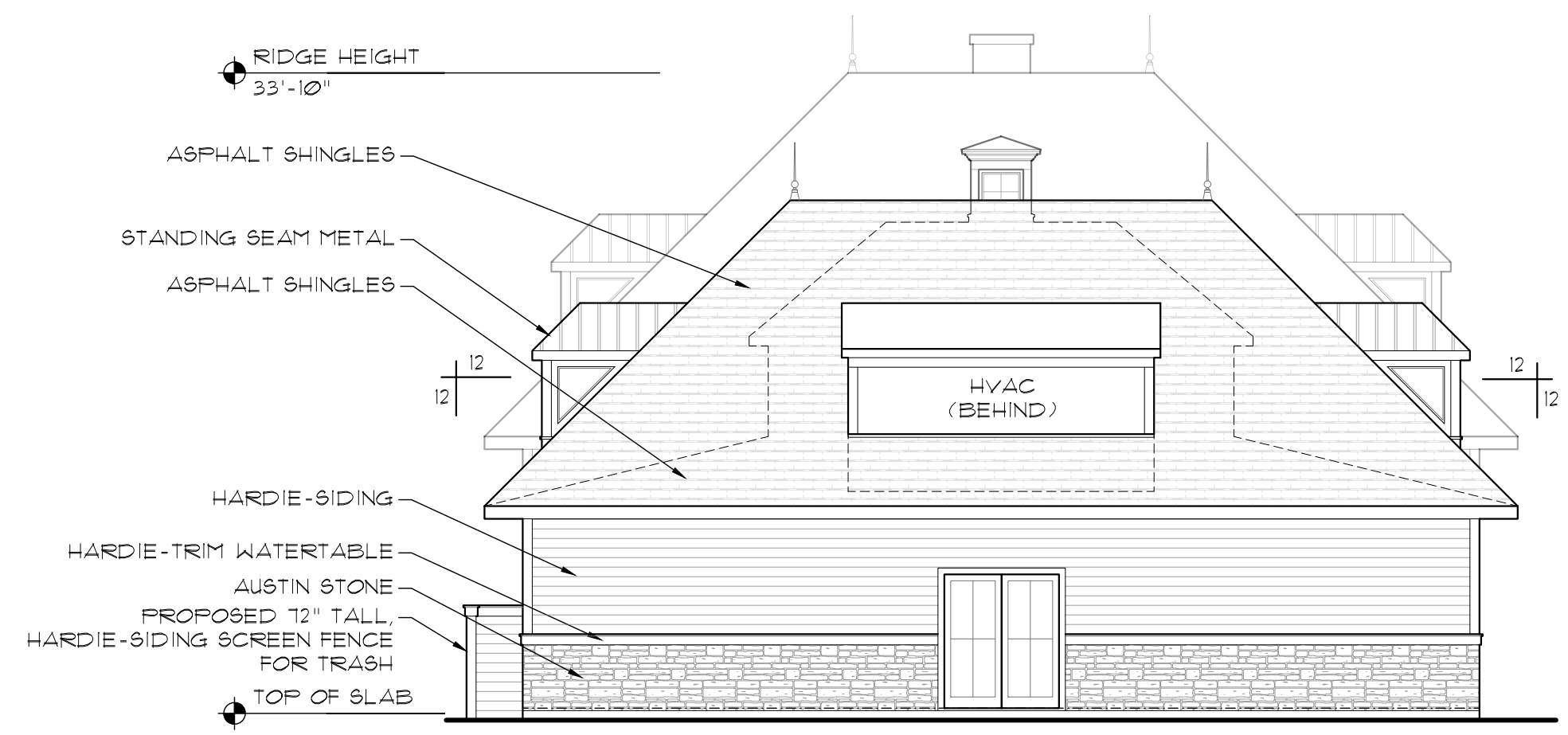
SOUTHWEST ELEVATION



NORTHWEST ELEVATION



SOUTHEAST ELEVATION



PROPOSED EAST ELEVATION
SCALE - 1/8" = 1'-0"



PROPOSED NORTH ELEVATION
SCALE - 1/8" = 1'-0"



PROPOSED WEST ELEVATION
SCALE - 1/8" = 1'-0"



PROPOSED SOUTH ELEVATION
SCALE - 1/8" = 1'-0"

EXTERIOR MATERIALS SUMMARY

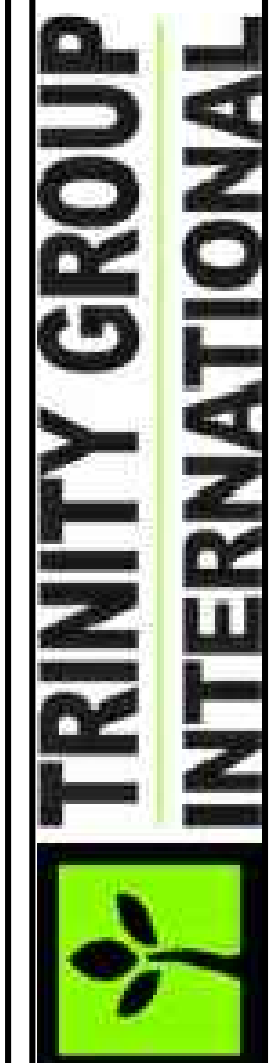
Direction	Overall	Glazing	Net	Siding	Stone
SOUTH	1264 S.F.	426 S.F.	888 S.F.	771 S.F. (86.82%)	117 S.F. (13.18%)
WEST	916 S.F.	234 S.F.	682 S.F.	578 S.F. (84.75%)	104 S.F. (15.25%)
NORTH	1264 S.F.	426 S.F.	838 S.F.	712 S.F. (84.86%)	127 S.F. (15.14%)
EAST	500 S.F.	48 S.F.	452 S.F.	304 S.F. (67.26%)	148 S.F. (32.74%)

FINISH INFORMATION

- HARDIE SIDING: S.W. AGREEABLE GRAY
- TRIM: S.W. WHITE
- STONE: AUSTIN STONE
- ROOFING: DIMENSIONAL ASPHALT SHINGLE, STANDING SEAM METAL

Z19-0013

Abstract Info: Bryant Addition-Block 9, Lot 22
 Abstract No. A-0213196295
 Lot Size .241 Acres
 Date: August 1, 2019
 Owner: Buddy Wilson
 214-876-7224
 Application: Trinity Group International
 972-294-4944
 Surveyor: Arthur Land Surveying
 220 Elm St. #220 Little Elm, TX
 972-221-9439

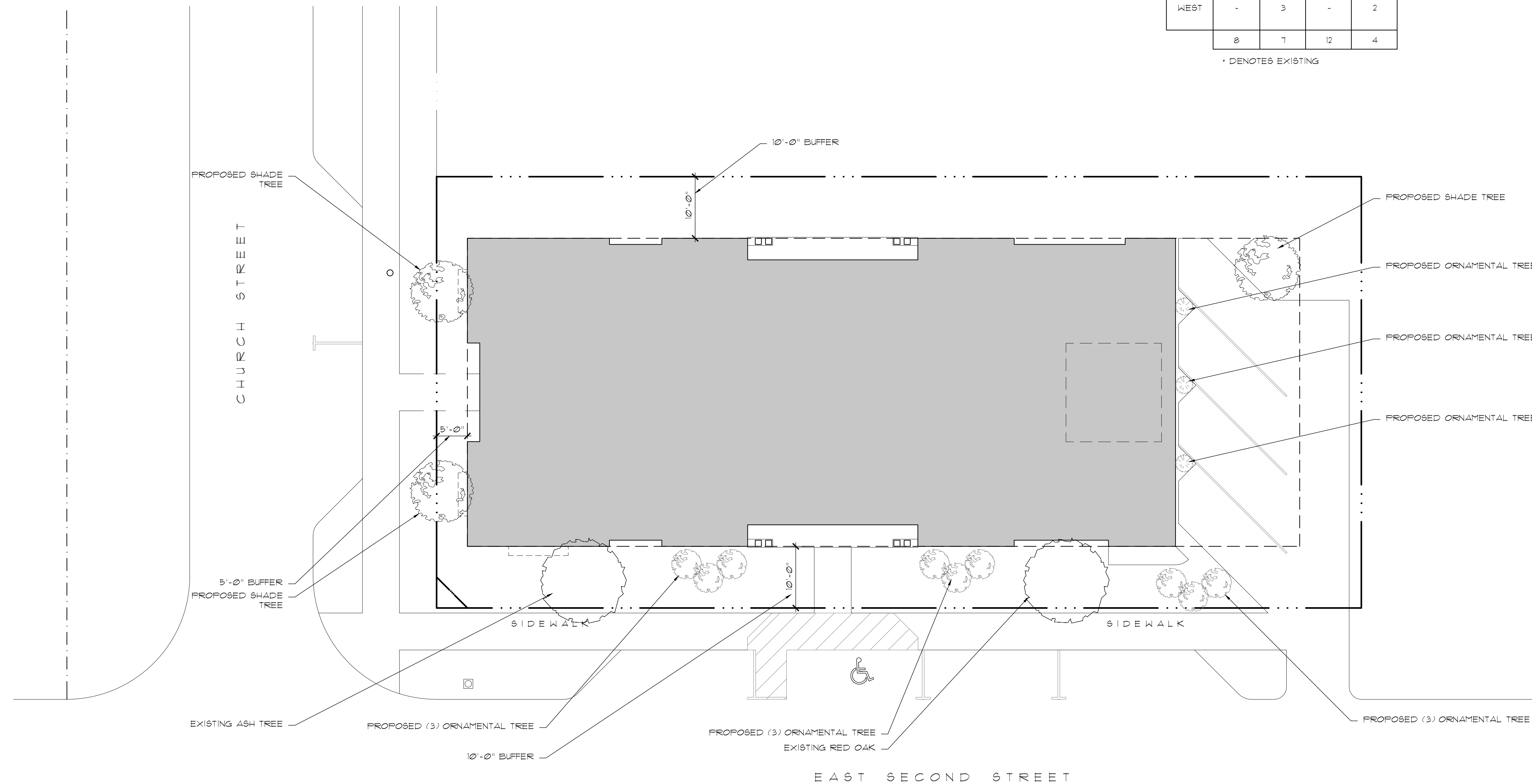


Church Street Assisted Living
 209 Church Street
 Prosper, Texas

PERIMETER LANDSCAPING CALCULATIONS
(TREE REQUIREMENTS)

	REQUIRED		PROVIDED	
	SMALL	LARGE	SMALL	LARGE
NORTH	5	-	-	-
EAST	3	-	3	1
SOUTH	-	4	9	2*
WEST	-	3	-	2
	8	7	12	4

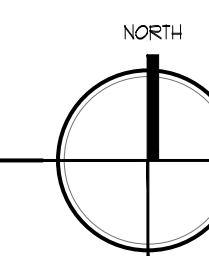
* DENOTES EXISTING



NOTES:

- NO 100-YEAR FLOODPLAIN EXISTS
- THE THOROUGHFARE ALIGNMENT(S) AS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAN.
- TWO EXISTING PROTECTED TREES INCLUDING ONE RED OAK TREE AND ONE ASH TREE WILL BE PRESERVED OR REPLACED IN KIND.

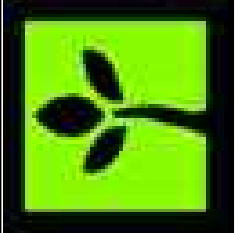
PROPOSED LANDSCAPE PLAN
SCALE 1" = 10'-0"



Z19-0013

Abstract Info: Bryant Addition-Block 9, Lot 22
 Abstract No. A-0213196295
 Lot Size .241 Acres
 Date: August 1, 2019

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 972-294-4944
 Surveyor: Arthur Land Surveying
 220 Elm St. #220 Little Elm, TX
 972-221-9439





**DEVELOPMENT SERVICES
DEPARTMENT**
200 S. Main Street
Prosper, TX 75078
Phone: 972-346-3502

REPLY FORM

SUBJECT:

Zoning Case Z19-0013: The Town of Prosper has received a request to rezone 0.2± acres from Downtown Office (DTO) to Planned Development-Downtown Office (PD-DTO), to allow for the development of an Assisted Living Facility.

LOCATION OF SUBJECT PROPERTY:

The property is located on the northeast corner of Church Street and Second Street.

I **OPPOSE** the request as described in the notice of Public Hearing. If in opposition, please provide a reason for opposition.

I **DO NOT OPPOSE** the request as described in the notice of Public Hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

H-R Farris
Name (please print)

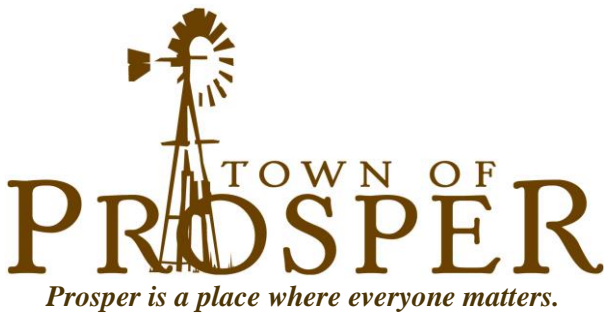
[Signature]
Signature

Box 457
Address

8-31-19
Date

Sunny, TX 79086
City, State, and Zip Code

Roussen Farris 170@Gmail.com
E-mail Address



To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 24, 2019

Agenda Item:

Consider and act upon a resolution of the Town Council of the Town of Prosper, Texas, accepting grant award from the U.S. Department of Homeland Security for funding under the 2018 staffing for adequate fire and emergency response (SAFER) grant program to create six (6) new, paid, full time, firefighter positions FY20-FY22

Description of Agenda Item:

FY18 FEMA SAFER grant provided funding for 6 new firefighters FY20-22 which will provide funding directly to our fire department to increase the number of firefighters.

Performance period will be 36 months and start October 12, 2019 with quarterly reporting required. Reimbursement will be made after the quarterly reporting is approved by FEMA.

The following chart represents federal-local cost sharing per year.

Fiscal year 2020	Fiscal year 2021	Fiscal year 2022	Totals: FY20-FY22
Federal Share-75%	Federal Share-75%	Federal Share-35%	Federal
\$372,672.00	\$372,672.00	\$173,913.60	\$919,257.60
Local Share	Local Share	Local Share	Local
\$124,224.00	\$124,224.00	\$322,982.40	\$571,430.04

Attached Documents:

1. FEMA Award Letter
2. Resolution

Town Staff Recommendation:

Town staff recommends that the Town Council accept the FEMA SAFER grant award for Fiscal Year 2020-2022.

Proposed Motion:

I move to accept the FEMA SAFER grant award for FY 2020-2022.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 19-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ACCEPTING GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR GRANT FUNDING UNDER THE 2016 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM TO CREATE SIX (6) NEW, PAID, FULL TIME, FIREFIGHTER POSITIONS; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Prosper Fire Department has requested to create six (6) full-time staffed firefighter positions to provide greater services to the residents of the Town of Prosper; and

WHEREAS, as a consequence, the Town applied for grant funding under the SAFER (Staffing for Adequate Fire and Emergency Response) Grant Program of the U.S. Department of Homeland Security; and

WHEREAS, on September 13, 2019, the Town was notified that it has received its requested SAFER grant funding from the U.S. Department of Homeland Security; and

WHEREAS, the Town Council wishes to authorize the Town Manager to accept such grant funding and to execute all necessary documentation related to the SAFER grant funding; and

WHEREAS, the Town Council further has determined that this is in the best interests of the Town and its residents.

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

SECTION 1

All of the above premises are found to be true and correct legislative determinations of the Town of Prosper, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2

The Town Manager of the Town of Prosper, Texas, is hereby authorized to accept and execute any and all necessary documentation associated with SAFER grant funding from the U.S. Department of Homeland Security, and to take all necessary actions related thereto.

SECTION 3

This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 24TH DAY OF SEPTEMBER, 2019.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Kent Bauer
Prosper, Town of
PO Box 307
Prosper, TX 75078



EMW-2018-FH-00394

Dear Kent Bauer,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$919,257.60 in Federal funding.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2018 SAFER Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "Bridget Bean". The signature is fluid and cursive, with a long horizontal flourish at the end.

Bridget Bean
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2018 Staffing for Adequate Fire and Emergency Response

Recipient: Prosper, Town of

DUNS number: 051326353

Award number: EMW-2018-FH-00394

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Staffing for Adequate Fire and Emergency Response (SAFER) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following is the approved budget for this award (including Federal share plus your cost share, if applicable) and summarizes the financial aspects of the grant:

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$372,522.00	\$372,522.00	\$372,522.00	\$1,117,566.00
Fringe benefits	\$124,374.00	\$124,374.00	\$124,374.00	\$373,122.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$372,672.00	\$372,672.00	\$173,913.60	\$919,257.60
Non-federal	\$124,224.00	\$124,224.00	\$322,982.40	\$571,430.40
Total	\$496,896.00	\$496,896.00	\$496,896.00	\$1,490,688.00

2 C.F.R. § 200.308 identifies the limits to the changes that can be made and when prior approval is required from FEMA, but this provision does not apply to the breakdown by year. If you have questions about which changes require FEMA’s prior approval, please contact your Grants Management Specialist.

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA’s prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 SAFER NOFO.

Approved request details:

Hiring of Firefighters

Firefighter Position

BENEFITS FUNDED

The annual salary and benefits breakdown for first-year Prosper Fire Department Firefighters is as follows: Salary: \$62,087 FICA : SSA: \$3,879 FICA : MEDICARE: \$907 TWC Tax (SUTA Expense): \$162 Health Insurance: \$6,024 Dental Insurance: \$396 Life Insurance: \$38 Accidental Death and Dismemberment Insurance: \$9 Workers Comp: \$130 Texas Municipal Retirement System (TMRS): \$8,465 Long-Term Disability (LTD): \$119 Wellness Benefit: \$600

NUMBER OF FIREFIGHTERS	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
6	\$62,087.00	\$20,729.00	\$82,816.00
3 YEAR TOTAL	\$1,490,688.00		

Agreement Articles

Program: Fiscal Year 2018 Staffing for Adequate Fire and Emergency Response

Recipient: Prosper, Town of

DUNS number: 051326353

Award number: EMW-2018-FH-00394

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Article 9	Civil Rights Act of 1968
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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article 17 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.

- Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
 Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited> and additional resources on <http://www.lep.gov>.
- Article 22 Lobbying Prohibitions**
 Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 23 National Environmental Policy Act**
 Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
 It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 25 Non-supplanting Requirement**
 Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- Article 26 Notice of Funding Opportunity Requirements**
 All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2018-FH-00394	2. Amendment No. N/A	3. Recipient No. 75-6000642	4. Type of Action AWARD	5. Control No. WX02684N2019T		
6. Recipient Name and Address Prosper, Town of 200 S Main St Prosper, TX 75078		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Shaw Eft	9a. Phone No. 972-347-2424	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program		10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 09/10/2019	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 03/08/2020 to 03/07/2023 Budget Period 03/08/2020 to 03/07/2023		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SAFER	97.083	2019-F8-GF01 - P431-xxxx-4101-D	\$0.00	\$919,257.60	\$919,257.60	\$571,430.40
Totals			\$0.00	\$919,257.60	\$919,257.60	\$571,430.40
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Bridget Bean, Acting Assistant Administrator Grant Programs Directorate	09/10/2019



ADMINISTRATION

To: Mayor and Town Council
From: Chuck Springer, Executive Director of Administrative Services
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 24, 2019

Agenda Item:

Discussion of Amendments to the FY 2019-2020 Adopted Budget.

Description of Agenda Item:

Town staff will present information for discussion regarding potential amendments to the FY 2019-2020 Adopted Budget that include:

- Addition of 6 Firefighter positions
- Town compensation study and timing of market adjustments
- Supplemental request for a Fire Brush Truck replacement
- Town Health Insurance Trust Fund costs and market comparisons

Attachments:

1. Proposed Budget Amendment Presentation

Town Staff Recommendation:

Town staff is presenting this item to receive direction on amendments to the FY 2019-2020 budget and will return at the next Town Council meeting with an agenda item reflecting this direction.

Town of Prosper

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Item 21.

Firefighter Positions and SAFER Grant

- Amend budget to add General Fund expenditures for 6 firefighter positions at \$791,689 (includes \$38,912 one-time costs)
- Amend budget to add \$372,672 in General Fund revenue for SAFER Grant

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Compensation Increase (3-year vs 1-year)

<u>Fund</u>	<u>Year 1</u>	<u>Year 2 Cumulative</u>	<u>Year 3 Cumulative</u>	<u>Total</u>
Total general	\$ 127,672	\$ 255,334	\$ 383,006	
Fire SPD	\$ 9,555	\$ 19,110	\$ 28,665	
Police SPD	\$ 9,555	\$ 19,110	\$ 28,665	
Water	\$ 19,903	\$ 39,806	\$ 59,709	
Stormwater	\$ 360	\$ 720	\$ 1,080	
Subtotal	\$ 167,045	\$ 334,080	\$ 501,125	\$ 1,002,250
Total general	\$ 416,072	\$ 416,072	\$ 416,072	
Fire SPD	\$ 27,625	\$ 27,625	\$ 27,625	
Police SPD	\$ 28,506	\$ 28,506	\$ 28,506	
Water	\$ 61,233	\$ 61,233	\$ 61,233	
Stormwater	\$ 1,081	\$ 1,081	\$ 1,081	
Subtotal	\$ 534,517	\$ 534,517	\$ 534,517	\$ 1,603,551
Net Difference	\$ 367,472	\$ 200,437	\$ 33,392	\$ 601,301
Net by Fund				
Total general	\$ 288,400	\$ 160,738	\$ 33,066	
Fire SPD	\$ 18,070	\$ 8,515	\$ (1,040)	
Police SPD	\$ 18,951	\$ 9,396	\$ (159)	
Water	\$ 41,330	\$ 21,427	\$ 1,524	
Stormwater	\$ 721	\$ 361	\$ 1	
	\$ 367,472	\$ 200,437	\$ 33,392	\$ 601,301
SAFER Revenue	\$ (372,672)	\$ (372,672)	\$ (173,914)	\$ (919,258)
Net Impact	\$ (5,200)	\$ (172,235)	\$ (140,522)	\$ (317,957)

Town of Prosper

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Item 21.

Compensation Increase (3-year vs 1-year) (General Fund Only)

	<u>Year 1</u>	<u>Year 2 Cumulative</u>	<u>Year 3 Cumulative</u>	<u>Total</u>
3- Year	\$ 127,672	\$ 255,334	\$ 383,006	
1-Year	\$ 416,072	\$ 416,072	\$ 416,072	
Increase	\$ 288,400	\$ 160,738	\$ 33,066	\$ 482,204
SAFER Revenue	\$ (372,672)	\$ (372,672)	\$ (173,914)	\$ (919,258)
Net Impact	\$ (84,272)	\$ (211,934)	\$ (140,848)	\$ (437,054)

Town of Prosper

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Item 21.

Fire Brush Truck Supplemental Request

- **Cost** - \$108,969
- **Purpose** - The purpose of the request is to fund the shortfall in the VERF to replace the brush truck three years prior to its original fifteen year cycle. The current price is \$167,000 and is expected to increase in the Fall to \$172,000. The price estimated includes the expected price increase in the Fall. The VERF shows \$63,031 as of September 2019.
- **Benefits** - We would avoid paying expensive repair bills. The main benefit would be to have a brush truck that is dependable without fear of failure of the pump. We have requested through the VERF to change the schedule to a ten year cycle instead of the fifteen previously setup based on repair costs and recommendations from the manufacturer.

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Town of Prosper

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Item 21.

Fire Brush Truck Supplemental Request

- **Consequences** - Without replacing the truck we run the risk of having to take the brush truck out of service or sending the truck back to the manufacturer in Kansas to have a rear pump motor replaced. The estimated expense would be \$15-20,000. In addition, an engine leak was noticed by Bob Tomes Ford at a recent service visit. Two years ago a similar leak cost \$3,700. It would cost \$200-400 to diagnose due to the fact that much of the top motor components have to be removed to get to the motor.
- **VERF Policy**

In the event that a user department has not contributed enough over the life of an item to cover the cost of its replacement, the difference in funding may be derived from:

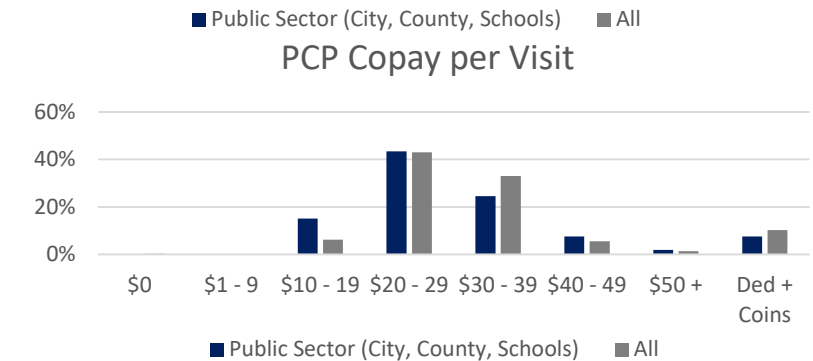
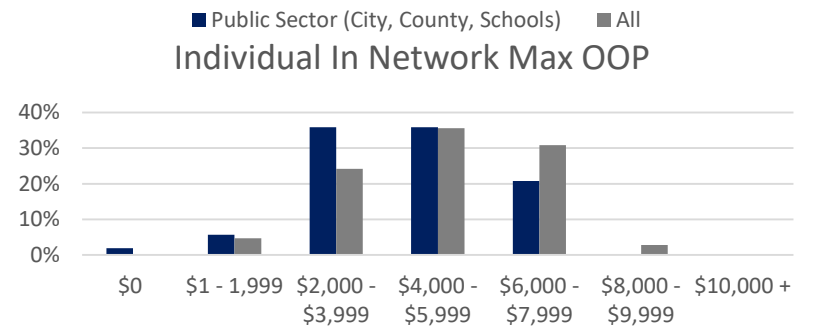
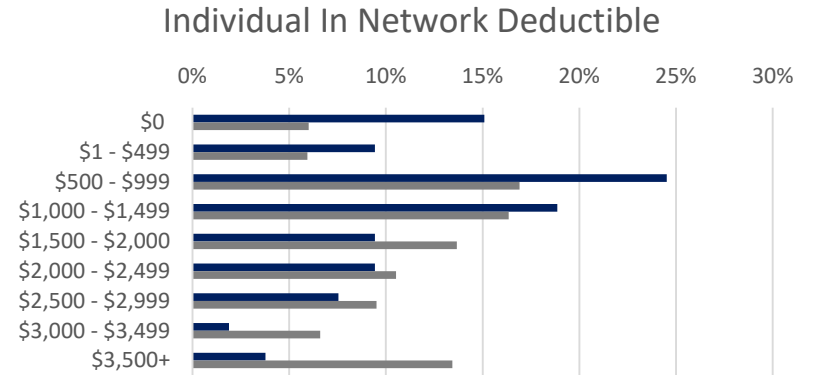
 - a. Savings on other items being replaced according to this policy in the same department; and/or
 - b. Funds available from total VERF balance of contributions made by the department, with the difference to be accounted for during the annual review; and/or
 - c. Funds available in the department's operating budget, which shall be transferred to the VERF to fund the entire replacement cost.

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Medical Plans

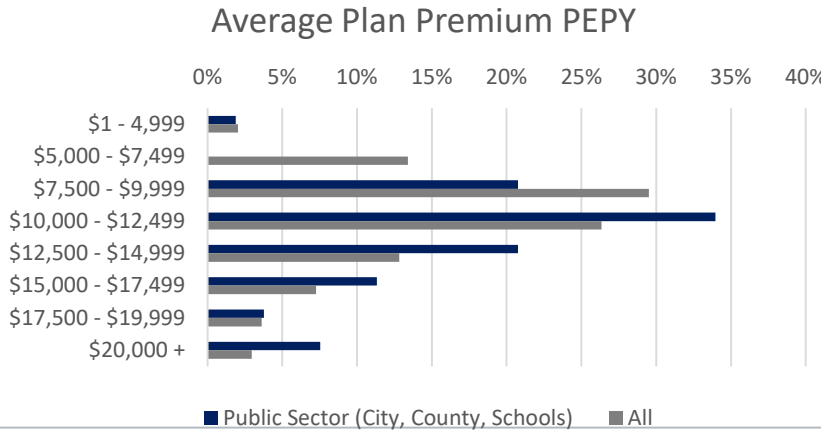
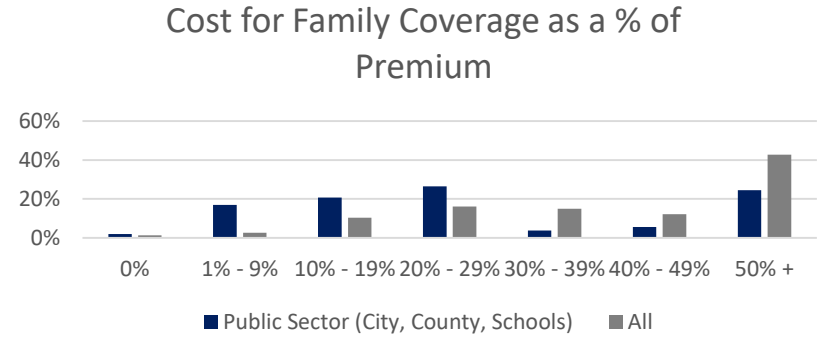
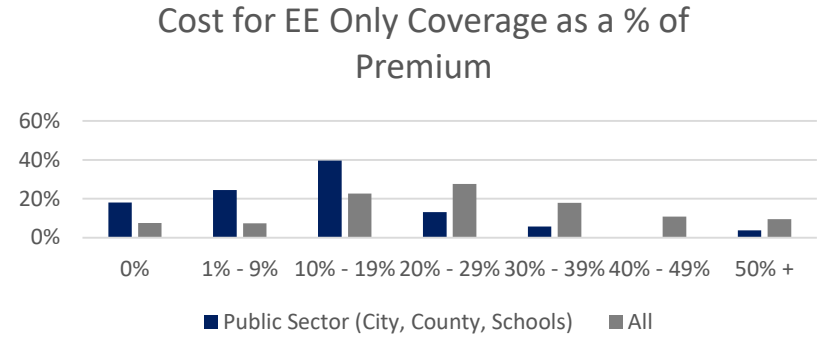
PPO Plan Designs

	Prosper	Public Sector	All
Enrollment			
% offer a PPO	-	77%	67%
% of EE's Enrolled in a PPO	27%	64%	57%
Benefits			
Individual Deductible	\$1,500	\$1,500	\$1,500
Family Deductible	\$4,500	\$3,000	\$3,000
Individual MOOP	\$5,500	\$4,750	\$4,625
Family MOOP	\$10,200	\$10,000	\$10,000
Coinsurance	80%	80%	80%
PCP Visit Copay	\$30	\$25	\$25
Specialist Visit Copay	\$60	\$50	\$50
Emergency Room	\$200	\$250	\$250
Urgent Care	\$75	\$50	\$50
Rx copays	\$10 \$40 \$60 \$250	\$10 \$35 \$60 \$100	\$10 \$35 \$60 \$125
Mail Order	3x retail	2.5x retail	2.5x retail
Actuarial Value	-	0.785	0.784



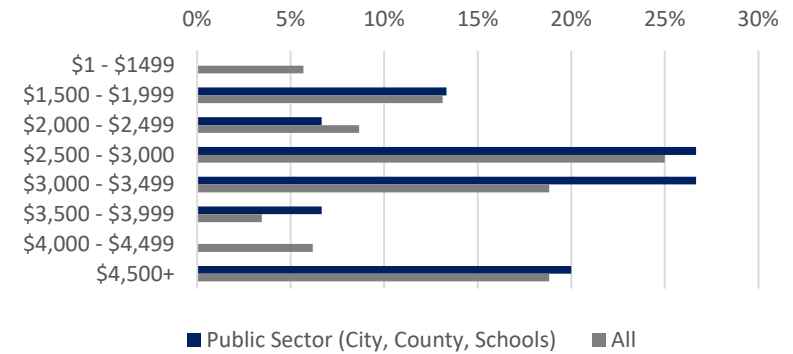
PPO Plan Premium and Contributions

	Prosper	Public Sector	All
Plan Cost			
Average PEPY	\$12,248	\$12,774	\$10,999
Plan Cost - Monthly Rate			
Employee Only	\$577	\$673	\$600
Employee + Spouse	\$1,318	\$1,318	\$1,270
Employee + Children	\$1,033	\$1,235	\$1,110
Family	\$1,724	\$1,866	\$1,777
Average Employee Cost - Monthly Contribution			
Employee Only Contribution	\$92	\$104	\$155
Employee + Spouse Contribution	\$493	\$397	\$553
Employee + Children Contribution	\$341	\$335	\$463
Family Contribution	\$736	\$565	\$806
Contribution % of Premium			
Employee Only	16%	15%	26%
Employee + Spouse	37%	30%	43%
Employee + Children	33%	27%	42%
Family	43%	30%	45%
% No Contribution Required - EE Only			
	-	17%	8%

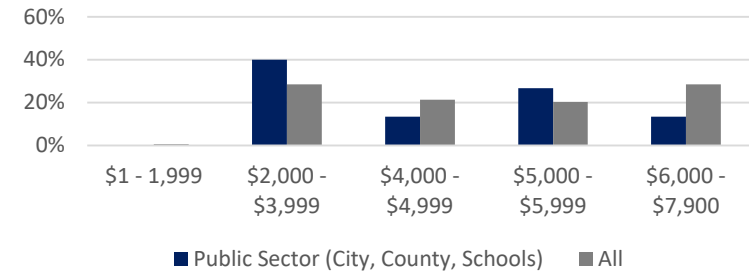


	Prosper	Public Sector	All
Enrollment			
% of EE's enrolled in a CDHP	-	35%	46%
% of EE's enrolled in an HSA	73%	16%	21%
Benefits			
Individual Deductible	\$3,000	\$3,000	\$2,750
Family Deductible	\$6,000	\$6,000	\$5,550
Coinsurance	100%	100%	80%
Individual MOOP	\$3,000	\$4,000	\$4,700
Family MOOP	\$6,000	\$8,000	\$8,500
HSA Funding			
% Contributing	-	87%	55%
EE Account	\$750	\$750	\$500
Family Account	\$1,500	\$1,200	\$1,000
Actuarial Value w/o funding	-	0.744	0.698
Actuarial Value w/ funding	-	0.921	0.846

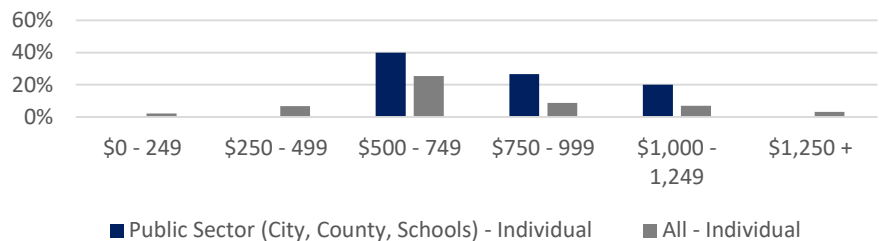
Individual In Network Deductible



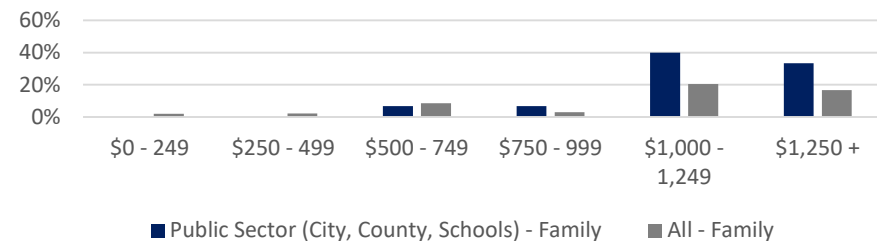
Individual In Network Max OOP



HSA Employer Funding - Individual



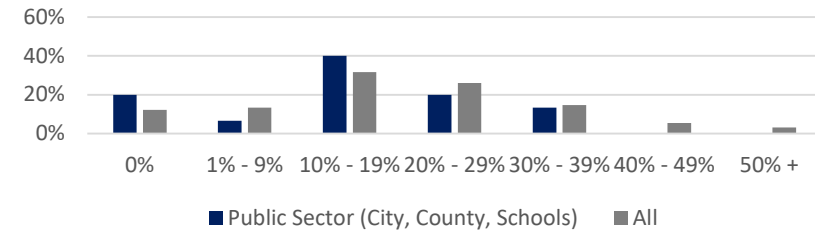
HSA Employer Funding - Family



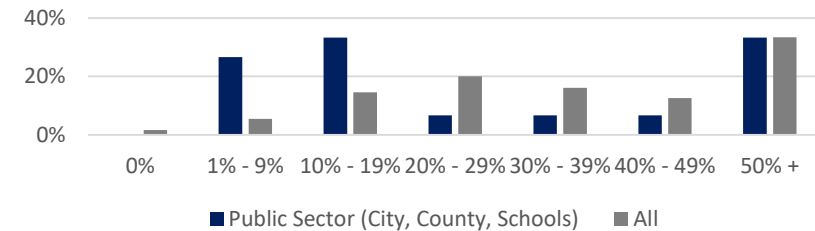
HSA Plan Premium and Contributions

	Prosper	Public Sector	All
Plan Cost			
Average PEPY	\$9,605	\$10,363	\$9,591
Plan Cost - Monthly Rate			
Employee Only	\$558	\$582	\$500
Employee + Spouse	\$1,257	\$1,115	\$1,059
Employee + Children	\$988	\$968	\$912
Family	\$1,687	\$1,499	\$1,502
Average Employee Cost - Monthly Contribution			
Employee Only Contribution	\$39	\$78	\$96
Employee + Spouse Contribution	\$289	\$344	\$391
Employee + Children Contribution	\$193	\$276	\$306
Family Contribution	\$442	\$516	\$586
Contribution % of Premium			
Employee Only	8%	13%	19%
Employee + Spouse	30%	31%	37%
Employee + Children	24%	29%	34%
Family	36%	34%	39%
% No Contribution Required - EE Only			
	-	20%	12%

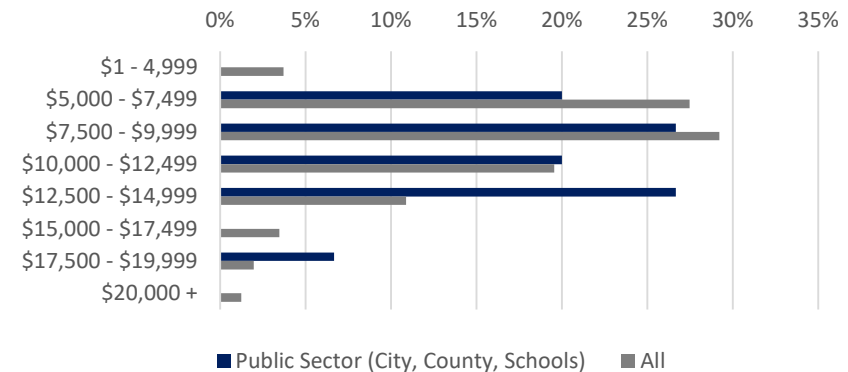
Cost for EE Only Coverage as a % of Premium



Cost for Family Coverage as a % of Premium



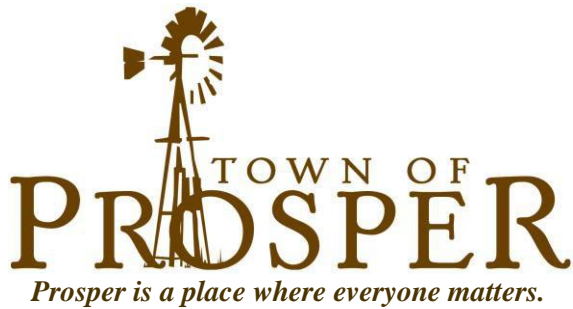
Average Plan Premium PEPY



- 13 McGriff-Dallas Public Sector clients were reviewed.
- Reviewed all clients most recent 31 months of Med/Rx claims weighted average of \$899.53 PEPM for all clients combined on 2019 Calendar Year Projections.
 - › The PEPM ranged from \$668.08 to \$1,283.87
- Town of Prosper ranked the lowest of all clients reviewed at \$668.08 PEPM.
- Looking at Town of Prosper claims on most recent 12 months of claims for 2019 takes us to \$710.19 PEPM, still ranking us at the lower end on costs of the clients surveyed.
- The Town staff has budgeted a conservative \$753.03 PEPM for FY 2019-20. This is based on the most recent 12 months of claims.
 - › The FY 2019-20 budget has no increase for employee or Town contributions.

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- The presentation is representative of the services provided by McGriff Insurance Services, McGriff Seibels & Williams or any affiliates.
- Information presented here is relevant with respect to current services and current statutes, rules or regulations as of the date of this presentation. Future rules may include clarifications, technical corrections or guidance on complex issues and as required. Moreover, these may change the content of the information presented or alter the answers to questions posed.
- In particular, it should be noted that guidance on many aspects of the Affordable Care Act (ACA) are outstanding and new guidance may be forthcoming.
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- Compliance decisions are the sole responsibility and obligation of the client.

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HUMAN RESOURCES

To: Mayor and Town Council

From: Kala Smith, Director of Human Resources

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 24, 2019

Agenda Item:

Consider and act upon awarding RFP No. 2019-63-A for ASO Medical and Captive Benefits to UMR, Inc., a subsidiary of United Healthcare, effective January 1, 2020, and authorizing the Town Manager to execute all documents for the same.

Description of Agenda Item:

The Town requested proposals (RFP No. 2019-63-A) from qualified providers for ASO Medical and Captive Benefits Services. The Town received seven responses by the due date and time. Respondents were required to submit information, in order to facilitate evaluation based on the following criteria:

1. Scope of Services, Coverage, and Professional Competence;
2. Cost of Services, Network Discounts, and Rate Guarantees;
3. Reporting Capabilities and Financial Resources; and
4. Reference and Experience with Similar Clients, and Qualifications.

The evaluation committee was comprised of three staff members and representatives from the Town's benefits consultant, McGriff, Seibels & Williams, Inc. The evaluation committee scored each submittal in accordance with the evaluation criteria as stated above. The evaluation scores are attached titled '2019-63-A Evaluation Scores.' The RFP responses and the evaluation committee's recommendations were reviewed by the Council Benefits Subcommittee on August 20, 2019. Based on the direction from the Council Benefits Subcommittee, Best and Final requests were sent to Blue Cross Blue Shield of Texas and UMR, Inc. Based on these evaluations and the Best and Final Offers received, it is the recommendation of the Council Benefits Subcommittee to award the contract to UMR, Inc., the best value proposal for an initial contract term of three years. Also attached is the analysis presented to the Benefits Subcommittee on August 20, 2019, and the Best and Final Analysis presented to the committee on September 16, 2019.

Through awarding the contract for ASO medical services to UMR, Inc., the Town will benefit from added performance guarantees, the ability to carve out pharmacy benefit management, and a decreased percent of auto-adjudicated claims.

Budget Impact:

The Town's FY 2019-2020 budgeted costs for medical claims and administrative services is included in the Town's Health Trust Fund.

Attached Documents:

1. 2019-63-A Evaluation Scores
2. Benefits Committee RFP Analysis Report
3. Best and Final Analysis Report

Town Staff Recommendation:

Town staff recommends awarding RFP No. 2019-63-A for ASO Medical and Captive Benefits to UMR, Inc., a subsidiary of United Healthcare, effective January 1, 2020, and authorizing the Town Manager to execute all documents for the same.

Proposed Motion:

I move to award RFP No. 2019-63-A for ASO Medical and Captive Benefits to UMR, Inc., a subsidiary of United Healthcare, effective January 1, 2020, and authorize the Town Manager to execute all documents for the same.

RFP NO. 2019-63-A
 ASO MEDICAL AND CAPTIVE BENEFITS

EVALUATION MATRIX		Aetna		Bev Cap Management, LLC		Blue Cross and Blue Shield of Texas (BCBSTX)		Cigna Health and Life Insurance Company		International Benefits Administrators		Maestro Health		UMR, Inc.	
Evaluation Criteria	Weighting		WEIGHTED SCORE		WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Scope of Services, Coverage, Professional Competence	30%	3.00	0.90	9.00	2.70	8.00	2.40	8.00	2.40	3.00	0.90	9.00	2.70	9.00	2.70
Cost of Services, Network Discounts, Rate Guarantees	40%	5.00	2.00	7.00	2.80	7.00	2.80	6.00	2.40	8.00	3.20	8.00	3.20	9.00	3.60
Reporting Capabilities, Financial Resources	15%	5.00	0.75	5.00	0.75	8.00	1.20	8.00	1.20	5.00	0.75	5.00	0.75	8.00	1.20
References and Experience with Similar Clients, Qualifications	15%	1.00	0.15	5.00	0.75	10.00	1.50	10.00	1.50	1.00	0.15	5.00	0.75	10.00	1.50
TOTAL	100%		3.80		7.00		7.90		7.50		5.00		7.40		9.00



ASO Medical, Captive Benefits & Pharmacy Benefit Management Services RFP Analysis

Presented by:

Lance Pendley, Senior Vice President – McGriff, Seibels & Williams

Cristina Palacios, Account Executive – McGriff, Seibels & Williams



- **RFP Marketing Analysis**
 - **Medical Analysis & Scoring**
 - **PBM Analysis**
 - **Pros & Cons**
 - **Disruption**
 - **Provider/Facility Disruption**
 - **RX Disruption**

Medical Analysis & Scoring

ASO Administrator	BCBS Current Plan (Carve In)	BCBS Renewal Plan (Carve In)	Aetna Proposed Plan (Carve In)	Cigna Proposed Plan (Carve In)	IBA Proposed Plan (Carve Out)	Maestro Health Proposed Plan (Carve Out)	UMR Proposed Plan (Carve Out)	Bev Cap Proposed Plan (Carve In)
PBM Administrator	Prime RX	Prime RX	CVS	Focused 90 CVS Value	ProAct RX	ProAct RX	ProAct RX	Envision Rx
Network	BlueChoice PPO Network	BlueChoice PPO Network	Aetna Open Access Managed Choice Network	Open Access Plus Network	Cigna PPO Network	Cigna PPO Network	UHC Choice Plus Network	Aetna PPO
Annual ASO Admin. Fees (186)	\$76,892.40	\$75,039.84	\$47,898.72	\$75,330.00	\$99,100.80	\$116,421.12	\$126,799.92	\$216,347.76
Medical Repricing Claims Estimate	\$1,039,230.20	\$1,093,974.92	\$1,176,023.04	\$1,113,557.07	\$1,138,171.51	\$1,138,171.51	\$1,118,370.56	\$1,176,023.04
RX Claims	\$489,938.47	\$529,133.55	\$523,842.22	\$539,716.22	\$521,196.55	\$521,196.55	\$521,196.55	\$529,133.55
Projected Rebates / APC Fee	\$10,060.00	\$10,060.00	\$10,060.00	(\$55,800.00)	(\$126,219.00)	(\$126,219.00)	(\$126,219.00)	\$10,060.00
Run Out Admin Claims	-	-	\$11,606.40	\$11,606.40	\$11,606.40	\$11,606.40	\$11,606.40	\$11,606.40
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	3 years- Until 12/31/2022	1 year- Until 12/31/2020*	2 years- Until 12/31/2021	3 years- Until 12/31/2022	2 years- Until 12/31/2021	1 year- Until 12/31/2020
Estimated Total Annual Cost	\$1,616,121.07	\$1,708,208.31	\$1,769,430.38	\$1,684,409.69	\$1,643,856.26	\$1,661,176.58	\$1,651,754.43	\$1,943,170.75
\$ Combined Difference over Current		\$92,087.24	\$153,309.30	\$68,288.62	\$27,735.18	\$45,055.50	\$35,633.36	\$327,049.68
Combined Percent over Current (Total)		5.70%	9.49%	4.23%	1.72%	2.79%	2.20%	20.24%
\$ Combined Difference over Renewal			\$61,222.06	(\$23,798.62)	(\$64,352.06)	(\$47,031.74)	(\$56,453.88)	\$234,962.44
Combined Percent over Renewal (Total)			3.58%	-1.39%	-3.77%	-2.75%	-3.30%	13.75%

This executive summary assumes the following:

- * Medical claims trended at 6% and repricing from carriers factored in
- * Pharmacy claims trended at 10% and repricing from APC factored in
- *IBNR (2.5 months of Medical & 0.5 months for RX): \$495,125.95
- *Rebate Consideration: Carve In solutions will not pay the fee of APC of \$10,060. Cigna gives 50% RX rebate sharing - equates an estimated amount of \$25 PEPM
- *IBA did not submit repricing and disruption file or summary. On Medical Repricing Claim Estimate, we are assuming Maestro information for IBA.
- *Aetna did not submit repricing file or summary. On Medical Repricing Claim Estimate, we are assuming BevCap information for Aetna.
- *Cigna rate guarantee for Yr 2 & 3: 3% increase.
- *BevCap Collateral of \$82,718. Collateral needed before the effective date. This amount is not considered in the executive summary calculation. Envision RX does offer rebate sharing. Open to work with other PBM's.

PBM Analysis

	BCBS of TX (CURRENT)	BCBS of TX (PROPOSED)	ProAct Rx TRADITIONAL
Retail 30			
Brand Ingredient Cost	\$132,433	\$130,828	\$131,229
Generic Ingredient Cost	\$72,885	\$81,359	\$67,800
Dispensing Fee	\$3,003	\$3,230	\$2,247
Administrative Fee	\$0	\$0	\$0
Retail 90			
Brand Ingredient Cost	\$96,146	\$97,644	\$94,050
Generic Ingredient Cost	\$26,075	\$29,800	\$22,350
Dispensing Fee	\$549	\$619	\$0
Administrative Fee	\$0	\$0	\$0
Mail Order Service			
Brand Ingredient Cost	\$7,676	\$7,676	\$7,338
Generic Ingredient Cost	\$3,834	\$4,382	\$3,943
Dispensing Fee	\$0	\$0	\$0
Administrative Fee	\$0	\$0	\$0
Specialty			
Brand Ingredient Cost	\$271,978	\$271,978	\$276,893
Generic Ingredient Cost	\$28	\$28	\$29
Dispensing Fee	\$7	\$0	\$0
Administrative Fee	\$0	\$0	\$0
Projected Cost - Before Rebates	\$614,615	\$627,545	\$605,880
\$ Difference From Baseline - Before Rebates		\$12,930	(\$8,735)
% Difference From Baseline - Before Rebates		2.10%	-1.42%
Rebates			
Rebate Revenue	\$0	(\$75,330)	(\$126,219)
APC Comp	\$0	\$10,060	\$0
Projected Cost - After Rebates	\$614,615	\$562,274	\$479,661
\$ Difference From Baseline - After Rebates		(\$52,340)	(\$134,954)
Annualized - \$ Difference from Baseline - After Rebates			
% Difference From Baseline - After Rebates		-8.52%	-21.96%

This pricing is based on a 3-year agreement.

This analysis should not be construed as a guarantee of savings. It is an assumption based on Rx claims: 01.2018-12.2018

Rebate Estimates Include Specialty Rebates; Calculated Using Brand Specialty Claim Count Filled During Rx Claims Period.

Action Pharmaceutical Consulting's Compensation is included in the pricing quote.

Observations – Medical

BCBS of Texas	UMR	Pro's & Con's
Yes	Yes	Broad Network
Yes	Yes	Online Reporting Access; Member Portal; Mobile App Solution
Yes	No	Selection of Medical Vendor Requires Preferred PBM Vendor
Yes	Yes	Receive EDI Files with BenefitFirst
Yes	Yes	Provided References
No	No	RFP Submitted Originally as Town Required; Updated Response Provided
No	No	Performance Guarantee Offered
No	Yes	Allowance / Credit
Yes	Yes	ID Cards Customization
Yes	No	Online Wellness Program Available with No Extra Fees
Yes	Yes	Centers of Excellence
Yes	Yes	Stop Loss Carve Out Flexibility
No	Yes	Multiple Year Rate Guarantee
No	Yes	Member Disruption; Network Disruption
N/A	Yes	Charge for Historical Loading of Data

Observations – PBM

BCBS of Texas	ProAct Rx	Pro's & Con's
No	Yes	Agreed to Overall Generic Effective Rate
Yes	No	Deviations from Terms and Definitions in RFP Language
Yes	No	Selection of Medical Vendor Requires Preferred PBM Vendor
Yes	Yes	Can Offer Narrow Pharmacy Network with Deeper Discounts
Yes	Yes	Audit Recoveries Credited to the Plan
No	Yes	International Mail Order Program Available w/Cost Savings to the Plan & Member
Yes	Yes	Owens Specialty Pharmacy
Yes	Yes	Stand Alone Specialty Call Center
Yes	Yes	Specialty Supplies Included with Quote
Yes	Yes	Split-Fill Program at Specialty
Yes	Yes	Assumes Cost of Lost Specialty Medications if Confirmed Delivery Issue
No	Yes	Offers a Copay Card Accumulator Program
Yes	Yes	Ingredient Level Processing on Compounds
Yes	Yes	Compound Dispense Fee's Same as Channel Guarantee
No	Yes	Offering a \$4 Per Member Implementation Credit with Submitted Invoice
No	Yes	Rebates Earned Above Guarantee are Passed on to the Plan
Yes	No	No Cost for Prior Authorizations
Yes	Yes	Online Reporting Access
No	Yes	Privately Held Company
No	Yes	Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
No	Yes	Charge for Historical Loading of Data
Yes	No	RFP Submitted Originally as Town Required; Updated Response Provided
No	Yes	Provided References

Disruption Analysis

Disruption Analysis - Shared Records

Town of Prosper

This report compares all shared records between all carriers. Some carriers excluded more records than others which can be seen on the "Excluded Records" line. To view disruption based on non-excluded records for each individual carrier, refer to the other disruption report.

All Records	Claims	Pre-Discount
Inpatient Hospital	380	\$475,639.41
Outpatient Hospital	2,271	\$1,425,765.96
Office	11,224	\$1,103,744.13
Other	602	\$521,616.83
Total	14,477	\$3,526,766.33

Excluded Records*	Claims	Pre-Discount
Inpatient Hospital	72	\$59,923.18
Outpatient Hospital	361	\$90,533.59
Office	2,729	\$17,533.19
Other	75	\$10,897.98
Total	3,237	\$178,887.94

Included Record	Claims	Pre-Discount
Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	1,910	\$1,335,232.37
Office	8,495	\$1,086,210.94
Other	527	\$510,718.85
Total	11,240	\$3,347,878.39

*Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.

BCBS

	Claims	Pre-Discount
Excluded Records	136	\$44,976.64
Percent Excluded	0.94%	1.28%

In-Network	Claims	Pre-Discount
Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	1,749	\$1,149,694.45
Office	7,942	\$1,029,045.59
Other	436	\$404,711.95

Total	10,435	\$2,999,168.22
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Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	100.00%	100.00%
Outpatient Hospital	91.57%	86.10%
Office	93.49%	94.74%
Other	82.73%	79.24%

Total	92.84%	89.58%
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UHC

	Claims	Pre-Discount
Excluded Records	3,039	\$13,007.06
Percent Excluded	20.99%	0.37%

In-Network	Claims	Pre-Discount
Inpatient Hospital	303	\$413,916.23
Outpatient Hospital	1,814	\$1,247,780.61
Office	7,632	\$1,005,701.04
Other	438	\$401,562.06

Total	10,187	\$3,068,959.94
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Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	98.38%	99.57%
Outpatient Hospital	94.97%	93.45%
Office	89.84%	92.59%
Other	83.11%	78.63%

Total	90.63%	91.67%
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Provider/Facility Disruption

Provider Name	Provider City	Zip Code	Claimants	Services	Service Category
PUMPS IT INC	HOUSTON	77070	1	409	HOME
BOSTON HEART DIAGNOSTICS CORPORAT	FRAMINGHAM	01702	1	51	OFFICE
SYNERGENE LABORATORY LLC	HOUSTON	77058	1	39	OFFICE
CRYSTAL HANKEL	DENTON	76201	1	39	OFFICE
BRLI GENPATH DIAGNOSTICS INC	HOUSTON	77054	4	16	OFFICE
BENJAMIN CRABB	FRISCO	75033	1	13	OFFICE
KYLE CORREIA	PROSPER	75078	1	11	OFFICE
MP3 LAB INC	DALLAS	75204	2	10	OFFICE
MICHAEL WOODS	PLANO	75093	2	10	OFFICE
DORIAN APONTE	DENTON	76209	1	9	OFFICE
AMBER GALIPP	MCKINNEY	75071	1	8	OFFICE
BOSTON HEART DIAGNOSTICS CORP	FRAMINGHAM	01702	1	5	OFFICE
REBECCA PAWLEY DOWNEY	FRISCO	75033	1	5	OFFICE
KAI MEDICAL LABORATORY	DALLAS	75247	2	4	OFFICE
HEIDI JOHANSON	MCKINNEY	75070	1	4	OFFICE
BROCK PIERCE	MCKINNEY	75071	1	4	OFFICE
RAMAKRISHNA VELURI	GARLAND	75042	1	3	INPATIENT HOSPITAL
LESLEY HERRERA	DENTON	76209	1	3	OFFICE
LAURA SWARTWOOD	MCKINNEY	75070	1	2	OUTPATIENT HOSPITAL
LIFEWATCH SERVICES INC	ROSEMONT	60018	1	2	OFFICE
GARY DONOVITZ	ARLINGTON	76017	1	2	OFFICE
CAROLYN LYDE	LEWISVILLE	75057	1	2	OFFICE
MAJORS MEDICAL SERVICE	DALLAS	75235	1	2	HOME
NXGEN MDX LLC	GRAND RAPIDS	49504	1	1	OFFICE
KIMBERLY SCHAIVE	DALLAS	75247	1	1	OUTPATIENT HOSPITAL
GERALD GARCIA	PLANO	75074	1	1	OUTPATIENT HOSPITAL
DANIEL WANN	SHERMAN	75092	1	1	OUTPATIENT HOSPITAL
BENJAMIN CRABB	FRISCO	75033	1	1	EMERGENCY ROOM
TIMOTHY VASSBERG	ALLEN	75002	1	1	OFFICE
SADIA SIDDIQUI	SACHSE	75048	1	1	OFFICE
ACCESS DX LABORATORY LLC	HOUSTON	77025	1	0	OFFICE
WESTSIDE SURGICAL HOSPITAL	HOUSTON	77027	1	-16	OUTPATIENT HOSPITAL

RX Disruption



Premium Exclusions

The following drugs would be excluded using ProAct's Premium Formulary.
Covered Alternative(s) have been provided as well:

Excluded Maintenance Meds	Covered Alternative(s)	# Rxs
ADDERALL XR CAP 10MG	Amphetamine-Dextroamphetamine	1
DULERA AER 200-5MCG	fluticasone/salmeterol, Breo Ellipta, Symbicort	1
FARXIGA TAB 10MG	Invokamet, Invokana, Jardiance	1
FARXIGA TAB 5MG	Invokamet, Invokana, Jardiance	1
LEVEMIR INJ FLEXTUOC	Lantus Insulin	1
NOVOLOG INJ 100/ML	Humalog Insulin	1
NOVOLOG INJ FLEXPEN	Humalog Insulin	1
PROVENTIL AER HFA	Proair HFA, Ventolin HFA	2
QVAR REDIHAL AER 40MCG	Flovent, Pulmicort	1
TROKENDI XR CAP 50MG	Topiramate ER	1
XOPENEX HFA AER	Proair HFA, Ventolin HFA	1
Total		12

1. Medical Marketing Analysis with Stop Loss Quotes
2. PBM Marketing Analysis
3. Repricing Analysis
4. Disruption Analysis

**Town of Prosper
 Medical ASO and Captive Bid List
 Effective Date: 1/1/2020**

Item 22.

Vendor	AM Best	Notes
Medical ASO		
Aetna	A (Excellent)	<i>On the spreadsheet</i>
BCBSTX	A (Excellent)	<i>Incumbent - On the spreadsheet</i>
Cigna	A (Excellent)	<i>On the spreadsheet</i>
Healthcare Highways	NR	<i>Declined to Quote</i>
IBA	NR	<i>On the spreadsheet</i>
Maetsro	NR	<i>On the spreadsheet</i>
UMR / UHC	A (Excellent)	<i>On the spreadsheet</i>
Captive		
Bev Cap / Berkley	NR / A+ Superior	<i>On the spreadsheet</i>
Roundstone	NR	<i>Declined to Quote</i>

This is not an insurance contract: This proposal is for comparison purposes only. Please refer to certificate booklet or proposal for additional details, including limitations and exclusions. Final rates and benefits will be determined by actual enrollment and plan selection.

Town of Prosper Executive Summary Effective Date: 1/1/2020

Item 22.

ASO Administrator	BCBS Current Plan (Carve In)	BCBS Renewal Plan (Carve In)	Aetna Proposed Plan (Carve In)	Cigna Proposed Plan (Carve In)	IBA Proposed Plan (Carve Out)	Maestro Health Proposed Plan (Carve Out)	UMR Proposed Plan (Carve Out)	Bev Cap Proposed Plan (Carve In)
PBM Administrator	Prime RX	Prime RX	CVS	Focused 90 CVS Value	ProAct RX	ProAct RX	ProAct RX	Envision Rx
Network	BlueChoice PPO Network	BlueChoice PPO Network	Aetna Open Access Managed Choice Network	Open Access Plus Network	Cigna PPO Network	Cigna PPO Network	UHC Choice Plus Network	Aetna PPO
Annual ASO Admin. Fees (186)	\$76,892.40	\$75,039.84	\$47,898.72	\$75,330.00	\$99,100.80	\$116,421.12	\$126,799.92	\$216,347.76
Medical Repricing Claims Estimate	\$1,039,230.20	\$1,093,974.92	\$1,176,023.04	\$1,113,557.07	\$1,138,171.51	\$1,138,171.51	\$1,118,370.56	\$1,176,023.04
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Projected Rebates / APC Fee	\$10,060.00	\$10,060.00	\$10,060.00	(\$55,800.00)	(\$126,219.00)	(\$126,219.00)	(\$126,219.00)	\$10,060.00
Run Out Admin Claims	-	-	\$11,606.40	\$11,606.40	\$11,606.40	\$11,606.40	\$11,606.40	\$11,606.40
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	3 years- Until 12/31/2022	1 year- Until 12/31/2020*	2 years- Until 12/31/2021	3 years- Until 12/31/2022	2 years- Until 12/31/2021	1 year- Until 12/31/2020
Estimated Total Annual Cost	\$1,616,121.07	\$1,708,208.31	\$1,769,430.38	\$1,684,409.69	\$1,643,856.26	\$1,661,176.58	\$1,651,754.43	\$1,943,170.75
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Combined Percent over Current (Total)		5.70%	9.49%	4.23%	1.72%	2.79%	2.20%	20.24%
\$ Combined Difference over Renewal			\$61,222.06	(\$23,798.62)	(\$64,352.06)	(\$47,031.74)	(\$56,453.88)	\$234,962.44
Combined Percent over Renewal (Total)			3.58%	-1.39%	-3.77%	-2.75%	-3.30%	13.75%

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- * Medical claims trended at 6% and repricing from carriers factored in
- * Pharmacy claims trended at 10% and repricing from APC factored in
- *IBNR (2.5 months of Medical & 0.5 months for RX): \$495,125.95
- *Rebate Consideration: Carve In solutions will not pay the fee of APC of \$10,060. Cigna gives 50% RX rebate sharing - equates an estimated amount of \$25 PEPM
- *IBA did not submit repricing and disruption file or summary. On Medical Repricing Claim Estimate, we are assuming Maestro information for IBA.
- *Aetna did not submit repricing file or summary. On Medical Repricing Claim Estimate, we are assuming BevCap information for Aetna.
- *Cigna rate guarantee for Yr 2 & 3: 3% increase.
- *BevCap Collateral of \$82,718. Collateral needed before the effective date. This amount is not considered in the executive summary calculation. Envision RX does offer rebate sharing. Open to work with other PBM's.



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 22.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX
Network	BlueChoice PPO Network	BlueChoice PPO Network
Set Up Fee / Captive Collateral	N/A	N/A
Renewal Fee	N/A	N/A
Administration Fees		
Medical Administration - Employee (186)	\$62.42	\$62.42
RX Rebate Credit	(\$32.92)	(\$33.75)
Stop Loss Interface Fee	Included	Included
Disease Management (BCBS-Wellbeing Enable)	\$4.95	\$4.95
Pre-Certification /Utilization Mgmt (pepm)	Included	Included
Nurse line	Included	Included
Large Case Management	Included	Included
PPO Access Fee (network)	Included	Included
Out of Network Savings PEPM Charge	N/A	N/A
External PBM Interface Fee	N/A	N/A
Total Admin Fees	\$34.45	\$33.62
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020
Total Monthly Admin Fee	\$6,407.70	\$6,253.32
Annual Admin Fee	\$76,892.40	\$75,039.84
Annual Difference	-	(\$1,852.56)
% Difference	-	-2.41%
RX Expected Rebates	\$0.00	\$0.00
APC Fee	\$0.00	\$10,060.00
Projected Cost After Rebates	\$76,892.40	\$85,099.84
Annual Difference	-	\$8,207.44
% Difference	-	11%
Run-In	N/A	N/A
Run-Out	\$20.80 PEPM for 3 months	\$20.56 PEPM for 3 months
Rx Administration	Included in the fee	Included in the fee; no carve out program
Medical & RX Integration	Included	Included
Allowances/ Credits	N/A	N/A
COBRA/ HIPAA Administration	N/A	Did not quote
SPD - Electronic Copy	Included	Included
ID Cards - Customized	Included	Included; third party vendor can be added if approved by BCBS association
Accept Eligibility from BenefitFirst	Yes	Yes



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 22.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX
Network	BlueChoice PPO Network	BlueChoice PPO Network
Additional Information		
Performance Guarantee	N/A	Not offered
Subrogation	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.
Wellness Programs	Well On Target Online Portal	Well On Target Online Portal. If added Wellbeing Empower coaching is available
Centers of Excellence Providers	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy
Bundle Pricing Arrangements	N/A	Do not offer, but willing to further discuss how to coordinate members
Audit Duplicate Claims (4.3 questionnaire)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)
Out of Network Savings/Charge	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim
Miscellaneous / Notes	<p>*Bank Account to pay claims needs to be open for 12 months.</p> <p>*The run-off claims liability is \$344.88 PEPM</p>	<p>*Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions)</p> <p>*Stop loss can be locked via written acceptance up to 45 cal. days after quote release</p> <p>*Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health</p> <p>*Wellbeing Enable Empower cost: \$7.95PEPM</p> <p>*Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx.</p> <p>*When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation</p>



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 22.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	Maestro Health Proposed Plan + ProAct RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	Cigna PPO Network
Set Up Fee / Captive Collateral	N/A	N/A	N/A
Renewal Fee	N/A	N/A	N/A
Administration Fees			
Medical Administration - Employee (186)	\$62.42	\$62.42	\$32.00
RX Rebate Credit	(\$32.92)	(\$33.75)	\$0.00
Stop Loss Interface Fee	Included	Included	Included
Disease Management (BCBS-Wellbeing Enable)	\$4.95	\$4.95	\$4.00
Pre-Certification /Utilization Mgmt (pepm)	Included	Included	Included
Nurse line	Included	Included	\$1.00
Large Case Management	Included	Included	\$95/hr billed in 6 min increments
PPO Access Fee (network)	Included	Included	\$15.16
Out of Network Savings PEPM Charge	N/A	N/A	N/A
External PBM Interface Fee	N/A	N/A	N/A
Total Admin Fees	\$34.45	\$33.62	\$52.16
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	3 years- Until 12/31/2022
Total Monthly Admin Fee	\$6,407.70	\$6,253.32	\$9,701.76
Annual Admin Fee	\$76,892.40	\$75,039.84	\$116,421.12
Annual Difference	-	(\$1,852.56)	\$39,528.72
% Difference	-	-2.41%	51.41%
RX Expected Rebates	\$0.00	\$0.00	(\$126,219.00)
APC Fee	\$0.00	\$10,060.00	\$0.00
Projected Cost After Rebates	\$76,892.40	\$85,099.84	(\$9,797.88)
Annual Difference	-	\$8,207.44	(\$86,690.28)
% Difference	-	11%	-112.74%
Run-In	N/A	N/A	N/A
Run-Out	\$20.80 PEPM for 3 months	\$20.56 PEPM for 3 months	4 months of admin fee; administer 12 mon of claims
Rx Administration	Included in the fee	Included in the fee; no carve out program	Carve out, Yes
Medical & RX Integration	Included	Included	Included
Allowances/ Credits	N/A	N/A	N/A
COBRA/ HIPAA Administration	N/A	Did not quote	Included in the fee
SPD - Electronic Copy	Included	Included	Included; uses PHIA Group
ID Cards - Customized	Included	Included; third party vendor can be added if approved by BCBS association	Included; third party vendor can be added
Accept Eligibility from BenefitFirst	Yes	Yes	Yes



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 22.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	Maestro Health Proposed Plan + ProAct RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	Cigna PPO Network
Additional Information			
Performance Guarantee	N/A	Not offered	Willing to develop one mutually agreed upon (willing to put 10% adm fee at risk)
Subrogation	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	25% of recovered savings
Wellness Programs	Well On Target Online Portal	Well On Target Online Portal. If added Wellbeing Empower coaching is available	HEALTHYme for an addtl cost
Centers of Excellence Providers	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	*Does not have a network of providers. *\$1.75PEPM Healthcare Blue Book
Bundle Pricing Arrangements	N/A	Do not offer, but willing to further discuss how to coordinate members	*\$4.50 Price MD's bundled surgeries *See PMD's bundled list for details of services available *Willing to work with current provider
Audit Duplicate Claims (4.3 questionnaire)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Yes, claims are identify by DOS, provider, and billed amount. No auto-adjudications of claims. Claim analyst looks at each claim.
Out of Network Savings/Charge	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	*If repriced with a RBP vendor (6 degrees) they keep 15% of savings on OON. If program is with Cigna, the cost is 30% of savings.
Miscellaneous / Notes	*Bank Account to pay claims needs to be open for 12 months. *The run-off claims liability is \$344.88 PEPM	*Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*Location: Charlotte, NC *Implementation: 90 days *Disease management catastrophic: \$95/Hr in 6 minute increment *Telemedicine: \$1.75PEPM



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 22.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	UMR (Carve In) Proposed Plan + Optum RX*	UMR (Carve Out) Proposed Plan + ProAct RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	UHC Choice Plus Network	UHC Choice Plus Network
Set Up Fee / Captive Collateral	N/A	N/A	N/A	N/A
Renewal Fee	N/A	N/A	N/A	N/A
Administration Fees				
Medical Administration - Employee (186)	\$62.42	\$62.42	\$40.46	\$40.46
RX Rebate Credit	(\$32.92)	(\$33.75)	(\$31.75)	\$0.00
Stop Loss Interface Fee	Included	Included	\$5.00	\$5.00
Disease Management (BCBS-Wellbeing Enable)	\$4.95	\$4.95	\$3.85	\$3.85
Pre-Certification /Utilization Mgmt (pepm)	Included	Included	Included	Included
Nurse line	Included	Included	\$0.50	\$0.50
Large Case Management	Included	Included	Included	Included
PPO Access Fee (network)	Included	Included	Included	Included
Out of Network Savings PEPM Charge	N/A	N/A	\$4.00	\$4.00
External PBM Interface Fee	N/A	N/A	N/A	\$3.00
Total Admin Fees	\$34.45	\$33.62	\$22.06	\$56.81
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	2 years- Until 12/31/2021	2 years- Until 12/31/2021
Total Monthly Admin Fee	\$6,407.70	\$6,253.32	\$4,103.16	\$10,566.66
Annual Admin Fee	\$76,892.40	\$75,039.84	\$49,237.92	\$126,799.92
Annual Difference	-	(\$1,852.56)	(\$27,654.48)	\$51,760.08
% Difference	-	-2.41%	-35.97%	68.98%
RX Expected Rebates	\$0.00	\$0.00	(\$11,776.00)	(\$126,219.00)
APC Fee	\$0.00	\$10,060.00	\$10,060.00	\$0.00
Projected Cost After Rebates	\$76,892.40	\$85,099.84	\$47,521.92	\$580.92
Annual Difference	-	\$8,207.44	(\$29,370.48)	(\$76,311.48)
% Difference	-	11%	-38.20%	-99.24%
Run-In	N/A	N/A	Excludes Run - In	Excludes Run - In
Run-Out	\$20.80 PEPM for 3 months	\$20.56 PEPM for 3 months	2 months of admin fee; administer 6 mon of claims	2 months of admin fee; administer 6 mon of claims
Rx Administration	Included in the fee	Included in the fee; no carve out program	Included in the fee	For carve out available - vendors require prior approval, additional fees may be applied
Medical & RX Integration	Included	Included	Included	Included
Allowances/ Credits	N/A	N/A	\$5,000 one time implementation credit - requires a 3 year agreement	\$5,000 one time implementation credit - requires a 3 year agreement
COBRA/ HIPAA Administration	N/A	Did not quote	\$1.05 pepm	\$1.05 pepm
SPD - Electronic Copy	Included	Included	Included	Included
ID Cards - Customized	Included	Included; third party vendor can be added if approved by BCBS association	Included; third party vendor can be added	Included; third party vendor can be added
Accept Eligibility from BenefitFirst	Yes	Yes	Yes	Yes



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 22.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	UMR (Carve In) Proposed Plan + Optum RX*	UMR (Carve Out) Proposed Plan + ProAct RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	UHC Choice Plus Network	UHC Choice Plus Network
Additional Information				
Performance Guarantee	N/A	Not offered	None	None
Subrogation	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	Partners with Optum, claims with possible third party liability are flagged and additional information is requested from the member, 30% of recovered savings Credit Balance Recovery - 20% of recovered savings	Partners with Optum, claims with possible third party liability are flagged and additional information is requested from the member, 30% of recovered savings Credit Balance Recovery - 20% of recovered savings
Wellness Programs	Well On Target Online Portal	Well On Target Online Portal. If added Wellbeing Empower coaching is available	UMR likes to take a customized approach to wellness and prefer to walk through the groups current program to address needs. Live Rewards included. Additional Programs for a fee	UMR likes to take a customized approach to wellness and prefer to walk through the groups current program to address needs. Live Rewards included. Additional Programs for a fee
Centers of Excellence Providers	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	Bariatric, Complex Cancers, Congenital Heart Disease, Infertility, Kidney Disease (clinical support program), Fertility, Spine & Joint Surgeries & Solid Organ - Bone Marrow/Stem Cell Transplant Services - additional pepms apply for each center	Bariatric, Complex Cancers, Congenital Heart Disease, Infertility, Kidney Disease (clinical support program), Fertility, Spine & Joint Surgeries & Solid Organ - Bone Marrow/Stem Cell Transplant Services - additional pepms apply for each center
Bundle Pricing Arrangements	N/A	Do not offer, but willing to further discuss how to coordinate members	Does not have their own, can process bundled pricing-written in providers contract with UHC as a single rate of reimbursement for the bundled service	Does not have their own, can process bundled pricing-written in providers contract with UHC as a single rate of reimbursement for the bundled service
Audit Duplicate Claims (4.3 questionnaire)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Use 7 data elements to check for duplicate charges. Claims greater than \$25,000 are audited- Town can lower this threshold, 73% of claims auto adjudicated.	Use 7 data elements to check for duplicate charges. Claims greater than \$25,000 are audited- Town can lower this threshold, 73% of claims auto adjudicated.
Out of Network Savings/Charge	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Advanced Claim Review - 30% of savings NPC & MNRP - 22% of savings *\$50,000/claim savings cap	Advanced Claim Review - 30% of savings NPC & MNRP - 22% of savings *\$50,000/claim savings cap
Miscellaneous / Notes	*Bank Account to pay claims needs to be open for 12 months. *The run-off claims liability is \$344.88 PEPM	*Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*Network Access Fee Excludes direct contracts *Telemedicine - \$1.25 - add dermatology no addtl cost - Behavioral Health \$0.30 pepm *Year 3 rate \$42.90, Rebate credits remain same Year 2 & 3 *Will assign claims processing/customer service location(s) if named as finalist - 8 national locations (1 in TX) *3 PDL options with different RX credits - Premium PDL rebate shown. (Select \$22 - Select Comprehensive \$27) *Maternity Management - \$0.65 pepm *Interactive Reporting - \$0.40 pepm *Added pricing for dental, STD and vision administration, COBRA and FSA *Implementation: 90 days *Stop Loss interface fee waived is using preferred vendor: BP, Berkley, Optum, QBE, Sun Life, SwissRe, Symetra, Tokio Marine HCC, Voya, Zurich	*Network Access Fee Excludes direct contracts *Telemedicine - \$1.25 - add dermatology no addtl cost - Behavioral Health \$0.30 pepm *Year 3 rate \$42.90, Rebate credits remain same Year 2 & 3 *Will assign claims processing/customer service location(s) if named as finalist - 8 national locations (1 in TX) *Maternity Management - \$0.65 pepm *Interactive Reporting - \$0.40 pepm *Added pricing for dental, STD and vision administration, COBRA and FSA *Implementation: 90 days *Stop Loss interface fee waived is using preferred vendor: BP, Berkley, Optum, QBE, Sun Life, SwissRe, Symetra, Tokio Marine HCC, Voya, Zurich



Town of Prosper Captive Marketing Analysis Effective Date: 1/1/2020

Item 22.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	BevCap Proposed Plan + Envision RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	Open Choice Aetna Network
Set Up Fee / Captive Collateral	N/A	N/A	\$82,718
Renewal Fee	N/A	N/A	N/A
Administration Fees			
Medical Administration - Employee (186)	\$62.42	\$62.42	\$18.00
RX Rebate Credit	(\$32.92)	(\$33.75)	N/A
Stop Loss Interface Fee	Included	Included	\$4.00
Disease Management (BCBS-Wellbeing Enable)	\$4.95	\$4.95	\$4.00
Pre-Certification /Utilization Mgmt (pepm)	Included	Included	\$2.00
Compass / Member Advocate	\$0.00	\$0.00	\$2.00
Telemedicine (24/7 call-a-doc)	\$1.50	\$1.50	\$1.45
Kempton Group	\$4.75	\$4.75	\$0.00
Nurseline	Included	Included	\$3.50
Large Case Management	Included	Included	\$2.00
PPO Access Fee (network) (Aetna & PBM)	Included	Included	\$18.85
Captive Expenses (phia, management, adm., website)	N/A	N/A	\$41.13
Run Out Admin Claim Fee	N/A	N/A	\$5.20
Out of Network Savings PEPM Charge	N/A	N/A	N/A
Total Admin Fees			
	\$40.70	\$39.87	\$102.13
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	1 year- Until 12/31/2020
Total Monthly Admin Fee			
	\$7,570.20	\$7,415.82	\$18,996.18
Annual Admin Fee	\$90,842.40	\$88,989.84	\$227,954.16
Annual Difference	-	(\$1,852.56)	\$137,111.76
% Difference	-	-2.04%	150.93%
Annual Stop Loss Premiums	\$432,494.64	\$445,373.28	\$503,747.52
Annual Liability - Maximum Expected	\$2,350,128.60	\$2,276,662.32	\$2,374,842.48
Annual Total Charges	\$2,873,465.64	\$2,811,025.44	\$3,106,544.16
Annual Difference	-	(\$62,440.20)	\$233,078.52
% Difference	-	-2.17%	8.11%



Town of Prosper Captive Marketing Analysis Effective Date: 1/1/2020

Item 22.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	BevCap Proposed Plan + Envision RX
Run-In	N/A	N/A	N/A
Run-Out	\$20.80 PEPM for 3 months	\$20.56 PEPM for 3 months	Written notification is required to term the captive. 3 months of admin fee (BevCap + Boon Chapman)
Rx Administration	Included in the fee	Included in the fee; no carve out program	Included in the fee; no carve out program
Medical & RX Integration	Included	Included	Included
Allowances/ Credits	N/A	N/A	N/A
COBRA/ HIPAA Administration	N/A	Did not quote	N/A
SPD - Electronic Copy	Included	Included	Included
ID Cards - Customized	Included	Included; third party vendor can be added if approved by BCBS association	Included; third party vendor can be added. Some of the customization is non-negotiable
Accept Eligibility from BenefitFirst	Yes	Yes	Yes
Performance Guarantee	N/A	Not offered	90% of all claims received paid in 10 days or less. / Audit measures: 2% random audit/ Financial: 99%/ Payment: 95%/ Accuracy: 95%
Subrogation	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	No cost - Included in Phia admin fee (\$2.50PEPM)
Wellness Programs	Well On Target Online Portal	Well On Target Online Portal. If added Wellbeing Empower coaching is available	Voluntary biometric screening & wellness: \$100 per employee per year fee (\$18,600 annual)
Centers of Excellence Providers	BlueDistintion Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistintion Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	*Aetna Institutes of Excellence transplant network. Bariatric, Cardiac, Orthopedic surgery
Bundle Pricing Arrangements	N/A	Do not offer, but willing to further discuss how to coordinate members	Boon Chapman will handle the relationship with all vendors worked. They follow the Free Market Medical Association pillars
Audit Duplicate Claims (4.3 questionnaire)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	*Auto-adjudicate less than 40% *Manually audit claims over \$10K
Kempton Group	*\$1,000 per claim fee. This fee is applicable for all claims higher than \$1K	*\$1,000 per claim fee. This fee is applicable for all claims higher than \$1K	*Boon Chapman provides similar services than the Kempton Group. They will not work with Kempton Group.
Out of Network Savings/Charge	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	*Boon Chapman receives 10% of achieved savings
Miscellaneous / Notes	*Bank Account to pay claims needs to be open for 12 months. *The run-off claims liability is \$344.88 PEPM	*Benefits Value Advisor: \$2.95PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*Boon Chapman is the administrator/ Berkley the stop loss carrier / BC Cayman is the Captive Name *Proposal eff date 10/1/19 *Captive Layer: \$250K (27/15 contract) *Collateral Contribution for 1st Yr policy: \$82,718 needs to be funded prior to effective date and paid in cash *Can administer HDHP *IBNR is not factor into the



Town of Prosper

Stop Loss Marketing Analysis

Effective Date: 1/1/2020

Item 22.

Stop Loss Carrier	BCBS Current Plan	BCBS Renewal Plan	BevCap / Berkley Proposed Plan	Cigna Proposed Plan
TPA / Network	BCBS	BCBS	Boon Chapman	Cigna
SPECIFIC RETENTION	\$75,000	\$75,000	\$75,000	\$75,000
Contract	PAID	PAID	24/12	12/15
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates				
Single 88	\$163.71	\$185.67	\$91.42	\$188.09
Family 98	\$163.71	\$185.67	\$319.58	\$188.09
Composite 186	\$163.71	\$185.67	\$211.63	\$188.09
Specific Monthly Premium	\$30,450.06	\$34,534.62	\$39,363.80	\$34,984.74
Specific Annual Premium	\$365,400.72	\$414,415.44	\$472,365.60	\$419,816.88
Aggregate Rate				
Composite	\$30.06	\$13.87	\$14.06	\$8.33
Monthly Accomodation				
Aggregate Monthly Premium	\$5,591.16	\$2,579.82	\$2,615.16	\$1,549.38
Aggregate Annual Premium	\$67,093.92	\$30,957.84	\$31,381.92	\$18,592.56
AGGREGATE RETENTION				
Contract	PAID	PAID	24/12	12/15
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Run-In Limit	n/a	n/a	\$445,283	n/a
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	Unlimited
Corridor	125%	125%	120%	125%
Aggregate Factors				
Single 88	\$1,052.93	\$1,020.01	\$485.16	\$938.81
Family 98	\$1,052.93	\$1,020.01	\$1,583.77	\$938.81
Composite 186	\$1,052.93	\$1,020.01	\$1,064.00	\$938.81
Monthly Attachment Factor	\$195,844.05	\$189,721.86	\$197,903.54	\$174,618.66
Annual Attachment Factor	\$2,350,128.60	\$2,276,662.32	\$2,374,842.48	\$2,095,423.92

TOTAL FIXED COSTS				
Total Monthly Premium	\$36,041.22	\$37,114.44	\$41,978.96	\$36,534.12
Total Annual Premium	\$432,494.64	\$445,373.28	\$503,747.52	\$438,409.44
Annual Difference	-	\$12,878.64	\$71,252.88	\$5,914.80
Percent Difference	-	2.98%	16.47%	1.37%
Total Maximum Liability	\$2,782,623.24	\$2,722,035.60	\$2,878,590.00	\$2,533,833.36
Annual Difference	-	(\$60,587.64)	\$95,966.76	(\$248,789.88)
Percent Difference	-	-2.18%	3.45%	-8.94%

Additional Comments:

Run Off Claim Liability: \$344.48 PEPM for 3 months	*Run Off Claim Liability: \$332.56 PEPM for 3 months *Stop Loss Renewal released 4-9 months prior to effective date: Can be locked in (via written acceptance) up to 45 calendar days after quote is released. After 45 days, this quote becomes illustrative	*Illustrative rates. Need add'l claim data. *Proposal based: losses incurred 10/1/18 - 12/31/20 & paid 10/1/19 - 12/31/20 *No new lasers & rate cap provisions at renewal	*Stop Loss quote contingent on large claims thru 8/31/19
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Town of Prosper
Stop Loss Marketing Analysis - Market Check
\$75,000 - BCBS Administrator
Effective Date: 1/1/2020

Item 22.

Stop Loss Carrier	BCBS Current Plan	BCBS Renewal Plan	TMS Re Proposed Plan	HM - Option 1 Proposed Plan	HM - Option 2 Proposed Plan	QBE - Option 1 Proposed Plan	QBE - Option 2 Proposed Plan
TPA / Network	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS
SPECIFIC RETENTION	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates							
Composite 186	\$163.71	\$185.67	\$183.18	\$205.00	\$218.33	\$194.45	\$208.00
Specific Monthly Premium	\$30,450.06	\$34,534.62	\$34,071.48	\$38,130.00	\$40,609.38	\$36,167.70	\$38,688.00
Specific Annual Premium	\$365,400.72	\$414,415.44	\$408,857.76	\$457,560.00	\$487,312.56	\$434,012.40	\$464,256.00
Aggregate Rate							
Composite	\$30.06	\$13.87	\$14.90	\$11.40	\$11.40	\$6.76	\$6.76
Monthly Accomodation							
Aggregate Monthly Premium	\$5,591.16	\$2,579.82	\$2,771.40	\$2,120.40	\$2,120.40	\$1,257.36	\$1,257.36
Aggregate Annual Premium	\$67,093.92	\$30,957.84	\$33,256.80	\$25,444.80	\$25,444.80	\$15,088.32	\$15,088.32
AGGREGATE RETENTION							
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Run-In Limit	n/a	n/a	n/a	\$362,907	\$362,907	\$421,887	\$421,887
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Corridor	125%	125%	125%	125%	125%	125%	125%
Aggregate Factors							
Composite 186	\$1,052.93	\$1,020.01	\$1,045.06	\$1,027.25	\$1,027.25	\$1,061.51	\$1,061.51
Monthly Attachment Factor	\$195,844.05	\$189,721.86	\$194,381.16	\$191,068.50	\$191,068.50	\$197,440.86	\$197,440.86
Annual Attachment Factor	\$2,350,128.60	\$2,276,662.32	\$2,332,573.92	\$2,292,822.00	\$2,292,822.00	\$2,369,290.32	\$2,369,290.32
TOTAL FIXED COSTS							
Total Monthly Premium	\$36,041.22	\$37,114.44	\$36,842.88	\$40,250.40	\$42,729.78	\$37,425.06	\$39,945.36
Total Annual Premium	\$432,494.64	\$445,373.28	\$442,114.56	\$483,004.80	\$512,757.36	\$449,100.72	\$479,344.32
Annual Difference	-	\$12,878.64	\$9,619.92	\$50,510.16	\$80,262.72	\$16,606.08	\$46,849.68
Percent Difference	-	2.98%	2.22%	11.68%	18.56%	3.84%	10.83%
Total Maximum Liability	\$2,782,623.24	\$2,722,035.60	\$2,774,688.48	\$2,775,826.80	\$2,805,579.36	\$2,818,391.04	\$2,848,634.64
Annual Difference	-	(\$60,587.64)	(\$7,934.76)	(\$6,796.44)	\$22,956.12	\$35,767.80	\$66,011.40
Percent Difference	-	-2.18%	-0.29%	-0.24%	0.82%	1.29%	2.37%
Additional Comments:		<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i> <i>No New Lasers at Renewal with</i> <i>50% rate cap</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i> <i>No New Lasers at Renewal</i> <i>with 50% rate cap</i>



Town of Prosper
Stop Loss Marketing Analysis - Market Check
\$100,000 - BCBS Administrator
Effective Date: 1/1/2020

Item 22.

Stop Loss Carrier	BCBS Current Plan	BCBS Renewal Plan	TMS Re Proposed Plan	HM - Option 1 Proposed Plan	HM - Option 2 Proposed Plan	QBE - Option 1 Proposed Plan	QBE - Option 2 Proposed Plan
TPA / Network	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS
SPECIFIC RETENTION	\$75,000	\$75,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates							
Composite 186	\$163.71	\$185.67	\$145.97	\$164.54	\$175.24	\$158.56	\$169.57
Specific Monthly Premium	\$30,450.06	\$34,534.62	\$27,150.42	\$30,604.44	\$32,594.64	\$29,492.16	\$31,540.02
Specific Annual Premium	\$365,400.72	\$414,415.44	\$325,805.04	\$367,253.28	\$391,135.68	\$353,905.92	\$378,480.24
Aggregate Rate							
Composite	\$30.06	\$13.87	\$18.68	\$12.53	\$12.53	\$8.43	\$8.43
Monthly Accommodation							
Aggregate Monthly Premium	\$5,591.16	\$2,579.82	\$3,474.48	\$2,330.58	\$2,330.58	\$1,567.98	\$1,567.98
Aggregate Annual Premium	\$67,093.92	\$30,957.84	\$41,693.76	\$27,966.96	\$27,966.96	\$18,815.76	\$18,815.76
AGGREGATE RETENTION							
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Run-In Limit	n/a	n/a	n/a	\$375,511	\$375,511	\$426,425	\$426,425
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Corridor	125%	125%	125%	125%	125%	125%	125%
Aggregate Factors							
Composite 186	\$1,052.93	\$1,020.01	\$1,069.44	\$1,071.42	\$1,071.42	\$1,072.93	\$1,072.93
Monthly Attachment Factor	\$195,844.05	\$189,721.86	\$198,915.84	\$199,284.12	\$199,284.12	\$199,564.98	\$199,564.98
Annual Attachment Factor	\$2,350,128.60	\$2,276,662.32	\$2,386,990.08	\$2,391,409.44	\$2,391,409.44	\$2,394,779.76	\$2,394,779.76
TOTAL FIXED COSTS							
Total Monthly Premium	\$36,041.22	\$37,114.44	\$30,624.90	\$32,935.02	\$34,925.22	\$31,060.14	\$33,108.00
Total Annual Premium	\$432,494.64	\$445,373.28	\$367,498.80	\$395,220.24	\$419,102.64	\$372,721.68	\$397,296.00
Annual Difference	-	\$12,878.64	(\$64,995.84)	(\$37,274.40)	(\$13,392.00)	(\$59,772.96)	(\$35,198.64)
Percent Difference	-	2.98%	-15.03%	-8.62%	-3.10%	-13.82%	-8.14%
Total Maximum Liability	\$2,782,623.24	\$2,722,035.60	\$2,754,488.88	\$2,786,629.68	\$2,810,512.08	\$2,767,501.44	\$2,792,075.76
Annual Difference	-	(\$60,587.64)	(\$28,134.36)	\$4,006.44	\$27,888.84	(\$15,121.80)	\$9,452.52
Percent Difference	-	-2.18%	-1.01%	0.14%	1.00%	-0.54%	0.34%

Additional Comments: Pending Large Claim Review Pending Large Claim Review Pending Large Claim Review Pending Large Claim Review
 No New Lasers at Renewal with 50% rate cap Pending Large Claim Review Pending Large Claim Review Pending Large Claim Review
 No New Lasers at Renewal with 50% rate cap



Town of Prosper
Stop Loss Marketing Analysis - Market Check
\$75,000 - UMR Administrator
Effective Date: 1/1/2020

Item 22.

Stop Loss Carrier	BCBS Current Plan	BCBS Renewal Plan	TMS Re Proposed Plan	HM - Option 1 Proposed Plan	HM - Option 2 Proposed Plan	QBE - Option 1 Proposed Plan	QBE - Option 2 Proposed Plan
TPA / Network	BCBS	BCBS	UMR	UMR	UMR	UMR	UMR
SPECIFIC RETENTION	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates							
Composite 186	\$163.71	\$185.67	\$201.18	\$223.66	\$238.20	\$201.23	\$215.25
Specific Monthly Premium	\$30,450.06	\$34,534.62	\$37,419.48	\$41,600.76	\$44,305.20	\$37,428.78	\$40,036.50
Specific Annual Premium	\$365,400.72	\$414,415.44	\$449,033.76	\$499,209.12	\$531,662.40	\$449,145.36	\$480,438.00
Aggregate Rate							
Composite	\$30.06	\$13.87	\$15.66	\$12.31	\$12.31	\$6.97	\$6.97
Monthly Accomodation							
Aggregate Monthly Premium	\$5,591.16	\$2,579.82	\$2,912.76	\$2,289.66	\$2,289.66	\$1,296.42	\$1,296.42
Aggregate Annual Premium	\$67,093.92	\$30,957.84	\$34,953.12	\$27,475.92	\$27,475.92	\$15,557.04	\$15,557.04
AGGREGATE RETENTION							
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Run-In Limit	n/a	n/a	n/a	\$399,199	\$399,199	\$426,425	\$426,425
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Corridor	125%	125%	125%	125%	125%	125%	125%
Aggregate Factors							
Composite 186	\$1,052.93	\$1,020.01	\$1,097.31	\$1,129.98	\$1,129.98	\$1,093.36	\$1,093.36
Monthly Attachment Factor	\$195,844.05	\$189,721.86	\$204,099.66	\$210,176.28	\$210,176.28	\$203,364.96	\$203,364.96
Annual Attachment Factor	\$2,350,128.60	\$2,276,662.32	\$2,449,195.92	\$2,522,115.36	\$2,522,115.36	\$2,440,379.52	\$2,440,379.52
TOTAL FIXED COSTS							
Total Monthly Premium	\$36,041.22	\$37,114.44	\$40,332.24	\$43,890.42	\$46,594.86	\$38,725.20	\$41,332.92
Total Annual Premium	\$432,494.64	\$445,373.28	\$483,986.88	\$526,685.04	\$559,138.32	\$464,702.40	\$495,995.04
Annual Difference	-	\$12,878.64	\$51,492.24	\$94,190.40	\$126,643.68	\$32,207.76	\$63,500.40
Percent Difference	-	2.98%	11.91%	21.78%	29.28%	7.45%	14.68%
Total Maximum Liability	\$2,782,623.24	\$2,722,035.60	\$2,933,182.80	\$3,048,800.40	\$3,081,253.68	\$2,905,081.92	\$2,936,374.56
Annual Difference	-	(\$60,587.64)	\$150,559.56	\$266,177.16	\$298,630.44	\$122,458.68	\$153,751.32
Percent Difference	-	-2.18%	5.41%	9.57%	10.73%	4.40%	5.53%
Additional Comments:		<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>
					<i>No New Lasers at Renewal with 50% rate cap</i>		<i>No New Lasers at Renewal with 50% rate cap</i>



Town of Prosper
Stop Loss Marketing Analysis - Market Check
\$100,000 - UMR Administrator
Effective Date: 1/1/2020

Item 22.

Stop Loss Carrier	BCBS Current Plan	BCBS Renewal Plan	TMS Re Proposed Plan	HM - Option 1 Proposed Plan	HM - Option 2 Proposed Plan	QBE - Option 1 Proposed Plan	QBE - Option 2 Proposed Plan
TPA / Network	BCBS	BCBS	UMR	UMR	UMR	UMR	UMR
SPECIFIC RETENTION	\$75,000	\$75,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates							
Composite 186	\$163.71	\$185.67	\$160.84	\$179.85	\$191.54	\$164.28	\$175.71
Specific Monthly Premium	\$30,450.06	\$34,534.62	\$29,916.24	\$33,452.10	\$35,626.44	\$30,556.08	\$32,682.06
Specific Annual Premium	\$365,400.72	\$414,415.44	\$358,994.88	\$401,425.20	\$427,517.28	\$366,672.96	\$392,184.72
Aggregate Rate							
Composite	\$30.06	\$13.87	\$19.62	\$13.49	\$13.49	\$8.69	\$8.69
Monthly Accomodation							
Aggregate Monthly Premium	\$5,591.16	\$2,579.82	\$3,649.32	\$2,509.14	\$2,509.14	\$1,616.34	\$1,616.34
Aggregate Annual Premium	\$67,093.92	\$30,957.84	\$43,791.84	\$30,109.68	\$30,109.68	\$19,396.08	\$19,396.08
AGGREGATE RETENTION							
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Run-In Limit	n/a	n/a	n/a	\$416,365	\$416,365	\$426,425	\$426,425
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Corridor	125%	125%	125%	125%	125%	125%	125%
Aggregate Factors							
Composite 186	\$1,052.93	\$1,020.01	\$1,122.91	\$1,178.57	\$1,178.57	\$1,105.12	\$1,105.12
Monthly Attachment Factor	\$195,844.05	\$189,721.86	\$208,861.26	\$219,214.02	\$219,214.02	\$205,552.32	\$205,552.32
Annual Attachment Factor	\$2,350,128.60	\$2,276,662.32	\$2,506,335.12	\$2,630,568.24	\$2,630,568.24	\$2,466,627.84	\$2,466,627.84
TOTAL FIXED COSTS							
Total Monthly Premium	\$36,041.22	\$37,114.44	\$33,565.56	\$35,961.24	\$38,135.58	\$32,172.42	\$34,298.40
Total Annual Premium	\$432,494.64	\$445,373.28	\$402,786.72	\$431,534.88	\$457,626.96	\$386,069.04	\$411,580.80
Annual Difference	-	\$12,878.64	(\$29,707.92)	(\$959.76)	\$25,132.32	(\$46,425.60)	(\$20,913.84)
Percent Difference	-	2.98%	-6.87%	-0.22%	5.81%	-10.73%	-4.84%
Total Maximum Liability	\$2,782,623.24	\$2,722,035.60	\$2,909,121.84	\$3,062,103.12	\$3,088,195.20	\$2,852,696.88	\$2,878,208.64
Annual Difference	-	(\$60,587.64)	\$126,498.60	\$279,479.88	\$305,571.96	\$70,073.64	\$95,585.40
Percent Difference	-	-2.18%	4.55%	10.04%	10.98%	2.52%	3.44%

Additional Comments: Pending Large Claim Review Pending Large Claim Review Pending Large Claim Review Pending Large Claim Review No New Lasers at Renewal with 50% rate cap Pending Large Claim Review Pending Large Claim Review No New Lasers at Renewal with 50% rate cap



Disclaimer

The following summary of coverages is to be used only as an overview of each policy written and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

The policy/policies contain conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage has been written as requested.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.

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McGRIFF, SEIBELS & WILLIAMS, INC. COMPENSATION STATEMENT

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- Interest or Investment Income earned on insurance premiums.**
- Expense Allowances or Reimbursements from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.**
- Tier II Commission (sometimes referred to as “extra compensation”) is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.**
- Contingent Commission (sometimes referred to as “profit sharing”) which can be based on profitability, premium volume, premium retention, and/or growth.**

If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any BB&T-owned companies (including retail insurance brokers BB&T Insurance Services, Inc. and BB&T Insurance Services of California, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LP; insurance premium finance company, Prime Rate Premium Finance Corporation, Inc. or affiliates; or BB&T Assurance Company, Ltd.) disclosure of that income will also be included.

McGRIFF, SEIBELS & WILLIAMS, INC. THIRD PARTY DISCLAIMER

From time to time, McGriff, Seibels & Williams, Inc. (“MSW”) may share opinions or content regarding third party entities, third party providers of services, or make referrals to third party products and/or services (“Third Party Entities, Products and/or Services”). Any such opinions or content regarding Third Party Entities, Products and/or Services, or links to third party websites shared or posted on MSW’s website or social media sites do not constitute an endorsement of any third party, individual, organization, service, or product by MSW, nor does such activity indicate an affiliation with or sponsorship by MSW.

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Action
Pharmaceutical
Consulting



RFP #2019-61-A: 2020 PBM Vendor Analysis

Presented by:

Adam Aguilar, Pharmacy Benefit Consultant

Dawn Richardson, Account Executive

PROPRIETARY AND CONFIDENTIAL



McGRIFF, SEIBELS & WILLIAMS, INC.

Vendors Solicited

Item 22.

- Aetna
- AmWins – *Did Not Submit Bid*
- BCBS of Texas
- CapitalRx
- CastiaRx – *Did Not Submit Bid*
- CerpassRx – *Did Not Submit Bid*
- CitizensRx – *Did Not Submit Bid*
- Cigna
- Express Scripts – *Declined to Bid*
- Envolve Pharmacy Solutions – *Did Not Submit Bid*
- Heritage Health Solutions
- MedImpact – *Did Not Submit Bid*
- OptumRx – *Declined to Bid*
- ProAct
- Roundstone Captive – *Declined to Bid*
- Southern Scripts – *Declined to Bid*
- UMR
- WellDyne



Financial Analysis: Traditional

Item 22.

	BCBS TX (CURRENT)	BCBS of TX (PROPOSED)	Aetna	CapitalRx TRADITIONAL	Cigna	Heritage Health Solutions TRADITIONAL	ProAct TRADITIONAL	UMR (Optum)	WellDyneRx TRADITIONAL
Retail 30									
Brand Ingredient Cost	\$132,433	\$130,828	\$131,631	\$132,433	\$129,704	\$132,433	\$131,229	\$131,631	\$133,236
Generic Ingredient Cost	\$72,885	\$81,359	\$71,190	\$58,477	\$90,682	\$67,800	\$67,800	\$72,037	\$67,800
Dispensing Fee	\$3,003	\$3,230	\$2,247	\$2,107	\$3,933	\$2,528	\$2,247	\$1,966	\$2,809
Administrative Fee	\$0	\$0	\$0	\$18,961	\$0	\$0	\$0	\$0	\$0
Retail 90									
Brand Ingredient Cost	\$96,146	\$97,644	\$98,243	\$94,649	\$93,451	\$95,847	\$94,050	\$95,847	\$97,045
Generic Ingredient Cost	\$26,075	\$29,800	\$26,075	\$21,419	\$29,800	\$22,350	\$22,350	\$26,386	\$23,592
Dispensing Fee	\$549	\$619	\$0	\$269	\$753	\$0	\$0	\$108	\$0
Administrative Fee	\$0	\$0	\$0	\$3,632	\$0	\$0	\$0	\$0	\$0
Mail Order Service									
Brand Ingredient Cost	\$7,676	\$7,676	\$7,434	\$7,338	\$7,531	\$7,338	\$7,338	\$7,386	\$7,628
Generic Ingredient Cost	\$3,834	\$4,382	\$4,163	\$3,724	\$5,258	\$3,724	\$3,943	\$4,217	\$3,943
Dispensing Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Administrative Fee	\$0	\$0	\$0	\$203	\$0	\$0	\$0	\$0	\$0
Specialty									
Brand Ingredient Cost	\$271,978	\$271,978	\$280,170	\$278,532	\$278,532	\$270,340	\$276,893	\$271,978	\$271,978
Generic Ingredient Cost	\$28	\$28	\$29	\$29	\$29	\$28	\$29	\$28	\$28
Dispensing Fee	\$7	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Administrative Fee	\$0	\$0	\$0	\$223	\$0	\$0	\$0	\$0	\$0
Projected Cost - Before Rebates	\$614,615	\$627,545	\$621,182	\$621,995	\$639,673	\$602,388	\$605,880	\$611,584	\$608,059
\$ Difference From Baseline - Before Rebates		\$12,930	\$6,568	\$7,380	\$25,059	(\$12,226)	(\$8,735)	(\$3,030)	(\$6,556)
% Difference From Baseline - Before Rebates		2.10%	1.07%	1.20%	4.08%	-1.99%	-1.42%	-0.49%	-1.07%
Rebates									
Rebate Revenue	\$0	(\$75,330)	(\$69,605)	(\$143,930)	\$0	(\$101,350)	(\$126,219)	(\$11,776)	(\$79,590)
APC Comp	\$0	\$10,060	\$10,060	\$0	\$10,060	\$0	\$0	\$10,060	\$0
Projected Cost - After Rebates	\$614,615	\$562,274	\$561,636	\$478,065	\$649,733	\$501,038	\$479,661	\$609,868	\$528,469
\$ Difference From Baseline - After Rebates		(\$52,340)	(\$52,978)	(\$136,550)	\$35,118	(\$113,576)	(\$134,954)	(\$4,747)	(\$86,146)
Annualized - \$ Difference from Baseline - After Rebates									
% Difference From Baseline - After Rebates		-8.52%	-8.62%	-22.22%	5.71%	-18.48%	-21.96%	-0.77%	-14.02%

This pricing is based on a 3-year agreement.

This analysis should not be construed as a guarantee of savings. It is an assumption based on Rx claims: 01.2018-12.2018

Rebate Estimates Include Specialty Rebates; Calculated Using Brand Specialty Claim Count Filled During Rx Claims Period.

Action Pharmaceutical Consulting's Compensation is included in the pricing quote.

Aetna

Item 22.

Estimated Savings After Rebates: -8.62%, -\$52,978
Formulary Disruption: Unknown

Pros:

- ✓ Offering a 1-Year Term Through 12/31/2020
- ✓ Owns Mail and Specialty Pharmacy's

Cons:

- ✗ Discounts are not Locked in for Three Years
- ✗ Did not Respond to Pharmacy RFP; Provided Carve-In Quote Through Medical RFP
- ✗ Pricing Assumes Aetna Administers both Medical and Pharmacy Benefits
- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ Single Source Generics are Not Included in Overall Generic Discount; Brand Discount
- ✗ Discounts and Dispensing Fee's Quoted are Not Guaranteed
- ✗ Some Preferred Brands will Process at Tier 1, Generic Copay Tier
- ✗ No Grace Fills at Retail for Specialty Medications

BCBS of Texas (Prime Therapeutics)

Item 22.

Estimated Savings After Rebates: -8.52%, -\$52,340

Formulary Disruption: None

Pros:

- ✓ No Member Disruption or Re-Card
- ✓ Ability to Offer Narrow Network w/ Deeper Discounts; CVS Excluded
- ✓ 100% of Desktop Audit Recoveries Credited to the Plan
- ✓ Owns Specialty and Mail Order Pharmacy's Through Partnership with Walgreens and Prime Therapeutics
- ✓ Stand Alone Specialty Call Center
- ✓ Specialty Supplies Included with Quote
- ✓ Split-Fill Program at Specialty
- ✓ Assumes Cost of Lost Specialty Medications
- ✓ Ingredient Level Processing on Compounds
- ✓ Loading of Historical Data Included in Quote
- ✓ Clinical and Administrative Prior Authorizations are Included with Quote

Cons:

- ✗ Carve-In Quote; Prime Therapeutics Required PBM
- ✗ Single Source Generics or Generics with 3 or Less Manufacturers Discounted as Brand
- ✗ Deviations to Terms and Definitions Not Notated in Response; BCBS Standard ASA Agreement Required
- ✗ 75% of Field Audit Recoveries Credited to the Plan
- ✗ Oral HIV and Transplant Medications Not Considered Specialty; No Specialty PA Attached
- ✗ Offering a PEPM Rebate Credit; Rebates Received Above Credit Retained by BCBS
- ✗ \$3,500 Annual Fee for Blue Insight Online Reporting Access
- ✗ Did Not Provide References; Cited Incumbent as Reason

CapitalRx

Item 22.

Estimated Savings After Rebates: -22.22%, -\$136,550
Formulary Disruption: 73.02% None, 19.24% Negative, 7.73% Excluded

Pros:

- ✓ Ability to Offer Narrow Network w/ Deeper Discounts; CVS or Walmart Excluded
- ✓ Standard 80% of Audit Recoveries Credited to the Plan
- ✓ Covers Cost of Lost Specialty Medications
- ✓ Offers a Copay Card Accumulator Program with \$\$ Credited to the Plan; \$50/Claim
- ✓ Ingredient Level Processing on Compounds
- ✓ Compound Dispense Fee's Determined by Pharmacy and Passed Thru to Plan
- ✓ Loading of Historical Data Included in Quote
- ✓ Offering a \$1,000 Implementation Allowance w/ \$500 Annual Maintenance Allowance
- ✓ Administrative Prior Authorizations \$0
- ✓ Clinical Prior Authorizations \$35; Lower Than Industry Standard of \$50
- ✓ Online Reporting Access

Cons:

- ✗ Pass Thru Pricing with \$6.75 Per Claim Admin Fee
- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ Does Not Own Mail or Specialty Pharmacy; Contracts with MagellanRx and Walmart
- ✗ Specialty Supplies not Included in Pricing
- ✗ Specialty Call Center is not Stand-Alone; Integrated with Member Services Center
- ✗ Oral HIV and Transplant Medications Not Considered Specialty; No Specialty PA Attached
- ✗ Does not Currently have Split-Fill Program at Specialty; Can Build Based on Town Parameters
- ✗ Compound Dispense Fee's Determined by Pharmacy and Passed Thru to Plan
- ✗ Member ID Cards \$0.75 Per Card, New & Replacement; Can Be Offset with Implementation Credit

Estimated Costs Above Current After Rebates: +5.71%, +\$35,118

Formulary Disruption: 86.07% None, 3.94% Non-Preferred, 5.23% Not Covered (OTC PPI/NSA), 2.38% Excluded

Pros:

- ✓ Current Vendor Relationship as Dental Provider
- ✓ Owns Specialty and Mail Order Pharmacies; Accredo through ESI
- ✓ Stand Alone Specialty Call Center
- ✓ Specialty Supplies Included with Quote
- ✓ Split-Fill Program at Specialty
- ✓ Assumes Cost of Lost Specialty Medications
- ✓ Ingredient Level Processing on Compounds
- ✓ Loading of Historical Data Included in Quote
- ✓ Clinical and Administrative Prior Authorizations are Included with Quote
- ✓ \$10,000 Implementation Credit with Copy of a Paid Invoice
- ✓ Online Reporting Access; Cigna Access
- ✓ \$100,000 Transitional Credit with Offer

Cons:

- ✗ Cannot Carve-Out; Must Adopt Medical, Prescription and Stop-Loss
- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ Did not Agree to Overall Generic Effective Rate
- ✗ Quoted Discounts are Estimates, Not Guaranteed
- ✗ Walgreens and Sam's Club Required Exclusion from Retail 90 Network
- ✗ 30% of Audit Recoveries Maintained by Cigna; Industry Standard is 20%
- ✗ Compound Dispensing Fee's \$10/Claim
- ✗ Does Not Offer Specialty Rebates
- ✗ Agreed to Terms and Conditions w/Caveats; Cigna Standard ASO Agreement Required
 - ✗ Dispute Resolution, Brand Drug Definition, Generic Drug Definition, PG Reconciliation Process, Rebates
- ✗ Did not Include References; Available if Selected as Finalist
- ✗ Initial Deposit Required Prior to Go-Live

Heritage Health Solutions

Item 22.

Estimated Savings After Rebates: -18.48%, -\$113,576
Formulary Disruption: Unknown

Pros:

- ✓ Agreed to Overall Generic Effective Rate
- ✓ 80% of Audit Recoveries Credited to the Plan
- ✓ Stand Alone Specialty Call Center Thru Briova
- ✓ Specialty Supplies Included with Quote
- ✓ Split-Fill Program at Specialty
- ✓ Assumes Cost of Lost Specialty Medications if Confirmed Delivery Issue
- ✓ Offers a Copay Card Accumulator Program
- ✓ Ingredient Level Processing on Compounds
- ✓ Loading of Historical Data Included in Quote
- ✓ Offering a \$4 Per Member Implementation Credit with Submitted Invoice
- ✓ Administrative Prior Authorizations \$0
- ✓ Clinical Prior Authorizations \$45; Lower Than Industry Standard of \$50

Cons:

- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ Retail 90 Requires Choice of CVS Exclusive or Walgreens Exclusive; All Other Pharmacies Excluded
- ✗ Does Not Own Specialty or Mail Order; Briova Specialty & Optum Mail Order
- ✗ Compound Dispensing Fee's \$10/Claim
- ✗ Not Able to Provide Ingredient Level Compound Reporting
- ✗ Any Rebates Earned Above Minimum Guarantee Retained by Heritage
- ✗ DUR Included, RDUR Charged at \$0.27 PMPM if Elected
- ✗ Does not Currently Have Online Reporting Access
- ✗ Did not Provide Formulary Disruption; Requires a Detailed Claims Data Report

ProAct Rx

Item 22.

Estimated Savings After Rebates: -21.96%, -\$134,954
Formulary Disruption: Unknown

Pros:

- ✓ Agreed to Overall Generic Effective Rate
- ✓ Can Offer Narrow Pharmacy Network with Deeper Discounts; Excludes CVS & Target
- ✓ 80% of Audit Recoveries Credited to the Plan
- ✓ International Mail Order Program Available w/Cost Savings to the Plan & Member
- ✓ Owns Specialty Pharmacy; Noble Health Services
- ✓ Stand Alone Specialty Call Center
- ✓ Specialty Supplies Included with Quote
- ✓ Split-Fill Program at Specialty
- ✓ Assumes Cost of Lost Specialty Medications if Confirmed Delivery Issue
- ✓ Offers a Copay Card Accumulator Program
- ✓ Ingredient Level Processing on Compounds
- ✓ Compound Dispense Fee's Same as Channel Guarantee
- ✓ Offering a \$4 Per Member Implementation Credit with Submitted Invoice
- ✓ 90% of Rebates Earned Above Guarantee are Passed on to the Plan
- ✓ Administrative Prior Authorizations \$0; Clinical Prior Authorizations \$40; Lower Than Industry Standard of \$50
- ✓ Online Reporting Access
- ✓ Privately Held Company

Cons:

- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ Loading of Historical Data \$5,000; One-Time Cost Not Retained by ProAct – Can Use Implementation Credit to Offset Cost
- ✗ RFP Not Submitted Originally as Town Required; Updated Response Provided
- ✗ Did not Provide Formulary Disruption; Requires a Detailed Claims Data Report

UMR (OptumRx)

Item 22.

Estimated Savings After Rebates: -0.77%, -\$4,747
Formulary Disruption: No Disruption 92.0%, Non-Formulary 8.0%

Pros:

- ✓ Can Offer Narrow Pharmacy Network with Deeper Discounts; Excludes CVS or Walgreens
- ✓ 80% of Audit Recoveries Credited to the Plan
- ✓ Owns Specialty & Mail Order Pharmacy's
- ✓ Stand Alone Specialty Call Center (Briova)
- ✓ Specialty Supplies Included with Quote
- ✓ Split-Fill Program at Specialty
- ✓ Assumes Cost of Lost Specialty Medications if Confirmed Delivery Issue
- ✓ Offers a Copay Card Accumulator Program
- ✓ Ingredient Level Processing on Compounds
- ✓ Loading of Historical Data at No Cost to the Plan
- ✓ Clinical and Administrative Prior Authorizations Included in Cost
- ✓ Online Reporting Access
- ✓ Strong Clinical Programs

Cons:

- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ Did not Agree to Overall Generic Effective Rate
- ✗ Compound Claim Dispensing Fee's are \$7.50/Claim
- ✗ No Implementation Credit Offered in RFP
- ✗ Rebates Offered are Offset with Rebate Fee Credit to Medical
- ✗ Agreed to Terms & Conditions with Caveats; Caveats Not Outlined in Response
- ✗ Assigned Staff and References Only Available if Selected as a Finalist

WellDyne Rx

Item 22.

Estimated Savings After Rebates: -14.02%, -\$86,146

Formulary Disruption: No Disruption 98.70%, Non-Formulary 0.83%, Excluded 0.47%

Pros:

- ✓ Privately Held Company
- ✓ Owns Specialty & Mail Order Pharmacy's
- ✓ Stand Alone Specialty Call Center; US Specialty Care
- ✓ Partial Fill Program
- ✓ Offers a Copay Card Accumulator Program with \$\$ Credited to the Plan
- ✓ Strong Clinical Programs

Cons:

- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ RFP Questionnaire Not Submitted; Unable to Provide by Deadline on Follow-Up
- ✗ Firm Information, Product/Service Information, References, & Proof of Insurance Not Submitted; Unable to Provide by Deadline on Follow-Up

APC Recommendations

Item 22.

■ ProAct Rx

- Well known in the market place and manages over half-million member lives
- Provided second largest estimated savings at 21%

■ WellDyne Rx

- Larger PBM with new Upper Management
- Provided the second largest savings at 14%

■ Capital Rx

- Provided largest estimated savings of any vendor at 22%





Q&A

Repricing Analysis - Shared Records

Town of Prosper

Item 22.

This report compares all shared records between all carriers. Some carriers excluded more records than others which can be seen on the "Excluded Records" line. To view disruption based on non-excluded records for each individual carrier, refer to the other disruption report.

All Records	Claims	Pre-Discount	Excluded Records*	Claims	Pre-Discount	Included Record	Claims	Pre-Discount
Inpatient Hospital	380	\$475,639.41	Inpatient Hospital	72	\$59,923.18	Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	2,271	\$1,425,765.96	Outpatient Hospital	361	\$90,533.59	Outpatient Hospital	1,910	\$1,335,232.37
Office	11,224	\$1,103,744.13	Office	2,729	\$17,533.19	Office	8,495	\$1,086,210.94
Other	602	\$521,616.83	Other	75	\$10,897.98	Other	527	\$510,718.85
Total	14,477	\$3,526,766.33	Total	3,237	\$178,887.94	Total	11,240	\$3,347,878.39

*Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.

BCBS	Inpatient Hospital	Outpatient Hospital	Office	All Other	Total
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Pre-Discount Claims In-Network	\$415,716.23	\$1,149,694.45	\$1,029,045.59	\$404,711.95	\$2,999,168.22
Repriced Claims In-Network	\$184,617.41	\$493,976.42	\$399,991.79	\$168,145.34	\$1,246,730.97
Discount Percentage	55.59%	57.03%	61.13%	58.45%	58.43%
Pre-Discount Claims Out-of-Network	\$0.00	\$185,537.92	\$57,165.35	\$106,006.90	\$348,710.17
Repriced Claims Out-of-Network	\$0.00	\$37,993.00	\$23,900.55	\$23,975.56	\$85,869.11
Discount Percentage	0.00%	79.52%	58.19%	77.38%	75.38%
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Repriced Claims	\$184,617.41	\$531,969.42	\$423,892.34	\$192,120.91	\$1,332,600.08
Discount Percentage	55.59%	60.16%	60.98%	62.38%	60.20%

Bevcap	Total
Pre-Discount Claims	\$3,347,878.39
Pre-Discount Claims In-Network	\$3,279,115.05
Repriced Claims In-Network	\$1,557,579.65
Discount Percentage	52.50%
Pre-Discount Claims	\$3,279,115.05
Repriced Claims	\$1,557,579.65
Discount Percentage	52.50%

*Bevcap repricing data was provided in summary format. Bevcap did not reprice out of network claims

Repricing Analysis - Shared Records

Town of Prosper

Item 22.

This report compares all shared records between all carriers. Some carriers excluded more records than others which can be seen on the "Excluded Records" line. To view disruption based on non-excluded records for each individual carrier, refer to the other disruption report.

All Records	Claims	Pre-Discount	Excluded Records*	Claims	Pre-Discount	Included Record	Claims	Pre-Discount
Inpatient Hospital	380	\$475,639.41	Inpatient Hospital	72	\$59,923.18	Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	2,271	\$1,425,765.96	Outpatient Hospital	361	\$90,533.59	Outpatient Hospital	1,910	\$1,335,232.37
Office	11,224	\$1,103,744.13	Office	2,729	\$17,533.19	Office	8,495	\$1,086,210.94
Other	602	\$521,616.83	Other	75	\$10,897.98	Other	527	\$510,718.85
Total	14,477	\$3,526,766.33	Total	3,237	\$178,887.94	Total	11,240	\$3,347,878.39

*Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.

Cigna	Inpatient Hospital	Outpatient Hospital	Office	All Other	Total
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Pre-Discount Claims In-Network	\$414,970.23	\$1,331,162.28	\$980,251.19	\$502,257.00	\$3,228,640.70
Repriced Claims In-Network	\$188,509.93	\$550,109.67	\$397,871.78	\$186,131.34	\$1,322,622.72
Discount Percentage	54.57%	58.67%	59.41%	62.94%	59.03%
Pre-Discount Claims Out-of-Network	\$746.00	\$4,070.09	\$105,959.75	\$8,461.85	\$119,237.69
Repriced Claims Out-of-Network	\$433.59	\$2,365.62	\$61,985.03	\$4,935.07	\$69,719.31
Discount Percentage	41.88%	41.88%	41.50%	41.68%	41.53%
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Repriced Claims	\$188,943.52	\$552,475.29	\$459,856.81	\$191,066.40	\$1,392,342.03
Discount Percentage	54.55%	58.62%	57.66%	62.59%	58.41%

Maestro	Inpatient Hospital	Outpatient Hospital	Office	All Other	Total
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Pre-Discount Claims In-Network	\$414,970.23	\$1,325,592.28	\$978,186.19	\$470,083.65	\$3,188,832.35
Repriced Claims In-Network	\$225,328.83	\$544,818.43	\$416,707.32	\$212,007.73	\$1,398,862.31
Discount Percentage	45.70%	58.90%	57.40%	54.90%	56.13%
Pre-Discount Claims Out-of-Network	\$746.00	\$9,640.09	\$108,024.75	\$40,635.20	\$159,046.04
Repriced Claims Out-of-Network	\$405.08	\$3,962.08	\$46,018.54	\$18,326.48	\$68,712.17
Discount Percentage	45.70%	58.90%	57.40%	54.90%	56.80%
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Repriced Claims	\$225,733.91	\$548,780.50	\$462,725.86	\$230,334.20	\$1,467,574.48
Discount Percentage	45.70%	58.90%	57.40%	54.90%	

*Maestro repricing data was provided in summary format

Repricing Analysis - Shared Records

Town of Prosper

Item 22.

This report compares all shared records between all carriers. Some carriers excluded more records than others which can be seen on the "Excluded Records" line. To view disruption based on non-excluded records for each individual carrier, refer to the other disruption report.

All Records	Claims	Pre-Discount	Excluded Records*	Claims	Pre-Discount	Included Record	Claims	Pre-Discount
Inpatient Hospital	380	\$475,639.41	Inpatient Hospital	72	\$59,923.18	Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	2,271	\$1,425,765.96	Outpatient Hospital	361	\$90,533.59	Outpatient Hospital	1,910	\$1,335,232.37
Office	11,224	\$1,103,744.13	Office	2,729	\$17,533.19	Office	8,495	\$1,086,210.94
Other	602	\$521,616.83	Other	75	\$10,897.98	Other	527	\$510,718.85
Total	14,477	\$3,526,766.33	Total	3,237	\$178,887.94	Total	11,240	\$3,347,878.39

**Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.*

UHC	Inpatient Hospital	Outpatient Hospital	Office	All Other	Total
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Pre-Discount Claims In-Network	\$413,916.23	\$1,247,780.61	\$1,005,701.04	\$401,562.06	\$3,068,959.94
Repriced Claims In-Network	\$215,775.42	\$515,411.33	\$425,657.61	\$144,479.93	\$1,301,324.29
Discount Percentage	47.87%	58.69%	57.68%	64.02%	57.60%
Pre-Discount Claims Out-of-Network	\$1,800.00	\$87,451.76	\$80,509.90	\$109,156.79	\$278,918.45
Repriced Claims Out-of-Network	\$848.57	\$39,837.83	\$34,979.67	\$30,288.22	\$105,954.29
Discount Percentage	52.86%	54.45%	56.55%	72.25%	62.01%
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Repriced Claims	\$216,623.99	\$555,249.16	\$460,637.28	\$174,768.15	\$1,407,278.58
Discount Percentage	47.89%	58.42%	57.59%	65.78%	57.97%

Disruption Analysis - Shared Records

Town of Prosper

Item 22.

This report compares all shared records between all carriers. Some carriers excluded more records than others which can be seen on the "Excluded Records" line. To view disruption based on non-excluded records for each individual carrier, refer to the other disruption report.

All Records	Claims	Pre-Discount	Excluded Records*	Claims	Pre-Discount	Included Record	Claims	Pre-Discount
Inpatient Hospital	380	\$475,639.41	Inpatient Hospital	72	\$59,923.18	Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	2,271	\$1,425,765.96	Outpatient Hospital	361	\$90,533.59	Outpatient Hospital	1,910	\$1,335,232.37
Office	11,224	\$1,103,744.13	Office	2,729	\$17,533.19	Office	8,495	\$1,086,210.94
Other	602	\$521,616.83	Other	75	\$10,897.98	Other	527	\$510,718.85
Total	14,477	\$3,526,766.33	Total	3,237	\$178,887.94	Total	11,240	\$3,347,878.39

**Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.*

BCBS			Aetna			Bevcap		
	Claims	Pre-Discount		Claims	Pre-Discount		Claims	Pre-Discount
Excluded Records	136	\$44,976.64	Excluded Records	193	\$122,574.68	Excluded Records	193	\$122,574.68
Percent Excluded	0.94%	1.28%	Percent Excluded	1.33%	3.48%	Percent Excluded	1.33%	3.48%
In-Network			In-Network			In-Network		
Inpatient Hospital	308	\$415,716.23	Inpatient Hospital	306	\$414,970.23	Inpatient Hospital	306	\$414,970.23
Outpatient Hospital	1,749	\$1,149,694.45	Outpatient Hospital	1,829	\$1,308,328.73	Outpatient Hospital	1,829	\$1,308,328.73
Office	7,942	\$1,029,045.59	Office	8,362	\$1,075,684.62	Office	8,180	\$1,065,210.02
Other	436	\$404,711.95	Other	522	\$503,392.07	Other	507	\$490,606.07
Total	10,435	\$2,999,168.22	Total	11,019	\$3,302,375.65	Total	10,822	\$3,279,115.05
Pct. In-Network			Pct. In-Network			Pct. In-Network		
Inpatient Hospital	100.00%	100.00%	Inpatient Hospital	99.35%	99.82%	Inpatient Hospital	99.35%	99.82%
Outpatient Hospital	91.57%	86.10%	Outpatient Hospital	95.76%	97.99%	Outpatient Hospital	95.76%	97.99%
Office	93.49%	94.74%	Office	98.43%	99.03%	Office	96.29%	98.07%
Other	82.73%	79.24%	Other	99.05%	98.57%	Other	96.20%	96.06%
Total	92.84%	89.58%	Total	98.03%	98.64%	Total	96.28%	97.95%

Disruption Analysis - Shared Records

Town of Prosper

Item 22.

This report compares all shared records between all carriers. Some carriers excluded more records than others which can be seen on the "Excluded Records" line. To view disruption based on non-excluded records for each individual carrier, refer to the other disruption report.

All Records	Claims	Pre-Discount	Excluded Records*	Claims	Pre-Discount	Included Record	Claims	Pre-Discount
Inpatient Hospital	380	\$475,639.41	Inpatient Hospital	72	\$59,923.18	Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	2,271	\$1,425,765.96	Outpatient Hospital	361	\$90,533.59	Outpatient Hospital	1,910	\$1,335,232.37
Office	11,224	\$1,103,744.13	Office	2,729	\$17,533.19	Office	8,495	\$1,086,210.94
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Total	14,477	\$3,526,766.33	Total	3,237	\$178,887.94	Total	11,240	\$3,347,878.39

**Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.*

Cigna			Maestro			UHC		
	Claims	Pre-Discount		Claims	Pre-Discount		Claims	Pre-Discount
Excluded Records	-	\$0.00	Excluded Records	32	\$1,644.86	Excluded Records	3,039	\$13,007.06
Percent Excluded	0.00%	0.00%	Percent Excluded	0.22%	0.05%	Percent Excluded	20.99%	0.37%
In-Network	Claims	Pre-Discount	In-Network	Claims	Pre-Discount	In-Network	Claims	Pre-Discount
Inpatient Hospital	306	\$414,970.23	Inpatient Hospital	306	\$414,970.23	Inpatient Hospital	303	\$413,916.23
Outpatient Hospital	1,859	\$1,331,162.28	Outpatient Hospital	1,856	\$1,325,592.28	Outpatient Hospital	1,814	\$1,247,780.61
Office	7,393	\$980,251.19	Office	7,379	\$978,186.19	Office	7,632	\$1,005,701.04
Other	517	\$502,257.00	Other	486	\$470,083.65	Other	438	\$401,562.06
Total	10,075	\$3,228,640.70	Total	10,027	\$3,188,832.35	Total	10,187	\$3,068,959.94
Pct. In-Network	Claims	Pre-Discount	Pct. In-Network	Claims	Pre-Discount	Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	99.35%	99.82%	Inpatient Hospital	99.35%	99.82%	Inpatient Hospital	98.38%	99.57%
Outpatient Hospital	97.33%	99.70%	Outpatient Hospital	97.17%	99.28%	Outpatient Hospital	94.97%	93.45%
Office	87.03%	90.25%	Office	86.86%	90.05%	Office	89.84%	92.59%
Other	98.10%	98.34%	Other	92.22%	92.04%	Other	83.11%	78.63%
Total	89.64%	96.44%	Total	89.21%	95.25%	Total	90.63%	91.67%



Town of Prosper – Best and Final Offer Summary

Below are the highlights of the responses from the vendors selected for the Best and Final Offer (BAFO) process.

Even with the strong financial response from Blue Cross Blue Shield, it is McGriff's recommendation that we still consider a move to UMR (United Healthcare) and Pro Act Rx (carving out PBM).

This recommendation more closely aligns with the long term objectives of Town of Prosper:

- 1.) Control of Pharmacy Benefit Management Contract (PBM)**
- 2.) Less Auto Adjudication of Claims**
- 3.) Better Case Management Engagement and Reporting**
- 4.) Ability to remove Out of Network (OON) Benefits without changing networks**

RFP - #2019-63-A

1.) Blue Cross Blue Shield of Texas

- Reduced administration fee by \$2.00 PEPM - \$4,464 reduction based on 186 employees
- Added wellness credit of \$15,000 and will take full reduction off administration fees on February Bill
- Added additional \$15,000 credit to be used at client's discretion and will take full reduction off administration fees on February Bill
- Offered an HMO network option in order to eliminate Out-of-Network Benefits (OON)

2.) UMR (United Healthcare)

- Two month premium holiday totaling \$19,273.32 in administrative fee credits

- Added wellness credit of \$5,000 to help pay for Online Health Risk Assessment (HRA) and other items if money left over.
- Added standard performance guarantees around claim administration services.

RFP #2019-61-A

1.) Prime Rx (carved in through Blue Cross)

- Offered a Performance Select Formulary under “BAFO 2” with a more restrictive formulary but increases rebate credits back to client. (Disruption to current utilization appears to be minimal).

2.) Pro Act Rx

- Improved Mail Order pharmacy discounts by 1% for Brand and Generic medications.

Lance Pendley
Senior Vice President – Employee Benefits



MCGRIFF, SEIBELS & WILLIAMS, INC.

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Town of Prosper Executive Summary Effective Date: 1/1/2020

Item 22.

ASO Administrator	BCBS Current Plan (Carve In)	BCBS Renewal Plan (Carve In)	BCBS BAFO 1 Renewal Plan (Carve In)	BCBS BAFO 2 Renewal Plan (Carve In)	UMR Proposed Plan (Carve Out)	UMR BAFO Proposed Plan (Carve Out)
PBM Administrator	Prime RX	Prime RX	Prime RX	Prime RX	ProAct RX	ProAct RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	BlueChoice PPO Network	BlueChoice PPO Network	UHC Choice Plus Network	UHC Choice Plus Network
Annual ASO Admin. Fees (186)	\$76,892.40	\$75,039.84	\$70,575.84	\$54,974.16	\$126,799.92	\$115,639.92
Medical Repricing Claims Estimate	\$1,039,230.20	\$1,093,974.92	\$1,093,974.92	\$1,093,974.92	\$1,118,370.56	\$1,118,370.56
RX Claims	\$489,938.47	\$529,133.55	\$529,133.55	\$529,133.55	\$521,196.55	\$521,196.55
Projected Rebates	-	-	-	-	(\$126,219.00)	(\$126,219.00)
Wellness Credit - One Time	\$0.00	\$0.00	(\$15,000.00)	(\$15,000.00)	-	(\$5,000.00)
Run Out Admin Claims	-	-	-	-	\$11,606.40	\$11,606.40
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	1 year- Until 12/31/2020	1 year- Until 12/31/2020	2 years- Until 12/31/2021	2 years- Until 12/31/2021
Estimated Total Annual Cost	\$1,606,061.07	\$1,698,148.31	\$1,678,684.31	\$1,663,082.63	\$1,651,754.43	\$1,635,594.43
One time credit in Jan/Feb bill	-	-	(\$15,000.00)	(\$15,000.00)	-	(\$19,273.32)
\$ Combined Difference over Current		\$92,087.24	\$57,623.24	\$42,021.56	\$45,693.36	\$10,260.04
Combined Percent over Current (Total)		5.73%	3.59%	2.62%	2.85%	0.64%
\$ Combined Difference over Renewal			(\$19,464.00)	(\$35,065.68)	(\$46,393.88)	(\$62,553.88)
Combined Percent over Renewal (Total)			-1.15%	-2.06%	-2.73%	-3.68%

This executive summary assumes the following:

* Medical claims trended at 6% and repricing from carriers factored in.

* Pharmacy claims trended at 10% and repricing from APC factored in.

* Stop Loss cost is not factored in this analysis. RFP will go out late October.

*IBNR (2.5 months of Medical & 0.5 months for RX): \$495,125.95

*BCBS BAFO1: One time wellness credit of \$15K. There will be an additional \$15,000 admin credit for the February bill.

*BCBS BAFO2: One time wellness credit of \$15K. Performance Select Prescription Drug Rebate offered (It is a more restrictive formulary). There will be an additional \$15,000 admin credit for the February bill.

*UMR BAFO: One time wellness credit of \$5K. Performance Guarantee offered. One time fee: 2 months of UMR standard Medical Admin Fee waive - estimated amount \$19,273.32. No stop loss integration fee, if selected a prefer vendor.



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 22.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	BlueCross BlueShield BAFO 1 Renewal Plan + Prime RX	BlueCross BlueShield BAFO 2 Renewal Plan + Prime RX	UMR (Carve Out) Proposed Plan + ProAct RX	UMR (Carve Out) BAFO Proposed Plan + ProAct RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	BlueChoice PPO Network	BlueChoice PPO Network	UHC Choice Plus Network	UHC Choice Plus Network
Set Up Fee / Captive Collateral	N/A	N/A	N/A	N/A	N/A	N/A
Renewal Fee	N/A	N/A	N/A	N/A	N/A	N/A
Administration Fees						
Medical Administration - Employee (186)	\$62.42	\$62.42	\$60.42	\$60.42	\$40.46	\$40.46
RX Rebate Credit	(\$32.92)	(\$33.75)	(\$33.75)	(\$40.74)	\$0.00	\$0.00
Stop Loss Interface Fee	Included	Included	Included	Included	\$5.00	\$0.00
Disease Management (BCBS-Wellbeing Enable)	\$4.95	\$4.95	\$4.95	\$4.95	\$3.85	\$3.85
Pre-Certification /Utilization Mgmt (pepm)	Included	Included	Included	Included	Included	Included
Nurse line	Included	Included	Included	Included	\$0.50	\$0.50
Large Case Management	Included	Included	Included	Included	Included	Included
PPO Access Fee (network)	Included	Included	Included	Included	Included	Included
Out of Network Savings PEPM Charge	N/A	N/A	N/A	N/A	\$4.00	\$4.00
External PBM Interface Fee	N/A	N/A	N/A	N/A	\$3.00	\$3.00
Total Admin Fees	\$34.45	\$33.62	\$31.62	\$24.63	\$56.81	\$51.81
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	1 year- Until 12/31/2020	1 year- Until 12/31/2020	2 years- Until 12/31/2021	2 years- Until 12/31/2021
Total Monthly Admin Fee	\$6,407.70	\$6,253.32	\$5,881.32	\$4,581.18	\$10,566.66	\$9,636.66
Annual Admin Fee	\$76,892.40	\$75,039.84	\$70,575.84	\$54,974.16	\$126,799.92	\$115,639.92
One time Wellness Credit & Admin Fee Waive	-	-	(\$30,000.00)	(\$30,000.00)	-	(\$24,273.32)
Admin total after Credit	\$76,892.40	\$75,039.84	\$40,575.84	\$24,974.16	\$126,799.92	\$91,366.60
Annual Difference	-	(\$1,852.56)	(\$36,316.56)	(\$51,918.24)	\$49,907.52	\$14,474.20
% Difference	-	-2.41%	-47.23%	-67.52%	64.91%	18.82%
RX Expected Rebates	\$0.00	\$0.00	\$0.00	\$0.00	(\$126,219.00)	(\$126,219.00)
Projected Cost After Rebates	\$76,892.40	\$75,039.84	\$40,575.84	\$24,974.16	\$580.92	(\$34,852.40)
Annual Difference	-	(\$1,852.56)	(\$36,316.56)	(\$51,918.24)	(\$76,311.48)	(\$111,744.80)
% Difference	-	-2%	-47%	-68%	-99.24%	-145.33%
Run-In	N/A	N/A	N/A	N/A	Excludes Run - In	Excludes Run - In
Run-Out	\$20.80 PEPM for 3 months	\$20.56 PEPM for 3 months	\$20.56 PEPM for 3 months	\$20.56 PEPM for 3 months	2 months of admin fee; administer 6 mon of claims	2 months of admin fee; administer 6 mon of claims
Rx Administration	Included in the fee	Included in the fee; no carve out program	Included in the fee; no carve out program	Included in the fee; no carve out program	For carve out available - vendors require prior approval, additional fees may be applied	For carve out available - vendors require prior approval, additional fees may be applied
Medical & RX Integration	Included	Included	Included	Included	Included	Included
Allowances/ Credits	N/A	N/A	*One time wellness credit of \$15K	*One time wellness credit of \$15K	\$5,000 one time implementation credit - requires a 3 year agreement	*Wellness credit of \$5K *2 months of UMR standard Medical Admin Fee waive - estimated amount \$19,273.32
COBRA/ HIPAA Administration	N/A	Did not quote	Did not quote	Did not quote	\$1.05 pepm	\$1.05 pepm
SPD - Electronic Copy	Included	Included	Included	Included	Included	Included
ID Cards - Customized	Included	Included; third party vendor can be added if approved by BCBS association	Included; third party vendor can be added if approved by BCBS association	Included; third party vendor can be added if approved by BCBS association	Included; third party vendor can be added	Included; third party vendor can be added
Accept Eligibility from BenefitFirst	Yes	Yes	Yes	Yes	Yes	Yes



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 22.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	BlueCross BlueShield BAFO 1 Renewal Plan + Prime RX	BlueCross BlueShield BAFO 2 Renewal Plan + Prime RX	UMR (Carve Out) Proposed Plan + ProAct RX	UMR (Carve Out) BAFO Proposed Plan + ProAct RX	
Network	BlueChoice PPO Network	BlueChoice PPO Network	BlueChoice PPO Network	BlueChoice PPO Network	UHC Choice Plus Network	UHC Choice Plus Network	
Additional Information							
Performance Guarantee	N/A	Not offered	Not offered	Not offered	None	Offered. See document for details	
Subrogation	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	Partners with Optum, claims with possible third party liability are flagged and additional information is requested from the member, 30% of recovered savings Credit Balance Recovery - 20% of recovered savings	Partners with Optum, claims with possible third party liability are flagged and additional information is requested from the member, 30% of recovered savings Credit Balance Recovery - 20% of recovered savings	
Wellness Programs	Well On Target Online Portal	Well On Target Online Portal. If added Wellbeing Empower coaching is available	*One time wellness credit of \$15K Well On Target Online Portal. If added Wellbeing Empower coaching is available	*One time wellness credit of \$15K Well On Target Online Portal. If added Wellbeing Empower coaching is available	UMR likes to take a customized approach to wellness and prefer to walk through the groups current program to address needs. Live Rewards included. Additional Programs for a fee	*Wellness credit of \$5K Online HRA is \$6.50 per completed risk assessment. This cost can be paid with the wellness credit budget.	
Centers of Excellence Providers	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	Bariatric, Complex Cancers, Congenital Heart Disease, Infertility, Kidney Disease (clinical support program), Fertility, Spine & Joint Surgeries & Solid Organ - Bone Marrow/Stem Cell Transplant Services - additional pepms apply for each center	Bariatric, Complex Cancers, Congenital Heart Disease, Infertility, Kidney Disease (clinical support program), Fertility, Spine & Joint Surgeries & Solid Organ - Bone Marrow/Stem Cell Transplant Services - additional pepms apply for each center	
Bundle Pricing Arrangements	N/A	Do not offer, but willing to further discuss how to coordinate members	Do not offer, but willing to further discuss how to coordinate members	Do not offer, but willing to further discuss how to coordinate members	Does not have their own, can process bundled pricing-written in providers contract with UHC as a single rate of reimbursement for the bundled service	Does not have their own, can process bundled pricing-written in providers contract with UHC as a single rate of reimbursement for the bundled service	
Audit Duplicate Claims (4.3 questionnaire)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Use 7 data elements to check for duplicate charges. Claims greater than \$25,000 are audited- Town can lower this threshold, 73% of claims auto adjudicated.	Use 7 data elements to check for duplicate charges. Claims greater than \$25,000 are audited- Town can lower this threshold, 73% of claims auto adjudicated.	
Out of Network Savings/Charge	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Advanced Claim Review - 30% of savings NPC & MNRP - 22% of savings *\$50,000/claim savings cap	Advanced Claim Review - 30% of savings NPC & MNRP - 22% of savings *\$50,000/claim savings cap	
Miscellaneous / Notes	*Bank Account to pay claims needs to be open for 12 months. *The run-off claims liability is \$344.88 PEPM	*Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*PBM: Performance Select Prescription Drug Rebate offered in BAFO *Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*Year 3 fees increase. See proposal. *Network Access Fee Excludes direct contracts *Telemedicine - \$1.25 - add dermatology no addt cost - Behavioral Health \$0.30 pepm *Will assign claims processing/customer service location(s) if named as finalist - 8 national locations (1 in TX) *Maternity Management - \$0.65 pepm *Interactive Reporting - \$0.40 pepm *Added pricing for dental, STD and vision administration, COBRA and FSA *Implementation: 90 days *Stop Loss interface fee waived is using preferred vendor: BP, Berkeley, Optum, QBE, Sun Life, SwissRe, Symetra, Tokio Marine HCC, Voya, Zurich	*Year 3 fees increase. See proposal. *Network Access Fee Excludes direct contracts *Telemedicine - \$1.25 - add dermatology no addt cost - Behavioral Health \$0.30 pepm *Will assign claims processing/customer service location(s) if named as finalist - 8 national locations (1 in TX) *Maternity Management - \$0.65 pepm *Interactive Reporting - \$0.40 pepm *Added pricing for dental, STD and vision administration, COBRA and FSA *Implementation: 90 days *Stop Loss interface fee waived is using preferred vendor: BP, Berkeley, Optum, QBE, Sun Life, SwissRe, Symetra, Tokio Marine HCC, Voya, Zurich



Disclaimer

The following summary of coverages is to be used only as an overview of each policy written and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

The policy/policies contain conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage has been written as requested.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.

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Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- Interest or Investment Income earned on insurance premiums.**
- Expense Allowances or Reimbursements from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.**
- Tier II Commission (sometimes referred to as “extra compensation”) is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.**
- Contingent Commission (sometimes referred to as “profit sharing”) which can be based on profitability, premium volume, premium retention, and/or growth.**

If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.

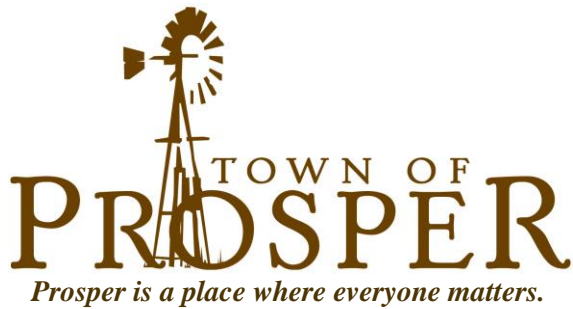
If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any BB&T-owned companies (including retail insurance brokers BB&T Insurance Services, Inc. and BB&T Insurance Services of California, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LP; insurance premium finance company, Prime Rate Premium Finance Corporation, Inc. or affiliates; or BB&T Assurance Company, Ltd.) disclosure of that income will also be included.

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HUMAN RESOURCES

To: Mayor and Town Council

From: Kala Smith, Director of Human Resources

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 24, 2019

Agenda Item:

Consider and act upon awarding RFP No. 2019-61-A for Pharmacy Benefits Management Services to ProAct, Inc., and authorizing the Town Manager to execute all documents for the same.

Description of Agenda Item:

The Town requested proposals (RFP No. 2019-61-A) from qualified providers for Pharmacy Benefits Management Services (PBM). The Town received eight responses by the due date and time. Respondents were required to submit information, in order to facilitate evaluation based on the following criteria:

1. Scope of Services, Coverage, and Professional Competence;
2. Cost of Services, Network Discounts, and Rate Guarantees;
3. Reporting Capabilities and Financial Resources; and
4. Reference and Experience with Similar Clients, and Qualifications.

The evaluation committee was comprised of three staff members, representatives from the Town's benefits consultant McGriff, Seibels & Williams, Inc., and the Town's pharmacy consultant Action Pharmaceutical Consulting. The evaluation committee scored each submittal in accordance with the evaluation criteria as stated above. The evaluation scores are attached titled '2019-61-A Evaluation Scores.' The RFP responses and the evaluation committee's recommendations were reviewed by the Council Benefits Subcommittee on August 20, 2019. Based on the direction from the Council Benefits Subcommittee, Best and Final requests were sent to Prime Rx (Blue Cross Blue Shield of Texas) and ProAct Rx. Based on these evaluations and the Best and Final Offers received, it is the recommendation of the Council Benefits Subcommittee to award the contract to ProAct Rx, the best value proposal for an initial contract term of three years with optional one-year renewal periods. Also attached is the analysis presented to the Benefits Subcommittee on August 20, 2019, and the Best and Final Analysis presented to the committee on September 16, 2019.

Through awarding the contract for Pharmacy Benefits Management Services to ProAct Rx, the Town will benefit from increased pharmacy rebates, greater control of the PBM contract, and the ability to audit PBM performance through the Town's pharmacy consultant, Action Pharmaceutical Consulting.

Budget Impact:

The Town's FY 2019-2020 budgeted costs for pharmacy claims is included in the Town's Health Trust Fund. Subsequent annual expenditures will be subject to appropriations granted in future fiscal years.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the HIPAA Rules Business Associate Agreement and ProAct, Inc. Service Agreement as to form and legality.

Attached Documents:

1. 2019-61-A Evaluation Scores
2. Benefits Committee RFP Analysis Report
3. Best and Final Analysis Report
4. HIPAA Rules Business Associate Agreement
5. ProAct, Inc. Service Agreement

Town Staff Recommendation:

Town staff recommends awarding RFP No. 2019-61-A for Pharmacy Benefits Management Services to ProAct Rx, Inc., and authorizing the Town Manager to execute all documents for the same.

Proposed Motion:

I move to award RFP No. 2019-61-A for Pharmacy Benefits Management Services to ProAct Rx, Inc., and authorize the Town Manager to execute all documents for the same.

RFP NO. 2019-61-A
 PHARMACY BENEFITS MANAGEMENT SERVICES ONLY

EVALUATION MATRIX		Aetna (offered under RFP No. 2019-63-A)		Blue Cross and Blue Shield of Texas (BCBSTX)		Capital Rx LLC		Cigna Health and Life Insurance Company		Heritage Health Solutions, Inc.		OptumRx, Inc.		ProAct Inc.		WellDyneRx	
		WEIGHTED SCORE	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Evaluation Criteria	Weighting																
Scope of Services, Coverage, Professional Competence	30%	3.00	0.90	3.00	0.90	5.00	1.50	3.00	0.90	5.00	1.50	5.00	1.50	7.00	2.10	3.00	0.90
Cost of Services, Network Discounts, Rate Guarantees	40%	3.00	1.20	5.00	2.00	5.00	2.00	3.00	1.20	5.00	2.00	3.00	1.20	10.00	4.00	5.00	2.00
Reporting Capabilities, Financial Resources	15%	3.00	0.45	5.00	0.75	3.00	0.45	5.00	0.75	3.00	0.45	7.00	1.05	7.00	1.05	3.00	0.45
References and Experience with Similar Clients, Qualifications	15%	3.00	0.45	7.00	1.05	3.00	0.45	3.00	0.45	3.00	0.45	3.00	0.45	7.00	1.05	3.00	0.45
TOTAL	100%		3.00		4.70		4.40		3.30		4.40		4.20		8.20		3.80

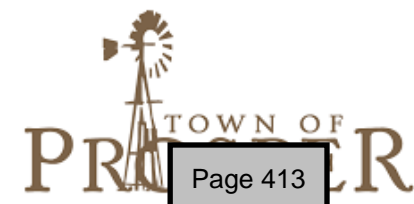


ASO Medical, Captive Benefits & Pharmacy Benefit Management Services RFP Analysis

Presented by:

Lance Pendley, Senior Vice President – McGriff, Seibels & Williams

Cristina Palacios, Account Executive – McGriff, Seibels & Williams



- **RFP Marketing Analysis**
 - **Medical Analysis & Scoring**
 - **PBM Analysis**
 - **Pros & Cons**
 - **Disruption**
 - **Provider/Facility Disruption**
 - **RX Disruption**

Medical Analysis & Scoring

ASO Administrator	BCBS Current Plan (Carve In)	BCBS Renewal Plan (Carve In)	Aetna Proposed Plan (Carve In)	Cigna Proposed Plan (Carve In)	IBA Proposed Plan (Carve Out)	Maestro Health Proposed Plan (Carve Out)	UMR Proposed Plan (Carve Out)	Bev Cap Proposed Plan (Carve In)
PBM Administrator	Prime RX	Prime RX	CVS	Focused 90 CVS Value	ProAct RX	ProAct RX	ProAct RX	Envision Rx
Network	BlueChoice PPO Network	BlueChoice PPO Network	Aetna Open Access Managed Choice Network	Open Access Plus Network	Cigna PPO Network	Cigna PPO Network	UHC Choice Plus Network	Aetna PPO
Annual ASO Admin. Fees (186)	\$76,892.40	\$75,039.84	\$47,898.72	\$75,330.00	\$99,100.80	\$116,421.12	\$126,799.92	\$216,347.76
Medical Repricing Claims Estimate	\$1,039,230.20	\$1,093,974.92	\$1,176,023.04	\$1,113,557.07	\$1,138,171.51	\$1,138,171.51	\$1,118,370.56	\$1,176,023.04
RX Claims	\$489,938.47	\$529,133.55	\$523,842.22	\$539,716.22	\$521,196.55	\$521,196.55	\$521,196.55	\$529,133.55
Projected Rebates / APC Fee	\$10,060.00	\$10,060.00	\$10,060.00	(\$55,800.00)	(\$126,219.00)	(\$126,219.00)	(\$126,219.00)	\$10,060.00
Run Out Admin Claims	-	-	\$11,606.40	\$11,606.40	\$11,606.40	\$11,606.40	\$11,606.40	\$11,606.40
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	3 years- Until 12/31/2022	1 year- Until 12/31/2020*	2 years- Until 12/31/2021	3 years- Until 12/31/2022	2 years- Until 12/31/2021	1 year- Until 12/31/2020
Estimated Total Annual Cost	\$1,616,121.07	\$1,708,208.31	\$1,769,430.38	\$1,684,409.69	\$1,643,856.26	\$1,661,176.58	\$1,651,754.43	\$1,943,170.75
\$ Combined Difference over Current		\$92,087.24	\$153,309.30	\$68,288.62	\$27,735.18	\$45,055.50	\$35,633.36	\$327,049.68
Combined Percent over Current (Total)		5.70%	9.49%	4.23%	1.72%	2.79%	2.20%	20.24%
\$ Combined Difference over Renewal			\$61,222.06	(\$23,798.62)	(\$64,352.06)	(\$47,031.74)	(\$56,453.88)	\$234,962.44
Combined Percent over Renewal (Total)			3.58%	-1.39%	-3.77%	-2.75%	-3.30%	13.75%

This executive summary assumes the following:

- * Medical claims trended at 6% and repricing from carriers factored in
- * Pharmacy claims trended at 10% and repricing from APC factored in
- *IBNR (2.5 months of Medical & 0.5 months for RX): \$495,125.95
- *Rebate Consideration: Carve In solutions will not pay the fee of APC of \$10,060. Cigna gives 50% RX rebate sharing - equates an estimated amount of \$25 PEPM
- *IBA did not submit repricing and disruption file or summary. On Medical Repricing Claim Estimate, we are assuming Maestro information for IBA.
- *Aetna did not submit repricing file or summary. On Medical Repricing Claim Estimate, we are assuming BevCap information for Aetna.
- *Cigna rate guarantee for Yr 2 & 3: 3% increase.
- *BevCap Collateral of \$82,718. Collateral needed before the effective date. This amount is not considered in the executive summary calculation. Envision RX does offer rebate sharing. Open to work with other PBM's.

PBM Analysis

	BCBS of TX (CURRENT)	BCBS of TX (PROPOSED)	ProAct Rx TRADITIONAL
Retail 30			
Brand Ingredient Cost	\$132,433	\$130,828	\$131,229
Generic Ingredient Cost	\$72,885	\$81,359	\$67,800
Dispensing Fee	\$3,003	\$3,230	\$2,247
Administrative Fee	\$0	\$0	\$0
Retail 90			
Brand Ingredient Cost	\$96,146	\$97,644	\$94,050
Generic Ingredient Cost	\$26,075	\$29,800	\$22,350
Dispensing Fee	\$549	\$619	\$0
Administrative Fee	\$0	\$0	\$0
Mail Order Service			
Brand Ingredient Cost	\$7,676	\$7,676	\$7,338
Generic Ingredient Cost	\$3,834	\$4,382	\$3,943
Dispensing Fee	\$0	\$0	\$0
Administrative Fee	\$0	\$0	\$0
Specialty			
Brand Ingredient Cost	\$271,978	\$271,978	\$276,893
Generic Ingredient Cost	\$28	\$28	\$29
Dispensing Fee	\$7	\$0	\$0
Administrative Fee	\$0	\$0	\$0
Projected Cost - Before Rebates	\$614,615	\$627,545	\$605,880
\$ Difference From Baseline - Before Rebates		\$12,930	(\$8,735)
% Difference From Baseline - Before Rebates		2.10%	-1.42%
Rebates			
Rebate Revenue	\$0	(\$75,330)	(\$126,219)
APC Comp	\$0	\$10,060	\$0
Projected Cost - After Rebates	\$614,615	\$562,274	\$479,661
\$ Difference From Baseline - After Rebates		(\$52,340)	(\$134,954)
Annualized - \$ Difference from Baseline - After Rebates			
% Difference From Baseline - After Rebates		-8.52%	-21.96%

This pricing is based on a 3-year agreement.

This analysis should not be construed as a guarantee of savings. It is an assumption based on Rx claims: 01.2018-12.2018

Rebate Estimates Include Specialty Rebates; Calculated Using Brand Specialty Claim Count Filled During Rx Claims Period.

Action Pharmaceutical Consulting's Compensation is included in the pricing quote.

Observations – Medical

BCBS of Texas	UMR	Pro's & Con's
Yes	Yes	Broad Network
Yes	Yes	Online Reporting Access; Member Portal; Mobile App Solution
Yes	No	Selection of Medical Vendor Requires Preferred PBM Vendor
Yes	Yes	Receive EDI Files with BenefitFirst
Yes	Yes	Provided References
No	No	RFP Submitted Originally as Town Required; Updated Response Provided
No	No	Performance Guarantee Offered
No	Yes	Allowance / Credit
Yes	Yes	ID Cards Customization
Yes	No	Online Wellness Program Available with No Extra Fees
Yes	Yes	Centers of Excellence
Yes	Yes	Stop Loss Carve Out Flexibility
No	Yes	Multiple Year Rate Guarantee
No	Yes	Member Disruption; Network Disruption
N/A	Yes	Charge for Historical Loading of Data

Observations – PBM

BCBS of Texas	ProAct Rx	Pro's & Con's
No	Yes	Agreed to Overall Generic Effective Rate
Yes	No	Deviations from Terms and Definitions in RFP Language
Yes	No	Selection of Medical Vendor Requires Preferred PBM Vendor
Yes	Yes	Can Offer Narrow Pharmacy Network with Deeper Discounts
Yes	Yes	Audit Recoveries Credited to the Plan
No	Yes	International Mail Order Program Available w/Cost Savings to the Plan & Member
Yes	Yes	Owens Specialty Pharmacy
Yes	Yes	Stand Alone Specialty Call Center
Yes	Yes	Specialty Supplies Included with Quote
Yes	Yes	Split-Fill Program at Specialty
Yes	Yes	Assumes Cost of Lost Specialty Medications if Confirmed Delivery Issue
No	Yes	Offers a Copay Card Accumulator Program
Yes	Yes	Ingredient Level Processing on Compounds
Yes	Yes	Compound Dispense Fee's Same as Channel Guarantee
No	Yes	Offering a \$4 Per Member Implementation Credit with Submitted Invoice
No	Yes	Rebates Earned Above Guarantee are Passed on to the Plan
Yes	No	No Cost for Prior Authorizations
Yes	Yes	Online Reporting Access
No	Yes	Privately Held Company
No	Yes	Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
No	Yes	Charge for Historical Loading of Data
Yes	No	RFP Submitted Originally as Town Required; Updated Response Provided
No	Yes	Provided References

Disruption Analysis

Disruption Analysis - Shared Records

Town of Prosper

This report compares all shared records between all carriers. Some carriers excluded more records than others which can be seen on the "Excluded Records" line. To view disruption based on non-excluded records for each individual carrier, refer to the other disruption report.

All Records	Claims	Pre-Discount
Inpatient Hospital	380	\$475,639.41
Outpatient Hospital	2,271	\$1,425,765.96
Office	11,224	\$1,103,744.13
Other	602	\$521,616.83
Total	14,477	\$3,526,766.33

Excluded Records*	Claims	Pre-Discount
Inpatient Hospital	72	\$59,923.18
Outpatient Hospital	361	\$90,533.59
Office	2,729	\$17,533.19
Other	75	\$10,897.98
Total	3,237	\$178,887.94

Included Record	Claims	Pre-Discount
Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	1,910	\$1,335,232.37
Office	8,495	\$1,086,210.94
Other	527	\$510,718.85
Total	11,240	\$3,347,878.39

*Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.

BCBS

	Claims	Pre-Discount
Excluded Records	136	\$44,976.64
Percent Excluded	0.94%	1.28%

In-Network	Claims	Pre-Discount
Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	1,749	\$1,149,694.45
Office	7,942	\$1,029,045.59
Other	436	\$404,711.95

Total	10,435	\$2,999,168.22
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Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	100.00%	100.00%
Outpatient Hospital	91.57%	86.10%
Office	93.49%	94.74%
Other	82.73%	79.24%

Total	92.84%	89.58%
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UHC

	Claims	Pre-Discount
Excluded Records	3,039	\$13,007.06
Percent Excluded	20.99%	0.37%

In-Network	Claims	Pre-Discount
Inpatient Hospital	303	\$413,916.23
Outpatient Hospital	1,814	\$1,247,780.61
Office	7,632	\$1,005,701.04
Other	438	\$401,562.06

Total	10,187	\$3,068,959.94
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Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	98.38%	99.57%
Outpatient Hospital	94.97%	93.45%
Office	89.84%	92.59%
Other	83.11%	78.63%

Total	90.63%	91.67%
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Provider/Facility Disruption

Provider Name	Provider City	Zip Code	Claimants	Services	Service Category
PUMPS IT INC	HOUSTON	77070	1	409	HOME
BOSTON HEART DIAGNOSTICS CORPORAT	FRAMINGHAM	01702	1	51	OFFICE
SYNERGENE LABORATORY LLC	HOUSTON	77058	1	39	OFFICE
CRYSTAL HANKEL	DENTON	76201	1	39	OFFICE
BRLI GENPATH DIAGNOSTICS INC	HOUSTON	77054	4	16	OFFICE
BENJAMIN CRABB	FRISCO	75033	1	13	OFFICE
KYLE CORREIA	PROSPER	75078	1	11	OFFICE
MP3 LAB INC	DALLAS	75204	2	10	OFFICE
MICHAEL WOODS	PLANO	75093	2	10	OFFICE
DORIAN APONTE	DENTON	76209	1	9	OFFICE
AMBER GALIPP	MCKINNEY	75071	1	8	OFFICE
BOSTON HEART DIAGNOSTICS CORP	FRAMINGHAM	01702	1	5	OFFICE
REBECCA PAWLEY DOWNEY	FRISCO	75033	1	5	OFFICE
KAI MEDICAL LABORATORY	DALLAS	75247	2	4	OFFICE
HEIDI JOHANSON	MCKINNEY	75070	1	4	OFFICE
BROCK PIERCE	MCKINNEY	75071	1	4	OFFICE
RAMAKRISHNA VELURI	GARLAND	75042	1	3	INPATIENT HOSPITAL
LESLEY HERRERA	DENTON	76209	1	3	OFFICE
LAURA SWARTWOOD	MCKINNEY	75070	1	2	OUTPATIENT HOSPITAL
LIFEWATCH SERVICES INC	ROSEMONT	60018	1	2	OFFICE
GARY DONOVITZ	ARLINGTON	76017	1	2	OFFICE
CAROLYN LYDE	LEWISVILLE	75057	1	2	OFFICE
MAJORS MEDICAL SERVICE	DALLAS	75235	1	2	HOME
NXGEN MDX LLC	GRAND RAPIDS	49504	1	1	OFFICE
KIMBERLY SCHAIVE	DALLAS	75247	1	1	OUTPATIENT HOSPITAL
GERALD GARCIA	PLANO	75074	1	1	OUTPATIENT HOSPITAL
DANIEL WANN	SHERMAN	75092	1	1	OUTPATIENT HOSPITAL
BENJAMIN CRABB	FRISCO	75033	1	1	EMERGENCY ROOM
TIMOTHY VASSBERG	ALLEN	75002	1	1	OFFICE
SADIA SIDDIQUI	SACHSE	75048	1	1	OFFICE
ACCESS DX LABORATORY LLC	HOUSTON	77025	1	0	OFFICE
WESTSIDE SURGICAL HOSPITAL	HOUSTON	77027	1	-16	OUTPATIENT HOSPITAL

RX Disruption



Premium Exclusions

The following drugs would be excluded using ProAct's Premium Formulary.
Covered Alternative(s) have been provided as well:

Excluded Maintenance Meds	Covered Alternative(s)	# Rxs
ADDERALL XR CAP 10MG	Amphetamine-Dextroamphetamine	1
DULERA AER 200-5MCG	fluticasone/salmeterol, Breo Ellipta, Symbicort	1
FARXIGA TAB 10MG	Invokamet, Invokana, Jardiance	1
FARXIGA TAB 5MG	Invokamet, Invokana, Jardiance	1
LEVEMIR INJ FLEXTUOC	Lantus Insulin	1
NOVOLOG INJ 100/ML	Humalog Insulin	1
NOVOLOG INJ FLEXPEN	Humalog Insulin	1
PROVENTIL AER HFA	Proair HFA, Ventolin HFA	2
QVAR REDIHAL AER 40MCG	Flovent, Pulmicort	1
TROKENDI XR CAP 50MG	Topiramate ER	1
XOPENEX HFA AER	Proair HFA, Ventolin HFA	1
Total		12

1. Medical Marketing Analysis with Stop Loss Quotes
2. PBM Marketing Analysis
3. Repricing Analysis
4. Disruption Analysis

**Town of Prosper
Medical ASO and Captive Bid List
Effective Date: 1/1/2020**

Item 23.

Vendor	AM Best	Notes
Medical ASO		
Aetna	A (Excellent)	<i>On the spreadsheet</i>
BCBSTX	A (Excellent)	<i>Incumbent - On the spreadsheet</i>
Cigna	A (Excellent)	<i>On the spreadsheet</i>
Healthcare Highways	NR	<i>Declined to Quote</i>
IBA	NR	<i>On the spreadsheet</i>
Maetsro	NR	<i>On the spreadsheet</i>
UMR / UHC	A (Excellent)	<i>On the spreadsheet</i>
Captive		
Bev Cap / Berkley	NR / A+ Superior	<i>On the spreadsheet</i>
Roundstone	NR	<i>Declined to Quote</i>

This is not an insurance contract: This proposal is for comparison purposes only. Please refer to certificate booklet or proposal for additional details, including limitations and exclusions. Final rates and benefits will be determined by actual enrollment and plan selection.

Town of Prosper Executive Summary Effective Date: 1/1/2020

Item 23.

ASO Administrator	BCBS Current Plan (Carve In)	BCBS Renewal Plan (Carve In)	Aetna Proposed Plan (Carve In)	Cigna Proposed Plan (Carve In)	IBA Proposed Plan (Carve Out)	Maestro Health Proposed Plan (Carve Out)	UMR Proposed Plan (Carve Out)	Bev Cap Proposed Plan (Carve In)
PBM Administrator	Prime RX	Prime RX	CVS	Focused 90 CVS Value	ProAct RX	ProAct RX	ProAct RX	Envision Rx
Network	BlueChoice PPO Network	BlueChoice PPO Network	Aetna Open Access Managed Choice Network	Open Access Plus Network	Cigna PPO Network	Cigna PPO Network	UHC Choice Plus Network	Aetna PPO
Annual ASO Admin. Fees (186)	\$76,892.40	\$75,039.84	\$47,898.72	\$75,330.00	\$99,100.80	\$116,421.12	\$126,799.92	\$216,347.76
Medical Repricing Claims Estimate	\$1,039,230.20	\$1,093,974.92	\$1,176,023.04	\$1,113,557.07	\$1,138,171.51	\$1,138,171.51	\$1,118,370.56	\$1,176,023.04
RX Claims	\$489,938.47	\$529,133.55	\$523,842.22	\$539,716.22	\$521,196.55	\$521,196.55	\$521,196.55	\$529,133.55
Projected Rebates / APC Fee	\$10,060.00	\$10,060.00	\$10,060.00	(\$55,800.00)	(\$126,219.00)	(\$126,219.00)	(\$126,219.00)	\$10,060.00
Run Out Admin Claims	-	-	\$11,606.40	\$11,606.40	\$11,606.40	\$11,606.40	\$11,606.40	\$11,606.40
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	3 years- Until 12/31/2022	1 year- Until 12/31/2020*	2 years- Until 12/31/2021	3 years- Until 12/31/2022	2 years- Until 12/31/2021	1 year- Until 12/31/2020
Estimated Total Annual Cost	\$1,616,121.07	\$1,708,208.31	\$1,769,430.38	\$1,684,409.69	\$1,643,856.26	\$1,661,176.58	\$1,651,754.43	\$1,943,170.75
\$ Combined Difference over Current		\$92,087.24	\$153,309.30	\$68,288.62	\$27,735.18	\$45,055.50	\$35,633.36	\$327,049.68
Combined Percent over Current (Total)		5.70%	9.49%	4.23%	1.72%	2.79%	2.20%	20.24%
\$ Combined Difference over Renewal			\$61,222.06	(\$23,798.62)	(\$64,352.06)	(\$47,031.74)	(\$56,453.88)	\$234,962.44
Combined Percent over Renewal (Total)			3.58%	-1.39%	-3.77%	-2.75%	-3.30%	13.75%

This executive summary assumes the following:

- * Medical claims trended at 6% and repricing from carriers factored in
- * Pharmacy claims trended at 10% and repricing from APC factored in
- *IBNR (2.5 months of Medical & 0.5 months for RX): \$495,125.95
- *Rebate Consideration: Carve In solutions will not pay the fee of APC of \$10,060. Cigna gives 50% RX rebate sharing - equates an estimated amount of \$25 PEPM
- *IBA did not submit repricing and disruption file or summary. On Medical Repricing Claim Estimate, we are assuming Maestro information for IBA.
- *Aetna did not submit repricing file or summary. On Medical Repricing Claim Estimate, we are assuming BevCap information for Aetna.
- *Cigna rate guarantee for Yr 2 & 3: 3% increase.
- *BevCap Collateral of \$82,718. Collateral needed before the effective date. This amount is not considered in the executive summary calculation. Envision RX does offer rebate sharing. Open to work with other PBM's.



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 23.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX
Network	BlueChoice PPO Network	BlueChoice PPO Network
Set Up Fee / Captive Collateral	N/A	N/A
Renewal Fee	N/A	N/A
Administration Fees		
Medical Administration - Employee (186)	\$62.42	\$62.42
RX Rebate Credit	(\$32.92)	(\$33.75)
Stop Loss Interface Fee	Included	Included
Disease Management (BCBS-Wellbeing Enable)	\$4.95	\$4.95
Pre-Certification /Utilization Mgmt (pepm)	Included	Included
Nurse line	Included	Included
Large Case Management	Included	Included
PPO Access Fee (network)	Included	Included
Out of Network Savings PEPM Charge	N/A	N/A
External PBM Interface Fee	N/A	N/A
Total Admin Fees	\$34.45	\$33.62
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020
Total Monthly Admin Fee	\$6,407.70	\$6,253.32
Annual Admin Fee	\$76,892.40	\$75,039.84
Annual Difference	-	(\$1,852.56)
% Difference	-	-2.41%
RX Expected Rebates	\$0.00	\$0.00
APC Fee	\$0.00	\$10,060.00
Projected Cost After Rebates	\$76,892.40	\$85,099.84
Annual Difference	-	\$8,207.44
% Difference	-	11%
Run-In	N/A	N/A
Run-Out	\$20.80 PEPM for 3 months	\$20.56 PEPM for 3 months
Rx Administration	Included in the fee	Included in the fee; no carve out program
Medical & RX Integration	Included	Included
Allowances/ Credits	N/A	N/A
COBRA/ HIPAA Administration	N/A	Did not quote
SPD - Electronic Copy	Included	Included
ID Cards - Customized	Included	Included; third party vendor can be added if approved by BCBS association
Accept Eligibility from BenefitFirst	Yes	Yes



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 23.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX
Network	BlueChoice PPO Network	BlueChoice PPO Network
Additional Information		
Performance Guarantee	N/A	Not offered
Subrogation	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.
Wellness Programs	Well On Target Online Portal	Well On Target Online Portal. If added Wellbeing Empower coaching is available
Centers of Excellence Providers	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy
Bundle Pricing Arrangements	N/A	Do not offer, but willing to further discuss how to coordinate members
Audit Duplicate Claims (4.3 questionnaire)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)
Out of Network Savings/Charge	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim
Miscellaneous / Notes	<p>*Bank Account to pay claims needs to be open for 12 months.</p> <p>*The run-off claims liability is \$344.88 PEPM</p>	<p>*Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions)</p> <p>*Stop loss can be locked via written acceptance up to 45 cal. days after quote release</p> <p>*Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health</p> <p>*Wellbeing Enable Empower cost: \$7.95PEPM</p> <p>*Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx.</p> <p>*When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation</p>



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 23.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	Maestro Health Proposed Plan + ProAct RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	Cigna PPO Network
Set Up Fee / Captive Collateral	N/A	N/A	N/A
Renewal Fee	N/A	N/A	N/A
Administration Fees			
Medical Administration - Employee (186)	\$62.42	\$62.42	\$32.00
RX Rebate Credit	(\$32.92)	(\$33.75)	\$0.00
Stop Loss Interface Fee	Included	Included	Included
Disease Management (BCBS-Wellbeing Enable)	\$4.95	\$4.95	\$4.00
Pre-Certification /Utilization Mgmt (pepm)	Included	Included	Included
Nurse line	Included	Included	\$1.00
Large Case Management	Included	Included	\$95/hr billed in 6 min increments
PPO Access Fee (network)	Included	Included	\$15.16
Out of Network Savings PEPM Charge	N/A	N/A	N/A
External PBM Interface Fee	N/A	N/A	N/A
Total Admin Fees	\$34.45	\$33.62	\$52.16
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	3 years- Until 12/31/2022
Total Monthly Admin Fee	\$6,407.70	\$6,253.32	\$9,701.76
Annual Admin Fee	\$76,892.40	\$75,039.84	\$116,421.12
Annual Difference	-	(\$1,852.56)	\$39,528.72
% Difference	-	-2.41%	51.41%
RX Expected Rebates	\$0.00	\$0.00	(\$126,219.00)
APC Fee	\$0.00	\$10,060.00	\$0.00
Projected Cost After Rebates	\$76,892.40	\$85,099.84	(\$9,797.88)
Annual Difference	-	\$8,207.44	(\$86,690.28)
% Difference	-	11%	-112.74%
Run-In	N/A	N/A	N/A
Run-Out	\$20.80 PEPM for 3 months	\$20.56 PEPM for 3 months	4 months of admin fee; administer 12 mon of claims
Rx Administration	Included in the fee	Included in the fee; no carve out program	Carve out, Yes
Medical & RX Integration	Included	Included	Included
Allowances/ Credits	N/A	N/A	N/A
COBRA/ HIPAA Administration	N/A	Did not quote	Included in the fee
SPD - Electronic Copy	Included	Included	Included; uses PHIA Group
ID Cards - Customized	Included	Included; third party vendor can be added if approved by BCBS association	Included; third party vendor can be added
Accept Eligibility from BenefitFirst	Yes	Yes	Yes



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 23.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	Maestro Health Proposed Plan + ProAct RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	Cigna PPO Network
Additional Information			
Performance Guarantee	N/A	Not offered	Willing to develop one mutually agreed upon (willing to put 10% adm fee at risk)
Subrogation	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	25% of recovered savings
Wellness Programs	Well On Target Online Portal	Well On Target Online Portal. If added Wellbeing Empower coaching is available	HEALTHYme for an addtl cost
Centers of Excellence Providers	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	*Does not have a network of providers. *\$1.75PEPM Healthcare Blue Book
Bundle Pricing Arrangements	N/A	Do not offer, but willing to further discuss how to coordinate members	*\$4.50 Price MD's bundled surgeries *See PMD's bundled list for details of services available *Willing to work with current provider
Audit Duplicate Claims (4.3 questionnaire)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Yes, claims are identify by DOS, provider, and billed amount. No auto-adjudications of claims. Claim analyst looks at each claim.
Out of Network Savings/Charge	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	*If repriced with a RBP vendor (6 degrees) they keep 15% of savings on OON. If program is with Cigna, the cost is 30% of savings.
Miscellaneous / Notes	*Bank Account to pay claims needs to be open for 12 months. *The run-off claims liability is \$344.88 PEPM	*Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*Location: Charlotte, NC *Implementation: 90 days *Disease management catastrophic: \$95/Hr in 6 minute increment *Telemedicine: \$1.75PEPM



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 23.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	UMR (Carve In) Proposed Plan + Optum RX*	UMR (Carve Out) Proposed Plan + ProAct RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	UHC Choice Plus Network	UHC Choice Plus Network
Set Up Fee / Captive Collateral	N/A	N/A	N/A	N/A
Renewal Fee	N/A	N/A	N/A	N/A
Administration Fees				
Medical Administration - Employee (186)	\$62.42	\$62.42	\$40.46	\$40.46
RX Rebate Credit	(\$32.92)	(\$33.75)	(\$31.75)	\$0.00
Stop Loss Interface Fee	Included	Included	\$5.00	\$5.00
Disease Management (BCBS-Wellbeing Enable)	\$4.95	\$4.95	\$3.85	\$3.85
Pre-Certification /Utilization Mgmt (pepm)	Included	Included	Included	Included
Nurse line	Included	Included	\$0.50	\$0.50
Large Case Management	Included	Included	Included	Included
PPO Access Fee (network)	Included	Included	Included	Included
Out of Network Savings PEPM Charge	N/A	N/A	\$4.00	\$4.00
External PBM Interface Fee	N/A	N/A	N/A	\$3.00
Total Admin Fees	\$34.45	\$33.62	\$22.06	\$56.81
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	2 years- Until 12/31/2021	2 years- Until 12/31/2021
Total Monthly Admin Fee	\$6,407.70	\$6,253.32	\$4,103.16	\$10,566.66
Annual Admin Fee	\$76,892.40	\$75,039.84	\$49,237.92	\$126,799.92
Annual Difference	-	(\$1,852.56)	(\$27,654.48)	\$51,760.08
% Difference	-	-2.41%	-35.97%	68.98%
RX Expected Rebates	\$0.00	\$0.00	(\$11,776.00)	(\$126,219.00)
APC Fee	\$0.00	\$10,060.00	\$10,060.00	\$0.00
Projected Cost After Rebates	\$76,892.40	\$85,099.84	\$47,521.92	\$580.92
Annual Difference	-	\$8,207.44	(\$29,370.48)	(\$76,311.48)
% Difference	-	11%	-38.20%	-99.24%
Run-In	N/A	N/A	Excludes Run - In	Excludes Run - In
Run-Out	\$20.80 PEPM for 3 months	\$20.56 PEPM for 3 months	2 months of admin fee; administer 6 mon of claims	2 months of admin fee; administer 6 mon of claims
Rx Administration	Included in the fee	Included in the fee; no carve out program	Included in the fee	For carve out available - vendors require prior approval, additional fees may be applied
Medical & RX Integration	Included	Included	Included	Included
Allowances/ Credits	N/A	N/A	\$5,000 one time implementation credit - requires a 3 year agreement	\$5,000 one time implementation credit - requires a 3 year agreement
COBRA/ HIPAA Administration	N/A	Did not quote	\$1.05 pepm	\$1.05 pepm
SPD - Electronic Copy	Included	Included	Included	Included
ID Cards - Customized	Included	Included; third party vendor can be added if approved by BCBS association	Included; third party vendor can be added	Included; third party vendor can be added
Accept Eligibility from BenefitFirst	Yes	Yes	Yes	Yes



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 23.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	UMR (Carve In) Proposed Plan + Optum RX*	UMR (Carve Out) Proposed Plan + ProAct RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	UHC Choice Plus Network	UHC Choice Plus Network
Additional Information				
Performance Guarantee	N/A	Not offered	None	None
Subrogation	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	Partners with Optum, claims with possible third party liability are flagged and additional information is requested from the member, 30% of recovered savings Credit Balance Recovery - 20% of recovered savings	Partners with Optum, claims with possible third party liability are flagged and additional information is requested from the member, 30% of recovered savings Credit Balance Recovery - 20% of recovered savings
Wellness Programs	Well On Target Online Portal	Well On Target Online Portal. If added Wellbeing Empower coaching is available	UMR likes to take a customized approach to wellness and prefer to walk through the groups current program to address needs. Live Rewards included. Additional Programs for a fee	UMR likes to take a customized approach to wellness and prefer to walk through the groups current program to address needs. Live Rewards included. Additional Programs for a fee
Centers of Excellence Providers	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	Bariatric, Complex Cancers, Congenital Heart Disease, Infertility, Kidney Disease (clinical support program), Fertility, Spine & Joint Surgeries & Solid Organ - Bone Marrow/Stem Cell Transplant Services - additional pepms apply for each center	Bariatric, Complex Cancers, Congenital Heart Disease, Infertility, Kidney Disease (clinical support program), Fertility, Spine & Joint Surgeries & Solid Organ - Bone Marrow/Stem Cell Transplant Services - additional pepms apply for each center
Bundle Pricing Arrangements	N/A	Do not offer, but willing to further discuss how to coordinate members	Does not have their own, can process bundled pricing-written in providers contract with UHC as a single rate of reimbursement for the bundled service	Does not have their own, can process bundled pricing-written in providers contract with UHC as a single rate of reimbursement for the bundled service
Audit Duplicate Claims (4.3 questionnaire)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Use 7 data elements to check for duplicate charges. Claims greater than \$25,000 are audited- Town can lower this threshold, 73% of claims auto adjudicated.	Use 7 data elements to check for duplicate charges. Claims greater than \$25,000 are audited- Town can lower this threshold, 73% of claims auto adjudicated.
Out of Network Savings/Charge	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Advanced Claim Review - 30% of savings NPC & MNRP - 22% of savings *\$50,000/claim savings cap	Advanced Claim Review - 30% of savings NPC & MNRP - 22% of savings *\$50,000/claim savings cap
Miscellaneous / Notes	*Bank Account to pay claims needs to be open for 12 months. *The run-off claims liability is \$344.88 PEPM	*Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*Network Access Fee Excludes direct contracts *Telemedicine - \$1.25 - add dermatology no addtl cost - Behavioral Health \$0.30 pepm *Year 3 rate \$42.90, Rebate credits remain same Year 2 & 3 *Will assign claims processing/customer service location(s) if named as finalist - 8 national locations (1 in TX) *3 PDL options with different RX credits - Premium PDL rebate shown. (Select \$22 - Select Comprehensive \$27) *Maternity Management - \$0.65 pepm *Interactive Reporting - \$0.40 pepm *Added pricing for dental, STD and vision administration, COBRA and FSA *Implementation: 90 days *Stop Loss interface fee waived is using preferred vendor: BP, Berkley, Optum, QBE, Sun Life, SwissRe, Symetra, Tokio Marine HCC, Voya, Zurich	*Network Access Fee Excludes direct contracts *Telemedicine - \$1.25 - add dermatology no addtl cost - Behavioral Health \$0.30 pepm *Year 3 rate \$42.90, Rebate credits remain same Year 2 & 3 *Will assign claims processing/customer service location(s) if named as finalist - 8 national locations (1 in TX) *Maternity Management - \$0.65 pepm *Interactive Reporting - \$0.40 pepm *Added pricing for dental, STD and vision administration, COBRA and FSA *Implementation: 90 days *Stop Loss interface fee waived is using preferred vendor: BP, Berkley, Optum, QBE, Sun Life, SwissRe, Symetra, Tokio Marine HCC, Voya, Zurich



Town of Prosper Captive Marketing Analysis Effective Date: 1/1/2020

Item 23.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	BevCap Proposed Plan + Envision RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	Open Choice Aetna Network
Set Up Fee / Captive Collateral	N/A	N/A	\$82,718
Renewal Fee	N/A	N/A	N/A
Administration Fees			
Medical Administration - Employee (186)	\$62.42	\$62.42	\$18.00
RX Rebate Credit	(\$32.92)	(\$33.75)	N/A
Stop Loss Interface Fee	Included	Included	\$4.00
Disease Management (BCBS-Wellbeing Enable)	\$4.95	\$4.95	\$4.00
Pre-Certification /Utilization Mgmt (pepm)	Included	Included	\$2.00
Compass / Member Advocate	\$0.00	\$0.00	\$2.00
Telemedicine (24/7 call-a-doc)	\$1.50	\$1.50	\$1.45
Kempton Group	\$4.75	\$4.75	\$0.00
Nurseline	Included	Included	\$3.50
Large Case Management	Included	Included	\$2.00
PPO Access Fee (network) (Aetna & PBM)	Included	Included	\$18.85
Captive Expenses (phia, management, adm., website)	N/A	N/A	\$41.13
Run Out Admin Claim Fee	N/A	N/A	\$5.20
Out of Network Savings PEPM Charge	N/A	N/A	N/A
Summary			
Total Admin Fees	\$40.70	\$39.87	\$102.13
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	1 year- Until 12/31/2020
Total Monthly Admin Fee	\$7,570.20	\$7,415.82	\$18,996.18
Annual Admin Fee	\$90,842.40	\$88,989.84	\$227,954.16
Annual Difference	-	(\$1,852.56)	\$137,111.76
% Difference	-	-2.04%	150.93%
Annual Stop Loss Premiums	\$432,494.64	\$445,373.28	\$503,747.52
Annual Liability - Maximum Expected	\$2,350,128.60	\$2,276,662.32	\$2,374,842.48
Annual Total Charges	\$2,873,465.64	\$2,811,025.44	\$3,106,544.16
Annual Difference	-	(\$62,440.20)	\$233,078.52
% Difference	-	-2.17%	8.11%



Town of Prosper Captive Marketing Analysis Effective Date: 1/1/2020

Item 23.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	BevCap Proposed Plan + Envision RX
Run-In	N/A	N/A	N/A
Run-Out	\$20.80 PEPM for 3 months	\$20.56 PEPM for 3 months	Written notification is required to term the captive. 3 months of admin fee (BevCap + Boon Chapman)
Rx Administration	Included in the fee	Included in the fee; no carve out program	Included in the fee; no carve out program
Medical & RX Integration	Included	Included	Included
Allowances/ Credits	N/A	N/A	N/A
COBRA/ HIPAA Administration	N/A	Did not quote	N/A
SPD - Electronic Copy	Included	Included	Included
ID Cards - Customized	Included	Included; third party vendor can be added if approved by BCBS association	Included; third party vendor can be added. Some of the customization is non-negotiable
Accept Eligibility from BenefitFirst	Yes	Yes	Yes
Performance Guarantee	N/A	Not offered	90% of all claims received paid in 10 days or less. / Audit measures: 2% random audit/ Financial: 99%/ Payment: 95%/ Accuracy: 95%
Subrogation	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	No cost - Included in Phia admin fee (\$2.50PEPM)
Wellness Programs	Well On Target Online Portal	Well On Target Online Portal. If added Wellbeing Empower coaching is available	Voluntary biometric screening & wellness: \$100 per employee per year fee (\$18,600 annual)
Centers of Excellence Providers	BlueDistintion Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistintion Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	*Aetna Institutes of Excellence transplant network. Bariatric, Cardiac, Orthopedic surgery
Bundle Pricing Arrangements	N/A	Do not offer, but willing to further discuss how to coordinate members	Boon Chapman will handle the relationship with all vendors worked. They follow the Free Market Medical Association pillars
Audit Duplicate Claims (4.3 questionnaire)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	*Auto-adjudicate less than 40% *Manually audit claims over \$10K
Kempton Group	*\$1,000 per claim fee. This fee is applicable for all claims higher than \$1K	*\$1,000 per claim fee. This fee is applicable for all claims higher than \$1K	*Boon Chapman provides similar services than the Kempton Group. They will not work with Kempton Group.
Out of Network Savings/Charge	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	*Boon Chapman receives 10% of achieved savings
Miscellaneous / Notes	*Bank Account to pay claims needs to be open for 12 months. *The run-off claims liability is \$344.88 PEPM	*Benefits Value Advisor: \$2.95PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*Boon Chapman is the administrator/ Berkley the stop loss carrier / BC Cayman is the Captive Name *Proposal eff date 10/1/19 *Captive Layer: \$250K (27/15 contract) *Collateral Contribution for 1st Yr policy: \$82,718 needs to be funded prior to effective date and paid in cash *Can administer HDHP *IBNR is not factor into the



Town of Prosper

Stop Loss Marketing Analysis

Effective Date: 1/1/2020

Item 23.

Stop Loss Carrier	BCBS Current Plan	BCBS Renewal Plan	BevCap / Berkley Proposed Plan	Cigna Proposed Plan
TPA / Network	BCBS	BCBS	Boon Chapman	Cigna
SPECIFIC RETENTION	\$75,000	\$75,000	\$75,000	\$75,000
Contract	PAID	PAID	24/12	12/15
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates				
Single 88	\$163.71	\$185.67	\$91.42	\$188.09
Family 98	\$163.71	\$185.67	\$319.58	\$188.09
Composite 186	\$163.71	\$185.67	\$211.63	\$188.09
Specific Monthly Premium	\$30,450.06	\$34,534.62	\$39,363.80	\$34,984.74
Specific Annual Premium	\$365,400.72	\$414,415.44	\$472,365.60	\$419,816.88
Aggregate Rate				
Composite	\$30.06	\$13.87	\$14.06	\$8.33
Monthly Accomodation				
Aggregate Monthly Premium	\$5,591.16	\$2,579.82	\$2,615.16	\$1,549.38
Aggregate Annual Premium	\$67,093.92	\$30,957.84	\$31,381.92	\$18,592.56
AGGREGATE RETENTION				
Contract	PAID	PAID	24/12	12/15
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Run-In Limit	n/a	n/a	\$445,283	n/a
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	Unlimited
Corridor	125%	125%	120%	125%
Aggregate Factors				
Single 88	\$1,052.93	\$1,020.01	\$485.16	\$938.81
Family 98	\$1,052.93	\$1,020.01	\$1,583.77	\$938.81
Composite 186	\$1,052.93	\$1,020.01	\$1,064.00	\$938.81
Monthly Attachment Factor	\$195,844.05	\$189,721.86	\$197,903.54	\$174,618.66
Annual Attachment Factor	\$2,350,128.60	\$2,276,662.32	\$2,374,842.48	\$2,095,423.92

TOTAL FIXED COSTS				
Total Monthly Premium	\$36,041.22	\$37,114.44	\$41,978.96	\$36,534.12
Total Annual Premium	\$432,494.64	\$445,373.28	\$503,747.52	\$438,409.44
Annual Difference	-	\$12,878.64	\$71,252.88	\$5,914.80
Percent Difference	-	2.98%	16.47%	1.37%
Total Maximum Liability	\$2,782,623.24	\$2,722,035.60	\$2,878,590.00	\$2,533,833.36
Annual Difference	-	(\$60,587.64)	\$95,966.76	(\$248,789.88)
Percent Difference	-	-2.18%	3.45%	-8.94%

Additional Comments:

Run Off Claim Liability: \$344.48 PEPM for 3 months	*Run Off Claim Liability: \$332.56 PEPM for 3 months *Stop Loss Renewal released 4-9 months prior to effective date: Can be locked in (via written acceptance) up to 45 calendar days after quote is released. After 45 days, this quote becomes illustrative	*Illustrative rates. Need add'l claim data. *Proposal based: losses incurred 10/1/18 - 12/31/20 & paid 10/1/19 - 12/31/20 *No new lasers & rate cap provisions at renewal	*Stop Loss quote contingent on large claims thru 8/31/19
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Town of Prosper
Stop Loss Marketing Analysis - Market Check
\$75,000 - BCBS Administrator
Effective Date: 1/1/2020

Item 23.

Stop Loss Carrier	BCBS Current Plan	BCBS Renewal Plan	TMS Re Proposed Plan	HM - Option 1 Proposed Plan	HM - Option 2 Proposed Plan	QBE - Option 1 Proposed Plan	QBE - Option 2 Proposed Plan
TPA / Network	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS
SPECIFIC RETENTION	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates							
Composite 186	\$163.71	\$185.67	\$183.18	\$205.00	\$218.33	\$194.45	\$208.00
Specific Monthly Premium	\$30,450.06	\$34,534.62	\$34,071.48	\$38,130.00	\$40,609.38	\$36,167.70	\$38,688.00
Specific Annual Premium	\$365,400.72	\$414,415.44	\$408,857.76	\$457,560.00	\$487,312.56	\$434,012.40	\$464,256.00
Aggregate Rate							
Composite	\$30.06	\$13.87	\$14.90	\$11.40	\$11.40	\$6.76	\$6.76
Monthly Accomodation							
Aggregate Monthly Premium	\$5,591.16	\$2,579.82	\$2,771.40	\$2,120.40	\$2,120.40	\$1,257.36	\$1,257.36
Aggregate Annual Premium	\$67,093.92	\$30,957.84	\$33,256.80	\$25,444.80	\$25,444.80	\$15,088.32	\$15,088.32
AGGREGATE RETENTION							
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Run-In Limit	n/a	n/a	n/a	\$362,907	\$362,907	\$421,887	\$421,887
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Corridor	125%	125%	125%	125%	125%	125%	125%
Aggregate Factors							
Composite 186	\$1,052.93	\$1,020.01	\$1,045.06	\$1,027.25	\$1,027.25	\$1,061.51	\$1,061.51
Monthly Attachment Factor	\$195,844.05	\$189,721.86	\$194,381.16	\$191,068.50	\$191,068.50	\$197,440.86	\$197,440.86
Annual Attachment Factor	\$2,350,128.60	\$2,276,662.32	\$2,332,573.92	\$2,292,822.00	\$2,292,822.00	\$2,369,290.32	\$2,369,290.32

TOTAL FIXED COSTS							
Total Monthly Premium	\$36,041.22	\$37,114.44	\$36,842.88	\$40,250.40	\$42,729.78	\$37,425.06	\$39,945.36
Total Annual Premium	\$432,494.64	\$445,373.28	\$442,114.56	\$483,004.80	\$512,757.36	\$449,100.72	\$479,344.32
Annual Difference	-	\$12,878.64	\$9,619.92	\$50,510.16	\$80,262.72	\$16,606.08	\$46,849.68
Percent Difference	-	2.98%	2.22%	11.68%	18.56%	3.84%	10.83%
Total Maximum Liability	\$2,782,623.24	\$2,722,035.60	\$2,774,688.48	\$2,775,826.80	\$2,805,579.36	\$2,818,391.04	\$2,848,634.64
Annual Difference	-	(\$60,587.64)	(\$7,934.76)	(\$6,796.44)	\$22,956.12	\$35,767.80	\$66,011.40
Percent Difference	-	-2.18%	-0.29%	-0.24%	0.82%	1.29%	2.37%

Additional Comments:	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>
					<i>No New Lasers at Renewal with 50% rate cap</i>		<i>No New Lasers at Renewal with 50% rate cap</i>



Town of Prosper
Stop Loss Marketing Analysis - Market Check
\$100,000 - BCBS Administrator
Effective Date: 1/1/2020

Item 23.

Stop Loss Carrier	BCBS Current Plan	BCBS Renewal Plan	TMS Re Proposed Plan	HM - Option 1 Proposed Plan	HM - Option 2 Proposed Plan	QBE - Option 1 Proposed Plan	QBE - Option 2 Proposed Plan
TPA / Network	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS
SPECIFIC RETENTION	\$75,000	\$75,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates							
Composite 186	\$163.71	\$185.67	\$145.97	\$164.54	\$175.24	\$158.56	\$169.57
Specific Monthly Premium	\$30,450.06	\$34,534.62	\$27,150.42	\$30,604.44	\$32,594.64	\$29,492.16	\$31,540.02
Specific Annual Premium	\$365,400.72	\$414,415.44	\$325,805.04	\$367,253.28	\$391,135.68	\$353,905.92	\$378,480.24
Aggregate Rate							
Composite	\$30.06	\$13.87	\$18.68	\$12.53	\$12.53	\$8.43	\$8.43
Monthly Accommodation							
Aggregate Monthly Premium	\$5,591.16	\$2,579.82	\$3,474.48	\$2,330.58	\$2,330.58	\$1,567.98	\$1,567.98
Aggregate Annual Premium	\$67,093.92	\$30,957.84	\$41,693.76	\$27,966.96	\$27,966.96	\$18,815.76	\$18,815.76
AGGREGATE RETENTION							
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Run-In Limit	n/a	n/a	n/a	\$375,511	\$375,511	\$426,425	\$426,425
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Corridor	125%	125%	125%	125%	125%	125%	125%
Aggregate Factors							
Composite 186	\$1,052.93	\$1,020.01	\$1,069.44	\$1,071.42	\$1,071.42	\$1,072.93	\$1,072.93
Monthly Attachment Factor	\$195,844.05	\$189,721.86	\$198,915.84	\$199,284.12	\$199,284.12	\$199,564.98	\$199,564.98
Annual Attachment Factor	\$2,350,128.60	\$2,276,662.32	\$2,386,990.08	\$2,391,409.44	\$2,391,409.44	\$2,394,779.76	\$2,394,779.76
TOTAL FIXED COSTS							
Total Monthly Premium	\$36,041.22	\$37,114.44	\$30,624.90	\$32,935.02	\$34,925.22	\$31,060.14	\$33,108.00
Total Annual Premium	\$432,494.64	\$445,373.28	\$367,498.80	\$395,220.24	\$419,102.64	\$372,721.68	\$397,296.00
Annual Difference	-	\$12,878.64	(\$64,995.84)	(\$37,274.40)	(\$13,392.00)	(\$59,772.96)	(\$35,198.64)
Percent Difference	-	2.98%	-15.03%	-8.62%	-3.10%	-13.82%	-8.14%
Total Maximum Liability	\$2,782,623.24	\$2,722,035.60	\$2,754,488.88	\$2,786,629.68	\$2,810,512.08	\$2,767,501.44	\$2,792,075.76
Annual Difference	-	(\$60,587.64)	(\$28,134.36)	\$4,006.44	\$27,888.84	(\$15,121.80)	\$9,452.52
Percent Difference	-	-2.18%	-1.01%	0.14%	1.00%	-0.54%	0.34%
Additional Comments:		<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i> <i>No New Lasers at Renewal with</i> <i>50% rate cap</i>	<i>Pending Large Claim Review</i>	<i>Pending Large Claim Review</i> <i>No New Lasers at Renewal</i> <i>with 50% rate cap</i>



Town of Prosper
Stop Loss Marketing Analysis - Market Check
\$75,000 - UMR Administrator
Effective Date: 1/1/2020

Item 23.

Stop Loss Carrier	BCBS Current Plan	BCBS Renewal Plan	TMS Re Proposed Plan	HM - Option 1 Proposed Plan	HM - Option 2 Proposed Plan	QBE - Option 1 Proposed Plan	QBE - Option 2 Proposed Plan
TPA / Network	BCBS	BCBS	UMR	UMR	UMR	UMR	UMR
SPECIFIC RETENTION	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates							
Composite 186	\$163.71	\$185.67	\$201.18	\$223.66	\$238.20	\$201.23	\$215.25
Specific Monthly Premium	\$30,450.06	\$34,534.62	\$37,419.48	\$41,600.76	\$44,305.20	\$37,428.78	\$40,036.50
Specific Annual Premium	\$365,400.72	\$414,415.44	\$449,033.76	\$499,209.12	\$531,662.40	\$449,145.36	\$480,438.00
Aggregate Rate							
Composite	\$30.06	\$13.87	\$15.66	\$12.31	\$12.31	\$6.97	\$6.97
Monthly Accomodation							
Aggregate Monthly Premium	\$5,591.16	\$2,579.82	\$2,912.76	\$2,289.66	\$2,289.66	\$1,296.42	\$1,296.42
Aggregate Annual Premium	\$67,093.92	\$30,957.84	\$34,953.12	\$27,475.92	\$27,475.92	\$15,557.04	\$15,557.04
AGGREGATE RETENTION							
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Run-In Limit	n/a	n/a	n/a	\$399,199	\$399,199	\$426,425	\$426,425
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Corridor	125%	125%	125%	125%	125%	125%	125%
Aggregate Factors							
Composite 186	\$1,052.93	\$1,020.01	\$1,097.31	\$1,129.98	\$1,129.98	\$1,093.36	\$1,093.36
Monthly Attachment Factor	\$195,844.05	\$189,721.86	\$204,099.66	\$210,176.28	\$210,176.28	\$203,364.96	\$203,364.96
Annual Attachment Factor	\$2,350,128.60	\$2,276,662.32	\$2,449,195.92	\$2,522,115.36	\$2,522,115.36	\$2,440,379.52	\$2,440,379.52

TOTAL FIXED COSTS

Total Monthly Premium	\$36,041.22	\$37,114.44	\$40,332.24	\$43,890.42	\$46,594.86	\$38,725.20	\$41,332.92
Total Annual Premium	\$432,494.64	\$445,373.28	\$483,986.88	\$526,685.04	\$559,138.32	\$464,702.40	\$495,995.04
Annual Difference	-	\$12,878.64	\$51,492.24	\$94,190.40	\$126,643.68	\$32,207.76	\$63,500.40
Percent Difference	-	2.98%	11.91%	21.78%	29.28%	7.45%	14.68%
Total Maximum Liability	\$2,782,623.24	\$2,722,035.60	\$2,933,182.80	\$3,048,800.40	\$3,081,253.68	\$2,905,081.92	\$2,936,374.56
Annual Difference	-	(\$60,587.64)	\$150,559.56	\$266,177.16	\$298,630.44	\$122,458.68	\$153,751.32
Percent Difference	-	-2.18%	5.41%	9.57%	10.73%	4.40%	5.53%

Additional Comments: Pending Large Claim Review Pending Large Claim Review Pending Large Claim Review Pending Large Claim Review No New Lasers at Renewal with 50% rate cap Pending Large Claim Review Pending Large Claim Review Pending Large Claim Review No New Lasers at Renewal with 50% rate cap



Town of Prosper
Stop Loss Marketing Analysis - Market Check
\$100,000 - UMR Administrator
Effective Date: 1/1/2020

Item 23.

Stop Loss Carrier	BCBS Current Plan	BCBS Renewal Plan	TMS Re Proposed Plan	HM - Option 1 Proposed Plan	HM - Option 2 Proposed Plan	QBE - Option 1 Proposed Plan	QBE - Option 2 Proposed Plan
TPA / Network	BCBS	BCBS	UMR	UMR	UMR	UMR	UMR
SPECIFIC RETENTION	\$75,000	\$75,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates							
Composite 186	\$163.71	\$185.67	\$160.84	\$179.85	\$191.54	\$164.28	\$175.71
Specific Monthly Premium	\$30,450.06	\$34,534.62	\$29,916.24	\$33,452.10	\$35,626.44	\$30,556.08	\$32,682.06
Specific Annual Premium	\$365,400.72	\$414,415.44	\$358,994.88	\$401,425.20	\$427,517.28	\$366,672.96	\$392,184.72
Aggregate Rate							
Composite	\$30.06	\$13.87	\$19.62	\$13.49	\$13.49	\$8.69	\$8.69
Monthly Accomodation							
Aggregate Monthly Premium	\$5,591.16	\$2,579.82	\$3,649.32	\$2,509.14	\$2,509.14	\$1,616.34	\$1,616.34
Aggregate Annual Premium	\$67,093.92	\$30,957.84	\$43,791.84	\$30,109.68	\$30,109.68	\$19,396.08	\$19,396.08
AGGREGATE RETENTION							
Contract	PAID	PAID	24/12	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Run-In Limit	n/a	n/a	n/a	\$416,365	\$416,365	\$426,425	\$426,425
Maximum Reimbursement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Corridor	125%	125%	125%	125%	125%	125%	125%
Aggregate Factors							
Composite 186	\$1,052.93	\$1,020.01	\$1,122.91	\$1,178.57	\$1,178.57	\$1,105.12	\$1,105.12
Monthly Attachment Factor	\$195,844.05	\$189,721.86	\$208,861.26	\$219,214.02	\$219,214.02	\$205,552.32	\$205,552.32
Annual Attachment Factor	\$2,350,128.60	\$2,276,662.32	\$2,506,335.12	\$2,630,568.24	\$2,630,568.24	\$2,466,627.84	\$2,466,627.84
TOTAL FIXED COSTS							
Total Monthly Premium	\$36,041.22	\$37,114.44	\$33,565.56	\$35,961.24	\$38,135.58	\$32,172.42	\$34,298.40
Total Annual Premium	\$432,494.64	\$445,373.28	\$402,786.72	\$431,534.88	\$457,626.96	\$386,069.04	\$411,580.80
Annual Difference	-	\$12,878.64	(\$959.76)	(\$959.76)	\$25,132.32	(\$46,425.60)	(\$20,913.84)
Percent Difference	-	2.98%	-6.87%	-0.22%	5.81%	-10.73%	-4.84%
Total Maximum Liability	\$2,782,623.24	\$2,722,035.60	\$2,909,121.84	\$3,062,103.12	\$3,088,195.20	\$2,852,696.88	\$2,878,208.64
Annual Difference	-	(\$60,587.64)	\$126,498.60	\$279,479.88	\$305,571.96	\$70,073.64	\$95,585.40
Percent Difference	-	-2.18%	4.55%	10.04%	10.98%	2.52%	3.44%

Additional Comments: Pending Large Claim Review Pending Large Claim Review Pending Large Claim Review Pending Large Claim Review No New Lasers at Renewal with 50% rate cap Pending Large Claim Review Pending Large Claim Review No New Lasers at Renewal with 50% rate cap



Disclaimer

The following summary of coverages is to be used only as an overview of each policy written and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

The policy/policies contain conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage has been written as requested.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.

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Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- Interest or Investment Income earned on insurance premiums.**
- Expense Allowances or Reimbursements from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.**
- Tier II Commission (sometimes referred to as “extra compensation”) is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.**
- Contingent Commission (sometimes referred to as “profit sharing”) which can be based on profitability, premium volume, premium retention, and/or growth. If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.**

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any BB&T-owned companies (including retail insurance brokers BB&T Insurance Services, Inc. and BB&T Insurance Services of California, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LP; insurance premium finance company, Prime Rate Premium Finance Corporation, Inc. or affiliates; or BB&T Assurance Company, Ltd.) disclosure of that income will also be included.

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Action
Pharmaceutical
Consulting



RFP #2019-61-A: 2020 PBM Vendor Analysis

Presented by:

Adam Aguilar, Pharmacy Benefit Consultant

Dawn Richardson, Account Executive

PROPRIETARY AND CONFIDENTIAL



McGRIFF, SEIBELS & WILLIAMS, INC.

Vendors Solicited

Item 23.

- Aetna
- AmWins – *Did Not Submit Bid*
- BCBS of Texas
- CapitalRx
- CastiaRx – *Did Not Submit Bid*
- CerpassRx – *Did Not Submit Bid*
- CitizensRx – *Did Not Submit Bid*
- Cigna
- Express Scripts – *Declined to Bid*
- Envolve Pharmacy Solutions – *Did Not Submit Bid*
- Heritage Health Solutions
- MedImpact – *Did Not Submit Bid*
- OptumRx – *Declined to Bid*
- ProAct
- Roundstone Captive – *Declined to Bid*
- Southern Scripts – *Declined to Bid*
- UMR
- WellDyne



Financial Analysis: Traditional

Item 23.

	BCBS TX (CURRENT)	BCBS of TX (PROPOSED)	Aetna	CapitalRx TRADITIONAL	Cigna	Heritage Health Solutions TRADITIONAL	ProAct TRADITIONAL	UMR (Optum)	WellDyneRx TRADITIONAL
Retail 30									
Brand Ingredient Cost	\$132,433	\$130,828	\$131,631	\$132,433	\$129,704	\$132,433	\$131,229	\$131,631	\$133,236
Generic Ingredient Cost	\$72,885	\$81,359	\$71,190	\$58,477	\$90,682	\$67,800	\$67,800	\$72,037	\$67,800
Dispensing Fee	\$3,003	\$3,230	\$2,247	\$2,107	\$3,933	\$2,528	\$2,247	\$1,966	\$2,809
Administrative Fee	\$0	\$0	\$0	\$18,961	\$0	\$0	\$0	\$0	\$0
Retail 90									
Brand Ingredient Cost	\$96,146	\$97,644	\$98,243	\$94,649	\$93,451	\$95,847	\$94,050	\$95,847	\$97,045
Generic Ingredient Cost	\$26,075	\$29,800	\$26,075	\$21,419	\$29,800	\$22,350	\$22,350	\$26,386	\$23,592
Dispensing Fee	\$549	\$619	\$0	\$269	\$753	\$0	\$0	\$108	\$0
Administrative Fee	\$0	\$0	\$0	\$3,632	\$0	\$0	\$0	\$0	\$0
Mail Order Service									
Brand Ingredient Cost	\$7,676	\$7,676	\$7,434	\$7,338	\$7,531	\$7,338	\$7,338	\$7,386	\$7,628
Generic Ingredient Cost	\$3,834	\$4,382	\$4,163	\$3,724	\$5,258	\$3,724	\$3,943	\$4,217	\$3,943
Dispensing Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Administrative Fee	\$0	\$0	\$0	\$203	\$0	\$0	\$0	\$0	\$0
Specialty									
Brand Ingredient Cost	\$271,978	\$271,978	\$280,170	\$278,532	\$278,532	\$270,340	\$276,893	\$271,978	\$271,978
Generic Ingredient Cost	\$28	\$28	\$29	\$29	\$29	\$28	\$29	\$28	\$28
Dispensing Fee	\$7	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Administrative Fee	\$0	\$0	\$0	\$223	\$0	\$0	\$0	\$0	\$0
Projected Cost - Before Rebates	\$614,615	\$627,545	\$621,182	\$621,995	\$639,673	\$602,388	\$605,880	\$611,584	\$608,059
\$ Difference From Baseline - Before Rebates		\$12,930	\$6,568	\$7,380	\$25,059	(\$12,226)	(\$8,735)	(\$3,030)	(\$6,556)
% Difference From Baseline - Before Rebates		2.10%	1.07%	1.20%	4.08%	-1.99%	-1.42%	-0.49%	-1.07%
Rebates									
Rebate Revenue	\$0	(\$75,330)	(\$69,605)	(\$143,930)	\$0	(\$101,350)	(\$126,219)	(\$11,776)	(\$79,590)
APC Comp	\$0	\$10,060	\$10,060	\$0	\$10,060	\$0	\$0	\$10,060	\$0
Projected Cost - After Rebates	\$614,615	\$562,274	\$561,636	\$478,065	\$649,733	\$501,038	\$479,661	\$609,868	\$528,469
\$ Difference From Baseline - After Rebates		(\$52,340)	(\$52,978)	(\$136,550)	\$35,118	(\$113,576)	(\$134,954)	(\$4,747)	(\$86,146)
Annualized - \$ Difference from Baseline - After Rebates									
% Difference From Baseline - After Rebates		-8.52%	-8.62%	-22.22%	5.71%	-18.48%	-21.96%	-0.77%	-14.02%

This pricing is based on a 3-year agreement.

This analysis should not be construed as a guarantee of savings. It is an assumption based on Rx claims: 01.2018-12.2018

Rebate Estimates Include Specialty Rebates; Calculated Using Brand Specialty Claim Count Filled During Rx Claims Period.

Action Pharmaceutical Consulting's Compensation is included in the pricing quote.

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Aetna

Item 23.

Estimated Savings After Rebates: -8.62%, -\$52,978
Formulary Disruption: Unknown

Pros:

- ✓ Offering a 1-Year Term Through 12/31/2020
- ✓ Owns Mail and Specialty Pharmacy's

Cons:

- ✗ Discounts are not Locked in for Three Years
- ✗ Did not Respond to Pharmacy RFP; Provided Carve-In Quote Through Medical RFP
- ✗ Pricing Assumes Aetna Administers both Medical and Pharmacy Benefits
- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ Single Source Generics are Not Included in Overall Generic Discount; Brand Discount
- ✗ Discounts and Dispensing Fee's Quoted are Not Guaranteed
- ✗ Some Preferred Brands will Process at Tier 1, Generic Copay Tier
- ✗ No Grace Fills at Retail for Specialty Medications

BCBS of Texas (Prime Therapeutics)

Item 23.

Estimated Savings After Rebates: -8.52%, -\$52,340

Formulary Disruption: None

Pros:

- ✓ No Member Disruption or Re-Card
- ✓ Ability to Offer Narrow Network w/ Deeper Discounts; CVS Excluded
- ✓ 100% of Desktop Audit Recoveries Credited to the Plan
- ✓ Owns Specialty and Mail Order Pharmacy's Through Partnership with Walgreens and Prime Therapeutics
- ✓ Stand Alone Specialty Call Center
- ✓ Specialty Supplies Included with Quote
- ✓ Split-Fill Program at Specialty
- ✓ Assumes Cost of Lost Specialty Medications
- ✓ Ingredient Level Processing on Compounds
- ✓ Loading of Historical Data Included in Quote
- ✓ Clinical and Administrative Prior Authorizations are Included with Quote

Cons:

- ✗ Carve-In Quote; Prime Therapeutics Required PBM
- ✗ Single Source Generics or Generics with 3 or Less Manufacturers Discounted as Brand
- ✗ Deviations to Terms and Definitions Not Notated in Response; BCBS Standard ASA Agreement Required
- ✗ 75% of Field Audit Recoveries Credited to the Plan
- ✗ Oral HIV and Transplant Medications Not Considered Specialty; No Specialty PA Attached
- ✗ Offering a PEPM Rebate Credit; Rebates Received Above Credit Retained by BCBS
- ✗ \$3,500 Annual Fee for Blue Insight Online Reporting Access
- ✗ Did Not Provide References; Cited Incumbent as Reason

CapitalRx

Item 23.

Estimated Savings After Rebates: -22.22%, -\$136,550
Formulary Disruption: 73.02% None, 19.24% Negative, 7.73% Excluded

Pros:

- ✓ Ability to Offer Narrow Network w/ Deeper Discounts; CVS or Walmart Excluded
- ✓ Standard 80% of Audit Recoveries Credited to the Plan
- ✓ Covers Cost of Lost Specialty Medications
- ✓ Offers a Copay Card Accumulator Program with \$\$ Credited to the Plan; \$50/Claim
- ✓ Ingredient Level Processing on Compounds
- ✓ Compound Dispense Fee's Determined by Pharmacy and Passed Thru to Plan
- ✓ Loading of Historical Data Included in Quote
- ✓ Offering a \$1,000 Implementation Allowance w/ \$500 Annual Maintenance Allowance
- ✓ Administrative Prior Authorizations \$0
- ✓ Clinical Prior Authorizations \$35; Lower Than Industry Standard of \$50
- ✓ Online Reporting Access

Cons:

- ✗ Pass Thru Pricing with \$6.75 Per Claim Admin Fee
- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ Does Not Own Mail or Specialty Pharmacy; Contracts with MagellanRx and Walmart
- ✗ Specialty Supplies not Included in Pricing
- ✗ Specialty Call Center is not Stand-Alone; Integrated with Member Services Center
- ✗ Oral HIV and Transplant Medications Not Considered Specialty; No Specialty PA Attached
- ✗ Does not Currently have Split-Fill Program at Specialty; Can Build Based on Town Parameters
- ✗ Compound Dispense Fee's Determined by Pharmacy and Passed Thru to Plan
- ✗ Member ID Cards \$0.75 Per Card, New & Replacement; Can Be Offset with Implementation Credit

Estimated Costs Above Current After Rebates: +5.71%, +\$35,118

Formulary Disruption: 86.07% None, 3.94% Non-Preferred, 5.23% Not Covered (OTC PPI/NSA), 2.38% Excluded

Pros:

- ✓ Current Vendor Relationship as Dental Provider
- ✓ Owns Specialty and Mail Order Pharmacies; Accredo through ESI
- ✓ Stand Alone Specialty Call Center
- ✓ Specialty Supplies Included with Quote
- ✓ Split-Fill Program at Specialty
- ✓ Assumes Cost of Lost Specialty Medications
- ✓ Ingredient Level Processing on Compounds
- ✓ Loading of Historical Data Included in Quote
- ✓ Clinical and Administrative Prior Authorizations are Included with Quote
- ✓ \$10,000 Implementation Credit with Copy of a Paid Invoice
- ✓ Online Reporting Access; Cigna Access
- ✓ \$100,000 Transitional Credit with Offer

Cons:

- ✗ Cannot Carve-Out; Must Adopt Medical, Prescription and Stop-Loss
- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ Did not Agree to Overall Generic Effective Rate
- ✗ Quoted Discounts are Estimates, Not Guaranteed
- ✗ Walgreens and Sam's Club Required Exclusion from Retail 90 Network
- ✗ 30% of Audit Recoveries Maintained by Cigna; Industry Standard is 20%
- ✗ Compound Dispensing Fee's \$10/Claim
- ✗ Does Not Offer Specialty Rebates
- ✗ Agreed to Terms and Conditions w/Caveats; Cigna Standard ASO Agreement Required
 - ✗ Dispute Resolution, Brand Drug Definition, Generic Drug Definition, PG Reconciliation Process, Rebates
- ✗ Did not Include References; Available if Selected as Finalist
- ✗ Initial Deposit Required Prior to Go-Live

Heritage Health Solutions

Item 23.

Estimated Savings After Rebates: -18.48%, -\$113,576
Formulary Disruption: Unknown

Pros:

- ✓ Agreed to Overall Generic Effective Rate
- ✓ 80% of Audit Recoveries Credited to the Plan
- ✓ Stand Alone Specialty Call Center Thru Briova
- ✓ Specialty Supplies Included with Quote
- ✓ Split-Fill Program at Specialty
- ✓ Assumes Cost of Lost Specialty Medications if Confirmed Delivery Issue
- ✓ Offers a Copay Card Accumulator Program
- ✓ Ingredient Level Processing on Compounds
- ✓ Loading of Historical Data Included in Quote
- ✓ Offering a \$4 Per Member Implementation Credit with Submitted Invoice
- ✓ Administrative Prior Authorizations \$0
- ✓ Clinical Prior Authorizations \$45; Lower Than Industry Standard of \$50

Cons:

- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ Retail 90 Requires Choice of CVS Exclusive or Walgreens Exclusive; All Other Pharmacies Excluded
- ✗ Does Not Own Specialty or Mail Order; Briova Specialty & Optum Mail Order
- ✗ Compound Dispensing Fee's \$10/Claim
- ✗ Not Able to Provide Ingredient Level Compound Reporting
- ✗ Any Rebates Earned Above Minimum Guarantee Retained by Heritage
- ✗ DUR Included, RDUR Charged at \$0.27 PMPM if Elected
- ✗ Does not Currently Have Online Reporting Access
- ✗ Did not Provide Formulary Disruption; Requires a Detailed Claims Data Report

ProAct Rx

Item 23.

Estimated Savings After Rebates: -21.96%, -\$134,954
Formulary Disruption: Unknown

Pros:

- ✓ Agreed to Overall Generic Effective Rate
- ✓ Can Offer Narrow Pharmacy Network with Deeper Discounts; Excludes CVS & Target
- ✓ 80% of Audit Recoveries Credited to the Plan
- ✓ International Mail Order Program Available w/Cost Savings to the Plan & Member
- ✓ Owns Specialty Pharmacy; Noble Health Services
- ✓ Stand Alone Specialty Call Center
- ✓ Specialty Supplies Included with Quote
- ✓ Split-Fill Program at Specialty
- ✓ Assumes Cost of Lost Specialty Medications if Confirmed Delivery Issue
- ✓ Offers a Copay Card Accumulator Program
- ✓ Ingredient Level Processing on Compounds
- ✓ Compound Dispense Fee's Same as Channel Guarantee
- ✓ Offering a \$4 Per Member Implementation Credit with Submitted Invoice
- ✓ 90% of Rebates Earned Above Guarantee are Passed on to the Plan
- ✓ Administrative Prior Authorizations \$0; Clinical Prior Authorizations \$40; Lower Than Industry Standard of \$50
- ✓ Online Reporting Access
- ✓ Privately Held Company

Cons:

- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ Loading of Historical Data \$5,000; One-Time Cost Not Retained by ProAct – Can Use Implementation Credit to Offset Cost
- ✗ RFP Not Submitted Originally as Town Required; Updated Response Provided
- ✗ Did not Provide Formulary Disruption; Requires a Detailed Claims Data Report

UMR (OptumRx)

Item 23.

Estimated Savings After Rebates: -0.77%, -\$4,747
Formulary Disruption: No Disruption 92.0%, Non-Formulary 8.0%

Pros:

- ✓ Can Offer Narrow Pharmacy Network with Deeper Discounts; Excludes CVS or Walgreens
- ✓ 80% of Audit Recoveries Credited to the Plan
- ✓ Owns Specialty & Mail Order Pharmacy's
- ✓ Stand Alone Specialty Call Center (Briova)
- ✓ Specialty Supplies Included with Quote
- ✓ Split-Fill Program at Specialty
- ✓ Assumes Cost of Lost Specialty Medications if Confirmed Delivery Issue
- ✓ Offers a Copay Card Accumulator Program
- ✓ Ingredient Level Processing on Compounds
- ✓ Loading of Historical Data at No Cost to the Plan
- ✓ Clinical and Administrative Prior Authorizations Included in Cost
- ✓ Online Reporting Access
- ✓ Strong Clinical Programs

Cons:

- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ Did not Agree to Overall Generic Effective Rate
- ✗ Compound Claim Dispensing Fee's are \$7.50/Claim
- ✗ No Implementation Credit Offered in RFP
- ✗ Rebates Offered are Offset with Rebate Fee Credit to Medical
- ✗ Agreed to Terms & Conditions with Caveats; Caveats Not Outlined in Response
- ✗ Assigned Staff and References Only Available if Selected as a Finalist

WellDyne Rx

Item 23.

Estimated Savings After Rebates: -14.02%, -\$86,146

Formulary Disruption: No Disruption 98.70%, Non-Formulary 0.83%, Excluded 0.47%

Pros:

- ✓ Privately Held Company
- ✓ Owns Specialty & Mail Order Pharmacy's
- ✓ Stand Alone Specialty Call Center; US Specialty Care
- ✓ Partial Fill Program
- ✓ Offers a Copay Card Accumulator Program with \$\$ Credited to the Plan
- ✓ Strong Clinical Programs

Cons:

- ✗ Member Disruption; Formulary, Re-Card, Specialty & Mail Order Changes
- ✗ RFP Questionnaire Not Submitted; Unable to Provide by Deadline on Follow-Up
- ✗ Firm Information, Product/Service Information, References, & Proof of Insurance Not Submitted; Unable to Provide by Deadline on Follow-Up

APC Recommendations

Item 23.

■ ProAct Rx

- Well known in the market place and manages over half-million member lives
- Provided second largest estimated savings at 21%

■ WellDyne Rx

- Larger PBM with new Upper Management
- Provided the second largest savings at 14%

■ Capital Rx

- Provided largest estimated savings of any vendor at 22%





Q&A

Repricing Analysis - Shared Records

Town of Prosper

Item 23.

This report compares all shared records between all carriers. Some carriers excluded more records than others which can be seen on the "Excluded Records" line. To view disruption based on non-excluded records for each individual carrier, refer to the other disruption report.

All Records	Claims	Pre-Discount	Excluded Records*	Claims	Pre-Discount	Included Record	Claims	Pre-Discount
Inpatient Hospital	380	\$475,639.41	Inpatient Hospital	72	\$59,923.18	Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	2,271	\$1,425,765.96	Outpatient Hospital	361	\$90,533.59	Outpatient Hospital	1,910	\$1,335,232.37
Office	11,224	\$1,103,744.13	Office	2,729	\$17,533.19	Office	8,495	\$1,086,210.94
Other	602	\$521,616.83	Other	75	\$10,897.98	Other	527	\$510,718.85
Total	14,477	\$3,526,766.33	Total	3,237	\$178,887.94	Total	11,240	\$3,347,878.39

*Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.

BCBS	Inpatient Hospital	Outpatient Hospital	Office	All Other	Total
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Pre-Discount Claims In-Network	\$415,716.23	\$1,149,694.45	\$1,029,045.59	\$404,711.95	\$2,999,168.22
Repriced Claims In-Network	\$184,617.41	\$493,976.42	\$399,991.79	\$168,145.34	\$1,246,730.97
Discount Percentage	55.59%	57.03%	61.13%	58.45%	58.43%
Pre-Discount Claims Out-of-Network	\$0.00	\$185,537.92	\$57,165.35	\$106,006.90	\$348,710.17
Repriced Claims Out-of-Network	\$0.00	\$37,993.00	\$23,900.55	\$23,975.56	\$85,869.11
Discount Percentage	0.00%	79.52%	58.19%	77.38%	75.38%
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Repriced Claims	\$184,617.41	\$531,969.42	\$423,892.34	\$192,120.91	\$1,332,600.08
Discount Percentage	55.59%	60.16%	60.98%	62.38%	60.20%

Bevcap	Total
Pre-Discount Claims	\$3,347,878.39
Pre-Discount Claims In-Network	\$3,279,115.05
Repriced Claims In-Network	\$1,557,579.65
Discount Percentage	52.50%
Pre-Discount Claims	\$3,279,115.05
Repriced Claims	\$1,557,579.65
Discount Percentage	52.50%

*Bevcap repricing data was provided in summary format. Bevcap did not reprice out of network claims

Repricing Analysis - Shared Records

Town of Prosper

Item 23.

This report compares all shared records between all carriers. Some carriers excluded more records than others which can be seen on the "Excluded Records" line. To view disruption based on non-excluded records for each individual carrier, refer to the other disruption report.

All Records	Claims	Pre-Discount	Excluded Records*	Claims	Pre-Discount	Included Record	Claims	Pre-Discount
Inpatient Hospital	380	\$475,639.41	Inpatient Hospital	72	\$59,923.18	Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	2,271	\$1,425,765.96	Outpatient Hospital	361	\$90,533.59	Outpatient Hospital	1,910	\$1,335,232.37
Office	11,224	\$1,103,744.13	Office	2,729	\$17,533.19	Office	8,495	\$1,086,210.94
Other	602	\$521,616.83	Other	75	\$10,897.98	Other	527	\$510,718.85
Total	14,477	\$3,526,766.33	Total	3,237	\$178,887.94	Total	11,240	\$3,347,878.39

*Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.

Cigna	Inpatient Hospital	Outpatient Hospital	Office	All Other	Total
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Pre-Discount Claims In-Network	\$414,970.23	\$1,331,162.28	\$980,251.19	\$502,257.00	\$3,228,640.70
Repriced Claims In-Network	\$188,509.93	\$550,109.67	\$397,871.78	\$186,131.34	\$1,322,622.72
Discount Percentage	54.57%	58.67%	59.41%	62.94%	59.03%
Pre-Discount Claims Out-of-Network	\$746.00	\$4,070.09	\$105,959.75	\$8,461.85	\$119,237.69
Repriced Claims Out-of-Network	\$433.59	\$2,365.62	\$61,985.03	\$4,935.07	\$69,719.31
Discount Percentage	41.88%	41.88%	41.50%	41.68%	41.53%
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Repriced Claims	\$188,943.52	\$552,475.29	\$459,856.81	\$191,066.40	\$1,392,342.03
Discount Percentage	54.55%	58.62%	57.66%	62.59%	58.41%

Maestro	Inpatient Hospital	Outpatient Hospital	Office	All Other	Total
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Pre-Discount Claims In-Network	\$414,970.23	\$1,325,592.28	\$978,186.19	\$470,083.65	\$3,188,832.35
Repriced Claims In-Network	\$225,328.83	\$544,818.43	\$416,707.32	\$212,007.73	\$1,398,862.31
Discount Percentage	45.70%	58.90%	57.40%	54.90%	56.13%
Pre-Discount Claims Out-of-Network	\$746.00	\$9,640.09	\$108,024.75	\$40,635.20	\$159,046.04
Repriced Claims Out-of-Network	\$405.08	\$3,962.08	\$46,018.54	\$18,326.48	\$68,712.17
Discount Percentage	45.70%	58.90%	57.40%	54.90%	56.80%
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Repriced Claims	\$225,733.91	\$548,780.50	\$462,725.86	\$230,334.20	\$1,467,574.48
Discount Percentage	45.70%	58.90%	57.40%	54.90%	

*Maestro repricing data was provided in summary format

Repricing Analysis - Shared Records

Town of Prosper

Item 23.

This report compares all shared records between all carriers. Some carriers excluded more records than others which can be seen on the "Excluded Records" line. To view disruption based on non-excluded records for each individual carrier, refer to the other disruption report.

All Records	Claims	Pre-Discount	Excluded Records*	Claims	Pre-Discount	Included Record	Claims	Pre-Discount
Inpatient Hospital	380	\$475,639.41	Inpatient Hospital	72	\$59,923.18	Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	2,271	\$1,425,765.96	Outpatient Hospital	361	\$90,533.59	Outpatient Hospital	1,910	\$1,335,232.37
Office	11,224	\$1,103,744.13	Office	2,729	\$17,533.19	Office	8,495	\$1,086,210.94
Other	602	\$521,616.83	Other	75	\$10,897.98	Other	527	\$510,718.85
Total	14,477	\$3,526,766.33	Total	3,237	\$178,887.94	Total	11,240	\$3,347,878.39

**Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.*

UHC	Inpatient Hospital	Outpatient Hospital	Office	All Other	Total
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Pre-Discount Claims In-Network	\$413,916.23	\$1,247,780.61	\$1,005,701.04	\$401,562.06	\$3,068,959.94
Repriced Claims In-Network	\$215,775.42	\$515,411.33	\$425,657.61	\$144,479.93	\$1,301,324.29
Discount Percentage	47.87%	58.69%	57.68%	64.02%	57.60%
Pre-Discount Claims Out-of-Network	\$1,800.00	\$87,451.76	\$80,509.90	\$109,156.79	\$278,918.45
Repriced Claims Out-of-Network	\$848.57	\$39,837.83	\$34,979.67	\$30,288.22	\$105,954.29
Discount Percentage	52.86%	54.45%	56.55%	72.25%	62.01%
Pre-Discount Claims	\$415,716.23	\$1,335,232.37	\$1,086,210.94	\$510,718.85	\$3,347,878.39
Repriced Claims	\$216,623.99	\$555,249.16	\$460,637.28	\$174,768.15	\$1,407,278.58
Discount Percentage	47.89%	58.42%	57.59%	65.78%	57.97%

Disruption Analysis - Shared Records

Town of Prosper

Item 23.

This report compares all shared records between all carriers. Some carriers excluded more records than others which can be seen on the "Excluded Records" line. To view disruption based on non-excluded records for each individual carrier, refer to the other disruption report.

All Records	Claims	Pre-Discount	Excluded Records*	Claims	Pre-Discount	Included Record	Claims	Pre-Discount
Inpatient Hospital	380	\$475,639.41	Inpatient Hospital	72	\$59,923.18	Inpatient Hospital	308	\$415,716.23
Outpatient Hospital	2,271	\$1,425,765.96	Outpatient Hospital	361	\$90,533.59	Outpatient Hospital	1,910	\$1,335,232.37
Office	11,224	\$1,103,744.13	Office	2,729	\$17,533.19	Office	8,495	\$1,086,210.94
Other	602	\$521,616.83	Other	75	\$10,897.98	Other	527	\$510,718.85
Total	14,477	\$3,526,766.33	Total	3,237	\$178,887.94	Total	11,240	\$3,347,878.39

**Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.*

BCBS			Aetna			Bevcap		
	Claims	Pre-Discount		Claims	Pre-Discount		Claims	Pre-Discount
Excluded Records	136	\$44,976.64	Excluded Records	193	\$122,574.68	Excluded Records	193	\$122,574.68
Percent Excluded	0.94%	1.28%	Percent Excluded	1.33%	3.48%	Percent Excluded	1.33%	3.48%
In-Network	Claims	Pre-Discount	In-Network	Claims	Pre-Discount	In-Network	Claims	Pre-Discount
Inpatient Hospital	308	\$415,716.23	Inpatient Hospital	306	\$414,970.23	Inpatient Hospital	306	\$414,970.23
Outpatient Hospital	1,749	\$1,149,694.45	Outpatient Hospital	1,829	\$1,308,328.73	Outpatient Hospital	1,829	\$1,308,328.73
Office	7,942	\$1,029,045.59	Office	8,362	\$1,075,684.62	Office	8,180	\$1,065,210.02
Other	436	\$404,711.95	Other	522	\$503,392.07	Other	507	\$490,606.07
Total	10,435	\$2,999,168.22	Total	11,019	\$3,302,375.65	Total	10,822	\$3,279,115.05
Pct. In-Network	Claims	Pre-Discount	Pct. In-Network	Claims	Pre-Discount	Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	100.00%	100.00%	Inpatient Hospital	99.35%	99.82%	Inpatient Hospital	99.35%	99.82%
Outpatient Hospital	91.57%	86.10%	Outpatient Hospital	95.76%	97.99%	Outpatient Hospital	95.76%	97.99%
Office	93.49%	94.74%	Office	98.43%	99.03%	Office	96.29%	98.07%
Other	82.73%	79.24%	Other	99.05%	98.57%	Other	96.20%	96.06%
Total	92.84%	89.58%	Total	98.03%	98.64%	Total	96.28%	97.95%

Disruption Analysis - Shared Records

Town of Prosper

Item 23.

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All Records	Claims	Pre-Discount	Excluded Records*	Claims	Pre-Discount	Included Record	Claims	Pre-Discount
Inpatient Hospital	380	\$475,639.41	Inpatient Hospital	72	\$59,923.18	Inpatient Hospital	308	\$415,716.23
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Total	14,477	\$3,526,766.33	Total	3,237	\$178,887.94	Total	11,240	\$3,347,878.39

**Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.*

Cigna			Maestro			UHC		
	Claims	Pre-Discount		Claims	Pre-Discount		Claims	Pre-Discount
Excluded Records	-	\$0.00	Excluded Records	32	\$1,644.86	Excluded Records	3,039	\$13,007.06
Percent Excluded	0.00%	0.00%	Percent Excluded	0.22%	0.05%	Percent Excluded	20.99%	0.37%
In-Network	Claims	Pre-Discount	In-Network	Claims	Pre-Discount	In-Network	Claims	Pre-Discount
Inpatient Hospital	306	\$414,970.23	Inpatient Hospital	306	\$414,970.23	Inpatient Hospital	303	\$413,916.23
Outpatient Hospital	1,859	\$1,331,162.28	Outpatient Hospital	1,856	\$1,325,592.28	Outpatient Hospital	1,814	\$1,247,780.61
Office	7,393	\$980,251.19	Office	7,379	\$978,186.19	Office	7,632	\$1,005,701.04
Other	517	\$502,257.00	Other	486	\$470,083.65	Other	438	\$401,562.06
Total	10,075	\$3,228,640.70	Total	10,027	\$3,188,832.35	Total	10,187	\$3,068,959.94
Pct. In-Network	Claims	Pre-Discount	Pct. In-Network	Claims	Pre-Discount	Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	99.35%	99.82%	Inpatient Hospital	99.35%	99.82%	Inpatient Hospital	98.38%	99.57%
Outpatient Hospital	97.33%	99.70%	Outpatient Hospital	97.17%	99.28%	Outpatient Hospital	94.97%	93.45%
Office	87.03%	90.25%	Office	86.86%	90.05%	Office	89.84%	92.59%
Other	98.10%	98.34%	Other	92.22%	92.04%	Other	83.11%	78.63%
Total	89.64%	96.44%	Total	89.21%	95.25%	Total	90.63%	91.67%



Town of Prosper – Best and Final Offer Summary

Below are the highlights of the responses from the vendors selected for the Best and Final Offer (BAFO) process.

Even with the strong financial response from Blue Cross Blue Shield, it is McGriff's recommendation that we still consider a move to UMR (United Healthcare) and Pro Act Rx (carving out PBM).

This recommendation more closely aligns with the long term objectives of Town of Prosper:

- 1.) Control of Pharmacy Benefit Management Contract (PBM)**
- 2.) Less Auto Adjudication of Claims**
- 3.) Better Case Management Engagement and Reporting**
- 4.) Ability to remove Out of Network (OON) Benefits without changing networks**

RFP - #2019-63-A

1.) Blue Cross Blue Shield of Texas

- Reduced administration fee by \$2.00 PEPM - \$4,464 reduction based on 186 employees
- Added wellness credit of \$15,000 and will take full reduction off administration fees on February Bill
- Added additional \$15,000 credit to be used at client's discretion and will take full reduction off administration fees on February Bill
- Offered an HMO network option in order to eliminate Out-of-Network Benefits (OON)

2.) UMR (United Healthcare)

- Two month premium holiday totaling \$19,273.32 in administrative fee credits

- Added wellness credit of \$5,000 to help pay for Online Health Risk Assessment (HRA) and other items if money left over.
- Added standard performance guarantees around claim administration services.

RFP #2019-61-A

1.) Prime Rx (carved in through Blue Cross)

- Offered a Performance Select Formulary under “BAFO 2” with a more restrictive formulary but increases rebate credits back to client. (Disruption to current utilization appears to be minimal).

2.) Pro Act Rx

- Improved Mail Order pharmacy discounts by 1% for Brand and Generic medications.

Lance Pendley
Senior Vice President – Employee Benefits



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Town of Prosper Executive Summary Effective Date: 1/1/2020

Item 23.

ASO Administrator	BCBS Current Plan (Carve In)	BCBS Renewal Plan (Carve In)	BCBS BAFO 1 Renewal Plan (Carve In)	BCBS BAFO 2 Renewal Plan (Carve In)	UMR Proposed Plan (Carve Out)	UMR BAFO Proposed Plan (Carve Out)
PBM Administrator	Prime RX	Prime RX	Prime RX	Prime RX	ProAct RX	ProAct RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	BlueChoice PPO Network	BlueChoice PPO Network	UHC Choice Plus Network	UHC Choice Plus Network
Annual ASO Admin. Fees (186)	\$76,892.40	\$75,039.84	\$70,575.84	\$54,974.16	\$126,799.92	\$115,639.92
Medical Repricing Claims Estimate	\$1,039,230.20	\$1,093,974.92	\$1,093,974.92	\$1,093,974.92	\$1,118,370.56	\$1,118,370.56
RX Claims	\$489,938.47	\$529,133.55	\$529,133.55	\$529,133.55	\$521,196.55	\$521,196.55
Projected Rebates	-	-	-	-	(\$126,219.00)	(\$126,219.00)
Wellness Credit - One Time	\$0.00	\$0.00	(\$15,000.00)	(\$15,000.00)	-	(\$5,000.00)
Run Out Admin Claims	-	-	-	-	\$11,606.40	\$11,606.40
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	1 year- Until 12/31/2020	1 year- Until 12/31/2020	2 years- Until 12/31/2021	2 years- Until 12/31/2021
Estimated Total Annual Cost	\$1,606,061.07	\$1,698,148.31	\$1,678,684.31	\$1,663,082.63	\$1,651,754.43	\$1,635,594.43
One time credit in Jan/Feb bill	-	-	(\$15,000.00)	(\$15,000.00)	-	(\$19,273.32)
\$ Combined Difference over Current		\$92,087.24	\$57,623.24	\$42,021.56	\$45,693.36	\$10,260.04
Combined Percent over Current (Total)		5.73%	3.59%	2.62%	2.85%	0.64%
\$ Combined Difference over Renewal			(\$19,464.00)	(\$35,065.68)	(\$46,393.88)	(\$62,553.88)
Combined Percent over Renewal (Total)			-1.15%	-2.06%	-2.73%	-3.68%

This executive summary assumes the following:

* Medical claims trended at 6% and repricing from carriers factored in.

* Pharmacy claims trended at 10% and repricing from APC factored in.

* Stop Loss cost is not factored in this analysis. RFP will go out late October.

*IBNR (2.5 months of Medical & 0.5 months for RX): \$495,125.95

*BCBS BAFO1: One time wellness credit of \$15K. There will be an additional \$15,000 admin credit for the February bill.

*BCBS BAFO2: One time wellness credit of \$15K. Performance Select Prescription Drug Rebate offered (It is a more restrictive formulary). There will be an additional \$15,000 admin credit for the February bill.

*UMR BAFO: One time wellness credit of \$5K. Performance Guarantee offered. One time fee: 2 months of UMR standard Medical Admin Fee waive - estimated amount \$19,273.32. No stop loss integration fee, if selected a prefer vendor.



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 23.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	BlueCross BlueShield BAFO 1 Renewal Plan + Prime RX	BlueCross BlueShield BAFO 2 Renewal Plan + Prime RX	UMR (Carve Out) Proposed Plan + ProAct RX	UMR (Carve Out) BAFO Proposed Plan + ProAct RX
Network	BlueChoice PPO Network	BlueChoice PPO Network	BlueChoice PPO Network	BlueChoice PPO Network	UHC Choice Plus Network	UHC Choice Plus Network
Set Up Fee / Captive Collateral	N/A	N/A	N/A	N/A	N/A	N/A
Renewal Fee	N/A	N/A	N/A	N/A	N/A	N/A
Administration Fees						
Medical Administration - Employee (186)	\$62.42	\$62.42	\$60.42	\$60.42	\$40.46	\$40.46
RX Rebate Credit	(\$32.92)	(\$33.75)	(\$33.75)	(\$40.74)	\$0.00	\$0.00
Stop Loss Interface Fee	Included	Included	Included	Included	\$5.00	\$0.00
Disease Management (BCBS-Wellbeing Enable)	\$4.95	\$4.95	\$4.95	\$4.95	\$3.85	\$3.85
Pre-Certification /Utilization Mgmt (pepm)	Included	Included	Included	Included	Included	Included
Nurse line	Included	Included	Included	Included	\$0.50	\$0.50
Large Case Management	Included	Included	Included	Included	Included	Included
PPO Access Fee (network)	Included	Included	Included	Included	Included	Included
Out of Network Savings PEPM Charge	N/A	N/A	N/A	N/A	\$4.00	\$4.00
External PBM Interface Fee	N/A	N/A	N/A	N/A	\$3.00	\$3.00
Total Admin Fees	\$34.45	\$33.62	\$31.62	\$24.63	\$56.81	\$51.81
Rate Guarantee	1 year- Until 12/31/2019	1 year- Until 12/31/2020	1 year- Until 12/31/2020	1 year- Until 12/31/2020	2 years- Until 12/31/2021	2 years- Until 12/31/2021
Total Monthly Admin Fee	\$6,407.70	\$6,253.32	\$5,881.32	\$4,581.18	\$10,566.66	\$9,636.66
Annual Admin Fee	\$76,892.40	\$75,039.84	\$70,575.84	\$54,974.16	\$126,799.92	\$115,639.92
One time Wellness Credit & Admin Fee Waive	-	-	(\$30,000.00)	(\$30,000.00)	-	(\$24,273.32)
Admin total after Credit	\$76,892.40	\$75,039.84	\$40,575.84	\$24,974.16	\$126,799.92	\$91,366.60
Annual Difference	-	(\$1,852.56)	(\$36,316.56)	(\$51,918.24)	\$49,907.52	\$14,474.20
% Difference	-	-2.41%	-47.23%	-67.52%	64.91%	18.82%
RX Expected Rebates	\$0.00	\$0.00	\$0.00	\$0.00	(\$126,219.00)	(\$126,219.00)
Projected Cost After Rebates	\$76,892.40	\$75,039.84	\$40,575.84	\$24,974.16	\$580.92	(\$34,852.40)
Annual Difference	-	(\$1,852.56)	(\$36,316.56)	(\$51,918.24)	(\$76,311.48)	(\$111,744.80)
% Difference	-	-2%	-47%	-68%	-99.24%	-145.33%
Run-In	N/A	N/A	N/A	N/A	Excludes Run - In	Excludes Run - In
Run-Out	\$20.80 PEPM for 3 months	\$20.56 PEPM for 3 months	\$20.56 PEPM for 3 months	\$20.56 PEPM for 3 months	2 months of admin fee; administer 6 mon of claims	2 months of admin fee; administer 6 mon of claims
Rx Administration	Included in the fee	Included in the fee; no carve out program	Included in the fee; no carve out program	Included in the fee; no carve out program	For carve out available - vendors require prior approval, additional fees may be applied	For carve out available - vendors require prior approval, additional fees may be applied
Medical & RX Integration	Included	Included	Included	Included	Included	Included
Allowances/ Credits	N/A	N/A	*One time wellness credit of \$15K	*One time wellness credit of \$15K	\$5,000 one time implementation credit - requires a 3 year agreement	*Wellness credit of \$5K *2 months of UMR standard Medical Admin Fee waive - estimated amount \$19,273.32
COBRA/ HIPAA Administration	N/A	Did not quote	Did not quote	Did not quote	\$1.05 pepm	\$1.05 pepm
SPD - Electronic Copy	Included	Included	Included	Included	Included	Included
ID Cards - Customized	Included	Included; third party vendor can be added if approved by BCBS association	Included; third party vendor can be added if approved by BCBS association	Included; third party vendor can be added if approved by BCBS association	Included; third party vendor can be added	Included; third party vendor can be added
Accept Eligibility from BenefitFirst	Yes	Yes	Yes	Yes	Yes	Yes



Town of Prosper ASO Medical Marketing Analysis Effective Date: 1/1/2020

Item 23.

	BlueCross BlueShield Current Plan + Prime RX	BlueCross BlueShield Renewal Plan + Prime RX	BlueCross BlueShield BAFO 1 Renewal Plan + Prime RX	BlueCross BlueShield BAFO 2 Renewal Plan + Prime RX	UMR (Carve Out) Proposed Plan + ProAct RX	UMR (Carve Out) BAFO Proposed Plan + ProAct RX	
Network	BlueChoice PPO Network	BlueChoice PPO Network	BlueChoice PPO Network	BlueChoice PPO Network	UHC Choice Plus Network	UHC Choice Plus Network	
Additional Information							
Performance Guarantee	N/A	Not offered	Not offered	Not offered	None	Offered. See document for details	
Subrogation	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	The standard fee is 25% of a cases reimb recovery. Workers' Comp recoveries are not assessed a fee & any recovery is credited back to the group at 100%.	Partners with Optum, claims with possible third party liability are flagged and additional information is requested from the member, 30% of recovered savings Credit Balance Recovery - 20% of recovered savings	Partners with Optum, claims with possible third party liability are flagged and additional information is requested from the member, 30% of recovered savings Credit Balance Recovery - 20% of recovered savings	
Wellness Programs	Well On Target Online Portal	Well On Target Online Portal. If added Wellbeing Empower coaching is available	*One time wellness credit of \$15K Well On Target Online Portal. If added Wellbeing Empower coaching is available	*One time wellness credit of \$15K Well On Target Online Portal. If added Wellbeing Empower coaching is available	UMR likes to take a customized approach to wellness and prefer to walk through the groups current program to address needs. Live Rewards included. Additional Programs for a fee	*Wellness credit of \$5K Online HRA is \$6.50 per completed risk assessment. This cost can be paid with the wellness credit budget.	
Centers of Excellence Providers	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	BlueDistinction Program: all facilities must regularly reapply for quality control. Bariatric surgery; cardiac, fertility, maternity care; knee & hip replacement, spine surgery, transplant services, gene therapy, cellular immunotherapy	Bariatric, Complex Cancers, Congenital Heart Disease, Infertility, Kidney Disease (clinical support program), Fertility, Spine & Joint Surgeries & Solid Organ - Bone Marrow/Stem Cell Transplant Services - additional pepms apply for each center	Bariatric, Complex Cancers, Congenital Heart Disease, Infertility, Kidney Disease (clinical support program), Fertility, Spine & Joint Surgeries & Solid Organ - Bone Marrow/Stem Cell Transplant Services - additional pepms apply for each center	
Bundle Pricing Arrangements	N/A	Do not offer, but willing to further discuss how to coordinate members	Do not offer, but willing to further discuss how to coordinate members	Do not offer, but willing to further discuss how to coordinate members	Does not have their own, can process bundled pricing-written in providers contract with UHC as a single rate of reimbursement for the bundled service	Does not have their own, can process bundled pricing-written in providers contract with UHC as a single rate of reimbursement for the bundled service	
Audit Duplicate Claims (4.3 questionnaire)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Auto-adjudicate 80% of claims through Blue Chips technology. Blue Chip is integrated with ClaimXten technology (software for audit procedure codes)	Use 7 data elements to check for duplicate charges. Claims greater than \$25,000 are audited- Town can lower this threshold, 73% of claims auto adjudicated.	Use 7 data elements to check for duplicate charges. Claims greater than \$25,000 are audited- Town can lower this threshold, 73% of claims auto adjudicated.	
Out of Network Savings/Charge	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Out of State EE will be access a dsct per claim of 4.14% not to exceed \$2K per claim	Advanced Claim Review - 30% of savings NPC & MNRP - 22% of savings *\$50,000/claim savings cap	Advanced Claim Review - 30% of savings NPC & MNRP - 22% of savings *\$50,000/claim savings cap	
Miscellaneous / Notes	*Bank Account to pay claims needs to be open for 12 months. *The run-off claims liability is \$344.88 PEPM	*Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*PBM: Performance Select Prescription Drug Rebate offered in BAFO *Benefits Value Advisor: \$2.95 PEPM (customer advocate -help memb to make care decisions) *Stop loss can be locked via written acceptance up to 45 cal. days after quote release *Services bill through claims: Livongo, Naturally Slim, Omada, Hinge Health *Wellbeing Enable Empower cost: \$7.95PEPM *Wellbeing Enable Savings: \$15PEPM approx./ Empower: \$20PEPM approx. *When unbundling a claim, there is a share savings of 25% charge process on the billing reconciliation	*Year 3 fees increase. See proposal. *Network Access Fee Excludes direct contracts *Telemedicine - \$1.25 - add dermatology no addt cost - Behavioral Health \$0.30 pepm *Will assign claims processing/customer service location(s) if named as finalist - 8 national locations (1 in TX) *Maternity Management - \$0.65 pepm *Interactive Reporting - \$0.40 pepm *Added pricing for dental, STD and vision administration, COBRA and FSA *Implementation: 90 days *Stop Loss interface fee waived is using preferred vendor: BP, Berkeley, Optum, QBE, Sun Life, SwissRe, Symetra, Tokio Marine HCC, Voya, Zurich	*Year 3 fees increase. See proposal. *Network Access Fee Excludes direct contracts *Telemedicine - \$1.25 - add dermatology no addt cost - Behavioral Health \$0.30 pepm *Will assign claims processing/customer service location(s) if named as finalist - 8 national locations (1 in TX) *Maternity Management - \$0.65 pepm *Interactive Reporting - \$0.40 pepm *Added pricing for dental, STD and vision administration, COBRA and FSA *Implementation: 90 days *Stop Loss interface fee waived is using preferred vendor: BP, Berkeley, Optum, QBE, Sun Life, SwissRe, Symetra, Tokio Manne HCC, Voya, Zurich



Disclaimer

The following summary of coverages is to be used only as an overview of each policy written and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

The policy/policies contain conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage has been written as requested.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.

THIS DOCUMENT IS PROPRIETARY, CONFIDENTIAL AND/OR PRIVILEGED AND IS INTENDED TO BE REVIEWED ONLY BY THE INDIVIDUAL AND/OR ENTITY TO WHICH IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT OR A REPRESENTATIVE OF THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY REVIEW, COPYING, DISCLOSURE AND/OR DISSEMINATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREIN IS PROHIBITED.

McGRIFF, SEIBELS & WILLIAMS, INC. COMPENSATION STATEMENT

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- Interest or Investment Income earned on insurance premiums.**
- Expense Allowances or Reimbursements from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.**
- Tier II Commission (sometimes referred to as “extra compensation”) is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.**
- Contingent Commission (sometimes referred to as “profit sharing”) which can be based on profitability, premium volume, premium retention, and/or growth.**

If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any BB&T-owned companies (including retail insurance brokers BB&T Insurance Services, Inc. and BB&T Insurance Services of California, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LP; insurance premium finance company, Prime Rate Premium Finance Corporation, Inc. or affiliates; or BB&T Assurance Company, Ltd.) disclosure of that income will also be included.

McGRIFF, SEIBELS & WILLIAMS, INC. THIRD PARTY DISCLAIMER

From time to time, McGriff, Seibels & Williams, Inc. (“MSW”) may share opinions or content regarding third party entities, third party providers of services, or make referrals to third party products and/or services (“Third Party Entities, Products and/or Services”). Any such opinions or content regarding Third Party Entities, Products and/or Services, or links to third party websites shared or posted on MSW’s website or social media sites do not constitute an endorsement of any third party, individual, organization, service, or product by MSW, nor does such activity indicate an affiliation with or sponsorship by MSW.

Any third party representations regarding their products or services contained in their written materials or on their websites are those of the respective authors and do not reflect the affirmation, concurrence or agreement of MSW, its employees, directors, officers, parents, or affiliates that those claims are accurate.

MSW assumes no liability in connection with any Third Party Entities, Products and/or Services or for the storage or any related breach in connection with your confidential information by such third parties. Further, MSW does not accept any responsibility nor does it offer any warranty regarding the quality, accuracy, timeliness, reliability or any other aspect of such Third Party Entities, Products and/or Services. MSW expressly disclaims any warranty or liability for any acts, failure to act, errors or omissions by such third parties. Accordingly, you should conduct your own due diligence of any Third Party Entities, Products or Services prior to their engagement or use.

HIPAA RULES BUSINESS ASSOCIATE AGREEMENT**PREAMBLE**

Pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and its implementing regulation, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR part 160 and part of 164 subparts A and E, hereinafter referred to as the “HIPAA Rules,” the Covered Entity, **Town of Prosper**, and Business Associate, **Action Pharmaceutical Consulting (APC)**, jointly the “Parties,” wish to enter into an Agreement that addresses the requirements of the HIPAA Rules with respect to “business associates” as defined in the HIPAA Rules.

Specifically this Agreement is intended to ensure that Business Associate will establish and implement appropriate safeguards (including certain administrative requirements) relating to Protected Health Information Business Associate may create, receive, maintain, use or disclose in connection with certain functions, activities, or services (collectively “Services”) to be provided by Business Associate to Covered Entity. The Services to be provided by Business Associate are identified in the Underlying Service Agreement between the Parties.

The Parties acknowledge and agree that in connection with the services to be provided, Business Associate may create, receive, maintain, use, or disclose Protected Health Information.

DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules and are incorporated by reference herein: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Business Associate- “Business Associate” generally shall have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the party to this agreement shall mean **Action Pharmaceutical Consulting (APC)**.

Covered Entity- “Covered Entity” generally shall have the same meaning as the term “Covered Entity” at 45 CFR 160.103, and in reference to the party to this agreement shall mean **Town of Prosper**.

Underlying Service Agreement. “Underlying Service Agreement” shall mean the contract, agreement or arrangement in effect at that time which governs the relationship between the Covered Entity and the Business Associate.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Business Associate will neither use nor disclose Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted for Business Associate's proper management and administration, as described herein.
- B. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- D. Business Associate agrees and acknowledges that it is acting as Covered Entity's independent contractor and not as Covered Entity's agent.
- E. Business Associate shall mitigate, to the extent practicable, any harmful effect known to Business Associate resulting from a use or disclosure in violation of this Agreement.
- F. Business Associate will ensure that its workforce, including all agents and/or subcontractors, is trained on the requirements under this Agreement to ensure compliance.
- G. Business Associate will identify all agent(s) and or subcontractor(s) and ensure that a HIPAA Business Associate Agreement with said agent(s) and/or subcontractor(s) is in place. Business Associate will further provide Covered Entity with a listing of each of its agents and subcontractors and update Covered Entity immediately should the listing change.
- H. Business Associate will establish and maintain a system to ensure it is fully aware of where its Protected Health Information is and to further monitor access to the Protected Health Information to ensure that it is able to meet its obligation to report Breaches and potential Breaches to Covered Entity.
- I. Business Associate agrees to, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) if applicable, ensure that any subcontractors and/or agents that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- J. Business Associate agrees to provide reasonable access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set that is in the Business

Associate's custody and control, to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524. The Parties acknowledge this provision applies only if the Business Associate maintains PHI in a Designated Record Set. If Covered Entity requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that enables Covered Entity to meet its electronic access obligations under 45 CFR 164.524.

- K. Business Associate shall indemnify and hold harmless Covered Entity against, and reimburse Covered Entity for, any expense, loss, damages, legal fees, or costs arising out of or related to any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions, whether brought by a third party or asserted by Business Associate, arising out of or related to Business Associate's acts and omissions associated with Business Associate's obligations under this Agreement or its use or disclosure of Protected Health Information. Business Associate shall further indemnify and hold harmless Covered Entity against, and reimburse Covered Entity for, any expense, loss, damages, legal fees, or costs arising out of or related to any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions, whether brought by a third party or asserted by Business Associate, in the event Covered Entity is determined to be in an agency relationship with Business Associate. Such indemnification shall include, but not be limited to, the payment of all reasonable attorney's fees and costs associated with any claim, demand, action, cause of action, or lawsuit arising out of or relating to such acts or omissions.
- L. Business Associate shall obtain and maintain at its sole expense, and in amounts consistent with industry standards, insurance to support its indemnification obligation under item K, above. A certificate of insurance coverage shall be provided to Covered Entity upon request.
- M. Business Associate agrees to develop, maintain and adhere to internal HIPAA policies and procedures designed to ensure compliance with this Agreement.

INDIVIDUAL RIGHTS

- A. Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of an individual's Protected Health Information that is in a Designated Record Set in the custody or control of Business Associate, so that Covered Entity may meet its amendment obligations under 45 CFR § 164.526. The Parties acknowledge this provision applies only if the Business Associate maintains PHI in a Designated Record Set.
- B. Business Associate agrees to maintain and make available the information required to

provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528

C. To allow Covered Entity to meet its obligations to account for disclosures of Protected Health Information under 45 CFR 164.528:

1) Disclosures Subject to Accounting. Business Associate will record the information specified below (Disclosure Information) for each disclosure of Protected Health Information, not excepted from Disclosure Accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

2) Disclosures Not Subject to Accounting. Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Protected Health Information if Covered Entity need not account for such disclosures under the HIPAA Rules.

3) Disclosure Information. With respect to any disclosure by Business Associate of Protected Health Information that is not excepted from disclosure accounting under the HIPAA Rules, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

a) Disclosure Information Generally. Except for repetitive disclosures of Protected Health Information described below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) the address of the entity to which Business Associate made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

b) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency periodicity or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures

4) Availability of Disclosure Information. Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within 10 calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

BREACHES AND SECURITY INCIDENTS

A. Business Associate will report to Covered Entity any security incident of which it becomes aware as soon as it becomes aware of such incident. Business Associate will further report to Covered Entity any attempted but unsuccessful security incident on a reasonable, regular

basis but not less than annually. Business Associate will make unsuccessful security incident reports annually except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions in this Agreement.

- B. Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement or HIPAA immediately upon Business Associate becoming aware of such non-permitted use or disclosure.
- C. Business Associate will report any Breach or potential Breach involving the Plan's Unsecured Protected Health Information in any form (hard copy, electronic or spoken) to Covered Entity's designated privacy officer immediately upon discovery. When reporting a Breach or potential Breach situation, Business Associate will provide a brief description of the event, including the date of the potential Breach and the date of discovery; the type of Protected Health Information involved; the identity of who made the non-permitted use or disclosure and who received the non-permitted disclosure; any preliminary steps taken to mitigate the damage; any steps the individuals who were subject to the Breach should take to protect themselves and a description of any investigatory steps taken. Business Associate will provide other such information, including a written report and risk assessment under 45 CFR 164.402 as Covered Entity may reasonably request. Further, Business Associate will promptly supplement the information to Covered Entity if and when further information becomes available. A Breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence, would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of Business Associate (determined in accordance with the federal common law of agency).
- D. When reporting a potential Breach or actual Breach to Covered Entity, Business Associate acknowledges that Business Associate will not implement the notification procedures required under federal law to the affected individuals, media outlets and/or HHS, as that function is reserved exclusively per this Agreement to Covered Entity. Further, Business Associate will ensure that its agents and/or subcontractors are aware that any actual or potential breach will be reported by Business Associate immediately and directly to Covered Entity.
- E. Business Associate shall reimburse Covered Entity all costs associated with any required notification resulting from Business Associate's breach.
- F. Business Associate shall be deemed to have knowledge of a potential Breach if the Breach is known, or by exercising reasonable diligence, would have been known to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate (determined in accordance with the federal common law of agency).

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information as necessary to accomplish the Services set forth in the Underlying Service Agreement provided such use or disclosure would not violate the Privacy Rule if done by the Covered Entity. Consistent with these general guidelines Business Associate may:

- a. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from any person or entity to whom the information is disclosed that: 1) the person or entity will hold the Protected Health Information in confidence and use or further disclose the Protected Health Information only for the purpose for which Business Associate disclosed Protected Health Information to the person or entity as Required By Law and 2) the person or entity will promptly notify Business Associate of any instance of which the person or entity is aware in which the confidentiality of the Protected Health Information has been breached.
- b. Business Associate will, in its performance of the functions, activities, services and operations specified in this Agreement, make reasonable efforts to use, to disclose and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HITECH Act and HIPAA Rules.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(I)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

A. Information Safeguards.

- i. **Privacy of Protected Health Information.** Business Associate will develop, implement, maintain and use appropriate administrative, technical and physical safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the

- Underlying Service Agreement specifies that Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
- ii. Security of Covered Entity's Electronic Protected Health Information.
Business Associate will comply with the Security Rule and will use appropriate administrative, technical and physical safeguards that reasonably or appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on Covered Entity's behalf. Business Associate will make any risk assessment documentation available to Covered Entity upon Covered Entity's request.
 - iii. No Transfer of Protected Health Information Outside United States.
Business Associate will not transfer Protected Health Information outside of the United States without the prior written consent of Covered Entity. In this context, a transfer outside of the United States occurs if Business Associate's workforce members, agents or subcontractors physically located outside of the United States are able to access, use or disclose Protected Health Information.
- B. Subcontractors. Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard Protected Health Information created, received, maintained or transmitted on behalf of Business Associate; and to apply the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information.
- C. Prohibition on Sale of Protected Health Information. Business Associate shall not engage in any sale (as defined in the HIPAA Rules) of Protected Health Information.
- D. Prohibition on Use or Disclosure of Genetic Information. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules.
- E. Penalties for Non-Compliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

COMPLIANCE WITH ELECTRONIC TRANSACTIONS RULE

If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each

applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

OBLIGATIONS OF COVERED ENTITY

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- D. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of **January 1, 2020** and shall terminate upon termination of the Underlying Services Agreement or on the date Covered Entity terminates for cause, whichever is sooner, subject to this Agreement's provisions regarding return or destruction of Protected Health Information.
- B. Termination for Cause. Covered Entity may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement, and after written notice to Business Associate of the Breach, Business Associate has failed to cure the breach within the time specified by Covered Entity. Any such termination shall be effective immediately or at such other date specified by Covered Entity's notice of termination.
- C. Obligations of Business Associate Upon Termination.
 - 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of

subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity the remaining Protected Health Information that Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information for Protected Health Information that cannot be feasibly destroyed or returned, while limiting further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
 - iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in this Agreement, which applied prior to termination; and
 - v. Return to Covered Entity the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- E. Survival. The obligations of Business Associate to protect the privacy and safeguard the security of Protected Health Information as specified in this Agreement will be continuous and shall survive the termination of the Agreement and/or the Underlying Service Agreement.

GENERAL PROVISIONS

- A. Third Party Beneficiaries. Nothing in this agreement shall be construed to create any third party beneficiary rights in any person, including any participant or beneficiary of the Plan.

- B. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- C. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this agreement from time to time to comply with the requirements of the HIPAA Rules and any other applicable law. This Agreement may be amended only by a written instrument signed by the parties.
- E. Inspection Rights. Business Associate agrees to make internal practices, books, and records, available to the Secretary for purposes of determining compliance with HIPAA Rules.
- F. Construction and Interpretation. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated at arm's length and each of the parties has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties and the language shall be construed as a whole and according to its fair meaning. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. Any presumption or principle that the language is to be construed against any party shall not apply.
- G. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by the law of California, except to the extent preempted by federal law.
- H. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.
- I. Notices. All notice and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person; (ii) by a nationally-recognized, next-day courier service; (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.
- J. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter.

IN WITNESS WHEREOF, and in consideration of the mutual promises and provisions contained herein, the parties have executed this Agreement to safeguard the Protected Health Information of the Plan's participants and beneficiaries.

Town of Prosper

Action Pharmaceutical Consulting

Signature: _____

Signature: _____

Printed Name: Harlan Jefferson

Printed Name: Aaron Bren

Title: Town Manager

Title: CEO

Date: _____

Date: _____

PROACT, INC. SERVICE AGREEMENT

with

Town of Prosper

ProAct, Inc.
6333 Route 298
East Syracuse, New York 13057
(315) 287-3652

SERVICE AGREEMENT

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PROACT, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this first day of January, 2020, between ProAct, Inc., a New York corporation with offices located at 6333 Route 298, East Syracuse, New York 13057 (hereinafter referred to as “ProAct”), and Town of Prosper with offices located at 200 S. Main Street, 3rd Floor, Prosper, TX 75078 (hereinafter referred to as “Plan Sponsor”).

WHEREAS, Plan Sponsor is a business organized under the laws of the State of Texas and desires to offer a pharmacy prescription drug benefit plan providing for the dispensing of prescription drugs and other covered products to Plan Participants; and

WHEREAS, Plan Sponsor desires to hereby engage ProAct to perform services relating to prescription drug claim processing, eligibility verification, mail service pharmacy and preparation of drug management and utilization reports required by Plan Sponsor; and

WHEREAS, ProAct is qualified to perform the matters referred to hereunder and is willing to do so upon and subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises and agreement herein contained, Plan Sponsor and ProAct hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Average Wholesale Price

The term “Average Wholesale Price” shall mean the average wholesale price of a prescription drug or medication dispensed as set forth in the current price list updated no less than weekly in recognized sources such as Medi-Span or First Data Bank, including its supplements, or other nationally recognized pricing source as determined by ProAct in its sole discretion. The applicable Average Wholesale Price (“AWP”) for prescriptions dispensed at retail and mail services pharmacies shall be based on the actual package size submitted. In the event of any material change in the method used to determine AWP by First DataBank or Medi-Span, or should First DataBank and Medi-Span not continue to publish AWP pricing, the parties agree to modify the pricing hereunder to maintain the parties’ respective economic position under this Agreement as of the Effective Date such that the aggregate net price of a product is the same as before such change or discontinuance occurred.

1.2 Benefit Plan

The term “Benefit Plan” shall mean Plan Sponsor’s plan document covering prescription drug benefits, including Claims processing parameters and other information specifying healthcare coverage for Plan Participants, as those parameters currently exist or may be amended in the future. Plan Sponsor will provide ProAct with certain information relating to such Benefit Plans (“Benefit Plan Information”), as required in Section 4.2.

1.3 Claims

The term “Claims” shall mean those prescription drug claims processed through ProAct’s on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with a Benefit Plan.

1.4 Copayment

The term “Copayment” shall mean such amounts as are required to be paid to Participating Pharmacies by Plan Participants according to the Benefit Plan Information provided by Plan Sponsor, which may be a deductible, a percentage of the prescription price or a fixed charge.

1.5 Dispensing Fee

The term “Dispensing Fee” shall mean the amount established by agreement between Plan Sponsor and ProAct on the date of execution hereof, and modified thereafter by agreement between ProAct and Plan Sponsor, as the standard Participating Pharmacy fee for filling a single prescription.

1.6 Effective Date

The term “Effective Date” shall mean the date upon which this Agreement shall be effective. The Effective Date is January 1, 2020.

1.7 ERISA

The term “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

1.8 Formulary

The term “Formulary” shall mean the list of prescription drugs and medications identified by ProAct for routine use and which will be dispensed through Participating Pharmacies to Plan Participants.

1.9 HIPAA

The term “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

1.10 Identification Cards

The term “Identification Cards” (“ID Cards”) shall mean printed identification cards containing specific information about the prescription drug benefits to which the Plan Participants are entitled. All ID Cards shall have the applicable ProAct pharmacy

network logo or other method of identifying the fact that ProAct is the provider of the prescription drug benefit in a form acceptable to ProAct.

1.11 Implementation Date

The term “Implementation Date” shall mean the date upon which ProAct completes the input of Plan Sponsor’s Plan Participants List, unless such date is extended because Plan Sponsor’s data required conversion or is in a format that is unacceptable to ProAct, pursuant to Section 3.2.

1.12 Maximum Allowable Cost or MAC

The term “Maximum Allowable Cost” or “MAC” shall mean the unit price that has been established by ProAct for a multi-source drug (i.e., a drug with more than two sources) included on the MAC drug list applicable to Plan Sponsor, which list may be amended from time to time by ProAct in maintaining its generic pricing program. Plan Sponsor acknowledges that the MAC list applicable to Plan Sponsor is not the same as the MAC published by the Centers for Medicare and Medicaid Services (formerly known as the Health Care Financing Administration, or “HCFA MAC”).

1.13 Participating Pharmacies

The term “Participating Pharmacies” shall mean those organizations which contract with ProAct to provide Pharmacy Drug Services for Plan Participants and shall include, but shall not be limited to, walk-ins, mail order, specialty injectible and e-commerce vendors.

1.14 Pharmaceutical Manufacturer

The term “Pharmaceutical Manufacturer” shall mean a pharmaceutical company which has entered into an agreement with ProAct to offer discounts for pharmaceutical products.

1.15 Pharmacy Network

The “Pharmacy Network” consists of a retail pharmacy network, established and maintained by ProAct, to provide covered prescription drugs and other products.

1.16 Pharmacy Network Management

The term “Pharmacy Network Management” shall mean ProAct’s responsibility for contract reimbursement negotiations as well as provider relations with Participating Pharmacies. Reimbursement negotiations shall include: i) payment terms; ii) method of payment; iii) timeliness of payment; and iv) access fees, as well as any other issues related to payment to Participating Pharmacies. Provider relations shall include: i) store information updates; ii) credentialing; iii) contract compliance; and iv) Plan Participant service issues, as well as any other issues related to the relationship with Participating Pharmacies.

1.17 Plan Participants

The term “Plan Participants” shall mean those individuals who are entitled to Prescription Drug Services under the Plan as identified by Plan Sponsor as set forth in Plan Sponsor’s eligibility file prepared and maintained by Plan Sponsor and delivered to ProAct.

1.18 Plan Participants List

The term “Plan Participants List” shall have the meaning set forth in Section 3.2.

1.19 Prescription Drug Services

The term “Prescription Drug Services” shall mean all claims processing, reporting, rebate administration, pharmacy network management and other pharmacy benefit management services to be provided by ProAct pursuant to this Agreement.

1.20 Protected Health Information or PHI

The terms “Protected Health Information” or “PHI” shall have the meaning given such terms by HIPAA but limited to that information created or received by ProAct in its capacity as a business associate to the Benefit Plan.

1.21 Rebates

The term “Rebates” shall mean the formulary rebates, including base and market share rebates, collected by ProAct in its capacity as a group purchasing organization for the Benefit Plan from various pharmaceutical companies that are attributable to the utilization of single source brand prescription drugs by Plan Participants.

ARTICLE 2
PROACT SERVICES

- 2.1 Claims Processing Services. ProAct shall provide Claims processing services related to Claims for prescriptions dispensed on or after the Effective Date of this Agreement. ProAct shall process Claims received from Participating Pharmacies and Plan Participants, determine whether such Claims qualify for reimbursement in accordance with the terms of the applicable Benefit Plan and determine the applicable payment. ProAct agrees to process Claims within National Council for Prescription Drug Programs (NCPDP) prevailing standards. ProAct shall process Claims within the time frames established by applicable state and federal law. Upon termination of this Agreement, ProAct shall be obligated to process only those Claims which are for prescriptions dispensed before the termination date and which are received by ProAct within ninety (90) days of the termination date. Any Claims submitted and processed after the termination date will be invoiced at the rates set forth for such Claims in Exhibit A.

ProAct shall arrange for the following services to be provided upon receipt of a Claim:

- (a) Verify that the patient for which the prescription has been claimed is a Plan Participant and is entitled to Prescription Drug Services.
- (b) If applicable, verify that the prescriber is an authorized prescriber under the Benefit Plan.
- (c) Verify that the medication dispensed is a drug covered by the Benefit Plan.

- 2.2 Collection of Copayment by Participating Pharmacies. Prior to providing to a Plan Participant any Prescription Drug Services to which such Plan Participant is or may be entitled under a Benefit Plan, Participating Pharmacies shall be required to collect from Plan Participant the amount of any applicable Copayment. Participating Pharmacies shall not recover from Plan Participants any unpaid balances due Participating Pharmacies from ProAct or Plan Sponsor.
- 2.3 Mail Order Delivery Pharmacy. ProAct shall provide mail order home delivery services through PROACT Pharmacy Services as follows:
- (a) Dispense new or refill prescriptions following receipt from a Plan Participant of a prescription and a completed order or refill order form and any applicable Copayment;
 - (b) Fill prescriptions subject to the professional judgment of the dispensing pharmacist, good pharmacy practices in accordance with local community standards and product labeling guidelines; and
 - (c) Ship all filled prescriptions to Plan Participants via United States postal service or other appropriate carriers to the address provided by the Plan Participant.
- 2.4 Direct Plan Participant Reimbursement. To the extent authorized by the Benefit Plan, ProAct or Plan Sponsor shall provide Plan Participants with a ProAct (and Plan Sponsor approved) Claim form for use for reimbursement for Prescription Drug Services provided by a Participating or non-Participating Pharmacy. When such a Claim is submitted on the approved form, ProAct shall process the Claim according to the Benefit Plan and in the amount approved by Plan Sponsor for payment.
- 2.5 Claim Submission. Plan Sponsor acknowledges that ProAct shall require the Participating Pharmacies to send to ProAct, at the expense of the Participating Pharmacies, Claims via on-line point-of-sale terminals (“POS”), and/or on the Universal Claim Forms (“UCF”), and/or magnetic tapes or diskettes containing Claims information. Incorrect Claims will be denied. The Claim forms shall be sent to:

ProAct, Inc.
1230 US Highway 11
Gouverneur, New York 13642
Attention: Helpdesk

or at such other address designated by ProAct upon written notice.

- 2.6 Pharmacy Network Administration. ProAct shall contract with Participating Pharmacies at various reimbursement rates throughout the term of the Agreement, and shall charge Plan Sponsor a blended reimbursement rate which may be greater or less than the actual rate paid to Participating Pharmacies. Plan Sponsor acknowledges and agrees that such

difference in provider discount, if any, shall be retained by ProAct as compensation for administering the pharmacy network.

- 2.7 Therapeutic Alternative Program. Generic substitutions may be conducted through ProAct's mail order delivery service pharmacies and Participating Pharmacies under a program that substitutes brand name drugs with generic equivalents or therapeutic alternatives, where available and clinically appropriate, unless (i) the prescriber requires the prescription to be dispensed as written and does not authorize generic substitution; or (ii) the Plan Participant has notified the dispensing pharmacy to dispense the brand name drug only.
- 2.8 Payments to Participating Pharmacies. ProAct shall pay to the Participating Pharmacies, on behalf of Plan Sponsor, such reimbursement as may be agreed upon by Plan Sponsor and ProAct for dispensing of prescriptions to Plan Participants no later than fourteen (14) business days from confirmation of receipt of funds from Plan Sponsor for this purpose.
- 2.9 Transaction Charges. Participating Pharmacies shall be responsible for any applicable transaction charges associated with the submission of Claims to ProAct. Such charges are to be deducted by ProAct from the reimbursements to such Participating Pharmacies. Reimbursement checks to Participating Pharmacies using POS, Pharmacy Computer Systems and UCF for Claims processing will be paid in the net amount of the Claim after deduction by ProAct of all applicable transaction charges.
- 2.10 Customer Service for Pharmacy and Plan Participant Inquiries. ProAct shall be responsible for responding to inquiries from Participating Pharmacies and Plan Participants regarding the services provided by ProAct under this Agreement through a ProAct toll-free phone line. Services to be provided by ProAct include providing answers to questions on eligibility, Benefit Plan guidelines, deductibles, Copay levels, maximum benefit status, instructions on completing a direct Plan Participant reimbursement claim form and status of direct Plan Participant reimbursement claims.
- 2.11 Hours of Service. ProAct's 800 Help Line shall be available to Plan Sponsors, Participating Pharmacies and Plan Participants 24 hours a day. These hours do not include national holidays and may be changed at any time. ProAct shall notify Plan Sponsor and the Participating Pharmacies prior to any changes to the schedule of business hours.
- 2.12 Pharmacy Audits. ProAct shall maintain criteria, which it may amend from time to time, to establish when and how a Participating Pharmacy shall be audited to determine compliance with its contract with ProAct. The audit may be conducted by ProAct's internal auditors or its outside auditors or by ProAct's review of electronically transmitted Claims. On-site pharmacy audits shall be conducted on a contingency basis. ProAct shall not be required to institute any action to collect any overpayments to Participating Pharmacies.

- 2.13 Core Reports. ProAct shall prepare and deliver to Plan Sponsor core claims reports no later than thirty (30) days from the close of each quarter. Additional or customized reports shall incur costs to Plan Sponsor as described in Exhibit A.
- 2.14 Eligibility and Benefit Plan Changes. ProAct shall load Plan Participant data into the ProAct system no later than five (5) business days from receipt of such data. ProAct shall have thirty (30) days to implement any changes in any coverage criteria used by Plan Sponsor that require customized edits. The charges, as determined by agreement between ProAct and Plan Sponsor, for the necessary custom programming to implement any such customized edit will be borne by Plan Sponsor unless otherwise agreed by the parties. Plan Sponsor shall be bound by the change date requirements as described in Section 4.2 of this Agreement.
- 2.15 Plan Participant Services. Plan Participants shall be able to view their personal drug history for retail and mail order medications, expenditures and Copayments.
- 2.16 Government Agency Submitted Claims. Plan Sponsor acknowledges that government agencies may seek eligibility or similar data from ProAct regarding Plan Participants. Additionally, government agencies, or their agents, may submit to ProAct claims for reimbursement for prescription drug benefits provided by such government agencies to Plan Participants (“Government Claims”). Plan Sponsor authorizes ProAct to provide such data as requested by government agencies or their agents and further authorizes ProAct to process such Government Claims on behalf of Plan Sponsor. Plan Sponsor shall reimburse ProAct for all amounts advanced by ProAct for payment of Government Claims. Plan Sponsor acknowledges that Government Claims submitted by or on behalf of a state Medicaid agency shall be paid if submitted within three (3) years from the original date of fill unless a longer period is required by applicable law. In addition, Government Claims submitted by or on behalf of a state Medicaid agency may not be denied on the basis of the format of the Government Claim or failure to present proper documentation at the point-of-sale. Plan Sponsor shall also reimburse ProAct for any adjustments or reconciliations to previously processed Government Claims that may be payable to government agencies in accordance with applicable laws and regulations. ProAct reserves the right to (i) terminate these services upon ninety (90) days’ prior written notice to Plan Sponsor; or (ii) delegate these services to a third party claims processor.
- 2.17 Non-Standard or Excessive Services or Materials. In the event Plan Sponsor requests non-standard Identification Cards, services, forms, materials or documents, or standard services, forms, materials or documents in an amount which ProAct determines to be unreasonable or excessive, Plan Sponsor shall be charged for such additional services as provided based on the fee structure described in Exhibit A.
- 2.18 Additional Services. In the event that Plan Sponsor requests ProAct to provide services other than those described herein, including special research projects, special reports, consultative services (e.g., HIPAA compliance consultation), ProAct system changes to accommodate changes in Plan Sponsor’s Benefit Plan or system, or other tasks to be

specifically performed for or on behalf of Plan Sponsor, Plan Sponsor shall pay to ProAct an additional charge to be mutually agreed upon by the parties in writing before the services are provided.

ARTICLE 3 IMPLEMENTATION

- 3.1 Implementation Services. ProAct shall provide standard implementation services to Plan Sponsor at no additional charge. In consultation with Plan Sponsor, ProAct shall develop a mutually agreeable implementation plan prior to the Effective Date. .
- 3.2 Plan Participant Lists. Plan Sponsor shall provide to ProAct (i) a full file list of Plan Participants (including eligible dependents) as described in Section 4.1 hereof at least fourteen (14) days prior to the Implementation Date in a format acceptable to ProAct; (ii) the governing Benefit Plan, including a summary plan description; and (iii) such other information required by Section 4.2 hereof describing the Plan Sponsor's Benefit Plan to be used by ProAct to provide Prescription Drug Services under the terms of this Agreement.

ARTICLE 4 DUTIES TO BE PERFORMED BY PLAN SPONSOR

- 4.1 Eligibility Data. Plan Sponsor shall provide to ProAct all information concerning the Prescription Benefit Plan and Plan Participants necessary for ProAct to perform the Prescription Drug Services, including all updates thereto, on a daily basis and at least fourteen (14) days prior to the Implementation Date. Plan Sponsor shall be responsible for ensuring the accuracy of the Eligible Member List and Plan Sponsor shall be obligated to pay ProAct for Claims accepted by ProAct that are submitted by or on behalf of persons listed on any Plan Participants List. Plan Sponsor shall bear the entire risk of all fraudulent Claims submitted by Plan Participants or by unauthorized persons using a Plan Participant's ID Card or identification number. The Plan Participant List shall contain the following minimum information:
- Plan Participant's identification number;
 - Plan Participant's full name (last, first, and middle initial);
 - Plan Participant's date of birth;
 - Plan Participant's address;
 - the names of dependents;
 - the dates of birth for dependents;
 - the date the Plan Participant's participation in Prescription Drug Services under the Benefit Plan becomes effective;
 - the date the Plan Participant's participation in Prescription Drug Services under the Benefit Plan is terminated;
 - the Benefit Plan group number

Plan Sponsor agrees to indemnify ProAct for any damages related to Plan Sponsor's failure to provide accurate and timely data described in this Section 4.1.

- 4.2 Benefit Plan Information. Thirty (30) days prior to the Effective Date hereof, Plan Sponsor will deliver to ProAct detailed Benefit Plan Information. Such information shall contain all of the elements required by ProAct so that ProAct may verify and price the Claims submitted by Participating Pharmacies, and to prepare the various reports as described in this Agreement. In addition, Plan Sponsor shall provide any Benefit Plan Information changes to ProAct immediately, preferably thirty (30) days prior the date such changes shall become effective (the "Change Date"), except that changes to Benefit Plan Information that are to be effective on January 1 of any given year must be provided to ProAct at least ninety (90) days prior to January 1. Failure to provide Benefit Plan Information changes within the time frames described in this Section 4.2 may result in postponement of the proposed Change Date. Plan Sponsor shall also provide to ProAct copies of and any subsequent changes to the applicable plan document, certificate of insurance or summary plan description documentation containing Benefit Plan Information related to the Prescription Drug Services administered by ProAct under this Agreement.
- 4.3 Notification Requirements. Plan Sponsor will review all reports, statements, and invoices provided by ProAct and shall notify ProAct in writing of any errors or objections within thirty (30) days of receipt. Specifically, this shall also apply to all service requests, benefit change request forms, pharmacy operations change requests or any notification resulting from an independent audit. Until Plan Sponsor notifies ProAct in writing of any errors or objections, ProAct will be entitled to rely on the information contained in the reports, statements, and invoices. If Plan Sponsor does not notify ProAct in writing of any errors or objections within the thirty (30) day period, the information contained therein will be deemed accurate, complete, and acceptable to Plan Sponsor, and thereafter ProAct shall have no liability related thereto. This does not apply with respect to any undercharges or underpayments of Plan Sponsor.
- 4.4 Plan Participant Copayments. ProAct may, but shall not be obligated to, dispense a prescription even if the prescription is not accompanied by the applicable Copayment. ProAct will credit any amount submitted by Plan Participant in excess of the Plan Participant's Copayment. In the event a Plan Participant submits to ProAct an insufficient Copayment and the Plan Participant fails to remit the balance of the Copayment amount to ProAct within thirty (30) days of ProAct's request, then ProAct shall have the right to invoice Plan Sponsor and Plan Sponsor shall have an obligation to pay ProAct the amount of the uncollected Copayment.

ARTICLE 5
PAYMENTS DUE PROACT

- 5.1 Invoicing. ProAct shall invoice Plan Sponsor for claims on a bi-weekly basis. Plan Sponsor shall remit to ProAct via overnight mail the full amount reflected on such invoices within ten (10) business days to the bank account designated by ProAct. Should said amount not be remitted via overnight mail within ten (10) business days, Plan Sponsor shall be subject to interest charged on all overdue amounts at an amount equal to one and one-half percent (1.5%) per month, to accrue on a daily basis. If Plan Sponsor questions the amount of the Statement, Plan Sponsor may notify ProAct of its questions regarding said amount but shall remain obligated to send via overnight mail the full amount of the invoice. If ProAct receives such a notice, it shall make a commercially reasonable effort to respond to such questions within five (5) business days.
- 5.2 Suspension of Services. In the event amounts due ProAct under Section 5.1 are more than two (2) days' past due and payment has not yet been sent via overnight mail to a ProAct designated bank account, then ProAct may give notice to Plan Sponsor of ProAct's intent to suspend its services and system operations. At any time thereafter, ProAct may terminate this Agreement as provided in Article 12 of this Agreement. Plan Sponsor shall be responsible for all costs of collection and agrees to reimburse ProAct for such costs and expenses, including reasonable attorneys' fees.
- 5.3 Deposit. In the event Plan Sponsor fails to remit its full payment within ten (10) business days of its receipt of ProAct's invoice three (3) or more times during any twelve (12) month period, ProAct shall have the option, in its sole discretion, to collect from Plan Sponsor a deposit in an amount equal to the average invoice amount over the previous six (6) months, or, if there is a less than six (6) months' billing history, then such deposit shall be equal to the average invoice amount over the actual billing history. ProAct shall retain the deposit until the termination of this Agreement, at which time such deposit shall be returned, without interest, less any offsets for payment defaults and collection costs (in accordance with Section 5.5 below).
- 5.4 Sale and Use Taxes. The parties hereby agree that the payment of any and all state and local sales taxes and use taxes attributable to any Prescription Drug Services delivered pursuant to this Agreement shall be the sole and exclusive obligation of Plan Sponsor.
- 5.5 Offsets. In the event of any uncured payment default, Plan Sponsor hereby authorizes ProAct to offset the amount of such payment defaults and collection costs against any amounts otherwise payable to Plan Sponsor (including any Rebate amounts as provided in Article 7) or Plan Sponsor's deposit (as described in Section 5.3 above).

ARTICLE 6 RECORDS

- 6.1 Maintenance of Records. ProAct shall maintain, in the original form or other media, the Claims received from the Pharmacy Network and adequate records to establish payment to the Pharmacy Network. Upon prior written notification to ProAct, Plan Sponsor shall have access to such records during normal business hours.
- 6.2 Use of Information. ProAct and Plan Sponsor may use, reproduce, or adapt information obtained in connection with this Agreement, including Claims data information and eligibility information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, including the provisions of HIPAA, and may not use the information in any way prohibited by Law. Each party shall be solely responsible for its own use of the information and shall indemnify and hold the other party harmless for, from and against any and all costs, losses and damages incurred by such other party as a result of such use.
- 6.3 Ownership of Information. Without limiting the generality of Section 6.2, and subject to the restrictions set forth therein:
- a. Claims data information provided to ProAct directly by Plan Sponsor shall be the property of Plan Sponsor.
 - b. Plan Sponsor agrees that the aggregate compilations of information contained in any and all databases developed by ProAct or its designees, and any prior and future versions thereof, are the property of ProAct and protected by copyright which shall be owned by ProAct.
 - c. ProAct, its agents, employees, and contractors shall have the right to use, reproduce, and adapt all information obtained in connection with this Agreement, to render services to ProAct's clients and to develop new products and services which may be outside the scope of this Agreement. Any work, compilation, processes, or inventions developed by ProAct or its agents, employees, or contractors pursuant to this Section 6.3 shall be owned by ProAct and deemed its confidential information.
- 6.4 Right to Audit Claims and Business Records. Plan Sponsor may inspect and audit once annually ProAct's business records that directly relate to billings made to Plan Sponsor for Claims. ProAct may inspect and audit, or cause to be inspected and audited, once annually the books and records of Plan Sponsor directly relating to this Agreement, including the existence and number of Plan Participants. Plan Sponsor and ProAct shall fully cooperate with representatives of each other and with representatives of any regulatory or accreditation agency in the conduct of any such inspection or audit. Such audits shall be at the auditing party's sole expense and shall only be made during normal business hours, following fifteen (15) days' written notice, without undue interference to

the audited party's business activity, and in accordance with reasonable audit practices. An audit of ProAct's records shall be conducted at ProAct's office where such records are located and shall be limited to transactions over the twelve (12) month period preceding such audit. If a completed audit reveals a discrepancy in the results and the previous calculations of the audited party, then the auditing party shall deliver written notice setting forth in reasonable detail the basis of such discrepancy. The parties shall use reasonable efforts to resolve the discrepancy within thirty (30) days following delivery of the notice, and such resolution shall be final, binding, and conclusive upon the parties. Upon a final and conclusive determination of a discrepancy revealed by an audit procedure under this Agreement, the party that owes money shall pay such sums to the other party within thirty (30) days of the delivery of the conclusive audit findings.

ARTICLE 7 REBATE ADMINISTRATION

- 7.1 Appointment of ProAct as Agent. Plan Sponsor appoints ProAct as its exclusive agent for the purpose of negotiating and arranging for Rebates on the purchase of prescription drugs from Pharmaceutical Manufacturers. ProAct agrees that it will comply with all applicable state and federal laws and regulations regarding the administration of Rebates on the purchase of prescription drugs. Plan Sponsor represents that it does not have any existing direct rebate and/or chargeback agreements with any Pharmaceutical Manufacturer and also agrees that during the term of this Agreement Plan Sponsor will not negotiate or arrange for rebates on the purchase of Prescription Drug Services from any Pharmaceutical Manufacturer. In the event Plan Sponsor negotiates directly with a Pharmaceutical Manufacturer for rebates on the purchase of prescription drugs, ProAct may immediately terminate Plan Sponsor's participation in ProAct's Rebate program.
- 7.2 Participation in Program. Plan Sponsor shall be eligible to receive rebates from certain Pharmaceutical Manufacturers for prescription drugs dispensed to Plan Participants who are covered by Benefit Plans which meet the following criteria:
- Develop, publish and distribute a drug formulary or other drug product selection guide consistent with ProAct's recommended drug Formulary and preferred product list, including all subsequent revisions;
 - Provide feedback to Plan Sponsor to ensure compliance with Plan Sponsor's drug formulary via established communication mechanisms (e.g., retrospective drug utilization review/evaluation programs, provider newsletters, contract compliance programs); and
 - Meet the eligibility criteria of each of the respective Pharmaceutical Manufacturers for plan applicable agreements.
- 7.3 Rebate Disclosure. Plan Sponsor agrees that it will fully comply with ERISA. In providing services under this Agreement, ProAct is not acting as a fiduciary (as defined

in Section 3.21(a) of ERISA) of Plan Sponsor's prescription drug program and Plan Sponsor shall not name ProAct as a "plan fiduciary."

- 7.4 Eligible Rebate Data. Claims which have been submitted to: (i) Medicaid; (ii) Medicare; or (iii) any other state or federal health care program which receives rebates, discounts, chargebacks or other forms of price reduction directly from Pharmaceutical Manufacturers shall not be eligible to participate in ProAct's Rebate program. Plan Sponsor will not contract, directly or indirectly, with any other entity for discounts, rebates or financial incentives on pharmaceutical products or formulary programs for claims processed by ProAct pursuant to this Agreement. In the event Plan Sponsor negotiates or arranges with a pharmaceutical manufacturer for rebates or similar discounts and any Pharmaceutical Manufacturer's audit of ProAct's Rebate program reveals improperly calculated rebates, then Plan Sponsor shall be solely responsible for the reimbursement of any Rebates improperly made and the cost of the audit services.
- 7.5 Other Pharmaceutical Relationships. Nothing in this Article 7 shall preclude ProAct from pursuing other, independent sources of revenue from Pharmaceutical Manufacturers and engaging in other revenue-producing relationships with Pharmaceutical Manufacturers.

ARTICLE 8 INDEMNIFICATION

- 8.1 Indemnity by Plan Sponsor. To the extent allowed by Texas law, Plan Sponsor shall indemnify and hold ProAct, its officers, directors, shareholders, employees, successors, other agents and assigns ("ProAct Indemnitees"), harmless from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by ProAct Indemnitees arising out of or as a result of any acts or omissions of Plan Sponsor, its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement, including, without limitation, the submission to Participating Pharmacies or Pharmaceutical Manufacturers of inaccurate or false information provided by Plan Sponsor.
- 8.2 Indemnity by ProAct. ProAct shall indemnify and hold Plan Sponsor and its officers, directors, shareholders, employees, successors, other agents and assigns ("Plan Sponsor Indemnitees"), harmless from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by Plan Sponsor Indemnitees arising out of or as a result of any acts or omissions of ProAct, its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.
- 8.3 Limitation of Liability. ProAct relies on Medi-Span or First Data Bank or other industry comparable databases in providing Plan Sponsor and Plan Participants with Claims adjudication and drug utilization review services. ProAct has utilized due diligence in collecting and reporting the information contained in the databases and has obtained such information from sources believed to be reliable. ProAct, however, does not warrant the

accuracy of reports, alerts, codes, prices or other data contained in the databases. The clinical information contained in the databases and the Formulary is not intended as a supplement to, or a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other healthcare professionals involved in Plan Participants' care. The absence of a warning for a given drug or drug combination shall not be construed to indicate that the drug or drug combination is safe, appropriate or effective for any Plan Participant.

IN NO EVENT SHALL PROACT OR ANY AFFILIATE OF PROACT BE LIABLE TO PLAN SPONSOR OR ANY PLAN PARTICIPANT OR ANY AFFILIATE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO PROACT'S PERFORMANCE UNDER THIS AGREEMENT OR BREACH THEREOF, EVEN IF PROACT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. PROACT'S LIABILITY TO PLAN SPONSOR, PLAN PARTICIPANTS OR ANY AFFILIATE UNDER THIS AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF COMPENSATION PAID TO PROACT BY PLAN SPONSOR FOR ADMINISTRATIVE SERVICES FOR THE PRIOR TWELVE (12) MONTHS FROM THE DATE THE CLAIM IS ASSERTED.

ARTICLE 9 DISPUTE RESOLUTION PROCEDURE

- 9.1 Resolution of Disputes. The parties agree that any and all disputes arising out of, or relating to, this Agreement shall first be addressed by direct negotiation between the parties. The disputing party shall provide the other party with written notice of the dispute ("Notice of Dispute"), containing a detailed description of the matter in controversy. The parties agree to exercise reasonable commercial efforts to resolve the dispute as soon as practicable.

ARTICLE 10 CONFIDENTIALITY

- 10.1 Confidential Information. The term "Confidential Information" means information of a confidential or proprietary nature relating to the subject matter described in this Agreement which is taken from or disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"). Confidential Information includes, but is not limited to, matters of a technical nature such as trade secrets, methods, compositions, data and know-how, designs, systems, processes, computer programs, files and documentation, similar items or research projects and any information derived therefrom; matters of a business nature, such as the terms of this Agreement (including any pricing terms and Pharmaceutical Manufacturer contract terms), marketing, sales, strategies, proposals, and lists of actual or potential Plan Participants, Participating Pharmacies and Pharmaceutical Manufacturers; as well as any other information that is designated by either party as confidential.

- 10.2 Treatment of Confidential Information. The Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions Receiving Party employs with respect to its own confidential materials); (ii) not to divulge any such Confidential Information or any information derived therefrom to any third party unless required in the performance of the Receiving Party's duties under this Agreement; (iii) not to make any use whatsoever at any time of such Confidential Information except for the purpose of this Agreement nor use it for its own or any third party's benefit; and (iv) not to copy, analyze, transcribe, transmit, decompile, disassemble or reverse engineer any such Confidential Information nor use such Confidential Information in any patent application. The confidentiality obligations of this Section 10.2 shall not apply to information which, as evidenced in writing, (a) is or becomes publicly known by Receiving Party through no breach of this Agreement; (b) is learned by the Receiving Party from a third party entitled to disclose it; or (c) is rightfully obtained by the Receiving Party prior to this Agreement.

Receiving Party may make disclosures required by law or court order provided Receiving Party uses diligent, reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.

- 10.3 Injunctive Relief. Receiving Party acknowledges that it shall not acquire any rights or title to any Confidential Information merely by virtue of its use or access to such Confidential Information hereunder. Neither the execution of this Agreement nor the furnishing of any Confidential Information hereunder shall be construed as granting, either expressly or by implication or otherwise, the Receiving Party any license under any invention or patent now or hereafter owned by or controlled by the Disclosing Party. Each party agrees that it may not be adequately compensated for damages arising from a breach or threatened breach of any of the covenants contained in this Article 10 by the other party, and each party shall be entitled to injunctive relief and specific performance in addition to all other remedies. None of the information that may be submitted or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee, or inducement by a party to the other with respect to the infringement of patents, copyrights, trademarks, trade secrets, or any other rights of third persons.

ARTICLE 11 EXCLUSIVITY

- 11.1 Exclusivity. Plan Sponsor agrees that ProAct shall be the sole and exclusive agent for Plan Sponsor for each of the services described herein during the term of this Agreement. Notwithstanding the foregoing, this Section shall not be construed to prohibit Plan Sponsor from including pharmacy coverage under a fully insured medical/prescription benefit plan. Plan Sponsor acknowledges and agrees that Plan Sponsor shall not engage any prescription benefit manager or other third party to provide to Plan Sponsor or its Benefit Plan any service that is similar to one of the Prescription Drug Services provided by ProAct, including, without limitation, retail pharmacy network contracting, pharmacy

claims processing, mail pharmacy services and formulary and rebate administration services. Plan Sponsor acknowledges and agrees that a breach of this Section 11.1 shall be deemed a material breach of this Agreement and shall entitle ProAct to modify pricing terms pursuant to Section 13.2 of this Agreement.

ARTICLE 12 TERM AND TERMINATION

- 12.1 Term. This Agreement shall become effective on the Effective Date and shall be for a term of three (3) years and thereafter shall continue in effect for additional one (1) year terms unless terminated on its anniversary date by either party by certified mail, mailed at least ninety (90) days prior to such date. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.
- 12.2 Termination For Cause. This Agreement may be terminated at any time by either party based on a material breach of any terms or conditions herein stated provided that sixty (60) days' advance written notice of such material breach shall be given to the other party and such party shall have the opportunity to cure such material breach during such sixty (60) day notice period.
- 12.3 Termination Due to Non-Payment. Notwithstanding the termination rights described in Section 12.2, above, in the event Plan Sponsor fails to timely remit to ProAct the full amount of payment (and any interest accrued thereon) as set forth in Section 5.1 above, and such payment (plus interest, if any) is not received by ProAct within the time limits set forth in Section 5.2 above, ProAct may terminate this Agreement on any date thereafter, effective on the date notice of such termination is received by Plan Sponsor.
- 12.4 Effect of Termination. If this Agreement is terminated pursuant to this Article 12: (i) all further obligations of the parties under this Agreement shall terminate (but not such party's obligation to make payments arising prior to the termination of this Agreement or any obligation surviving the termination hereof); (ii) all Confidential Information provided by either party shall, except for Confidential Information required by law to be retained by a party, be immediately returned by a Receiving Party (as defined in Section 10.1), or such Receiving Party shall certify to the Disclosing Party that such materials have been destroyed; (iii) should ProAct have a deposit from Plan Sponsor (as described in Section 5.3, above), such deposit shall be reduced by any offsets for payment defaults and collection costs (as described in Section 5.5 above) before being returned; (iv) neither party shall be relieved of any obligation or liability arising from any prior breach of such party of any provision of this Agreement; and (v) the parties shall, in all events, remain bound by and continue to be subject to the provisions set forth in Sections 6.1, 6.3, 6.4, 7.3, 8.1, 8.2, 8.3, 9.1, 10.1, 10.2, 10.3, 13.1, 13.2, 13.8, 13.9, 13.11, 13.12 and 13.20.

ARTICLE 13 GENERAL PROVISIONS

- 13.1 Use of ProAct Software. Plan Sponsor acknowledges that ProAct owns or possesses license rights (including off-the-shelf vendor agreements) from certain third parties to the entire software system used by ProAct in processing Claims and preparing reports, including computer programs, system and program documentation, and other documentation relating thereto (collectively, including certain license rights, the “ProAct Software System”) and that the ProAct Software System is the exclusive and sole property of ProAct.
- 13.2 Pricing Assumptions. Upon thirty (30) days’ prior written notice to Plan Sponsor, ProAct may modify or amend the financial provisions of this Agreement in a manner which accounts for the impact of the events identified below. Such notice will include ProAct’s explanation of the manner in which the modification accounts for the impact of the event:
- (a) Any government-imposed or industry-wide change that would impede ProAct’s ability to provide the pricing described in this Agreement, including any prohibition or restriction on the ability to receive rebates or discounts for pharmaceutical products;
 - (b) Implementation or addition of a high deductible health plan/consumer-driven health plan option;
 - (c) Implementation or addition of a member-paid plan;
 - (d) A greater than twenty percent (20%) change in the total number of Plan Participants from the number provided during pricing negotiations; or
 - (e) A change in the coverage of Medicare-eligible Plan Participants, irrespective of the resulting change in total number of Plan Participants, as defined above.
- 13.3 Insurance. Each party shall obtain and maintain, with respect to the activities in which such party engages pursuant to this Agreement, professional liability (errors and omissions) insurance in amounts reasonable and customary for the nature and scope of business engaged in by such party and comprehensive liability insurance. Upon request, either party shall promptly deliver to the other party evidence of such insurance. Each party agrees to notify the other party immediately upon such party’s receipt of any notice canceling, suspending or reducing the coverage limits of its professional liability insurance or comprehensive liability insurance.
- 13.4 Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Notwithstanding anything to the contrary contained in this Agreement (including this Section 13.4), no consent shall be required and this Agreement will apply to, be binding in all respects upon, and inure to the benefit of any successors of Plan Sponsor to this Agreement resulting from a Change of Control. A “Change of Control” shall occur if, as a result of one or a series of related transactions:

(i) all or substantially all the assets of Plan Sponsor are disposed of to any entity not wholly owned and controlled by Plan Sponsor, outside the ordinary course of business; (ii) Plan Sponsor effects a merger with one or more other entities in which Plan Sponsor is not the surviving entity; or (iii) Plan Sponsor engages in a transaction that results in any entity holding securities possessing a majority of the voting power that does not hold such voting power as of the time of this Agreement.

- 13.5 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or other term or condition of this Agreement on any future occasion.
- 13.6 Severability. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 13.7 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (at or after the date hereof) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.
- 13.8 Choice of Law. This Agreement shall be construed, interpreted and governed according to the laws of the State of New York.
- 13.9 Non-Competition in Hiring. During the term of this Agreement, and for a period of one (1) year thereafter, neither party shall, without the prior written consent of the other party, knowingly employ or solicit for hire, or knowingly allow its officers, directors, agents or affiliates to employ or solicit for hire, any employees of the other party.
- 13.10 Force Majeure. The performance obligations of ProAct and/or Plan Sponsor respectively hereunder shall be suspended to the extent that all or part of this Agreement cannot be performed due to causes which are outside the control of ProAct and/or Plan Sponsor and could not be avoided by the exercise of due care, including, but not limited to, acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, acts of any person engaged in a subversive or terrorist activity or sabotage, fires, floods, earthquakes, explosions, strikes, slow-downs, freight embargoes, or by any enforceable law, regulation or order. The foregoing shall not be considered to be a waiver of any continuing obligations under this Agreement, and as soon as conditions cease, the party affected thereby shall fulfill its obligations as set forth under this Agreement. In order to benefit from the provisions of this Section 13.10, the party claiming force majeure must notify

the other reasonably promptly in writing of the force majeure condition. If any event of force majeure, in the reasonable judgment of the parties, is of a severity or duration such that it materially reduces the value of this Agreement, then this Agreement may be terminated without liability or further obligation of either party (except for any obligation expressly intended to survive the termination of this Agreement and except for all amounts that have become or will become due and payable hereunder).

13.11 Entire Agreement; No Third Party Beneficiaries. This Agreement, including the Exhibits: (i) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; and (ii) is intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights, and this Agreement does not confer any such rights, upon any other third party.

13.12 Use of Name. Neither party shall use the other party’s name, trade or service mark, logo, or the name of any affiliated company in any advertising or promotional material, presently existing or hereafter established, except in the manner and to the extent permitted by prior written consent of the other party.

13.13 Notice. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given: (i) one (1) day following delivery to a nationally reputable overnight courier; (ii) one (1) day following receipt by facsimile during the receiving party’s business hours with written confirmation thereof; or (iii) three (3) days after the date it is deposited in the United States mail, postage prepaid, registered or certified mail, or hand delivered addressed as follows:

To ProAct: ProAct, Inc.
6333 Route 298
East Syracuse, New York 13057

To Plan Sponsor: Town of Prosper
200 S. Main Street
3rd Floor
Prosper, TX 75078

Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

13.14 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by express overnight delivery. The failure to deliver the original signature copy and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

- 13.15 Independent Contractors. Plan Sponsor and ProAct are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or franchiser and franchisee or any relationship, fiduciary or otherwise, other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement is intended to be construed, or be deemed to create, any rights or remedies in any third party, including but not limited to a Plan Participant. Nothing in this Agreement shall be construed or deemed to confer upon ProAct any responsibility for or control over the terms or validity of the Prescription Drug Services. ProAct shall have no final discretionary authority over or responsibility for Plan Sponsor's administration. Further, because ProAct is not an insurer, plan sponsor, plan contract, third party administrator, or a provider of health services to Plan Participants, ProAct shall have no responsibility for: (i) any funding of Plan Sponsor's benefits; (ii) any insurance coverage relating to Plan Sponsor or any plan contract of Plan Sponsor or Plan Participants; or (iii) the nature or quality of professional health services rendered to Plan Participants.
- 13.16 Consent to Amend. This Agreement or any part or section of it may be amended at any time during the term of this Agreement only by mutual written consent of duly authorized representatives of ProAct and Plan Sponsor.
- 13.17 Headings. The headings of Articles, Sections and Exhibits contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 13.18 Compliance with Laws and Regulations. This Agreement will be in compliance with all pertinent federal and state statutes and regulations. If this Agreement, or any part hereof, is found not to be in compliance with any pertinent federal or state statute or regulation, then the parties shall renegotiate the Agreement for the sole purpose of correcting the non-compliance. Each party shall comply with the provisions of all applicable laws relating to the performance of its obligations under this Agreement, including the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute"), and the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.
- 13.19 Subcontracting. ProAct may subcontract any or all services to be provided under this Agreement.
- 13.20 HIPAA Compliance. For the purposes of this Agreement, ProAct is deemed to be a "Business Associate" or "Covered Entity" as such terms are defined by HIPAA. The

parties will endeavor to comply with all applicable regulations published pursuant to HIPAA, as of the effective enforcement date of each standard. In addition, without limiting any other provision of this Agreement:

- a. all services provided by ProAct under this Agreement will be provided in such a manner as to enable Plan Sponsor to remain at all times in compliance with all HIPAA regulations applicable to Plan Sponsor, to the extent that Plan Sponsor's compliance depends upon the manner in which such services are performed by ProAct;
- b. all software, application programs and other products licensed or supplied by ProAct under this Agreement will contain such characteristics and functionality (including as applicable, but not limited to, the ability to accept and securely transmit data using the standard HIPAA transaction sets) as necessary to ensure that Plan Sponsor's use of such software, application programs and other products and associate documentation from ProAct, when utilized by Plan Sponsor in the manner as directed by ProAct, will fully comply with the HIPAA regulations applicable to Plan Sponsor. In the event any amendment to this Agreement is necessary for Plan Sponsor to comply with the HIPAA regulations as they relate to this Agreement or its subject matter, including, but not limited to, requirements pertaining to Business Associate agreements, Plan Sponsor and ProAct will negotiate in good faith and amend this Agreement accordingly, with such amendment to be effective prior to the date compliance is required under each standard of the HIPAA regulations; and
- c. all software, application programs, eligibility lists or other member-specific information and other products licensed or supplied by Plan Sponsor under this Agreement will contain such characteristics and functionality (including as applicable, but not limited to, the ability to accept and securely transmit data using the standard HIPAA transaction sets) as necessary to ensure that ProAct's use of such software, application programs and other products and associate documentation from Plan Sponsor, when utilized by ProAct in the manner as directed by Plan Sponsor, will fully comply with the HIPAA regulations applicable to ProAct. In the event any amendment to this Agreement is necessary for ProAct to comply with the HIPAA regulations as they relate to this Agreement or its subject matter, including, but not limited to, requirements pertaining to Business Associate agreements, ProAct and Plan Sponsor will negotiate in good faith and amend this Agreement accordingly, with such amendment to be effective prior to the date compliance is required under each standard of the HIPAA regulations.
- d. To the extent ProAct acts as a Business Associate of the Benefit Plan, ProAct shall adhere to applicable requirements established for Business Associates, as set forth in Exhibit B. In compliance with HIPAA, ProAct may share Plan Participant information as appropriate for the treatment, payment and health care operations of other health care providers or plans.

The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assignees. This Agreement constitutes the entire understanding between the parties hereto.

PROACT, INC.

Town of Prosper

BY

BY

David B. Warner

NAME

NAME

President

TITLE

TITLE

DATE

DATE

EXHIBIT A
ADMINISTRATIVE FEE SCHEDULE

CLAIMS PROCESSING FEE: **\$0.00**
PER PAID CLAIM

REBATE SHARE TO PLAN SPONSOR

	Year #1 (1/1/20 – 12/31/20)	Year #2 (1/1/21 – 12/31/21)	Year #3 (1/1/22 – 12/31/22)
	Minimum Rebate Guarantee (Premium)		
Retail 30 Brand	\$124.88	\$124.88	\$124.88
Retail 90 Brand	\$278.04	\$278.04	\$278.04
Mail Brand	\$386.75	\$386.75	\$386.75
Specialty Brand	\$1,207.13	\$1,207.13	\$1,207.13

PHARMACY RATES

Retail Network Pharmacy Rates:

Brand: The lesser of annual discount listed below + dispensing fee or U&C
 Generic: The lesser of MAC or listed brand discount + dispensing fee or U&C
 (overall effective rate for generic listed in table below)

	Year #1 (1/1/20 – 12/31/20)		Year #2 (1/1/21 – 12/31/21)		Year #3 (1/1/22 – 12/31/22)	
	Discount	DF	Discount	DF	Discount	DF
Retail 30 Brand	18.25%	\$0.80	18.25%	\$0.80	18.25%	\$0.80
Retail 90 Brand	21.50%	\$0.00	21.50%	\$0.00	21.50%	\$0.00
Retail 30 Generic	80.00%	\$0.00	80.00%	\$0.00	80.00%	\$0.00
Retail 90 Generic	82.00%	\$0.00	82.00%	\$0.00	82.00%	\$0.00

Mail Order Service Pharmacy:

	Year #1 (1/1/20 – 12/31/20)		Year #2 (1/1/21 – 12/31/21)		Year #3 (1/1/22 – 12/31/22)	
	Discount	DF	Discount	DF	Discount	DF
Mail Brand	25.00%	\$0.00	25.00%	\$0.00	25.00%	\$0.00
Mail Generic	83.00%	\$0.00	83.00%	\$0.00	83.00%	\$0.00

Specialty Drug Pricing:

PBM shall give specialty drug pricing discounts per drug; if a specialty medication does not have a unique discount assigned, it will follow the following:

	Year #1 (1/1/20 – 12/31/20)		Year #2 (1/1/21 – 12/31/21)		Year #3 (1/1/22 – 12/31/22)	
	Discount	Dispensing Fee	Discount	Dispensing Fee	Discount	Dispensing Fee
Specialty	15.50%	\$0.00	15.50%	\$0.00	15.50%	\$0.00

Generic Drugs: All non-specialty generics classified by Medi-Span as “Y” shall be reconciled against the generic guarantee. Single source generics are treated and reconciled as generics.

- | | |
|--|-------------------------------|
| 1. Electronic magnetic media | No charge |
| 2. Input and maintenance from hard copy | No charge |
| 3. Clinical Prior Authorizations | \$40.00 per Rx |
| 4. Direct Member Reimbursements (paper claims) | \$2.00 per paid claim |
| 5. Member Identification Cards | No charge |
| 6. Ad Hoc Reports | \$150.00 per programming hour |
| 7. Drug Utilization Review (DUR) Services | No charge |
| 8. Out-of-pocket expenses | |
| Mailing expenses/postage | At meter cost |
| Air freight/overnight letters | At carrier cost |
| 9. Shipping and handling charges | At cost |
| 10. Standard Clinical Programs | |
| Step Therapy | No Charge |
| Concurrent DUR Edits | No Charge |
| Plan Design Changes | No Charge |
| Physician Profiling | No Charge |
| Administrative Overrides/Prior Authorizations | No Charge |
| Formulary Management | No Charge |
| Therapeutic Alternative Programs | No Charge |
| On-site Member Education Programs | No Charge |
| Over the Counter Drug Programs | No Charge |
| Half Tablet Program | No Charge |
| Direct Mail Utilization Program | No Charge |

Appeals \$150 per internal / \$550 per external

11. Optional Programs

On-line Eligibility Access	\$1,500 (3 year licensing fee non-recurring)
On-line Reporting Access	\$1,500 (3 year licensing fee non-recurring)
Customized On-Site Wellness Programs	\$75.00 per program hour
Retiree Drug Subsidy-Basic Services	\$0.45 per paid claim
RDS Account Setup	No Charge
RDS Notice of Creditable Coverage	\$500 to \$1,500
RDS Additional Subsidy Related Services (ProAct uploads cost reports to CMS)	\$500 per hour
Actuarial Certification & Attestation	\$1,500 to \$3,500

12. Drug Rebates. ProAct shall remit to Plan Sponsor that portion of the Rebates as set forth above (“Plan Sponsor Rebates”), with the excess, if any, of actual Rebates over Plan Sponsor Rebates to be retained by ProAct as an additional service fee for the services provided under this Agreement. In lieu of billing Plan Sponsor for this fee, ProAct may retain the amount due from the Rebates collected by ProAct. No Rebate shall be credited for any generic Claim, whether such Claim is filled with a generic drug or by a brand-name drug dispensed in lieu of a generic drug reimbursement rate. Quarterly Rebate payment shall be made within sixty (60) days following the quarter collected. ProAct may adjust the Plan Sponsor Rebate payments in an equitable manner if: (i) a generic version of a branded product is introduced in the market; or (ii) a branded product is recalled or withdrawn from the market.

13. AWP discounts are guaranteed and will be reconciled according to the corresponding dispensing channel; Retail Brands, Retail Generics, Mail Brands, Mail Generics and Specialty. If ProAct fails to meet the guaranteed discounts the guarantees will be trued-up. Guarantees are trued-up annually, 90 days after the end of the plan year. The shortfall, if any, will be returned to CLIENT in the form of a check or as a credit on the CLIENT’s invoice, whichever the CLIENT prefers.

EXHIBIT B
BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract (“Contract”) is entered into on January 1, 2020 (“Contract Effective Date”) between Town of Prosper, having a principal location at 200 S. Main Street, 3rd Floor, Prosper, TX 75078 (“Covered Entity”), and ProAct, Inc., having a principal location at 6333 Route 298 East Syracuse, New York 13057 (“Business Associate”) (Each a “Party” and collectively, the “Parties”).

RECITALS:

- A. Covered Entity will make available and/or transfer to Business Associate protected health information (“PHI”) in order for Business Associate to carry out i) its contractual obligations under a contract between Covered Entity and Business Associate dated January 1, 2020 (the “Underlying Services Agreement” between the Parties) and/or ii) certain business responsibilities on behalf of Covered Entity.
- B. Business Associate will have access to and/or receive from Covered Entity PHI that may be used or disclosed only in accordance with this Contract and the Privacy, Security, Breach Notification and Enforcement Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as set forth in the Code of Federal Regulations (“CFR”) at Title 45, Parts 160 and 164, as may be amended (collectively “HIPAA”).
- C. Covered Entity and Business Associate qualify, respectively, as a “covered entity” and as a “business associate” as such terms are defined under HIPAA.

NOW THEREFORE, for good and valuable consideration, intending to be legally bound, Covered Entity and Business Associate agree as follows:

- 1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning given such terminology by HIPAA.
 - a. **Administrative, Physical and Technical Safeguards** shall have the same meaning as those terms are defined in 45 CFR 164.304.
 - b. **Breach** shall mean the unauthorized acquisition, access, use, or disclosure of PHI (as defined herein) which compromises the security or privacy of such PHI.
 - c. **Contract** shall refer to this document
 - d. **Electronic PHI** shall have the same meaning as “electronic protected health information” in 45 CFR 160.103.

- e. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“CFR”) at Title 45, Sections 160 and 164, as may be amended.
- f. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined by 45 CFR 160.103, including a person who qualifies as a personal representative in accordance with 45 CFR 164.502.
- g. **Party or Parties** shall mean Business Associate and/or Covered Entity.
- h. **PHI** shall mean information provided and/or made available by Covered Entity to Business Associate, and has the same meaning as the term “protected health information” as defined by 45 CFR 160.103.
- i. **Required by Law** shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- j. **Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.
- k. **Security Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- l. **Unsecured PHI** shall have the same meaning as the term “unsecured protected health information” in 45 CFR 164.402.

2. Permitted Use or Disclosure of PHI.

- a. Business Associate shall be permitted to use or disclose PHI provided or made available from Covered Entity to perform any function on behalf of Covered Entity with regard to the use and disclosure of, and/or access to, PHI that is required, necessary or desirable for Business Associate to carry out its contractual obligations set forth in the Underlying Services Agreement and/or other business responsibilities on behalf of Covered Entity provided such function would not violate HIPAA if done by Covered Entity. Business Associate may use or disclose PHI as Required by Law.
- b. Except as otherwise limited in this Contract, Business Associate is permitted to use and disclose PHI received from Covered Entity if necessary for the proper management and administration of Business Associate, to carry out legal responsibilities of Business Associate, or otherwise in a manner which does not identify individual patients, provided:
 - i) The disclosure is Required by Law;

- ii) The Business Associate obtains reasonable assurances from the person or entity to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use, or disclosure of the PHI, and the person or entity in possession of the PHI immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the PHI has been breached; or
- iii) The PHI is de-identified.
- c. Business Associate shall ensure that its uses and disclosures of, and requests for PHI to or on behalf of Covered Entity, are consistent with the Minimum Necessary requirement under HIPAA and Covered Entity's Minimum Necessary policies and procedures.
- d. Business Associate may use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- e. Business Associate may provide data aggregation services relating to the Health Care Operations of Covered Entity.

3. Business Associate's Obligations:

- a. **Limits on Use and Disclosure.** Business Associate shall not use or further disclose the PHI provided or made available by Covered Entity other than as permitted or required by this Contract, or as Required by Law.
- b. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards, including but not limited to those necessary for compliance with Subpart C of 45 CFR Part 164, to prevent any access to, or use or disclosure of the PHI, other than as provided for in this Contract and shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- c. **Education.** Business Associate shall provide HIPAA compliance education to its existing employees and all new hires who may have access to PHI.
- d. **Policies and Procedures.** Business Associate shall implement reasonable and appropriate policies and procedures, as set forth in 45 CFR §164.316, to comply with the standards, implementation specifications, and/or other security requirements for the protection of Electronic PHI.

- e. Reports of Improper Use, Disclosure, Security Incident or Breach of Unsecured PHI.** Business Associate shall report to Covered Entity promptly, but no later than five (5) business days after discovery of any access to, use or disclosure of PHI not provided for or allowed by this Contract, or any Security Incident, or Breach of Unsecured PHI of which Business Associate becomes aware. (ref. 45 CFR 164.504(e)(2)(ii)(C), 45 CFR 164.410 and 164.314(a)(2)(i)(C).). With respect to a Breach of Unsecured PHI, Business Associate must include the following information in its report to Covered Entity, but must not delay initial notification of the suspected Breach for purposes of collecting such information:
- i) To the extent possible, the identity of each Individual whose PHI has been Breached;
 - ii) Brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - iii) Description of the types of Unsecured PHI that were involved in the Breach;
 - iv) Steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - v) Brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches; and
- f.** Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, web site, or postal address.
- g. Subcontractors and Agents.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), anytime Business Associate's Subcontractor or agent creates, receives, maintains, or transmits the PHI on behalf of Business Associate, Business Associate shall first enter into a written agreement with the Subcontractor or agent that contains the same terms, conditions and restrictions on the access, use and disclosure of PHI as contained in this Contract. Business Associate shall also ensure that any such Subcontractor or agent to whom Business Associate provides Electronic PHI agrees in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.
- h. Right of Access.** Business Associate shall make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligation under 45 CFR 164.524. In the event Business Associate receives a request for access to PHI directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.

- i. Right to Amendment.** Business Associate shall use reasonable efforts to facilitate Covered Entity's obligation to make PHI in a Designated Records Set available for appropriate amendment by an Individual pursuant to 45 CFR 164.526. In the event Business Associate receives a request to amend such PHI directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- j. Right to an Accounting.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures of PHI to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. In the event Business Associate receives a request for an accounting directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- k. HIPAA Obligations.** To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of such Subpart that apply to the Covered Entity in the performance of such obligation(s).
- l. Access to Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI received from, created, maintained or received by Business Associate on behalf of Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining compliance with HIPAA.
- m. Mitigation Procedures.** Business Associate shall have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the access, use or disclosure of PHI in a manner contrary to or inconsistent with this Contract and HIPAA.
- n. Sanction Procedures.** Business Associate shall establish and implement a system of sanctions, including documentation of the sanctions that are applied, if any, for any employee, agent or Subcontractor who violates this Contract or HIPAA.
- o. HITECH Act Compliance.** All provisions of Subtitle D of the Health Information Technology for Economic and Clinical Health Act, signed into law on February 17, 2009 ("HITECH"), that are made applicable with respect to Covered Entity shall also be applicable to Business Associate, and shall be deemed incorporated herein by reference. In accordance with HITECH and in furtherance of Business Associate's obligations set forth in this Contract, Business Associate shall:

 - i) Comply with sections 45 CFR 164.308; 164.310; 164.312; and 164.316 of the Security Rules.

- ii) Not use or disclose PHI unless such use or disclosure is in compliance with each applicable requirement of section 45 CFR 164.504(e), provided that Business Associate shall not be in compliance with such section if it knows of a pattern of activity of the Covered Entity that is a material breach or violation of Covered Entity's obligations under this Contract, unless Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Contract or, if termination is not feasible, report the problem to the Secretary.
- iii) Comply with the applicable minimum necessary rules established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
- iv) Comply with the rules on marketing and fundraising communications established by HITECH and pursuant to any applicable regulations promulgated by the Secretary provided however, that Business Associate shall not make any such communications unless specifically authorized by the Covered Entity.
- v) Comply with the rules on restrictions on certain disclosures of PHI requested by Individuals established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
- vi) If Business Associate is responsible for providing an Individual access to PHI maintained in an electronic health record, provide such access in accordance with HITECH and any applicable regulations promulgated by the Secretary.
- vii) Comply with the rules on accounting of disclosures of certain PHI maintained in an electronic health record (if Covered Entity uses an electronic health record) established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
- viii) Comply with the rules on the sale of PHI established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.

4. Covered Entity's Obligations.

- a. Covered Entity shall notify Business Associate of Covered Entity's Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR

164.520, to the extent the Notice of Privacy Practices and/or such limitation(s) may affect Business Associate's use or disclosure of PHI.

- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any amendment or restriction to use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of the PHI.
- d. Covered entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity (except as set forth in 2(b) and (e) of this Contract).

5. Property Rights. The PHI shall be and remain the property of Covered Entity. Business Associate shall acquire no title or rights to the PHI as a result of this Contract.

6. Independent Entities. This Contract shall establish no relationship between the Parties other than that of independent contractors. Neither Covered Entity nor Business Associate, nor any of their respective agents or employees, shall be construed to be the agent, employee or representative of the other. None of the provisions of this Contract are intended to create, nor shall they be deemed or construed to create, any partnership, joint venture, or other relationship between the Parties except that of independent contracting entities. Business Associate acknowledges that it has independent obligations to comply with certain HIPAA requirements. Covered Entity does not make any warranties, representations or guarantees that this Contract satisfies Business Associate's independent obligations to comply with HIPAA.

7. Term and Termination.

- a. **Term.** The term of this Contract shall commence on the Contract Effective Date, and shall terminate upon termination of the Underlying Services Agreement (or other arrangement between the Parties), or when terminated for cause by the Covered Entity, as set forth below. Business Associate understands that termination for any reason nonetheless requires the further obligations by Business Associate set forth in section 7(c) below.
- b. **Termination for Cause.** Covered Entity shall have the right to immediately terminate this Contract if Covered Entity determines that Business Associate (or its Subcontractor) has violated a material term of this Contract and/or HIPAA and the Business Associate (or its Subcontractor) has not taken steps

to cure such material default within thirty (30) days of receipt of the Covered Entity's written notification of such material breach. However, in the event that the default cannot be cured within the 30-day cure period, the 30-day cure period shall be extended for a reasonable additional time to cure such default, provided the Business Associate commences to cure the default within the 30-day cure period and proceeds diligently to affect the cure within such reasonable additional time.

- c. Effect of Termination.** The obligations of Business Associate to protect the confidentiality of the PHI in its possession and/or known to it, its employees, agents or Subcontractors, shall survive termination of this Contract for any reason. In addition, at the termination of this Contract for any reason, Business Associate shall return, destroy or de-identify (so that the respective information does not identify Individuals) all PHI received from, created, maintained or received by Business Associate on behalf of Covered Entity. If return or destruction of all or part of the PHI is not commercially feasible, Business Associate shall extend the protections of this Contract for as long as necessary to protect the PHI and to limit any further access, use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If Business Associate elects to destroy the PHI it shall certify to Covered Entity in writing that the PHI has been destroyed. Destruction of PHI must be in accordance with industry standards and processes for ensuring that reconstruction, re-use and/or re-disclosure of PHI is prevented after destruction, with the exact method of destruction dependent on the media in which the PHI is contained. To the extent applicable, Business Associate shall ensure any such destruction is consistent with state and/or federal record retention laws or regulations.

- 8. Change In Law/Regulation.** In the event that any new laws, regulations, or interpretations of the foregoing are promulgated, the Parties shall use reasonable efforts to promptly amend this Contract to comply with such change without any financial concession.
- 9. Amendment.** This Contract may be amended by written agreement of the Parties.
- 10. Choice of Law.** This Contract shall be governed by New York law and applicable federal law. The Parties also agree that for purposes of privacy rights, HIPAA shall supersede all applicable state laws, except to the extent such State laws are not preempted.
- 11. Injunctive Relief.** Notwithstanding any rights or remedies provided for in this Contract, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized access to, or use or disclosure of PHI by Business Associate or any agent, Subcontractor or third party that received PHI from Business Associate.

12. Binding Nature and Assignment. This Contract shall be binding on, and inure to the benefit of the Parties hereto and their successors and permitted assigns, but neither Party may assign this Contract without the prior written consent of the other (except to any entity controlled by, controlling or under common control with the assigning entity).

13. Notices. Whenever under this Contract a Party is required to give notice to the other Party, such notice shall be deemed given if mailed by First Class Certified United States mail, return receipt requested, postage prepaid or hand-delivered, including recognized overnight courier service, with confirmed receipt, and addressed as follows:

BUSINESS ASSOCIATE:

PROACT, INC.
6333 Rte 298
East Syracuse, NY 13057

COVERED ENTITY:

Town of Prosper
200 S. Main Street, 3rd Fl
Prosper, TX 75078

Attn: David B. Warner, President

Attn: _____

14. Article Headings. The article headings used are for referenced and convenience only, and shall not enter into the interpretation of this Contract.

15. Entire Contract. This Contract consists of this document, and constitutes the entire agreement between the Parties with respect to the subject matter herein. There are no understandings or other agreements which are not fully expressed in this Contract, and no change, waiver or discharge of obligations arising under this Contract shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Contract supersedes any previous HIPAA business associate agreement between the Parties.

16. Indemnification. Each Party (“Indemnifying Party”) shall defend, indemnify and hold the other Party harmless for any and all costs, including fines, penalties, interest and reasonable attorneys’ fees, related to any claim, liability, suit, or investigation by law enforcement or other governmental or regulatory agency or brought by an Individual related to the wrongful acts or omissions of the Indemnifying Party, its employees, agents or subcontractors, whether intentional or negligent, that violates the HHS Privacy Regulations regarding access to, use of or disclosure of PHI.

IN WITNESS WHEREOF, Covered Entity and Business Associate have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date first set forth above.

PROACT, INC.

Town of Prosper

BY

David B. Warner
NAME

President
TITLE

DATE

BY

NAME

TITLE

DATE